



TOWNSHIP OF UPPER PROVIDENCE

***MEETING TO BE HELD VIA ZOOM CONFERENCE**

LINK TO BE PROVIDED ON TOWNSHIP WEBSITE (UPROV-MONTCO.ORG)

24 HOURS PRIOR TO THE MEETING TIME*

PLANNING COMMISSION AGENDA

JUNE 10, 2020– 7:00 PM

CALL TO ORDER

PUBLIC COMMENT FOR NON-AGENDA ITEMS

GENERAL DISCUSSION ITEMS:

- a. **Minutes to be approved:**
 - May 13, 2020
- b. **Tindey Run Planning Module Approval**
- c. **HBFC Final Plan Recommendation**
- d. **Ridgewood Final Plan Approval**

APPLICATIONS TO BE HEARD ON MAY 13, 2020:

1. Pope John Paul Home Bleachers

Property Address: Rittenhouse and Township Line Roads

Proposed Development: Home Bleacher Installation

Township #: 5006-0358-0002 Amended Final

Submission Date: February 13, 2020 / Clock Expiration: May 13, 2020

Expiration Date per Governor's Order: July 27, 2020

2. Testa Dance Conditional Use

Property Address: Egypt and Longford Roads

Proposed Development: Conditional Use for Studio Use in M-1 District

Township #: 01044-0355-0002 Conditional Use

Submission Date: June 3, 2020 / Clock Expiration: August 2, 2020 (extension signed)

Expiration Date per Governor's Order: (filed after)

3. 357 Greenwood Avenue Subdivision / Conditional Use and Tentative Plan

Property Address: 172 Hopwood Road

Proposed Development: 26 Single Family Detached Homes

Township #: 6033-0341-0001 CU / 6033-0341-0002 (T) LD

Submission Date: February 14, 2020

Conditional Use Hearing Clock: April 14, 2020 / Extension to June 30, 2020

Conditional Use Expiration Date per Governor's Order:

September 11, 2020

Land Development Clock Expiration: May 14, 2020 / Extension to June 30, 2020

Land Development Expiration Date per Governor's Order:

September 11, 2020



APPLICATIONS PENDING REVIEW: DATE FOR DISCUSSION TO BE DETERMINED

4. SEI North Campus/Reber Road alignment

Property Address: 1 Freedom Valley Drive

Proposed Development: Reber Road extension

Township #: 7040-0333-0004 (T) LD

Submission Date: February 11, 2020 / Clock Expiration: None-signed waiver

Waiver revoked: March 13, 2020 / Clock Expiration: June 11, 2020

Expiration Date per Governor's Order: August 25, 2020

5. Residences at Providence Town Center Final Plan

Property Address: Arcola Road and Water Loop Drive

Proposed Development: Multi-family and Hotel

Township #: 3031-0305-0004 FINAL

Submission Date: December 10, 2019 / Clock Expiration: None-signed waiver

6. Yerkes Station Multifamily Development

Property Address: 124 Yerkes Road (Hopwood Road and Route 29)

Proposed Development: development of multifamily development

Township #: 7035-0341-0002 (T-rev) LD

Submission Date: March 7, 2019 / Clock Expiration (original) waived per letter

Waiver revoked: February 5, 2020 / Clock Expiration: May 5, 2020

Expiration Date per Governor's Order: July 17, 2020

7. 172 Hopwood Road Conditional Use and Tentative Plan

Property Address: 172 Hopwood Road

Proposed Development: 48-unit carriage home development

Township #: 6033-0341-0001 CU / 6033-0341-0002 (T) LD

Submission Date: February 5, 2020

Conditional Use Hearing Clock: April 3, 2020 / Extension to June 4, 2020

Conditional Use Expiration Date per Governor's Order: August 18, 2020

Land Development Clock Expiration: May 5, 2020

Land Development Expiration Date per Governor's Order: July 17, 2020

~~8. Providence Business Park 3—BWR~~

~~Property Address: Egypt and Hollow Road, southeast of intersection~~

~~Proposed Development: development of a clinic, outpatient clinic and administration center~~

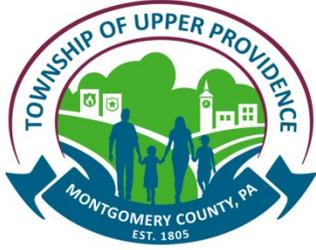
~~Township #: 2-059-020-115 (P)LD~~

~~Clock expiration: None (per letter dated November 22, 2019)~~

~~(final removal pending letter from applicant)~~

FUTURE AGENDA DISCUSSION

ADJOURNMENT



**UPPER PROVIDENCE TOWNSHIP
PLANNING COMMISSION
REGULAR MEETING
Wednesday, May 13, 2020**

A meeting of the Upper Providence Township Planning Commission was held via Zoom webinar on Wednesday May 13, 2020. Attending were Planning Commission members Chris Caggiano, Bob Heist, Tom Wright, Robert Gilinger and Matt Caffrey. Also in attendance were Bill Dingman from the Township Engineer's Office, Joseph Bresnan, Esq. Township Solicitor, Anthony Valencia from the Township Traffic Engineer's Office, and Geoffrey Grace, Township Director of Planning.

Call to Order

The regular meeting was called to order by Mr. Caggiano at 7:05 p.m.

Public Comment for Non-Agenda Items

None.

Minutes to be approved

The following minutes were reviewed:
March 11, 2020

Mr. Wright motioned, seconded by Mr. Heist, to approve the Planning Commission minutes from March 11, 2020. Motion carried 5-0.

2019 Clean Up Ordinance Draft & Discussion

Mr. Grace discussed the latest version of the clean-up ordinance. The most recent added item changed the plan submission requirements to a lesser amount of copies. Mr. Grace explained the history of the process which included having the consultants review the ordinance and make recommendations. Solicitor Bresnan added that most of the changes involve waiver issues that the Planning Commission was routinely granting, i.e. slope on the bottom of the retention basin. Mr. Dingman stated that these changes will bring the ordinance into compliance with current engineering standards. Mr. Heist liked the direction and hopes that there will be less waiver requests. Mr. Caggiano asked if there were any waivers granted that should be looked at again. Solicitor Bresnan used sidewalks and curbs as an example of waivers. He further stated that courts have held that waivers that foster good development must be granted. Mr. Dingman and Solicitor Bresnan discussed parking waivers for two locations. Mr. Grace discussed the next steps for the ordinance including dates for a possible hearing. Mr. Caggiano stated that this matter should be tabled for another month due to the lack of public input and public hearings due to the pandemic. Mr. Wright agreed but also wants this to move forward so it is not the

agenda with changes every month. Mr. Gilinger asked if this ordinance runs parallel with the comprehensive plan. Mr. Grace stated the township traffic engineer is working on the Complete Streets manual part. He further stated that the changes to the clean-up ordinance are more technical/engineering based. Mr. Grace will send to the draft to the Board of Supervisors to give them an opportunity to review the changes and a public hearing will be requested at a later time.

Subdivision and Land Development Applications

1. 209 Fourth Avenue Subdivision

*Present: Manrico Troncelliti, Attorney for the Applicant
Michael Marchese, Applicant
Joseph Venezia, Applicant
Joseph Estock, Engineer*

Manrico Troncelliti, Esquire, representing the Applicant, stated that the applicant is looking to subdivide a parcel into a three-lot subdivision and construct two new twin homes. The property is in the village preservation zoning district. Applicant is looking for preliminary and final approval of its plans. The plans have been reviewed several times by township consultants and their comments and have been included.

Applicant is requesting five waivers.

- Waiver to not require existing features within 100 feet of the site. An aerial photograph was included with the plan
- Waiver to request preliminary and final approval. Documents for both preliminary and final approval have been submitted
- Waiver to not require sidewalks along Fourth Avenue. This is consistent with the area as there are no existing sidewalks on Fourth Avenue.
- Waiver to minimum right of way and pavement width of Fourth Avenue. The surrounding roads are considered existing village roads.
- Waiver to not increase the driver width from 10 to 12 feet when curbing is being used.

Mr. Caggiano stated that there are a number of consultant letters in the submittal. He would like clarification that any additional items on the letters, not listed as waivers, are deemed will comply. Mr. Estock stated that the project will comply with the consultants' letters. He also stated that the plans have been revised based on the consultants' letters and a letter was sent to the township outlining the changes. Mr. Grace stated that he received the letter and forwarded it to the consultants for their review. To move the project forward, he suggested that the applicant have clean letters by the June Board of Supervisors' meeting. Mr. Heist would like to have clean letters before sending this to the Board of Supervisors. He stated that the project is on a very difficult site and should have a detailed review. Mr. Heist would like to have a more detailed look at the water running through the site in conjunction with the waiver request to not include existing features within 100 feet.

He feels that the plan will work but it is a very difficult site. The site plan and aerial map were reviewed. Attorney Troncelliti stated that the water course was mostly dry and the plan meets the township's stormwater requirements. Attorney Bresnan asked if there was anything specific Mr. Heist was referring to that was not discussed in the consultant review letters. He further stated that any difficulties with the site would be the responsibility of the developer. Mr. Grace stated that the plan was before the Planning Commission for tentative approval and before the Zoning Hearing Board where it received steep slope relief. Attorney Bresnan further commented that the prior twin subdivision was before the Planning Commission not that long ago. Mr. Heist commented that the two plans are substantial different due to the location of the site plan. Mr. Dingman stated that the proposed site plan has 1-foot contours for a total of 4-5 feet above the 100-year flood plain elevation. He stated that the structures would not impact the 100-year flood plain. The impact would be on the steep slopes, which the applicant already received relief from the Zoning Hearing Board.

Mr. Heist asked for clarification on the trees shown in the aerial photo, specifically if they were to all be removed or some saved. Mr. Dingman stated that the trees near the flood plain would be saved but the trees at the top of the site would be removed.

The architectural rendering was reviewed. Mr. Caffrey asked if the basement would be taking up grade and there is a small amount. The rendering shows a slab on grade.

Mr. Valencia stated that the McMahon letter did not have many comments. He stated that there were no remaining concerns from a traffic perspective.

Mr. Heist made a motion that 209 Fourth Avenue Subdivision, Plan #03027 -0354-0003 P(SD) be recommended for preliminary approval with the stipulation that all comments in the consultants' letters are agreed to, and with the waivers as listed in the May 7, 2020 letter. The plan is recommended to move forward to the Board of Supervisors for final approval. The motion was seconded by Mr. Wright. Mr. Caggiano asked for public comment, none was offered. The motion was passed 5-0.

Applications Pending Review

Mr. Grace discussed applications pending review. He stated that Items 2, 3, 5 and 6 are not good candidates for this type of virtual meeting. There is currently no time clock issues. Mr. Grace advised that the Yerkes and Hopwood plans are in the process of obtaining clean consultant letters. Solicitor Bresnan stated that he spoke with Attorney Zarro and was advised that Mr. Silver recognizes a virtual meeting would be difficult to allow for public comment and questions regarding the Yerkes and Hopwood plans. Solicitor Bresnan also stated that the deed restrictions are in place for these plans. Mr. Grace stated that his last discussions with the neighbors included not having a meeting in April – said meeting was cancelled due to the pandemic anyway. He feels that the neighbors will be

attending the next public meeting.

Mr. Caggiano asked about the property address for the Greenwood subdivision. Mr. Grace stated that this project is being completed by WB Homes. Mr. Grace stated that there is a township ordinance allowing the transfer of property from one developer to another. AT this time there has only been informal discussion about the transfer. Mr. Caggiano asked if the plans would be open again due to the transfer. Mr. Grace stated the property has 14 units approved. The proposal is to sell the development rights of 13 of the units to the 357 Greenwood Avenue Subdivision developer, leaving one unit on the Barker tract. The Greenwood Avenue Subdivision would go from 26 to 39 units. Items still included with the WB Homes plan are the sidewalk along Hess Road, the connection to the Township property at Hess and Valley View Roads, and the connection through the property to continue the trail system. This has only been discussed informally with no formal plan submitted to date.

Mr. Grace stated that an item on the agenda for the May 27, 2020 meeting would be 357 Greenwood Avenue Subdivision. He was advised earlier today that the application would not be ready for that meeting and requested to be moved to a later meeting. Also, Pope John Paul requested that the plan be moved to a meeting later in the summer. Mr. Grace stated that the May 27, 2020 Planning Commission meeting should be cancelled. The next meeting would be June __, 2020

Adjournment

Mr. Wright motioned, seconded by Mr. Caffrey, to adjourn at 7:57 p.m. Motion carried 5-0.

Respectfully submitted,

Tom Wright, Secretary
Upper Providence Township Planning Commission



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

HAND DELIVERED

June 3, 2020

File No.: 18-11043T

Mr. Geoff Grace, Zoning Officer / Director of Planning
Upper Providence Township
1286 Black Rock Road
P.O. Box 406
Oaks, PA 19456

Reference: Tindey Run Sanitary Sewer Extension Project
Upper Providence Township, Montgomery County, Pennsylvania
PADEP Sewage Facilities Planning Module – Component 3m Review

Dear Geoff:

Upper Providence Township, Montgomery County is proposing the Tindey Run Sanitary Sewer Extension project. This sanitary sewer extension project consists of the extension of the existing public sanitary sewer system within the Tindey Run development, including Marshwood Drive, Whitford Drive, Old State Road, Brookdale Road, Rosemont Lane and Fruit Farm Road. Prior to any sanitary sewer connections being made to the sanitary sewer extension, Upper Providence Township must obtain PADEP Planning Module approval.

Attached to this letter please find the Component 4A and a copy of the Sewage Facilities Planning Module For Minor Act 537 Update Revision Component 3m for the Tindey Run Sanitary Sewer Extension project. As part of the planning module approval process, the local Municipal Planning Agency must review the planning module and complete the attached Component 4A within 60 days of receipt. Upon completion of the Municipal Planning Agency review please complete and sign Component 4A and return it to the following address with any comments regarding the project:

Gilmore & Associates, Inc.
184 W. Main Street, Suite 300
Trappe, PA 19426
Attention: Mark M. Mattucci

Please place this on the next available Township Planning Commission meeting agenda for review and approval by the Township Planning Commission. Should you have any questions or require additional information please contact our office.

Very truly yours,

A handwritten signature in black ink that reads "Mark M. Mattucci".

Mark M. Mattucci
Project Manager
Gilmore & Associates, Inc.

Enclosure

184 West Main Street | Suite 300 | Trappe, PA 19426 | Phone: 610-489-4949 | Fax: 610-489-8447



COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 BUREAU OF CLEAN WATER

DEP Code #: _____

**SEWAGE FACILITIES PLANNING MODULE
 COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW**

Note to Project Sponsor: To expedite the review of your proposal, one copy of your completed planning module package and one copy of this *Planning Agency Review Component* should be sent to the local municipal planning agency for their comments.

SECTION A. PROJECT NAME (See Section A of instructions)

Project Name

Tindey Run Sanitary Sewer Extension

SECTION B. REVIEW SCHEDULE (See Section B of instructions)

1. Date plan received by municipal planning agency _____

2. Date review completed by agency _____

SECTION C. AGENCY REVIEW (See Section C of instructions)

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	1. Is there a municipal comprehensive plan adopted under the Municipalities Planning Code (53 P.S. 10101, <i>et seq.</i>)?
<input type="checkbox"/>	<input type="checkbox"/>	2. Is this proposal consistent with the comprehensive plan for land use? If no, describe the inconsistencies _____
<input type="checkbox"/>	<input type="checkbox"/>	3. Is this proposal consistent with the use, development, and protection of water resources? If no, describe the inconsistencies _____
<input type="checkbox"/>	<input type="checkbox"/>	4. Is this proposal consistent with municipal land use planning relative to Prime Agricultural Land Preservation?
<input type="checkbox"/>	<input type="checkbox"/>	5. Does this project propose encroachments, obstructions, or dams that will affect wetlands? If yes, describe impacts _____
<input type="checkbox"/>	<input type="checkbox"/>	6. Will any known historical or archaeological resources be impacted by this project? If yes, describe impacts _____
<input type="checkbox"/>	<input type="checkbox"/>	7. Will any known endangered or threatened species of plant or animal be impacted by this project? If yes, describe impacts _____
<input type="checkbox"/>	<input type="checkbox"/>	8. Is there a municipal zoning ordinance?
<input type="checkbox"/>	<input type="checkbox"/>	9. Is this proposal consistent with the ordinance? If no, describe the inconsistencies _____
<input type="checkbox"/>	<input type="checkbox"/>	10. Does the proposal require a change or variance to an existing comprehensive plan or zoning ordinance?
<input type="checkbox"/>	<input type="checkbox"/>	11. Have all applicable zoning approvals been obtained?
<input type="checkbox"/>	<input type="checkbox"/>	12. Is there a municipal subdivision and land development ordinance?

SECTION C. AGENCY REVIEW (continued)

Yes

No

- 13. Is this proposal consistent with the ordinance?
 If no, describe the inconsistencies _____
- 14. Is this plan consistent with the municipal Official Sewage Facilities Plan?
 If no, describe the inconsistencies _____
- 15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?
 If yes, describe _____
- 16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?
 If yes, is the proposed waiver consistent with applicable ordinances?
 If no, describe the inconsistencies _____

17. Name, title and signature of planning agency staff member completing this section:

Name: Robert Heist

Title: Chairman, Upper Providence Township Planning Commission

Signature: _____

Date: _____

Name of Municipal Planning Agency: Upper Providence Township Planning Commission

Address 1286 Black Rock Road, P.O. Box 406, Oaks, Pennsylvania 19456

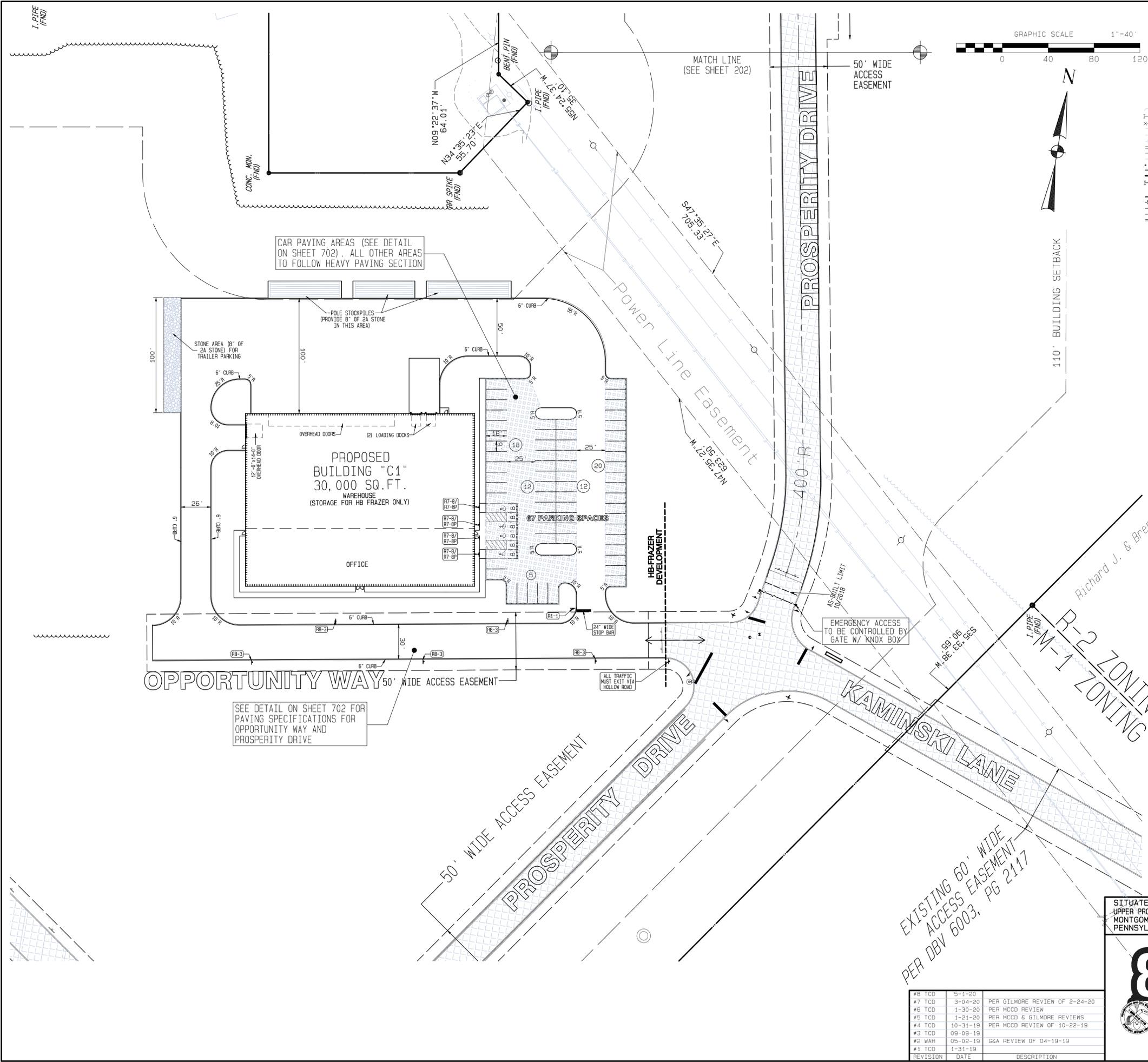
Telephone Number: 610-933-9179

SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

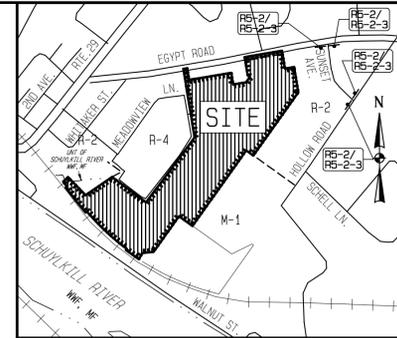
The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.



LEGEND

- = BOLLARD
- = TELEPHONE PEDESTAL
- = POST
- = WATER VALVE CAP
- = FIRE HYDRANT
- = CLEAN OUT/VENT (C.O.)
- = UTILITY POLE
- = ELECTRIC BOX
- = GAS VALVE
- = GAS METER
- = STREET SIGN (AS NOTED)
- = WOODS LINE
- = GUIDE RAIL
- = EXIST. FENCE LINE
- = EXIST. ELEC. LINE
- = EXIST. WATER LINE
- = EXIST. SANITARY SEWER LINE
- = EXIST. STORM SEWER LINE
- = EXISTING INDEX CONTOURS
- = EXISTING CONTOURS
- = SOILS BOUNDARY
- = PROPOSED CONTOUR
- = PROPOSED INDEX CONTOUR
- = PROPOSED GUIDERAIL
- = PROPOSED BUILDING
- = PROPOSED CURB
- = PROPOSED SEWER LINE
- = PROPOSED SAN. LATERAL
- = PROPOSED WATER LINE
- = PROPOSED STORM SEWER
- = PROPOSED FIRE HYDRANT
- = PROPOSED SIGN
- = PROPOSED LIGHT FIXTURE W/BASE
- = PROPOSED LANDSCAPING

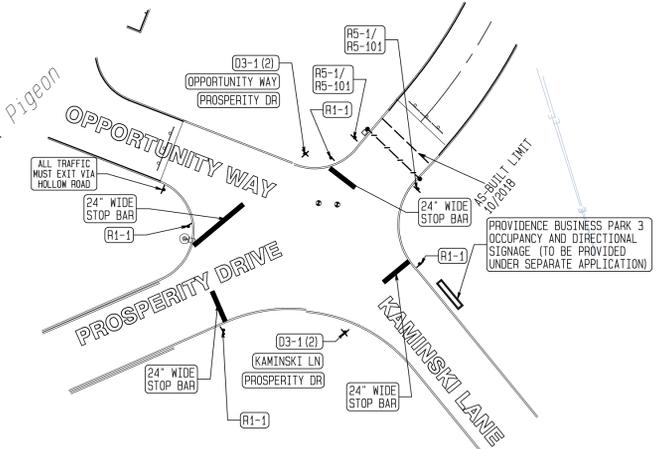


LOCATION MAP
SCALE: 1"=1,000'

SIGN CHART

DESCRIPTION	QTY.	SIZE	RM	DATE
STOP	5	24"x24"	R1-1	2-29-12
NO PARKING	5	12"x12"	RB-3	2-29-12
RESERVED ADA PARKING	4	12"x18"	R7-8	2-29-12
VAN ACCESSIBLE	4	12"x18"	R7-8P	2-29-12
DO NOT ENTER	2	30"x30"	RS-1	2-29-12
EMERGENCY AND AUTHORIZED VEHICLE ONLY SIGN	2	24"x30"	RS-101	2-29-12
ALL TRAFFIC MUST EXIT VIA HOLLOW ROAD SIGN	1	24"x30"	CUSTOM	-
STREET NAME SIGN	4	VARIES	D3-1	2-29-12
TRAFFIC SIGN	1	24"x24"	R3-102P	2-29-12
NO RIGHT TURN	1	24"x24"	R3-1	2-29-12
NO TRUCK SIGN	4	24"x24"	RS-2	2-29-12
EMERGENCY VEHICLE SIGN	4	24"x24"	RS-2-3	2-29-12

* LOCATED AT SUNSET AVE. - SEE LOCATION MAP ON SHEETS 200, 201 AND 205



INTERSECTION SIGNAGE PLAN
GRAPHIC SCALE 1"=40'

CAR PAVING AREAS (SEE DETAIL ON SHEET 702). ALL OTHER AREAS TO FOLLOW HEAVY PAVING SECTION

PROPOSED BUILDING "C1"
30,000 SQ. FT.
WAREHOUSE
(STORAGE FOR HB FRAZER ONLY)

7 PARKING SPACES

SEE DETAIL ON SHEET 702 FOR PAVING SPECIFICATIONS FOR OPPORTUNITY WAY AND PROSPERITY DRIVE

EXISTING 60' WIDE ACCESS EASEMENT PER DBV 6003, PG 2117

SITUATE IN:
UPPER PROVIDENCE TOWNSHIP,
MONTGOMERY COUNTY,
PENNSYLVANIA



**LAND DEVELOPMENT PLAN
HB FRAZER SITE**

PROVIDENCE BUSINESS PARK 3, LLC/HBFC

Ludgate Engineering Corporation
ENGINEERS SURVEYORS PLANNERS
ENVIRONMENTAL SCIENTISTS
© 2018

LINCOLN CORPORATE CENTER
10 VANGUARD DRIVE, SUITE 90
READING, PA 19606
PHONE 610/404-7330
FAX 610/404-7371

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DRAWN TCD	COMP (INCH) 6-21-18	COMP (LOTS) 6-21-18
SCALE 1"=40'	TAX MAP PARCEL #51-00-01667-00-9	COMPUTER FILE C:\Users\tom dawson\Desktop
	DRAWING NUMBER D-7802418	SHEET 201

REVISION	DATE	DESCRIPTION
#8 TCD	5-1-20	
#7 TCD	3-04-20	PER GILMORE REVIEW OF 2-24-20
#6 TCD	1-30-20	PER MCCD REVIEW
#5 TCD	1-21-20	PER MCCD & GILMORE REVIEWS
#4 TCD	10-31-19	PER MCCD REVIEW OF 10-22-19
#3 TCD	09-09-19	
#2 WAH	05-02-19	G&A REVIEW OF 04-19-19
#1 TCD	1-31-19	



May 8, 2020

File No: 18-08031T

Mr. Geoffrey Grace, Director of Planning/Zoning Officer
Upper Providence Township
1286 Black Rock Road
P.O. Box 406
Oaks, PA 19456

Reference: Providence Business Park 3/HBFC
Final Land Development Plan Review #3
Twp. Plan #2-057 010-1151 (P) LD

Dear Geoff:

In accordance with the Township's request, we have reviewed the Final Land Development Plan submission for Providence Business Park 3, LLC/HBFC. The review consisted of a thirty-two (32) sheet plan set, dated 06-21-18, last revised 5-1-20, and a Stormwater Management Report dated August 2019, last revised March 2020, as prepared by Ludgate Engineering Corporation. We offer the following comments for your consideration:

Subdivision and Land Development

1. Chapter 154-27 and Chapter 150 Stormwater Design.
 - a) Chapter 150-16.A.

A BMP Operations and Maintenance Plan shall be submitted for review of consistency with the purposes and requirements of Chapter 150 of the code of The Township of Upper Providence and any permits issued by the PADEP.
 - b) Chapter 150-18.A.

The applicant shall sign an operations and maintenance agreement with the Township the BMPs.
 - c) Chapter 150-20.A.

The owner of any land upon which permanent BMP's will be placed, constructed or implemented, as described in the BMP operations and maintenance plan, shall record the following documents in the office of the Recorder of Deeds for Montgomery County within 15 days of approval of the BMP operations plan by the Township:

 - (1) The operations and maintenance plan or a summary thereof.
 - (2) Operations and Maintenance Agreements
 - (3) Stormwater Management Easements
 - d) Chapter 150-12.B.(12)

Provide documentation for the overland flow path from EW#6 to the Regional Detention Basin assuming EW#6 is clogged. This shall be for the full, uncontrolled post-development 100-yr flow.

 - This overland flow path has been provided on page 123 of the swm report, but the page is based on an outdated drainage area plan sheet which does not match sheet 1000 of the plan set. Please update the drainage area plans at the end of the swm report.
 - Provide a grading plan for the proposed berm.

General Comments

1. Update pages 126 and 127 of swm report to latest pre-construction drainage plan (sheet 1000) and post-construction drainage plan (sheet 1001) of plan set. The revision block dates should match.

Permits and Approvals

1. PADEP Planning module or exemption is required for this project.
2. The applicant will be required to obtain sanitary sewer capacity for the project from the Lower Perkiomen Valley Regional Sewer Authority and Upper Providence Township.
3. Approval from PA American Water Company and the Township Fire Marshal must be obtained for the water service extension.
4. The Conservation District approved the Erosion and Sediment Control Plans and the Post Construction Stormwater Management Plans and issued a NPDES Permit for the project.
5. A PADOT Highway Occupancy Permit was obtained for the proposed Emergency Access Driveway from Egypt Road.
6. Approval from Exelon and other aerial utility users must be obtained for the location and aerial line clearance for the proposed driveway.

The above comments are made with the understanding that all existing features and topography are accurately represented on the plans, and that all designs, calculations and surveys are accurate and have been prepared in accordance with the current laws, regulations and currently accepted Professional Land Surveying and Engineering practices. Resubmissions of plans and reports shall include a response letter that states how the comments in this review have been addressed.

Should you have any questions please contact our office.

Very truly yours,



William K. Dingman, P.E.
Gilmore & Associates, Inc.

w/encl: GA Landscape & Lighting review

- cc: Board of Supervisors (internally distributed by the Township)
Planning Commission (internally distributed by the Township)
Bryan Bortnichak – Assistant Township Manager (email)
Joseph Bresnan, Esquire – Township Solicitor (email)
Mr. Casey A. Moore, P.E., McMahan Associates (email)
Kevin Chavous, Montgomery County Planning Commission
Eric Ostimchuk, P.E. – Traffic Planning & Design, Inc. (email)
Ted Kochen, P.E. – Gambone Development (email)
Thomas Ludgate, P.E. – Ludgate Engineering Corporation (email)



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

To: William Dingman, P.E., Gilmore Associates, Inc.
From: Christopher E. Green, LEED®AP, RLA, Gilmore Associates Inc.
RE: Landscape and Lighting Review: HB Frazer

April 14, 2020

File: 18-08031T

I have reviewed the above referenced project for compliance with Township ordinance requirements for the proposed landscape and site lighting. Based upon review of Plan Sheets 203 and 204, dated April 13, 2020, the plan is now compliant with all landscape and lighting requirements.



McMAHON ASSOCIATES, INC.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
p 215-283-9444 | f 215-283-9445

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

May 19, 2020

Mr. Geoffrey Grace
Director of Planning and Zoning
Upper Providence Township
P.O. Box 406
Oaks, PA 19456

RE: **Traffic Engineering Review #6 – Final Land Development Plans**
Providence Business Park #3, LLC/HBFC – HB Frazer Co.
Upper Providence Township, Montgomery County, PA
McMahon Project No. 818613.11
Township Escrow No. 347

Dear Geoff:

As requested, on behalf of Upper Providence Township, McMahon Associates, Inc. has completed a sixth traffic engineering review of the proposed development located on the western side of Hollow Road south of Schell Lane in Upper Providence Township. It is our understanding that the proposed development will consist of a 30,000 square foot building consisting of 9,500 square feet of office space and 20,500 square feet of warehouse space. Access will be provided via a full-movement driveway to Hollow Road, as well as an emergency-only access proposed to/from Egypt Road directly opposite MacDade Road.

The following documents were reviewed in preparation of our review:

- Final Land Development Plans for Providence Business Park 3, LLC/HBFC, prepared by Ludgate Engineering Corporation, last revised May 1, 2020.
- Response to Comments Memo for HBFC Land Development Plan, prepared by Ludgate Engineering Corporation, dated May 4, 2020.

Based on our review of the submitted documents noted above, McMahon has no further traffic related comments pertaining to the land development plans that need to be addressed at this time and finds the plans satisfactory for action by the Board of Supervisors. **Please note, as a reminder to the applicant, that the approved Highway Occupancy Permit (HOP) Plans prepared by Traffic Planning and Design, Inc. associated with the emergency access, must be resubmitted to PennDOT for a supplemental permit to reflect the 60 ft. access easement at the intersection with Hollow Road and ensure consistency between the Land Development Plans and the PennDOT HOP plans.**

Mr. Geoffrey Grace

May 19, 2020

Page 2

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed development apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me at 215.283.9444, or Anthony Valencia, Project Manager, 610.995.9444.

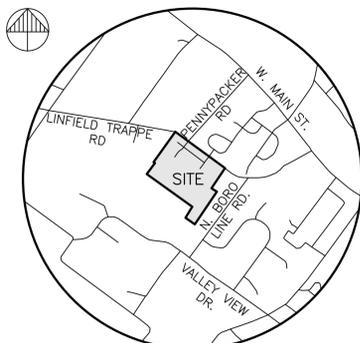
Sincerely,



Casey A. Moore, P.E.
Executive Vice President – Corporate Operations

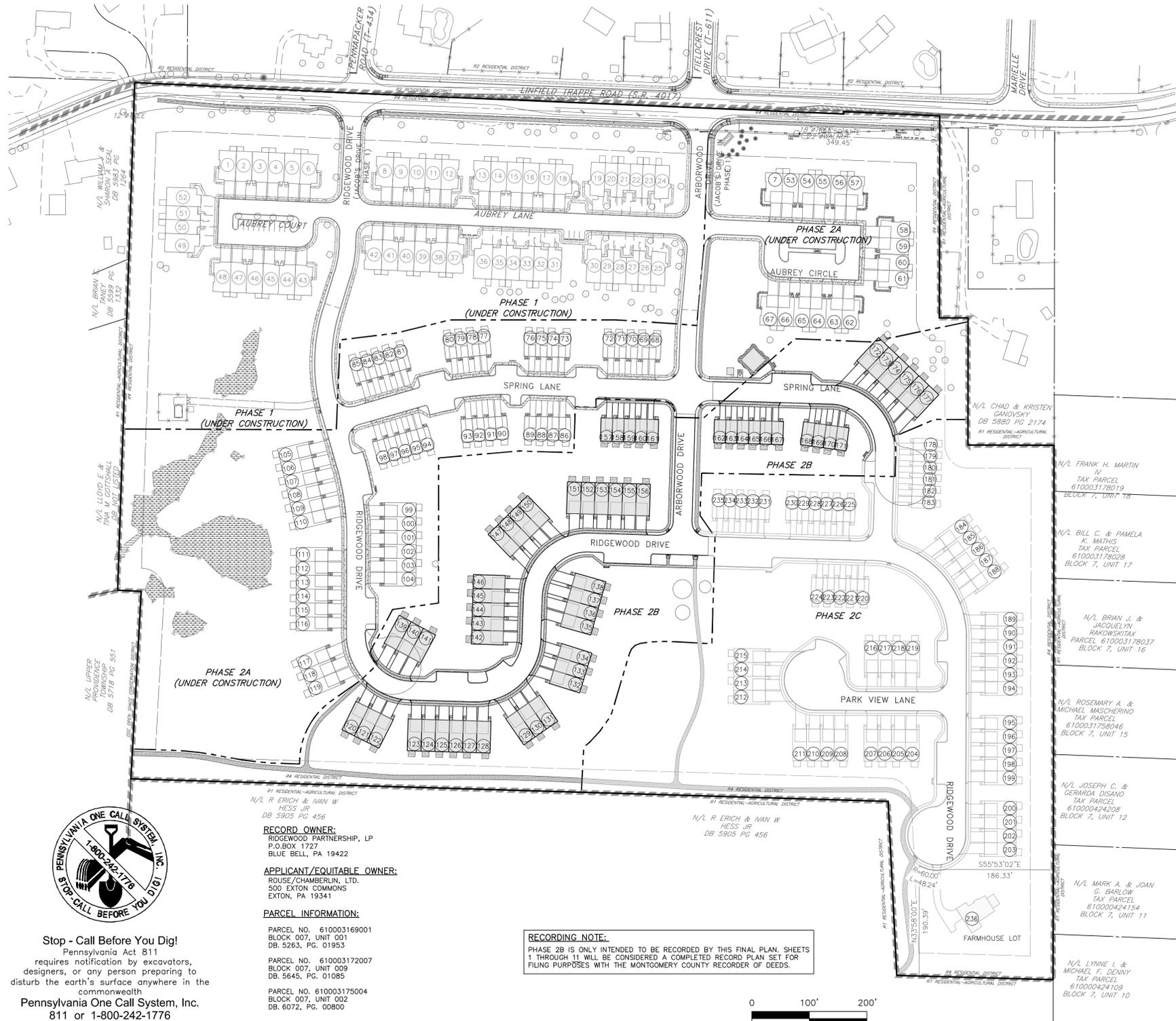
CAM/BMJ/AV

cc: Bryan Bortnichak – Assistant Township Manager
Bill Dingman, P.E. – Township Engineer
Joseph Bresnan, Esquire – Township Solicitor
Board of Supervisors (internally distributed by the Township)
Planning Commission (internally distributed by the Township)
Francis J. Hanney, PennDOT 6-0
Susan LaPenta, PennDOT 6-0
Kevin Chavous – Montgomery County Planning Commission
Thomas Ludgate – Ludgate Engineering Corporation
Ted Kochen, P.E. – Gambone Development
Eric Ostimchuk, P.E. – Traffic Planning and Design, Inc.
Tuan Duong, P.E. – Traffic Planning and Design, Inc.



LOCATION MAP
SCALE: 1" = 2000'

FINAL SUBDIVISION & LAND DEVELOPMENT PLAN FOR RIDGEWOOD - PHASE 2B UPPER PROVIDENCE TOWNSHIP - MONTGOMERY COUNTY - PENNSYLVANIA



FINAL SUBDIVISION & LAND DEVELOPMENT PLAN SHEET LIST		
SHEET NUMBER	DRAWING NUMBER	SHEET DESCRIPTION
01	TS167674	TITLE SHEET
02	MP167674	OVERALL LOT CONSOLIDATION/SUBDIVISION PLAN
03	SP067674	OVERALL SITE & PHASING PLAN
04	SP167674	SITE PLAN
05	SP267674	SITE PLAN
06	SP367674	SITE PLAN
07	SP467674	SITE PLAN
08	SP567674	SITE PLAN
09	GN167674	PROJECT NOTES
10	OP167674	OPEN SPACE PLAN
11	OP267674	OPEN SPACE PLAN
12	EC167674	EXISTING FEATURES & DEMOLITION PLAN
13	EC267674	EXISTING FEATURES & DEMOLITION PLAN
14	GRO67674	OVERALL GRADING PLAN
15	GR167674	GRADING PLAN
16	GR267674	GRADING PLAN
17	GR367674	GRADING PLAN
18	UTO67674	OVERALL UTILITIES PLAN
19	UT167674	UTILITIES PLAN
20	UT267674	UTILITIES PLAN
21	UT367674	UTILITIES PLAN
22	LL167674	OVERALL LANDSCAPE & LIGHTING PLAN
23	LL267674	LANDSCAPE & LIGHTING PLAN
24	LL367674	LANDSCAPE & LIGHTING PLAN
25	LL467674	LANDSCAPE & LIGHTING PLAN
26	RP167674	ROAD PLAN & PROFILES
27	RP267674	ROAD PLAN & PROFILES
28	RP367674	ROAD PLAN & PROFILES
29	RP467674	OFF ROAD STORM PROFILES
30	RP567674	OFF ROAD STORM PROFILES
31	RP667674	OFF ROAD SANITARY PROFILES
32	TC167674	TRUCK CIRCULATION PLAN
33	TC267674	TRUCK CIRCULATION PLAN
34	CD167674	CONSTRUCTION DETAILS
35	CD267674	CONSTRUCTION DETAILS
36	CD367674	CONSTRUCTION DETAILS
37	CD467674	CONSTRUCTION DETAILS
38	CD567674	CONSTRUCTION DETAILS
39	CD667674	CONSTRUCTION DETAILS

NOTE: THERE ARE NO SHEETS NUMBERED 40-46.

E&S CONTROL PLAN / PCSWM PLAN SHEET LIST		
SHEET NUMBER	DRAWING NUMBER	SHEET DESCRIPTION
47	ES067674	OVERALL EROSION CONTROL PLAN
48	ES167674	EROSION CONTROL PLAN
49	ES267674	EROSION CONTROL PLAN
50	ES367674	EROSION CONTROL PLAN
51	ES467674	EROSION CONTROL PLAN
52	ES567674	EROSION CONTROL PLAN
53	ES667674	EROSION CONTROL DETAIL PLAN
54	ES767674	EROSION CONTROL DETAIL PLAN
55	ES867674	EROSION CONTROL NOTES PLAN
56	ES967674	EROSION CONTROL NOTES PLAN
57	ES1067674	EROSION CONTROL NOTES PLAN
58	PC067674	OVERALL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
59	PC167674	POST CONSTRUCTION STORMWATER PLAN
60	PC267674	POST CONSTRUCTION STORMWATER PLAN
61	PC367674	POST CONSTRUCTION STORMWATER PLAN
62	PC467674	POST CONSTRUCTION STORMWATER PLAN
63	PC567674	POST CONSTRUCTION STORMWATER PLAN
64	PC673175	CONSTRUCTION DETAILS
65	PC73175	CONSTRUCTION DETAILS
66	PC873175	CONSTRUCTION DETAILS
67	PC973175	CONSTRUCTION DETAILS
68	PC1073175	PCSM CONSTRUCTION DETAILS

PENNDOT HIGHWAY OCCUPANCY PERMIT PLAN SHEET LIST		
SHEET NUMBER	DRAWING NUMBER	SHEET DESCRIPTION
01	PD167674	TITLE SHEET
02	PD267674	INDEX SHEET
03	PD367674	ROADWAY IMPROVEMENT PLAN
04	PD467674	ROADWAY IMPROVEMENT PLAN
05	PD567674	GRADING PLAN
06	PD667674	GRADING PLAN
07	PD767674	ADA RAMP DESIGN
08	PD867674	ADA RAMP DESIGN
09	PD967674	ADA RAMP DESIGN
10	PD1067674	ADA RAMP DESIGN
11	PD1167674	CONSTRUCTION DETAILS & STORM INLET PROFILE
12	PD1267674	MAINTENANCE AND PROTECTION OF TRAFFIC
13	PD1367674	MAINTENANCE AND PROTECTION OF TRAFFIC

LAST REVISED 1/24/20



Stop - Call Before You Dig!
Pennsylvania Act 811 requires notification by excavators, designers, or any person preparing to disturb the earth's surface anywhere in the Commonwealth.
Pennsylvania One Call System, Inc.
811 or 1-800-242-1776

RECORD OWNER:
RIDGEWOOD PARTNERSHIP, LP
P.O. BOX 1727
BLUE BELL, PA 19422

APPLICANT/EQUITABLE OWNER:
ROUSE/CHAMBERLIN, LTD.
500 EXTON COMMONS
EXTON, PA 19341

PARCEL INFORMATION:
PARCEL NO. 610003169001
BLOCK 007, UNIT 001
DB. 5263, PG. 01953

PARCEL NO. 610003172007
BLOCK 007, UNIT 009
DB. 5645, PG. 01085

PARCEL NO. 610003175004
BLOCK 007, UNIT 002
DB. 6072, PG. 00800

RECORDING NOTE:
PHASE 2B IS ONLY INTENDED TO BE RECORDED BY THIS FINAL PLAN. SHEETS 1 THROUGH 11 WILL BE CONSIDERED A COMPLETED RECORD PLAN SET FOR FILING PURPOSES WITH THE MONTGOMERY COUNTY RECORDER OF DEEDS.



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ON THE _____ DAY OF _____ BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____ WHO ACKNOWLEDGED HIMSELF/HERSelf TO BE THE _____ OF RIDGEWOOD PARTNERSHIP, L.P., A LIMITED PARTNERSHIP, AND THAT AS SUCH BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING PLAN BY SIGNING THE NAME OF SAID LIMITED PARTNERSHIP BY HIMSELF/HERSelf AS THAT SAID LIMITED PARTNERSHIP IS THE OWNER OF THE LAND SHOWN HEREON. ALL NECESSARY APPROVALS OF THIS PLAN HAVE BEEN OBTAINED AND IS ENDORSED THEREON AND SAID CORPORATION DESIRES THAT THIS PLAN BE DULY RECORDED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

I, _____ ACKNOWLEDGE MYSELF TO BE THE _____ OF _____ A LIMITED PARTNERSHIP, AND THAT AS SUCH BEING AUTHORIZED TO DO SO, HEREBY CERTIFY THAT THE LIMITED PARTNERSHIP IS THE REGISTERED OWNER OF THE LAND HEREIN SUBDIVIDED AND THAT THERE ARE NO SUITS PENDING AFFECTING THE TITLE OF THE SAME AND THAT I DO HEREBY ADOPT THIS PLAN AND DESIRE THE SAME TO BE RECORDED. I DO FURTHER SAVE THE TOWNSHIP HARMLESS AND INDEMNIFY THE TOWNSHIP OF UPPER PROVIDENCE AGAINST ANY LIABILITY OR LOSS RESULTING FROM THE SUBDIVISION OR DEVELOPMENT OF THIS PLAN FOR WHATEVER REASON PRESENT OR FUTURE.

AUTHORIZED SIGNATURE _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ON THE _____ DAY OF _____ BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____ PERSONALLY APPEARED JONATHAN PENDERS, WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF RC MANAGEMENT CORP., THE GENERAL PARTNER OF ROUSE/CHAMBERLIN, LTD., AND THAT AS SUCH BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING PLAN AND CERTIFIES THAT IS THE EQUITABLE OWNER OF THE LAND SHOWN HEREON. ALL NECESSARY APPROVALS OF THIS PLAN HAVE BEEN OBTAINED AND IS ENDORSED THEREON AND SAID CORPORATION DESIRES THAT THIS PLAN BE DULY RECORDED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

I, JONATHAN PENDERS ACKNOWLEDGE MYSELF TO BE THE PRESIDENT OF RC MANAGEMENT CORP., THE GENERAL PARTNER OF ROUSE/CHAMBERLIN, LTD., AND THAT AS SUCH BEING AUTHORIZED TO DO SO, HEREBY CERTIFY THAT ROUSE/CHAMBERLIN, LTD. IS THE EQUITABLE OWNER OF THE LAND HEREIN SUBDIVIDED AND THAT THERE ARE NO SUITS PENDING AFFECTING THE TITLE OF THE SAME AND THAT I DO HEREBY ADOPT THIS PLAN AND DESIRE THE SAME TO BE RECORDED. I DO FURTHER SAVE THE TOWNSHIP HARMLESS AND INDEMNIFY THE TOWNSHIP OF UPPER PROVIDENCE AGAINST ANY LIABILITY OR LOSS RESULTING FROM THE SUBDIVISION OR DEVELOPMENT OF THIS PLAN FOR WHATEVER REASON PRESENT OR FUTURE.

JONATHAN PENDERS, PRESIDENT

TOWNSHIP SUPERVISOR'S CERTIFICATION

THIS PLAN HAS BEEN APPROVED BY UPPER PROVIDENCE TOWNSHIP BOARD OF SUPERVISORS THIS _____ DAY OF _____

CHAIRMAN _____ ATTESTED: TOWNSHIP MANAGER _____

WETLANDS CERTIFICATION

I DO HEREBY CERTIFY THAT THE DELINEATION OF THE WETLANDS SHOWN ON THIS PLAN IS IN ACCORDANCE WITH THE FINDINGS OF MY FIELD INVESTIGATION AND THAT I HAVE DETERMINED THESE LIMITS BASED UPON THE CORPS OF ENGINEER GUIDELINES.

DATE _____ SIGNATURE _____

SURVEYOR'S CERTIFICATION

I, DANIE K. MOYER, P.L.S., HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAN AND SURVEY WAS PERFORMED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR BOUNDARY SURVEY SECTION OF THE MANUAL OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN THE COMMONWEALTH OF PENNSYLVANIA, AS ADOPTED BY THE PENNSYLVANIA SOCIETY OF LAND SURVEYORS ON JULY 10, 1998, THAT THIS PLAN REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION, THAT THE EXISTING PERIMETER MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AS PART OF THE SURVEY, AND ALL OTHER PROPOSED PERIMETER MONUMENTS SHALL BE SET.

PROFESSIONAL SURVEYOR SIGNATURE _____ DATE _____
DANE K. MOYER
PLS NO. SU-056988-E

ENGINEER'S CERTIFICATION

I, NICHOLAS E. FEOLA, P.E., HEREBY CERTIFY THAT THE PLAN AND DESCRIBED HEREON, AS WELL AS OTHER DRAWINGS WHICH ARE PART OF THIS PLAN SET, ARE TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE UPPER PROVIDENCE TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE, AND WERE PREPARED BY ME OR UNDER MY DIRECTION FOR WHICH I ACCEPT FULL RESPONSIBILITY.

PROFESSIONAL ENGINEER SIGNATURE _____ DATE _____
NICHOLAS E. FEOLA
PE NO. PE046399E

RECORDER OF DEEDS

RECORDED THIS _____ DAY OF _____ IN THE OFFICE FOR THE RECORDING OF DEEDS, IN AND FOR THE COUNTY OF MONTGOMERY, AT NORRISTOWN, PENNSYLVANIA IN PLAN BOOK _____ PAGE _____

FOR USE BY MPC ONLY
MPC NO. 13-0216-004
PROCESSED AND REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.
Certified this date _____
For the Director
Montgomery County Planning Commission

NO.	REVISION	DATE	BY
2	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/29/20	6/1/20	BG
3	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/4/20	5/7/20	BG
1	PHASE 2B FINAL PLAN SUBMISSION	3/6/20	BG

SEAL	SEAL	MANAGER	DATE	SCALE
		NF	3/9/17	AS NOTED

DESIGN	CHKD. BY	DRAFT	CHKD. BY	FILE	DATE	NOTES
KK		AK		ROU-01	3/9/17	

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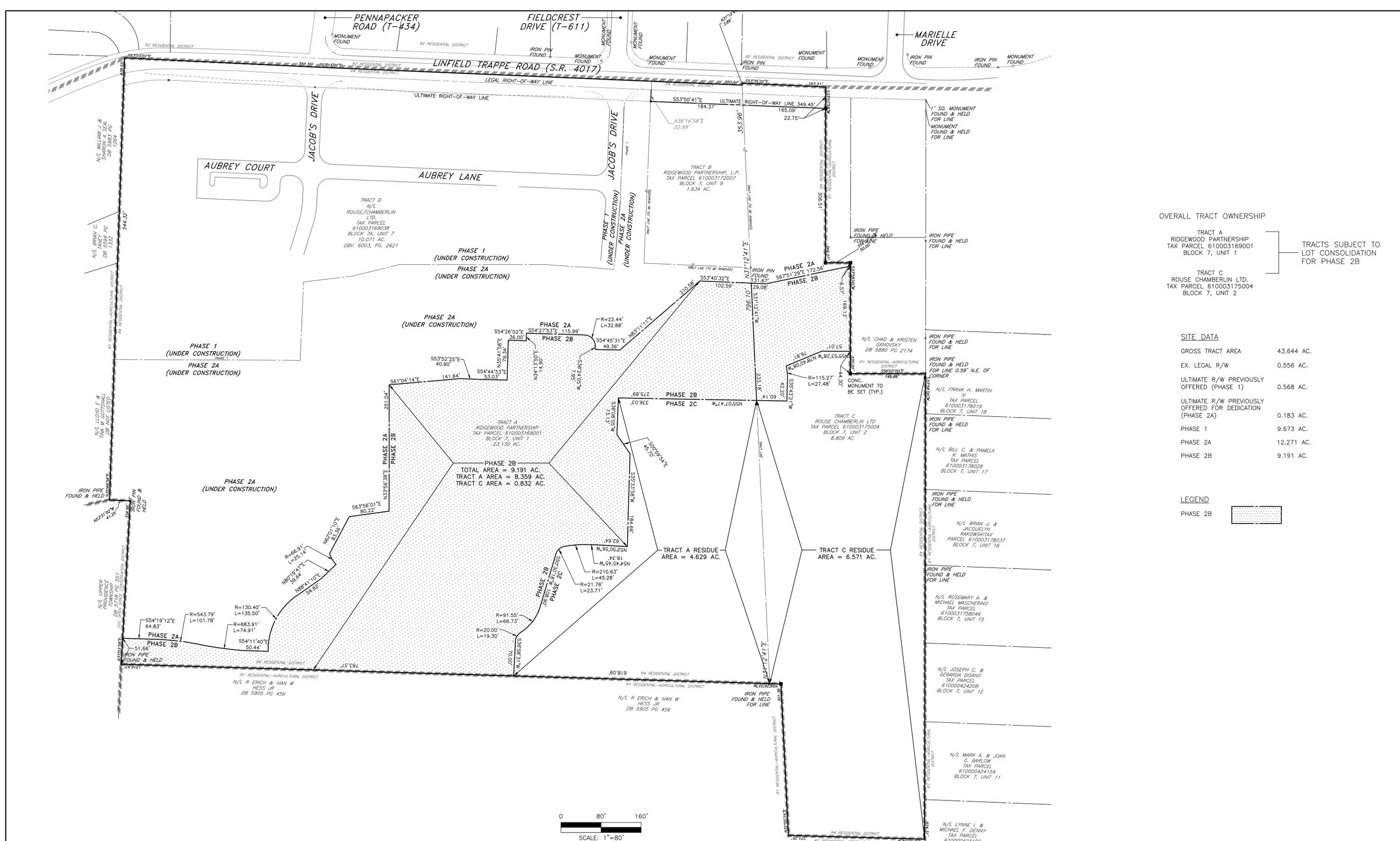
Corporate Headquarters
2129 East High Street
Pottstown, PA 19454
610-323-4040

Southampton Office
706 Lakeside Drive
Southampton, PA 18666

www.bursich.com

CLIENT	TITLE SHEET	SUBJECT	JOB NO.
ROUSE/CHAMBERLIN, LTD 500 EXTON COMMONS EXTON, PA 19341	RECORD PLAN 01 OF 11	RIDGEWOOD - PHASE 2B	167674-02B

TITLE SHEET	SUBJECT	JOB NO.
RECORD PLAN 01 OF 11	RIDGEWOOD - PHASE 2B	167674-02B
UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA		



OVERALL TRACT OWNERSHIP

TRACT A RIDGEWOOD PARTNERSHIP TAX PARCEL 610003169001 BLOCK 7, UNIT 1	TRACTS SUBJECT TO LOT CONSOLIDATION FOR PHASE 2B
TRACT C ROUSE CHAMBERLIN LTD. TAX PARCEL 610003175004 BLOCK 7, UNIT 2	

SITE DATA

GROSS TRACT AREA	43.644 AC.
EX. LEGAL R/W	0.556 AC.
ULTIMATE R/W PREVIOUSLY OFFERED (PHASE 1)	0.568 AC.
ULTIMATE R/W PREVIOUSLY OFFERED FOR DEDICATION (PHASE 2A)	0.183 AC.
PHASE 1	9.673 AC.
PHASE 2A	12.271 AC.
PHASE 2B	9.191 AC.

LEGEND

PHASE 2B	
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SEAL	SEAL	MANAGER NF
		DESIGN KK
		DRAFT AK
		FILE ROU-01
		NOTES
		DATE 3/9/17
		SCALE AS NOTED

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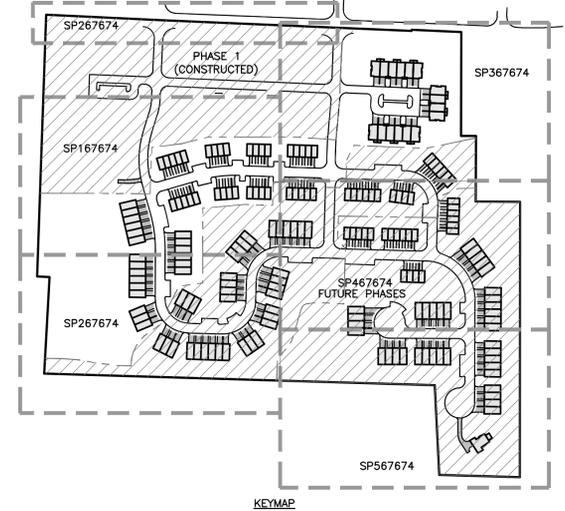
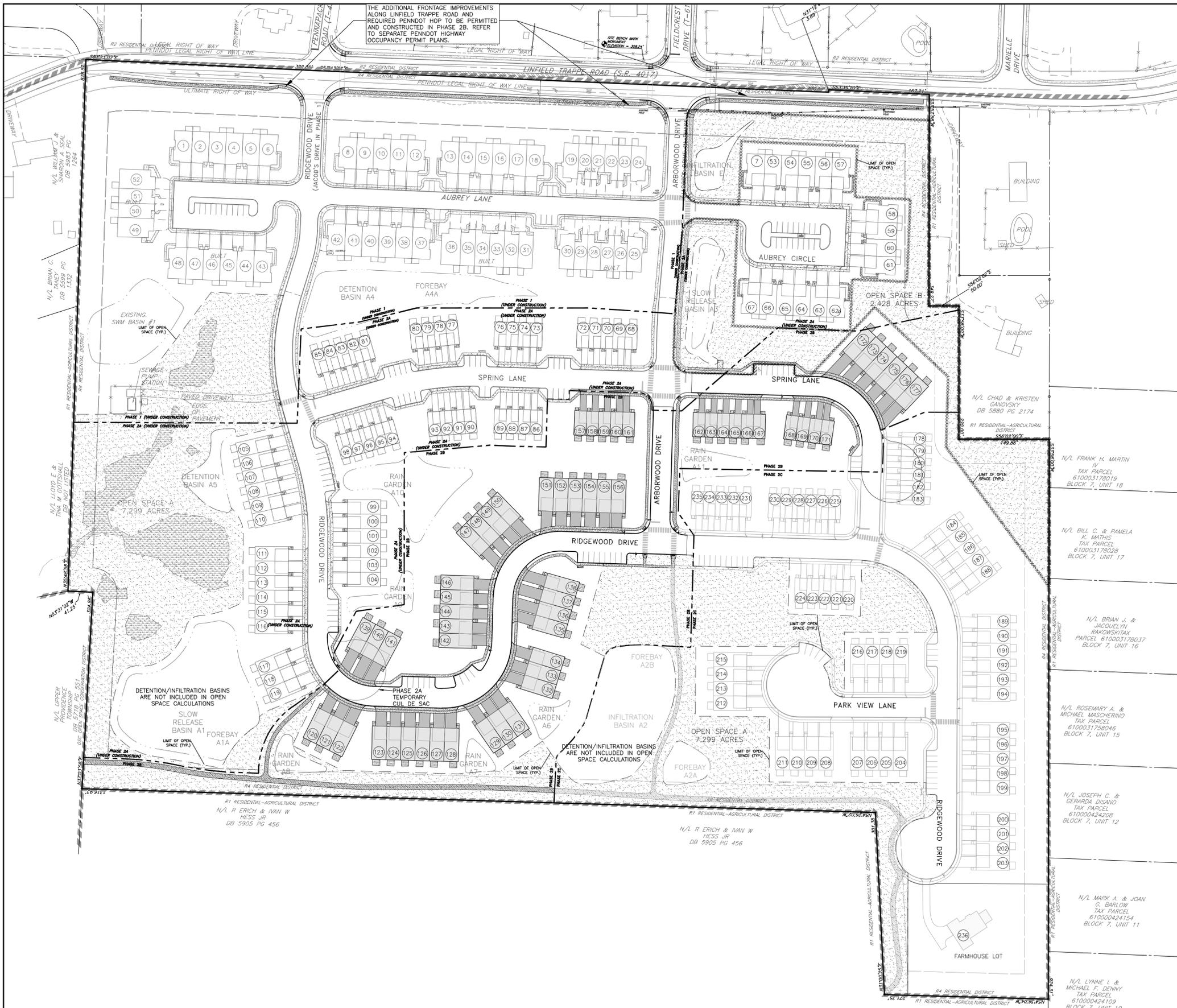
Corporate Headquarters
2129 East High Street
Pottstown, PA 19464
610-323-4040

Southampton Office
706 Lakeside Drive
Southampton, PA 18966

www.bursich.com

CLIENT	ROUSE/CHAMBERLIN, LTD 500 EXTON COMMONS EXTON, PA 19341
--------	---

SUBJECT	OVERALL LOT CONSOLIDATION/SUBDIVISION PLAN RECORD PLAN 02 OF 11
JOB NO.	167674-02B
SHEET NO.	02 OF 39
DWG. NO.	MP167674
UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA	



PHASE & UNIT SUMMARY

PHASE 1 (PREVIOUSLY APPROVED, UNDER CONSTRUCTION): 51 TOWNHOUSE UNITS 28' WIDE: UNITS 1-6, AND 8-52 (51 UNITS)
PHASE 2A (PREVIOUSLY APPROVED, UNDER CONSTRUCTION): 68 TOWNHOUSE UNITS 20' WIDE: UNITS 68-98 (31 UNITS) 24' WIDE: UNITS 99-119 (21 UNITS) 28' WIDE: UNITS 7, 53-67 (16 UNITS) TOTAL: (68 UNITS)
PHASE 2B - 58 TOWNHOUSE UNITS 20' WIDE: UNITS 157-171 (15 UNITS) 24' WIDE: UNITS 120-156, 172-177 (43 UNITS) TOTAL: (58 UNITS)
PHASE 2C - 58 TOWNHOUSE UNITS 20' WIDE: UNITS 178-183, 220-235 (22 UNITS) 24' WIDE: UNITS 184-219 (36 UNITS) TOTAL: (58 UNITS)
TOTAL TOWNHOUSE UNITS (235 UNITS)
PHASE 2C - 1 FARMHOUSE LOT

SCHEDULE OF SECTIONS AND PHASING

PHASE 2A INTENDED FINAL PLAN APPLICATION DEADLINE = 3/31/2018
 PHASE 2B INTENDED FINAL PLAN APPLICATION DEADLINE = 6/30/2022
 PHASE 2C INTENDED FINAL PLAN APPLICATION DEADLINE = 12/31/2026

LINFIELD TRAPPE ROAD & PEDESTRIAN IMPROVEMENTS TIMING NOTE

IN CONFORMANCE WITH TOWNSHIP RESOLUTION 2018-18:
 1. LINFIELD TRAPPE ROAD WILL BE WIDENED FOR THE ENTIRE LENGTH OF THE RIDGEWOOD II FRONTAGE (BUT NOT RIDGEWOOD I FRONTAGE) PRIOR TO APPROVAL OF PHASE 2B BUT NOT FOR THE FINAL APPROVAL OF 2A.
 2. THE APPLICANT WILL CONSTRUCT A TRAIL OR SIDEWALK ALONG LINFIELD TRAPPE ROAD FOR THE FRONTAGE OF BOTH PHASE I AND PHASE II OF THE RIDGEWOOD DEVELOPMENT, AS DETERMINED BY PENNDOT. DETAILS TO BE INCLUDED IN FINAL APPROVAL OF PHASES 2B AND/OR 2C BUT NOT THE PRESENT 2A.

PHASE 2B HOUSE ADDRESS:

LOT NUMBER	HOUSE ADDRESS
120	330 RIDGEWOOD DRIVE
121	332 RIDGEWOOD DRIVE
122	334 RIDGEWOOD DRIVE
123	336 RIDGEWOOD DRIVE
124	338 RIDGEWOOD DRIVE
125	340 RIDGEWOOD DRIVE
126	342 RIDGEWOOD DRIVE
127	344 RIDGEWOOD DRIVE
128	346 RIDGEWOOD DRIVE
129	348 RIDGEWOOD DRIVE
130	350 RIDGEWOOD DRIVE
131	352 RIDGEWOOD DRIVE
132	354 RIDGEWOOD DRIVE
133	356 RIDGEWOOD DRIVE
134	358 RIDGEWOOD DRIVE
135	360 RIDGEWOOD DRIVE
136	362 RIDGEWOOD DRIVE
137	364 RIDGEWOOD DRIVE
138	366 RIDGEWOOD DRIVE
139	323 RIDGEWOOD DRIVE
140	325 RIDGEWOOD DRIVE
141	327 RIDGEWOOD DRIVE
142	347 RIDGEWOOD DRIVE
143	349 RIDGEWOOD DRIVE
144	351 RIDGEWOOD DRIVE
145	353 RIDGEWOOD DRIVE
146	355 RIDGEWOOD DRIVE
147	357 RIDGEWOOD DRIVE
148	359 RIDGEWOOD DRIVE
149	361 RIDGEWOOD DRIVE
150	363 RIDGEWOOD DRIVE
151	365 RIDGEWOOD DRIVE
152	367 RIDGEWOOD DRIVE
153	369 RIDGEWOOD DRIVE
154	371 RIDGEWOOD DRIVE
155	373 RIDGEWOOD DRIVE
156	375 RIDGEWOOD DRIVE
157	209 SPRING LANE
158	207 SPRING LANE
159	205 SPRING LANE
160	203 SPRING LANE
161	201 SPRING LANE
162	199 SPRING LANE
163	197 SPRING LANE
164	195 SPRING LANE
165	193 SPRING LANE
166	191 SPRING LANE
167	189 SPRING LANE
168	187 SPRING LANE
169	185 SPRING LANE
170	183 SPRING LANE
171	181 SPRING LANE
172	186 SPRING LANE
173	184 SPRING LANE
174	182 SPRING LANE
175	180 SPRING LANE
176	178 SPRING LANE
177	176 SPRING LANE



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3	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/4/20	5/7/20	BG
1	PHASE 2B FINAL PLAN SUBMISSION	3/6/20	BG

SEAL	SEAL	MANAGER NF
		DESIGN KK
		DRAFT AK
		FILE ROU-01
		NOTES
		CHKD. BY
		CHKD. BY
		DATE 3/9/17
		SCALE AS NOTED

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Southampton Office
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Southampton, PA 18966
610-323-4040

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CLIENT
ROUSE/CHAMBERLIN, LTD
500 EXTON COMMONS
EXTON, PA 19341

SUBJECT
OVERALL SITE & PHASING PLAN
RECORD PLAN 03 OF 11

RIDGEWOOD - PHASE 2B

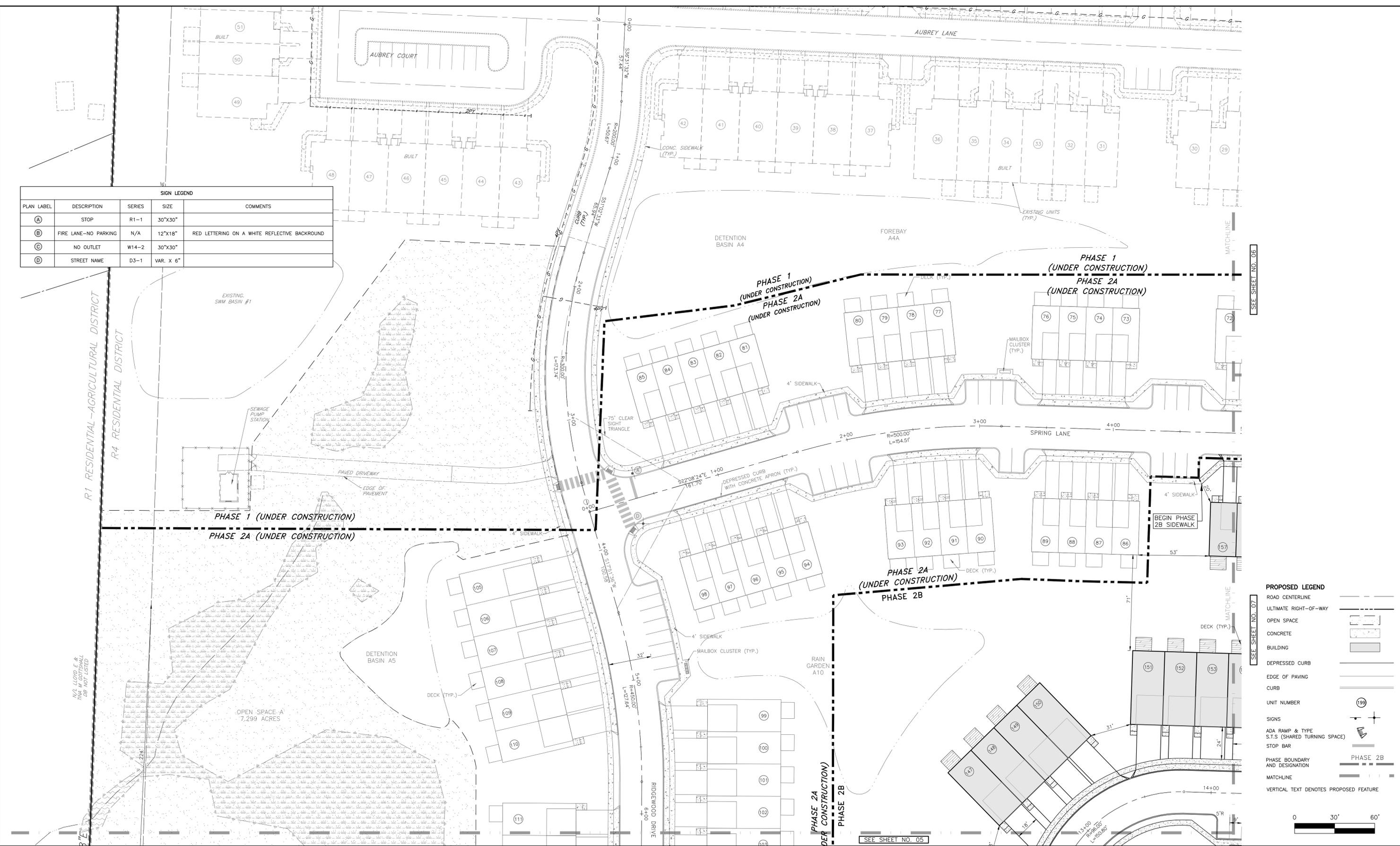
UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

JOB NO.
167674-02B

SHEET NO.
03 OF 39

DWG. NO.
SP067674

SIGN LEGEND				
PLAN LABEL	DESCRIPTION	SERIES	SIZE	COMMENTS
(A)	STOP	R1-1	30"x30"	
(B)	FIRE LANE-NO PARKING	N/A	12"x18"	RED LETTERING ON A WHITE REFLECTIVE BACKGROUND
(C)	NO OUTLET	W14-2	30"x30"	
(D)	STREET NAME	D3-1	VAR. X 6"	

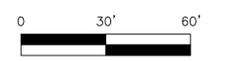


SEE SHEET NO. 06

SEE SHEET NO. 07

SEE SHEET NO. 05

PROPOSED LEGEND	
ROAD CENTERLINE	
ULTIMATE RIGHT-OF-WAY	
OPEN SPACE	
CONCRETE	
BUILDING	
DEPRESSED CURB	
EDGE OF PAVING	
CURB	
UNIT NUMBER	
SIGNS	
ADA RAMP & TYPE	
S.T.S (SHARED TURNING SPACE)	
STOP BAR	
PHASE BOUNDARY AND DESIGNATION	
MATCHLINE	
VERTICAL TEXT DENOTES PROPOSED FEATURE	



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1	PHASE 2B FINAL PLAN SUBMISSION	3/6/20	BG

SEAL

MANAGER NF

DESIGN KK CHKD. BY

DRAFT AK CHKD. BY

FILE ROU-01 DATE 3/9/17

NOTES SCALE AS NOTED

SEAL

MANAGER NF

DESIGN KK CHKD. BY

DRAFT AK CHKD. BY

FILE ROU-01 DATE 3/9/17

NOTES SCALE AS NOTED

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2129 East High Street
Pottstown, PA 19464
610-323-4040

Southampton Office
706 Lakeside Drive
Southampton, PA 18666

www.bursich.com

CLIENT

ROUSE/CHAMBERLIN, LTD
500 EXTON COMMONS
EXTON, PA 19341

SUBJECT

SITE PLAN
RECORD PLAN 04 OF 11

RIDGEWOOD - PHASE 2B

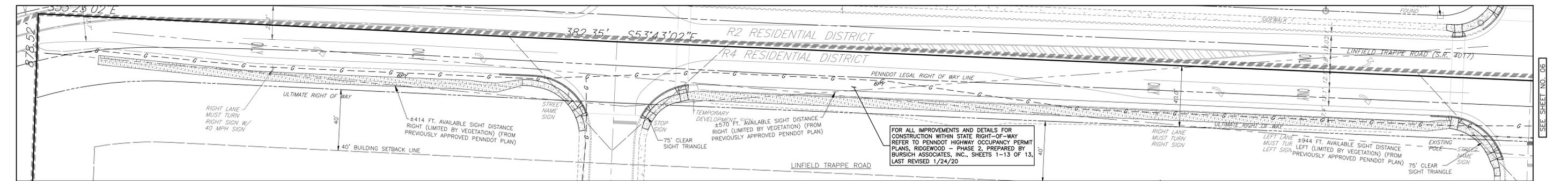
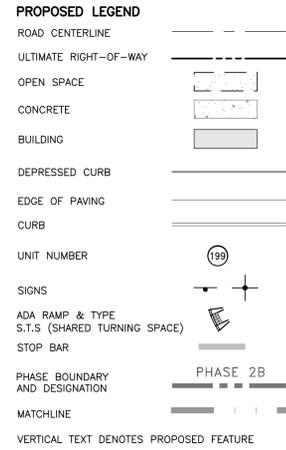
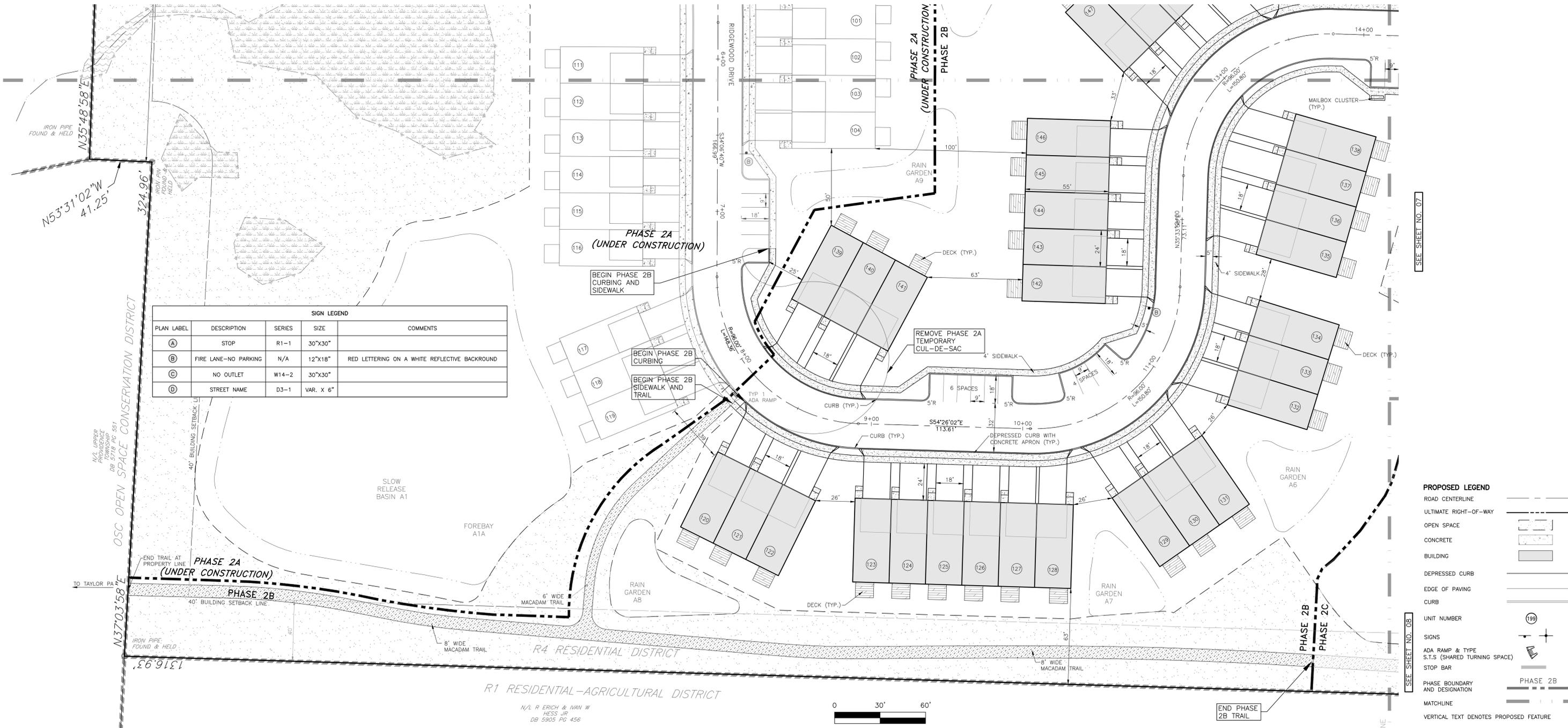
UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

JOB NO.
167674-02B

SHEET NO.
04 OF 39

DWG. NO.
SP167674

SEE SHEET NO. 04



NO.	REVISION	DATE	BY
3	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/29/20	6/1/20	BG
2	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/4/20	5/7/20	BG
1	PHASE 2B FINAL PLAN SUBMISSION	3/6/20	BG

SEAL	SEAL
------	------

MANAGER	NF
DESIGN	KK
DRAFT	AK
FILE	ROU-01
NOTES	AS NOTED

BURSICH
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Corporate Headquarters
2129 East High Street
Pottstown, PA 19454
610-323-4040

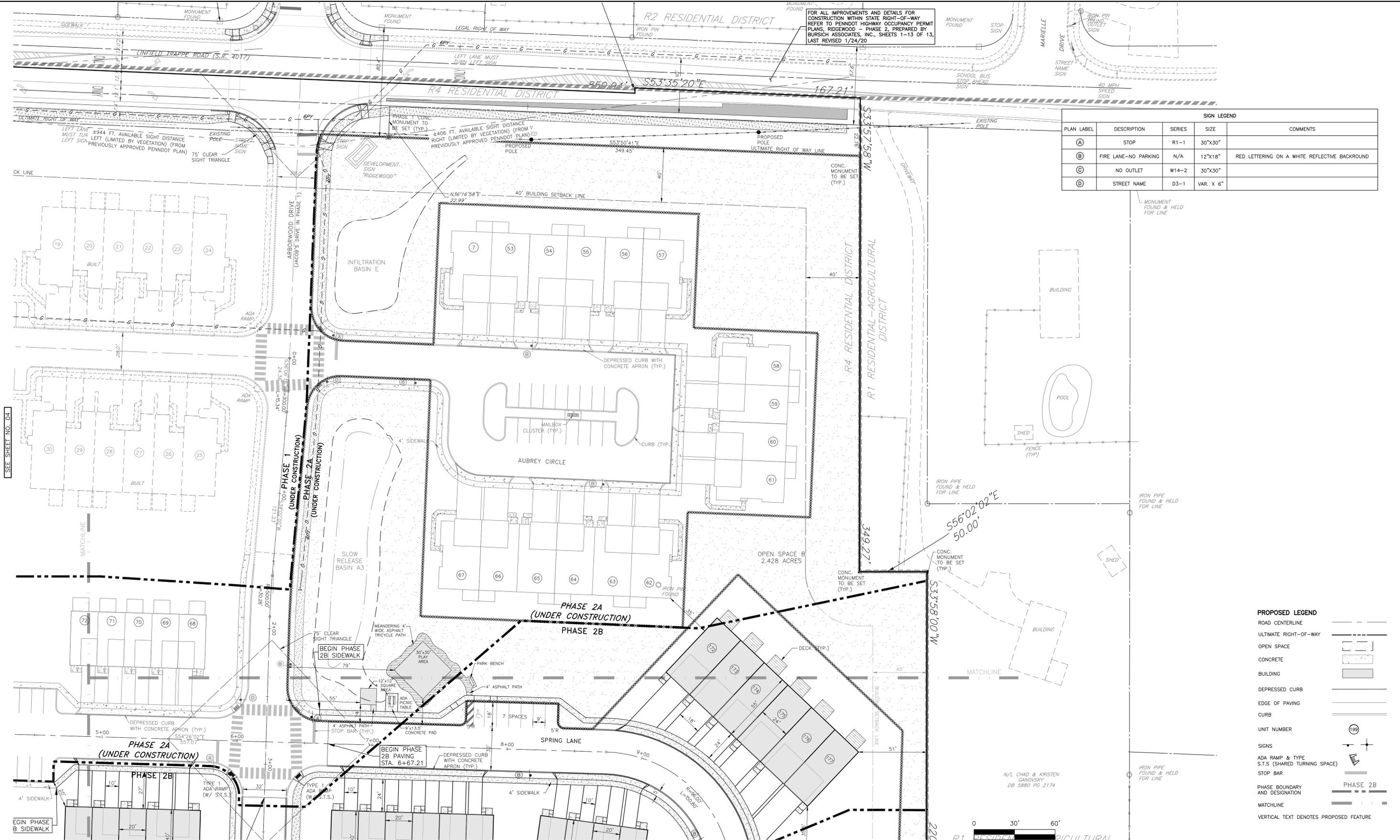
Southampton Office
706 Lakeside Drive
Southampton, PA 18966

www.bursich.com

CLIENT	ROUSE/CHAMBERLIN, LTD 500 EXTON COMMONS EXTON, PA 19341
--------	---

SITE PLAN	RECORD PLAN 05 OF 11
SUBJECT	RIDGEWOOD - PHASE 2B
	UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

JOB NO.	167674-02B
SHEET NO.	05 OF 39
DWG. NO.	SP267674



FOR ALL IMPROVEMENTS AND DETAILS FOR CONSTRUCTION WITHIN STATE RIGHT-OF-WAY REFER TO PENNDOT HIGHWAY OCCUPANCY PERMIT PLANS, RIDGEWOOD - PHASE 2, PREPARED BY BURSICH ASSOCIATES, INC., SHEETS 1-13 OF 13, LAST REVISED 1/24/20

SIGN LEGEND				
PLAN LABEL	DESCRIPTION	SERIES	SIZE	COMMENTS
(A)	STOP	R1-1	30"x30"	
(B)	FIRE LANE-NO PARKING	N/A	12"x18"	RED LETTERING ON A WHITE REFLECTIVE BACKGROUND
(C)	NO OUTLET	W14-2	30"x30"	
(D)	STREET NAME	D3-1	VAR. X 6"	

PROPOSED LEGEND	
ROAD CENTERLINE	
ULTIMATE RIGHT-OF-WAY	
OPEN SPACE	
CONCRETE	
BUILDING	
DEPRESSED CURB	
EDGE OF PAVING	
CURB	
UNIT NUMBER	
SIGNS	
ADA RAMP & TYPE S.T.S (SHARED TURNING SPACE)	
STOP BAR	
PHASE BOUNDARY AND DESIGNATION	
MATCHLINE	
VERTICAL TEXT DENOTES PROPOSED FEATURE	



NO.	REVISION	DATE	BY
3	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/29/20	6/1/20	BG
2	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/4/20	5/7/20	BG
1	PHASE 2B FINAL PLAN SUBMISSION	3/6/20	BG

SEAL

MANAGER NF

DESIGN KK CHKD. BY

DRAFT AK CHKD. BY

FILE ROU-01 DATE 3/9/17

NOTES SCALE AS NOTED

SEAL

MANAGER NF

DESIGN KK CHKD. BY

DRAFT AK CHKD. BY

FILE ROU-01 DATE 3/9/17

NOTES SCALE AS NOTED

BURSICH
Sharing your Vision

Corporate Headquarters
2129 East High Street
Pottstown, PA 19464
610-323-4040

Southampton Office
706 Lakeside Drive
Southampton, PA 18966

www.bursich.com

CLIENT

ROUSE/CHAMBERLIN, LTD
500 EXTON COMMONS
EXTON, PA 19341

SUBJECT

SITE PLAN
RECORD PLAN 06 OF 11

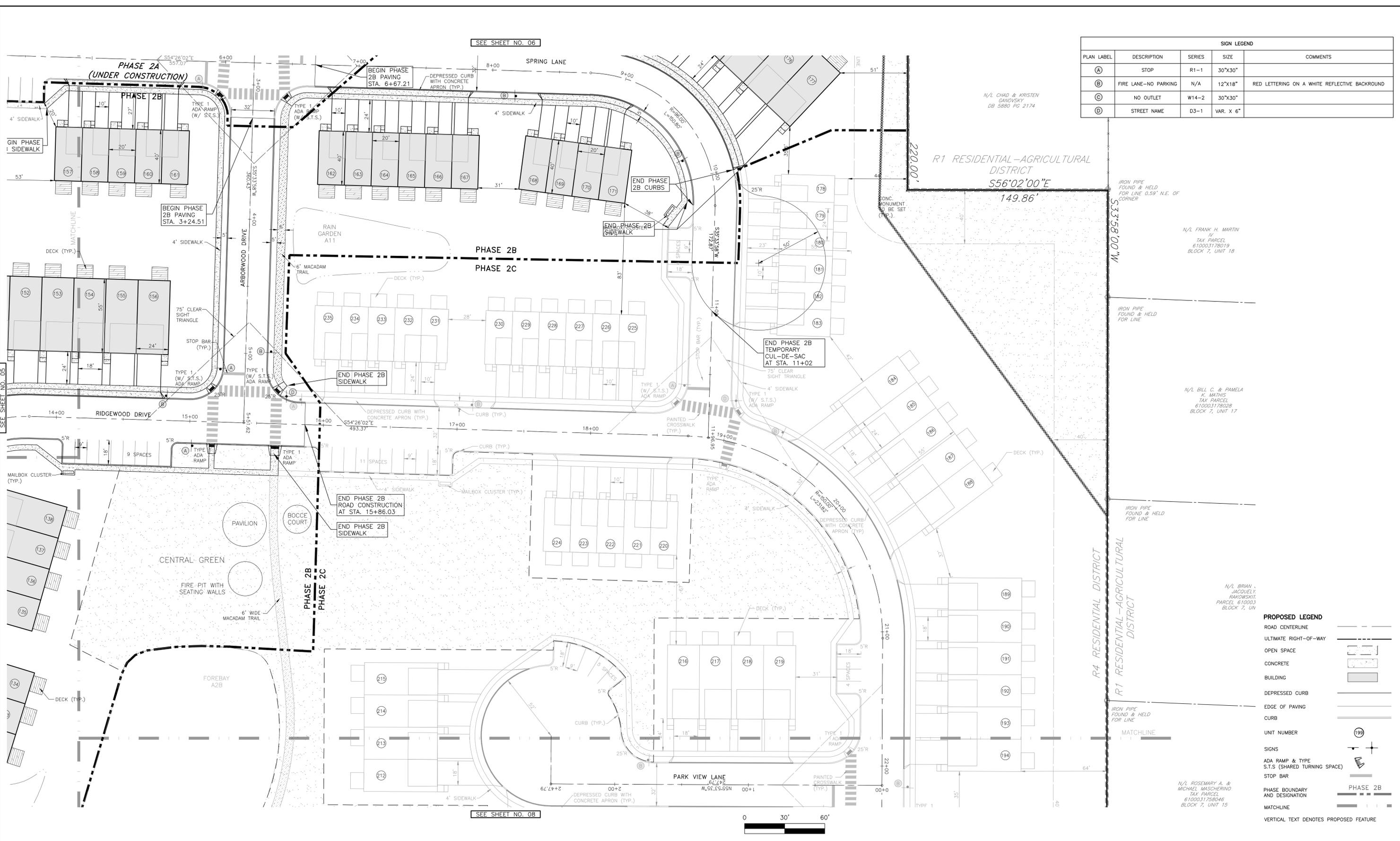
RIDGEWOOD - PHASE 2B

UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

JOB NO.
167674-02B

SHEET NO.
06 OF 39

DWG. NO.
SP367674



SIGN LEGEND				
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(A)	STOP	R1-1	30"x30"	
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(C)	NO OUTLET	W14-2	30"x30"	
(D)	STREET NAME	D3-1	VAR. X 6"	

PROPOSED LEGEND	
ROAD CENTERLINE	---
ULTIMATE RIGHT-OF-WAY	---
OPEN SPACE	[Pattern]
CONCRETE	[Pattern]
BUILDING	[Pattern]
DEPRESSED CURB	---
EDGE OF PAVING	---
CURB	---
UNIT NUMBER	(190)
SIGNS	[Symbol]
ADA RAMP & TYPE S.T.S. (SHARED TURNING SPACE)	[Symbol]
STOP BAR	---
PHASE BOUNDARY AND DESIGNATION	PHASE 2B
MATCHLINE	---
VERTICAL TEXT DENOTES PROPOSED FEATURE	

NO.	REVISION	DATE	BY
3	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/29/20	6/1/20	BG
2	REVISED PER GILMORE & ASSOCIATES, INC. REVIEW LETTER DATED 5/4/20	5/7/20	BG
1	PHASE 2B FINAL PLAN SUBMISSION	3/6/20	BG

SEAL	SEAL
MANAGER	NF
DESIGN	KK
DRAFT	AK
FILE	ROU-01
NOTES	

CHKD. BY	
CHKD. BY	
DATE	3/9/17
SCALE	AS NOTED

BURSICH

 Sharing your Vision

Corporate Headquarters
 2129 East High Street
 Pottstown, PA 19464
 610-323-4040

Southampton Office
 706 Lakeside Drive
 Southampton, PA 18966
 610-323-4040

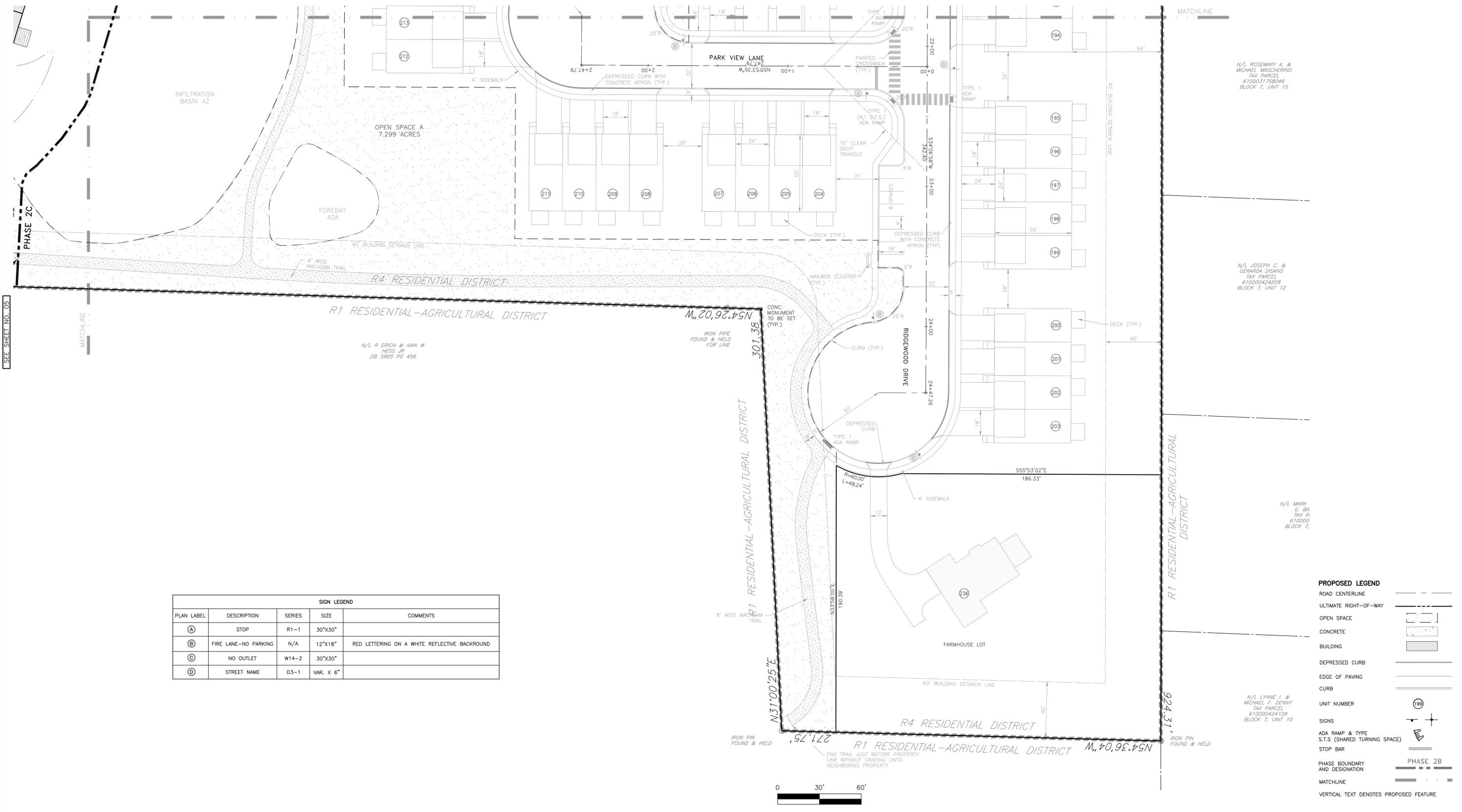
www.bursich.com

CLIENT
ROUSE/CHAMBERLIN, LTD
 500 EXTON COMMONS
 EXTON, PA 19341

SUBJECT
 SITE PLAN
 RECORD PLAN 07 OF 11
RIDGEWOOD - PHASE 2B
 UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

JOB NO.
 167674-02B
 SHEET NO.
 07 OF 39
 DWG. NO.
 SP467674

SEE SHEET NO. 08



SEE SHEET NO. 05

SIGN LEGEND				
PLAN LABEL	DESCRIPTION	SERIES	SIZE	COMMENTS
(A)	STOP	R1-1	30"x30"	
(B)	FIRE LANE-NO PARKING	N/A	12"x18"	RED LETTERING ON A WHITE REFLECTIVE BACKGROUND
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STOP BAR	
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1	PHASE 2B FINAL PLAN SUBMISSION	3/6/20	BG

SEAL

MANAGER	NF
DESIGN	KK
DRAFT	AK
FILE	ROU-01
NOTES	

BURSICH
Sharing your Vision

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2129 East High Street
Pottstown, PA 19444
610-323-4040

Southampton Office
706 Lakeside Drive
Southampton, PA 18966

www.bursich.com

CLIENT
ROUSE/CHAMBERLIN, LTD
500 EXTON COMMONS
EXTON, PA 19341

SUBJECT
RIDGEWOOD - PHASE 2B
UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

JOB NO.	167674-02B
SHEET NO.	08 OF 39
DWG. NO.	SP567674



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

May 4, 2020

File No: 13-10107T1

Mr. Geoff Grace, Zoning Officer
Upper Providence Township
1286 Black Rock Road
P.O. Box 406
Oaks, PA 19456

Reference: Ridgewood Phase 2B -- Final SD/Land Development Plan Review
Twp. Plan #8-007001-1130 (P) SD/LD

Dear Geoff:

In accordance with the Township's request, we have reviewed the Final Land Development Plans for Ridgewood Phase 2B located on the south side of Linfield Trappe Road at the intersections with Fieldcrest Drive and Pennapacker Road. The review consisted of a 39-sheet plan set dated March 9, 2017 last revised March 6, 2020, and a Stormwater Management Report dated February 2020, all prepared by Bursich Associates, Inc.

General

1. The subject property is a 42.33-acre parcel located on the south side of Linfield Trappe Road, east of Township Line Road within the R-4 Residential Zoning District. The subject property will be constructed in three phases, 2A, 2B and 2C. Phase 2A will include 68 units, Phase 2B will include 58 units and Phase 2C will include 59 units. The current plan submitted by the applicant is for final approval of Phase 2B only.

Subdivision and Land Development

1. Section 150-18.A.
The applicant shall sign and record an O&M agreement with the Township covering all BMPs that are to be privately owned.

Additional Comments

1. Units 123-134 have basements of 7.83 feet in height, whereas all other units with basements have 8.83 feet in height. Please revise.
2. The roadway improvements shown on Sheet 5 Site Plan should match the approved Highway Occupancy Permit Plans.
3. On Sheet 3, there is a reference to "Phase 3C" and not Phase 2C in the Schedule of Sections and Phasing Note. Please revise.
4. Please clarify if the Building Summary values and Parking Summary values for Phase 2 as listed on Sheet 9 have been updated due to the change in unit size for units 172 to 177.

Permits and Approvals

1. A PADOT Highway Occupancy Permit has been obtained for the construction of the proposed road improvements along Linfield Trappe Road property frontage.

2. Approval from PA American Water Company and the Township Fire Marshal must be obtained for the public water extension.
3. The township should confirm sewage capacity has been purchased for the project. The applicant shall document that the wastewater pump station owner agrees to accept the wastewater flow from this phase of the development.
4. The MCCD approved the project via letter/permit dated 11/20/17.

The above comments are made with the understanding that all existing features and topography are accurately represented on the plans, and that all designs, calculations and surveys are accurate and have been prepared in accordance with the current laws, regulations and currently accepted Professional Land Surveying and Engineering practices. Please provide a response letter detailing how each of the above comments was addressed with the next plan submission. Should you have any questions please contact our office.

Very truly yours,



William K. Dingman, P.E.
Gilmore & Associates, Inc.

cc: Mr. Bryan Bortnichak, Asst. Twp. Manager, Upper Providence Township (email)
Mr. Joseph Bresnan, Esquire, Upper Providence Township Solicitor (email)
Mr. Casey Moore, P.E., McMahon Associates (email)
Mr. Kim Kryder, Bursich Assoc. Inc. (Applicant's Engineer) (email)
Mr. Gregg Graham, Rouse Chamberlin LTD (Applicant) (email)



McMAHON ASSOCIATES, INC.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
p 215-283-9444 | f 215-283-9446

PRINCIPALS

Joseph W. McMahon, P.E.
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
William T. Steffens
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE

ASSOCIATES

John J. Mitchell, P.E.
Christopher J. Williams, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.

April 3, 2020

Mr. Geoffrey Grace
Director of Planning
Upper Providence Township
P.O. Box 406
Oaks, PA 19456

RE: **Traffic Engineering Review No. 5**
Ridgewood Phase 2B Review
Upper Providence Township, Montgomery County, PA
McMahon Project No. 816298.11
Township Escrow No. 304

Dear Geoff:

As requested, on behalf of Upper Providence Township, McMahon Associates, Inc. has completed a traffic engineering review of the modifications to the land development plans for the proposed residential development to be located along the southern side of Linfield Road (S.R. 4017) opposite Pennapacker Road and Fieldcrest Drive in Upper Providence Township. It is our understanding that the proposed development will occur in phases with Phase 1, which has been approved and is currently under construction, consisting of 51 townhouse units. Phase 2A will consist of 68 townhouse units, Phase 2B will consist of 58 townhouse units, and Phase 2C will consist of 58 townhouse units and one single family home. Access to Phases 1 and 2 of the development is proposed via the two (2) existing full movement intersections with Linfield Road (S.R. 4017), one opposite Pennapacker Road and the other opposite Fieldcrest Drive. **It should be noted that this letter only pertains to the site modifications for Phase 2B of the development, which include increasing the lot width for units 172 to 177 from 20 feet to 24 feet. Since lots 172 to 177 will now have two-car garages instead of the previously proposed one-car garages, the applicant is proposing to remove three (3) visitor spaces along Spring Lane and three (3) visitor spaces in the parking area across from units 178-183 in Phase 2C.**

The following document was reviewed in preparation of our review:

- Final Subdivision & Land Development Plans for Ridgewood – Phase 2B, prepared by Bursich Associates, last revised March 6, 2020.

Based on our review of the submitted documents noted above, McMahon has no other traffic comments related to the submitted plans that need to be addressed at this time and finds the plans satisfactory for action by the Board of Supervisors.

Mr. Geoffrey Grace

April 3, 2020

Page 2

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed development apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me at 215.283.9444 or Anthony Valencia, Project Manager, at 610.594.9995.

Sincerely,

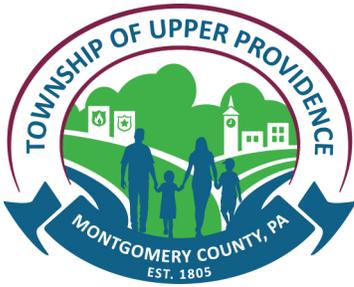


Casey A. Moore, P.E.

Executive Vice President – Corporate Operations

CAM/AV/BMJ

cc: Bryan Bortnichak – Assistant Township Manager
Bill Dingman, P.E. – Township Engineer, Gilmore Associates, Inc.
Joe Bresnan, Esquire – Township Solicitor
Board of Supervisors (internally distributed)
Planning Commission (internally distributed)
Kevin Chavous – Montgomery County Planning Commission
Nick Feola, P.E. – Bursich Associates (Applicant's Engineer)



1286 Black Rock Road
P.O. Box 406
Oaks, PA 19456
Phone: 610-933-9179
Fax: 610-983-0355

Visit Us Online:

www.uprov-montco.org

General Inquiries:

admin@uprov-montco.org

Board of Supervisors

Helene Calci, Chair
Albert Vagnozzi, Vice Chair
Laurie Higgins
John Pearson
Bill Starling

Township Manager/Secretary

Timothy J. Tieperman

Township Solicitor

Joseph E. Bresnan, Esq.

February 14, 2020

RE: *Pope John Paul II—Bleachers Installation (Amended Final)*
Twp. #5006-0358-0002 Amended Final

Please review the enclosed material and return your comments to the Township offices at your earliest convenience.

Sincerely,

Geoffrey B. Grace, AICP

Zoning Officer/Director of Planning, Township of Upper Providence

cc: (via email unless otherwise noted)
Upper Providence Board of Supervisors
Upper Providence Township Planning Commission
Township Manager
Spring Ford School District (hand delivery)
Township Solicitor
Township Engineer (internal mail)
Township Traffic Engineer

UPPER PROVIDENCE TOWNSHIP
APPLICATION FOR REVIEW

TWP. PLAN# 5006-0358-0002
DATE SUBMITTED 2.13.2020 AMENDED
FINAL

Page 1 of 3

Owner's Name ARCHDIOCESE OF PHILADELPHIA Phone _____

Address 222 N. 17th ST, PHILADELPHIA, PA 19103

Development Name ATHLETIC STADIUM, POPE JOHN PAUL II

Applicant's Name SAME AS OWNER Phone 484-975-6500

Address _____

Submitted by: MCCARTHY ENG. ASSOC, INC Phone 610-373-8001

Address 555 VAN REED ROAD, WYOMISSING, PA 19010

E-Mail address CBONGENBERGER@MCCARTHY-ENGINEERING.COM

Type of Review Requested	Type of Plan	Type of Submission
<input type="checkbox"/> Subdivision	<input type="checkbox"/> Tentative	<input type="checkbox"/> New Proposal
<input checked="" type="checkbox"/> Land Development	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Revised Prior Proposal
<input type="checkbox"/> Zoning Amendment	<input checked="" type="checkbox"/> Final (AMENDED)	<input type="checkbox"/> Next Plan Stage based on prior approval
<input type="checkbox"/> Conditional Use		
<input type="checkbox"/> Curative Amendment		
<input type="checkbox"/> Other		

Zoning	Fee	Area
Existing: <u>R1-RESIDENTIAL/AC</u>	Application <u>\$2,000</u>	<u>1.2 (Ac)</u> or sq. ft. (SITE AREA, NOT DISTURBED AREA)
Proposed: <u>N/A</u>	Plan Escrow: <u>N/A</u>	
Variance/Special Exception Granted <u>N/A</u>	Attached _____	
	Under Separate Cover _____	
	Not Applicable _____	

UPPER PROVIDENCE TOWNSHIP
 APPLICATION FOR REVIEW
 Page 2 of 3

No application shall be accepted or processed unless properly signed and accompanied by the required fees and escrows.
 By filing this application, you are hereby granting permission to Township Officials to visit the site for review purposes.

<u>Land Use</u>	<u>No. of Lots/Units</u>	<u>Intended Use(s)</u>
Residential	_____	_____
Commercial	_____	_____
Industrial	_____	_____
Office	_____	_____
Other	_____	<u>INSTITUTIONAL : ATHLETIC STADIUM</u>

Utilities

TAX PLAT INFO

	<u>Central</u>	<u>On-Site</u>	<u>Package</u>
Water	<u>X</u>	_____	_____
Sewer	<u>X</u>	_____	_____

PARTID: 6100044-59007
 Block ___ Unit ___
 Tax Parcel # 61008-001

Plan Size (Circle one)

15" X 18"

18" X 30"

24" X 36"

Capacity

	<u>Available</u>	<u>Not Available</u>	<u>Unknown</u>
Water	<u>X</u>	_____	_____
Sewer	<u>X</u>	_____	_____

Plan Prepared by Registered:

Engineer X

Surveyor _____

UPPER PROVIDENCE TOWNSHIP
APPLICATION FOR REVIEW
Page 3 of 3

APPLICANTS SIGNATURE (if authorized agent, indicate for whom)

Archdiocese of Phila
Owner of Record

Equitable Owner
David T. Meyer
Authorized Agent for:
DAVID T. MEYER
CEO
Education

Owner
 Equitable Owner

No application shall be accepted for processing unless properly signed in the appropriate space provided above.

To be completed by the Township

As required by, and consistent with, those sections of The Pennsylvania Municipalities Planning Code, State Act 247 of 1968 requiring review by the Montgomery County and Upper Providence Township Planning Commissions, this application is hereby submitted on this date as authorized by the Board of Supervisors of Upper Providence Township.

Upper Providence Township
1286 Black Rock Road, P.O. Box 406
Oaks, PA 19456

Accepted by: _____

(610) 933-9179
rev: 12/10

Date: _____

** All applicants shall prepare presentations in electronic format compatible with available projection equipment in the Meeting Hall. The expectation is that the applicant's presentation will be projected onto the available screen for viewing by the public as well as the Township Officials. **

ONECALL NOTES :



PENNSYLVANIA ACT 287, AS AMENDED BY ACT 121, REQUIRES NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH.

ACT 287 UNDERGROUND UTILITY PROTECTION ACT, AS AMENDED BY ACT 121

McCARTHY ENGINEERING ASSOCIATES, INC. HEREBY STATES THAT, PURSUANT TO THE PROVISIONS OF ACT NO. 121 OF OCTOBER 2008, OF THE PENNSYLVANIA LEGISLATURE, IT HAS PERFORMED THE FOLLOWING IN PREPARING THESE DRAWINGS REQUIRING EXCAVATION OR DEMOLITION WORK AT SITES WITHIN THE POLITICAL SUBDIVISION(S) SHOWN ON THE DRAWINGS:

- PURSUANT TO SECTION 4, CLAUSE (2) OF SAID ACT, McCARTHY ENGINEERING ASSOCIATES, INC. REQUESTED FROM EACH USER'S OFFICE DESIGNATED ON SUCH LIST PROVIDED BY THE ONE CALL SYSTEM NOTIFICATION, THE INFORMATION PRESCRIBED BY SECTION 4, CLAUSE (2) OF SAID ACT, NOT LESS THAN (10) NOR MORE THAN (90) WORKING DAYS BEFORE FINAL DESIGN TO BE COMPLETED.
- PURSUANT TO SECTION 4, CLAUSE (5) OF SAID ACT, McCARTHY ENGINEERING ASSOCIATES, INC. HAS MET THEIR OBLIGATIONS OF CLAUSE (2) BY CALLING THE ONE CALL SYSTEM SERVING THE LOCATION WHERE EXCAVATION IS TO BE PERFORMED.
- PURSUANT TO SECTION 4, CLAUSE (3) OF SAID ACT, McCARTHY ENGINEERING ASSOCIATES, INC. HAS SHOWN UPON THESE DRAWINGS THE POSITION AND TYPE OF EACH LINE, AS DERIVED PURSUANT TO THE REQUEST MADE AS REQUIRED BY CLAUSE (2), THE SERIAL NUMBER PROVIDED BY THE ONE CALL SYSTEM, THE TOLL-FREE ONE CALL SYSTEM PHONE NUMBER, AND THE NAME OF THE USER, THE USER'S DESIGNATED OFFICE ADDRESS AND PHONE NUMBER AS SHOWN ON THE LIST REFERRED TO IN SECTION 4, CLAUSE (5) OF SAID ACT.

AND McCARTHY ENGINEERING ASSOCIATES, INC. DOES NOT MAKE ANY REPRESENTATION, WARRANTY, ASSURANCE OR GUARANTEE THAT THE INFORMATION RECEIVED PURSUANT TO SAID REQUEST AND AS REFLECTED ON THESE DRAWINGS IS CORRECT OR ACCURATE, BUT McCARTHY ENGINEERING ASSOCIATES, INC. IS REFLECTING SAID INFORMATION ON THESE DRAWINGS ONLY DUE TO THE REQUIREMENTS OF THE SAID ACT NO. 121 OF OCTOBER 2008.

ONE CALL SYSTEM SERIAL NO. NOTIFICATION BY McCARTHY ENGINEERING ASSOCIATES, INC.

DATE: 11/15/2018

ONE CALL SYSTEM SERIAL NUMBER: 20183131867

UNDERGROUND UTILITY USERS:

UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND WERE DETERMINED FROM VISIBLE LOCATION, ACT 287, AS AMENDED BY ACT 121, UTILITY RESPONSES AND/OR BEST AVAILABLE PLAN INFORMATION.

McCARTHY ENGINEERING ASSOCIATES, INC. CANNOT GUARANTEE THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. AN EXACT LOCATION CAN ONLY BE OBTAINED BY SUBSURFACE EXPLORATION, WHICH IS NOT A PART OF THIS CONTRACT PERFORMANCE.

PA ONE CALL SYSTEM INFORMATION:

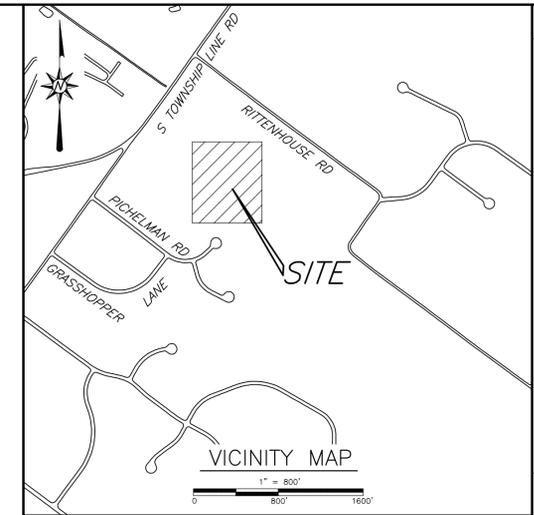
PENNSYLVANIA ACT 287, AS AMENDED BY ACT 121, REQUIRES THREE (3) WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND FIVE (5) WORKING DAYS NOTICE IN DESIGN STAGE.

PA ONE CALL PHONE NUMBER: 1-800-242-1776

AMENDED FINAL PLAN

" POPE JOHN PAUL III

STADIUM "



ZONING:

R1 RESIDENTIAL AGRICULTURE (PAGE 97)

MINIMUM LOT AREA:	43,560 SF
MINIMUM LOT WIDTH (AT BUILDING LINE):	150 FT.
MINIMUM FRONT YARD:	40 FT.
MINIMUM SIDE YARD:	20 FT.
MINIMUM REAR YARD:	50 FT.
MAXIMUM BUILDING COVERAGE:	10%
MAXIMUM BUILDING HEIGHT (PRINCIPAL):	35 FT.
MAXIMUM BUILDING HEIGHT (ACCESSORY):	15 FT.

RECORD OWNER & SOURCE OF TITLE:

GRANTEE: ARCHDIOCESE OF PHILADELPHIA

DBV: 5387, PG: 819

DEED DATED: AUGUST 6, 2001

PIN: 61-00-04459-007

DATUM:

ELEVATIONS REFER TO NAVD 88

BENCHMARK: SANITARY MANHOLE RIM LOCATED IN PARKING LOT.

ELEV: RIM 246.56

INTENDED USE:

HOME BLEACHERS, TICKET BOOTH & CONCESSION STAND SERVED BY PUBLIC SEWER & WATER

SITE ADDRESS:

181 RITTENHOUSE ROAD ROYERSFORD, PA 19468

GENERAL NOTES:

- LOCATION OF ALL UNDERGROUND UTILITIES IS APPROXIMATE AS SHOWN HEREON. ALL LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS & ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD AT THE TIME OF THIS SURVEY. AVAILABLE MARK-OUTS & UTILITY PLANS DO NOT ENSURE UNDERGROUND UTILITY LOCATIONS.
- THE TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED AND PREPARED BY McCARTHY ENGINEERING IN NOVEMBER 2018 & NOVEMBER 2019.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE SEARCH, AND THE PROPERTIES SHOWN HEREON MAY BE SUBJECT TO EASEMENTS, RIGHT OF WAYS AND RESTRICTIONS NOT SHOWN HEREON.
- ALL LABELS FOR EXISTING FEATURES ARE SLANTED AND ALL PROPOSED FEATURES ARE STRAIGHT.
- THIS PLAN IS PREPARED FOR LAND DEVELOPMENT PURPOSES ONLY. ADDITIONAL DATA MAY BE REQUIRED FOR CONSTRUCTION.
- THE DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS.
- ALL CONSTRUCTION SHALL BE SUBJECT TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, AS ADOPTED BY THE MUNICIPALITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, TRENCH BARRICADING, COVERING, SHEETING AND SHORING, IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.
- SOLID WASTE STORAGE, COLLECTION AND DISPOSAL IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
- A.D.A. RAMPS IN ACCORDANCE WITH MUNICIPAL SPECIFICATIONS SHALL BE PROVIDED FOR ALL PEDESTRIAN CROSSINGS.
- THE PROPOSED LIGHTING FOR THIS DEVELOPMENT SHALL BE ARRANGED SO THAT IT IS NOT DIRECTED TOWARD PUBLIC STREETS AND DOES NOT ANNOY BUILDING OCCUPANTS OR SURROUNDING PROPERTIES.
- THERE ARE NO WETLANDS PRESENT ON THIS SITE.
- AREA WHICH TO BE FILLED SHALL BE COMPACTED TO A MINIMUM DENSITY OF 98% MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D-698) IN THE BUILDING, PAVED AND SIDEWALK AREAS, AND 92% IN OTHER AREAS.

UTILITY NOTES:

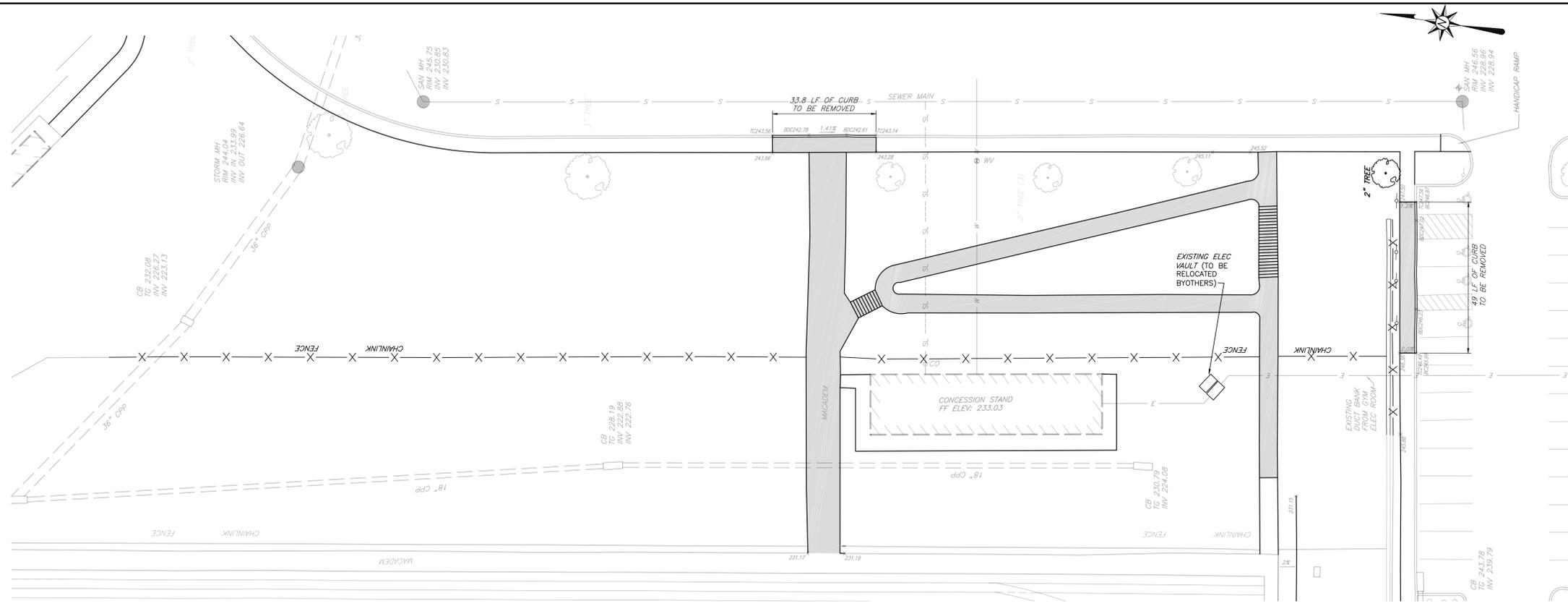
- A. SANITARY SEWER SERVICE:**
- ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT RULES AND REGULATIONS OF THE UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY AND DEP REGULATIONS.
 - A MINIMUM 10' HORIZONTAL CLEARANCE AND A MINIMUM 18" VERTICAL CLEARANCE BETWEEN WATER MAINS, SANITARY SEWERS MAINS AND STORM SEWERS MAINS SHALL BE PROVIDED WHERE APPLICABLE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL FIELD TESTING AND "RECORD DRAWINGS" PER THE AUTHORITY REQUIREMENTS.
- B. WATER SERVICE:**
- ALL WATER LINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT RULES AND REGULATIONS OF THE UPPER PROVIDENCE, MONTGOMERY COUNTY AND DEP STANDARDS AND SPECIFICATIONS.
 - A MINIMUM 10' HORIZONTAL CLEARANCE AND A MINIMUM 18" VERTICAL CLEARANCE BETWEEN WATER MAINS, SANITARY SEWERS MAINS AND STORM SEWERS MAINS SHALL BE PROVIDED WHERE APPLICABLE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL FIELD TESTING AND "RECORD DRAWINGS" PER THE AUTHORITY REQUIREMENTS.
- C. STORMWATER FACILITIES:**
- ANY ALTERATIONS TO THE PROPOSED STORM WATER FACILITIES MUST BE APPROVED BY THE MUNICIPALITY.
 - THE PROPOSED STORM WATER FACILITIES ARE TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNER, THE UPPER PROVIDENCE TOWNSHIP HAS THE RIGHT, BUT NOT THE DUTY, TO ENTER THE PREMISES FOR MAINTENANCE OR REPAIR PURPOSES AT THE OWNER'S EXPENSE.
 - THE PROPOSED STORM SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT UPPER PROVIDENCE TOWNSHIP STANDARDS.
 - THE PROPOSED STORM SEWER PIPE LENGTHS ARE FROM INSIDE FACE OF STRUCTURE TO INSIDE FACE OF STRUCTURE, AND INCLUDE LENGTH OF END SECTIONS, WHERE APPLICABLE.
 - THE PROPOSED STORM SEWER SHALL BE CORRUGATED POLYETHYLENE PIPE (CPP) SMOOTH LINED, WATER TIGHT JOINTS COMPLYING WITH THE REQUIREMENTS OF ASTM D-3212 FOR HDPE PIPES.

D. OTHER UTILITIES:

- IT IS NOT THE INTENT OF THIS PLAN TO ILLUSTRATE ANY SUBSURFACE CONDITIONS SHOULD THEY EXIST, I.E. BURIED TANKS, SEEPAGE BEDS, ETC.
- ALL EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS AND MUST BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY CONSTRUCTION OR OPERATION BEING UNDERTAKEN ON THIS SITE.
- ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.

<p align="center">SURVEYOR'S CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON, AS WELL AS ALL OTHER DRAWINGS WHICH ARE A PART OF THIS PLAN SET, ARE TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE UPPER PROVIDENCE TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND WERE PREPARED BY ME OR UNDER MY DIRECTION. FOR WHICH I ACCEPT FULL RESPONSIBILITY, AND REPRESENT A FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION. THE EXISTING PERIMETER MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AS PART OF THE SURVEY AND ALL OTHER PROPOSED PERIMETER MONUMENTS SHALL BE SET.</p> <p>REA D GEHRET, PLS LIC. NO. SU-21352-E</p> <p>DATE _____</p>		<p align="center">PLAN CERTIFICATION OF ACCURACY</p> <p>I, JAMES C MCCARTHY, A PENNSYLVANIA REGISTERED ENGINEER, HEREBY CERTIFY THAT THE SUBDIVISION AND/OR LAND DEVELOPMENT SHOWN HEREON COMPLIES WITH ALL APPLICABLE REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE TOWNSHIP ZONING AND SUBDIVISION & LAND DEVELOPMENT REGULATIONS.</p> <p>JAMES C MCCARTHY, P.E. LIC NO PE-051494E</p> <p>DATE _____</p>		<p align="center">WETLANDS CERTIFICATION</p> <p>I DO HEREBY CERTIFY THAT NO WETLANDS EXIST WITHIN THE PROJECT LIMITS AS SHOWN ON THIS PLAN IN ACCORDANCE WITH THE FINDINGS OF MY FIELD INVESTIGATION AND THAT I HAVE MADE MY DETERMINATION BASED UPON THE CORPS OF ENGINEER GUIDELINES.</p> <p>DATE _____ SIGNATURE _____</p>		<p align="center">CERTIFICATE OF OWNERSHIP</p> <p>COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY</p> <p>ON THE _____ DAY OF _____ BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____ PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF TO BE THE _____ OF _____ A CORPORATION, AND THAT AS SUCH BEING AUTHORIZED TO DO SO, HE EXECUTED THE FOREGOING PLAN BY SIGNING THE NAME OF SAID CORPORATION BY HIMSELF AS THAT SAID CORPORATION IS THE OWNER OF THE LAND SHOWN HEREON. ALL NECESSARY APPROVALS OF THIS PLAN HAVE BEEN OBTAINED AND IS ENDORSED THEREON AND SAID CORPORATION DESIRES THAT THIS PLAN BE DULY RECORDED.</p> <p>NOTARY PUBLIC</p> <p>MY COMMISSION EXPIRES _____, ACKNOWLEDGE MYSELF TO BE THE _____ OF _____, A CORPORATION, AND THAT AS SUCH BEING AUTHORIZED TO DO SO, HEREBY CERTIFY THAT THE CORPORATION IS THE SOLE REGISTERED OWNER OF THE LAND HEREIN SUBDIVIDED AND THAT THERE ARE NO SUITS PENDING AFFECTING THE TITLE OF THE SAME AND THAT I DO HEREBY ADOPT THIS PLAN AND DESIRE THE SAME TO BE RECORDED. I DO FURTHER SAVE THE TOWNSHIP HARMLESS AND INDEMNIFY THE TOWNSHIP OF UPPER PROVIDENCE AGAINST ANY LIABILITY OR LOSS RESULTING FROM THE SUBDIVISION OR DEVELOPMENT OF THIS PLAT FOR WHATEVER REASON PRESENT OR FUTURE.</p> <p>_____ CORPORATE OFFICIAL OFFICE _____</p>													
<p align="center">TOWNSHIP PLANNING COMMISSION CERTIFICATION</p> <p>THE PLAN HAS BEEN APPROVED BY UPPER PROVIDENCE TOWNSHIP PLANNING COMMISSION THIS _____ DAY OF _____, 2020.</p> <p>CHAIRMAN _____ ATTESTED: SECRETARY _____</p>		<p align="center">TOWNSHIP BOARD OF SUPERVISOR'S CERTIFICATION</p> <p>THE PLAN HAS BEEN APPROVED BY UPPER PROVIDENCE TOWNSHIP BOARD OF SUPERVISORS THIS _____ DAY OF _____, 2020.</p> <p>CHAIRMAN _____ ATTESTED: TOWNSHIP MANAGER _____</p>		<p align="center">RECORDER OF DEEDS</p> <p>RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN NORRISTOWN, PENNSYLVANIA, IN PLAN BOOK _____ PAGE _____ ON THE _____ DAY OF _____, 2020.</p> <p>BY: _____ RECORDER OF DEEDS</p>		<p align="center">PLAN INDEX LIST</p> <table border="1"> <tr> <td>COVER SHEET</td> <td>190112-C-SHT01</td> <td>1</td> </tr> <tr> <td>EXIST COND & DEMO & LAND DEVELOPMENT PLAN</td> <td>190112-EL-SHT02</td> <td>2</td> </tr> <tr> <td>GRAVING & E&S CONTROL PLAN</td> <td>190112-GE-SHT03</td> <td>3</td> </tr> <tr> <td>DETAIL SHEET</td> <td>190112-D-SHT04</td> <td>4</td> </tr> </table> <p>THE ENTIRE PLAN SET SHALL BE RECORDED UPON FINAL APPROVAL</p>		COVER SHEET	190112-C-SHT01	1	EXIST COND & DEMO & LAND DEVELOPMENT PLAN	190112-EL-SHT02	2	GRAVING & E&S CONTROL PLAN	190112-GE-SHT03	3	DETAIL SHEET	190112-D-SHT04	4
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DETAIL SHEET	190112-D-SHT04	4																	
<p align="center">MONTGOMERY COUNTY PLANNING COMMISSION</p> <p>FOR USE BY MCPC ONLY</p> <p>MCPC No. _____</p> <p>PROCESSED AND REVIEWED. A REPORT HAS BEEN PREPARED BY THE MONTGOMERY COUNTY PLANNING COMMISSION IN ACCORDANCE WITH THE MUNICIPALITIES PLANNING CODE. CERTIFIED THIS _____ DAY OF _____, A.D. 2020.</p> <p>FRÖ THE DIRECTOR _____</p>																			
<p>DRAWN BY: </p> <p>PRINCIPAL: JCM</p>		<p>PROJ. MANAGER: CMB</p> <p>SCALE: NOT TO SCALE</p>		<p>SHEET NO. 1 OF 4</p> <p>PLAN NO. 190112-C-SHT01</p>															

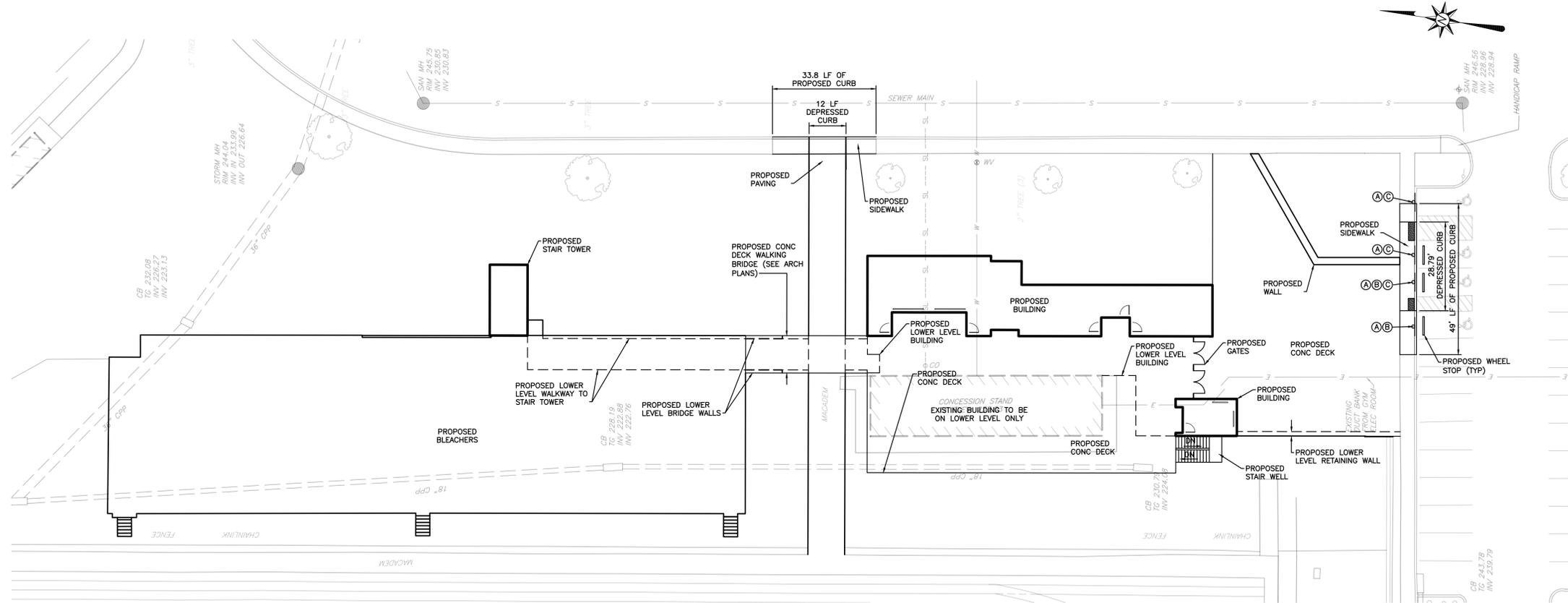
<p align="center">Engineering Your Success</p> <p align="center"><i>Full Service Multi-Disciplinary Engineers & Consultants</i></p> <p align="center">315 East Second Street Boyerstown, PA 19512 Phone: 610.899.3190</p> <p align="center">www.McCarthy-Engineering.com Phone: 610.373.6001</p>	<p>SEAL:</p>	<p align="center">AMENDED FINAL PLAN COVER SHEET</p> <p align="center">" HOME BLEACHERS "</p> <p>KB&A ARCHITECTS UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA Date: JANUARY 23, 2020</p>
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EXISTING CONDITIONS/DEMO VIEW

SCALE: 1" = 20'

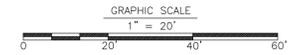
- EXISTING CONDITIONS/DEMOLITION LEGEND:**
- S — EXISTING SANITARY SEWER & MANHOLE
 - W — EXISTING STORM SEWER & CATCH BASIN
 - W — EXISTING WATER LINE & VALVE
 - H — EXISTING FIRE HYDRANT
 - G — EXISTING GAS LINE & VALVE
 - T — EXISTING TELEPHONE
 - E — EXISTING ELECTRIC
 - OHW — EXISTING OVERHEAD WIRE
 - W — WETLAND DELINEATION
 - x 451.25 — EXISTING SPOT ELEVATION
 - 450 — EXISTING CONTOURS
 - ☀ — EXISTING LIGHT STANDARD
 - ○ — EXISTING UTILITY POLE
 - — EXISTING CURB
 - — EXISTING RIP RAP
 - X — EXISTING FENCE TO BE REMOVED
 - ■ — EXISTING PAVING TO BE REMOVED



PROPOSED LAYOUT VIEW

SCALE: 1" = 20'

- LAND DEVELOPMENT LEGEND:**
- S — EXISTING SANITARY SEWER & MANHOLE
 - W — EXISTING STORM SEWER & CATCH BASIN
 - W — EXISTING WATER LINE & VALVE
 - H — EXISTING FIRE HYDRANT
 - G — EXISTING GAS LINE & VALVE
 - T — EXISTING TELEPHONE
 - E — EXISTING ELECTRIC
 - OHW — EXISTING OVERHEAD WIRE
 - ☀ — EXISTING LIGHT STANDARD
 - ○ — EXISTING UTILITY POLE
 - — EXISTING CURB
 - — EXISTING RIP RAP
 - X — PROPOSED FENCE
 - — PROPOSED CURB
 - — PROPOSED SIGNS
 - (A) — RESERVED PARKING
 - (B) — VAN ACCESSIBLE
 - (C) — PENALTIES
 - ■ — DETECTABLE WARNING SURFACES



Revision	Date	Description

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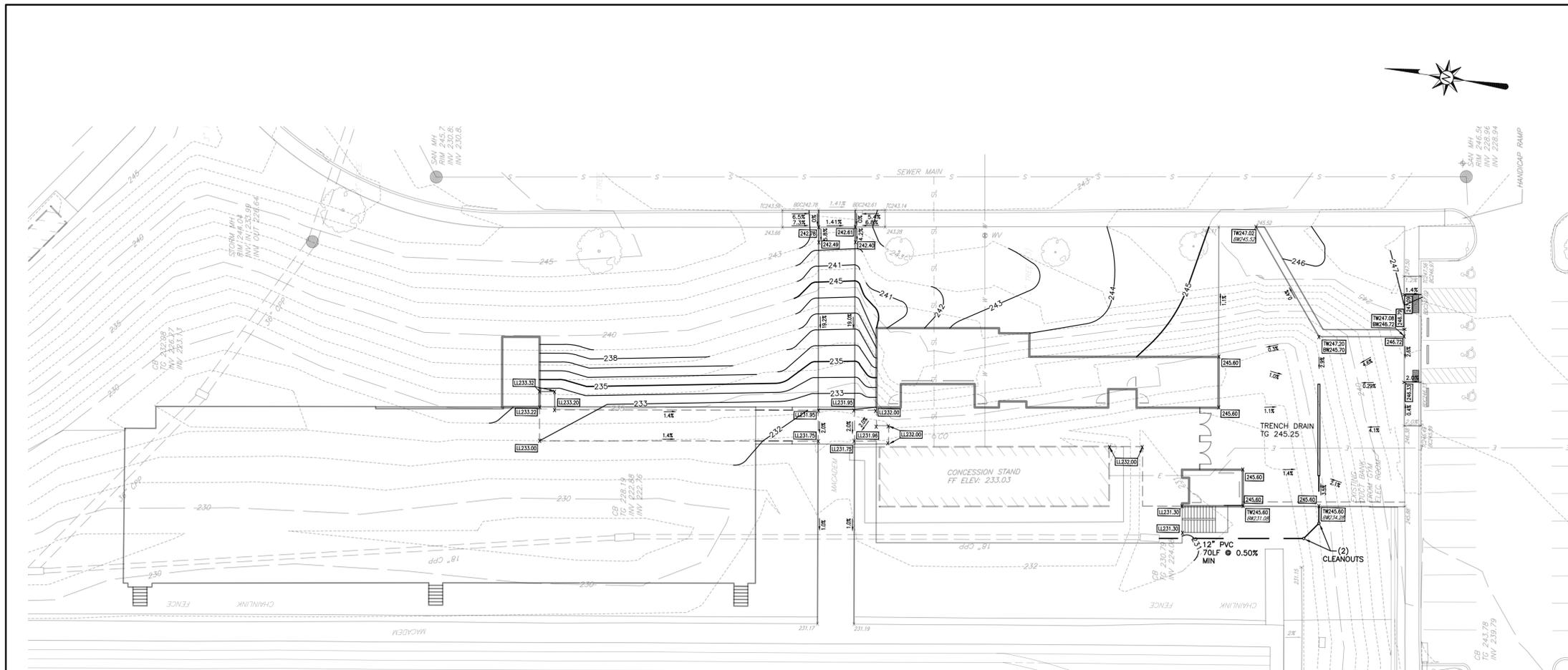
SEAL:

JAMES C. MCCARTHY
REGISTERED PROFESSIONAL ENGINEER
No. 10-01846

**AMENDED FINAL PLAN
EXIST COND & DEMO & LAND DEVELOPMENT PLAN
"HOME BLEACHERS"**

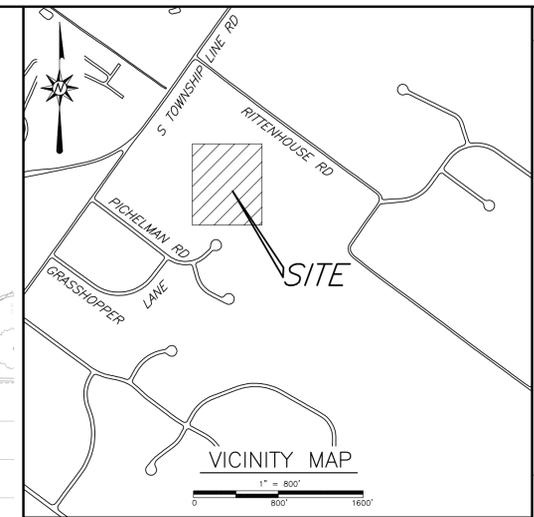
KCBA ARCHITECTS
Client: UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
Location:
Date: JANUARY 23, 2020

DRAWN BY: JCM	PROJ. MANAGER: CMB
PRINCIPAL:	SCALE: 1"=20'
SHEET NO. 2 OF 4	
PLAN NO. 190112-EL-SHT02	



PROPOSED GRADING VIEW

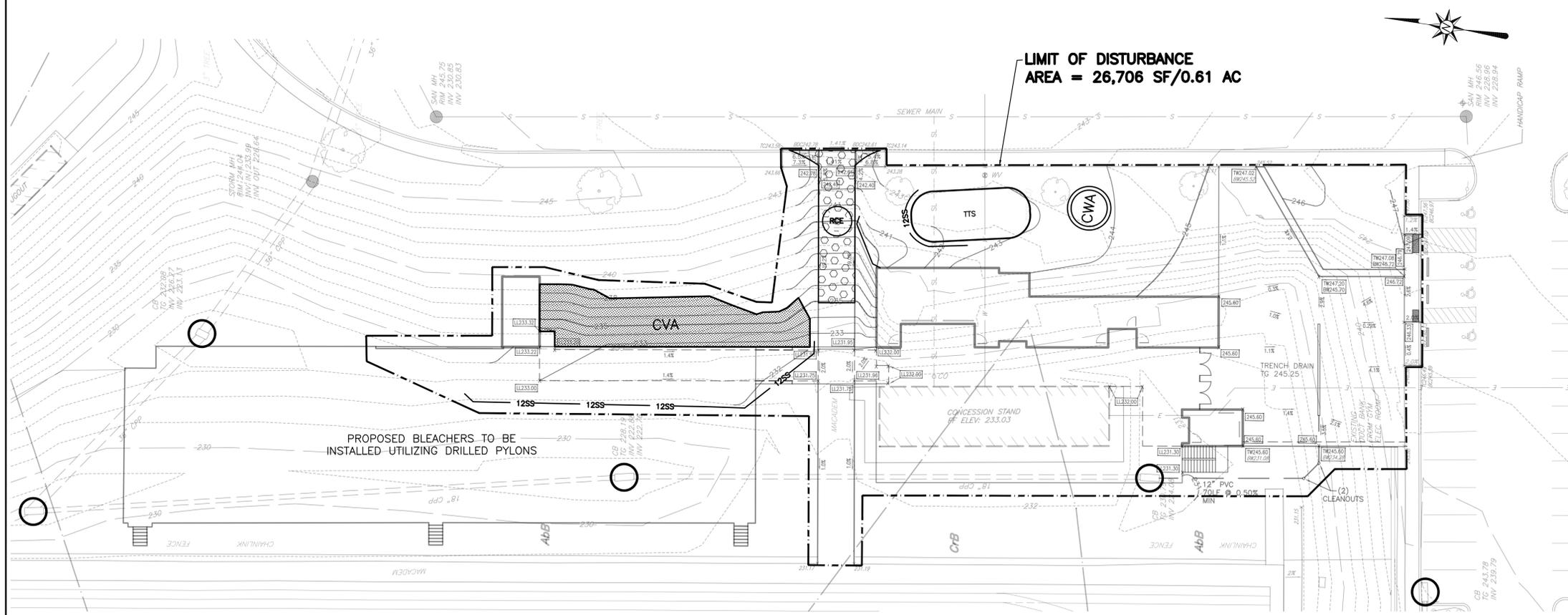
SCALE: 1" = 20'



VICINITY MAP

GRADING LEGEND:

- S — EXISTING SANITARY SEWER & MANHOLE
- S — EXISTING STORM SEWER & CATCH BASIN
- S — PROPOSED STORM SEWER & CATCH BASIN
- S — PROPOSED JUNCTION BOX
- W — EXISTING WATER LINE & VALVE
- F — EXISTING FIRE HYDRANT
- G — EXISTING GAS LINE & VALVE
- T — EXISTING TELEPHONE
- E — EXISTING ELECTRIC
- E — EXISTING OVERHEAD WIRE
- W — WETLAND DELINEATION
- 451.25 — EXISTING SPOT ELEVATION
- 451.25 — PROPOSED SPOT ELEVATION
- 451.25 — PROPOSED LOWER LEVEL SPOT ELEVATION
- 450 — EXISTING CONTOURS
- 446 — PROPOSED CONTOURS
- S — EXISTING LIGHT STANDARD
- S — EXISTING UTILITY POLE
- S — EXISTING CURB
- S — EXISTING RIP RAP
- X — PROPOSED FENCE
- X — PROPOSED CURB



PROPOSED E&S CONTROL VIEW

SCALE: 1" = 20'

**LIMIT OF DISTURBANCE
AREA = 26,706 SF/0.61 AC**

E & S CONTROL LEGEND:

- S — 12" COMPOST FILTER SOCK
- S — SOIL LINE
- S — LIMIT OF DISTURBANCE
- RCE — ROCK CONSTRUCTION ENTRANCE
- TTS — TEMPORARY TOPSOIL STOCKPILE
- S — STORM INLET PROTECTION AND BERM(S)
- CVA — CRITICAL VEGETATIVE AREA (C.V.A.) EAST COAST EROSION CONTROL BLANKET ECSC-2 MATTING OR EQUAL (TO BE USED ON ALL SLOPES 3:1 AND STEEPER)

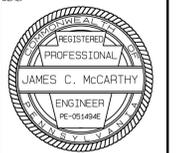
SITE LEGEND:

- S — EXISTING SANITARY SEWER & MANHOLE
- S — EXISTING STORM SEWER & CATCH BASIN
- S — PROPOSED STORM SEWER & CATCH BASIN
- S — PROPOSED JUNCTION BOX
- W — EXISTING WATER LINE & VALVE
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- G — EXISTING GAS LINE & VALVE
- T — EXISTING TELEPHONE
- E — EXISTING ELECTRIC
- E — EXISTING OVERHEAD WIRE
- W — EXISTING LIGHT STANDARD
- S — EXISTING UTILITY POLE
- S — EXISTING CURB
- S — PROPOSED CURB & CURB TRANSITION
- S — EXISTING RIP RAP

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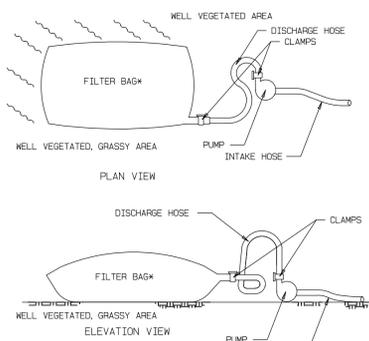


**AMENDED FINAL PLAN
GRADING & E&S CONTROL PLAN
"HOME BLEACHERS"**

Client: KGBA ARCHITECTS
Location: UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
Date: JANUARY 23, 2020

DRAWN BY:	PROJ. MANAGER:
JCM	CMB
PRINCIPAL:	SCALE:
JCM	1"=20'
SHEET NO.	PLAN NO.
3 OF 4	190112-GE-SHT03





FILTER BAGS SHALL BE MADE FROM NON-WOVEN GEOTEXTILE MATERIAL SEWN WITH HIGH STRENGTH DOUBLE STITCHED "I" TYPE SEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 150 MICRONS.

A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY REQUIRED FOR DISPOSAL PURPOSES MUST BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME HALF FULL. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED.

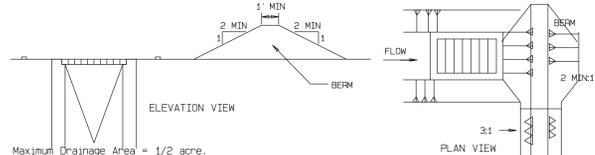
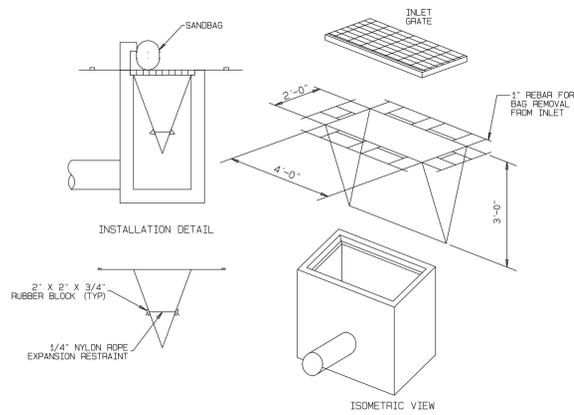
BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS, WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE FLOW PATH SHALL BE PROVIDED. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 5%.

THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED.

THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHOULD BE FLOATING AND SCREENED.

FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.

PUMPED WATER FILTER BAG



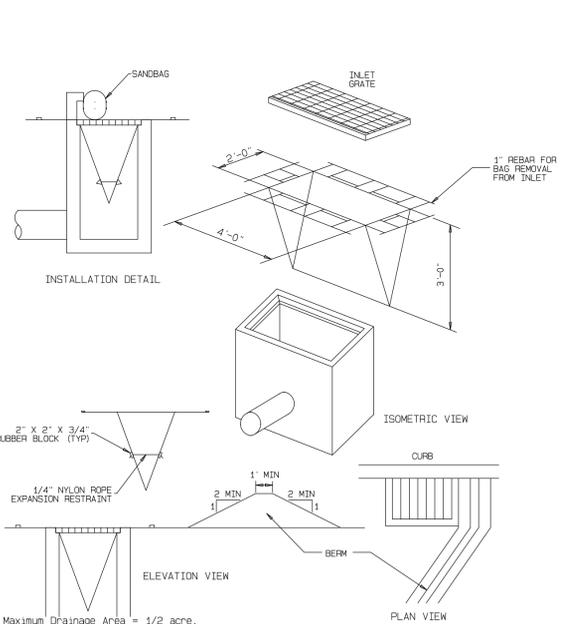
Maximum Drainage Area = 1/2 acre.

Inlet protection is not required for inlet tributary to sediment basin or trap. Berms required for all installations.

Earthen berm in roadway shall be maintained until roadway is stoned. Road subbase berm on roadway shall be maintained until roadway is paved. Earthen berm in channel shall be maintained until permanent stabilization is completed or to remain permanently.

DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS

FILTER BAG INLET PROTECTION CHANNEL OR ROADSIDE SWALE



Maximum Drainage Area = 1/2 acre.

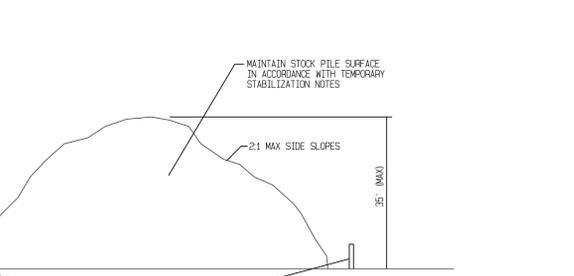
Inlet protection is not required for inlet tributary to sediment basin or trap. Berms required for all installations.

Earthen berm shall be maintained until roadway is stoned. Road subbase berm shall be maintained until roadway is paved.

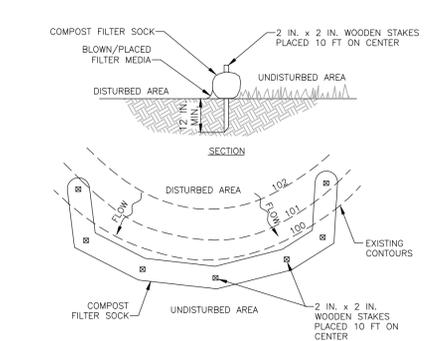
Six inch minimum height asphalt berm shall be maintained until roadway surface receives final coat.

DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS

FILTER BAG INLET PROTECTION CURBED ROADWAY



Notes - 1. STOCKPILES TO BE STABILIZED IMMEDIATELY.
2. STOCKPILE HEIGHTS MUST NOT EXCEED 35'.
3. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.



NOTES:
SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.

COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.

TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.

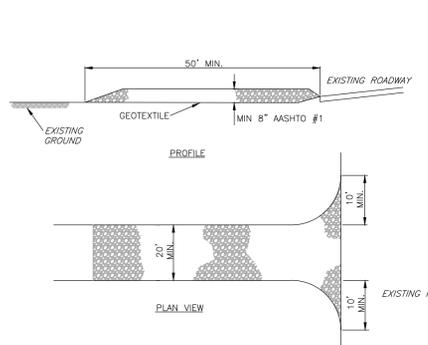
ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.

COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.

BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS. PHOTOGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

COMPOST FILTER SOCK

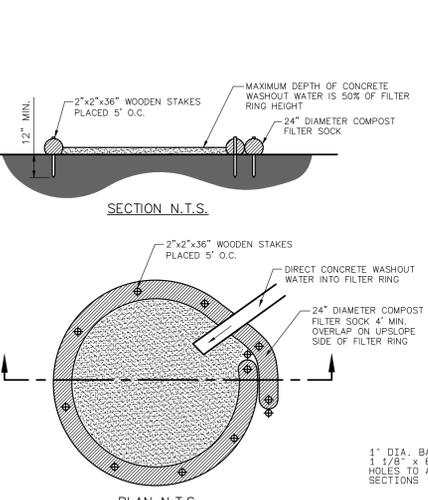


NOTES:
REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.

RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.

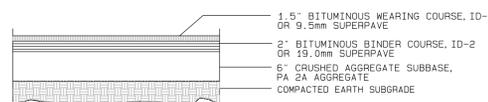
MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY. EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

ROCK CONSTRUCTION ENTRANCE

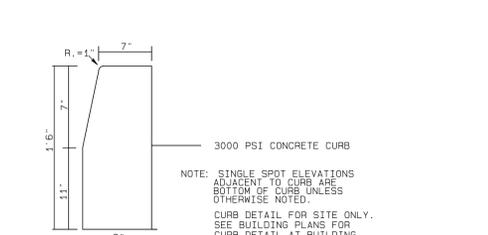


NOTES:
1. INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE.
2. 18" DIAMETER FILTER SOCK MAY BE STACKED ONTO DOUBLE 24" DIAMETER SOCKS IN PYRAMIDAL CONFIGURATION FOR ADDED HEIGHT.
3. A SUITABLE IMPERVIOUS GEOMEMBRANE SHALL BE PLACED AT THE LOCATION OF THE WASHOUT PRIOR TO INSTALLING THE SOCKS.

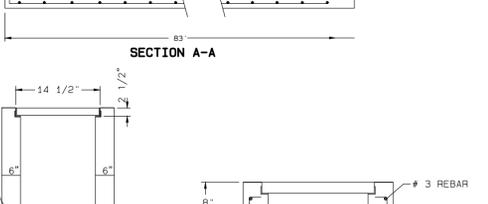
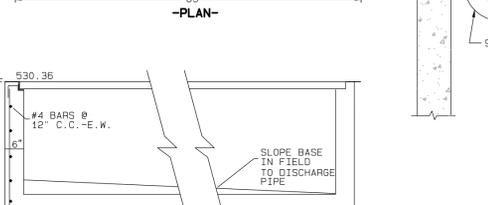
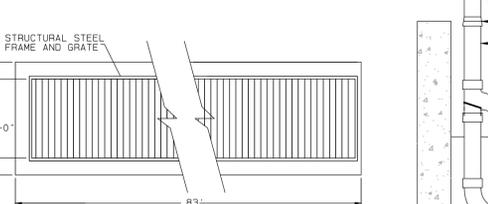
COMPOST SOCK WASHOUT INSTALLATION



PAVING SECTIONS



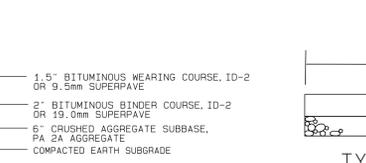
TYPICAL CURB DETAIL



NOTE:
1. CONCRETE HAS A 4000 PSI COMPRESSIVE STRENGTH.

CONCRETE TRENCH DRAIN DETAIL

RESERVED PARKING SPACE w/ PENALTIES & VAN ACCESSIBLE SIGNS



RESERVED PARKING SPACE & PENALTIES SIGNS



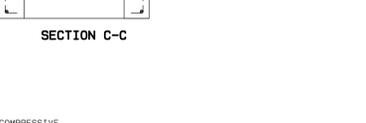
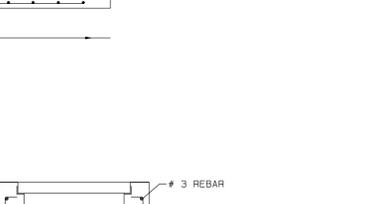
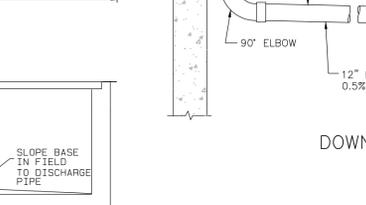
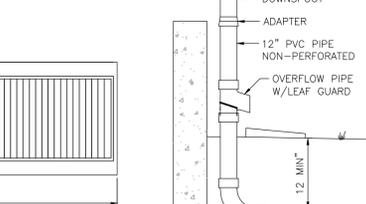
TYPICAL SIDEWALK DETAIL

INSTALLATION NOTES:
1. GRADES AND PAVING OF SIDEWALKS SHALL BE CONTINUOUS ACROSS DRIVEWAYS. CONSTRUCTION OF ALL SIDEWALKS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE BOROUGH.

2. SIDEWALKS SHALL BE LATERALLY PITCHED AT A SLOPE NOT LESS THAN 3/8 INCH PER FOOT TO PROVIDE FOR ADEQUATE SURFACE DRAINAGE.

3. APPROVED 1/4" THICK PREMOULDED EXPANSION JOINT SPACES SHALL BE INSTALLED NOT MORE THAN 30' APART. SLABS BETWEEN EXPANSION JOINTS SHALL BE DIVIDED INTO BLOCKS FIVE FEET IN LENGTH BY SCORING TRANSVERSELY.

4. HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS OF DRIVEWAYS OR STREETS AS INDICATED ON THE PLAN. ALL SIDEWALKS AND SIDEWALK RAMPS MUST MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND THE PENNSYLVANIA UNIVERSAL ACCESSIBILITY ACT. WHERE SIDEWALK GRADES EXCEED FIVE PERCENT, A NON-SLIP SURFACE TEXTURE SHALL BE USED.

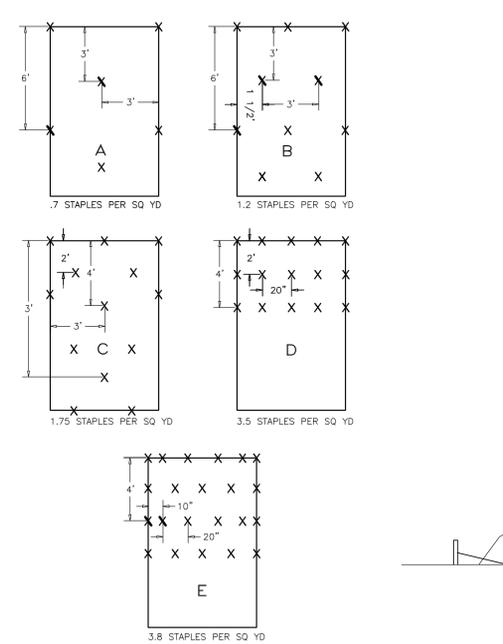


CONCRETE TRENCH DRAIN DETAIL

NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.

- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ROLL THE BLANKETS (A) DOWN OR (B), HORIZONTALLY ACROSS THE SLOPE.
- THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2" OVERLAP.
- WHEN BLANKETS MUST BE SPLICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 4" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.

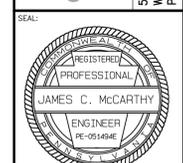
SLOPE INSTALLATION



STAPLE PATTERN GUIDE

Revision	Date	Description

Engineering Your Success
Full Service Multi-Disciplinary Engineers & Consultants
315 East Second Street
Boyetown, PA 19610
Phone: 610.369.3190
www.McCarthy-Engineering.com
www.McCarthy-Engineering.com
Phone: 610.373.6801



AMENDED FINAL PLAN
DETAIL SHEET
"HOME BLEACHERS"
KGBA ARCHITECTS
Location: UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
Client: KGBA ARCHITECTS
Date: JANUARY 23, 2020
DRAWN BY: JCM
PRINCIPAL: JCM
PROJ. MANAGER: CMB
SCALE: NOT TO SCALE
SHEET NO. 4 OF 4
PLAN NO. 1901112-D-SHT04



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

March 12, 2020

File No: 20-02066T

Mr. Geoff Grace, Zoning Officer / Director of Planning
Upper Providence Township
1286 Black Rock Road
P.O. Box 406
Oaks, PA 19456

Reference: Pope John Paul II High School Stadium
Amended Final Plan Review
Twp. Plan #5006-0358-0002 LD

Dear Geoff:

In accordance with the Township's request, we have reviewed the amended final plan for Pope John Paul II Stadium. The review consisted of a four (4) sheets, titled "Amended Final Plan "Pope John Paul II Stadium,"" dated January 23, 2020, prepared by McCarthy Engineering, and associated Erosion and Sediment Pollution Control Report and Hydraulic Report. This plan is being reviewed as an amended final plan submission. The subject property is located on Rittenhouse Road at the south east corner of township Line Road. The site is currently a high school with an athletic field without lights. The proposal is to add a new concrete deck, building, and bleachers at the existing athletic field. We offer the following comments for your consideration:

Subdivision and Land Development

1. §154-26.A. – There appear to be slopes greater than 3H:1V between the proposed pathway and north of the proposed building. Please revise these slopes.

General Comments

1. It appears the van accessible signage is shown on the incorrect ADA parking spaces on Sheet 2. Please revise to place the van accessible signs at the parking spaces near the eight-foot-wide striping area.
2. On Sheet 3, there is a 245-contour label along the proposed paving walkway which should be 240-contour label.
3. The grade of the existing paved access walkway from the eastern parking lot to the area at the back of the concession stand is approximately 15%. The grade of the proposed paved access walkway to replace the existing walkway is approximately 19%.
4. There is a large grade change in grade between the 19% slope proposed paving walkway to were it meets the lower level walkway at a slope of 2%. This slope transition shall be made more gradual.

184 West Main Street | Suite 300 | Trappe, PA 19426 | Phone: 610-489-4949 | Fax: 610-489-8447

5. The proposed lower level retaining wall as shown has wall heights over four feet. Structural calculations and details for the elevated walkway and retaining walls will be required prior to construction.
6. The dimensions and elevations provided in the Concrete Trench Drain Detail on Sheet 4 shall match that of the trench drain in plan view.

Should you have any questions please contact our office.

Very truly yours,



William K. Dingman, P.E.
Gilmore & Associates, Inc.

cc: Board of Supervisors (internally distributed by the Township)
Planning Commission (internally distributed by the Township)
Bryan Bortnichak – Assistant Township Manager (email)
Joseph Bresnan, Esquire – Township Solicitor (email)
Casey A. Moore, P.E., McMahon Associates (email)
James C. McCarthy, P.E. – McCarthy Engineering (email)
Carly Fenske, Esquire. – Applicant's Attorney (email)

MEMORANDUM



GRACE PLANNING
ASSOCIATES
PO BOX 655 OAKS PA 19456
484.390.5200
GGRACE.AICP@GMAIL.COM

FILE: Pope John Paul II Stadium Bleachers
#5006-0358-0002 Amended Final Plan

SUBJECT: Plan Review

FROM: Geoffrey Grace, AICP
GRACE PLANNING ASSOCIATES
ZONING OFFICER / DIRECTOR OF PLANNING,
TOWNSHIP OF UPPER PROVIDENCE

DATE: April 8, 2020

The following should be noted concerning the submission of plan to amend the final plan of the Pope John Paul II High School campus. The current lot, parcel number 61-00-04459-007, is located at 181 Rittenhouse Road (at the intersection of Rittenhouse and Township Line Roads):

1. The applicant is proposing home bleachers, a ticket booth, and concession stand, all to be served by water and sewer.
2. The subject parcel is within the Township's Institutional Overlay Zone with the R-1, Residential Agricultural District as the underlying district.
3. This is the first review of this proposed change to the High School Campus. The site recently received approval for the installation of lighting by the Board of Supervisors on February 18, 2020.
4. The submitted plans consist of a four (4) sheet set, drawn by McCarthy Engineering.

Subdivision and Land Development Ordinance Compliance Review

5. The submitted plans do not comply with the requirements for a final plan. The details and requirements of §154-13.A.(2) and §154-13.B.(2) are not shown on the plans. While it is acknowledged that this change to the overall campus will likely not impact any of the data required by those sections, the applicant should, at a minimum, include an overall site plan showing how this change fits in the context of the overall site.

Zoning Ordinance Compliance Review

6. Plans should include the dimensional and developmental requirements as outlined within the Institutional Overlay Zone (§182-81) and how the plan complies with these requirements.

If there are any questions about this memo, please contact me at 610-933-9179, extension 162 or at the information listed on the first page of this memo.





cc: (via email unless otherwise noted)
Township of Upper Providence Board of Supervisors
Timothy Tieperman, Township Manager
Bryan Bortnichak, Assistant Township Manager
Joseph E. Bresnan, Township Solicitor
Bill Dingman, P.E., Township Engineer
Casey Moore, P.E., Traffic Engineer
Greg DiPippo, Esq., Applicant's Attorney





McMAHON ASSOCIATES, INC.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
p 215-283-9444 | f 215-283-9445

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

March 9, 2020

Mr. Geoffrey Grace
Director of Planning and Zoning
Upper Providence Township
P.O. Box 406
Oaks, PA 19456

RE: **Traffic Engineering Review #1 – Amended Final Plan**
Pope John Paul II Stadium Modifications
Upper Providence Township, Montgomery County, PA
McMahon Project No. 820219.11
Township Escrow No. 358

Dear Geoff:

As requested, on behalf of Upper Providence Township, McMahon Associates, Inc. has completed our initial traffic engineering review of the site modifications for the addition of bleachers to be added to the Pope John Paul II High School stadium in Upper Providence Township, Montgomery County, PA. It is our understanding from the plans received that the proposed site modifications will consist of installing bleachers, an approximate 13,000 square-foot concrete pad to be used for entry to the stadium, and accessory buildings, while modifying existing walkway(s) to/from the existing field. Access to the overall site will continue to be provided via the existing site driveways along Rittenhouse Road and Township Line Road.

The following document was reviewed in preparation of our review:

- Amended Final Land Development Plans for Pope John Paul II Stadium, prepared by McCarthy Engineering Associates, Inc., dated January 23, 2020.

Based on our review of the submitted document noted above, McMahon offers the following comments for consideration by the Township and action by the applicant:

1. The applicant should provide information on who will access the stadium via the walkway on the eastern side of the stadium. Since the main entrance gate to the stadium appears to be proposed on the southeastern side of the stadium, it appears as though this walkway will be

used by staff/personnel during large events; however, the applicant must confirm this and describe whether it is also anticipated that the walkway will be available to access by the public.

2. The applicant should provide details on the expected traffic and pedestrian operations in the immediate vicinity of the stadium during large events. Of specific concern is the potential for a high frequency of pedestrians walking to the stadium from the parking area located to the east of the stadium and crossing the two-way drive aisle between this parking area and the stadium. If necessary, during large events, consideration should be given to providing a crossing guard or some other safety measures at this location. Additionally, a high visibility crosswalk, appropriate signage, and compliant ADA facilities design in compliance with all federal and State requirements should also be considered in order to enhance pedestrian safety in this area, particularly due to the anticipated stadium events.
3. A pedestrian connection should be considered and provided from the parking area to the southeast of the stadium and the sidewalk located immediately to the north of the ADA parking spaces located to the south of the stadium. This pedestrian connection must then include the appropriate ADA facilities, including a high visibility crosswalk across the drive aisle east of the stadium, signage, and the necessary sidewalk sections. All ADA facilities must be designed to current Federal and State requirements.
4. The Township Fire Marshal should review the plans in order to confirm that visitors to the stadium are able to safely exit the stadium during large events if an emergency situation arises during such events. Ensure that any correspondence, including any review comments and/or approvals, is included in subsequent submissions.
5. The proposed site modifications are not expected to generate additional traffic during the weekday afternoon peak hour; therefore, the application should not be subject to a transportation impact fee.
6. Future submissions by the High School for campus enhancements should include more of a Master Plan of the vision for the campus, so that proper planning can be done for the multi-modal transportation elements that should be considered and addressed. When done in piecemeal phases, occasionally recommendations for a single phase may not be the best overall plan and have to be revised later.
7. Based on our review, the applicant should address the aforementioned comments, and provide revised plans to the Township and our office for further review and approval recommendations. **The applicant's engineer must provide a response letter that describes how each specific review comment has been addressed, where each can be found in the plan set or materials, as opposed to general responses.** This will aid in the detailed review and subsequent review timeframes.

Mr. Geoffrey Grace

March 9, 2020

Page 3 of 3

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed development apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me or Anthony Valencia, Project Manager, at 610.594.9995.

Sincerely,

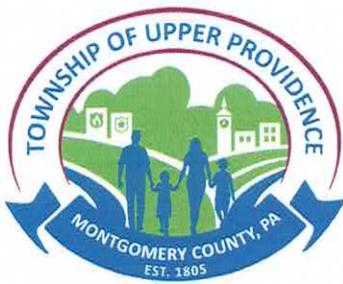


Casey A. Moore, P.E.

Executive Vice President – Corporate Operations

BMJ/CAM/AV

cc: Bryan Bortnichak – Assistant Township Manager
Bill Dingman, P.E. – Township Engineer
Joseph Bresnan, Esquire – Township Solicitor
Board of Supervisors (internally distributed by the Township)
Planning Commission (internally distributed by the Township)
Kevin Chavous – Montgomery County Planning Commission
James McCarthy, P.E. – McCarthy Engineering Associates, Inc. (Applicant's Engineer)



Township of Upper Providence Application for Subdivision or Land Development Review

Township of Upper Providence
1286 Black Rock Road P.O. Box 406
Oaks, PA 19456
Phone: 610-933-9179; Fax: 610-983-0355

APPLICATION SUBMISSION DATE: 06/03/2020
PLAN NUMBER: _____

Owner: MALVERN SCHOOL PROPERTIES OAKS LP

Proposal Name: Dance Studio on Egypt Road

Proposal Location/Address: 1021 Egypt Road

Owner Address: 20 Creek Road

City/State/Zip: Glen Mills, PA 19342

Owner phone/email: 610.888.9797

Tax Parcel Number(s): 61-00-01579-02-5

61-00-01579-04-3

Block /Unit: 66/016, 66/018

Current Zoning: M-1 Office and Limited Industrial District

Applicant (if different than owner):

1218 Egypt Road, LLC

Applicant Address: 3143 Providence Road

Nearest Cross Street: Longford Road

Property Acreage/Tract Area: 3.87 +/-

City/State/Zip: Eagleville, PA 19403

Applicant Phone: 484.429.3431

Proposed Number of Units (residential): 0

Proposed Square Feet (commercial/office/industrial):
7,843 square feet of 10,500 square foot building (existing)

Applicant Email: testacontracting@comcast.net

Applicant Representatives:

Attorney: M. Joseph Clement

Contact Information (phone/email): 610.825.8400

jclement@wispearl.com

Civil Engineer: N/A

Contact Information (phone/email): _____

Traffic Engineer: N/A

Contact Information (phone/email): _____

Other: N/A

Contact Information (phone/email): _____

Type of Review Requested:

Subdivision Plan (Minor Subdivision)

Tentative; Preliminary; Final

Land Development Plan

Tentative; Preliminary; Final

Conditional Use

Zoning Ordinance Amendment

Zoning Map Amendment

Subdivision/Land Development Ord. Amendment

Curative Amendment

Other Review Request (explain below):

Approva of subdivision of Condominium Unit



Township of Upper Providence Application for Subdivision or Land Development Review

Township of Upper Providence
1286 Black Rock Road P.O. Box 406
Oaks, PA 19456
Phone: 610-933-9179; Fax: 610-983-0355

APPLICATION SUBMISSION DATE: 06/03/2020
PLAN NUMBER: _____

Plans to be submitted with the application:

- Plans [five (5) paper copies are required] (dated: _____)
- Electronic version of all plan and documentation submitted with application (via CD, thumb drive, etc.)
_____ Dropbox or other electronic file transfers to be sent to ggrace@uprov-montco.org
- Other Documents [five (5) copies required]

List additional documents by title (attach a separate sheet if necessary):

Addendum to Conditional Use Application, Agreement of Sale, Original Record Plan

I/We filed with Upper Providence Township a (describe plan) Building Separation Plan/Site Plan which is subject to the time limitations for review set forth in the Municipalities Planning Code. I/We voluntarily waive the time limits for review of our filing. Such waiver is granted to allow for adjustments or revisions to our filing as may be required during the review process. I/We may revoke this waiver at any time. If I/We do revoke this waiver, then the Township's time limit for review that is set forth in the Municipalities Planning Code shall begin to run on the day that I hand deliver the signed revocation to the Township during regular business hours, regardless of the number of days that elapsed between the date of the original filing and the date of the revocation.

Applicant's Signature:

No application shall be accepted for processing unless properly signed in the appropriate space:

Signed: _____ Owner of Record

Signed: _____ Equitable Owner

Signed: [Signature] Authorized Agent (for: _____ Owner; Equitable Owner)

To be completed by the Township:

Application Fee: \$ _____ (Paid) Escrow Fee: \$ _____ (Paid)

Received By: _____

Per the Pennsylvania Municipalities Planning Code, States Act § 247 of 1969 this plan is accepted as complete on the following date: _____ 90-Day Clock expiration: _____

Signed: _____ :Township Zoning Officer/Director of Planning

Addendum to Application for Approval of Conditional Use and Subdivision of Condominium

Background

1218 Egypt Road, LLC (“Applicant”) is the equitable owner of a 7,843 square foot portion (“Premises”) of an existing 10,500 square foot shell building (“Building”) which has an address of 1021 Egypt Road, Upper Providence, Pennsylvania, under an agreement of sale dated May 28, 2020 (“Agreement of Sale”). A copy of the Agreement of Sale is attached hereto as Exhibit “A”. The Building is part of a condominium that is comprised of 4 parcels having the following Montgomery County Parcel Identification Numbers: 61-00-01579-01-6 (Unit 1, the Malvern School building); 61-00-01579-02-5 (Unit 2, the Building, which includes the Premises); 61-00-01579-03-4 (Unit 3); and, 61-00-01579-04-3 (the common elements) (collectively the “Tract”). The Tract is currently owned by Malvern School Properties Oaks, L.P..

The Tract is located on the M-1 Office and Limited Industrial Zoning District. Development of the Tract was approved by the Upper Providence Board of Supervisors as depicted on the record plan prepared by Robert E. Blue Consulting Engineers, P.C. (“Record Plan”), a copy of which is attached hereto as Exhibit “B”. Applicant proposes to subdivide the Building (i.e. Unit 2) into 2 condominium units as depicted on the Tenant Separation Plan attached hereto as Exhibit “C”. The Premises is identified on the Tenant Separation Plan as Unit 2A.

Proposed Use

Applicant proposes to use the Premises as its business headquarters and as its dance studio. Applicant intend to fit out the Premises as an open concept dance studio with a reception/office desk area. At this time, Applicant proposes to hold 4 classes per day on Monday thru Thursday and 2 classes per day on Saturday. The classes will be limited to approximately 18 participants. In addition, during classes, no more than 5 employees/instructors will be on-site at any one time. Applicant’s class schedule and hours of operation may change but the classes sizes will not exceed the approximately 18 participants.

Request for Approval

Applicant is seeking conditional use approval under Upper Providence Township Zoning Code §182-108(1) which permits professional studio uses in the M-1 Office and Limited Industrial District; and, to the extent necessary, approval to subdivide condominium Unit 2 (i.e. the Building) as depicted on the Tenant Separation Plan. Applicant does not propose to construct improvements on the Tract which deviate from the Record Plan outside of the Building. Further, Applicant’s request for conditional use approval relates to the Premises and not the other portion of the Building.

Applicant’s proposed use will not: constitute a nuisance or damage to health or any property by reason of dissemination of noxious, toxic or corrosive fumes, smoke, odor or dust in the immediately surrounding area; result in noise or vibration clearly exceeding the average intensity of noise or vibration occurring from other causes at the property line endanger surrounding areas by reason of radiation, fire or explosion; produce objectionable heat or glare beyond the property line or, in the case of an M-1

Office and Limited Industrial District, beyond the district boundary line; result in electrical disturbance in nearby residences or adversely affect the operation of equipment other than on the property on which the disturbance is located; discharge any untreated sewage or industrial waste into any stream or the Schuylkill River or otherwise contribute to the pollution of surface or underground waters; endanger the underground water level or supply for other properties; create an objectionable traffic condition on the highway or in an adjacent area or generate a nuisance to surrounding property by reason of truck traffic; or create any other objectionable condition in an adjoining area which will endanger public health and safety or be detrimental to the environmental quality of the surrounding area. To the contrary, Applicant's proposed use will be a benefit to the surrounding community and public in general.

Respectfully submitted,



M. Joseph Clement, Esq.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (“Agreement”) is made this 28th day of May, 2020 (the “Effective Date”), by and between **MALVERN SCHOOL PROPERTIES OAKS LP**, a Pennsylvania limited liability company with an address of 20 Creek Road, Glen Oaks, PA 19342 (“Seller”) and **1218 EGYPT RD LLC**, a Pennsylvania limited liability company with an address of 3143 Providence Road Eagleville, PA 19403 and **1021 EGYPT RD UNIT 2B LLC**, a Pennsylvania limited liability company with an address of 205 Gulph Mills Lane, Gulph Mills, Pennsylvania 19428 (jointly, severally and collectively, the “Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner of a building containing approximately ten thousand five hundred (10,500) square feet located at 1021 Egypt Road, Phoenixville, Montgomery County, Pennsylvania being identified as Unit 2 on the Declaration of 1021-1023 Egypt Road Condominium (the “Declaration”) and further identified as Tax Parcel No. 61-00-01579-025 on the tax map for Phoenixville, Pennsylvania (the “Premises”). A copy of the Declaration is attached hereto and, by this reference, incorporated herein as Exhibit “A”. Buyer acknowledges that Seller is in the process of amending the Declaration and that such amendment will be recorded prior to Closing (as hereinafter defined).

WHEREAS, Buyer desires to purchase the Premises from Seller; and

WHEREAS, Seller is willing to sell the Premises to the Buyer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. PURCHASE AND SALE. Upon the terms, conditions and provisions contained herein, Seller agrees to sell and Buyer agrees to purchase the Premises from Seller.

2. DEPOSIT AND PURCHASE PRICE.

a. DEPOSIT. Within three (3) business days after the Effective Date hereof, Buyer shall pay to Land Services USA (the “Escrow Agent”) the sum of [REDACTED] (the “Deposit”). Escrow Agent shall notify Seller of the receipt of the Deposit and shall hold Deposit in an interest-bearing, federally insured account, provided Buyer delivers to Escrow Agent any required W-9 form, interest to follow the Deposit. The Deposit shall be credited against payment of the Purchase Price (hereinafter defined) at Closing (hereinafter defined) or distributed as provided herein in the event Closing does not occur. Notwithstanding the foregoing, in the event Buyer timely and effectively terminates this Agreement on or before the expiration of the Due Diligence Period, the Deposit and any interest thereon shall be promptly returned to Buyer.

b. ESCROW AGENT. If there is a dispute between Seller and Buyer regarding whether the Deposit shall be returned to Buyer or delivered to Seller, Escrow Agent shall have no obligation to either Seller or Buyer. Escrow Agent shall hold the Deposit in escrow until directed by joint written instructions from Seller and Buyer or until receipt of a final judgment of a court with appropriate jurisdiction. As an alternative thereto, Escrow Agent may tender the Deposit into a court of appropriate jurisdiction and interplead both Parties hereto and thereafter be free from any further obligation to the Parties or hereunder. Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel. Escrow Agent may act upon any instrument or other writing believed by Escrow Agent in good faith to be genuine and to be signed and presented by the proper person. Escrow Agent shall not be liable in connection with the performance by Escrow Agent of its duties hereunder, except for Escrow Agent's own misconduct or negligence. Escrow Agent shall be under no obligation to institute or defend any action, suit or legal proceeding in connection herewith or to take any other action likely to involve Escrow Agent in expense (except to interplead the Deposit as aforesaid) unless first indemnified to its reasonable satisfaction by Seller and Buyer. Escrow Agent shall not be entitled to a fee for its services as Escrow Agent

c. PURCHASE PRICE. Subject to any adjustments herein, Buyer shall pay to Seller for the Premises the sum of [REDACTED] (the "Purchase Price"). The balance of the Purchase Price, as adjusted pursuant to this Agreement, shall be paid to Seller at Closing in immediately available funds.

3. DOCUMENTS. Seller represents that, to the best of Seller's knowledge without independent inquiry or investigation, any and all documents delivered to Buyer by Seller shall be true, correct, and complete copies of such documents. Buyer acknowledges and agrees that any and all documents and information delivered to Buyer by Seller or Seller's representatives, are delivered to Buyer as an accommodation and Seller: (1) has not made any independent investigation or verification of such information; and (2) makes no representations or warranties as to the accuracy or completeness of such information. Buyer acknowledges having been given the opportunity to inspect the Premises pursuant to this Agreement, and except for the express representations and warranties of the Seller in this Agreement and the deed (when and after delivered), Buyer is relying solely on its own investigation of the Premises and not on any information provided or to be provided by Seller.

4. DUE DILIGENCE.

a. Due Diligence Period. For a period of forty-five (45) days following the Effective Date (the "Due Diligence Period"), Buyer shall have the ability, at Buyer's sole cost and expense, to conduct and make any and all non-invasive studies, examinations, surveys, inspections and investigations of, or concerning, the Premises, including, without limitation, (i) a Phase I environmental site assessment and soils testing, (ii) a wetlands and floodplain delineation and analysis, geotechnical studies, a storm water management evaluation, (iii) an inspection as to the ability to develop and operate commercial uses to be determined by Buyer on the Premises, (iv) an inspection as to the ability to use the existing building in compliance with the current

zoning, subdivision, land development and other applicable ordinances, (v) an inspection as to the condition of the title to the Premises, including any restrictions, encumbrances and/or easements applicable thereto, as well as the Declaration, (vii) an inspection of the improvements located on the Premises (if any), (viii) an investigation into the ability of Buyer to obtain financing for the development of the Premises on terms and conditions acceptable to Buyer, and (ix) any other reviews, inspections or interviews Buyer deems necessary in connection with Buyer's proposed use of the Premises (all of the foregoing tests, studies, examinations, inspections and investigations are hereinafter collectively referred to as the "Tests"). Notwithstanding the foregoing, Buyer hereby acknowledges that no invasive environmental tests (except for soils boring tests) or any "Phase II" environmental audits may be performed by Buyer unless Seller has provided its prior written consent thereto, which consent shall not be unreasonably withheld or delayed so long as such request by Buyer for any invasive environmental testing (except for soils boring tests) is accompanied by a "Phase I" inspection report (including all test results and analysis thereof) prepared by a reputable environmental engineering company which recommends such additional testing and sets forth the basis thereof in reasonable detail. Any physical audits of the Premises shall be performed by a contractor chosen and hired by Buyer and shall be paid for solely by Buyer; provided, however, that any such contractor must possess all necessary licenses and permits to perform the audits. Except as otherwise expressly set forth herein or as required by applicable law, Buyer shall not, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion, release the results of any such audits to any other person or entity. Buyer shall provide Seller the opportunity, at Seller's expense, to attend any discussions or meetings concerning the Premises with Buyer and any governmental or quasi-governmental agency. Prior to any entry by Buyer or its representatives upon the Premises, Buyer shall give Seller twenty-four (24) hours' notice of the date and time of the entry and of the specific inspections to be undertaken. This notice may be sent via email to Seller at jascandone@malvernschool.com with a copy to Stephen.Marzullo@cbre.com. Seller shall have the right to accompany Buyer and each of its representatives during any entry on the Premises.

b. Termination. If Buyer determines, in Buyer's sole discretion, not to acquire the Premises, for any reason and no reason at all, then Buyer may, at its option, terminate this Agreement by delivery of written notice to Seller on or before the expiration of the Due Diligence Period (a "Due Diligence Termination Notice"). Upon timely delivery of the Due Diligence Termination Notice, the Escrow Agent shall promptly return the Deposit to Buyer, and thereafter, this Agreement shall terminate and neither party shall have any further rights, duties, liabilities or obligations, at law or in equity, arising out of or relating to this Agreement except those that expressly survive termination of this Agreement. If for any reason Closing does not occur, Buyer agrees to, following the termination of this Agreement, turn over to Seller all Test results and studies performed by Buyer during the term of this Agreement at no charge. If Buyer fails to timely deliver a Due Diligence Termination Notice, Buyer's Due Diligence Period and contingency is deemed waived.

c. Conduct of Tests. In connection with the Tests, Buyer shall act in commercially reasonable and customary manner. Buyer shall promptly repair and restore the Premise, at Buyer's sole cost and expense, to the condition existing prior to such testing and inspection. Buyer shall also release and indemnify Seller and Seller's owners, partners, officers, directors, employees, agents, (collectively and individually a "Seller Indemnified Party") against,

and defend and hold each Seller Indemnified Party harmless from, any and all claims, liabilities, demands, damage, costs and expenses, including, without limitation, reasonable actual attorneys' fees, arising from the performance of the Tests. Prior to entry upon the Premises by Buyer or its agents, contractors, engineers or employees, Buyer shall provide Seller with proof of Buyer's commercial general liability insurance with coverage and limits reasonably acceptable to Seller (with a contractual liability endorsement) on an occurrence basis. All insurance policies maintained pursuant to this Section shall be endorsed to include Seller and its designees as additional insureds, as their interest may appear, and shall state that such insurance is primary insurance as regards to any other insurance carried by Seller, with insurance companies and pursuant to coverage amounts, terms and conditions acceptable to Seller. Buyer's obligations to provide liability insurance, restore the Premises and indemnify, release, defend and hold each Seller Indemnified Party harmless pursuant to this Section shall expressly survive Closing or termination of this Agreement.

5. PRELIMINARY BUILDING SKETCH PLANS AND SPECIFICATIONS.

During the Due Diligence Period, Buyer shall develop a sketch plan and general building specifications (the "Building Sketch Plan and Specifications") for the subdivision of the Premises into two (2) separate units consisting of: (i) an approximately seven thousand eight-hundred seventy-five (7,875) square foot dance studio ("Unit 2A"), and (ii) an approximately two thousand six hundred twenty-five (2,625) square foot office ("Unit 2B" and together, with Unit 2A, the "Building"), as more fully described on the subdivision plan attached hereto as Exhibit "B", which is hereby approved by both Buyer and Seller.

6. OBLIGATIONS OF THE PARTIES PRIOR TO CLOSING. During the period commencing on the Effective Date and ending on the Closing Date (as hereinafter defined), Seller agrees as follows:

a. Due Diligence Access. Subject to the provisions of paragraph 4 above, Seller shall allow Buyer and Buyer's agents, contractors, engineers, consultants and employees to enter onto the Premises from time to time prior to the earlier of the (i) expiration of the Due Diligence Period, (ii) waiver of the Due Diligence Period, or (iii) the termination of this Agreement, to conduct the Tests.

b. Permits and Approvals.

i. Application. Within one hundred fifty (150) days of the Effective Date (the "Application Deadline"), Buyer shall submit plans and apply for, and thereafter diligently pursue the issuance of, all governmental and quasi-governmental permits and approvals (the "Permits and Approvals") to: (i) subdivide the Premises and improve the units for the desired use of Buyer, and (ii) obtain a conditional use approval for the use of a dance studio (the "Site Development Project") on terms and conditions satisfactory to Buyer and Seller. Buyer and Seller each acknowledges and agrees that Seller shall be obligated to provide, at Seller's sole cost and expense, three (3) EDU's for the Site Development Project. Notwithstanding the foregoing, Buyer shall be solely responsible for the cost of any EDU's for the Site Development Project after Seller provides the first three (3) EDU's for the Site Development Project (i.e. if 4 EDU's are required, Seller would, at its sole cost and expense, provide the first 3 EDU's, and thereafter, Buyer, at its sole cost and expense would purchase the

final 1 EDU). If Buyer shall fail to make application for preliminary approval by the Application Deadline, Buyer shall be in default of this Agreement, and, Seller may, upon written notice to Buyer terminate this Agreement, whereupon Escrow Agent shall deliver the Deposit, along with any accrued interest thereon, to Seller and this Agreement shall terminate and neither party shall have any further rights, duties, liabilities or obligations, at law or in equity, arising out of or relating to this Agreement except those that expressly survive termination of this Agreement.

ii. Approval Period. If Buyer has not received all Permits and Approvals on terms and conditions satisfactory to Buyer on or before the Application Deadline (the "Approval Period"), Buyer or Seller may terminate this Agreement by delivery of written notice to the other party any time after the expiration of the Approval Period and prior to the issuance of the Permits and Approvals on terms and conditions satisfactory to Buyer (an "Approval Termination Notice"). Notwithstanding the foregoing, in the event that after the Effective Date, the Governor of Pennsylvania issues an order directing all non-essential businesses to cease operations during the Approval Period, and, as a result thereof, Buyer is unable to continue its pursuit of the Approvals, the Approval Period shall be automatically extended one (1) day for each day the order is in effect and Buyer is unable to continue its pursuit of the Approvals.

c. Paving Access Drive. Seller shall cause to be paved the access drive connecting the Premises and Unit 1 of the Condominium (the "Access Drive") as depicted on the Site Plan attached hereto as Exhibit "C". The paving of the Access Drive shall be deemed to be completed upon completion of base paving. The Seller shall, at its sole cost and expense, pay all costs associated with the paving of the Access Drive; provided, however, Buyer shall reimburse Seller eighty percent (80%) of the costs associated with the paving of the Access Drive in twenty-four (24) equal monthly installments on the first (1st) day of each month commencing on the first (1st) day of the month following the month in which the base paving is completed. Seller shall deliver to Buyer supporting documentation that evidences the total cost of the paving of the Access Drive. Buyer's obligation to reimburse Seller as aforesaid shall survive Closing.

7. CLOSING.

a. Closing Date. The date upon which the sale and purchase of the Premises shall occur (the "Closing Date" or "Closing") shall be thirty (30) days following the expiration of the Approval Period.

8. TITLE.

a. Conveyance. Title to the Premises shall be delivered by special warranty deed conveying good and marketable fee simple title to the Premises to Buyer as will be insured by a reputable title insurance company at regular rates subject only to: (i) all matters of record as of the Effective Date and (ii) fulfillment of any standard requirement customarily imposed by title insurance companies in the Commonwealth of Pennsylvania in connection with similar transactions. Notwithstanding anything to the contrary herein, Seller shall be obligated to apply the purchase price received at Closing to cure any encumbrance consisting of a mortgage, mechanic's lien, or other matter that can be removed or discharged by the payment of an

ascertainable sum of money (any of the foregoing, a “Lien”). If Seller is unable to convey title as herein provided, Buyer may either (i) consummating the transaction contemplated hereby and accepting such title as Seller is willing to convey, or (ii) terminating this Agreement by giving written notice to Seller in which event the Deposit shall be returned to Buyer, and the parties shall be released from all obligations hereunder excepting those obligations specifically survive the termination of this Agreement.

b. Declaration. Buyer shall have the right, at Buyer’s sole cost and expense, to record an amendment to the Declaration at Closing, which amendment shall be subject to the approval of all owners of units in the Condominium, to provide for the subdivision of the Premises into two (2) units. Seller shall deliver to Buyer a draft amendment to Declaration not later than thirty (30) days after the Effective Date for review and comment. Neither party hereto shall make any change to the Declaration that material increases the obligations of any unit owner or impairs the intended use of the Premises without the other’s approval, such approval not to be unreasonably withheld. Buyer shall reimburse to Seller Seller’s reasonable attorney’s fees incurred solely in connection with the review of the amendment to the Declaration within thirty (30) days following receipt of an invoice therefor together with reasonably-detailed back up documentation.

9. SELLER’S OBLIGATIONS AT CLOSING. At the Closing, Seller shall furnish to Buyer the following documents, each of which shall be in a form reasonably satisfactory to Buyer’s counsel:

- a.** A Special Warranty Deed (“Deed”);
- b.** Such affidavits, documents, instruments and agreements as are customary in order for Buyer’s title company to issue a policy of title insurance to Buyer or as required by law or pursuant to the terms of this Agreement; and
- c.** A FIRPTA Affidavit executed by Seller if required by Buyer’s title company.
- d.** The executed amendment to the Declaration in the form agreed to by Buyer and Seller.
- e.** A fully executed and completed 3407 Resale Certificate for the sale of the Premises.
- f.** A side letter from Seller to Buyer confirming Seller’s obligation to pay all Common Expenses (as defined in the Declaration) for Unit 2 for a period of two (2) years commencing on the date of Closing.

10. BUYER'S OBLIGATIONS AT CLOSING. Provided that Seller shall perform all of Seller's obligations under this Agreement, Buyer shall deliver to Seller at the Closing the following:

a. The Purchase Price, plus or minus net prorations as set forth in this Agreement.

b. Such affidavits, documents, instruments and agreements as the Buyer's title company shall reasonably require from Buyer.

c. Such other documents and payments as Buyer is required to deliver by law or pursuant to the terms of this Agreement.

11. ADJUSTMENTS; COSTS.

a. Unless provided for otherwise under this Agreement, the following items with respect to the Premises and its appurtenant common area allocation shall be prorated and adjusted as of midnight of the day immediately preceding the Closing Date: real estate taxes, school taxes and assessments appearing on current tax bills and utility charges, fees and assessments, water and sewer use charges on the basis of the fiscal year of period for which they are assessed. All special taxes and assessments levied after the Effective Date and prior to Closing against the Premises shall be paid by Buyer prior to or at the Closing, whether all or part of the same shall become due before or after the Closing Date.

b. Buyer shall pay all recording costs for the Deed and other charges customarily paid by the Buyer, including the cost for recording the amendment to the Declaration. Seller shall pay all recording fees for releases of mortgages, and other charges customarily paid by the Seller. The transfer tax due upon recording of the Deed shall be divided equally between Seller and Buyer.

12. REPRESENTATIONS AND WARRANTIES. To induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

a. Seller is not a "foreign person" as such term is defined in Section 7701 of the Internal Revenue Code, as amended.

b. Seller's has received no written notice of any action, suit, proceeding, investigation or claim for additional taxes or assessments asserted by any authority; and Seller has received no written notice of any real estate assessment protest or proceeding against or affecting all or any portion of the Premises.

c. Seller has received no written notice that the Premises fails to comply with covenants and restrictions, if any, pertaining to the Premises.

d. Seller has received no written notice of any violation of federal, state, or municipal law, ordinance, order, regulation or requirement affecting all or any portion of the Premises or the use thereof.

e. Seller has received no written notice of any action, suit, proceeding or notice of violation is pending, or threatened, against Seller or against all or any portion of the Premises.

f. To Seller's knowledge, no pollutants, contaminants or hazardous substances or petroleum products as so defined by any federal, state or municipal statute, law, ordinance, order of standard ("Hazardous Substances") are located at, on, in, under, upon or adjacent to the Premises, nor is Seller aware of any underground storage tanks presently located at the Premises or removed from the Premises.

Disclaimer of Representations. Buyer hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement: (a) Seller makes and has made no warranty or representation whatsoever as to the condition or suitability of any portion of the Premises for Buyer's purposes, (b) Seller and its Affiliates make and have made no warranty, express or implied, with regard to the accuracy of any information furnished to Buyer (except with respect to Seller's disclosure obligation under the Declaration), and Seller shall not be bound by any statement of any broker, employee, agent or other representative or Affiliate of Seller, (c) Buyer has made or will make a complete and thorough examination and inspection of the Premises (including without limitation, whether or not hazardous or toxic materials are located on or under or generated from any portion of the Premises), zoning, Premises use restrictions, utility availability and hook-up costs (including, without limitation, whether or not septic tanks are permitted or prohibited) and all other matters relevant to Buyer, (d) Buyer has determined or will determine that the condition of all portions of the Premises is satisfactory to Buyer, (e) notwithstanding the nature or extent of the inspections Buyer has made or will make, Buyer shall purchase and accept every portion of the Premises in its "AS-IS" condition without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed Buyer acknowledging and agreeing that Buyer shall be solely responsible for the payment of any required repairs to the Premises in order for the Borough of Phoenixville or the County of Montgomery to issue any required permits or certifications for the sale of the Premises, and, upon acceptance of the Deed at Closing, Buyer shall be conclusively deemed to have accepted the Premises in its "as is" condition, and (f) other than as set forth herein or in any document delivered at Closing, Seller and its Affiliates make and have made no warranty, express or implied, concerning any portion of the Premises, its condition, the use of which it may be put, any environmental matters, or any other thing or matter directly or indirectly related thereto or hereto (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS).

NOTWITHSTANDING THE FOREGOING, OR ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, SELLER ACKNOWLEDGES AND AGREES THAT BUYER SHALL NOT WAIVE ANY RIGHTS OR REMEDIES AVAILABLE TO IT AS A PURCHASER OF A CONDOMINIUM UNIT UNDER THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT.

For purposes hereof, "Affiliate" means a person or entity which (either directly or indirectly, through one or more intermediaries) controls, is in common control with or is controlled by, another person or entity, and any person or entity that is a director, trustee, officer,

employee, agent, partner, shareholder, subsidiary or attorney of any of the foregoing. For the purposes of this definition, the term "control" means (a) legal or beneficial ownership of ten percent (10%) or more of the voting interests of an entity, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

The provisions of this Section shall survive closing and delivery of the deed of conveyance.

13. BROKERAGE. Each party represents to the other that excepting CBRE (whose commission shall be paid by Seller pursuant to the terms of a separate agreement) and Jackson Cross Partners (whose commission, if any, shall be paid by Buyer pursuant to the terms of a separate agreement) it has not dealt with any real estate broker, finder, or any other intermediary in connection with this sale; and Buyer and Seller each agree to indemnify and hold the other harmless from and against any claims for any commissions or fees together with costs and attorney's fees of any real estate brokers, finders or any other intermediaries arising on account of the indemnifying party's actions. The terms of this Section 13 of this Agreement shall survive Closing and any termination of this Agreement.

14. BUYER'S DEFAULT. If all conditions precedent to closing are satisfied waived or deemed waived, and the sale and purchase of the Premises as contemplated by this Agreement is not consummated because of Buyer's failure to proceed to Closing, or if Buyer is otherwise in default of this Agreement, then Seller's sole remedy hereunder shall be to retain the Deposit as full liquidated damages for such default of Buyer. THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE THAT IT IS IMPOSSIBLE MORE PRECISELY TO ESTIMATE THE DAMAGE TO BE SUFFERED BY SELLER UPON BUYER'S DEFAULT, AND THAT RETENTION OF THE DEPOSIT IS INTENDED NOT AS A PENALTY, BUT AS FULL LIQUIDATED DAMAGES. The Seller's right to retain the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to and hereby covenants that it shall not sue the Buyer (a) for specific performance of this Agreement or (b) to prove that Seller's actual damages exceed the Deposit which is hereby provided Seller as full liquidated damages. In the event the purchase and sale contemplated in the Agreement is not consummated because of Buyer's default, Buyer hereby waives and releases any right and hereby covenants that it shall not sue Seller to recover the Deposit and interest earned thereon or any part thereof on the grounds that it is unreasonable in amount or that its retention by Seller is a penalty and not agreed upon and reasonable liquidated damages. The provisions of this Section shall not apply to any indemnity obligation of Buyer under this Agreement. Formal tender of the purchase price and deed are hereby waived.

15. SELLER'S DEFAULT. If Seller fails to perform any of the covenants hereof, Buyer may, at its option, elect any one of the following remedies: (i) terminate this Contract and receive the Deposit and all interest earned thereon, if any; or (ii) pursue the remedy of specific performance. Buyer waives all other remedies it may have against Seller at law or in equity, except for such remedies available to it for Seller's failure to make disclosures required under the Pennsylvania Uniform Condominium Act.

16. NOTICES. All notices and requests permitted or required to be given hereunder shall be in writing and shall be deemed effective (a) on the date delivered or refused when sent by certified U.S. Mail, return receipt requested, with adequate postage affixed, or (b) on the date upon delivery, or refusal thereof, if sent, charges pre-paid, if delivered by nationally recognized overnight delivery service (i.e. FedEx). All notices shall be addressed to the addressee stated hereinbelow or at such other address as either party shall designate in writing in the manner hereinabove set forth. Seller's and Buyer's attorneys are hereby authorized to send and receive notices hereunder on behalf of their respective clients.

Address of Buyer: 1218 Egypt Rd LLC
3143 Providence Road
Eagleville, PA 19403

1021Egypt Rd Unit 2B LLC
205 Gulph Lane
Gulph Mills, PA 19428

With a copy to
Buyer's Counsel: Kellie McGowan, Esquire
Obermayer Rebmann Maxwell & Hippel LLP
10 S. Clinton Street, Suite 300
Doylestown, PA 18901

Address of Seller: Malvern School Properties Oaks, L.P.
20 Creek Road
Glen Oaks, PA 19342

With a copy to: Karen Taylor-Lewis, Esquire
Del Duca Lewis Law Firm
21 E. Euclid Avenue, Suite 100
Haddonfield, NJ 08033

Address of Escrow Agent: Dee Messner
Security Abstract of PA, Inc.
P. O. Box 1060
1741 Valley Forge Road
Worcester, PA 19490

17. EMINENT DOMAIN. If any agency possessing the power of eminent domain issues a declaration of taking of all or a part comprising more than five percent (5%) of the Premises, Buyer shall have the right to (i) terminate this Agreement and receive back its Deposit, plus any accrued interest thereon; or (ii) proceed to Closing, provided, however, that at Closing Seller shall transfer to Buyer all awards and other condemnation proceeds received by Seller by reason of such taking and assign to Buyer all remaining rights of Seller in and to any awards and

other condemnation proceeds payable by reason of such taking. Seller agrees to give Buyer notice of any eminent domain proceedings promptly after Seller learns of such proceedings.

18. RISK OF LOSS. If any loss or damage to the Premises occurs during the term of this Agreement, Buyer shall have no right to terminate this Agreement and shall proceed to Closing, provided, however, that at Closing Seller shall transfer to Buyer all insurance proceeds received by Seller by reason of loss or damage and assign to Buyer all remaining rights of Seller in and to any insurance proceeds payable by reason of loss or damage. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the Premises as of the time of the execution of this Agreement. Buyer acknowledges and agrees that Seller shall have no obligation to repair or restore the Premises or any improvements located thereon.

19. BULK SALES. On or before the Closing Date, Seller represents and warrants to Buyer and covenants that (i) Seller has provided or shall provide, at least ten (10) days prior to Closing, all notices required under the provisions of any and all bulk sale transfer laws applicable to the conveyance of the Premises by Seller to Buyer, including without limitation the requirements of 69 Pa.C.S.A. §529, 72 P.S. §§ 1401-1403, 72 Pa.C.S.A. §7240, 72 Pa.C.S.A. §7321.1 and 43 P.S. §788.3, and all regulations relating to the foregoing (collectively, the "Bulk Sale Transfer Laws"); and (ii) Seller has timely paid or shall timely pay when due and payable all use, income and withholding taxes and unemployment compensation and workman's compensation contributions (collectively, "Commonwealth Obligations") payable to the Commonwealth of Pennsylvania (the "Commonwealth") through and including the date of Closing and shall timely file all tax returns and reports required to be filed or made with the Commonwealth for the period through and including the date of Closing. Seller shall use diligent efforts to obtain from the Commonwealth of Pennsylvania and deliver to Buyer all Bulk Sale Clearance Certificates applicable to the transactions contemplated by this Agreement; provided, however, obtaining such Bulk Sale Clearance Certificates shall not be a condition precedent to Closing. Seller agrees to indemnify, defend, protect and hold harmless Buyer and its Affiliates (the "Indemnified Parties") from and against any and all damages, losses, liens, liabilities, obligations, fines, penalties, claims, causes of action, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind (including, without limitation, reasonable attorneys', accountants' and other experts' fees, disbursements and related costs) which may at any time be imposed upon, incurred or sustained by or asserted or awarded against Indemnified Parties, arising out of or relating to (i) Seller's failure to timely comply with or satisfy any of the requirements of the Bulk Sales Transfer Laws, (ii) Seller's failure to obtain and deliver to Buyer any clearance certificate evidencing the payment by Seller of all applicable taxes, assessments and contributions required to be paid under any Bulk Sale Transfer Laws (the "Bulk Sale Clearance Certificates"), (iii) Seller's failure to pay any amounts due to the Commonwealth, and/or (iv) Seller's failure to otherwise fulfill any of Seller's Commonwealth Obligations. If any garnishment, levy, attachment, execution claim or lien reaches, garnishes, encumbers, or attaches to any of the assets, property or business of any of Indemnified Parties, including but not limited to the Premises, by virtue of Seller's failure to obtain and deliver to Buyer any Bulk Sale Clearance Certificate or Seller's failure to pay any amounts due to the Commonwealth or otherwise fulfill any of Seller's tax obligations or liability to the Commonwealth, Seller shall promptly post a bond and do whatever else is reasonably required to expeditiously release the property, assets and business of Indemnified Parties from any such levy, attachment, execution, lien, garnishment or encumbrance, all at the sole expense of Seller.

Seller shall have the right to contest any such imposition or claim by the taxing authorities (“Bulk Sales Claim”), provided that during any such contest, Seller shall continue to defend Buyer. The obligations of Seller hereunder shall survive Closing and shall terminate only upon delivery by Seller to Buyer of certified copies of the Bulk Sale Clearance Certificates.

20. RECOURSE LIMITED TO PROCEEDS OF SALE; SURVIVAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NEITHER SELLER, BUYER, NOR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER, DIRECTOR, EMPLOYEE, AGENT OR AFFILIATE OF SELLER OR BUYER, SHALL BE PERSONALLY LIABLE, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY DOCUMENT, INSTRUMENT OR CERTIFICATE SECURING OR OTHERWISE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY AMENDMENTS OR MODIFICATIONS TO ANY OF THE FOREGOING MADE AT ANY TIME OR TIMES, HERETOFORE OR HEREAFTER, OR IN RESPECT OF ANY MATTER, CONDITION, INJURY OR LOSS RELATED TO THE AGREEMENT OR THE PREMISES, AND ONLY SELLER'S INTEREST IN THE PREMISES (OR PROCEEDS THEREOF) SHALL BE AVAILABLE TO SATISFY ANY CLAIMS AGAINST SELLER; AND THE BUYER AND EACH OF ITS SUCCESSORS AND ASSIGNEES WAIVES AND DOES HEREBY WAIVE ANY SUCH PERSONAL LIABILITY. Unless otherwise noted herein, all of Seller's representations, warranties, covenants or agreements shall merge into the Deed to be given by Seller except as and to the extent expressly provided to the contrary herein; provided however, that notwithstanding the foregoing, if Buyer learns of any breach or non performance of any representation, warranty, covenant or agreement prior to Closing that is expressly stated to survive Closing, Buyer shall promptly notify Seller thereof, and such representation, warranty, covenant or agreement shall not survive Closing (whether or not Buyer notifies Seller thereof) but, rather, shall merge into the Deed to be given by Seller, it being the intention of the parties that no breach or non performance of which Buyer has knowledge prior to Closing shall survive Closing should Buyer elect to close notwithstanding knowledge of such breach or non performance.

21. JOINT AND SEVERAL LIABILITY. The obligations and liabilities of Buyer hereunder are joint and several. For avoidance of doubt, each Buyer shall be obligated to purchase the entire Premises and pay the entire Purchase Price unless this Agreement is terminated by Buyer in accordance with its terms. Notwithstanding the foregoing, Seller's damages for Buyer's default are limited as set forth in Section 20 above.

22. MISCELLANEOUS.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

b. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder, and it is agreed that any change in, addition to, amendment or modification of the terms hereof shall be of no effect unless reduced to writing

and executed by both parties hereto; provided, however, the joinder of the Escrow Agent shall be required only if its obligations hereunder are being modified or altered. Seller and Buyer each agree that in entering into this Agreement, it has not relied upon any statement or representation not specifically and expressly set forth in this Agreement.

c. The captions used in connection with the sections of this Agreement are for convenience of reference only and shall not be deemed to construe, limit or expand the meaning or language of this Agreement.

d. Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs. If the day for performance of any action hereunder falls on a Saturday, Sunday or national legal holiday, then the time for performance shall be deemed extended to the next succeeding business day.

e. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

f. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies whatsoever.

g. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and any actions based on this Agreement shall be brought in the Court of Common Pleas of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.

h. This Agreement may be executed in separate counterparts, which when read together shall constitute one complete and original document. The parties further agree that any facsimile or electronic signature (.pdf) shall be as effective as an original signature and shall be equally binding as though delivered directly by hand to each other.

i. Either party shall have the right to waive any condition or contingency in this Agreement for the benefit of the party granting such waiver. Any such waiver shall be in writing and signed by the party granting such waiver.

j. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Agreement.

k. The parties executing this instrument as Seller and Buyer represent that each has the authority to enter into this Agreement and that the signatory hereof has the capacity to bind the Seller and Buyer and execute all documents necessary convey title hereunder.

l. It is the intent of the parties that their relationship by virtue of this Agreement is solely that of vendee and vendor of the Premises. Nothing contained in this

Agreement shall be construed as making Buyer and Seller the partner, agent or joint venturer of the other, and the parties shall have no relationship to each other hereunder other than that of vendor and vendee of the Premises.

m. This Agreement or a memorandum or summary thereof shall not be recorded in any office or place of public record by either party hereto.

n. The Premises is zoned M-1 Office and Limited Industrial.

o. All times provided for herein are and shall be of an essence of this Agreement and any extension of any such time or times (which must be in writing) shall continue to be of an essence of this Agreement.

p. Buyer and Seller each acknowledge and agree that should Buyer wish to assign its rights and obligations hereunder, Buyer and Seller will promptly terminate this Agreement and Seller shall, concurrently with the termination hereof, enter into a new identical agreement of sale containing the identical terms and conditions herein with the replacement buyer. Buyer agrees to indemnify and hold seller harmless from any and all liability for transfer taxes imposed on account of any such termination and new agreement.

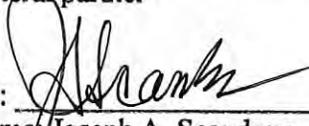
[Balance of page intentionally left blank, signature page to follow.]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be duly executed as of the date first noted above.

SELLER:

**MALVERN SCHOOL PROPERTIES
OAKS, LP**

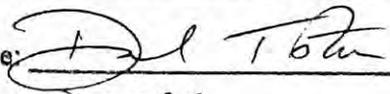
By: Malvern School Properties Oaks GP LLC, its
general partner

By: 
Name: Joseph A. Scandone
Title: Managing Member

BUYER:

1218 EGYPT RD LLC

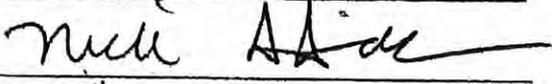
By: Daniel Testa

Name: 

Title: OWNER

1021 EGYPT RD UNIT 2B LLC

By: Nick Adams

Name: 

Title: Member

RECEIPT AND JOINDER

The undersigned acknowledges receipt of the Deposit in the amount of Twenty five Thousand Dollars (\$25,000.00) as the Deposit under the Agreement for Purchase and Sale between Malvern School Properties Oaks, L.P., as Seller, and 1218 Egypt Rd LLC and 1021 Egypt Rd Unit 2B LLC, collectively as Buyer, dated effective as of May __, 2020 (the "Agreement"). The undersigned agrees to act as Escrow Agent pursuant to the terms of the Agreement and to hold and disburse the Deposit in accordance with the Agreement.

Executed by Escrow Agent on the date set forth below.

ESCROW AGENT:

SECURITY ABSTRACT OF PA, INC.

By: _____

Name: _____

Title: _____

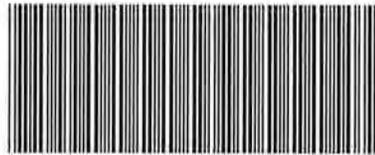
Signature Date: May __, 2020

EXHIBIT “A”

Copy of Declaration



DEED BK 6091 PG 02324 to 02360.1
 INSTRUMENT # : 2018034605
 RECORDED DATE: 05/30/2018 01:25:19 PM



3866060-0006S

RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 38

Document Type: Deed Miscellaneous	Transaction #: 4023628 - 1 Doc (s)
Document Date: 05/29/2018	Document Page Count: 36
Reference Info:	Operator Id: msanabia

RETURN TO: (Pickup) HAMBURG RUBIN MULLIN MAXELL LUPIN P.O. BOX 1479 375 MORRIS ROAD LANSDALE, PA 19446	PAID BY: HAMBURG RUBIN MULLIN MAXELL LUPIN
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*** PROPERTY DATA:**
 Parcel ID #: 61-00-01579-00-7
 Address: 1021 -1023 EGYPT RD
 PA
 Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee:Deed Miscellaneous	\$73.75
Additional Pages Fee	\$64.00
Oversized Exhibit Plans - 11x17 to 24x36	\$25.00
Total:	\$162.75

DEED BK 6091 PG 02324 to 02360.1
 Recorded Date: 05/30/2018 01:25:19 PM
 I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg

Jeanne Sorg
Recorder of Deeds

Rev1a 2016-01-29

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NOTE: If document data differs from cover sheet, document data always supersedes.
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Prepared by:
Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin

RECORDER OF DEEDS
MONTGOMERY COUNTY

2010 MAY 30 P 1:18

Return to:
Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
375 Morris Road, P. O. Box 1479
Lansdale, PA 19446-0773
215-661-0400

Parcel No. 61-00-01579-00-7

**DECLARATION
OF
1021-1023 EGYPT ROAD CONDOMINIUM**

TABLE OF CONTENTS

ARTICLE I	PROPERTY: DEFINED TERMS.....	1
Section 1.1	Purpose: Submission of Property.....	1
Section 1.2	Easements and Licenses.....	1
Section 1.3	Defined Terms.....	1
ARTICLE II	ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES.....	3
Section 2.1	Plans; Units; Percentage Interests.....	3
Section 2.2	Unit Boundaries.....	3
Section 2.3	Appurtenances.....	4
ARTICLE III	DESCRIPTION OF COMMON ELEMENTS; RESERVATION OF EASEMENTS.....	4
Section 3.1	Common Elements.....	4
Section 3.2	Limited Common Elements.....	5
Section 3.3	Easements.....	5
Section 3.4	6
ARTICLE IV	USE RESTRICTIONS.....	7
Section 4.1	Use and Occupancy of Units.....	7
Section 4.2	7
Section 4.3	7
Section 4.4	7
Section 4.5	Leasing of Units.....	7
Section 4.6	Signage.....	8
Section 4.7	Review of Proposed Construction.....	8
Section 4.8	Sale of Units.....	10
ARTICLE V	BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENTS.....	10
Section 5.1	Monthly Payments.....	10
Section 5.2	Subordination of Certain Charges.....	11
Section 5.3	Surplus.....	11
Section 5.4	Reserve Fund.....	11
Section 5.5	Special Assessments.....	11
Section 5.6	Failure to Fix New Assessments.....	11

Section 5.7	No Exemption by Waiver.....	11
Section 5.8	Personal Liability of Unit Owners	11
Section 5.9	Acceleration.....	12
Section 5.10	Unpaid Assessments Upon Execution Sale Against a Unit	12
Section 5.11	Liability of Purchaser of Unit for Unpaid Assessments	13
Section 5.12	Fees and Expenses.....	13
Section 5.13	Utility Charges	13
ARTICLE VI INSURANCE.....		13
Section 6.1	Liability Insurance to be Carried by Association	13
Section 6.2	Casualty Insurance to be Carried by Association	14
Section 6.3	Required Provisions.....	14
Section 6.4	Workers Compensation.....	15
Section 6.5	Officers and Directors Insurance.....	15
Section 6.6	Other Insurance.....	15
Section 6.7	Unit Owner's Insurance.....	15
Section 6.8	Release of Claims.....	16
Section 6.9	Insurance Claims.....	16
Section 6.10	Fidelity Insurance	16
Section 6.11	Release of Claims.....	17
ARTICLE VII MAINTENANCE RESPONSIBILITIES		17
Section 7.1	Association Responsibilities	17
Section 7.2	Unit Owners' Responsibilities.....	17
Section 7.4	Delegation	18
ARTICLE VIII EXECUTIVE BOARD OF THE ASSOCIATION		18
Section 8.1	Powers of the Executive Board	18
Section 8.2	Disputes.....	18
Section 8.3	Abating and Enjoining Violations by Unit Owners	19
ARTICLE IX LIMITATION OF LIABILITY		19
Section 9.1	Limited Liability of the Executive Board	19
Section 9.2	Indemnification	20
Section 9.3	Defense of Claims.....	20
Section 9.4	Personal Injury or Property Damage Sustained Within a Unit.....	20

ARTICLE X MORTGAGES; RIGHTS OF PERMITTED MORTGAGES	21
Section 10.1 Permitted Mortgages	21
Section 10.2 Reports and Notices	21
ARTICLE XI UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN	22
Section 11.1 Applicability of Condominium Documents.....	22
Section 11.2 Eminent Domain.....	23
Section 11.3 Taxes.....	23
Section 11.4 Termination	23
Section 11.5 Nonresidential Condominium	23
Section 11.6 Delegation of Unit Owner’s Rights and Responsibilities	23
Section 11.7 Mediation and Arbitration	23
ARTICLE XII AMENDMENT OF DECLARATION	25
Section 12.1 Amendment Generally	25
Section 12.2 Rights of Secured Lenders	25
Section 12.3 Rights of Declarant	25
ARTICLE XIII DECLARANT'S RIGHTS.....	26
Section 13.1 Control.....	26
ARTICLE XIV INTERPRETATION	26
ARTICLE XV SEVERABILITY	26
ARTICLE XVI EFFECTIVE DATE	27

DECLARATION

1021-1023 EGYPT ROAD CONDOMINIUM

THIS DECLARATION is made on this 29th day of May, 2018 by **MALVERN SCHOOL PROPERTIES OAKS, LP**, a Pennsylvania limited partnership (hereinafter referred to as “Declarant”).

WITNESSETH:

ARTICLE I PROPERTY: DEFINED TERMS

Section 1.1 Purpose: Submission of Property: This Declaration is made pursuant to the provisions of the Pennsylvania Uniform Condominium Act, the Act of July 2, 1980, P.L. 286, No. 82, as amended, Title 68, Pa. C.S.A. § 3101 et seq. (the “Act”), for the purpose of submitting to the provisions of the said Act, the real estate more particularly described in Exhibit “A” attached hereto and made a part hereof and in the Plan prepared by MD Site Consultants, Inc. dated May 21, 2018 (the “Property”). Declarant hereby creates with respect to the real estate a Condominium to be known as the “1021-1023 Egypt Road Condominium” (the “Condominium”).

Section 1.2 Easements and Licenses: The real estate is submitted under and subject to the easements and other encumbrances of record, to the extent that such matters continue to affect real estate, as listed on Exhibit “B,” attached hereto and made a part hereof.

Section 1.3 Defined Terms: Capitalized terms not otherwise defined herein or in the Plans shall have the meanings specified or used in the Act.

1.3.1 The following terms used or defined in general terms in the Act shall have the specific meaning herein as follows:

A. “Assessments” means a Unit’s share of anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year, collected on a monthly basis.

B. “Association” means the non-profit corporation consisting of all Unit Owners known as “1021-1023 Egypt Road Condominium Association.”

C. “Bylaws” means the document having that name and providing for the governance of the Association, pursuant to § 3306 of the Act, as such document may be amended from time to time.

D. “Common Elements” means all portions of the Property other than the Units.

E. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association relating to the Association or in connection with the operation, maintenance, repair or replacement of any Common Element, together with any allocation to reserves, and all costs and expenses relating to services provided to Unit Owners by the Association or by contractors hired by the Association.

F. "Condominium Documents" include this Declaration, Plans, Bylaws and Rules and Regulations.

G. "Declaration" means this document, as the same may be amended from time to time.

H. "Executive Board" means the governing body of the Association, as initially constituted on the date this Declaration is recorded, and as elected from time to time in accordance with the Bylaws.

I. "Managing Agent" shall mean a person or legal entity engaged by the Executive Board to assist in the operation, maintenance and management of the Property, including the collection and disbursement of Assessments.

J. "Percentage Interest" means the Unit Owner's undivided ownership interest in the Common Elements and share of Common Expense liability appurtenant to such Unit, as set forth in Exhibit "C" attached hereto, as the same may be amended from time to time.

K. "Permitted Mortgage" means a mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit unit, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other mortgagee approved by two or more members of the Executive Board.

L. "Permitted Mortgagee" means the holder of a Permitted Mortgage.

M. "Plans" means the visual depiction of the Condominium, with Units, Common Elements and Limited Common Elements noted thereon, which document complies with requirements of § 3210 of the Act and is attached hereto as Exhibit "D," as amended from time to time.

N. "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

O. "Special Assessment" means a Unit's individual share of any Assessment made by the Executive Board in addition to the Assessment.

P. "Township" means Upper Providence Township, Montgomery County, a municipal corporation of the Commonwealth of Pennsylvania.

Q. "Unit" shall mean those portions of the Property described in Article II hereof and identified on the Plans as Units.

R. "Unit Owner" means the person or persons whose estate or interest, individually or collectively, aggregate fee simple ownership of a Unit and a percentage interest in the Common Elements appurtenant thereto. In case of joint ownership of a Unit, the term "Unit Owner" shall refer to all such joint owners collectively, and the obligations of a Unit Owner hereunder or under the Act shall, with respect to such Unit, be joint and several among such joint owners. The Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

ARTICLE II ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1 Plans; Units; Percentage Interests: The Condominium shall consist of three (3) Units. Declarant reserves the right as set forth in Section 11.2 below to subdivide the Units into additional Units, Common Elements and Limited Common Elements. The three (3) Units shall have a Percentage Interest in the Common Elements to the extent listed on Exhibit "C" attached hereto and made a part hereof. The Percentage Interest shall determine the share of Assessment appurtenant to each Unit and the allocation of votes to each Unit. The allocation of the Percentage Interest to any additional Units created by subdivision of the initial Units into additional Units shall be set forth in the amendments to be subsequently filed to this Declaration upon the creation of any additional Units.

Section 2.2 Unit Boundaries: Title lines of each Unit are situated as shown on the Plans as follows:

2.2.1 Vertical boundaries: The vertical boundaries of each Unit shall be the title lines as shown on the Plans.

A. Unit 1 shall consist of the two-story daycare center building constructed within the Unit, bounded by the exterior walls of the building as shown on the Plans and shall comprise a footprint area of 4,050 square feet and a total building floor area of 8,728 square feet.

B. Unit 2 consists of the one-story commercial office building constructed within the Unit, bounded by the exterior walls of the building as shown on the Plans and shall comprise a total of 10,500 square feet.

C. Unit 3 shall consist of the two and one-half story building constructed within the Unit, bounded by the exterior walls of the building as shown on the Plans, comprising a footprint area of 1,343 square feet and a total building floor area of 2,500 square feet.

2.2.2 Horizontal boundaries:

A. Lower boundary: The lower boundary of each Unit shall consist of the horizontal plane seven feet (7') below the surface elevation of the ground surface of the foundation floor and such portions of the soil beneath the ground surface as used for the structural support of the building comprising part of the Unit.

B. Upper boundary: Upper boundary for Units shall be defined by a plane sixty feet (60') above, and parallel to, the plane of the ground surface.

Section 2.3 Appurtenances: Each Unit shall also include all portions of utility lines including, but not limited to, water, sewer, gas, electricity, together with circuits, transformers, conduits and related equipment serving exclusively such Unit and located within the title lines of such Unit.

ARTICLE III DESCRIPTION OF COMMON ELEMENTS; RESERVATION OF EASEMENTS

Section 3.1 Common Elements: The Common Elements shall include all portions of the Property as so designated on the Plans, except those portions constituting the Units and the Limited Common Elements, which include, without limitation, the following:

3.1.1 Underground stormwater retention pipes, discharge culvert and appurtenant stormwater pipes, inlets and other facilities;

3.1.2 The common access driveway extending from Egypt Road through the center of the Property;

3.1.3 Any portion of the parking area not designated for the specific use of a Unit under Section 3.2 below and parking lot lighting within such parking areas.

3.1.4 Landscaping around the perimeter of the Property surrounding the Units, and within the parking areas;

3.1.5 Sidewalks adjacent to Unit buildings and parking areas.

3.1.6 All air space beyond the upper boundary of the Unit as defined in Section 2.2 above and all soil and other elements below the surface of the ground.

3.1.7 All portions of systems for water, sewer, storm water, gas, electricity and other utilities, including, without limitation, all water mains, gas mains, pipelines, cables, wiring, circuits, transformers, conduits and related equipment serving all Units located within the Property.

Section 3.2 Limited Common Elements: The Limited Common Elements shall include the following:

3.2.1 The Limited Common Elements which shall be appurtenant to the Units benefited thereby shall include all portions of any systems for water, sewer, gas, electricity and other utilities, including, without limitation, any sewer lines, water lines, pipelines, gas mains, cables, wiring, circuits, transformers, conduits and related equipment which service only one of the Units but not located within the title lines of that Unit.

3.2.2 The parking area located to the front of Unit 1 comprising twenty-two (22) spaces along with the driveway extending from the common access driveway around the front of Unit 1 and through the parking area serving Unit 1. The fourteen (14) parking spaces located along the common entrance driveway along the west side of Unit 1 shall also comprise Limited Common Elements for the benefit of Unit 1.

3.2.3 The fenced-in area to the rear and to the side of the building comprising Unit 1 as shown on the Plans is hereby assigned for the use and benefit of Unit 1.

3.2.4 The parking areas and drive areas located to the west of the common entrance driveway shall comprise Limited Common Elements for the benefit of Units 2 and 3.

3.2.5 The area shown on the Plans designated for a dumpster shall comprise a Limited Common Element for the benefit of Unit 2.

3.2.6 Signs servicing the respective Units.

Section 3.3 Easements: The Units, Common Elements and Limited Common Elements shall be, and are hereby made, subject to easements which Declarant hereby reserves in favor of the Declarant, Unit Owners and their respective tenants and invitees and appropriate utility and service companies and governmental agencies or authorities as follows:

3.3.1 An easement to install, lay, maintain, repair, relocate and replace gas lines, storm water pipes, inlets and conduits, water mains and pipes, sanitary sewer lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on Units and Common Elements. Any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or shall be located so as not to materially interfere with the use or occupancy of the Unit by its occupants.

3.3.2 An easement in favor of the Declarant, its successors and assigns and in favor of Association and its Managing Agent and their respective employees and independent contractors for access to the Units and the Limited Common Elements for an inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible; inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or

accessible from such Units or the Limited Common Elements or both; and correction of emergency conditions in one or more Units, the Limited Common Elements or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

3.3.3. An easement over, through and across each Unit and Common Elements in favor of Declarant and its successors and assigns for all purposes relating to the construction and development of improvements on the Property or adjoining parcels and/or public improvements, generally including, without limitation, the movement and storage of building materials and equipment, the extension of any existing utility lines, the parking of motor vehicles, the erection and maintenance of directional signs and vehicular and pedestrian ingress and egress.

3.3.4 Easements for structural support (i) in favor of each Unit and all buildings and improvements constructed therein, over the Common Elements and (ii) in favor of the Common Elements over each Unit.

3.3.5. In the event that the construction, reconstruction, repair, replacement, shifting, settling or movement of all or any portion of a Unit (in any building or improvement constructed within such Unit), Common Element or Limited Common Element results in any encroachment by such Unit, Common Element or Limited Common Element on any other Unit, Common Element or Limited Common Element, an easement for such encroachment and its maintenance (i) in favor of such encroaching Unit over such Common Element or Limited Common Element; (ii) in favor of such encroaching Common Element over such Unit or Limited Common Element; and (iii) in favor of such encroaching Limited Common Element over such Unit or Common Element.

3.3.6. Declarant hereby reserves for itself and its successors and assigns an easement in the ownership of any Unit and the respective tenants, employees, agents, licensees and invitees for the purposes of installing, maintaining and replacing any connections to, or any extensions of, any utility lines or storm water lines, provided, however, that the installation of such connection or extension to the utility line shall not materially interfere with the use or occupancy of the Units in which such work is performed and that any portion of a Unit disturbed through the exercise of such easement right by an adjoining Unit Owner shall be restored to its condition prior to the work of installing, maintaining or repairing such utility lines or storm water line extension or connection.

Section 3.4 All easements and rights described and mentioned herein are easements appurtenant, running with the land, the Units and the Common Elements and shall be in full force and effect for the life of this Declaration, as amended, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, the Executive Board and any Unit Owner, purchaser, mortgagee, lessee or other person having an interest in the land or any Units, Common Elements or portions thereof.

ARTICLE IV USE RESTRICTIONS

Section 4.1 Use and Occupancy of Units: The occupancy and use of the Units shall be subject to the following restrictions:

4.1.1 No use or practice shall be permitted in any Unit or any other place on the Property which is disruptive to the other occupants of the Property or interferes with the peaceful possession and proper use of the Property by such other occupants or will materially increase the rate of insurance on the Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.

A. During such period of time as a daycare facility is operating in Unit 1, no other daycare facility may operate in Units 2 and 3.

B. During such period of time as a daycare facility is operating in Unit 1, no adult store, massage parlors or establishment permitting the sale of alcohol, cigarettes or guns may operate in Units 2 and 3.

C. There shall be no obstruction or interference with the use of the Common Elements.

D. The Common Elements and the exterior of the Units shall be kept free and clear of rubbish, debris and other unsightly materials.

Section 4.2 During such time as Declarant shall own any Unit in the Condominium, no Owner of a Unit may materially modify the exterior appearance of any building on such Owner's Units without the express written approval of the Declarant. Further, the design and aesthetics of all signs placed upon the exterior of any building on any Units shall be subject to the prior written approval of the Declarant.

Section 4.3 Expenses in respect to the allocation, maintenance, repair or replacement of any Limited Common Element shall be allocated to the Unit(s) to which such Limited Common Element is appurtenant.

Section 4.4 Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then-current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereof.

Section 4.5 Leasing of Units: Except as expressly provided in this section, there shall be no restrictions on the leasing of Units. Each lease shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provision of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association, and that any failure by the tenant or subtenant to comply with the terms of such documents shall be an event of default under the

lease. The rights of any tenant or subtenant of any Unit shall be subject to, and each tenant or subtenant shall be bound by, the easements, covenants, conditions and restrictions contained in the Condominium Documents and the lease or sublease shall provide that any failure to comply with the terms of the Act or the Condominium Documents shall be a breach of or an event of default under such lease or sublease. Any purported lease or sublease of all or any portion of any Unit in violation of this Section 4.5 shall be voidable by a majority of the Executive Board. The Unit Owner shall provide the Executive Board and the Managing Agent (if any) with the name of the tenant and such other information as the Executive Board and the Managing Agent may reasonably require within ten (10) days after leasing its Unit. The Association shall be a third party beneficiary of such covenants in any lease and shall have the right to enforce them.

Section 4.6 Signage: The design and aesthetics of all signs placed upon the exterior of the Building shall be subject to the prior written approval of the Executive Board, which approval shall not be unreasonably withheld or delayed. All signage shall comply with all applicable municipal requirements.

Section 4.7 Review of Proposed Construction: No modification to any Unit that affects the exterior or structural integrity of a Building or a substantial modification of any mechanical system in a Building shall be made until the plans and specifications showing the nature, kind, shape, height, materials and location of any such construction have been submitted to and approved in writing by the Executive Board. The Unit Owner shall obtain approval by the Executive Board prior to filing an application with the municipality for a building permit. The Executive Board shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby at the location indicated will not be detrimental to the appearance of a Building or detrimental to the structural integrity of a Building or any mechanical system. The Executive Board may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon agreement by the Unit Owner submitting the same to grant appropriate easements to the Association or to assume any additional costs of maintenance. The Executive Board may require submission of additional plans and specifications or other information prior to approving or disapproving materials submitted. The Executive Board may also issue rules or guidelines setting forth procedures for the submission of plans for approval, including requiring a fee payable to the Association to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions. The Executive Board may require such detail and plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, elevation drawings and descriptions or samples of materials and color. Until received by the Executive Board of any required plans and specifications, the Executive Board may postpone review of any plan submitted for approval. Thereafter, the Executive Board shall communicate its response to the submitting Unit Owner within forty-five (45) days after receipt of all information required by the Executive Board. Lack of timely response shall be deemed an approval of the request as made.

4.7.1 Waiver. The approval of the Executive Board to any proposals or plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and

specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

4.7.2 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows (in addition to any municipal requirements):

A. Upon completion of any work for which approved plans are required under this Section, the Unit Owner shall give written notice of completion to the Executive Board.

B. Within thirty (30) days thereafter, the Executive Board or its duly authorized representative may inspect such work. If the Executive Board finds that such work was not done in substantial compliance with the approved plans, it shall notify the Unit Owner in writing of such non-compliance within ten (10) days after such inspection, specifying the particulars of non-compliance and shall require the Unit Owner to remedy the same.

C. If upon the expiration of thirty (30) days from the date of such notification, the Unit Owner shall have failed to remedy such non-compliance, Executive Board, at its option, may either remove the non-complying work or remedy the non-compliance, and the Unit Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith.

4.7.3 Non-Liability of Executive Board. Neither the Executive Board nor any member thereof, nor its duly authorized representative shall be liable to the Association, or to any Unit Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Executive Board's duties hereunder, unless due to the willful misconduct or bad faith of the Executive Board or any such member or representative. The Executive Board shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Building generally. The Executive Board shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of conformance with specific building or other codes.

4.7.4 Reasonable Accommodations; Governmental Requirements. Whenever the Executive Board determines that pursuant to applicable law any structure is required as a reasonable accommodation under applicable law (or whenever a final determination of any governmental authority having jurisdiction to such effect shall have been made and shall not be subject to appeal or further appeal), the Executive Board shall approve the construction thereof subject to such reasonable rules and regulations as the Executive Board shall impose, which may include, without limitation, (i) a requirement that the person seeking such accommodation furnish to the Executive Board reasonable evidence to substantiate the basis for the reasonable accommodation requested (except in instances in which the need for such reasonable accommodation has been determined by a final governmental determination); (ii) a requirement that such reasonable accommodation shall remain in effect only so long as the individual whose condition gave rise to the reasonable accommodation remains employed within the property in

question and continues to experience the condition which gave rise to the reasonable accommodation, and that thereafter all improvements constructed pursuant to the reasonable accommodation be removed by and at the expense of the Unit Owner of the Unit upon which or at whose request such improvements were constructed; (iii) a requirement that the Unit Owner in question furnish annually to the Executive Board reasonable evidence as to the matters set forth in (ii) above; and (iv) all reasonable accommodations shall be subject to all of the requirements of this Declaration, the Rules and Regulations, to the end and effect that the Executive Board shall have the fullest authority permitted by law to approve plans and specifications, design, materials and appearance of the improvement in question.

Section 4.8 Sale of Units:

4.8.1 During such period of time as the Declarant owns any Unit, each Unit Owner shall have the right to sell its Unit at any time; provided, that if any Unit Owner receives one or more bona fide offers from third parties to purchase its Unit, then such Unit Owner shall notify the Declarant, in writing, giving the name and address of the offeror, and the price, terms and conditions of such offer, and the Declarant or its nominee shall have the right to elect to purchase the Unit for the consideration and on the same terms and conditions contained in the bona fide offer. The Declarant shall have sixty (60) days from and after the receipt of such notice from the selling Unit Owner, together with a complete copy of such bona fide offer (including any other offers or agreements that are contingent upon the acceptance of said bona fide offer), in which to elect to purchase the Unit. If the Declarant does not elect to purchase the offered Unit within the foregoing time period, the selling Unit Owner shall be free to sell the Unit to the third party identified in such bona fide offer free and clear of this right of first refusal, but only to the third party identified in, and on the same terms and conditions as stated in, the bona fide offer as presented to the Declarant. If the Unit is not sold to the third party submitting the bona fide offer, the right of first refusal procedure established hereby shall be reinstated. Notwithstanding any provision to the contrary contained herein, any sale, conveyance or other transfer (including, without limitation, mortgage and leases to the extent permissible) shall be subject to the Act, the Condominium Documents and the provisions of the deed to the Unit.

4.8.2 The right of first refusal granted by this section shall not apply to the sale of Units by the Declarant or foreclosure or other judicial sale of Units or conveyance by deed in lieu of foreclosure, and any subsequent sale by a mortgagee or an affiliate of a mortgagee (provided, however, that persons acquiring the Unit from such mortgagee or affiliate shall thereafter be subject to the right of first refusal herein).

4.8.3 Any purported sale of a Unit in violation of this section shall be voidable at the election of the Association.

**ARTICLE V BUDGETS; COMMON EXPENSES; ASSESSMENTS AND
ENFORCEMENTS**

Section 5.1 Monthly Payments: All Assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in

advance on the first day of each month. The Common Expense liability of each Unit shall be assessed in accordance with each Unit's Percentage Interest.

Section 5.2 Subordination of Certain Charges: Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 3302(a) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 5.3 Surplus: Any amounts accumulated from Assessments for Common Expenses in excess of the amount required for actual Common Expenses may be reserved for future capital expenses at the direction of the Executive Board.

Section 5.4 Reserve Fund: The Association shall establish an adequate reserve fund for maintenance, repair and replacement of the Common Elements. The reserve fund shall be funded by monthly payments as a part of Common Expenses.

Section 5.5 Special Assessments: If the annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's Assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may, at any time, levy a further Assessment, which shall be assessed to the Unit Owners in accordance to each Unit Owner's Percentage Interest in the Common Elements. Such further Assessment shall be payable in such monthly installments as the Executive Board may determine. The Executive Board shall serve notice of further Assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further Assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

If the act or omission of a Unit Owner, its agent, servant, workman or employee, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as a Special Assessment, as may be determined by the Executive Board, to the extent that such payment is not waived or released under the provisions of subparagraph 6.8 hereof.

Section 5.6 Failure to Fix New Assessments: If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended, and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, such new Assessment shall be treated as if it were a Special Assessment under Section 5.5 hereof.

Section 5.7 No Exemption by Waiver: No Unit Owner may exempt itself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of its Unit or otherwise.

Section 5.8 Personal Liability of Unit Owners: In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or the Rules and Regulations of the

Association by any Unit Owner (either by its own conduct or by the conduct of any other occupant of its Units), the Association, or its successors or assigns, or the Executive Board, or any Unit Owner directly affected by such violation, shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, the Bylaws or said Rules and Regulations, or which may be available at law or in equity, and may prosecute an action or any other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, the appointment of a receiver for the Unit of such Unit Owner, for damages, for injunction or specific performance, or for any other relief. All expenses of the Executive Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of fifteen percent (15%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed a part of its respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of its respective share of the Common Expenses, upon the Unit and the Percentage Interest in the Common Elements of such defaulting Unit Owner and upon all its additions and improvements thereto and upon all of its personal property in its Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Executive Board and Managing Agent, if so authorized by the Executive Board, shall have the authority to correct such default and do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against the Unit owned by such defaulting Unit Owner. Any and all rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise.

5.8.1 In the event that any Unit Owner of a leased Unit shall fail to pay any Assessment or Special Assessment for thirty (30) days after the same is due, the Executive Board shall so notify the lessee(s) of such Unit in writing of the amount due, and all rental payments accruing thereafter shall be paid by such lessee(s) to the Executive Board up to the amount shown to be due from the Unit Owner in the Executive Board's notice. Each Unit Owner shall include a provision to such effect in any lease of its Unit. All amounts so paid by the lessee(s) shall be credited against and shall offset the corresponding rental installment(s) due to the Unit Owner, and under no circumstances will any lessee be obligated to pay to the Executive Board an amount for unpaid Assessments during such month which is in excess of the rental payments due from the lessee for such month.

Section 5.9 Acceleration: If a Unit Owner is in default of a monthly payment of the aforesaid charges or Assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other monthly payments of charges and Assessments due for the following twelve (12) months.

Section 5.10 Unpaid Assessments Upon Execution Sale Against a Unit: Any unpaid Assessments shall continue to be a lien against such Unit which may be enforced in the manner set forth in Section 3315 of the Act; provided, that in the event of a foreclosure of a first lien mortgage on such Unit, the lien shall be extinguished upon the transfer of title to such Unit by foreclosure, sale or deed or assignment in lieu of foreclosure, except as otherwise provided under Section 3315 of the Act.

Section 5.11 Liability of Purchaser of Unit for Unpaid Assessments: Notwithstanding the provisions of Section 5.10 hereof, (but subject to the provisions of § 3407(c) of the Act), upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid Assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid Assessments which such grantee may have paid, and until any such Assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in § 3315 of the Act. Any unpaid Assessments which cannot be promptly collected from a former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners including, by way of illustration and not limitation, a purchaser who acquired title at a sheriff sale, and such purchaser, successors and assigns to the extent Assessments are given priority in accordance with the Act; otherwise, no Permitted Mortgagee or purchaser through a Permitted Mortgagee shall be liable for the collection of unpaid Assessments.

Section 5.12 Fees and Expenses. All expenses of the Executive Board in connection with any actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, asserted by the Association in collecting Assessments, Special Assessments or Limited Common Assessments shall be added to and deemed a Limited Common Assessment and the Association shall have a lien for all of the same, upon the defaulting Unit. Any and all rights and remedies shall be exercised any time and from time to time, cumulatively or otherwise. The Association shall have the right to exercise any and all rights and remedies at any time and from time to time, cumulatively or otherwise.

Section 5.13 Utility Charges. All utilities provided to any Units shall be separately metered and will be billed directly to Unit Owners and will be each Unit Owner's sole obligation to pay.

ARTICLE VI INSURANCE

Section 6.1 Liability Insurance to be Carried by Association: Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain comprehensive general liability insurance complying with requirements of Section 6.3 hereof, insuring the Unit Owners (in their capacity as Owners of the Common Elements and as Association members), their Permitted Mortgagees, the Association, including the officers and directors of the Association, and any Managing Agent against (i) any liability to the public or to other Unit Owners or tenants of a Unit, their respective tenants, employees, agents, licensees or invitees relating in any way to the ownership, operation, maintenance or use of the Common Elements. Such insurance policy shall contain a "Severability of Interest Endorsement" or equivalent coverage which precludes the insurer from denying the claim of the Unit Owner because of the negligent acts of the Association or any other Unit Owner. Limit of liability shall be at least Three Million Dollars (\$3,000,000.00) for each person and Three Million Dollars (\$3,000,000.00) for each occurrence with respect to bodily injury, covering all claims for death and personal injury (including medical payments), and One Million Dollars (\$1,000,000.00) with respect to property damage arising out of a single occurrence. The scope and amount of

coverage of all liability insurance policies shall be reviewed annually by the Executive Board and may be changed in its discretion, provided that such policies shall continue to comply with the requirements of this Section 6.1 and Section 6.3 hereof.

Section 6.2 Casualty Insurance to be Carried by Association: Commencing not later than the time of the first conveyance of a Unit to a party other than the Declarant, the Association shall maintain, to the extent reasonably available, "all risk" insurance against direct physical loss by damage to or destruction of the Common Elements in an amount equal to the full insurable replacement value thereof, without deduction for depreciation, and with a deductible provision in an amount to be determined by the Executive Board, but not to exceed Ten Thousand Dollars (\$10,000.00), payable on behalf of all Unit Owners and Permitted Mortgagees as their interests may appear. Such insurance policy shall include a separate loss payable endorsement modified to make the loss payable provisions in favor of such Permitted Mortgagees subject and subordinate to the loss payable provisions in favor of the Executive Board.

6.2.1 In the event of damage to or destruction of any part of the Common Elements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the Common Elements or Limited Common Elements damaged or destroyed, the Association may make a Special Assessment to cover the additional costs of repair or replacement.

Section 6.3 Required Provisions: Insurance policies obtained by the Association shall be in accordance with the following provisions:

6.3.1 Each Unit Owner and Permitted Mortgagee shall be an insured party under the comprehensive general liability policies with respect to the liability arising out of such Unit Owner's ownership of an undivided interest in the Common Elements or membership in the Association.

6.3.2 All policies shall be written with a nationally recognized, reputable company licensed to do business in the Commonwealth of Pennsylvania.

6.3.3 Such policies shall contain an endorsement waiving all rights of subrogation against the Association, any Managing Agent, the Unit Owners and tenants of a Unit and their respective tenants, subtenants, employees, agents, licensees and invitees.

6.3.4 Such policies shall not be canceled, invalidated or suspended by means of any act or omission of any one or more Unit Owners, or defenses based upon coinsurance or acts or omissions of the insured being waived by the insurer, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to the Association and each Permitted Mortgagee.

6.3.5 Such policies shall not be cancelled, invalidated or suspended on account of the conduct of any officer, agent or employee or the Association or any Managing Agent, without a prior demand in writing that the Association, or any Managing Agent, as the case may be, cure

the defect, and without providing a reasonable period of time thereafter in which to cure such defect.

6.3.6 The name of the insured under each policy required hereunder shall be stated similarly to the following: "1021-1023 Egypt Road Condominium Association for the use and benefit of the individual Unit Owners of the Units contained in 1021-1023 Egypt Road Condominium."

6.3.7 Coverage may not be prejudiced by (i) any act or failure to act of one (1) or more Unit Owners when such act or failure to act is not within the control of the Association; or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

Section 6.4 Workers Compensation: The Association shall maintain workers compensation and employer's liability insurance to the extent required by law, covering persons employed by the Association.

Section 6.5 Officers and Directors Insurance: The Association shall maintain Executive Board member and officers' liability insurance to satisfy the indemnification requirement in Section 9.2 below.

Section 6.6 Other Insurance: Generally, the Association shall maintain such other insurance as the Executive Board may, in the exercise of reasonable business judgment, determine to be necessary.

Section 6.7 Unit Owner's Insurance: Each Unit Owner shall obtain and maintain the following insurance covering its Unit to the extent that buildings and/or improvements are now or hereafter constructed thereon:

(i) "All risk" insurance including risks from time to time covered under a standard "extended coverage" policy and such other risks as are or shall be customarily insured against with respect to property that is similar to the building and improvements within a Unit, in an amount not less than one hundred percent (100%) of the full insurable value of the Unit. The term "full insurance value" shall mean actual replacement value.

(ii) During the course of any reconstruction or alteration of any building and/or improvements on or in the Unit, builders' all risk insurance upon any work done or materials furnished under construction contracts, on a noncontributory and non-reporting form basis, and written and completed value form for one hundred percent (100%) of the insurable value of the contract in the names of the Unit Owner, the Association and the contractors as their interests may appear.

(iii) Comprehensive general liability insurance written by a nationally recognized, reputable company, licensed to do business in the Commonwealth of Pennsylvania, insuring the Unit Owner and the Association against any liability to the public or to the other Unit Owners, their respective tenants, employees, agents, licensees or invitees, relating in any way to the

ownership, operation, maintenance or use of the Unit. Limits of liability shall be at least Three Million Dollars (\$3,000,000.00) for each person and Three Million Dollars (\$3,000,000.00) for each occurrence with respect to bodily injury, covering all claims for debt and personal injury (including medical payments) and One Million Dollars (\$1,000,000.00) with respect to property damage arising out of a single occurrence. Any policy for such insurance shall not be canceled, invalidated or suspended for any reason without at least thirty (30) days' prior written notice to the insured Unit Owner and the Association.

(iv) Workers Compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done on, in or about the Unit with respect to which claims for debt or bodily injury could be asserted against the Unit, the Unit Owners or the Association.

6.7.1 Such policies shall provide that all losses otherwise payable hereunder shall be payable notwithstanding any act or neglect of any Unit Owner or the Association which might otherwise result in a forfeiture of such insurance, or the existence of other policies of insurance against the peril involved, whether correctable or not, and shall continue the waiver of all rights of subrogation against the other Unit Owner and the Association.

6.7.2 A copy of each insurance policy required by this Section 6.7 shall be filed with the Executive Board within thirty (30) days of the purchase of such insurance

Section 6.8 Release of Claims:

6.8.1 Each Unit Owner and the Executive Board hereby waives and releases any and all claims which it may have against any other Unit Owner, the Association, the Executive Board and members thereof, the Declarant and their respective employees and agents, for damage to the Common Elements, Limited Common Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any other act or omission of any such party to the extent that such damage is covered by insurance.

6.8.2 Any release or waiver referred to in subparagraph 6.8.1 above, shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

Section 6.9 Insurance Claims: If the Executive Board fails, within sixty (60) days of an insured loss, to initiate a claim for damages recoverable under the property insurance policy obtained pursuant to the Act, the holder of any Permitted Mortgage may maintain such a claim on behalf of the Executive Board.

Section 6.10 Fidelity Insurance: Unless the funds of the Association are handled by a professional manager, the Association shall maintain blanket fidelity insurance for all officers, directors, and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. Such fidelity insurance shall be purchased by, and

held in the name of the Association and shall be in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association at any given time during the term of the fidelity insurance, but in no event shall the aggregate amount of such fidelity insurance be less than a sum equal to three (3) months aggregate Assessments on the Unit plus reserve funds. All such fidelity insurance shall contain waivers by the issuers of such fidelity insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Premiums on all fidelity insurance required herein shall be paid by the Association as a Common Expense. The Managing Agent shall furnish fidelity insurance covering its officers, directors and employees and the premium on such fidelity insurance shall be paid by the Managing Agent. Fidelity insurance shall provide that they may not be canceled or substantially modified without at least thirty (30) days prior written notice to the Association and to each holder of a first mortgage on any Unit in the Condominium which is listed as scheduled holder of a first mortgage or servicer.

Section 6.11 Release of Claims: Each Unit Owner and the Executive Board hereby waives and releases any and all claims which it may have against any other Unit Owner, the Association, the Executive Board and members thereof, the Declarant and their respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any other act or omission of any such party to the extent that such damage is covered by insurance or would be covered had the parties maintained the required coverage.

A. Any release or waiver referred to in subparagraph 6.8 above, shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

ARTICLE VII MAINTENANCE RESPONSIBILITIES

Section 7.1 Association Responsibilities: The Association shall be responsible for maintenance of landscaping, including mowing, within the Common Elements and Limited Common Elements, and shall be responsible for maintenance of, including snow removal from, all paved areas within the Common Elements and Limited Common Elements.

Section 7.2 Unit Owners' Responsibilities: Each Unit Owner shall be responsible for the operation, maintenance, repair and replacement of any buildings and improvements constructed within its Unit. The materials used in such maintenance, repair or replacements by Unit Owners shall be of the same quality as were originally provided in such building and/or improvements, and the work shall be performed in a good and workmanlike manner. Each Unit Owner shall repair any portion of a building or improvement within its Unit. Each Unit Owner shall be responsible for trash removal from the Unit. Each Unit Owner shall be responsible for maintenance, repair and replacement of any utility lines servicing the Unit and, in the event any portion of the Common Elements or Limited Common Elements is disturbed in the course of such maintenance, repair or replacement, the Unit Owner shall be responsible for restoration of

the Limited Common Elements or Common Elements to its preexisting condition. In the event any Unit Owner shall fail to so maintain its Unit, the Association may undertake any necessary maintenance, repair or replacement and may authorize a Special Assessment against the Unit benefiting thereby.

A. The Association shall be responsible to maintain stormwater BMPs and related facilities. Outlets structures shall be checked and repaired if necessary. Sediment shall be removed from stormwater BMPs when it has accumulated to a depth of six inches (6"). Collected sediment shall be removed and trash along with sediment that is removed from any control devices shall be disposed of at an approved disposal area.

Section 7.3 Delegation: The responsibilities of the Unit Owners for maintenance of the Units as set forth in Section 7.1 above may be assigned by any Unit Owner to tenants who occupy a Unit pursuant to a written lease in accordance with Section 4.5 above.

ARTICLE VIII EXECUTIVE BOARD OF THE ASSOCIATION

Section 8.1 Powers of the Executive Board: In addition to the powers set forth in the Act, the Executive Board shall have the following additional powers:

A. To appoint committees of the Executive Board (which need consist of only one (1) Board Member) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Board, subject to the approval and control of the Board.

B. To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance and management of the Common Elements and Limited Common Elements, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

C. To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may, in the opinion of the Executive Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

Section 8.2 Disputes: In the event of any dispute or disagreement between any Unit Owners relating to the Property or any questions or interpretation or application of the provisions of this Declaration, the Plan, the Bylaws or the Rules and Regulations, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section 8.2. All costs of obtaining such a judgment shall be borne by the disputants or, in the absence of disputants, by the Association as a Common Expense.

Section 8.3 Abating and Enjoining Violations by Unit Owners: Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any provision contained herein or the breach of any provision of the Bylaws or the Act shall give the Executive Board the right, in addition to any other rights: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE IX LIMITATION OF LIABILITY

Section 9.1 Limited Liability of the Executive Board: The Executive Board, and its members in their capacity as members, officers and employees:

A. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust, sand or sewage which may leak or flow from any of its pipes, conduits, equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

B. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

C. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or its tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

E. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence;

F. Shall have no personal liability arising out of the use, misuse or condition of any building, which might in any other way be assessed against or imputed to the Executive Board

members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence;

G. Shall have no personal liability for monetary damages for any action taken, or failure to take any action, which might in any way be assessed against or imputed to the Executive Board members or officers of the Association as a result of or by virtue of the performance of their respective duties, except for acts or omissions constituting willful misconduct or gross negligence.

Section 9.2 Indemnification: Each member of the Executive Board, in the capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed in connection with any proceeding in which such member may become involved by reason of being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of such member's duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if then an Executive Board Member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe such member's conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 9.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 9.3 Defense of Claims: Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units, and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 9.4 Personal Injury or Property Damage Sustained Within a Unit: In the event any personal injury or property damage is sustained by any person while physically within a Unit which shall result in a claim or suit against the other Unit Owner, the Association or any of its Executive Board members, officers or staff, or the Managing Agent or its staff, the Owner of the Unit within which such injury or damage occurred (i) shall and does hereby agree to fully indemnify and hold harmless such other Unit Owners, the Association and its Executive Board members, officers or staff, and any Managing Agent and its staff, against whom such claim or suit is brought, and (ii) does hereby agree to defend, at such indemnifying Unit Owner's own cost and expense, any litigation resulting therefrom in which any such indemnified person has been

made a party; provided, that no such obligation shall exist with respect to any other Unit Owners or other person whose negligence or misconduct caused or contributed to the cause of any such injury or damage. In the event of joint ownership or co-ownership of any Unit within the Condominium, the liability of such Unit Owners shall be joint and several.

ARTICLE X MORTGAGES; RIGHTS OF PERMITTED MORTGAGES

Section 10.1 Permitted Mortgages: A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. The lien of any purported mortgage which does not comply with all the requirements of this Article X shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

Section 10.2 Reports and Notices: Upon the specific written request of a Permitted Mortgagee or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

A. Copies of budgets, notices of Assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

B. Any audited or unaudited financial statements of the Association which are prepared for the Association;

C. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

D. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

E. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$25,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$50,000.00);

F. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

G. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

H. The right to examine the books and records of the Executive Board at a reasonable time upon reasonable notice.

I. Notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder, but may request reimbursement for reasonable expenses in producing any documents requested.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XI UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1 Applicability of Condominium Documents: Each present and future Unit Owner, tenant, occupant and mortgagee of a Unit shall be subject to and comply with the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions as set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Permitted Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, tenant, subtenant, occupant or mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, lease or mortgage thereof.

Section 11.2 Eminent Domain: Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. The Association shall represent the Unit Owners in the condemnation proceedings or negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements, or part thereof, by the condemning authority. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association to be held in trust for Unit Owners and their first mortgage holders as their interest may appear.

Section 11.3 Taxes: The Declarant and each Unit Owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain separate real estate tax assessment of each Unit. If any taxes or assessments may, in the opinion of the Association, be a lien on more than one (1) Unit not under common ownership, or any part thereof, they may be paid by the Association, and each Unit Owner shall be obligated to pay or to reimburse the Association for, as the case may be, the taxes and assessments assessed by the taxing authority against such Owner's Unit and interest in the Common Area.

Section 11.4 Termination: Except in the case of a taking of all Units by eminent domain, the Condominium may be terminated only by agreement of Unit Owners of Units to which at least seventy five percent (75 %) of the votes in the Association are allocated, together with approval of Permitted Mortgagees of Units to which at least seventy five percent (75 %) of the votes in the Association are allocated.

Section 11.5 Nonresidential Condominium: All Units shall be restricted to nonresidential use. Every purchaser from the Declarant waives each and every provision of Chapter 34 of the Act and upon each sale by a Unit Owner other than the Declarant, the Unit Owner shall obtain the written agreement from such purchaser waiving the provisions of Chapter 34 of this Act.

Section 11.6 Delegation of Unit Owner's Rights and Responsibilities: Unit Owners shall have the right to delegate to a lessee whose leasehold interests exceeds a term of ten (10) years the rights and responsibilities of the Unit Owner pursuant to the terms of this Declaration. This delegation shall be in writing and the lessee shall expressly agree to be bound by the terms of the Declaration. The written delegation of rights shall be submitted to the secretary of the Executive Board. Nothing herein shall, however, be deemed to release a Unit Owner from liability for the payment of Assessments or the performance of any other obligation pursuant to this Declaration upon ten (10) days written notice from the Association that the lessee has failed to pay any Assessment or perform any obligation pursuant to this Declaration.

Section 11.7 Mediation and Arbitration: Any dispute between or among the Association, any Unit Owner, the Declarant, the Executive Board or any Executive Board member relating to this Declaration and the use or condition of the Property (other than disputes regarding claims by the Association against a Unit Owner for the collection of Common Expense Assessments) which cannot be resolved by a majority vote of the Executive Board or a majority vote of the Unit Owners, shall be subject to the following provisions:

11.7.1 Notice. Any person desiring resolution of the issue which cannot be resolved by vote of the Unit Owners or Executive Board shall notify the other Unit Owners in writing of the issue presented to the Executive Board or the Unit Owners generally. The other members of the Executive Board or Unit Owners shall set forth their respective positions to the disputed issue in written response seven (7) days after receipt of the notice from the initiating Unit Owner or Executive Board member.

11.7.2 Mediation. If the dispute cannot be resolved through direct communication of the parties, any party may request appointment of a neutral and properly credentialed mediator. Both parties shall participate in the mediation in good faith until the dispute is resolved for a period not to exceed thirty (30) days without the consent of all parties. The cost of mediation shall be divided equally among the parties.

11.7.3 Arbitration.

A. Method. If the dispute cannot be resolved through mediation, either party may request appointment of one or more neutral arbitrators. The initiating party shall give written notice of its decision to arbitrate by providing a specific statement setting forth the nature of the dispute, the amount involved and the remedy sought. If the parties cannot agree on a single arbitrator within fourteen (14) days of the date of the initial request, then each party shall by written notice within an additional ten (10) days appoint one arbitrator and the two appointed arbitrators shall within ten (10) days select the third arbitrator. Each arbitrator shall be properly credentialed with expert knowledge and practical experience regarding the subject in dispute. The parties shall have an equal and fair opportunity to present their respective positions to the arbitrators, orally or in writing, as the arbitrators may specify depending on the nature of the dispute. The arbitrators may require such testimony, materials and documentation as they may determine to be appropriate. The arbitrators shall provide a written resolution within thirty (30) days after conclusion of the presentations of the parties and receipt of requested materials and documents.

B. Costs. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and expenses including any attorney's fees, arbitrator's fees and out-of-pocket expenses of any kind. The term "prevailing party" shall mean the party whose position is most nearly upheld in arbitration. (For example, the prevailing party would be the party who is required to pay \$1,000 in the arbitration proceeding where such party had, prior to the commencement of the arbitration, offered \$500 by way of settlement and the opposing party, refusing such offer, had claimed entitlement to \$10,000.)

C. Binding Nature; Applicable Law. The consideration of the parties to be bound by arbitration is not only the waiver of access to determination by a court and/or jury, but also the waiver of any rights to appeal the arbitration finding other than for the reasons set forth in 42 Pa. C.S.A. §§ 7314 and 7315, as amended. A judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction. Unless otherwise provided in this Article, the terms of 42 Pa. C.S.A. § 7301 et seq., as amended, shall apply to the proceedings under this subsection.

D. Location. The alternative dispute resolution proceeding shall be held in Bucks County, Pennsylvania, unless otherwise mutually agreed by the parties.

E. Sole Remedy; Waiver of Judicial Rights. The Declarant, the Association, and each Unit Owner expressly consent to the procedures established in this Section as their sole and exclusive remedy, and expressly waive any right they may have to seek resolution of any dispute contemplated by this Section in any court of law or equity, and any right to trial by judge or jury; provided, however, that any party may pursue a judicial grant of injunctive relief. The provisions of this Section shall not reduce or delay the Association's rights to levy a late charge, collect interest or file and pursue a lien as provided in Article V with respect to any Assessment or other charges due from a Unit Owner hereunder. If a dispute involves the Declarant or the Association, no person shall file a memorandum of *lis pendens* or similar instrument that would encumber or create a lien upon the real estate owned either by the Declarant or the Association.

F. Disputes Requiring Emergency Relief. If a dispute requires immediate, emergency relief such as would be available through judicial injunctive relief, then either party to the dispute may seek relief as a temporary resolution pending the opportunity to conduct other procedures under this Section.

ARTICLE XII AMENDMENT OF DECLARATION

Section 12.1 Amendment Generally: This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration, but in no event shall any amendment be valid without the consent of at least fifty-one percent (51%) of all Unit Owners eligible to vote.

Section 12.2 Rights of Secured Lenders: Subject to the limitations imposed by § 3221 of the Act and except as otherwise set forth Section 11.4 above, no amendment of this Declaration may be made without the prior written approval of holders of first mortgages on Units to which at least fifty one percent (51 %) of the votes of the Units subject to a mortgage appertain, if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (1) abandoning, encumbering, selling or transferring the Common Elements; or (2) changing the Percentage Interests of any Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this section. If any Permitted Mortgagee fails to submit a written response to any written proposal for an amendment within forty-five (45) days after the Permitted Mortgagee receives a notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested, the proposed amendment shall be deemed approved by the Permitted Mortgagee.

Section 12.3 Rights of Declarant: No change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without prior written consent of the Declarant.

Section 12.4 Other Amendments: If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plans which is incorrect, defective or similarly inconsistent, the Executive Board may, at any time and from time to time, effect such amendment without the approval of the Unit Owners, or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgments by one or more officers of the Executive Board.

ARTICLE XIII DECLARANT'S RIGHTS

Section 13.1 Control: Until the sixtieth (60th) day after the conveyance of one (1) of the Units to Unit Owners other than the Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

13.1.1 Not later than sixty (60) days after the conveyance of one (1) of the Units to Unit Owners other than Declarant, one member of the Executive Board shall resign and shall be replaced by a Board member elected by the Unit Owners as provided in the Bylaws.

13.1.2 Not later than the earlier of (i) five (5) years after the date of recording of this Declaration or (ii) one hundred eighty (180) days after all of the Units have been conveyed to Unit Owners other than the Declarant, all members of the Executive Board shall resign, and the Unit Owners shall elect a new, three-member Executive Board.

ARTICLE XIV INTERPRETATION

The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration and the table of contents are intended solely for the convenience of the readers of this Declaration.

ARTICLE XV SEVERABILITY

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the condominium project which this Declaration is intended to create.

ARTICLE XVI EFFECTIVE DATE

This Declaration shall become effective when it and the Plan have been recorded.

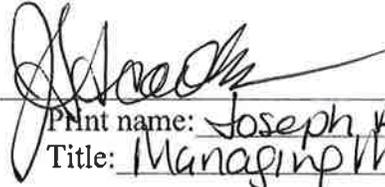
IN WITNESS WHEREOF, Declarant, intending to be legally bound hereby has duly executed this Declaration, the day and year first above written.

MALVERN SCHOOL PROPERTIES OAKS, LP
a Pennsylvania Limited Partnership
By: Malvern School Properties Oaks GP LLC,
General Partner

Witness:

Marnie Rhen

By:



Print name: Joseph A. Scardone

Title: Managing Member

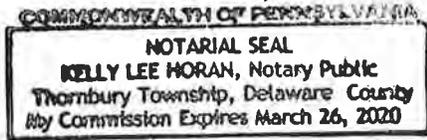
COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF MONTGOMERY

On the 29th day of May A.D., 2018, before me, the undersigned officer, personally appeared Joseph A. Scardone who acknowledged himself/herself to be the managing member of MALVERN SCHOOL PROPERTIES OAKS GP LLC, a Pennsylvania limited liability company ("Company" and General Partner of MALVERN SCHOOL PROPERTIES OAKS LP, a Pennsylvania limited partnership, and that he/she as such managing member being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as managing member

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



Kelly Lee Horan
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT or parcel of land situate in the Township of Upper Providence, County of Montgomery, Commonwealth of Pennsylvania, as shown on a plan titled Record Plan, prepared for Egypt Road Partners, LLC, prepared by Robert E. Blue Consulting Engineers P.C., Blue Bell, Pa, dated September 25, 2007, last revised June 12, 2008 bounded and described as follows, to wit;

BEGINNING at a point (POB), said point being an iron pin on the Southerly Ultimate Right-Of-Way of Egypt Road (S.R. 4002) (80 feet wide),

Thence, from said iron pin along the common dividing line of lands now or formerly of Valley Forge Distribution Center (Block 73, Unit 04) and lands now or formerly of Maria Corrado (Block 66, Unit 04) South 16 degrees, 40 minutes, 00 seconds West, a distance of 274.81 feet to a concrete monument,

Thence, from said concrete monument, along the common dividing line of lands now or formerly of Valley Forge Distribution Center (Block 73, Unit 04), lands now or formerly of BNB Family Limited Partnership (Block 73, Unit 33) and lands now or formerly of Maria Corrado (Block 66, Unit 04), South 89 degrees, 14 minutes, 00 seconds West, a distance of 478.17 feet to a point,

Thence, from said point, along the common dividing line of lands now or formerly of Francis M. & Delores M. Zappala (Block 66, Unit 03), lands now or formerly of the Trustees of Clair R. & Vonna Rowley (Block 66, Unit 14), and lands now or formerly of Maria Corrado (Block 66, Unit 04), North 16 degrees, 40 minutes, 00 seconds East, a distance of 417.34 feet to a point on the Southerly Ultimate Right-Of-Way of Egypt Road (S.R. 4002) (80 feet wide),

Thence, from said point, along the Southerly Ultimate Right-Of-Way of Egypt Road (S.R. 4002) (80 feet wide), the following 5 courses and distances: 1) South 73 degrees, 25 minutes, 55 seconds East, a distance of 121.48 feet; 2) North 16 degrees, 40 minutes, 00 seconds East, a distance of 5.00 feet; 3) South 73 degrees, 25 minutes, 55 seconds East, a distance of 39.00 feet; 4) South 16 degrees, 40 minutes, 00 seconds West, a distance of 5.00 feet; 5) South 73 degrees, 25 minutes, 55 seconds East, a distance of 277.64 feet to a point of curvature,

Thence along the arc of a circle curving to the right, having a radius of 2825.14 feet and an arc length of 18.09 feet, to the first mentioned point and place of Beginning.

Excepting therefrom and thereout All that certain lot or piece of ground which Egypt Road Partners, LLC, by Deed Fee Simple made 2/10/2009 conveyed unto The Commonwealth of Pennsylvania, Department of Transportation recorded 2/18/2009 in Deed Book 5722 page 737.

Tax ID / Parcel No. 61-00-01579-00-7

EXHIBIT "B"

MATTERS OF RECORD

1. Defects, liens, encumbrances, adverse claims or other matters if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
4. Rights granted to Philadelphia Electric Company in Deed Book 4731, page 1595.
5. Rights granted to Bell Telephone Company of Pennsylvania in Deed Book 5045, Page 130.
6. Land Development and Financial Security Agreement for Egypt Road Partners, LLC/Corrado Builders, Inc., 1021 Egypt Road-Phase I, recorded 2/2/2009 in Deed Book 5720, Page 2347.
7. Land Development and Financial Security Agreement for Egypt Road Partners, LLC/Corrado Builders, Inc., 1021 Egypt Road-Phase II, recorded on 2/2/2009 in Deed Book 5720, Page 2378.
8. Deed Fee Simple made 2/10/2009 by Egypt Road Partners, LLC to the Commonwealth of Pennsylvania, Department of Transportation, recorded 2/18/2009 in Deed Book 5722, page 737.
9. Conditions as disclosed by Land Site Plan recorded February 2, 2009 as Plan 32, Page 494.

EXHIBIT "D"

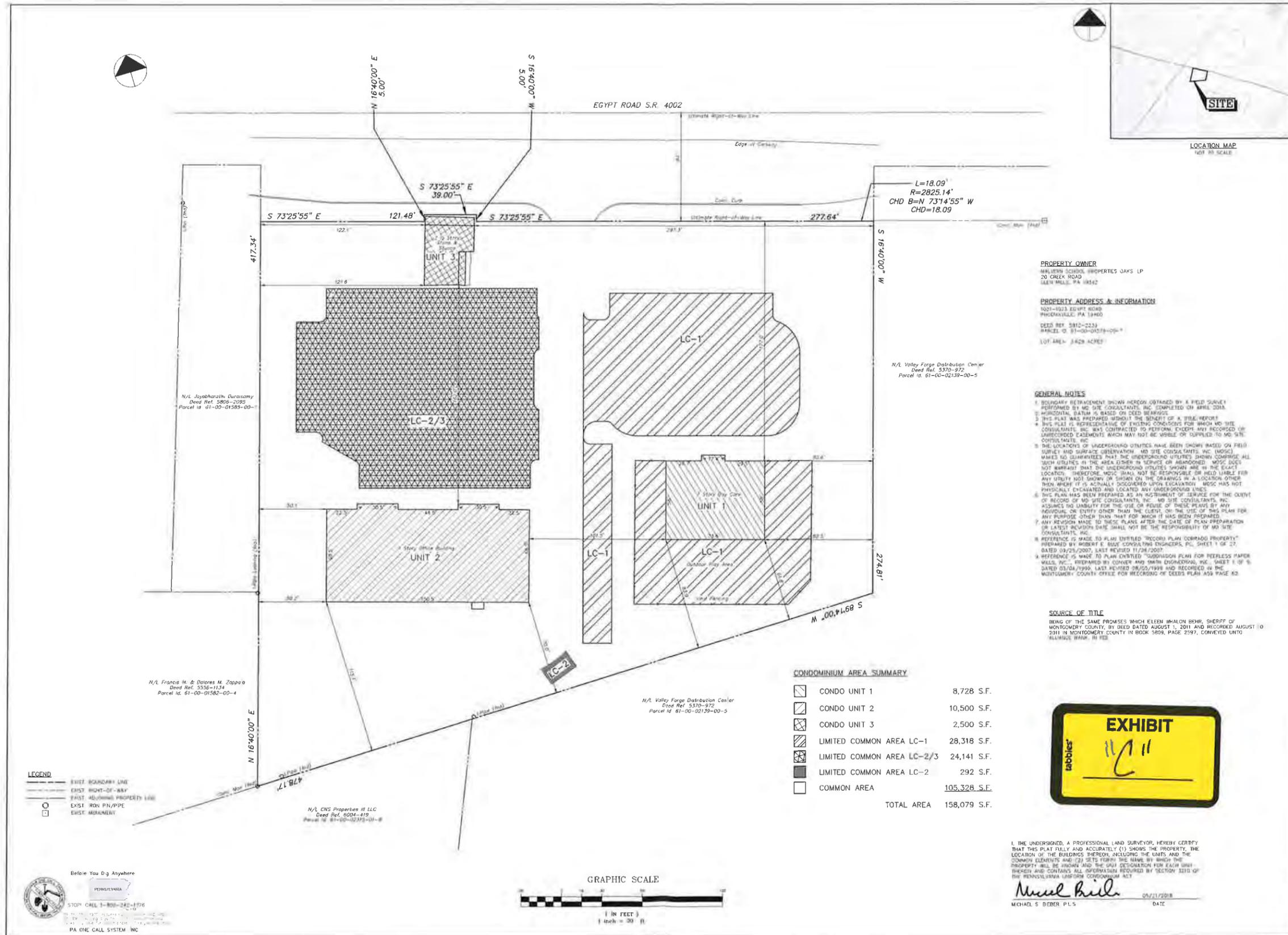
PERCENTAGE INTEREST

	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE INTEREST</u>
Unit 1	8,728	40.17
Unit 2	10,500	48.32
Unit 3	<u>2,500</u>	<u>11.51</u>
Total	<u>21,728</u>	<u>100.00</u>

PLEASE SEE
DATABASE FOR
VIEW OF DEED
EXHIBITS

BOOK NUMBER: 6091

PAGE NUMBER: 2324



PROPERTY OWNER
 MALVERN SCHOOLS PROPERTIES OAKS LP
 20 CREEK ROAD
 GREEN HILLS, PA 19342

PROPERTY ADDRESS & INFORMATION
 1021-1023 EGYPT ROAD
 PHILADELPHIA, PA 19103

DEED REF: 5810-2233
 PARCEL ID: 81-00-01582-00-5
 LOT AREA: .3629 ACRES

GENERAL NOTES

1. BOUNDARY RETRACEMENT SHOWN HEREON OBTAINED BY A FIELD SURVEY PERFORMED BY MD SITE CONSULTANTS, INC. COMPLETED ON APRIL 2018.
2. HORIZONTAL DATUM IS BASED ON DEED BEARINGS.
3. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
4. THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH MD SITE CONSULTANTS, INC. WAS CONTRACTED TO PERFORM EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO MD SITE CONSULTANTS, INC.
5. THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. MD SITE CONSULTANTS, INC. (MOSC) MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COVERAGE ALL SUCH UTILITIES IN THE AREA OTHER IN SERVICE OR ABANDONED. MOSC DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, MOSC SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITIES NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. MOSC HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
6. THIS PLAN HAS BEEN PREPARED AS AN INSTRUMENT OF SERVICE FOR THE CLIENT OR RECORD OF MD SITE CONSULTANTS, INC. MD SITE CONSULTANTS, INC. ASSUMES NO LIABILITY FOR THE USE OR REUSE OF THESE PLANS BY ANY INDIVIDUAL OR ENTITY OTHER THAN THE CLIENT. ON THE USE OF THIS PLAN FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT HAS BEEN PREPARED.
7. ANY REVISIONS MADE TO THESE PLANS AFTER THE DATE OF PLAN PREPARATION OR LATEST REVISION DATE SHALL NOT BE THE RESPONSIBILITY OF MD SITE CONSULTANTS, INC.
8. REFERENCE IS MADE TO PLAN ENTITLED "RECORD PLAN CORROD PROPERTY" PREPARED BY ROBERT E. BILLY, CORVATH ENGINEERS, P.C., SHEET 1 OF 27, DATED 03/25/2007, LATEST REVISION 11/28/2007.
9. REFERENCE IS MADE TO PLAN ENTITLED "SUBDIVISION PLAN FOR REEFLESS HARBOR VALLEY, INC.", PREPARED BY CONNER AND SMITH ENGINEERING, INC., SHEET 1 OF 5, DATED 02/04/2009, LATEST REVISION 09/02/2009 AND RECORDED IN THE MONTGOMERY COUNTY OFFICE FOR RECORDING OF DEEDS PLAN 459 PAGE 83.

SOURCE OF TITLE
 BEING OF THE SAME PROMISES WHICH EILEEN WHALON BEHR, SHERIFF OF MONTGOMERY COUNTY, BY DEED DATED AUGUST 1, 2011 AND RECORDED AUGUST 10 2011 IN MONTGOMERY COUNTY IN BOOK 3509, PAGE 2597, CONVEYED UNTO ALLIANCE BANK, III FID.

CONDOMINIUM AREA SUMMARY

	CONDO UNIT 1	8,728 S.F.
	CONDO UNIT 2	10,500 S.F.
	CONDO UNIT 3	2,500 S.F.
	LIMITED COMMON AREA LC-1	28,318 S.F.
	LIMITED COMMON AREA LC-2/3	24,141 S.F.
	LIMITED COMMON AREA LC-2	292 S.F.
	COMMON AREA	105,328 S.F.
TOTAL AREA		158,079 S.F.



LEGEND

- EXIST. BOUNDARY LINE
- EXIST. RIGHT-OF-WAY
- EXIST. ADJACENT PROPERTY LINE
- EXIST. R/W P.V./PIPE
- EXIST. MARKING



Before You Dig Anywhere
 PENNSYLVANIA
 STOP! CALL 1-800-242-1976
 PA ONE CALL SYSTEM INC.

MD Site Consultants, Inc.
 Land Surveying & Construction Layout Services

1021-1023 EGYPT ROAD CONDOMINIUM PLAN
 UPPER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA
 CLIENT: MALVERN SCHOOL PROPERTIES OAKS, LP
 DATE: 09/11/2018
 SCALE: 1"=30'

JOB NO: 18077
 SHEET NO: 1 of 1
 DWC NO: 18077CP1

DATE: _____
 REVISION: _____

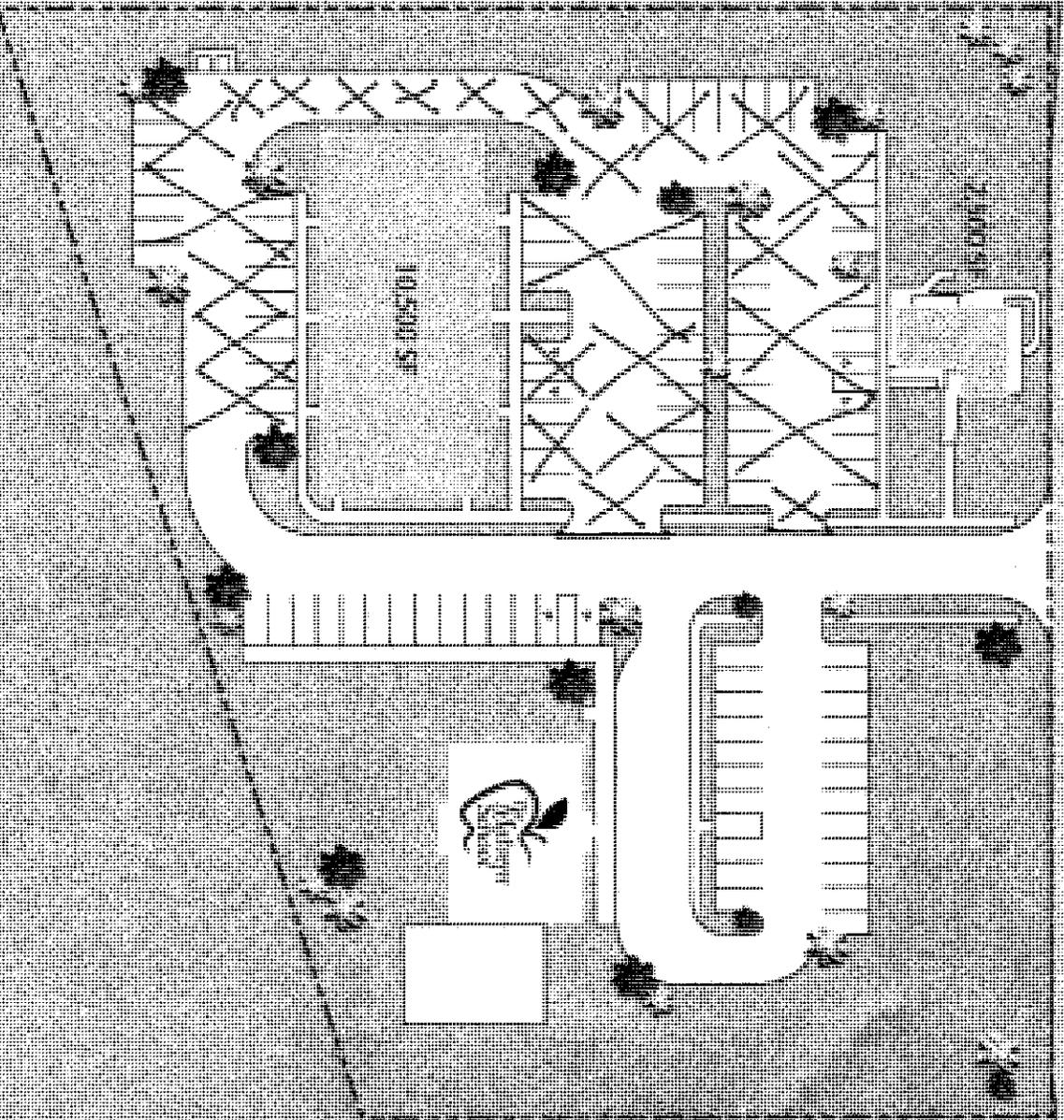
I, THE UNDERSIGNED, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY (1) SHOWS THE PROPERTY, THE LOCATION OF THE BUILDINGS THEREON, INCLUDING THE UNITS AND THE COMMON ELEMENTS AND (2) SETS FORTH THE NAME BY WHICH THE PROPERTY WILL BE KNOWN AND THE UNIT DESIGNATION FOR EACH UNIT THEREON AND CONTAINS ALL INFORMATION REQUIRED BY SECTION 3170 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT.

Michael S. DeBer
 MICHAEL S. DEBER, P.L.S. DATE: 09/11/2018

EXHIBIT "B"
Subdivision Plan

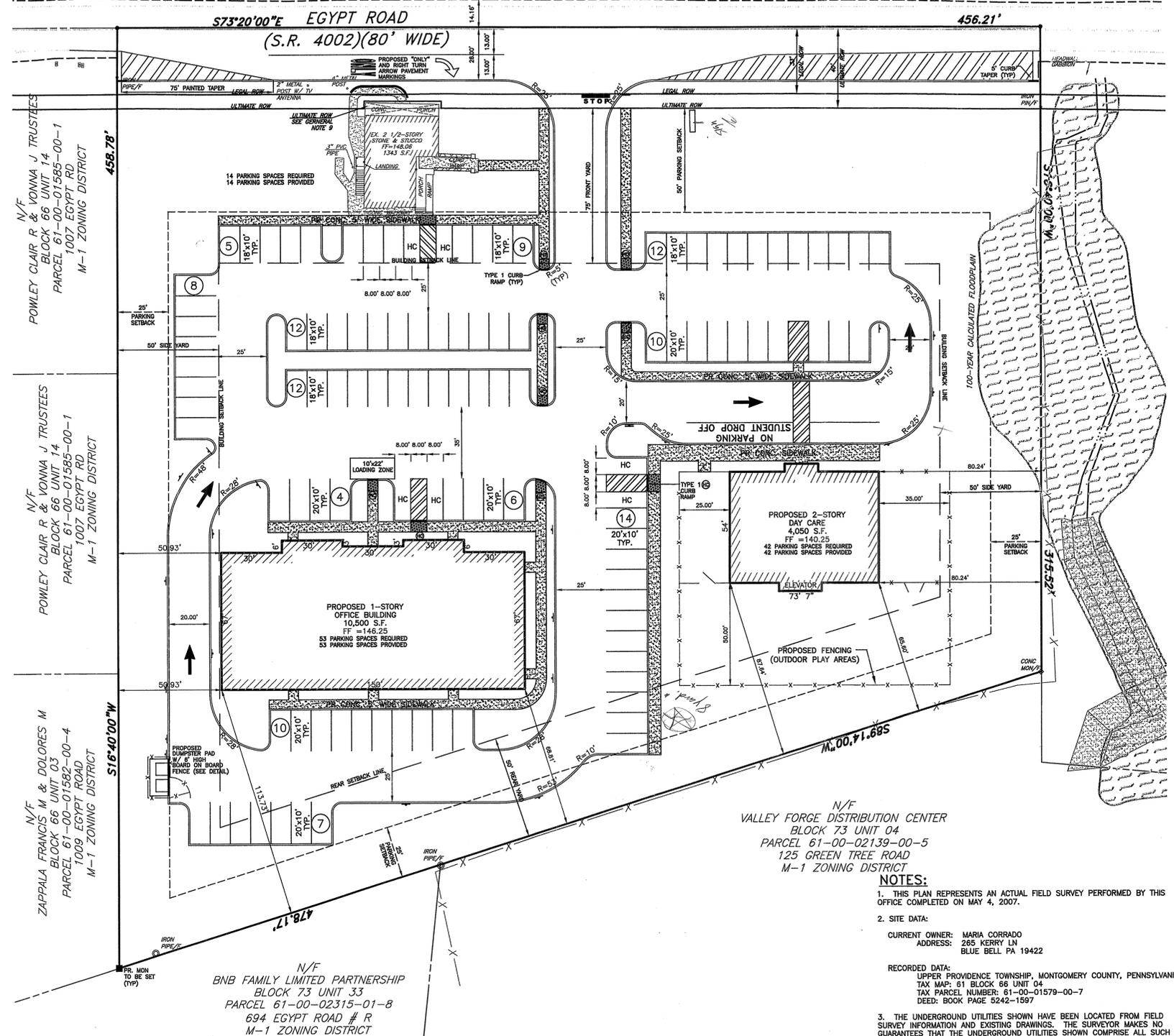
EXHIBIT “C”
Site Plan

Egypt Road



- Landscaping
- Major Footprint Containment





N/F POWLEY CLAIR R & VONNA J TRUSTEES
BLOCK 66 UNIT 14
PARCEL 61-00-01585-00-1
1007 EGYPT RD
M-1 ZONING DISTRICT

N/F POWLEY CLAIR R & VONNA J TRUSTEES
BLOCK 66 UNIT 14
PARCEL 61-00-01585-00-1
1007 EGYPT RD
M-1 ZONING DISTRICT

N/F ZAPPALA FRANCIS M & DOLORES M
BLOCK 66 UNIT 03
PARCEL 61-00-01582-00-4
1009 EGYPT ROAD
M-1 ZONING DISTRICT

N/F BNB FAMILY LIMITED PARTNERSHIP
BLOCK 73 UNIT 33
PARCEL 61-00-02315-01-8
694 EGYPT ROAD # R
M-1 ZONING DISTRICT

N/F VALLEY FORGE DISTRIBUTION CENTER
BLOCK 73 UNIT 04
PARCEL 61-00-02139-00-5
125 GREEN TREE ROAD
M-1 ZONING DISTRICT

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY
BEFORE ME, THE SUBSCRIBER
NOTARY PUBLIC OF THE COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____, WHO
PERSONALLY APPEARED _____, WHO
ACKNOWLEDGED HIMSELF TO BE THE _____ OF
A CORPORATION, AND THAT AS SUCH BEING AUTHORIZED TO DO SO, HE EXECUTED THE
FOREGOING PLAN BY SIGNING THE NAME OF SAID CORPORATION BY HIMSELF AS THAT
SAID CORPORATION IS THE OWNER OF THE LAND SHOWN HEREON. ALL NECESSARY
APPROVALS OF THIS PLAN HAVE BEEN OBTAINED AND ENDORSED THEREON AND SAID
CORPORATION DESIRES THAT THIS PLAN BE DULY RECORDED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____
I, _____ OF _____, ACKNOWLEDGE MYSELF TO BE THE _____

_____, A CORPORATION, AND THAT AS SUCH BEING
AUTHORIZED TO DO SO, HEREBY CERTIFY THAT THE CORPORATION IS THE SOLE
REGISTERED OWNER OF THE LAND HEREIN SUBDIVIDED AND THAT THERE ARE NO SUITS
PENDING AFFECTING THE TITLE OF THE SAME AND THAT I DO HEREBY ADOPT THIS PLAN
AND DESIRE THE SAME TO BE RECORDED. I DO FURTHER SAVE THE TOWNSHIP
HARMLESS AND INDEMNIFY THE TOWNSHIP OF UPPER PROVIDENCE AGAINST ANY
LIABILITY OR LOSS RESULTING FROM THE SUBDIVISION OR DEVELOPMENT OF THIS FOR
WHATEVER REASON PRESENT OR FUTURE.

TOWNSHIP SUPERVISOR'S CERTIFICATION

THIS PLAN HAS BEEN APPROVED BY UPPER PROVIDENCE TOWNSHIP BOARD OF SUPERVISORS
THIS ___ DAY OF _____, 20__.

CHAIRMAN _____
ATTESTED: TOWNSHIP MANAGER _____

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON, AS WELL AS
ALL OTHER DRAWINGS WHICH ARE A PART OF THIS PLAN SET, ARE TRUE AND
CORRECT TO THE ACCURACY REQUIRED BY THE UPPER PROVIDENCE TOWNSHIP
SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND WERE PREPARED BY ME
OR UNDER MY DIRECTION, FOR WHICH I ACCEPT FULL RESPONSIBILITY, AND
REPRESENT A FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION. THE
EXISTING PERIMETER MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AS PART
OF THE SURVEY AND ALL OTHER PROPOSED PERIMETER MONUMENTS SHALL BE
SET.

DATE _____ REGISTERED ENGINEER OR SURVEYOR (SEAL) _____

ZONING
M-1 OFFICE AND LIMITED INDUSTRIAL DISTRICT

	REQUIRED	EXISTING	PROPOSED
MINIMUM TRACT AREA ¹	4 AC.	3.63 AC.*	3.63 AC.*
MINIMUM LOT WIDTH ²	200 FT.	456.21 FT.	456.21 FT.
SETBACK DATA:			
ULTIMATE RIGHT-OF-WAY ABUTTING RESIDENTIAL OR INSTITUTIONAL BOUNDARY LINE	75 FT	14 FT.*	75 FT*
ABUTTING COMMERCIAL OR INDUSTRIAL BOUNDARY LINE	100 FT	N/A	N/A
MAXIMUM IMPERVIOUS COVERAGE	50 FT	50 FT.	50 FT.
MAXIMUM BUILDING COVERAGE	65%	5.49%	55.58%
MAXIMUM BUILDING HEIGHT	40%	0.098%	10.44%
MINIMUM PARKING AND LOADING SETBACK DATA:			
ULTIMATE RIGHT-OF-WAY ABUTTING RESIDENTIAL OR INSTITUTIONAL BOUNDARY LINE	N/A	---	50 FT.
ABUTTING COMMERCIAL OR INDUSTRIAL BOUNDARY LINE	50 FT	N/A	N/A
SHARED PARKING AND LOADING FACILITY	25 FT	25 FT	25 FT
	0 FT	N/A	N/A

¹ EXCLUDING RIGHTS-OF-WAY OF EXISTING PUBLIC ROADS
² MEASURED ALONG THE BUILDING LINE
* EXISTING NON-COMFORMANCE

SOILS LEGEND

- RaA RARITAN SILT LOAM, 0% TO 3% SLOPES
- Roa READINGTON SILT LOAM, 0% TO 3% SLOPES
- Bp BOWMANVILLE SILT LOAM, 0% TO 3% SLOPES
- Bna BIRDSBORO SILT LOAM, 0% TO 3% SLOPES

LEGEND

- | | | | |
|--|----------------------------|--|-------------------------------------|
| | EXISTING CONCRETE | | PROPOSED CONCRETE |
| | EXISTING MACADAM | | PROPOSED MACADAM |
| | EXISTING FENCE | | PROPOSED FENCE |
| | EXISTING WALL | | PROPOSED WALL |
| | WOODS LINE | | PROPOSED WOODS LINE |
| | CREEK THREAD | | PROPOSED CREEK THREAD |
| | FLOOD PLAIN LINE | | PROPOSED FLOOD PLAIN LINE |
| | WETLANDS LINE | | PROPOSED WETLANDS LINE |
| | WATERS OF THE COMMONWEALTH | | PROPOSED WATERS OF THE COMMONWEALTH |
| | SOIL LINE | | PROPOSED SOIL LINE |
| | ZONING BOUNDARY | | PROPOSED ZONING BOUNDARY |
| | PARKING NUMBERS | | PROPOSED PARKING NUMBERS |
| | DECIDUOUS TREE | | PROPOSED DECIDUOUS TREE |
| | CONIFEROUS TREE | | PROPOSED CONIFEROUS TREE |
| | UTILITY POLE | | PROPOSED UTILITY POLE |
| | UTILITY POLE W/G WIRE | | PROPOSED UTILITY POLE W/G WIRE |
| | LAMP POST | | PROPOSED LAMP POST |
| | CLEAN OUT | | PROPOSED CLEAN OUT |
| | PROPERTY CORNER | | PROPOSED PROPERTY CORNER |
| | MONUMENT | | PROPOSED MONUMENT |
| | IRON PIN | | PROPOSED IRON PIN |

USER NOTICE:
ANY USER OF THESE PLANS IS RESPONSIBLE FOR CONTACTING THE APPROPRIATE AGENCY IN THE EVENT OF DISCREPANCIES BETWEEN THE PLAN, PLAN DETAILS, SHOP DRAWINGS, CONSTRUCTION STANDARDS, AND FIELD CONDITIONS. THE APPLICABLE AGENCY MUST BE CONTACTED AND DISCREPANCIES MUST BE RESOLVED BEFORE PROPOSED IMPROVEMENTS ARE CONSTRUCTED. THE PREPARER OF THESE PLANS AND ALL REVIEWING AGENCIES ARE NOT LIABLE FOR ANY DISCREPANCIES.

MAINTENANCE OF STORM SEWER SYSTEM
THE PROPERTY OWNER SHALL HAVE THE RESPONSIBILITY FOR THE PERPETUAL MAINTENANCE OF THE PERMANENT WATER DETENTION BASIN, BASIN OUTLET STRUCTURES AND PIPES WHICH ARE LOCATED ON HIS PROPERTY. NO CHANGES SHALL BE MADE TO THE STRUCTURES, PIPES OR FINISH GRADING WITHOUT PRIOR WRITTEN APPROVAL FROM THE TOWNSHIP. THE TOWNSHIP HAS THE RIGHT TO ENTER THE LOT OR TO PERFORM ANY REQUIRED MAINTENANCE WHICH HAS NOT BEEN PROPERLY PERFORMED OR CARRIED OUT IN A TIMELY MANNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE COST OF ANY MAINTENANCE WHICH IS PERFORMED BY THE TOWNSHIP. THE TOWNSHIP SHALL LIEN THE PROPERTY FOR SAID COSTS UNTIL THE TOWNSHIP HAS BEEN REIMBURSED IN FULL.

PARKING SPACE CALCULATIONS

SECTION 182-179B(1)(g) DAY-CARE/PRESCHOOL
REQUIREMENTS: 1 SPACE/10 CHILDREN
1 SPACE/EMPLOYEE
1 SPACE/15 CHILDREN (DROP OFF REQUIREMENT)
CALCULATION: 125 CHILDREN x (1 SPACE/10 CHILDREN)=12.5 (13) SPACES
20 EMPLOYEES x (1 SPACE/EMPLOYEE)=20 SPACES
125 CHILDREN x (1 SPACE/15 CHILDREN)=8.33 (9) SPACES
PROPOSED: 42 SPACES PROVIDED

SECTION 182-179B(2)(f) OFFICE BUILDING
REQUIREMENTS: 1 SPACE/200 S.F.
CALCULATION: 10,500 S.F. x (1 SPACE/200 S.F.)=52.5 (53) SPACES
2,686 S.F. x (1 SPACE/200 S.F.)=13.43 (14) SPACES
PROPOSED: 67 SPACES PROVIDED
109 TOTAL SPACES PROVIDED

MONTGOMERY COUNTY RECORDER OF DEEDS

RECORDED ON THIS _____ DAY OF _____, 2005 _____, IN THE OFFICE FOR THE RECORDING OF DEEDS, IN AND FOR THE COUNTY OF MONTGOMERY OF NORRISTOWN, PENNSYLVANIA IN PLAN FILE CASE _____ DEED BOOK _____ PAGE NUMBER _____

MCPD No. _____
PROCESSED AND REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.
Certified this date _____
For the Director
Montgomery County Planning Commission

REGISTERED PROFESSIONAL ENGINEER
PROFESSIONAL LAND SURVEYOR
ROBERT E. BLUE JR. (DATE) _____
LICENSE NO. 26169-E
ROBERT E. BLUE JR. (DATE) _____
LICENSE NO. SU1323A



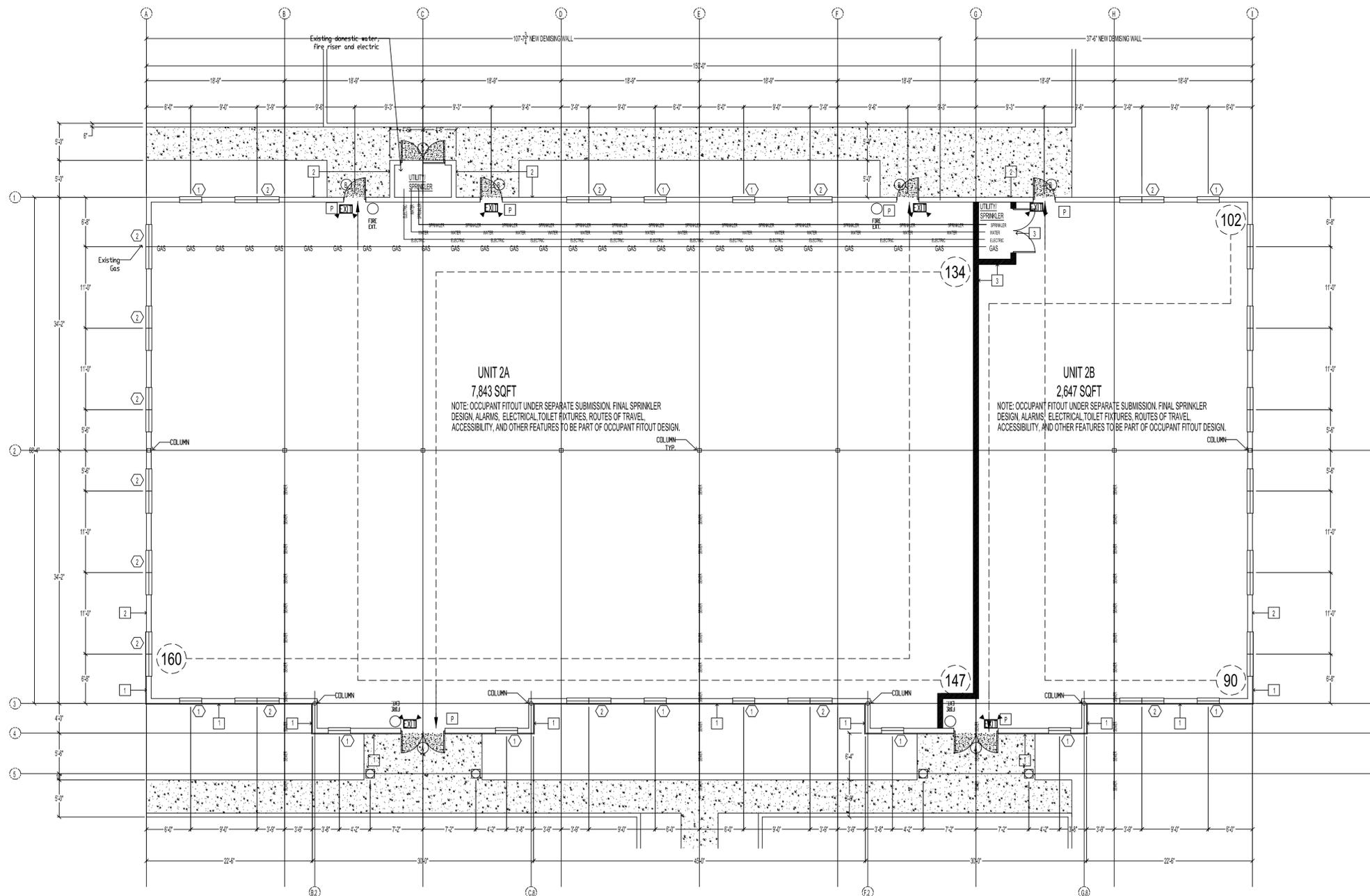
REVISIONS
1. 10-25-2007, REV. PER REVIEW LETTER (10-23-07)
2. 11-28-2007, REV. PER TWP. REVIEW LETTERS

robert e. blue
consulting engineers, p.c.
1149 Skippack Pike, Blue Bell, PA 19422
tel: (610)-277-9441 fax: (610)-277-9897
www.robertblue.com email: rblue@robertblue.com



RECORD PLAN
CORRADO PROPERTY
1021 EGYPT ROAD
UPPER PROVIDENCE, PA
MONTGOMERY COUNTY
PREPARED FOR
CORRADO BUILDERS
P.O. BOX 915
BLUE BELL, PA 19422

DRAWN BY: MAC
CHECKED BY: WRO
DATE: 09-25-2007
JOB NUMBER: 1599-1E
SCALE: 1"=30'
SHEET NUMBER: 1 of 27



GENERAL NOTES
 1. PLANNED USE GROUP: A-3 ASSEMBLY, BOTH OCCUPANCIES
 2. CONSTRUCTION TYPE: 5-B, SPRINKLERED
 3. MAXI OCCUPANCIES
 2A: 7,301 SF/ 146 PERSONS
 2B: 2,805 SF/ 56 PERSONS

LEGEND
 ——— EXISTING FRAME WALL - WOOD
 ——— NEW WOOD STUD FRAME WALL
 ——— EMERGENCY LIGHTING FIXTURES ILLUMINATED EXIT SIGN
 ——— TRAVEL DISTANCE MARKER (FEET); MAX 250
 ○ TYPE 2A FIRE EXTINGUISHER
 □ MANUAL ALARM PULL STATION AT EACH EXIT DOOR

WALL LEGEND	
Mark	Description
1	Exterior Wall masonry veneer EXISTING 2x6 wood studs at 16" OC, 1/2" OSB sheathing, TYVEK wrap, 3/4" +/- mortar scratch coat, 1/4" +/- mortar setting bed and 1-0/8" +/- masonry veneer outside R-19 left-hand insulation in the stud cavity and 1/2" GWB finish inside as part of Tenant fit-out Load bearing Thickness: 8-1/8" +/- R value 20 +/-
2	Exterior Wall-succo EXISTING 2x6 wood studs at 16" OC with R-19 left-hand insulation in the stud cavity 1/2" OSB sheathing, TYVEK wrap, 1" rigid foam and sheetrock on outside R-19 left-hand insulation in the stud cavity and 1/2" GWB finish inside as part of Tenant fit-out Load bearing Thickness: 7-3/4" +/- R value 25 +/-
3	Demising Interior Wall- 2 Hour rated wall assembly UL Detail U301 2x6 metal stud at 16" OC with R-19 left-hand insulation in the stud cavity 1/2" OSB sheathing, 1/2" gypsum board, 1/2" gypsum spacer @ 24" o.c. max. Thickness: 9-1/2" +/-

DOOR LEGEND and NOTES	
Mark	Description
A	Entry EXISTING (2) 34 x 7-1/2 x 1-3/4 Fiberglass doors with minimum U-factor of 0.80; nominal 22" x 30" safety-glass; aluminum metal frame Hardware: push/pull, closed, closed bolts, built hinges, weatherstripping, barrier-free threshold
B	Exit EXISTING 34 x 7-1/2 x 1-3/4 Fiberglass doors with minimum U-factor of 0.80; nominal 22" x 30" safety-glass; aluminum metal frame Hardware: L-Series mortise lock with lever and dead bolt, closed, built hinges, weatherstripping, barrier-free threshold
C	Utility (2) 34 x 7-1/2 x 1" Insulated hollow metal doors with hollow metal frame Hardware: L-Series mortise lock with lever and dead bolt, built hinges, flush bolts, weatherstripping, barrier-free threshold

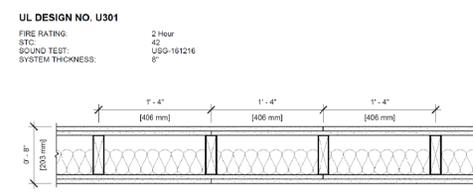
1. Doors shall be THERMA-TRU "Benchmark 9-Lite" with smooth surface
 2. Hardware shall be SCHLAGE or equal
 3. Locks shall be keyed separately with master key

WINDOW LEGEND and NOTES - ALL WINDOWS EXISTING	
Mark	Description
1	Typical Single 34 x 4-1/2 single-hung with 66 grille
2	Typical Double (2) 34 x 4-1/2 single-hung with 66 grille, milled together
3	Entry Gable (2) 34 x 2-1/2 single-hung with 33 grille, milled together

1. Windows shall be JELD-WEN Builders series (4ly); 1" o.c. insulating glass with minimum U-factor of 0.35 and minimum SHGC of 0.45; insect screens: color: white

LIFE SAFETY EGRESS LEGEND and NOTES	
Mark	Description
FE	Fire Extinguisher
EATD (-)	Fire access travel distance (distance) Path shown in "worst case"
→	Primary egress path 44" minimum width

UTILITY LEGEND and NOTES	
Mark	Description
—	SPRINKLER MAIN
—	WATER
—	ELECTRIC
—	GAS
—	SEWER TIE IN



ASSEMBLY OPTIONS:
 GYPSUM BOARD: 2 LAYERS 5/8" THICK GYPSUM BOARD (UL TYPE SGC™)
 WOOD STUDS: 2X6 WOOD STUDS, 16" O.C.
 INSULATION: 3-1/2" GLASS FIBER BATT INSULATION IN CAVITY
 GYPSUM BOARD: 2 LAYERS 5/8" THICK GYPSUM BOARD (UL TYPE SGC™)

SECTION: WOOD FRAME 2 HOUR DEMISING WALL UL U301
 DO NOT SCALE

NOTE: ORIGINAL BUILDING SHELL DESIGNED BY RAYMOND KLUMB, ARCHITECT, PEARCE, ARIZONA

ALL CONSTRUCTION WILL COMPLY WITH THE PENNSYLVANIA UNIFORM CONSTRUCTION CODE, CURRENT EDITION, AS ENFORCED BY UPPER PROVIDENCE TOWNSHIP

NOTE: ENGINEERING REVIEW OF DIMENSIONS WALL ONLY

DRAWING TITLE: FLOOR PLAN
PROJECT: TENANT SEPARATION
 1021 EGYPT ROAD
 UPPER PROVIDENCE TWP
 MONTGOMERY COUNTY

DESIGNED BY: VINCENT L. CALVANESE, JR., P.E.
 15 CAYMAN LANE
 WAYNE, PA 19382
 610.688.2907

DATE: 5/15/20
 SCALE: A-1
 SHEET NO: 20-009

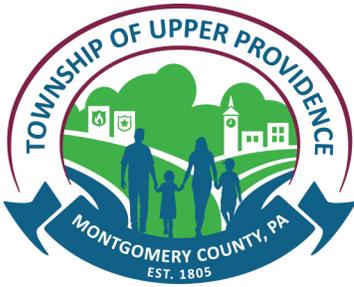
DOUGLAS E. MILLIKEN INC.
 Registered Architect
 1106 GUAVA COURT PERKASIE PA 19344
 T: (215) 622-1177 DOUGLASEMILLIKEN1956@GMAIL.COM

TENANT SEPARATION
 1021 EGYPT ROAD
 UPPER PROVIDENCE TWP
 MONTGOMERY COUNTY

FLOOR PLAN

SCALE: 1/8" = 1'-0"
 DATE: 5-6-2020
 PROJECT NO.: 20-009
 DWG. NO.: A1

DRAWN: DM



1286 Black Rock Road
P.O. Box 406
Oaks, PA 19456
Phone: 610-933-9179
Fax: 610-983-0355

Visit Us Online:
www.uprov-montco.org

General Inquiries:
admin@uprov-montco.org

Board of Supervisors

Helene Calci, Chair
Albert Vagnozzi, Vice Chair
Laurie Higgins
John Pearson
Bill Starling

Township Manager/Secretary

Timothy J. Tieperman

Township Solicitor

Joseph E. Bresnan, Esq.

February 14, 2020

**RE: 357 Greenwood Avenue Subdivision
Conditional Use Application and Tentative Plan
Twp. #8002-0360-0001 CU
Twp. #8002-0360-0002 (T)LD**

Please review the enclosed material and return your comments to the Township offices at your earliest convenience.

Sincerely,

Geoffrey B. Grace, AICP

Zoning Officer/Director of Planning, Township of Upper Providence

cc: (via email unless otherwise noted)
Upper Providence Board of Supervisors
Upper Providence Township Planning Commission
Township Manager
Spring Ford School District (hand delivery)
Township Solicitor
Township Engineer (internal mail)
Township Traffic Engineer

UPPER PROVIDENCE TOWNSHIP
APPLICATION FOR REVIEW

TWP.PLAN#

DATE SUBMITTED 02/13/2020

Page 1 of 3

Evan and Janet Frazer Joint Revocable
Trust
Meredith Reinhardt

Owner's Name _____ Phone _____

Address 357 Greenwood Avenue, Collegeville, PA

Development Name Frazer-Reinhardt

Applicant's Name Blecker Acquisition, LP Phone 267-446-3432

Address 404 N. Sumneytown Pike, North Wales, PA 19454

Submitted by: Christopher R. Canavan Phone 267-446-3432

Address same as applicant

E-Mail address chrisc@wbhomesinc.com

Type of Review Requested	Type of Plan	Type of Submission
<input type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Tentative	<input checked="" type="checkbox"/> New Proposal
<input type="checkbox"/> Land Development	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Revised Prior Proposal
<input type="checkbox"/> Zoning Amendment	<input type="checkbox"/> Final	<input type="checkbox"/> Next Plan Stage based on prior approval
<input checked="" type="checkbox"/> Conditional Use		
<input type="checkbox"/> Curative Amendment		
<input type="checkbox"/> Other		

Zoning	Fees:	Area
Existing: <u>R-1: Flex Lot Option</u>	Application <input checked="" type="checkbox"/>	33.65 Ac. or sq. ft.)
Proposed: <u>NA</u>	Plan Escrow <input checked="" type="checkbox"/>	
Variance/Special Exception Granted <u>NA</u>	Attached <input checked="" type="checkbox"/>	
_____	Under Separate Cover _____	
_____	Not Applicable _____	

UPPER PROVIDENCE TOWNSHIP
 APPLICATION FOR REVIEW
 Page 2 of 3

No application shall be accepted or processed unless properly signed and accompanied by the required fees and escrows.
 By filing this application, you are hereby granting permission to Township Officials to visit the site for review purposes.

<u>Land Use</u>	<u>No. of Lots/Units</u>	<u>Intended Use(s)</u>
Residential _____	26	Singled Family detached
Commercial _____		
Industrial _____		
Office _____		
Other _____	Open Space: 26.36% of net tract area (8.870 acres)	

Utilities

TAX PLAT INFO

	<u>Central</u>	<u>On-Site</u>	<u>Package</u>	Block <u>10</u> Unit <u>1</u>
Water <u>x</u> _____	_____	_____	_____	Tax Parcel # <u>61-00-02237-00-6</u>
Sewer <u>x</u> _____	_____	_____	_____	<u>61-00-02236-00-7</u>
				Plan Size (Circle one)
				15" X 18"
				18" X 30"
				24" X 36"

Capacity

	<u>Available</u>	<u>Not Available</u>	<u>Unknown</u>	Plan Prepared by Registered:
Water <u>x</u> _____	_____	_____	_____	Engineer <u>x</u> _____
Sewer <u>x</u> _____	_____	_____	_____	Surveyor _____

APPLICANTS SIGNATURE (if authorized agent, indicate for whom)

Owner of Record

Chh R. Cau

Equitable Owner

Chh R. Cau

Authorized Agent for:

Owner
 Equitable Owner

No application shall be accepted for processing unless properly signed in the appropriate space provided above.

To be completed by the Township

As required by, and consistent with, those sections of The Pennsylvania Municipalities Planning Code, State Act 247 of 1968 requiring review by the Montgomery County and Upper Providence Township Planning Commissions, this application is hereby submitted on this date as authorized by the Board of Supervisors of Upper Providence Township.

Upper Providence Township
1286 Black Rock Road, P.O. Box 406
Oaks, PA 19456

Accepted by: G. GRACE

(610) 933-9179
rev: 12/10

Date: 2/13/2020

Ninety Day Clock Expiration: May 5, 2020

** All applicants shall prepare presentations in electronic format compatible with available projection equipment in the Meeting Hall. The expectation is that the applicant's presentation will be projected onto the available screen for viewing by the public as well as the Township Officials. **

Your Trusted Hometown Builder

February 13, 2020

Timothy J. Tieperman, Township Manager
Upper Providence Township
1286 Black Rock Road
PO Box 406
Oaks, PA 19456

**Re: 357 Greenwood Road
Conditional Use and Tentative Sketch Application**

Dear Mr. Tieperman,

Blecker Acquisitions, LP is the equitable owner of two parcel of ground along Greenwood Avenue consisting of TMP 61-00-02236-00-7 and 61-00-02237-00-6 totaling 33.65 acres ("Property"). We intend to develop the Property as 25 new single family building lots and a lot for the existing historic home at 357 Greenwood Avenue using the flexible lot size provisions of the R-1 Zoning District. Since the tract of land is under 35 acres, the use of the flexible lot size provisions requires a conditional use approval by the Board of Supervisors.

The Conditional Use review is based on whether the applicant has met one or more of the criteria detailed under section 182-44 B. of the R-1 zoning provisions. The Property has a number of natural features on the property including a water course, wetlands and flood plains that will be far better protected and preserved through the use of the flexible lots size provisions than under the traditional zoning provisions. In addition, 26.36% of the tract of ground will be preserved as open space. Finally, the house at 357 Greenwood Avenue dates back to the late 1600's to early 1700's and will be retained as part of this application.

As support for our application, I have included the following:

1. Three copies of the Conditional Use and Tentative Sketch Plan Application
2. Ten copies of a Yield Plan for the property
3. Ten copies of a the Tentative Sketch Plan for the property
4. Check in the amount of \$500 for the Conditional Use Application
5. Check in the amount of \$1,200 for the Tentative Sketch Application
6. Check in the amount of \$15,000 for the professional services escrow

WBHomesInc.com

February 13, 2020

Page 2 of 2

Under separate cover, I will email Mr. Grace an electronic copy of the materials detailed below. Mr. J. Edmund Mullin, Esq. will be representing Blecker Acquisitions, LP on this application.

Should you have any question, please contact me at your earliest convenience and please inform me as to when this application will be reviewed by the Township Planning Commission and Board of Supervisors.

Sincerely,



Christopher R. Canavan
Senior Vice President

Enclosures

Cc: J. Edmund Mullin, Esq. (via email)
Ron Klos, PE (via email)
Justin Strahorn (via email)
Frazer/Reinhart-LD-Municipality-CU-Township Application_20200108



LOCATION MAP
1"=2000'

BOHLER ENGINEERING
 SITE CIVIL AND CONSULTING ENGINEERING
 PROGRAM MANAGEMENT
 LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN
 PERMITTING SERVICES
 TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	DESIGNED BY	CHECKED BY
1	02.10.2020	GENERAL REVISIONS	BOG	REK

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 Know what's below.
 Call before you dig.
 PENNSYLVANIA
 YOU MUST CALL 811 BEFORE ANY EXCAVATION
 WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
 1-800-242-1776

NOT APPROVED FOR CONSTRUCTION

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	PC191289
DRAWN BY:	AMT
CHECKED BY:	REK
DATE:	01/14/2020
SCALE:	1" = 100'
CAD I.D.:	PC191289_FLEXIBLE LOTTING-B-1

PROJECT:
BLECKER ACQUISITIONS, LP.
 PROPOSED RESIDENTIAL DEVELOPMENT
 357 GREENWOOD AVENUE,
 UPPER PROVIDENCE TOWNSHIP,
 MONTGOMERY COUNTY,
 PENNSYLVANIA 19426

BOHLER ENGINEERING
 1600 MANOR DRIVE, SUITE 200
 CHALFONT, PA 18914
 Phone: (215) 996-9100
 Fax: (215) 996-9102
www.BohlerEngineering.com

R.E. KLOS, JR.
 PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE No. PE045479E

SHEET TITLE:
FLEXIBLE LOTTING SKETCH
 SHEET NUMBER:
1
 REVISION 1 - 2020.02.10

CONCEPT PLAN GENERAL NOTES
 1.) THIS CONCEPT WAS PREPARED STRICTLY BASED UPON INFORMATION IDENTIFIED BELOW.
 2.) THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE OWNER COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS AND ISSUES. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS ARE NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF SAME REQUIREMENTS AND PROCUREMENT OF JURISDICTIONAL APPROVALS.
 3.) THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO OUR OFFICE AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE AND MUST BE UPDATED UPON PERFORMANCE OF ADDITIONAL DUE DILIGENCE.

ZONING PLAN NOTES
 REQUIREMENTS TAKEN FROM:
 - UPPER PROVIDENCE TOWNSHIP ZONING ORDINANCE
 - TOWNSHIP OF UPPER PROVIDENCE ULTIMATE RIGHT-OF-WAY ORDINANCE
 - UPPER PROVIDENCE TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

ADDRESS:
 357 GREENWOOD AVENUE, BLOCK 2, UNIT 33; APN #61-00-02236-00-7
 & UNIT 28 ALTERNATE APN #61-002-02236007
 UPPER PROVIDENCE TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

EXISTING ZONING: R-1 RESIDENTIAL - AGRICULTURAL
 PROPOSED USE: SINGLE-FAMILY DETACHED DWELLING (PERMITTED BY RIGHT)
 W/ FLEXIBLE LOT SIZES (PERMITTED BY CONDITIONAL USE FOR TRACTS < 35 AC.)

SITE AREA CALCS

APPROXIMATE GROSS TRACT AREA:	34,829 Ac.
APPROXIMATE GREENWOOD AVE. ULTIMATE R.O.W.:	0.406 Ac.
APPROXIMATE NET TRACT AREA:	34,423 Ac.

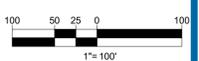
LOT AREA:	REQUIRED	PROPOSED
MIN.:	20,000 S.F.	20,300 S.F. (LOT 17)
MAX.:	5 Ac. (217,800 S.F.)	93,732 S.F.
AVG.:	30,000 S.F.	31,986 S.F. (NET)
MIN. LOT WIDTH:	100 FT.	115 FT.
MIN. LOT WIDTH (CORNER):	125 FT.	151.4 FT.
MIN. YARD SETBACKS:		
FRONT:	40 FT.	40 FT.
SIDE YARD:	20 FT.	20 FT.
SIDE YARD (AGGREGATE):	50 FT.	50 FT.
REAR:	50 FT.	50 FT.
MIN. OPEN SPACE:	20% OF GROSS SITE AREA (6.73 Ac.)	33.82% (11.78 Ac.)*
MAX. BUILDING COVERAGE:	15%	14.5% (2,934.81 S.F. - Based on LOT 17)
MAX. BUILDING HEIGHT:	35 FT.	< 35 FT.

* PER SALDO REQUIREMENT \$154-40.2 K - STEEP SLOPES, STREAMS, LAKES, WATERCOURSES PONDS, WETLANDS AND FLOODPLAINS MAY COMPRISE NO MORE THAN 40% OF THE OPEN SPACE LAND REQUIREMENT

LEGEND
 STEEP SLOPES (>15%)
 (BASED ON 2' USGS CONTOURS, MEASURED OVER 6' CHANGE IN ELEVATION)

PRESERVED OPEN SPACE CALCULATIONS

PRESERVED OPEN SPACE AREA	GROSS OPEN SPACE	PONDS/ WATERS	EXISTING STEEPSLOPE > 15%	BASIN AREAS	NET OPEN SPACE
'A'	2,146 Ac.	0.136 Ac.	0.136 Ac.	0.441 Ac.	1,433 Ac.
'B'	2,197 Ac.	0.223 Ac.	0.090 Ac.	0.406 Ac.	1,478 Ac.
'C'	7,438 Ac.	1,416 Ac.	0.344 Ac.	N/A	5,678 Ac.
TOTAL	11,781 Ac.	1,775 Ac.	0.570 Ac.	0.847 Ac.	5,889 Ac. (72.91% OF GROSS)*



R:\191289\DRAWINGS\FLEXIBLE LOTTING SKETCH\REV1\FPC191289_FLEXIBLE LOTTING-B-1.dwg - LAYOUT: 01 - FLEXIBLE LOT SKETCH



BOHLER ENGINEERING
 SITE CIVIL AND CONSULTING ENGINEERING
 PROGRAM MANAGEMENT
 LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN
 PERMITTING SERVICES
 TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	ISSUED BY
1	12.30.19	GENERAL REVISIONS	AMT
2	01.20.20	REV. PER WETLAND FLAGS	AMT
3	02.10.20	GENERAL REVISIONS	AMT

CONCEPT PLAN GENERAL NOTES

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 1-800-242-1776

NOT APPROVED FOR CONSTRUCTION

ZONING PLAN NOTES

REQUIREMENTS TAKEN FROM:
 - UPPER PROVIDENCE TOWNSHIP ZONING ORDINANCE
 - TOWNSHIP OF UPPER PROVIDENCE ULTIMATE RIGHT-OF-WAY ORDINANCE
 - UPPER PROVIDENCE TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

ADDRESS:
 357 GREENWOOD AVENUE, BLOCK 2, UNIT 33, APN #61-00-02236-00-7
 & UNIT 28 ALTERNATE APN #61-00-02236007
 UPPER PROVIDENCE TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA

EXISTING ZONING: R-1 RESIDENTIAL - AGRICULTURAL
 PROPOSED USE: SINGLE-FAMILY DETACHED DWELLING (PERMITTED BY RIGHT)
 W/ FLEXIBLE LOT SIZES (PERMITTED BY CONDITIONAL USE FOR TRACTS < 35 AC.)

PROJECT NO.:	PC191289
DRAWN BY:	BCG
CHECKED BY:	REK
DATE:	11/25/2019
SCALE:	1" = 100'
CAD I.D.:	PC191289 SKETCH-3

SITE AREA CALCS

APPROXIMATE GROSS TRACT AREA:	34.829 Ac.
APPROXIMATE GREENWOOD AVE. ULTIMATE R.O.W.:	0.406 Ac.
APPROXIMATE NET TRACT AREA:	34.423 Ac.

	REQUIRED	PROPOSED
MIN. LOT AREA:	1 Ac. (43,560 S.F.)	1,0005 Ac. (43,571 S.F.)
MIN. LOT WIDTH:	150 FT.	150 FT.
MIN. YARD SETBACKS		
FRONT:	40 FT.	40 FT.
SIDE YARD:	20 FT.	20 FT.
SIDE YARD (AGGREGATE):	60 FT.	60 FT.
REAR:	50 FT.	50 FT.
MIN. OPEN SPACE (NET):	10% (3.29 Ac.) *	0% *
MAX. BUILDING COVERAGE:	10%	5.7%
MAX. BUILDING HEIGHT:	35 FT.	< 35 FT.

BLECKER ACQUISITIONS, LP.

PROPOSED RESIDENTIAL DEVELOPMENT

357 GREENWOOD AVENUE,
 UPPER PROVIDENCE TOWNSHIP,
 MONTGOMERY COUNTY,
 PENNSYLVANIA 19426

* DEVELOPER MAY PROVIDE FEE-IN-LIEU AT DISCRETION OF BOARD OF SUPERVISORS

LEGEND

STEEP SLOPES (>15%)

(BASED ON 2" USGS CONTOURS, MEASURED OVER 6" CHANGE IN ELEVATION)

BOHLER ENGINEERING

1600 MANOR DRIVE, SUITE 200
 CHALFONT, PA 18914
 Phone: (215) 996-9100
 Fax: (215) 996-9102
www.BohlerEngineering.com

R.E. KLOS, JR.

PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE NO. PE045479E

SHEET TITLE:
YIELD SKETCH

SHEET NUMBER:
1

REVISION 3 - 02.10.2020

R:\19\PC191289\DRAWINGS\CONCEPT\FIELD SKETCH\REV3\PC191289 SKETCH-3.dwg - LAYOUT 01.DWG



March 17, 2020

File No: 20-02063T

Mr. Geoff Grace, Director of Planning / Zoning Officer
Upper Providence Township
1286 Black Rock Road
P.O. Box 406 Oaks, PA 19456

Reference: 357 Greenwood Avenue Subdivision
Twp. #8002-0360-001 CU – Conditional Use Review
Twp. #8002-0360-002 (T) LD – Tentative Plan Review

Dear Geoff:

In accordance with the Township's request, we have reviewed the Conditional Use and Tentative Plan for the 357 Greenwood Avenue Subdivision. The review consisted of a two (2) standalone sheets, a Flexible Lot Sketch dated January 14, 2020, last revised February 10, 2020, and a Yield Sketch, dated November 25, 2019, last revised February 10, 2020, both prepared by Bohler Engineering. We offer the following comments for your consideration:

General Description

1. The subject tract is made up of two properties; Parcel No. 61-00-02236-00-7 and Parcel No. 61-00-02237-00-6, located along the west side of Greenwood Avenue (State Route 4011) approximately 3,300 feet north of Greenwood Ave and West Main Street intersection. The tract is within the R-1 Residential-Agricultural Zoning District. The total tract area is 34.829 acres gross (34.423 acres net) with the applicant proposing to develop the site with 25 new single-family dwellings and 1 existing dwelling for a total of 26 dwellings. The development is proposed to be served by public water and public sewer.
2. The applicant is requesting a Conditional Use to develop the tract with the Flexible Lot Size provision in the R-1 District (Chapter 182-44.B.).
3. The property has approximately 1,062 feet of frontage on Greenwood Avenue classified as a Feeder road (60' ultimate right-of-way). The plans show an existing 33 feet wide Legal Right-of Way and a widening of the Right-of-Way on the site frontage of Greenwood Avenue to the required Township Ultimate Right-of-Way. The plans at this time show no cartway widening of Greenwood Avenue for the tract frontage.
4. The applicant is proposing access to the proposed development from Greenwood Avenue with a new cul-de-sac residential street with an internal road loop connected to the cul-de-sac residential street. All of the proposed residential lots will be accessed from internal roads except the existing dwelling.

The Following Comments Pertain to the By-Right Plan (Yield Sketch)

- A. Chapter 182-26 Definition and establishment of district.
The site contains Rowland silt loam, terrace, Rt, soils, which are classified as having a frequency of flooding of 1% or greater in Chapter 182. Delineation of the limits of the limits of Floodplain Conservation District shall be shown on the plan. Dwellings shall not be located within the floodplain district.
- B. Chapter 182-129 Steep Slopes District boundaries.
Areas of the site area are classified as Steep Slopes as defined in Chapter 182. Zoning Article XVIII. Steep Slopes Conservation District (SSCD). Proposed dwelling locations shall be revised to avoid the Steep

Slope Conservation District. A Special Exception will be required for yard areas in the SSCD.

- C. Chapter 182-43. Recreation and open space.
Chapter 154-40.2. Open space requirements
Chapter 154-40.3. Physical criteria for open space lands
On the By-Right Plan, no Open Space areas are shown. The areas of open space shall be provided on the plan to fulfill the Ordinance requirements and standards. Compliance with Ordinances cannot be verified. A table of Open Space with areas, environmental constraints per area, and net open space being created to meet ordinance requirement shall be provided.

The Following Comments Pertain to the Conditional Use Plan (Flexible Lot Sketch)

Zoning

1. Chapter 182-5.1 Corner lots.
Consistent setback line requirements shall be shown for Lots 8, 11, and 14. There shall be a minimum of one rear yard and one side yard shown for each corner lot, with applicable setback requirements. The lot owner or developer may designate which yard is the rear yard and which is the side yard.
2. Chapter 182-26.A.(3) Definition and establishment of district.
The site contains Rowland silt loam, terrace, Rt, soils, which are classified as having a frequency of flooding of 1% or greater in Chapter 182. Delineation of the limits of the floodplain Conservation District.
3. Chapter 182-26.C.(2)(a) through (c) Definition and establishment of district.
Changes shall not modify the existing ground cover, contour or terrain within the floodplain limits. Buildings shall be set back a minimum of 20 feet from the floodplain limits. It appears lots 19 through 23 are located in the limits of the Floodplain Conservation District.
4. Chapter 182-28.A.(9.1)(c) Permitted uses.
Any road or driveway located within the Floodplain Conservation District shall be constructed of pervious paving materials in accordance with the provisions of Chapter 154, Subdivision and Land Development. It appears a portion of the proposed cul-de-sac street and the shared driveway for lots 9 and 10 pass through the Rowland silt loam, terrace, Rt, soils. These areas shall be constructed of pervious paving materials.
5. Chapter 182-28.1.P. Prohibited uses.
Stormwater basins, including necessary berms and outfall facilities are prohibited in the Floodplain Conservation District. It appears the stormwater management located in Open Space A and Open Space B are partially within the boundary for the Rowland silt loam, terrace, Rt, soils.
6. Chapter 182-29.C. Special requirements for certain uses.
The grading or regrading of lands located in areas considered the Floodplain Conservation District, including the Rowland silt loam, terrace, Rt, soils, shall comply with this section of the ordinance [items (1) through (10)].
7. Chapter 182-29.D. Special requirements for certain uses.
All subdivision proposals and development proposals containing at least five acres, in identified floodplain areas where BFE data are not available, shall be supported by hydrologic and hydraulic engineering analyses to determine the base flood elevations and floodway information.
8. Chapter 182-43. Recreation and open space amenities.
Where development of a tract of land of at least 15 acres is to be undertaken, the developer shall provide community areas, playgrounds and tot-lots for the comfort and convenience of the prospective residents in this district. No recreational use areas are shown on the plan.

9. Chapter 182-44.D. Flexible lot sizes.
Lot 15 shall have a rear lot setback line of 50 feet shown.
10. Chapter 182-44.G. Flexible lot sizes.
The Applicant shall show the delineation of woods and tree lines on the plan.
11. Chapter 182-44.J.(1)(b) Flexible lot sizes.
Lot 26 as shown fronting on an existing public road shall have a minimum front yard setback of 100 feet.
12. Chapter 182-44.J.(2) Flexible lot sizes.
Where residential development occurs adjacent to existing Greenwood Ave, a fifty-foot landscaped buffer shall be installed along the frontage
13. Chapter 182-129 Steep Slopes District boundaries.
Areas of the site area are classified as Steep Slopes as defined in Chapter 182. Zoning Article XVIII. Steep Slopes Conservation District (SSCD). The Applicant shall revise the areas as shown on the plans as steep slopes, and update the Preserved Open Space Calculations on the Flexible Lot Sketch.
14. Chapter 182-134.A. Special exception uses.
A special exception is required to allow the required yard areas in the Steep Slope Conservation District.
15. Chapter 182-134.C. Special exception uses.
A special exception is required to allow sanitary or storm sewers and impoundment basins in the SSCD.
16. Chapter 182-134.F. Special exception uses.
A special exception is required to allow roads and access driveways in the SSCD.

Subdivision and Land Development

1. Chapter 154-11.E. Tentative sketch plan.
The tentative sketch plan shall show woodland limits and the extent of proposed clearing.
2. Chapter 154-18.C.(3) Streets.
Greenwood Avenue is classified as a feeder road, and should have a minimum pavement width of 38 feet. Greenwood Avenue should be widened along the site frontage to provide a half-width of 19 feet from the roadway centerline.
3. Chapter 154-18.D.(2)(e) Streets.
A cul-de-sac road with an approximate length of 1200 feet is proposed for access to the subdivision. The proposed cul-de-sac road exceeds the maximum length requirement of 600 feet.
4. Chapter 154-18.D.(2)(h) Streets.
A permanent easement for snow removal from the turnaround area of the cul-de-sac shall be provided.
5. Chapter 154-19.A.(3) Driveways.
Provide the required minimum driveway radius of 5 feet at the street line.
6. Chapter 154-21.A.(1) Sidewalk design and construction.
Sidewalks shall be provided along both sides of all streets excepting where, in the opinion of the governing body, they are unnecessary for the public safety and convenience.
7. Chapter 154-22.A. Curbs.
Curbs shall be installed along each side of all new and widened roads.

8. Chapter 154-24.J.(3) Lots.
For the entire length of the common driveway for Lots 9 and 10, legal guarantees and cross easements shall be recorded, assuring perpetual maintenance and right of passage by both parties.
9. Chapter 154-27 Drainage and Chapter 150 Stormwater Management:
 - a. Chapter 150-11.D.(3) Detention facility design.
Unless permitted by the conditions of §182-28.1.B., detention basins shall not be located within areas of floodplain or alluvial soils. It appears the stormwater management locations are shown in areas of Rowland silt loam, terrace, Rt, soils.
10. Chapter 154-28.B.(5)(a) Reserve strips, rights-of-way, easements and utility construction.
A 50 feet wide drainage easement shall be provided along natural watercourses shown on the plan
11. Chapter 154-28.B.(5)(b) Reserve strips, rights-of-way, easements and utility construction.
A minimum easement width of 25 feet shall be required for all storm drainage systems and sanitary sewer systems which are located outside of the public right-of-way and wherever storm drainage is collected in swales and ditches. An additional five feet of easement width shall be required for each additional utility which is placed within the easement area.
12. Chapter 154-40.3.K Physical criteria for open space lands.
Fifty percent of the dry ground recreational use area shall not exceed 2% finished grade; the Board of Supervisors may agree to waive this requirement in cases of exceptional topography, watercourses and tree coverage. No recreational use areas are shown on the plan.
13. Chapter 154-40.3.O. Physical criteria for open space lands.
Areas defined as open space or recreation sites shall not contain stormwater management facilities, unless those facilities are directly related to a recreation use.
14. Chapter 154-40.4.B. Improvement requirements for open space lands.
At least one accessway shall be provided to each open space area which shall be sufficiently wide so that maintenance equipment shall have reasonably convenient access to said area.
15. Chapter 154-40.4.D. Improvement requirements for open space lands.
Recreational facilities shall be provided in the open space area(s) to service the needs of the residents of the development for which the area(s) is being set aside. No recreational use areas are shown on the plan.
16. Chapter 154-40.5.A. Ownership and maintenance provisions for open space lands.
All land set aside for open space and recreational purposes shall first be offered for dedication to the Township for public use.

Additional Comments

1. Documentation pertaining to the on-site wetland and stream investigation conducted shall be submitted for review. The plans should indicate if there are any regulated water courses on the tract. Documentation submitted shall be signed and sealed by the person that prepared the report.
2. All applicable Upper Providence Township standard details shall be included on the plans at the time of the Preliminary Plan submission.
3. Revise the note above the Preservation of Open Space Calculation to reference §154-40.3.K.
4. Please clarify what appears to be a structure straddling the proposed lot line between Lots 25 and 26.
5. The proposed project is within the Township required Pollution Reduction Plan area for sediment reduction. The proposed final development shall reduce, not add, to the Township's sediment reduction requirements under the MS4 guidelines. Provide calculations to demonstrate compliance.

6. The proposed water main extension and sewer extension to the property shall consider public water and sewer provisions for all adjacent properties not currently connected to public water or sewer.
7. Provisions should be made for pedestrian access to a future trail located south of the property in the PECO right-of-way.

Permits and Approvals

1. PADEP planning module approval or exemption will be required for the project.
2. The applicant will be required to obtain sanitary sewer capacity for the project from the Lower Perkiomen Valley Regional Sewer Authority and Upper Providence Township.
3. The applicant will be required to obtain approval from the PA American Water Company and the Township Fire Marshal for approval of the public water extension to the project site.
4. The MCCD must approve the Erosion and Sedimentation Control Plans, the Post Construction Stormwater Management Plans, and issue a NPDES Permit for the project.
5. PADEP permitting will be required for the proposed wetland crossings and wetland disturbance.

The above comments are made with the understanding that all existing features and topography are accurately represented on the plans, and that all designs, calculations and surveys are accurate and have been prepared in accordance with the current laws, regulations and currently accepted Professional Land Surveying and Engineering practices.

Should you have any questions please contact our office.

Very truly yours,



William K. Dingman, P.E.
Gilmore & Associates, Inc.

- cc: Board of Supervisors (internally distributed by the Township)
Planning Commission (internally distributed by the Township)
Timothy J. Tieperman, Township Manager (email)
Bryan Bortnichak – Assistant Township Manager (email)
Joseph Bresnan, Esquire – Township Solicitor (email)
Casey A. Moore, P.E., McMahon Associates (email)
Kevin Chavous, Montgomery County Planning Commission
Christopher R. Canavan, Applicant, Blecker Acquisitions, L.P., (email)
J. Edward Mullin, Esquire (Applicant's Attorney) (email)
Ron E. Klos, Jr., P.E., Bohler Engineering (email)

MEMORANDUM



GRACE PLANNING
ASSOCIATES
PO BOX 655 OAKS PA 19456
484.390.5200
GGRACE.AICP@GMAIL.COM

FILE: 357 Greenwood Avenue
#05010-0351-0001 CU / #05010-0351-0002 (T) LD

SUBJECT: Conditional Use and Tentative Plan Review

FROM: Geoffrey Grace, AICP
GRACE PLANNING ASSOCIATES
ZONING OFFICER / DIRECTOR OF PLANNING,
TOWNSHIP OF UPPER PROVIDENCE

DATE: April 9, 2020

The following should be noted concerning the submission of a plan proposing the use of the Flex Lot option within the R-1 Zoning District to create fourteen lots for single family detached homes. Parcel numbers 61-00-02236-00-7 and 61-00-02237-00-6, is located on Greenwood Avenue, north of the intersection of Greenwood and Main Street:

1. The subject parcel is currently within the R-1, Residential Agricultural District.
2. This proposed use of the flex lot option on a parcel less than 35 acres requires a conditional use, per the requirements outlined within § 182-44.B; the parcels combine to a total of 34.423 acres net developable area.
3. This review is based on a “Yield Sketch” (dated November 25, 2019 and last revised February 10, 2020) and a “Tentative Sketch Plan” (Dated January 14, 2020 and last revised February 10, 2020), both drawn by Bohler Engineering.

Conditional Use Plan

4. Per § 182-44.B the flex lot option may be used by a developer with a tract with less than 35 acres if that developer obtains a conditional use approval from the Board of Supervisors. As well as meeting the procedures outlined within § 182-204 (see comment #5), the applicant must show that one or more of the following ordinance criteria are met:
 - a. That a significant portion of the tract contains natural features (as in, but not limited to, floodplains, wetlands, steep slopes, etc.) which would be lost under traditional lot development [ref.: § 182-44.B.(1)].
 - b. Open space preserved through the flex lot option would preserve one of the properties identified in the Township’s Open Space Plan [ref.: § 182-44.B.(2)]. Please note that this parcel has not been shown on any Township Open Space or the 2010 Comprehensive Plan Update, or the Township’s currently adopted Official Map as a parcel for preservation.
 - c. The homestead on the parcel is considered a historic farmstead and would be preserved and reused through the use of the flex lot option [ref.: § 182-44.B.(3)]. Please note, plans submitted show the existing home being retained.





- d. The use of the flex lot option would better achieve the Township’s goal for maintaining rural character than development under the base R-1 guidelines [ref.: § 182-44.B.(4)].
- 5. Conditional Use requirements are outlined within § 182-204 and require that during a public hearing the applicant prove that the proposed conditional use:
 - a. will not adversely affect the public interest;
 - b. the proposed development complies with the intent of the Zoning; and
 - c. the health, safety, and welfare are being protected.
- 6. Section 182-44.G requires the submission of a plan to establish the number of developable lots under the base R-1 Zoning. The applicant’s submitted by-right plan is drawn to the required standards of a tentative sketch plan and accurately shows that under the base R-1 zoning, 26 lots would be the maximum number of developable lots. From my standpoint, the applicant has met the requirement as outlined within the Zoning Ordinance and for application of the conditional use option.

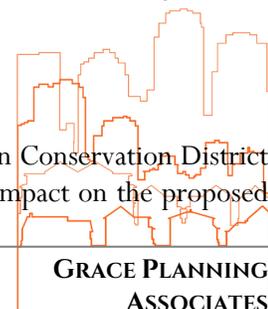
The applicant should be prepared to give testimony and evidence to the outlined requirements and details regarding the yield plan at both the Planning Commission for their recommendation on the Conditional Use and the Board of Supervisors at the Conditional Use Hearing.

Tentative Plan / Subdivision and Land Development Ordinance Compliance Review

- 7. Once established by Montgomery County Planning Commission all plan submissions should include the MCPC File Number, as required by § 154-11.K and § 154-14.M.
- 8. As required by § 154-21, sidewalks are to be installed along all new or improved streets. Submitted plans do not show internal sidewalks or along the Greenwood Avenue frontage. Plans should be revised to include sidewalks at the preliminary plan stage, if such a plan is submitted.
- 9. As required by § 154-22, curb is to be installed along all new and widened roads. Submitted plans are not clear as to the future installation of curb. At the preliminary plan, if such a plan is submitted, the future installation of curbing should be clarified or the applicant may ask for a waiver from this requirement.
- 10. Acknowledging that landscaping is not normally shown or reviewed at this early stage of land development review, if a preliminary plan is submitted, landscaping details and notes should be included. Any landscape plan should include the notes and details required within § 154-12.G. Proposed landscaping shall meet the requirements for street trees within § 154-36.C, buffer planting requirements detailed within § 154-36.D, and all proposed plant material shall be taken from the recommended plant lists included in the *Upper Providence Engineering and Construction Improvement Standards and Improvement Procedures*.

Tentative Plan / Zoning Ordinance Compliance Review

- 11. The submitted plans show significant areas within the Township’s Floodplain Conservation District (ref.: Article III, §182-25 through 182-38), these areas may have significant impact on the proposed





development and require specific relief from regulations within that Article. If the plans are further refined, the applicant will need to identify the extent of the relief necessary and obtain that relief from the Township’s Zoning Hearing Board.

- 12. *Section 182-43* requires that any open space area shall be usable open space and will be governed by those regulations outlined within Article IVA, Open Space and Recreational Facilities, Chapter 154, Subdivision and Land Development Ordinance (SALDO). At the preliminary plan stage, the applicant should demonstrate compliance with the requirements outlined in Article IVA of the SALDO.
- 13. Acknowledging that landscaping is not formally reviewed until the preliminary plan stage, the application should show a buffer along Greenwood Avenue, as required by § 182-44.J.(2), if such a plan is submitted.

If there are any questions about this memo, please contact me at 610-933-9179, extension 162 or at the information listed on the first page of this memo.

- cc: (via email unless otherwise noted)
- Township of Upper Providence Board of Supervisors
 - Timothy Tieperman, Township Manager
 - Bryan Bortnichak, Assistant Township Manager
 - Joseph E. Bresnan, Township Solicitor
 - Bill Dingman, P.E., Township Engineer
 - Casey Moore, P.E., Traffic Engineer
 - J. Edmund Mullin, Esq., Applicant’s Attorney
 - Christopher Canavan, WB homes
 - Ronald E. Klos, P.E., Bohler Engineering, Applicant’s Engineer





McMAHON ASSOCIATES, INC.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
p 215-283-9444 | f 215-283-9446

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
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Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

March 9, 2020

Mr. Geoffrey Grace
Director of Planning and Zoning
Upper Providence Township
P.O. Box 406
Oaks, PA 19456

RE: **Traffic Engineering Review #1 – Flexible-Lotting Sketch Plan**
Proposed Residential Development (357 Greenwood Avenue)
Upper Providence Township, Montgomery County, PA
McMahon Project No. 820168.11
Township Escrow No. 360

Dear Geoff:

As requested, on behalf of Upper Providence Township, McMahon Associates, Inc. has completed a traffic engineering review of the proposed residential development to be located at 357 Greenwood Avenue in Upper Providence Township, Montgomery County, PA. It is our understanding that the proposed development will consist of 25 single-family homes (lots 1 to 25), in addition to the existing single-family home on lot 26. The applicant has produced a Yield Plan to show that they desire to develop those same number of R-1 residential lots by conditional use with flexible lot sizes that will provide smaller lots with more open space. Access to lots 1 to 25 will be provided via a proposed roadway connection to Greenwood Avenue while access to lot 26 will continue to be provided via the existing driveway connection to Greenwood Avenue.

The following documents were reviewed in preparation of our review:

- Flexible Lotting Sketch Plan for Blecker Acquisitions, L.P., prepared by Bohler Engineering, last revised February 10, 2020.
- Yield Sketch Plan for Blecker Acquisitions, L.P., prepared by Bohler Engineering, last revised February 10, 2020.

Based on our review of the submitted documents noted above, McMahon offers the following comments for consideration by the Township and action by the applicant:

1. According to the Township's Roadway Sufficiency Analysis, the proposed development is located in Transportation Service Area Two, which has a corresponding impact fee of \$2,766.02 per "new" weekday afternoon peak hour trip and the applicant will be required to pay a Transportation Impact Fee in accordance with the Township's Transportation Impact Fee Ordinance. Based on Land Use Code 210 (Single-Family Detached Housing) in the Institute of Transportation Engineers publication, **Trip Generation**, Tenth Edition, the proposed 25 single-family homes will generate approximately 27 total "new" trips during the weekday afternoon peak hour, resulting in a **transportation impact fee of \$74,682.54.**

2. A transportation impact assessment is recommended to be submitted in conjunction with this application. The applicant, or their traffic engineer, should contact our office to discuss the scope of that study. Minimally, the transportation impact assessment should include an analysis of the weekday morning and weekday afternoon commuter peak hours for existing traffic conditions, as well as opening year conditions, both without and with the proposed development, at the proposed site access roadway intersection with Greenwood Avenue and the following off-site intersections:
 - West Main Street (S.R. 4031) and Greenwood Avenue
 - Greenwood Avenue and Wartman Road

Mitigation improvements, as applicable, to address levels-of-service and queuing issues and degradation should be provided as recommendations in the traffic study.

3. Sight distance measurements for the proposed roadway connection to Greenwood Avenue and the existing driveway to lot 26 must be shown on the plan and be in accordance with **Section 154-19.B(1)** of the **Subdivision and Land Development Ordinance.**

4. A clear sight triangle must be shown on the plan at the intersection of Greenwood Avenue and the proposed roadway connection as required in **Section 154-18.G(5)** of the **Subdivision and Land Development Ordinance.**

5. A note should be added to any formal land development plan submission stating that the area between the existing right-of-way and ultimate right-of-way will be offered for future taking and dedication to the authority having jurisdiction over the road as required in **Section 154-18.E(3)** of the **Subdivision and Land Development Ordinance.**

6. The cartway width along the proposed roads should be clearly labeled on the plan and be in accordance with **Section 154-18.C(4)** of the **Subdivision and Land Development Ordinance.** The new internal road system must also be of sufficient width to allow parking on both sides of the road, and if not wide enough will be restricted with signing to only allow on-street parking on one side of the road. Furthermore, sidewalk along both sides of the internal road network to the subdivision must fit within the proposed right-of-way.

7. According to **Section 154-18.C(3)** of the **Subdivision and Land Development Ordinance**, Greenwood Avenue should have a minimum cartway width of 38 feet. The plan shows an approximate 24-foot cartway width along the Greenwood Avenue site frontage, thereby not satisfying the ordinance requirement. Greenwood Avenue should be widened along the site frontage to provide a half-width width of 19 feet from centerline, or a waiver needs to be requested from this ordinance requirement. We recommend to the Township and applicant, that at a minimum, the Greenwood Avenue half-width be widened to match the half-width widening for the development located to the south near Knoll Road.

8. According to **Section 154-21.A** of the **Subdivision and Land Development Ordinance**, sidewalk should be provided along the site frontage of Greenwood Avenue. The plan currently does not show sidewalk along the site frontage of Greenwood Avenue, thereby not satisfying the ordinance requirement. Sidewalk should then be shown on the plan along the entire site frontage of Greenwood Avenue, or a waiver will need to be requested from the Supervisors on this ordinance requirement. In any event, it is recommended that the grading be revised to accommodate a potential 4.5-ft. grass buffer and 5-ft. sidewalk along the frontage in the future if sidewalk is not provided during land development. Accordingly, ensure that any site amenities/structures are not situated in this area so as to not impede the future sidewalk and buffer possibility. The Township Board should then consider a fee, in lieu of sidewalk installation should the waiver be requested by the applicant and granted the Township Board.

9. Narrow and variable shoulders currently existing along both sides of Greenwood Avenue. A minimum 5 ft. shoulder, which would allow for on-road bicyclists through the corridor, should be maintained/provided along the site frontage as the project moves forward with more detailed plans (i.e., provide similar width to the widening done along Providence Knoll to the south).

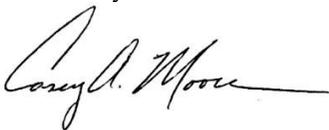
10. Sidewalk should be shown on the plan along the interior roads as required by **Section 154-21.A** of the **Subdivision and Land Development Ordinance**.

11. According to **Section 154-22.A** of the **Subdivision and Land Development Ordinance**, curbing should be provided along the site frontage of Greenwood Avenue. The plan currently does not show curbing along the site frontage of Greenwood Avenue, thereby not satisfying the ordinance requirement. Curbing is recommended and preferred to be shown on the plan along the Greenwood Avenue site frontage similar to curbing provided along the frontage of Providence Knoll, or otherwise it will need to be demonstrated that any post-development flow and roadway stormwater runoff can be accommodated/controlled through the use of swales, trenches, cross-driveway pipes, etc. If curbing is not provided, a waiver needs to be requested from this ordinance requirement. We note for the Township Board, that curbing is currently located along the site frontage of the adjacent property to the south of the site; however, there is no curbing provided along the site frontage of the adjacent property to the north of the site.

12. The curb radii should be labeled on the plan at the intersection of Greenwood Avenue and the proposed road and meet requirements in **Section 154-18.G(8)** of the **Subdivision and Land Development Ordinance**.
13. Truck turning and emergency vehicle turning templates should be provided with future submissions demonstrating the ability of trash trucks, the largest anticipated design vehicle (e.g. AASHTO WB-50 or WB-62), as well as emergency vehicles (dimensions obtained from the Township Fire Marshall), to maneuver into and out of the proposed development and entirely through the site.
14. A "Stop" sign and "Stop" bar should be shown on the plan on the proposed roadway approach to Greenwood Avenue.
15. The plans indicate that some stormwater improvements appear to be proposed on the south end of the property that include improvements to a culvert crossing Greenwood Avenue. Detailed engineering information must be provided at the time of land development submission for review, including how temporary construction and other easements or rights-of-way will be secured from neighboring properties.
16. A more detailed review of the site will be conducted as the project moves forward through a detailed land development process. Additional comments may be raised at that point, including design and stormwater items relative to the road and pedestrian network, etc.
17. Based on our review, the applicant should address the aforementioned comments, and provide revised plans to the Township and our office for further review and approval recommendations. **The applicant's engineer must provide a response letter that describes how each specific review comment has been addressed, where each can be found in the plan set or materials, as opposed to general responses.** This will aid in the detailed review and subsequent review timeframes.

We trust that this review letter responds to your request and satisfactorily addresses the traffic issues that are related to the proposed development apparent to us at this time. If you or the Township have any questions, or require clarification, please contact me at 215.283.9444 or Anthony Valencia, Project Manager, at 610.594.9995.

Sincerely,



Casey A. Moore, P.E.

Executive Vice President – Corporate Operations

Mr. Geoffrey Grace

March 9, 2020

Page 5

CAM/BMJ/AV

cc: Bryan Bortnichak – Assistant Township Manager
Bill Dingman, P.E. – Township Engineer
Joseph Bresnan, Esquire – Township Solicitor
Board of Supervisors (internally distributed by the Township)
Planning Commission (internally distributed by the Township)
Kevin Chavous – Montgomery County Planning Commission
Ron Klos, P.E. – Bohler Engineering

\\extfs\mcm\eng\UPPERPR1\820168 - 357 Greenwood Avenue Subdivision\Reviews\2020-02-14 - Cond. Use Application_Tentative Sketch Plan\Review\2020-03-09 - 357 Greenwood Ave
McMahon Review Letter 1.docx

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JOHN S. COVER, AICP
INTERIM EXECUTIVE DIRECTOR

March 12, 2020

Mr. Geoffrey Grace, Director of Planning and Zoning
Upper Providence Township
1286 Black Rock Road
Oaks, PA 19456-0406

Re: MCPC # 20-0040-001
Plan Name: 357 Greenwood Avenue Subdivision
(2 lots comprised of an approximate net tract area of 34.423 acres)
Situate: 357 Greenwood Avenue
Upper Providence Township

Dear Mr. Grace:

We have reviewed the above-referenced subdivision and land development plan with the related conditional use request in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on February 14, 2020. We forward this letter as a report of our review.

BACKGROUND

The applicant, Blecker Acquisition, LP, proposes to preserve an existing historic home called the Matthias Custer House and to build an additional twenty-five single family homes resulting in a total of 26 single family home lots. The two existing lots for the proposed development project have an approximate net tract area of 34.423 acres and are zoned as R-1 Residential-Agricultural. If the conditional use is granted to allow for flexible lotting, approximately 11 acres would be preserved as gross open space and approximately 23 acres would be impacted by development.

The proposed flexible lotting sketch indicates 26 lots for single family homes, including a proposed lot for the existing historic home. The plan also includes a new roadway and depicts where proposed stormwater management areas would be located. Existing steep slopes, waters, and wetlands are also depicted on the plan.

Currently, the property contains the historic Matthias Custer House, a two-and-a-half story Federal Style home, and a nearby pond in the southeastern corner of the property close to Greenwood Avenue. Two tributaries cut through the property from north to south and then run along the southern property boundary eastward and beneath Greenwood Avenue. The remainder of the land is a mixture of wooded areas, open fields, wetlands, and some steep slopes associated with the tributaries.

Large agricultural properties with minimal development abut the property along its northern boundaries. A handful of larger lot single family homes face the property from across Greenwood Avenue to the east. A newer development with single family homes on smaller lots adjoins the property's southern boundary. The general



vicinity is made up of a similar mix of land use types with the exception of existing commercial development clustered around the intersection of E. Ridge Pike and S. Township Line Road, approximately three-quarters of a mile from the subject property as the crow flies.

COMPREHENSIVE PLAN COMPLIANCE

While the proposal is generally consistent with the 2010 Upper Providence Comprehensive Plan, the Montgomery County Planning Commission (MCPC) recommends following our comments below in order to improve the proposal's consistency with Goal 1 Community Character (connection of neighborhoods to parks and other public facilities through trails and sidewalks), Goal 3 Natural Features and Resources (preserve woodlands, stream valleys, and riparian buffers), Goal 4 Historic and Archaeological Resource Protection (encourage preservation of farmhouses, barns, and other structures), and Goal 8 Recreation and Open Space (provide adequate active and passive recreational opportunities).

The proposal is also generally consistent with the county's comprehensive plan, *Montco 2020: A Shared Vision*, which promotes the following three main themes: connected communities, sustainable places, and vibrant economy. This proposed project would contribute to a "vibrant economy" through its real estate investment. By following the recommendations below, the proposed project would better respond to the goals detailed in the plan for "connected communities" and "sustainable places."

RECOMMENDATION

The MCPC generally supports the applicant's proposal, however, in the course of our review we have identified the following issues that the applicant and Upper Providence Township may wish to consider prior to final plan approval. Our comments are as follows:

REVIEW COMMENTS

ZONING

A. Flexible Lot Sizes

1. Section 182-44 of the Upper Providence Zoning code addresses the intent and requirements for the allowance of flexible lot sizes.
 - a. Upon reviewing the "Flexible Lotting Sketch" prepared by Bohler Engineering dated February 10, 2020, the proposed plan appears to meet both the intent and requirements of this particular section of the zoning code.
 - i. Section 182-44.B states that "flexible lotting may be permitted on tracts smaller than 35 acres as a conditional use when approved by the Board of Supervisors" if certain criteria are met. In the case of this particular proposal, flexible lotting would better allow for the preservation of existing natural features on the property as well as preserve an historic farmstead. MCPC supports the flexible lotting approach so that existing trees, riparian

vegetation, wetlands, and streams may be preserved to the greatest extent possible.

- ii. We would like to offer one recommendation with regard to the proposed lotting and that is to provide a slightly altered and slightly larger lot size for the historic homestead, to provide more of a buffer and preserve a slightly larger landscape context for this historic property. Please see the attached "Sketch with MCPC Recommendations" for the recommended lot configuration.

OPEN SPACE

A. Chapter 182. Zoning

1. Section 182-43 of the Upper Providence Zoning code identifies requirements of recreation and open space amenities for developments on tract sizes that are greater than 15 acres. As the proposal is developed in more detail, the applicant should note the following:
 - a. The developer "shall provide community areas, playground and tot-lots for the comfort and convenience of the prospective residents..."
 - b. The developer "shall provide at least 10% of the total site area as usable open space."
2. Section 182-44.F of the Upper Providence Zoning code states that "an open space area of not less than 20% of the gross land area of the entire tract shall be provided."

B. Chapter 154. Subdivision and Land Development

1. Article IVA of Chapter 154 specifies the general purpose and intent along with the requirements for open space and recreational facilities. In particular, the applicant should keep in mind the following requirements for open space as the proposal is developed in more detail:
 - a. Open space shall be conveniently accessible to residents.
 - b. Open space shall be located and designed so that it does not present a barrier to persons with disabilities, older people or those with strollers.
 - c. Open space shall be fully usable and suitable for its purpose.
 - d. Open space shall be usable for passive and/or active recreation.
 - e. Open space shall have safe and easy access.
 - f. Open space shall not contain stormwater management facilities.
 - g. At least one accessway shall be provided to each open space area.
2. Preserved Open Space Calculations: On the submitted Flexible Lotting Sketch, there is a table with the open space calculations. One of the types of areas shown as subtracted from the gross open space of each area is noted as "basin areas." We are unclear as to what exactly is meant to be defined as a "basin area" so we would like to ensure that these calculations are subtracting the full detention basin area that would be constructed for stormwater management purposes and not just subtracting the bottom area of the basin.
3. Recommendations for Design of Open Space: In keeping with the intent and requirements as outlined in Chapters 154 and 182, we have provided some general recommendations for how the open space could be designed. Please see the attached "Sketch with MCPC Recommendations" for where paths and usable open space areas could be located.

PEDESTRIAN AND BICYCLE CONNECTIVITY

A. Sidewalk Connection to Knoll Drive

1. In addition to sidewalks along both sides of the proposed internal road and paths through the open space areas on the property, we recommend that a sidewalk be constructed along the west side of Greenwood Avenue, between the proposed development and Knoll Drive to the south. The addition of this sidewalk would enable residents who cannot drive or do not wish to drive, to safely access the commercial development to the southwest by foot or bicycle. It is possible that a sidewalk along this stretch may or may not fall within the ultimate roadway right-of-way. In the case that it would not, an easement would need to be obtained from the property located at the corner of Greenwood Avenue and Knoll Drive.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal although we believe that the revisions recommended in this letter would better achieve Upper Providence Township's planning objectives as outlined in the 2010 Upper Providence Comprehensive Plan and as required by Upper Providence Township's code.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number 20-0040-001 on any plans submitted for final recording.

Sincerely,



Ellen Miramontes, PLA, Trails and Open Space Planner II
emiramontes@montcopa.org – 610-278-3486

- c: Christopher Canavan, Blecker Acquisition, LP, Applicant
Timothy Tieperman, Upper Providence Township Manager
William Dingman, Gilmore & Associates, Upper Providence Township Engineer
Christopher Caggiano, Chair, Upper Providence Planning Commission
Jessica Buck, District Manager, Montgomery County Conservation District

Attachments: Aerial Photograph (1)
Site Plan (2)
Sketch with MCPC Recommendations (3)



357 Greenwood Avenue Subdivision
MCPC #200040001

Montgomery
County
Planning
Commission
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Year 2017 aerial photography provided by Pictometry



