



Whitemarsh TOWNSHIP

616 GERMANTOWN PIKE – LAFAYETTE HILL, PA 19444-1821
TEL: 610-825-3535 FAX: 610-825-9416
www.whitemarshtwp.org

BOARD of SUPERVISORS

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WHITEMARSH TOWNSHIP PLANNING COMMISSION

MEETING OF AUGUST 25, 2020 6:00 PM

ZOOM MEETING PARTICIPATION INFORMATION

The Whitemarsh Township Planning Commission will hold its monthly meeting on Tuesday, August 25, 2020 at 6:00 p.m. In response to the COVID 19 health pandemic, and to promote social distancing, this meeting will be conducted via ZOOM. Members of the Commission, staff and public will participate remotely. The public may join this meeting by either telephone using the dial in number or entering the URL on an internet browser. Below you will find instructions on how to access and participate in the meeting:

- **Meeting Date:** Tuesday, August 25, 2020
- **Meeting Time:** 6:00 PM
- **Meeting URL:** <https://us02web.zoom.us/j/86764912048?pwd=UnhYSigyT0l4Lys5Smpwa3crd0xYZz09>
- **Meeting via Zoom App:** if you have the Zoom App on your smartphone, tablet, or computer, open the program, click “join a meeting” and enter the Meeting ID: 867 6491 2048
- **Meeting dial in number (no video):** 1-646-558-8656
- **Meeting ID number (to be entered when prompted):** 867 6491 2048
- **Meeting Password:** 774952

Public comment may be submitted via email to the Township Director of Planning and Zoning, Charlie Guttenplan at cguttenplan@whitemarshtwp.org no later than noon (12:00 PM) on August 24, 2020. Public comment will also be accepted during the meeting; instructions will be provided at the start of the meeting. In both cases you will need to provide your name and address for the record.

Persons with a disability who wish to participate in the meeting and require an auxiliary aid, service or other accommodation to participate in the meeting should contact Whitemarsh Township at 484-594-2625.

“A GREAT PLACE TO LIVE AND WORK”

**WHITEMARSH TOWNSHIP
PLANNING COMMISSION MEETING AGENDA
AUGUST 11, 2020
6:00 PM**

**DUE TO THE COVID-19 PANDEMIC, THIS MEETING WILL BE CONDUCTED
VIA THE INTERNET USING 'ZOOM' TELECOMMUNICATION TECHNOLOGY**

DAMBMAN ___ DORAN ___ CORNOG ___ GLANTZ PATCHEN ___ QUITEL ___
SHAW-FINK ___ SHULA ___
MANUELE (BOS) ___ GUTTENPLAN ___ HEINRICH ___ SANDER ___

1. CALL TO ORDER

2. ANNOUNCEMENTS & CORRESPONDENCE

- In accordance with PA Act 15, meeting via Zoom was advertised in the Times Herald on August 20, 2020.
- The September 8, 2020 meeting is cancelled.

3. APPROVAL OF MINUTES

- August 11, 2020

4. ZONING HEARING BOARD APPEALS (None)

5. CONDITIONAL USE APPLICATIONS

- Review CU#02-20 Dhaval Shah, 505 ½ Germantown Pike, Lafayette Hill, PA
Dental Office Use in VC-1 District

6. SUBDIVISION &/OR LAND DEVELOPMENT APPLICATIONS (None)

7. OLD BUSINESS

- Comprehensive Plan Selective Update
Discussion of Reviews; Next Steps

8. NEW BUSINESS

9. PLANNING COMMISSION MEMBER COMMENTS

10. PUBLIC COMMENT FOR NON-AGENDA ITEMS

11. ADJOURNMENT

TENTATIVE NEXT MEETING
September 22, 2020 at 6:00 P.M.

- Review (continued) SLD #05-14; 901 Washington Partners, LP/901 Washington Street
Revised Preliminary Plan; 62 Townhomes

PUBLIC PARTICIPATION INFORMATION

1. Public meetings of the Commission shall follow a prescribed agenda, which will be available to the general public no later than the Friday preceding the meeting.
2. If members of the public wish the Commission to address a specific item at a public meeting, a written request to the Staff Liaison shall be submitted at least one week before the meeting. The written request shall specify the item or items the individual desires to be addressed.
3. The Commission may consider other matters for the agenda as they see fit.
4. The Commission will entertain Public Comment at the conclusion of the discussion of the item and prior to specific action on the item during the meeting, at the discretion of the Chair. Individuals must advise the Chair of their desire to offer such comment.
5. A Public Comment period will be provided at the conclusion of a meeting for input on any new subject.
6. The Commission Chair shall preside over Public Comments and may within their discretion:
 - a. Recognize individuals wishing to offer comment.
 - b. Require identification of such persons.
 - c. Allocate total available Public Comment time among all individuals wishing to comment.
 - d. Allocate up to a five (5) minute maximum for each individual to offer Public Comment at a meeting, Township Staff shall time comments and shall announce, "one minute remaining" and "time expired" to the Chair.
 - e. Rule out of order scandalous, impertinent and redundant comment or any comment the discernible purpose of which is to disrupt or prevent the conduct of the business of the meeting including the questioning of, or polling of, or debating with, individual members of the Commission.

WHITEMARSH TOWNSHIP

TO: PLANNING COMMISSION
FROM: Charles L. Guttenplan, AICP, Director of Planning and Zoning
SUBJECT: MATERIAL FOR AUGUST 25, 2020 ZOOM MEETING
DATE: AUGUST 20, 2020
CC: Vincent Manuele, BOS Liaison
Richard L. Mellor, Jr., Township Manager
Krista Heinrich, PE, Township Engineer's Office
Dave Sander, Esq., Township Solicitor



In addition to minutes from the August 11, 2020 Zoom meeting, there are two agenda items for the August 25th meeting; this meeting will also be conducted using Zoom telecommunication technology due to the COVID-19 pandemic.

The first agenda item is CU #02-20, a Conditional Use application for Dhaval Shah to use the property at 505½ Germantown Pike as a dental office. Dr. Shah has purchased this building to use for this purpose. A dental office is a conditional use in the VC-1 District, in which the property is located. Enclosed is the Conditional Use application and supporting documents, as well as a review from the Fire Marshal and my zoning compliance review. This is on the agenda for a recommendation to be made to the Board of Supervisors; they will hold a public hearing on this application on September 10, 2020.

The second item on the agenda is a discussion of the review comments received for the May 2020 draft of the Comprehensive Plan Selective Update, and a determination of next steps. Review requests were sent to the Montgomery County Planning Commission, all surrounding municipalities, the Colonial School District, and the PA State Historic Preservation Office. We received comments back from Montgomery County Planning Commission, Plymouth Township, and the PA State Historic Preservation Office. All of these reviews are enclosed. In the case of the County Planning Commission review, it refers back to some points in its review of the 2019 draft, so that review is also included. I have shared the County's latest review with Kimberly Baptiste of **Bergmann** and she has provided her comments in an e-mail to me; that is also enclosed. Finally, we have comments back from the Township's Open Space Committee. As a reminder, the 2020 draft Plan Update can be found on the Township's website at <http://www.whitemarshstp.org/CompPlanUpdate2020>.

If you have any questions prior to the meeting, please feel free to get in touch with me (cguttenplan@whitemarshstp.org or 484-594-2625). If any member is unable to participate in the meeting, please send an e-mail to Bob Dambman (rdambman@gmail.com) and copy me. I look forward to 'seeing' you all at the meeting.

Enclosures

**MINUTES
PLANNING COMMISSION
ZOOM MEETING
AUGUST 11, 2020**

Attendees/Participants: Dave Shula, Sherri Glantz Patchen, Patrick Doran, Bob Dambman, Scott Quitel, Charlie Guttenplan, AICP, Director of Planning and Zoning, Krista Heinrich (Township Engineer's office), Vince Manuele (BOS Liaison), and Dave Sander, Esq. (Township Solicitor's office)

1. CALL TO ORDER: 6:03 PM by Chair Dambman

2. ANNOUNCEMENTS & CORRESPONDENCE

Announcements:

- Act 15 requires advertising Zoom meetings 5 days in advance. This meeting was published in the Times Herald on August 6, 2020.
- Chair Dambman stated the 5 minute maximum for each individual to offer public comment will be enforced.

3. APPROVAL OF MINUTES

- On a motion by Ms. Patchen seconded by Mr. Doran, the Planning Commission moved to approve the July 28, 2020 meeting minutes as amended. Vote 4-0

4. ZONING HEARING BOARD APPEALS: None

5. CONDITIONAL USE APPLICATIONS: None

6. SUBDIVISION &/OR LAND DEVELOPMENT APPLICATIONS:

- Review (continued) SLD#02-19 Argos Associates/Adelphia Land Associates/
Polergodom Group, Ltd., "Longfield Farm" Butler Pike, Ambler, PA;
Preliminary Plan; 58 Townhomes

Attendees: Robert Downs, Owner's Representative; Caroline Edwards, Esquire, Attorney; Richard Collier, FAICP, Planner; David Cavanaugh, RLA, Landscape Architect; Robert Irick, RLA, Landscape Architect, Estelle Eberhardt, P.E., Engineer; and Brian Keaveney, P.E. Traffic/Transportation Engineer

Ms. Edwards commented they are seeking a recommendation for plan approval; you will see they addressed all the issues that were raised the last time.

Mr. Collier provided a PowerPoint presentation. He stated they spent a lot of time going through the comments they received from various review letters from Mr. Guttenplan, Gilmore & Associates, Heinrich & Klein, the Fire Marshal (there were no comments) and the County Planning Commission. Mr. Collier recapped the items and their status; as of the last meeting, there were 21 open items that were noted for further investigation and/or discussion that included contact with the County, PennDot, and the Township Engineer. Since then, 18 items have been resolved and 3 items are in process and moving to satisfactory resolution with the Township Engineer, Montgomery County and PennDot. An updated waiver request letter (8/7/2020) was provided to the Township that recapped all the waivers that had been requested including the removal of a partial waiver for the installation of a sidewalk along Skippack Pike since the portion east of the access drive is to be installed, and a waiver added to permit concrete sidewalk widths at 4'; asphalt paths to be 6' as the category determined not "high pedestrian density". A new landscape plan was presented with updated numbers on all of the required landscape components – street trees,

parking lot trees, basin landscaping, and tree replacement. The code requirements for all landscape categories are met, including the full complement of replacement trees. Additionally, predominantly native plant materials are proposed; they have allowed for appropriate horticulture, including growth/form, layering (shade trees, flowering/understory trees, shrubs, ground layer), and seasonal interest to achieve a high quality of landscape with high habitat value. Finally, they met with the Shade Tree Commission on 8/4/2020 and received approval for replacement trees of which there are 330 trees and tree equivalents with 20 additional shade trees to be added for increased canopy.

Mr. Cavanaugh pointed out the southern part of the site that shows a mix of plant material that has been keyed out on the plant schedule; the site plan was adjusted to shift a unit down to save a heritage tree (Silver Maple) and also shifted some units to preserve a hedgerow. The northern part of the site was also shown with plant material which identifies street trees, parking lot trees, replacement trees and the buffer. The planting schedule shows a broad diversity; they tried not to put one of any species predominant because you never know when a disease is going to occur and wipe out a certain species. Mr. Cavanaugh went over the different types of trees and shrubs they will be using throughout the site.

Planning Commission Comments: is the applicant meeting the requirement to reduce stormwater runoff now that it is all being collected at Skippack Pike (not only are they eliminating all runoff towards Butler Pike and into Whippen Kill they are still meeting the requirement to reduce post development flow to equal or less than towards the Skippack Pike watershed); were the two areas of open space redesigned (no, the 11,000 sf is the one identified at Conditional Use that would meet the requirement of a level open area and because there was great interest in having some additional open space they added 3,000 sf of outdoor space that is not landscaped); #7 on the Conditional Use decision states it has to meet the satisfaction of the Township Engineer (the applicant hasn't formally resubmitted plans so a thorough review has not been completed, but it appears to be reasonably level); what is the ground cover plan under the trees and shrubs (the basins have an Ernst seed mix and the other ground cover will be turf in areas that are not vegetated); they mentioned they would rather see 10% used as natural open space without a fee in lieu, where does that stand (they are proceeding with the waiver request for a fee in lieu; they believe this site is not appropriate for a public park; the request for fee in lieu was part of the submission to the BOS at the Conditional Use and their approval included a condition that the plan would be substantially the same as the plan as they saw; another aspect is this is a private community with private streets and placing a public park within that community that would mean the residents of that community would be bearing the cost of street maintenance as well as bearing that liability that comes from the additional traffic and additional number of people); are there internal sidewalks along all the roads (there are internal sidewalks along the roads and every unit and every parking lot as well as along both Skippack Pike & Butler Pike until you get to the water tower; a partial waiver is being requested because there are some areas where there are not sidewalks on both sides of the street); what is under the trees and who maintains them (the HOA will have a maintenance contract); there was clarification that the plan presented does not have the 20 additional native shade trees shown on it that the Shade Tree Commission required and that they agreed to.

Public Comment:

Steve Kaufman, Harts Ridge Road, spoke to the Chapter 55 issue with the swapping out of shade trees for shrubs, etc. If you resort to any of the swap out provisions, that requires the approval of the Shade Tree Commission and puts you in waiver territory. The STC basically approved the waivers subject to 20 additional trees. From the last consideration on the waterfront project the Planning Commission can take up landscaping issues and he hopes they do. He stated Chapter 55 is all across the board distorted and needs to be taken up by the Planning Commission. Mr. Collier commented they looked at this at length with the STC and they accepted the substitutes because more shade trees were added.

Sydelle Zove, Harts Ridge Road, asked if the plan accommodates for the future possibility of the main roadway continuing to the boundary with the adjacent residentially zone parcel under the same ownership which was a concern raised in the Montgomery County review letter (yes, they made a wider space so that it can be extended through there without interrupting the units; they are going to reserve an easement with the adjoining landowner so that if a development is ever contemplated next door it will fall on that landowner to install and connect the rest of the road, all the rights that are necessary to finish the job will be reserved before any parcel is conveyed).

Pat Sheinman, 983 & 999 Butler Pike (Whitpain Township), commented she is seriously concerned about traffic impact, her driveway is directly across from the proposed left turn lane which will create a serious hazard when pulling out of her driveway during rush hour and that a traffic light could be put up in front of her house; where is the plan for school buses to pick up the children that are anticipated to live in this development whether it is going to be on Butler Pike, Skippack Pike or inside the development itself (not sure at this point); where is the construction entrance planned to be; how long is construction anticipated to take from the time they break ground (the construction entrance will most like be at the main entrance, the construction logistics have not been planned out; the time anticipated depends on how fast the units are sold, a likely scenario would be 18 months to 3 years); the landscape looks lovely but she is anticipating a lot of care going on and is concerned about the amount of pesticide use (limited use of pesticides was discussed at the last meeting).

Linda Doll, Fairway Road, wanted to make everyone aware that the meeting on the calendar shows 7:00 PM and asked that the agenda time is the same as the meeting time that is posted on the website; what are the road widths compared to what the ordinance allows (26' wide cartways are proposed, they ran an auto turn analysis of each of the bends in the roads and intersections in order to verify emergency vehicles can maneuver through the site; the ordinance requires 36', there is a separate ordinance section that states that a waiver can be granted for less depending on what the classification of the road is but based on prior development, none are less than 26' so they increased their width to 26'); Ms. Doll commented that no one parks in their driveways anymore, they park on the streets even if not allowed and trash trucks cannot get by, she sees this as an issue, how will this be enforced (streets will be owned by a HOA so the police will not be called for parking issues, the HOA will be taking the enforcement actions).

Planning Commission Comments: there were two references to the plan not being resubmitted so what are we voting on tonight (the landscaping plan shown reflects any of the changes made to the site plan; Ms. Heinrich commented that the plans were seen informally and cursory reviews were done but a formal re-review by staff has not been done) Charlie explained that the modifications were minor in response to prior reviews and in cases like this, formal re-reviews are not typically conducted; was there a lighting plan submitted (it's on the landscape plan); Mr. Guttenplan commented that Village Commercial has specific lighting requirements and believe the applicant met those requirements (Ms. Heinrich will confirm).

Mr. Dambman read the waivers one by one and the applicant's justification per the waiver request letter dated August 7, 2020.

Waiver #1 Ch. 105-21(B)(1)(n) – partial waiver from the requirement to show drainage, utility, and other man-made features within 500 feet of the site

Waiver #2 Ch. 105-21(B)(13) – provide an Existing Resources and Site Analysis Plan (ERSAP)

Waiver #3 Ch. 105-29(C) & 105-30(A) – proposed roads A, B, and C have a right-of-way and cartway of 36 feet to allow them to have a right-of-way and cartway of 26 feet; and that curbs be installed along Butler Pike and Skippack Pike to not require curbing along Butler Pike and Skippack Pike

Waiver #4 Ch. 105-36(C) – private driveways shall not be located less than 40 feet from an intersection and shall provide access to the street of lower classification when a corner lot is bounded by streets of two different classifications to allow the driveways for units 40 and 4 to be developed as shown on the Plan

Waiver #5 Ch. 105-32(B) - private streets shall have a right-of-way width and a horizontal and vertical alignment consistent with the requirements for public streets per Sections 105-33.B(1) and 105-33(C) to allow the proposed streets to be developed as shown on the Plan

Waiver #6 Ch. 105-47(B) - minimum width of all sidewalks and pedestrian paths be 5 feet to allow sidewalks to be 4 feet wide

Waiver #7 Ch. 105-38(F) - perpendicular parking is not permitted on public or private streets to allow perpendicular parking as shown on the Plan

Waiver #8 Ch. 105-47(A), 56(G) & 73 - partial waiver from the requirement that sidewalks be provided to allow sidewalks to be provided for pedestrian access to each unit, parking spaces, and open spaces so that the roadways do not need to be used for such access, and to allow sidewalks/pedestrian paths to be provided along the entire frontage of Skippack Pike and Butler Pike

Waiver #9 Ch. 105-53(D) - dedication of land in the amount of 10% of the total site area to the Township suitable for park and recreation use

Waiver #10 Resolution 2004-8.II.D.(8) - emergency spillways must be 3 feet lower than the spillway crest to allow all basins to be less than 3.5 deep from spillway to basin invert

Waiver #11 Resolution 2004-8.II.D.(12) - inlet pipes into a basin be 6 inches above the floor of the basin to allow some basins not to comply with this requirement, but to require all basins to have forebays to reduce velocity and impact on amended soil material in basin pool area

Waiver #12 Resolution 2004-8.II.E.2.(g)(iv) - storm pipe have a minimum diameter of 18 inches to allow the use of 15-inch diameter storm pipes

Ms. Heinrich explained that she has no issue with Waivers 10, 11 and 12.

Public Comment:

Sydelle Zove commented she is not pleased with the waiver request for sidewalk width. Feels the 5' width should be adhered to and that 4' is not adequate. Had a question regarding the last few waiver requests on stormwater management issues: did the Conditional Use approval speak in any way to stormwater management and adhere to the codes' provisions (the Conditional Use approval contained condition #4 that the rate and volume of stormwater shall be no more than predevelopment with respect to stormwater released to Whippen Township from the property).

Linda Doll commented that waivers #10, 11, & 12 are very concerning to her. Storms are getting worse and there should never be waivers for stormwater management; they should not be granted based on what was approved in the past; need to learn from mistakes from the past and move forward.

Steve Kaufman commented about the fee in lieu issue, doesn't want to walk across Skippack Pike to get to the preserve across the street, there is a need for onsite open space; disagrees that recommendations can't be provided due to Conditional Use plan approval, it's not a good legal argument to try to bootstrap approval of a waiver request out of the Conditional Use process; the developer should be showing some sort of hardship argument; and finally the argument that only half of the units are being built here that can be built, no one has ever been able to build up to the

zoning for a single family development because of all the requirements to have roads, buffers, stormwater treatment, etc.

Pat Sheinman reiterated about what she commented before on Waiver #1 with regard to them not having to delineate in detail who the neighbors are to this development because they are not in this Township and feels they have been left out to dry by their own Township as it relates to this development and would like a little consideration thrown in their direction to be a good neighbor and would be greatly appreciated and the fact that these properties are not delineated on the plan makes it less obvious the impact this is going to have (typically property owners on the other sides of the street in neighboring municipalities are not shown, but in this case they can add them).

Planning Commission Comments: what has been done with sidewalks in recent developments, is 5' the requirement across the board or is this different because of private roads (Ms. Heinrich explained that sidewalks need to be 4' wide and in areas of higher pedestrian density shall be 5' wide; the asphalt paths along Butler Pike & Skippack Pike are 6' wide); what would be the impact of 5' sidewalks if the waiver is not granted (it is additional impervious surface and pushes the units back 1' from the street); it was asked what is the width of most of the sidewalks in the Township (4'), Ms. Zove commented it is not relevant of what is in the Township, what is relevant is the code; Mr. Quitel agrees that the legal argument won't fly; stormwater pipes should be the appropriate size; safety issues – doesn't think it is relevant that there are other parks nearby; there is no stated hardship which goes back to the landscape plan in general, he appreciates the amount of native ecosystem landscaping that is taking place and in the spirit of the comprehensive plan would never to allow for us to let developers buy their way into not preserving open space; Ms Patchen commented if allowance of a fee in lieu of open space is not a waiver (based on wording of the SALDO which was read to the Commission during the meeting), do they have to demonstrate hardship? (Mr. Sander explained that if they don't need a waiver, they don't need to show hardship, if they have to show the 1.5 acres of open space on the plan, Mr. Sander doesn't think they would be in violation of Condition #10 of Conditional Use approval). Mr. Collier commented that the area set aside for the open space is nearly 45% of the entire site which is 15 acres, the whole south end is all a wooded environment;

Motions:

Mr. Shula made a motion to recommend approval of waiver #1 as modified to require showing adjacent properties and waivers #2 through #8 & #10 through 12; seconded by Mr. Doran. Vote 5-0

Mr. Quitel made a motion to recommend granting a partial waiver from Section 105-53(D) to recommend to the Board of Supervisors that they not accept a payment of a fee in lieu but that they require that an additional 10% of open area above and beyond the 45% of the site already depicted as open space be preserved and maintained by the HOA; seconded by Mr. Shula. Vote 5-0

Ms. Patchen made a motion to recommend to the Board of Supervisors approval of the preliminary plan subject to the Board of Supervisors taking the Planning Commission's recommendation on not accepting the fee in lieu and requiring that the additional 10% of open space be preserved and maintained by the HOA; seconded by Mr. Doran. Vote 4-1

7. OLD BUSINESS: None

8. NEW BUSINESS: None

9. PLANNING COMMISSION MEMBERS COMMENTS:

Mr. Dambman commented he would like the Planning Commission to take a closer look at the fee in lieu and understand it better; Mr. Quitel agrees with that and wished it would have come up

when discussing the Comprehensive Plan, what is the purpose historically and what is the use of it going forward.

Mr. Quitel commented he thinks it is relevant that the Planning Commission become familiar with what happened last week with the storm when it comes to recommending open space plans and riverfront plans for proposed developments.

Mr. Shula commented they should have taken a closer look (at Longfield Farm) at the time of Conditional use when they made a recommendation for its approval, but thinks if you go before the Board of Supervisors with a plan for conditional use which clearly is not showing the 1.5 acres on site, he thinks they have some reason to rely on that conditional use approval as ok, we will be ok with the fee in lieu. Mr. Sander commented the conditional use approves the use and not anything else you would consider at land development including the amount of open space or whether to pay a fee in lieu or not. It's a plan that's drawn and we require that they are consistent when they submit their land development plan and that it doesn't look entirely different from the conditional use plan. It leaves those other factors like stormwater management, how wide the roads are, open space dedication, etc. all to be addressed at land development. Mr. Manuele commented that his time on the Planning Commission they did not opine on the fee in lieu, it was left to the discretion of the Board of Supervisors.

10. PUBLIC COMMENT FOR NON AGENDA ITEMS

Sydelle Zove commented she is disappointment on the discussion of their support for the waiver request on sidewalks; made them aware that Washington Street was under water in the recent storm, gives her a great amount of concern when the Planning Commission is contemplating 62 unit housing development (at 901 Washington Street); and finally she hopes that the Planning Commission and the Board of Supervisors take a careful look at how Conditional Use approval is worded. She commented that Ms. Edwards made it clear that to do anything different from what was in the approved conditional use plan would undermine the approval. Mr. Sander stated he respectfully disagrees with Ms. Edwards statement about the fact that they can't change it now that is was approved as conditional use because it just has to be substantially similar.

Linda Doll asked what the Chat protocol is (you can either type in the comment or speak aloud).

Steve Kaufman commented on Mr. Doran's constructive conversation and the clear thinking from various members and thinks it is a real model on how groups like this should do business.

11. ADJOURNMENT

- On a motion by Mr. Shula seconded by Ms. Patchen, the meeting was adjourned at 9:28 PM.

Respectfully submitted,

Charles L. Guttenplan, AICP, Director of Planning & Zoning

The Planning Commission is appointed as an advisory group to the Board of Supervisors and the Zoning Hearing Board with respect to comprehensive land use planning, existing land use, and various land use and zoning applications in Whitemarsh Township. No formal decisions are rendered by the Planning Commission. Formal decisions are rendered by the Board of Supervisors or Zoning Hearing Board, as prescribed by law, based on the type of application.

CU#02-20

DHAVAL SHAH
505 ½ GERMANTOWN PIKE
DENTAL OFFICE



WHITEMARSH TOWNSHIP CONDITIONAL USE APPLICATION

Applicant Information

Name: Dhaval Shah

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Interest of Applicant, if not owner (agent, lessee, etc.): Equitable owner under Agreement of Sale

Owner Information

Name: 505A Germantown Pike Associates, LP

Address: 100 Springhouse Drive, Suite 205

City: Collegeville State: PA Zip: 19426

Phone: _____ Email: _____

Attorney for Applicant Information

Name: Edward J. Hughes, Esquire

Address: 1250 Germantown Pike, Suite 205

City: Plymouth Meeting State: PA Zip: 19462

Phone: (610) 279-6800 Email: ehughes@hkolaw.com

1. Brief Description of Real Estate Affected:

Parcel #(s): 65-00-04333-00-3 Block No. 22K, Unit 25

Address: 505 1/2 Germantown Pike, Lafayette Hill, PA 19444

Lot Size: 1954 SF, Lot #14 Deed Recorded at Norristown in Deed Book No.: 6156 Page No.: 1827

Present Zoning Classification: VC-1 Present Use: Vacant Building

Present Improvements on Land: Office building formerly occupied by Heaven and Earth Body Experience

2. Specific Section(s) of the Zoning Code upon which this Application is based:

Section 116-290C(3)



WHITEMARSH TOWNSHIP CONDITIONAL USE APPLICATION

3. Describe the Proposed Use of Property

To operate a dental office in the existing building.

4. Briefly State Why the Applicant Believes the Board of Supervisors Should Grant the Application:

NOTE: The applicant or its representative(s) shall be required to provide testimony at the Planning Commission meeting(s) at which this application is discussed and at the required Board of Supervisors Public Hearing(s) for this application, addressing the Board of Supervisors considerations as specified in Section 116-37.F. of the Whitemarsh Township Zoning Ordinance.

Dentist offices are permitted in the VC-1 District by conditional use.

5. Answer the Following Questions and Provide a Date of Previous Application (if known):

- Has a previous Conditional Use Application been filed for this Property? Yes No _____
- Has a previous Zoning Hearing Board Application been filed for this Property? Yes No _____
- Has a previous Subdivision or Land Development Application been filed for this Property? Yes No _____

In addition to this application, documentation must be submitted in compliance with Section 116-37.A. of the Zoning Ordinance, reproduced here for convenience.

- 116-37. A. Conditional use procedures. The procedure for granting of conditional uses in any zoning district shall be as follows:
- A. The applicant shall file an application for a conditional use permit with the Board of Supervisors. The application shall contain the following material:
 - (1) Appropriate design plans and/or specifications, in conformance with the requirements for a preliminary subdivision or land development plan.
 - (2) Photographs depicting the site.
 - (3) Appropriate engineering responses to any identified or suspected site development problem.
 - (4) Other related information required to support the application.

My signature authorizes permission to post this property and permission to Township officials and staff to enter thereon for inspection purposes. My signature further authorizes a waiver of the 60-day requirement to hold the first hearing (from date of application) as stipulated in the PA Municipalities Planning Code, recognizing that the Township will make every effort to abide by said requirement but if circumstances do not permit, to hold the first hearing as soon as reasonable feasible.

I certify that the information provided on this application and supporting documentation and plans are true and correct to the best of my knowledge, information and belief.

DEPARTMENT USE ONLY	
C.U. Application #:	_____
Date Received:	_____
Fee Paid: \$ _____	Date Paid: ____ / ____ / ____

APPLICANT SIGNATURE: _____ *hassan*

PRINT NAME: Dhaval Shah

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE
This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

ASC

PARTIES	
BUYER(S): <u>Dhaval Shah And/Or Assigns</u>	SELLER(S): <u>505A Germantown Pike Assocs Lp</u>
<u>271 Fairfield Circle West, Royersford PA 19468</u>	<u>100 Springhouse Dr Apt 205, Collegeville PA19426</u>

PROPERTY	
PROPERTY ADDRESS <u>505-1/2 Germantown Pike, Lafayette, Hill, PA</u>	
in the municipality of <u>Whitemarsh Twp</u> ZIP <u>19444</u>	
County of <u>MONTGOMERY</u> , in the Commonwealth of Pennsylvania.	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>Lot # 025, Sub Lot # 14</u>	
Tax ID #(s): <u>65-00-04333-003</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>HomeStarr Realty</u>	Licensee(s) (Name) <u>Jay Shah</u>
Company Address <u>850 Easton Rd, Warrington, PA 18976-2022</u>	License # <u>RS 329349</u>
Company Phone <u>(215)355-5565</u>	Direct Phone(s) _____
Company Fax _____	Cell Phone(s) <u>(732)421-7863</u>
Broker is (check only one):	Fax _____
<input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)	Email <u>jayshah@homestarrinc.com</u>
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) is (check only one):
	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
	<input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Long & Foster Real Estate, Inc.</u>	Licensee(s) (Name) <u>Scott J Mayer</u>
Company Address <u>860 Penllyn Blue Bell PIKE, Blue Bell, PA 19422</u>	License # <u>AB-043312-A</u>
Company Phone <u>(215)654-5900</u>	Direct Phone(s) <u>(610)291-4045</u>
Company Fax _____	Cell Phone(s) _____
Broker is (check only one):	Fax _____
<input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)	Email <u>scott.mayer@lnf.com</u>
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) is (check only one):
	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
	<input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

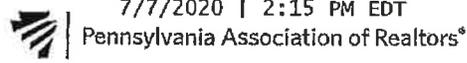
DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: DSH

Seller Initials: NS



1 1. By this Agreement, dated July 3, 2020, Seller hereby agrees to sell and convey to
2 Buyer, who agrees to purchase, the identified Property.

3 2. PURCHASE PRICE AND DEPOSITS (3-15)

4 (A) Purchase Price \$ _____
5 _____
6 _____ U.S. Dollars), to be paid by Buyer as follows:

- 7 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,
8 if not included with this Agreement: \$ _____
- 9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 10 3. _____ \$ _____

11 Remaining balance will be paid at settlement.

12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
13 within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by
14 personal check.

15 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
16 (unless otherwise stated here: _____), who
17 will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termina-
18 tion of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the
19 State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

20 3. SETTLEMENT AND POSSESSION (6-13)

21 (A) Settlement Date is September 18, 2020, or before if Buyer and Seller agree.

22 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
23 Buyer and Seller agree otherwise.

24 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
25 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer
26 fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will
27 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:
28 _____

- 29 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
30 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
31 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December
32 31. School tax bills for all other school districts are for the period from July 1 to June 30.

33 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

34 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

35 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
36 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
37 is subject to a lease.

38 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
39 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.
40 Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
41 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
42 Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

43 4. DATES/TIME IS OF THE ESSENCE (3-15)

44 (A) Written acceptance of all parties will be on or before: July 8, 2020

45 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
46 essence and are binding.

47 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by
48 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-
49 ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be
50 initialed and dated.

51 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
52 ment of the parties.

53 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
54 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
55 to all parties, except where restricted by law.

56 5. FIXTURES AND PERSONAL PROPERTY (6-20)

57 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be
58 regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating
59 what items will be included or excluded in this sale.
60
61

62 Buyer Initials: DSM
7/7/2020 | 2:15 PM EDT

Seller Initials: DSM

63 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating;
64 HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated
65 below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also include:
66 _____
67 _____
68 _____

69 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement: _____
70 _____

71 (D) EXCLUDED fixtures and items: _____
72 _____

73 6. ZONING (4-14)

74 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdiv-
75 visible) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
76 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.
77 Zoning Classification, as set forth in the local zoning ordinance: VC1

78 7. FINANCING CONTINGENCY (4-14)

79 WAIVED. This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an
80 appraisal contingency.

81 ELECTRE

82 (A) This sale is contingent upon Buyer obtaining financing according to the following terms:

83 First Loan on the Property <u>80% 1st</u>	Second Loan on the Property
84 Loan Amount \$ _____	Loan Amount \$ _____
85 Minimum Term _____	Minimum Term _____ years
86 Type of Loan _____	Type of Loan _____
87 Interest rate _____ %; however, Buyer agrees to accept the 88 interest rate as may be committed by the lender, not to exceed 89 a maximum interest rate of _____ %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.

90 (B) Financing Commitment Date August 31, 2020

91 (C) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written appli-
92 cation for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise
93 Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.

94 (D) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or
95 financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s)
96 refusing to approve a financing commitment, Buyer will be in default of this Agreement.

97 (E) Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. Unless otherwise agreed to in
98 writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by
99 Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24. Buyer will be responsible for any
100 premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood
101 insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees
102 and charges paid in advance to lender.

103 8. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

104 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will, within _____ days (5 if not specified) of said
105 change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status
106 includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment
107 against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's
108 ability to purchase.

109 9. SELLER REPRESENTATIONS (1-20)

110 (A) Status of Water

111 Seller represents that the Property is served by:

112 Public Water Community Water On-site Water None

113 (B) Status of Sewer

114 1. Seller represents that the Property is served by:

115 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
116 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
117 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
118 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

119 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

120 Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the
121 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
122 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
123 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
124 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
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126 Buyer Initials: BSM

Seller Initials: NT

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local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

- (C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
- (D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).
- (E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

- (F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

- (G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

- (H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(I) Internet of Things (IoT) Devices

1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
4. This paragraph will survive settlement.

10. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

189

Buyer Initials: 

ASC Page 4 of 9

Seller Initials: 

7/7/2020 12:15 PM EDT

190 11. BUYER'S DUE DILIGENCE (3-15)

191 WAIVED. This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including
192 fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property IN ITS PRESENT
193 CONDITION, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this
194 Agreement.

195 ELECTED. This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the con-
196 dition and permitted use of the property is satisfactory. Buyer may, within _____ days (30 if not specified) from the Execution
197 Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the
198 condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifi-
199 cations and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's
200 expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land,
201 improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due
202 diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due
203 Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to
204 the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's
205 intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and
206 effect in accordance with the terms and conditions as more fully set forth in this Agreement.

207 (A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed
208 herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CON-
209 DITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own
210 inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.
211 Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or
212 determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the
213 permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection
214 of any of the systems contained therein.

215 (B) Any repairs required by this Agreement will be completed in a workmanlike manner.
216 (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance
217 for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance
218 and possible premium increases.

219 12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

220 (A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a
221 property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value
222 for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed
223 value of the property and result in a change in property tax.

224 (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in
225 rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement
226 and before settlement, Seller will within _____ days (10 if not specified) of receiving the notices and/or assessments provide a
227 copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 228 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
229 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 230 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
231 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within _____ days
232 (10 if not specified) that Buyer will:
 - 233 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
234 Paragraph 26 of this Agreement, OR
 - 235 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
236 Paragraph 24 of this Agreement.

237 If Buyer fails to respond within the time stated in Paragraph 12(B) (2) or fails to terminate this Agreement by written notice to
238 Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

239 (C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
240 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
241 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the
242 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

243 (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If
244 any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement,
245 Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by
246 written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with
247 all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice
248 of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement
249 remain in full force and effect.

250 13. TAX DEFERRED EXCHANGE (4-14)

251 (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
252 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be
253 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any

254 Buyer Initials: DSAA

Seller Initials: DS

255 additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's
256 interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be
257 required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall
258 Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and
259 hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction

260 (B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
261 Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be
262 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any
263 additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest
264 in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required
265 to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall
266 indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange
267 transaction.

268 14. COMMERCIAL CONDOMINIUM (10-01)

269 NOT APPLICABLE.
270 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential
271 use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of
272 Pennsylvania (68 Pa.C.S. §3101 et seq.).

273 15. TITLES, SURVEYS AND COSTS (6-20)

274 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
275 ular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions;
276 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
277 ground; easements of record; and privileges or rights of public service companies, if any.

278 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
279 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
280 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

281 (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-
282 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
283 required by the mortgage lender will be obtained and paid for by Buyer.

284 (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or
285 before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing.
286 A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the
287 Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that
288 the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the
289 death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer

290 (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
291 specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey.
292 If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termina-
293 tion, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse
294 Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and
295 for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).

296 (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representa-
297 tion about the status of those rights unless otherwise indicated elsewhere in this Agreement.

298 Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

299 (G) COAL NOTICE (Where Applicable)

300 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
301 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
302 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
303 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
304 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
305 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsi-
306 dence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
307 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
308 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

309 (H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____

310 (I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

311 Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.

312 2. Notice Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
313 Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that
314 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-
315 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
316 whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or
317 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
318
319

320 Buyer Initials: DSM

Seller Initials: W

7/7/2020 | 2:15 PM EDT

321 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
322 the Act gives certain rights and protections to buyers.

323 16. MAINTENANCE AND RISK OF LOSS (10-06)

- 324 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con-
325 dition, normal wear and tear excepted.
- 326 (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed,
327 or damaged as a result of any cause whatsoever.
- 328 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
329 replaced, Buyer will:
 - 330 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 - 331 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
332 Paragraph 24 of this Agreement.

333 17. RECORDING (9-05)

334 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
335 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

336 18. ASSIGNMENT (1-10)

337 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
338 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
339 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

340 19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- 341 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
342 laws of the Commonwealth of Pennsylvania.
- 343 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
344 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
345 Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by
346 Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

347 20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)

348 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
349 for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal
350 police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular prop-
351 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

352 21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

- 353 Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the
354 Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor
355 (Seller) is a foreign person.
- 356 Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal
357 Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To
358 inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees
359 to furnish Buyer, at or before closing, with the following:
 - 360 An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a fore-
361 ign person.
 - 362 A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
 - 363 Other: _____

364 22. REPRESENTATIONS (1-10)

- 365 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
366 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
367 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
368 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
369 be altered, amended, changed or modified except in writing executed by the parties.
- 370 (B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

371 23. BROKER INDEMNIFICATION (6-13)

- 372 (A) Buyer and Seller represent that the only Brokers involved in this transaction are: HomeStarr Realty and Long & Foster Real
373 Estate Inc
374 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any
375 claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party
376 shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify
377 and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either
378 party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any
379 person or entity. This paragraph shall survive settlement.
- 380 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an
381 expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide
382 advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa-
383 tions or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop-
384 erty, including but not limited to those conditions listed in Paragraph 9(C).

385 Buyer Initials: DSM
7/7/2020 | 2:15 PM EDT

Seller Initials: MS

386 24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

- 387 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
388 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID.
389 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
390 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
391 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
392 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
393 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
394 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
395 Broker how to distribute some or all of the deposit monies.
396 3. According to the terms of a final order of court.
397 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
398 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24 (C))
399 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 15 days (180 if not
400 specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termina-
401 tion of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's
402 written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is
403 the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt
404 of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
405 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
406 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
407 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
408 maintain their legal rights to pursue litigation even after a distribution is made.
409 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania
410 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
411 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
412 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
413 1. Fail to make any additional payments as specified in Paragraph 2, OR
414 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
415 Buyer's legal or financial status, OR
416 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
417 (F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
418 1. On account of purchase price, OR
419 2. As monies to be applied to Seller's damages, OR
420 3. As liquidated damages for such default.
421 (G) SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUI-
422 DATED DAMAGES.
423 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24 (F) or (G), Buyer
424 and Seller are released from further liability or obligation and this Agreement is VOID.
425 (I) Brokers and licensees are not responsible for unpaid deposits.

426 25. ARBITRATION OF DISPUTES (1-00)

427 Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by
428 either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection
429 of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of
430 record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third
431 and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law
432 Arbitration 42 Pa. C.S.A. §7341 et seq. This agreement to arbitrate disputes arising from this Agreement will survive settlement.

433 26. RELEASE (9-05)

434 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any
435 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or
436 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all
437 of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon,
438 lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal
439 system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under
440 the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to
441 pursue any remedies that may be available under law or equity. This release will survive settlement.

442 27. REAL ESTATE RECOVERY FUND (1-18)

443 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
444 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
445 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
446 3658.

447 28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)

448 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
449 satisfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer,
450 those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the

451 Buyer Initials: DSM

Seller Initials: DS

452 parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall
453 be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied
454 only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

455 29. NOTICE BEFORE SIGNING (4-14)

456 Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers
457 have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this
458 Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax
459 effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not
460 limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge
461 receipt of a copy of this Agreement at the time of signing. This Agreement may be executed in one or more counterparts, each of
462 which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.
463 WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return of this Agreement, and any addenda and amend-
464 ments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

465 30. SPECIAL CLAUSES (4-14)

466 (A) The following are part of this Agreement if checked:

- 467 Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- 468 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- 469 Zoning Approval Contingency Addendum to Agreement of Sale (PAR Form ZA)
- 470
- 471
- 472

473 (B) Additional Terms:

474 PSAA Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.
475 Code §35.336.

476 PSAA Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

477 PSAA Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
478 before signing this Agreement.

479
480 BUYER *Deval Shale And/Or Assigns* DATE 7/7/2020 | 2:15 PM EDT
Deval Shale And/Or Assigns

481 Mailing Address _____
482 Phone(s) _____ Fax _____ Email whitemarshdentistry@gmail.com
483 BUYER _____ DATE _____

484 Mailing Address _____
485 Phone(s) _____ Fax _____ Email _____
486 BUYER _____ DATE _____

487 Mailing Address _____
488 Phone(s) _____ Fax _____ Email _____

489 AUTHORIZED REPRESENTATIVE _____
490 Title _____
491 COMPANY _____

492 Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
493 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

494 VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized
495 by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or
496 exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the
497 shareholders pursuant to 15 P.S. §1311.

498 SELLER *[Signature]* DATE 7/7/2020
5024 Canton Pike Associates

499 Mailing Address _____
500 Phone(s) _____ Fax _____ Email _____
501 SELLER _____ DATE _____

502 Mailing Address _____
503 Phone(s) _____ Fax _____ Email _____
504 SELLER _____ DATE _____

505 Mailing Address _____
506 Phone(s) _____ Fax _____ Email _____

507 AUTHORIZED REPRESENTATIVE _____
508 Title _____
509 COMPANY _____

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors®(PAR).

PROPERTY 505 1/2 Germantown Pike Lafayette Hill PA 19444
SELLER 505 A Germantown Pike Associates
BUYER Dhaval R. Shah And/Or Assigns Ketav Shah DSAR
DATE OF AGREEMENT 07/03/20

Waiver of Certain Planned Community Act Provisions. The Property is intended for non-residential use. Accordingly, as permitted by the Pennsylvania Uniform Planned Community Act, 68 Pa C.S.A. §5101, et seq. (the "Act"), the parties intend and agree that Chapter 54 of the Act shall be inapplicable to the sale of the Property from Seller to Buyer. Without limiting the generality of the preceding sentence, none of the Seller, the developer, and the condominium association shall be subject to the requirements of the Act relating to (i) delivery of the Public Offering Statement, (ii) escrow deposit monies, (iii) Section 5409 of the Act (relating to release of liens with respect to units), (iv) Section 5410 of the Act (relating to communities containing conversion buildings), (v) Buyer's right of rescission, (vi) the warranty against structural defects with respect to the units contained in Section 5411 of the Act, (vii) the provisions of Sections 5412 and 5413 of the Act (relating to effect of violations on rights of action and labeling of promotional material), and (viii) the requirements of Section 5414 of the Act (relating to the execution and filing of certificates of substantial completion with respect to the units). As a material condition of the Agreement of Sale, Buyer waives the benefits of such provisions and any right to require Seller, the developer, and the condominium association to comply with such provisions. This release survives settlement and does not merge into or with the deed for the Property.

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

WITNESS _____ BUYER Discussed by:
Dhaval Shah And/Or Assigns
0983E55228EB4EA DATE 7/7/2020 | 2:15 PM

WITNESS _____ BUYER _____ DATE _____

WITNESS _____ BUYER _____ DATE _____

WITNESS _____ SELLER Discussed by:
[Signature]
EF814817903942D... DATE 7/7/2020

WITNESS _____ SELLER _____ DATE _____

WITNESS _____ SELLER _____ DATE _____

APPRAISAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

ACA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY 505-1/2 GERMANTOWN PIKE, LAFAYETTE HILL, PA 19444**
2 **SELLER 505A Germantown Pike Associates**
3 **BUYER Dhaval Shah And/Or Assigns**

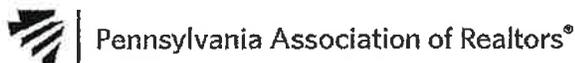
4 1. The Agreement of Sale is contingent upon the Property being appraised (in a manner that is acceptable to underwriter if Buyer is obtaining
5 financing) and at a value that is equal to or higher than:
6 \$ _____
7 The Purchase Price

8 2. Contingency Period: 45 days (30 if not specified) from the Execution Date of the Agreement.
9 **Within the Contingency Period**, Buyer may obtain an appraisal of the Property from a Pennsylvania certified appraiser. If Buyer is obtaining
10 financing, the appraisal shall be performed by a Pennsylvania certified appraiser selected by the lender to whom Buyer has made application
11 for financing. If Buyer is not obtaining financing, the appraisal shall be performed by a Pennsylvania certified appraiser selected by Buyer.
12 (A) If the terms of Paragraph 1 are satisfied, or if the appraisal is not completed within the Contingency Period, Buyer accepts the Property
13 and agrees to the terms of the RELEASE paragraph of the Agreement of Sale.
14 (B) If the terms of Paragraph 1 are not satisfied, Buyer will deliver a copy of the appraisal report to Seller, and Buyer will, **within the**
15 **Contingency Period:**
16 1. **Terminate the Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
17 the Agreement of Sale, OR
18 2. Enter into a mutually acceptable written agreement with Seller.

19 3. If Buyer does not terminate the Agreement of Sale or enter into a mutually acceptable written agreement with Seller **within this Contingency**
20 **Period**, Buyer waives this contingency.

21 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

22 BUYER Dhaval Shah And/Or Assigns DATE 7/7/2020 | 2:15 PM EDT
23 BUYER _____ DATE _____
24 BUYER _____ DATE _____
25 SELLER [Signature] DATE 7/7/2020
26 SELLER _____ DATE _____
27 SELLER _____ DATE _____



ZONING APPROVAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

ZA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 PROPERTY 505-1/2 GERMANTOWN PIKE, LAFAYETTE HILL, PA 19444
2 SELLER 505A Germantown Pike Associates
3 BUYER Dhaval Shah And/Or Assigns
4 DATE OF AGREEMENT July 3, 2020

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6
7

VERIFICATION OF ZONING FOR PROPOSED USE CONTINGENCY

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- 1. Contingency Period: 45 days (15 days if not specified) from the Execution Date of the Agreement of Sale. Within the Contingency Period, Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as Dental Office is permitted under the current zoning classification for the Property and is not prohibited by any other governmental land use restrictions.
- 2. If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing that the proposed use of the Property is not permitted, and Buyer will:
 - (A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
 - (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the Agreement of Sale.
 - (C) Enter into a mutually acceptable written agreement with Seller.If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE paragraph of the Agreement of Sale.

CHANGE OF ZONING/MUNICIPAL APPROVAL FOR PROPOSED USE CONTINGENCY

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- 1. Within DAYS of the Execution Date of the Agreement of Sale (15 days if not specified), Buyer will make a formal written application for zoning approval, variance, non-conforming use, or special exception from (municipality) to use the Property as (proposed use). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
- 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
- 3. If final, unappealable approval is not obtained by, Buyer will:
 - (A) Accept the Property with the current zoning and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
 - (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the Agreement of Sale, OR
 - (C) Enter into a mutually acceptable written agreement with Seller.If Buyer and Seller do not reach a written agreement before the time specified in paragraph 3, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale.

All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

48
49
50 BUYER Dhaval Shah And/Or Assigns DATE 7/7/2020 | 2:15 PM EDT
51 BUYER _____ DATE _____
52 BUYER _____ DATE _____
53 SELLER 505A Germantown Pike Associates DATE 7/7/2020
54 SELLER _____ DATE _____
55 SELLER _____ DATE _____

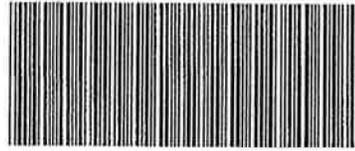


COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2005

12/13



DEED BK 6156 PG 01827 to 01832.1
 INSTRUMENT # : 2019070762
 RECORDED DATE: 10/07/2019 12:41:41 PM



5688407-0016

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 7

Document Type: Deed of Confirmation
Document Date: 10/02/2019
Reference Info:

Transaction #: 5924015 - 14 Doc (s)
Document Page Count: 5
Operator Id: ppiyakan

RETURN TO: (Mail)
 SECURITY ABSTRACT OF PA, INC.
 1741 VALLEY FORGE RD
 P.O. BOX 1060
 WORCESTER, PA 19490

PAID BY:
 SECURITY ABSTRACT OF PA INC

*** PROPERTY DATA:**

Parcel ID #: 65-00-04333-00-3
 Address: 505 1/2 GERMANTOWN PIKE
 A
 PA
 Municipality: Whitmarsh Township
 (100%)
 School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: ~~REDACTED~~

DEED BK 6156 PG 01827 to 01832.1
 Recorded Date: 10/07/2019 12:41:41 PM
 I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.

FEES / TAXES:

Recording Fee: Deed of Confirmation ~~REDACTED~~
 Affidavit Fee ~~REDACTED~~
 Additional Pages Fee ~~REDACTED~~
 Affordable Housing Pages ~~REDACTED~~
Total: ~~REDACTED~~



Jeanne Sorg

Jeanne Sorg
 Recorder of Deeds

Rev1a 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL



Prepared by: Unruh, Turner, Burke & Frees
P.O. Box 515
West Chester, PA 19381-0515
610.692.1371

RECORDED OF DEEDS
2019 OCT -7 A 10:55

Return to: Unruh, Turner, Burke & Frees
P.O. Box 515
West Chester, PA 19381-0515
610.692.1371

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
65-00-04333-00-3 WHITEMARSH
505 1/2 GERMANTOWN PIKE A

505A GERMANTOWN PIKE ASSOCIATES \$15.00
B 022K U 025 L 98 4321 DATE: 10/07/2019 JW

Parcel ID No. 65-00-04333-00-3.

-----[Space Above This Line For Recording Data]-----
SPA 46448

DEED OF CONFIRMATION

THIS INDENTURE is made this 2nd day of October, 2019, but effective as of this 2nd day of October, 2019, by and between 505A GERMANTOWN PIKE ASSOCIATES, L.P., a Pennsylvania limited partnership ("Grantor") and 505A GERMANTOWN PIKE ASSOCIATES, L.P., a Pennsylvania limited partnership ("Grantee").

BACKGROUND

The real estate more particularly described herein was granted and conveyed unto Grantor as part of a larger tract of real estate ("505A Germantown Pike") containing approximately 2.92 acres and described in that certain indenture dated August 12, 1999 and recorded in the office of the Recorder of Deeds in and for Montgomery County, Pennsylvania at Deed Book 5287, page 264.

On or about September 11, 2019, Grantor and 507 Germantown Pike Associates, L.P., a Pennsylvania limited partnership recorded with the office of the Recorder of Deeds in and for Montgomery County, Pennsylvania at Deed Book 6152, page 2857, that certain Declaration of The Knolls of Whitemarsh Planned Community dated September 10, 2019 (the "Declaration"), creating with respect to 505A Germantown Pike and certain contiguous properties, a mixed-use planned community known as "The Knolls of Whitemarsh Planned Community" and creating two (2) Commercial Units (as described in the Declaration) known as Unit 14 and Unit 15, nine (9) single-family townhome-style residential units, four (4) single-family detached residential units, and common elements.

THIS DEED IS BEING RECORDED FOR THE SOLE PURPOSE OF CONFIRMING OF RECORD THE OWNER OF UNIT 14 BY REASON OF THE RECORDING OF THE DECLARATION.

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, in hand paid, the receipt of which is hereby acknowledged, Grantor has granted, bargained, and sold, released and confirmed, and by these presents does grant, bargain, and sell, release and confirm unto Grantee, its successors and assigns,



ALL THAT CERTAIN parcel of land situate in Whitmarsh Township, Montgomery County, Commonwealth of Pennsylvania, as more fully described on Exhibit "A" attached hereto and made a part hereof, being Unit 14 in "The Knolls of Whitmarsh Planned Community" as described according to the Declaration.

TOGETHER WITH an undivided interest in the common elements described in the Declaration and the right to use the limited common elements described in the Declaration appurtenant to Unit 14.

UNDER AND SUBJECT to all provisions, easements, and obligations as set forth in the Declaration including, but not limited to, the obligation to pay the share of common expense assessments allocated to Unit 14 and limited common elements, if any, pursuant to the terms of the Declaration.

AND UNDER AND SUBJECT to that certain PCSM Instrument for the Declaration of Restrictions and Covenants intended to be recorded in the office of the Recorder of Deeds in and for Montgomery County, Pennsylvania immediately prior to the recording of this Deed, the terms of which are incorporated herein by reference.

AND UNDER AND SUBJECT, to all easements, restrictions, covenants, and like matters now of record, to the extent the same are valid, subsisting, enforceable, and affect title to Unit 14.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances, whatsoever unto Unit 14 belonging, or in anyway appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of Grantor, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD Unit 14, with the hereditaments and premises hereby granted, or mentioned or intended so to be, with the appurtenances, unto Grantee, its successors and assigns, to and for the only proper use and benefit of Grantee, its successors and assigns, forever, subject as aforesaid.

AND Grantor, for itself and its successors and assigns, does covenant, promise, and agree to and with Grantee, its successors and assigns, by these presents, that Grantor, and its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto Grantee, its successors and assigns, against it, Grantor, and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under it, them, or any of them, shall and will, *subject as aforesaid*, WARRANT and forever DEFEND.

[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

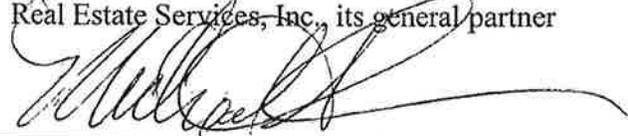


IN WITNESS WHEREOF, Grantor has caused this Deed to be executed by its duly authorized general partner, on the day and year first above written.

505A GERMANTOWN PIKE ASSOCIATES, L.P.

By: Real Estate Services, Inc., its general partner

By:



Michael A. Nolen, President

The address of Grantee is:

100 Springhouse Drive, Suite 205
Collegeville, PA 19426



On behalf of Grantee



COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF MONTGOMERY :

On the 2nd day of October, 2019, before me the undersigned, a notary public for the Commonwealth of Pennsylvania personally appeared MICHAEL A. NOLEN, who acknowledged himself to be the President of REAL ESTATE SERVICES, INC., the general partner of 505A GERMANTOWN PIKE ASSOCIATES, L.P., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the limited liability company by himself as such officer.

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

John A. Barbary

 Notary Public

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 John A. Barbary, Notary Public
 Earl Twp., Berks County
 My Commission Expires Nov. 6, 2019
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



EXHIBIT "A"
LEGAL DESCRIPTION OF UNIT 14

ALL THAT CERTAIN TRACT OF LAND situate in the Township of Whitemarsh, County of Montgomery, Commonwealth of Pennsylvania in accordance with a plan entitled "Land Development Plan", prepared for 505A Germantown Pike Associates, L.P. by Irick, Eberhardt & Mientus, Inc., dated March 21, 2017, last revised June 12, 2019 bounded and described as follows:

BEGINNING AT AN INTERIOR POINT, said point being located S 56°53'00" E, 28.69 feet from a point on the Ultimate Right-of-way of Germantown Pike (40' half width) in line of lands now or late of Westaway Associates LP;

Thence from said point of beginning the following eight (8) courses and distances:

1. N 71°34'48" E, 10.21 feet to a point;
2. N 18°19'19" W, 1.09 feet to a point;
3. N 71°35'13" E, 4.10 feet to a point;
4. S 18°07'01" E, 1.10 feet to a point;
5. N 71°35'13" E, 45.85 feet to a point;
6. S 18°24'47" E, 32.41 feet to a point;
7. S 71°35'13" W, 60.14 feet to a point;
8. N 18°26'55" W, 32.41 feet to the POINT OF BEGINNING.

CONTAINING: 1954 square feet or 0.0449 acres of land, more or less.

BEING Parcel Identification No. 65-00-04333-00-3.

BEING PART OF the same premises which Realty Operations Co., a partnership by indenture dated August 12, 1999 and recorded in the office of the Recorder of Deeds in and for Montgomery County, Pennsylvania at Deed Book 5287, page 264 granted and conveyed unto 505A Germantown Pike Associates, L.P., a Pennsylvania limited partnership, in fee.





1830019105

RECORDER'S USE ONLY

REV-183 BUREAU OF INDIVIDUAL TAXES PO BOX 280603 HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE COMPLETE EACH SECTION

State Tax Paid: 0 Book: 6156 Page: 1827 Instrument Number: Date Recorded: 10-7-2019

SECTION I TRANSFER DATA

Date of Acceptance of Document: 10 02 2019. Grantor(s)/Lessor(s): 505A Germantown Pike Associates, L.P. Telephone Number: 610-783-5800. Grantee(s)/Lessee(s): 505A Germantown Pike Associates, L.P. Telephone Number: 610-783-5800. Mailing Address: 100 Springhouse Drive, Suite 205. City: Collegeville. State: PA. ZIP Code: 19426.

SECTION II REAL ESTATE LOCATION

Street Address: 505 1/2 Germantown Pike. City, Township, Borough: Whitmarsh Township. County: Montgomery. School District: Colonial. Tax Parcel Number: 65-00-04333-00-3.

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO. 1. Actual Cash Consideration: 1.00. 2. Other Consideration: + 0. 3. Total Consideration: = 1.00. 4. County Assessed Value: [redacted]. 5. Common Level Ratio Factor: X 2.03. 6. Computed Value: = [redacted].

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed: [redacted]. 1b. Percentage of Grantor's Interest in Real Estate: 100%. 1c. Percentage of Grantor's Interest Conveyed: 100%.

2. Check Appropriate Box Below for Exemption Claimed.

- Will or Intestate succession. (Name of Decedent) (Estate File Number)
Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
Statutory corporate consolidation, merger or division. (Attach copy of articles.)
Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

This Deed is being recorded for the sole purpose of confirming of record the owner of Unit 14 by reason of the recording of the Declaration.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name: Security Abstract of PA, Inc. Telephone Number: (610) 584-6890. Mailing Address: 1741 Valley Forge Road, P.O. Box 1060. City: Worcester. State: PA. ZIP Code: 19490.

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

Signature of Correspondent or Responsible Party: Security Abstract of PA, Inc., By: [Signature]. Date: 10-02-2019.

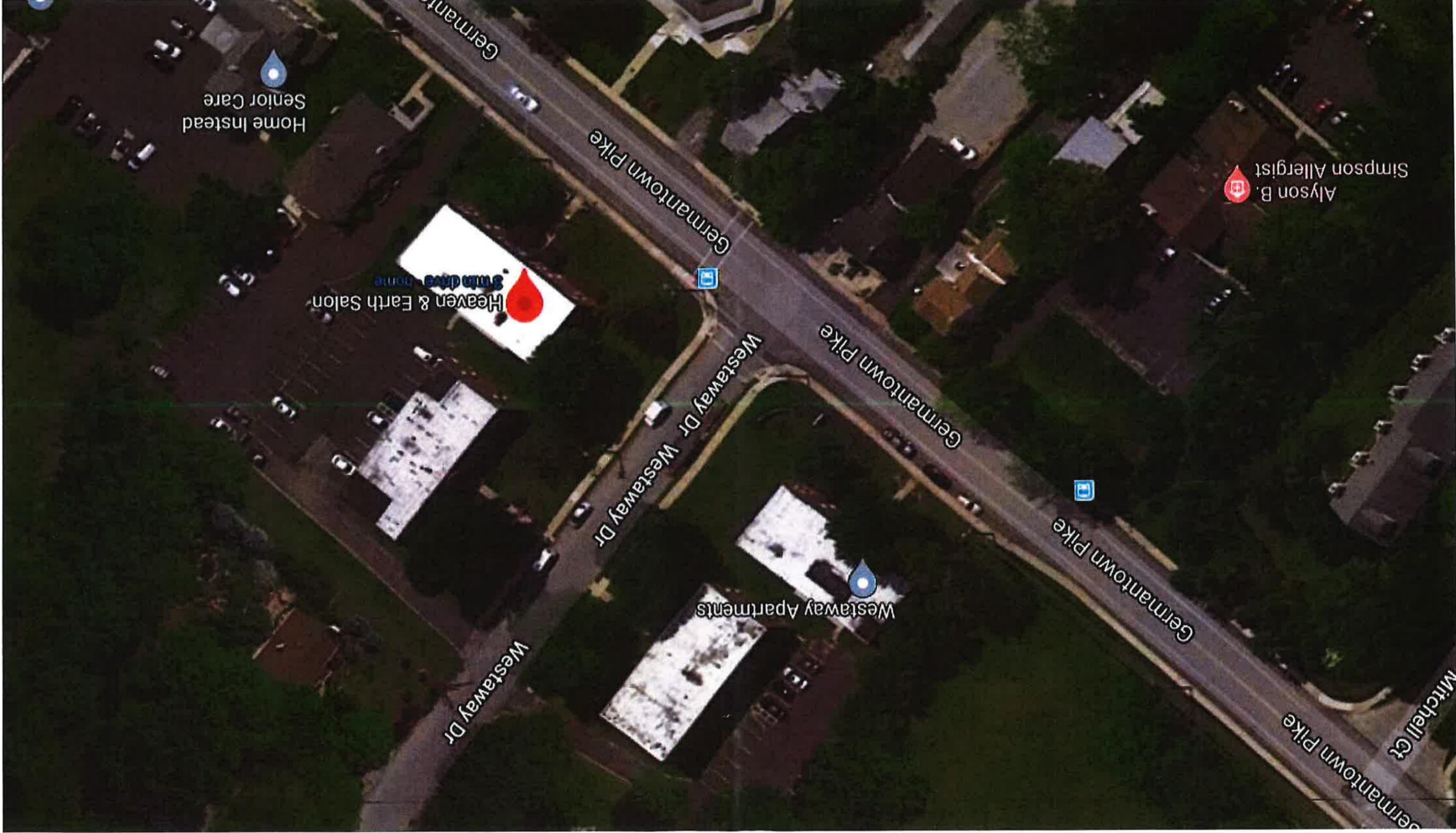
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



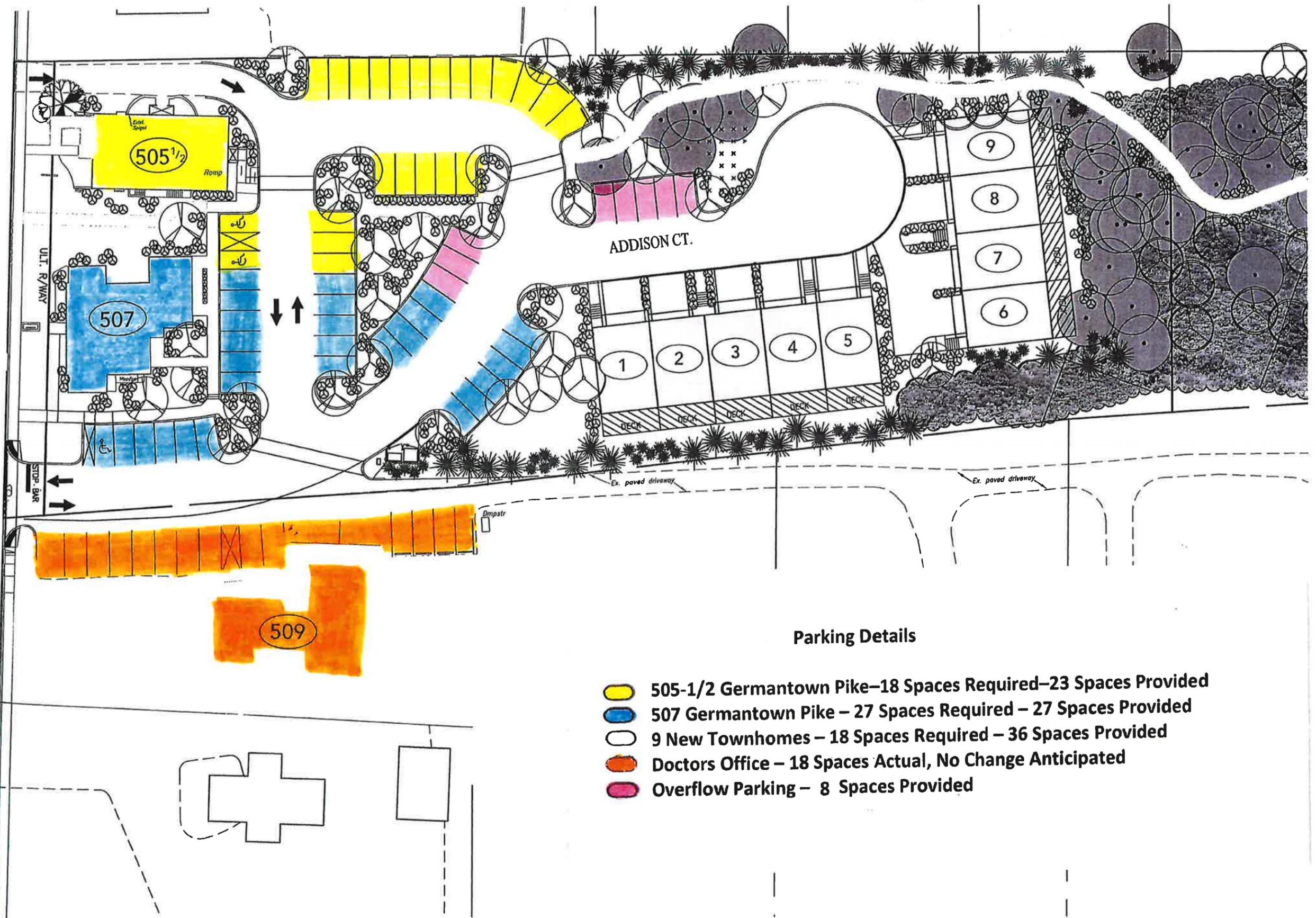
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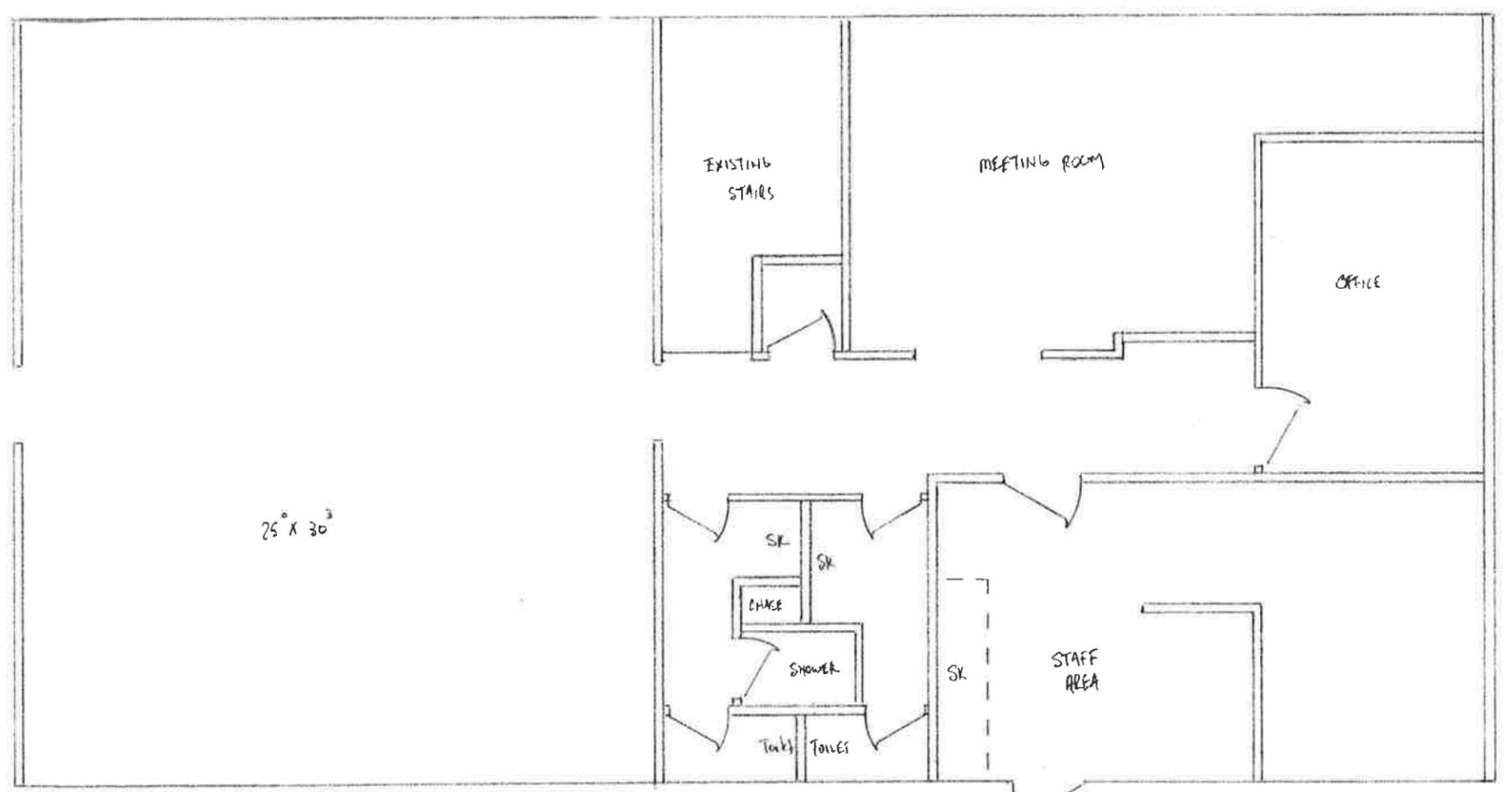


GERMANTOWN PIKE

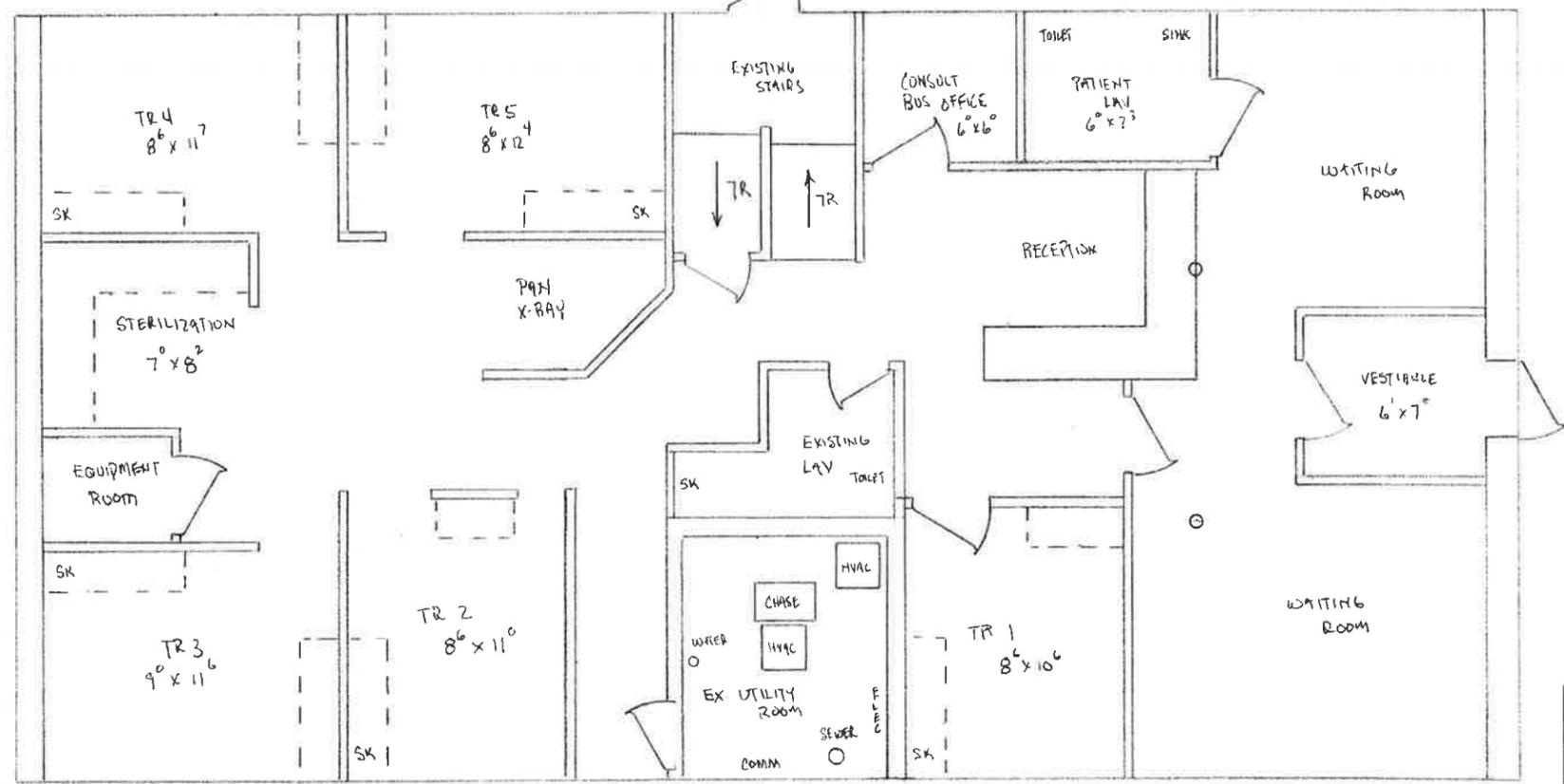


Parking Details

- 505-1/2 Germantown Pike—18 Spaces Required—23 Spaces Provided
- 507 Germantown Pike – 27 Spaces Required – 27 Spaces Provided
- 9 New Townhomes – 18 Spaces Required – 36 Spaces Provided
- Doctors Office – 18 Spaces Actual, No Change Anticipated
- Overflow Parking – 8 Spaces Provided



UPPER LEVEL
ALL ROOMS EXISTING
≈ 1680 SQ. FT.



LOWER LEVEL
≈ 1680 SQ. FT.

DENTAL OFFICE		
SCALE: 1/4" = 1'	APPROVED BY:	DRAWN BY:
DATE:		REVISED:
505 1/2 BERMANTOWN PIKE, LAFAYETTE HILL, PA		
		DRAWING NUMBER:











Whitemarsh TOWNSHIP

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

BOARD of SUPERVISORS

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Richard L. Mellor, Jr.
Township Manager

July 31, 2020

Dhaval Shah
400 R Germantown Pike
Lafayette Hill, PA 19444

**Re: Conditional Use #02-20 Proposed Dental Office
505½ Germantown Pike; Lafayette Hill, PA
Zoning Ordinance Compliance Review**

Dear Dr. Shah:

Please accept this as a review of the Zoning Ordinance compliance issues for the above referenced Conditional Use Application, proposing a Dental Office under Section 116-290.C.(3) of the Whitemarsh Township Zoning Ordinance. This review is based upon your Conditional Use Application and accompanying documentation submitted on July 24, 2020, for 505½ Germantown Pike. We understand that you have this property under agreement of sale; we have been provided with a redacted copy of same.

The property at 505½ Germantown Pike is in the VC-1 Village Commercial District, sub-district 1.

The following are the zoning issues identified that are associated with this proposal:

1. §116-37.F.(1)-(8) Testimony must be provided to allow the Board of Supervisors to make determinations as required in these sections, for all conditional use requests.
2. §116-184.G. All parking shall conform to the requirements of the Whitemarsh Township Fire Prevention Code as enacted and amended. The applicant must obtain approval from the Whitemarsh Township Fire Marshal. (A separate report will be provided from the Fire Marshal.) The parking spaces devoted to this building are existing and include portions of parking areas shared with adjacent uses.
3. §116-290.C.(3) This section permits “medical/dental office” as a conditional use in the VC-1 Village Commercial District, sub-district 1. This application proposes a use under this section and conditional use approval is being sought based upon it.
4. §116-292. This section contains requirements that must be met for all conditional uses in the Village Commercial District. Testimony must therefore be provided to demonstrate compliance with all applicable provisions of this section.

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

Very truly yours,

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

cc: Richard L. Mellor, Jr., Township Manager
Robert A. Sztubinski, B.C.O., Director of Building and Codes
Nick Weaver, Fire Marshal
Sean P. Kilkenny, Esq., Township Solicitor
505A Germantown Pike Associates, LP, Property Owner
Edward J. Hughes, Esq., Applicant's Attorney

WHITEMARSH TOWNSHIP

To: Charlie L. Guttenplan, Director of Planning & Zoning/Zoning Officer

From: NICHOLAS W. WEAVER, FIRE MARSHAL 

Subject: **CU #02-20 Dhaval Shah-Dental Use (505 1/2 Germantown Pike)**

Date: August 11, 2020

cc:

This application cannot be approved at this time for the following outstanding items:

1. Fire Apparatus Access Road widths are not provided. The one way entrance shall have a clear width of 12' & the two way entrance shall have a clear width of 24' as required by Ordinance #484.

Nicholas W. Weaver
Fire Marshal
616 Germantown Pike
Lafayette Hill, PA 19444
Phone: 610-825-3535 ext. 2614
Email: nwcaver@whitemarshwp.org

**COMPREHENSIVE PLAN SELECTIVE UPDATE
REVIEWS**

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

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**MONTGOMERY COUNTY
PLANNING COMMISSION**

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JOHN S. COVER, AICP
INTERIM EXECUTIVE DIRECTOR

July 29, 2020

Mr. Charles L. Guttenplan, AICP
Director of Planning and Zoning
Whitemarsh Township
616 Germantown Pike
Lafayette Hill, Pennsylvania 19444

Re: MCPC #19-0105-002

Plan Name: Whitemarsh Township Selective Comprehensive Plan Update, May 2020
Whitemarsh Township

Dear Mr. Guttenplan:

We have reviewed the above-referenced update to the township's comprehensive plan as required by Section 301 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on June 24, 2020. We forward this letter as a report of our review.

BACKGROUND

Whitemarsh Township has submitted to the planning commission for review a previously reviewed Selective Comprehensive Plan Update, DRAFT, May 2020. The planning commission completed an extensive review of the initial submission in a letter dated July 1, 2019 to the township in accordance with Section 301.C of Pennsylvania Municipalities Planning Code. This review letter provided numerous recommendations to the township for improvements to the plan and future land use map. The revised Selective Comprehensive Plan Update, May 2020 addresses some of the substantive issues and concerns we raised in our letter; however several of our earlier review comments remain relevant and are noted below. We are thus enclosing the July 2019 review letter for your consideration. In addition to the required submission to the county planning commission, the township is required to submit its plan or amendments to all contiguous municipalities and the school district for comments and shall consider

these comments prior to its adoption. The township's previous comprehensive plan was completed in 2003 and has served as the plan the community's for growth management and development in the township for the past 16 years.

CONSISTENCY WITH THE COUNTY & TOWNSHIP COMPREHENSIVE PLANS

The Whitemarsh Township Selective Update, DRAFT May 2020 and the accompanying 2028 Future Land Use Map presents a somewhat mixed picture with regards to its consistency with the county comprehensive plan, MontCo 2040: A Shared Vision and its 2040 Future Land Use Map. In some areas the proposed Future Land Use Map, 2028 is consistent however in other areas it is inconsistent with the county land use vision and plan. The township's vision for several 'Character Areas' is a more generalized overview using a broader brush while the county's is a more granular approach directed at establishing a county-wide land use vision. As mentioned in our July 2019 review letter the township's Future Land Use 2028 Map consequently omits what we believe are needed differentiations for several key land use opportunities. A more detailed consistency discussion regarding several Character Areas and differences with the MontCo 2040 plan are in our comments section that follows.

RECOMMENDATION

We are supportive of the Whitemarsh Township Selective Comprehensive Plan Update, May 2020 and the public process and collaboration that created the plan. We commend the township for the new future land use Character Areas. The new Mixed-Use Node and Mixed-Use Corridor Character Areas are an important land use differentiations which are appropriate designations. We continue to have concerns about Future Land Use Map 2028 and whether it will provide the framework needed to direct community development and growth management over the next 10 years.

Several Character Areas along the township's main legacy roadways- Ridge, Germantown, and Bethlehem Pikes- have a generalized land-use vision that may not protect the integrity of the existing residential, business and open space areas which lie along the corridors. The broad Character Area designations can be an effective tool for future land use planning if they are supplemented by more discussion in the bulleted categories of 'Possible Land Uses'. It remains unclear if the 'Possible Land Uses' are indeed the 'Recommended Land Uses' or are they potentially achievable land uses in the designated areas?

We support the plan's focus on establishing a 'sustainable design and environmental stewardship' goal and action items in the revised plan. We understand this is a 'selective update' and other key comprehensive plan elements will be updated in different phases. We commend township for its work on the Action Plan chapter and support linking the plan's goals with the development of actionable items as outlined in the implementation guidance (Action Plan pages 73-91). We offer the following comments for your consideration.

COMMENTS

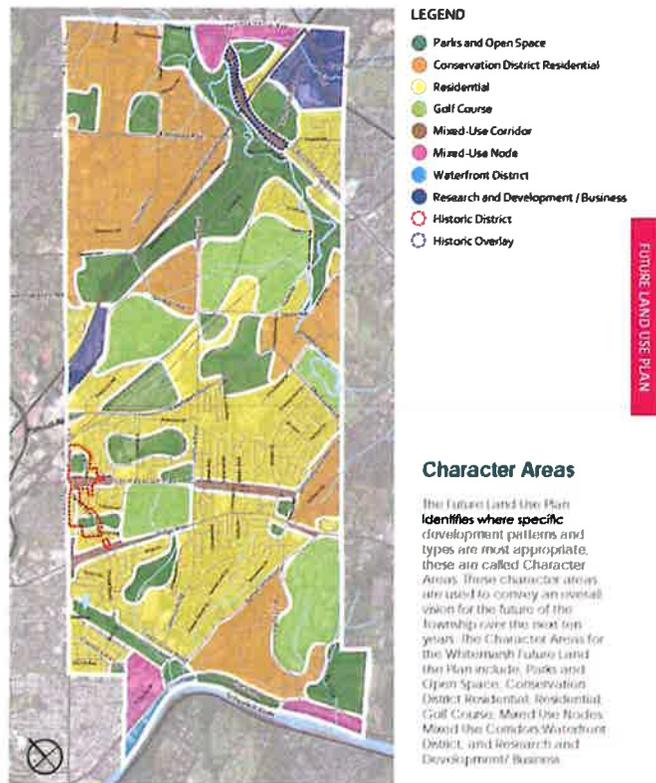
Key Changes from the Whitemarsh Township Selective Comprehensive Plan Update April 2019.

1. Future Land Use Plan

A. Mixed Use Node Character Area

We support the new designation for the three Mixed Use Node Character Areas, all of which are focused around the township’s three SEPTA Regional Rail Stations at Spring Mill, Miquon and Ft. Washington. They represent significant opportunities for the township to leverage future growth and development on existing community assets to create attractive areas for compact and pedestrian-oriented development. This designation recognizes -- to a greater extent than did the previous future land use designation -- the significant transit-oriented opportunities of these areas. The county’s 2040 Future Land Use Map designates both the Spring Mill/Schuylkill Riverfront area and Ft. Washington as a ‘Regional-Mixed Use’ area. The key difference between the township’s designation and the county’s designation is that we envision these areas as supporting a regionally-oriented mixed-use center for both employment and residential uses.

2028 Future Land Use Plan for Whitemarsh Township

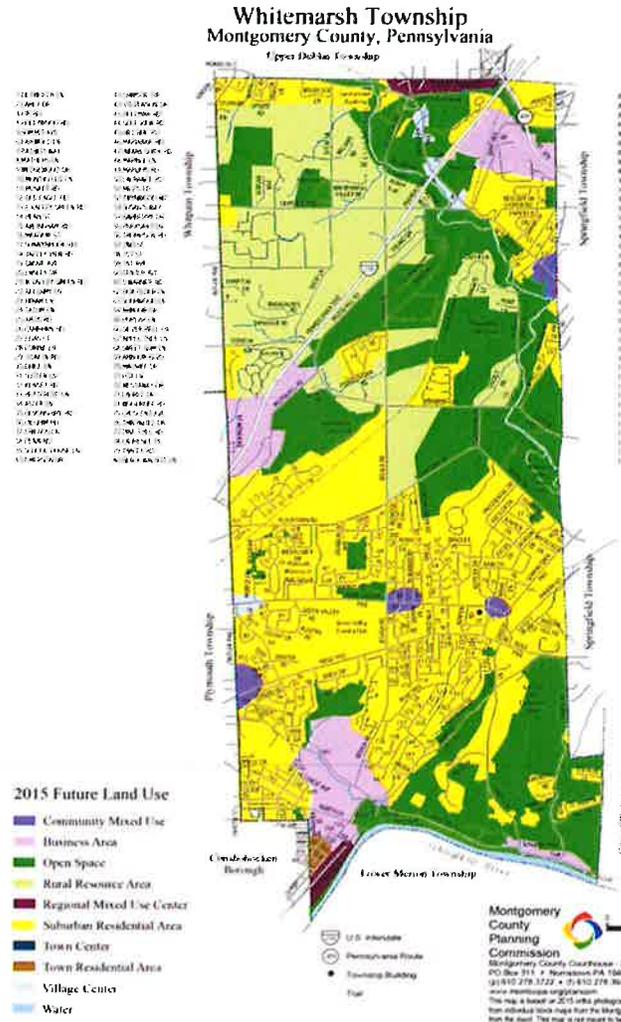


Future Land Use Plan- Whitemarsh Township, 2020

B. Mixed Use Corridor Character Area

We support the revised mapping and new designation for the Mixed Use Corridor Character Area what are designated along the ‘legacy roadways’ of Ridge Pike, Germantown Pike and Bethlehem Pike. We agree with the reduction in the length and area along the corridor devoted to this Character Area. The county’s 2040 Future Land Use Map, as shown below separates the future land use categories into Village Centers, Community Mixed-Use, Suburban Residential and Open Space along these roadways. We believe the challenge for the

township will be how to fashion the Mixed-Use Corridor Character Area into actionable zoning regulations and mapped areas. Our concern is that future development regulations should safeguard the integrity of the residential areas which are interspersed along these roadways.



MONTCO 2040 Future Land Use Map - The County plan differentiates Mixed Use according to the scale, intensity, and type of mixed-uses.

C. Historic District Overlay Character Area-

A new Historic District Overlay Character Area designation is proposed along a portion of Bethlehem Pike separated by the Pennsylvania Turnpike. The future land uses suggested by this designation are not inconsistent with the county’s 2040 Future Land Use Map along this corridor.

2. Implementation Strategy

A. Policy #1- Land Use and Zoning- Land Use-

We have concerns regarding the first bullet point of Policy #1- Land Use and Zoning –Action and suggest some modification to its wording. We recommend the following phrase (italicized)

be added in the statement of Policy #1. It can assist the township in ensuring the preservation of natural areas, farmland, and other unprotected natural resources.

“Focus high density development in areas of the township that already have adequate infrastructure to support growth, . . . **and discourage the extension of public utilities into areas identified as conservation areas**”, consistent with the Future Land Use Plan.”

B. Sustainable Design and Environmental Stewardship

We believe that Action #1.3.5 -- To develop a “Scenic and Natural Resource Inventory”, could be improved by referencing the work of the county’s natural heritage inventory conducted by the Morris Arboretum of the University of Pennsylvania in 2008. The Natural Areas Inventory can be found at the planning commission’s website documents tab-
<https://www.montcopa.org/1459/Publications>

Unchanged Elements from the Whitemarsh Township Selective Comprehensive Plan Update April 2019.

1. Future Land Use Plan Map 2028

In our review letter we raised concerns regarding the generalized approach of using Character Areas in the Future Land Use Map, 2028 and whether this provided adequate guidance to direct community development and growth management over the next 10 years. We continue to believe that additional explanation- more than the suggested bulleted ‘Possible Land Uses’- would be beneficial for the township as it develops and consolidates zoning districts and zoning mapping. Several comments initially stated in our July 2019 review letter remain relevant for the township’s consideration as it finalizes the plan. Rather than reiterate each point from this letter we are enclosing it as an attachment. Please find below the bulleted highlight of the Future Land Use Areas that we recommend be considered from this letter.

- Spring Mill Regional Transit Area; page 4, Comment 1.(C).
- Schuylkill Riverfront; page 4, Comment 1.D.
- Research and Development/Business Character Area, page 4, Comment 1.(E).
- Parks and Open Space Character Area, page 4, Comment 1.(f).
- Conservation District Residential Character Area, page 4, Comment 1.(g).

2. Circulation Plan Comments

In our July 2019 review letter several transportation-related comments under the Circulation Plan remain relevant and would assist the township in its upcoming planning efforts when it updates the Circulation Plan. We offer these in bullet points and direct you to the attached letter for a full explanation of these comments and concerns.

- Ridge Pike Improvements Project, page 6, Comment 2.(a).
- Bike Montco-*The Bicycle Plan for Montgomery County*, page 6, Comment 2.(B).
- Regional Trails- Cross County Trail Map, page 6, Comment 2.(D).

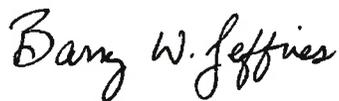
CONCLUSION

The Montgomery County Planning Commission generally supports the proposed Selective Comprehensive Plan Update, May 2020 with its submitted modifications. We recommend the township consider and address to its satisfaction the above mentioned review comments and the relevant comments outlined from the July 2019 review letter.

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 the plan, we request that a paper copy of the approved plan be supplied to our office for our records at your earliest convenience.

Sincerely,



Barry W Jeffries, ASLA, Senior Design Planner
bjeffrie@montcopa.org - 610-278-3444

c: Robert Dambman, Chairman, Township Planning Commission
James Hersh, PE, Township Engineer
David Sander, Township Solicitor

Attachment- July 2019 MCPC Review Letter- MCPC

**MONTGOMERY COUNTY
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JOSEPH C. GALE, COMMISSIONER



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WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

July 1, 2019

Mr. Charles L. Guttenplan, AICP, Director of Planning and Zoning
Whitemarsh Township
616 Germantown Pike
Lafayette Hill, Pennsylvania 19444

Re: MCPC #19-105-001
Plan Name: Whitemarsh Township Selective Comprehensive Plan Update, DRAFT, April 2019
Whitemarsh Township

Dear Mr. Guttenplan:

We have reviewed the above-referenced update to the township's comprehensive plan as required by Section 301 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on April 29, 2019. We forward this letter as a report of our review.

BACKGROUND

Whitemarsh Township has recently completed a selective update to its comprehensive plan and has submitted the *Selective Comprehensive Plan Update, DRAFT, April 2019* for review in accordance with Section 301.C of the Pennsylvania Municipalities Planning Code. In addition to the required submission to the county planning commission, the township is required to submit its plan or amendments to all contiguous municipalities and the school district for comments and shall consider these comments prior to its adoption. The township's previous comprehensive plan was completed in 2003 and has served as the planning vision for growth management and development in the township for the past 16 years. We appreciate the township's cooperation in the preparation of this review after meeting with us to discuss our preliminary review findings via conference call with the township planner, Charles Guttenplan and the planning consultant, Kimberly Baptiste, from Bergmann on June 18, 2019. Many of the issues discussed below were raised during this conversation.

RECOMMENDATION

We are supportive of the *Whitemarsh Township Selective Comprehensive Plan Update, April 2019* and the public process and collaboration that created the plan. We do have concerns about the generalized approach used in developing the Character Areas in the Future Land Use Map 2028 and whether it will provide the framework needed to direct community development and growth management over the next 10 years. We believe the broad Character Area designations can be an effective tool for future land use planning if they are supplemented



by more discussion in the bulleted categories of 'Possible Land Uses'. While we understand this is a 'selective update' other key comprehensive plan elements should be updated. These include the 'Transportation' element and its recommended improvements and priorities which work hand-in-hand with the Future Land Use Map. We recommend the township consider whether the other comprehensive plan elements completed over a decade ago remain the policy of the township or they should be reviewed in the near future and updated to reflect changes in proposed land uses and changing circumstances.

CONSISTENCY WITH MONTCO 2040 COUNTY COMPREHENSIVE PLAN

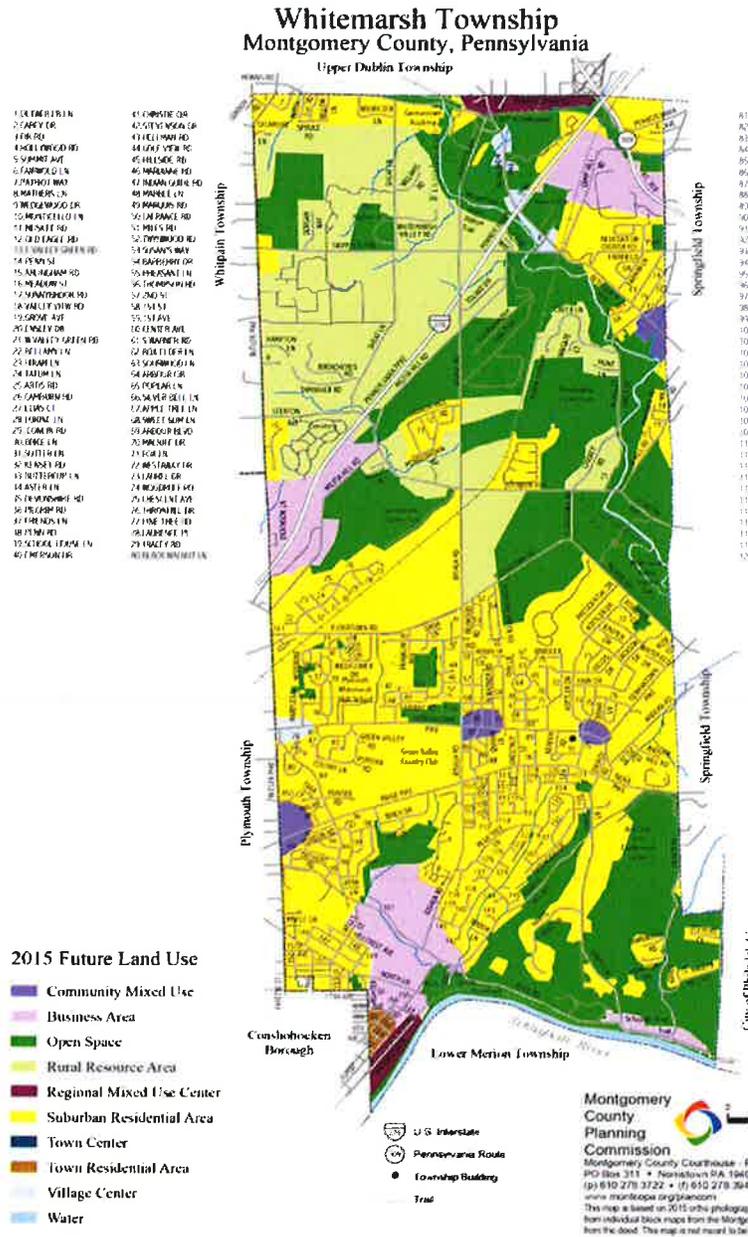
The proposed Whitemarsh Township Selective Update - *2028 Future Land Use Map* presents a mixed picture with regards to its consistency with the county comprehensive plan, *MontCo 2040: A Shared Vision* and its *2040 Future Land Use Map*. The township's 2028 map is generally consistent with *MontCo 2040* plan. The township's vision for several 'Character Areas' is broader-based and consequently omits several needed differentiations for several key land use opportunities. A more detailed consistency discussion regarding several Character Areas and differences with the *MontCo 2040* plan are in our comments section that follows.

COMMENTS

1. Future Land Use Map 2028 and Inconsistencies between MontCo 2040-Future Land Use Map:

- A. *Mixed Use Areas and the Transit-Oriented Development Areas* - The Mixed Use Character Map designation is used for area surrounding the township's two 'transit-oriented development' areas at Fort Washington and Spring Mill Regional Rail Stations. These areas represent a significant opportunity and currently have a wide variety of different scales and different combinations of commercial activities and nearby residential types and densities. We suggest the category of 'Mixed-Use' is a very broad map designation and may not represent the redevelopment and infill opportunities provided to the township by these 'transit-oriented development' areas. They are important assets and the Montco2040 Future Land Use Map designates the Fort Washington and Spring Mill areas in the township as 'Regional-Mixed Use Center' (see map) while the township Future Land Use Map designates these areas as 'Mixed-Use'. The *MontCo 2040 Future Land Use Map* separates this category into 'Community-Mixed Use' for smaller scale land uses and 'Regional Mixed-Use Center' for regionally important land uses. It is our understanding from conversations with the township that additional divisions of various Character Areas with different map designations are not desirable at this time. Consequently, we believe that in order for the plan to provide direction for the community's future development each Character Area discussion should include a more detailed discussion than the bulleted 'Possible Uses'. This would provide a better roadmap and framework for the township to move towards the implementation of its land use vision through zoning code and map revisions.
- B. *Mixed Use Areas and the Arterial Corridors- Ridge, Germantown and Bethlehem Pikes* - The second area of significant difference between the county plan and the township plan is with the designation of 'Mixed-Use' along the arterial corridors which are the legacy roadways from the township's Colonial era. The Mixed-Use designation is given to extensive linear areas along the Ridge, Germantown and Bethlehem Pike corridors. The county plan divides these corridors by intensity of commercial activity, and concentrations of residential land uses. For example, along Ridge Pike from Butler Pike to Joshua Road, we designate the Whitemarsh Shopping Center area as a 'Community-Mixed Use' area and nearby residential areas as 'Suburban-Residential'. We believe this designation helps protect the integrity of the residential land uses that lie along this corridor and it suggests the need for regulatory measures to buffer

and to provide effective transition zones. We are concerned that a single 'Mixed-Use' designation may not effectively guide community development and future infill development along this corridor and along Germantown and Bethlehem Pikes.



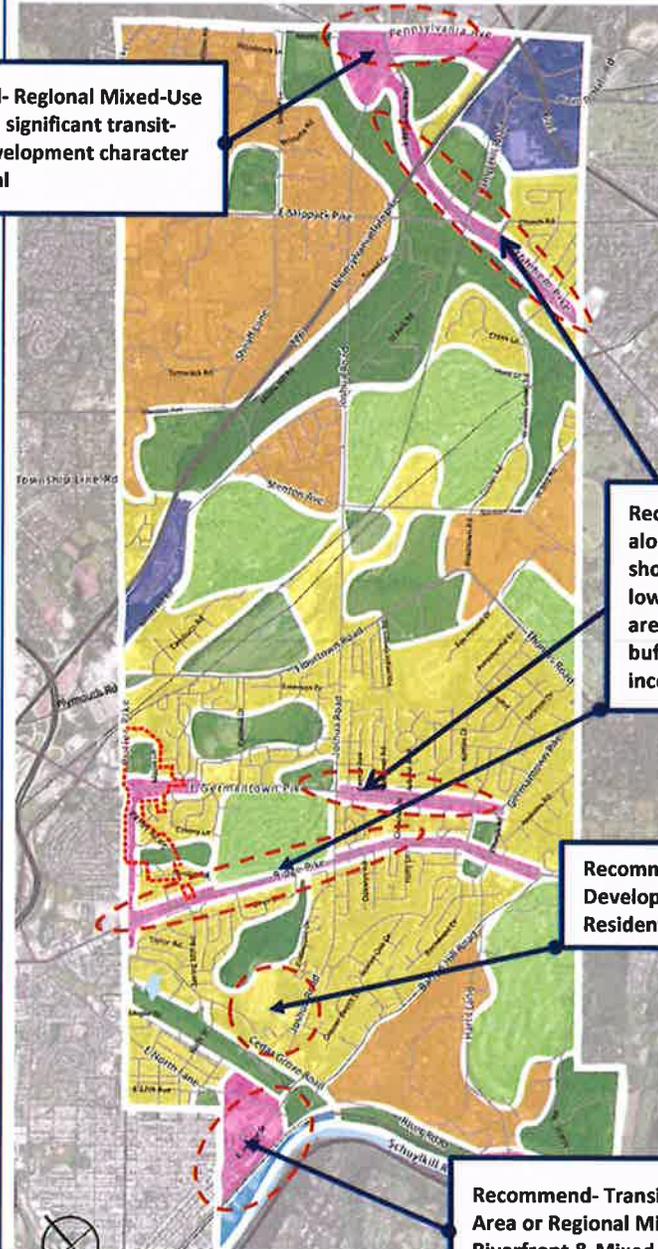
MONTCO 2040 Future Land Use Map - The County plan differentiates Mixed Use according to the scale, intensity, and type of mixed-uses.

- C. *Spring Mill Regional Rail Transit Area & the Schuylkill Riverfront* - As mentioned above, the township's Future Land Use Map designates two Character Areas for the area surrounding the Spring Mill Regional Rail Station. The area south of the Norristown/Manayunk rail corridor is 'Riverfront' while the area north of this extending northeast of North Lane is 'Mixed-Use'. The county's Future Land Use Map designates this area which the township plan separates into two designations as a 'Regional Mixed Use Center'. This acknowledges the significant opportunity which the Spring Mill Regional Rail Station provides, especially when combined with the underutilized and vacant land along the township's Schuylkill Riverfront. We recommend the township consider whether the Mixed-Use Character Area designation in this area surrounding Spring Mill captures the potential re-development opportunities and adequately leverages the rail and the Schuylkill Riverfront assets.
- D. *Schuylkill Riverfront* - The Riverfront Character area discussion omits references to the decades long planning work the township has invested in creating plans and zoning districts which support the redevelopment of the riverfront. This include the Whitmarsh and Conshohocken Riverfront Plan, 2016 a joint plan which identified new street patterns and networks, streetscape improvements and design standards to guide the redevelopment of the Schuylkill Riverfront. The plan mentions this in a brief bullet point format in the Possible Land Uses, "high-density development consistent with the vision in the Riverfront Plan'. We believe this falls short of adequately providing the direction needed in the Comprehensive Plan update for this potentially important re-investment area. The plan could be improved by including additional supporting discussion and information including: a rebuilt and newly improved Washington Street and streetscape; the Riverfront trail; and improvements for pedestrians to access the Spring Mill Regional Rail Station.
- E. *Research and Development/Business Character Area and the Joshua and Cedar Grove Road Area* - We recommend the township consider designating the area surrounding Joshua and Cedar Grove Roads as 'Research and Development/Business' instead of the proposed 'Residential Character Area'. The *MontCo 2040 Future Land Use Plan and Map* designates this area as a 'Business-Area' instead of the township's designation of it as a 'Residential Character Area'. We see the future land use as one which supports medium-density concentrations of employment-related land uses such as offices, research and development, light manufacturing, and warehouses. The township may wish to consider preserving, to the greatest extent feasible, the business land uses which support employment centers.
- F. *Parks and Open Space Character Areas* - The township designates the area near the Militia Hill Road and Stenton Avenue intersection, next to the Pennsylvania Turnpike, as 'Parks and Open Space Character Areas.' The area is currently zoned as CLI- Limited Industrial and in the past several months a proposal was submitted to amend the zoning code to allow townhouses as a permitted use subject to certain regulations. Concurrently a sketch plan was submitted for a townhouse community on a 20+ acre development tract. In this review we supported keeping the future land use at this location directed to employment related land uses. This includes offices, research and development related land uses. The township may wish to consider whether the 'Parks and Open Space Character Areas' is an appropriate designation given the surroundings and the area's adjacency with to other CLI-Limited Industrial uses.
- G. *Conservation District Residential Character Area and Residential Character Area* - The plan uses these two designations for residential land uses for its Future Land Use Map 2028. We believe the categories generalize several residential categories and densities. We recommend that a discussion of the 'Possible Land Uses' (bulleted points) should be expanded to include a discussion of each bulleted point. The township should consider establishing locational criteria for the various housing types and the appropriate transition and buffering areas for the various residential uses. As proposed, the discussion is very limited and is not as helpful as it should be in directing different types of residential land uses to

areas for which the use is best suited. For example in the Conservation District Designation, 'Possible Land Uses' are listed as Open Space, Large-Lot Residential and Cluster Residential Areas while the other residential designation lists five other types of residential uses including carriage homes and townhomes.

2028 Future Land Use Plan for Whitemarsh Township

Recommend- Regional Mixed-Use Center- with significant transit-oriented development character and potential



LEGEND

- Parks and Open Space
- Conservation District Residential
- Residential
- Golf Course
- Mixed-Use
- Waterfront District
- Research & Development / Business
- Historic District Overlay

Recommend- the Mixed Use Character areas along Ridge/Germantown/Bethlehem Pike should recognize to a greater extent & detail low, medium and higher density mixed use areas and how existing residential areas which buffer these are preserved & protected from incompatible infill proposals.

Character Areas

Recommend- Research & Development/Business instead of Residential

types are most appropriate, these are called Character Areas. These character areas are used to convey an overall vision for the future of the Township over the next ten years. The Character Areas for the Whitemarsh Future Land Use Plan include, Parks and Open Space, Conservation District Residential, Residential, Golf Course, Mixed-Use, Waterfront District, Research & Development / Business, and Historic District Overlay.

Recommend- Transit-Oriented Development Area or Regional Mixed Use rather than Riverfront & Mixed-Use Character Areas

2. **Circulation Plan.** The Circulation Plan is very general in nature and the recommendations are not specifically directed to any location on the Township's roadway map. This could be improved so the Circulation Plan is a useful tool in implementing the Future Land Use Map. For example, Policy #1 (pg. 54) states: *"Maintain and improve the Township's roadway system to be consistent with the future land use map, ensuring safe connections and routes for multiple transportation needs."* It would be more useful in planning and implementation of this and other recommended policies if improvements projects and priorities were specific, identified, and mapped in the document.

- A. *Ridge Pike Improvements Project* - This project in Whitmarsh and Springfield Townships will rebuild from bottom up the roadway from Butler Pike to the boundary with Philadelphia. It will reduce traffic congestion and improve pedestrian safety and transit accessibility along the roadway. While the county is funding 100% of the costs, the roadway improvement depends upon the collaborative efforts of a number of stakeholders including Whitmarsh Township. The county, in partnership with multiple stakeholders including the township, is in preliminary design for this project. The county requests the township support this project in the plan and identify it as part of the township's recommended improvement projects.
- B. *Bike Montco, The Bicycle Plan for Montgomery County* - The adopted plan focuses on creating a bicycle network throughout the county by using on-road bicycle improvements to connect low-stress neighborhood streets with important destinations and the county regional trails. We request that the township consider supporting this initiative and provide a discussion, map, and graphic for the planning initiative in a manner similar to the plan's discussion and graphic for the WALK Montco Initiative (pg. 7). We believe this is an opportunity for the township to participate in building incrementally a network of bikeable roadways through planned improvements. For further information see the website.

https://www.montcopa.org/DocumentCenter/View/21389/Bike-Montco-Book-2018_ADOPTED?bidid=

- C. *Complete Streets* - The 'Complete Streets' policy is presented and discussed as graphical representation (pg. 55); however, there is no mention of specific areas of the township where this is an identified priority. The Germantown Pike 'Complete Streets' improvement project from Joshua Road to Church Road, which is on the DVRPC FY 2019 Transportation Improvement Project, should be discussed and mapped. The implementation of the project depends upon some local funding and consequently we recommend the plan should identify it as an improvement priority. There are other projects such as this which are omitted. We recommend the township re-examine the Circulation Plan to identify transportation priorities and projects along with mapping which could be included in the plan to support its land use vision for the community. These projects can be specifically identified and part of the recommendations. This will assist the township in future efforts to prioritize its improvement projects and create funding partnerships with various agencies.
- D. *Regional Trails* - The Trails map (on page 17) reflects the 2006 Proposed County/Regional Trails which is considerably out of date in presenting preferred trail alignments. The proposed alignment of the Cross-County Trail shown in this map has changed and we recommend the trail map used in the plan reflect the 2019 proposed alignments. The township should contact Henry Stroud, Chief of Open Space/Trails for assistance in obtaining the current GIS Cross-County Trail layer which could be used in the plan to show the proposed alignment for a 2019 trail map. We suggest that the Trails map could be improved by labeling and representing some of the surrounding roadways that intersect with the various trails.

- 3. Townhouse Communities.** The development of townhomes in the township is an issue of continuing community concern and controversy. The plan should address in a more substantive manner the locational and design standards for townhomes. We suggest the omission may shortchange the comprehensive planning process which is designed to confront controversial land use issues. During the economic recovery since the Great Recession of 2009-11; we have seen a dramatic increase the number of townhouse residential units being constructed in the eastern part of the county including Whitemarsh. Many of these are infill developments on remaining vacant parcels ranging from 5-20+ acres in size. They have become one of the primary forms of residential developments and present numerous development challenges.

We support the 'cluster development' discussion and its recommendations which is the focus of much of the Housing section, including several actions to simplify the regulations to make it a more attractive development option. We believe the Housing section could be improved by including a discussion and policy recommendation that supports the Best Practices found in *Building Better Townhouse Communities*, a recent MCPC publication as a primary source. We suggest that an inset and graphic for Best Practices for townhouses similar to the Cluster Development discussion would be helpful. We are happy to share graphics and any images with the Township for your use. We recommend the township consider 'Supplemental Regulations' that incorporate the Best Practices from the *Building Better Townhouse Communities* guidebook. These include: innovative site designs that incorporate central and connected green spaces; rear-loaded garages and alleys; considerations for preferred alternatives where alleys are not feasible; and architectural guidelines to ensure front-loaded garages have a limited portion of the townhouse front façade or may be single-car wide. Here is the link.

https://www.montcopa.org/DocumentCenter/View/19028/Building-Better-Townhouse-Communities_Final-webversion?bidId=

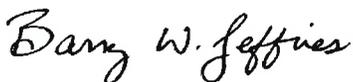
CONCLUSION

The Montgomery County Planning Commission supports *The Whitemarsh Township Selective Comprehensive Plan Update*, April 2019 and we recommend the township consider to its satisfaction the above mentioned comments regarding inconsistencies with the MontCo 2040 Future Land Use Map, Circulation Plan issues, and other identified issues.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final approval of the plan will be made by the municipality.

When the governing body approves the final comprehensive plan update, we request the township provide our office with a copy of the final plan within 30 days of adoption.

Sincerely,



Barry W. Jeffries, ASLA, Senior Design Planner
bjeffrie@montcopa.org - 610-278-3444

c: Richard Mellor, Township Manager
Vincent Manuele, Chrm., Township Planning Commission
Krista Heinrich, Township Engineer

Charlie Guttenplan

From: Baptiste, Kimberly <kbaptiste@BERGMANNPC.com>
Sent: Wednesday, August 5, 2020 3:29 PM
To: Charlie Guttenplan
Subject: RE: Act 247 submission: Selective Comprehensive Plan Update, May 2020, MCPC # 19-0105-002

Hi Charlie.

Looping back on the second set of comments from Montgomery County. I think much of this will require you to or the Planning Board to weigh in on, as well.

- In general, I believe land use decisions and approach should lie with the Township and recommendations for land use areas are a locally driven decision, as opposed to County. I don't believe the County FLUP should take precedence or necessarily dictate decisions at the local level. However, if there are desired changes per the comments noted in the letter, we can make additional modifications to the map / character area boundaries.
- As previously discussed, one of the benefits of the broader character area approach to the FLUP is the flexibility it affords when the Township moves forward with a zoning update, where all of these topics will be further explored and precisely narrowed. I know we had once discussed adding more detail and then moved away from it. We are open to direction from the Township. This applies to a number of comments, including the FLUP references on page 5.
- Specifically the comment on the top of page 4 related to the Mixed Use Corridor to me is a matter that would be addressed as part of a zoning update. We can add language eluding to the preservation of residential areas, but that is not 100% consistent with all of the discussions of the committee, when discussing from the perspective of a long term planning horizon, for particular corridors.
- I am fine adding text to the land use and sustainable design policies as noted on page 5, if the Township is also comfortable.
- I thought we had added sidebars referencing the Ridge Pike Improvements and Bike Montco but in going back I do not see them. We should and will add these references for context. Bike Montco is already referenced in an action, as well.
- Regional Trails. Henry Stroud reviewed the map and said it looked right, with one segment missing outside the Whitmarsh Township lines. This email was dated 9.20.19. As he concurred with the trail map within the Township we believed we were all set in addressing this original comment.

Thanks Charlie. Let me know if this gives you enough for your meeting or you'd like to discuss.

Kimberly

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Pennsylvania State Historic Preservation Office

PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION

August 13, 2020

Charles Guttenplan, AICP
Director of Planning and Zoning
Whitemarsh Township
616 Germantown Pike
Lafayette Hill, PA 19444

**RE: Comments on Selective Comprehensive Plan Update (Draft May 2020)
Whitemarsh Township, Montgomery County**

Dear Mr. Guttenplan,

Thank you for requesting the Pennsylvania State Historic Preservation Office's comments on the current draft update to Whitemarsh Township's Comprehensive Plan. I believe many of my previous comments have been addressed in the current draft and do not have anything additional to add at this time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cory R. Kegerise'.

Cory R. Kegerise, AICP
Community Preservation Coordinator, Eastern Region

Deana Shuler

From: Christopher Lane <philalanes7@gmail.com>
Sent: Thursday, June 11, 2020 1:04 PM
To: Tom Blomstrom
Cc: Chris Indelicato; Steve Kaufman; Hugh Moulton; Joan Biddle; Laura Nester; eshinn@erslawfirm.com; Rick Mellor; Charlie Guttenplan
Subject: Re: UPDATE: Open Space Committee - Comprehensive Plan Update

Tom:

Thank you for alerting us to this latest draft!

I compared this draft to the changes we recommended last year, and these are the changes I noted. Those we recommended are in bold type.

Under Policy #3 - Open Space Preservation:

We recommended the addition of "**Retain the services of a dedicated professional or develop in-house capacity to** proactively engage with private landowners to develop strategies [deleted "long term"] for open space preservation, trail connections, and easements, **including using open space funds to reduce density of proposed developments.**" Instead this draft says "Enhance ability to proactively engage....."; they did delete "long term"; and the last phrase was revised to "...reduce development yield." One of the recommendations in the plan of 2006 (page 65, TW-5) is: "1. Create a permanent staff position (Open Space Steward) whose primary task will be to oversee, coordinate, communicate and execute the Township's open space initiatives. The proposed duties of this position are generally described in Appendix E: County review and Response following page 125." Our intent with this latest draft of the plan was to reinforce this recommendation, but if it remains unchanged in the final version of the updated plan, we should still be able to do something with it.

We recommended the addition of: "**Proactively utilize the extensive resources of the Open Space Funds to purchase or protect open space and acquire open space benefits**". This was not added. It's possible that they felt that this statement was redundant or obvious.

Under Policy #1 - Open Space Network

We recommended: "Preserve, maintain, and expand the Township's extensive network of open spaces, **consistent with the Township's Open Space Plan dated 2006**". This phrase was added.

We recommended: "**Maintain a central record of successful and unsuccessful attempts to acquire open space throughout the Township**". This was not added. Tom -- can we do something like this anyway? Sometimes the Township gets involved with proposals/transactions impacting open space that the Committee is unaware of, and it's difficult for us to know what has already been considered.

We recommended: "**Partner with land trusts and conservation organizations to jointly identify and pursue open space opportunities, including stewardship and educational programs**". This sentence was added.

I think I identified all the changes we recommended, and how they are or are not reflected in the latest draft. If I've missed anything please let us know.

Thank you all!

Chris L.

On Fri, Jun 5, 2020 at 7:56 AM Tom Blomstrom <tblomstrom@whitemarshwp.org> wrote:

Dear Open Space Committee -

Good morning. I hope that you and your families are well during this challenging time of the pandemic and civil unrest in our nation.

Some good news! Per your request, I am happy to share with you the below Updated Comprehensive Plan Draft. It was posted to the Township Website yesterday and was in the Whitemarsh Weekly Eblast last evening.

A new draft of the Township's "Comprehensive Plan Selective Update" (May 2020) is now on the Township's website.

It replaces a 2019 draft and contains edits and updates that the Township Planning Commission has been working on since last fall.

The Action Plan, containing recommended implementation activities, has been substantially updated with new actions and priorities recommended.

The direct link to the updated doc is: www.whitemarshwp.org/CompPlanUpdate2020

The document is available in two places:

The "Update to the Township's 2003 Comprehensive Plan" page: <https://www.whitemarshwp.org/469/Update-to-the-Townships-2003-Comprehensi>

and

The "Comprehensive Plan Update Recent Documents" page: <https://www.whitemarshwp.org/480/Comprehensive-Plan-Update>

The next steps toward adoption will be discussed briefly at the June 23, 2020 meeting of the Planning Commission.

Thank you for your assistance during this important community process.

Be safe.

Best,

Tom B.

Thomas J. Blomstrom

Director of Parks and Recreation

Whitemarsh Township

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2020 Open Space Committee Meeting Dates – 7pm at the Township Administrative Building

Wednesday, July 22nd

Wednesday, October 28th

Deana Shuler

From: Weiss, Karen <KWeiss@plymouthtownship.org>
Sent: Monday, July 20, 2020 3:19 PM
To: Charlie Guttenplan
Cc: Rick Mellor
Subject: Whitemarsh Township Comprehensive Plan

Hi Charlie,

I had a chance to peruse the (Draft) Selective Comprehensive Plan Update (May 2020).

It is very well done and full of great ideas. Good luck with the adoption process.

Sincerely,

Karen

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