



**Community Development  
Department**

100 Parklane Drive • Eagleville, PA 19403  
Phone: (610) 635-3514 • Fax: (610) 539-6347  
www.lowerprovidence.org

**LOWER PROVIDENCE TOWNSHIP ZONING HEARING BOARD APPEAL  
APPLICATION**

Resources For Human Development, Inc.

Applicant(s) Name

4700 Wissahickon Ave, Suite 126

Street Address

Philadelphia, Pennsylvania 19144

City, State & Zip Code

Attorney: 610.825.8400

Phone Number

Attorney: jclement@wispearl.com

Email Address

Z-22-14

Appeal Number

Hearing Dates

\$7725.00

Application Fee

Credit Card

ck#

JUN 30 2022 PM 3:55

Date Stamp Received  
(For Official Use Only)

The following is a list of questions designed to assist you and the Zoning Hearing Board in the efficient and speedy review of your appeal. Please thoroughly answer all questions, which are applicable to your appeal. If you believe the question does not pertain to your appeal, please indicate on this form by answering "Not Applicable". *All questions must be answered to consider this appeal form complete.*

A complete site plan, construction documents and a copy of your deed must be attached to this application. Please refer to **Section 2.B. of the Lower Providence Township Zoning Appeal Procedures and Policy for this requirement.** Please return this form to the Zoning Director when you file your application. Please type or print clearly.

**Please complete the following questions:**

1. What is the applicant's interest in the premises affected? (i.e. property owner, equitable owner, tenant.) Equitable Owner

2. If applicant is represented by an attorney or counsel please provide their full name, address, phone and fax number.

Wisler Pearlstine, LLP, M. Joseph Clement, Esq. jclement@wispearl.com, 610.825.8400, 610.828.4887

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3. If the property owner is not the applicant, list the full name, address and phone number of the property owner. Also, if the applicant is not the property owner, the applicant must provide a signed and notarized letter from the property owner stating his/her permission to allow the applicant to represent the property owner at the zoning hearing board with this zoning appeal.

Applicant is equitable property owner. Title property owner is: Jacquelyn D'Arcy, 1050 Copeland School Road

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West Chester, Pennsylvania

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4. Please provide the requested information about the property involved in this zoning hearing appeal as described below:

Location: 1217 S. Trooper Road  
\_\_\_\_\_  
(Street Address)

Parcel Identification Number: 43-00-15100-00-4  
\_\_\_\_\_

Lot Size: 47865 Square Feet, more or less  
\_\_\_\_\_

Present Use: Most recent use: motorcycle dealership and repair shop with apartment Zoning District: HC  
\_\_\_\_\_

Date of when Present Use began: unknown Date of acquisition of this property by the owner: 1994  
\_\_\_\_\_

Please list each structure and it's use currently located on this property:

Primary Structure: motorcycle and motorcycle parts sales; motorcycle repair; apartment

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Accessory Structure: detached garage/storage

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5. Is your home or principal structure connected to: (please circle all that apply)

A. public water B. public sewer C. private well D. private on-lot septic E. not presently connected

If you are not connected at this time, what type of sewage and water facilities is available to the property?

public water and public sewer

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6. Are there any outstanding state or federal violations cited on this property at the time of this application?

No \_\_\_\_\_ If yes, please explain these violations below: \_\_\_\_\_

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7. Has any previous zoning appeal been filed in connection with this property? Not to Applicant's knowledge

If yes, \_\_\_\_\_

(List applicant's name, date & nature of appeal)

8. Type of Appeal Sought:

- ⇒ Variance Appeal \_\_\_\_\_
- ⇒ Special Exception Appeal  \_\_\_\_\_
- ⇒ Interpretation of Zoning Ordinance  \_\_\_\_\_
- ⇒ Enforcement Notice Appeal \_\_\_\_\_
- ⇒ Other Appeal  \_\_\_\_\_ (Describe) Appeal from Zoning Officer Determination; Substantive Validity Challenge; Curative Amendment

**You must list all sections of the Lower Providence Township Zoning Ordinance in which you are seeking zoning relief from on the following lines: (Please note that if this section is not complete, the appeal will not be heard)**

See attached Addendum

9. State in narrative form the nature of your appeal including the primary relevant facts intended to be presented to the Zoning Hearing Board. Please include a description of all explosive or toxic materials to be stored on this site. Please reference to your attachment if additional space is needed.

See attached Addendum

10. What is the exact use proposed for the property? List current and proposed hours of operation, number and type of employees, business equipment to be used or stored at the site, nature of normal business operations. (Please reference to your attachment if additional space is needed.)

See attached Addendum

11. Describe the proposed landscaping for this property for screening, if any. Please indicate the type of landscape buffering proposed, if any.

Not Applicable

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12. What is the character of the buildings and uses on abutting properties and what is the general character of the surrounding neighborhood? (Please reference to your attachment if additional space is needed.)

See attached Addendum

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13. What will the impact of this use be on existing traffic patterns and volumes for this Zoning Appeal? Also, please specify the amount of parking spaces and unloading areas as specified in the Lower Providence Township Zoning Ordinance.

See attached Addendum

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14. Will the proposed use emit smoke, dust, odor or other air pollutants, noise, vibration, light, electrical disturbances, water pollutants, or chemical pollutants? Such evidence may include the proposed use of proven special structural or technological innovations. Please provide specific and detailed information on all of the aforementioned topics. Please reference to your attachment if additional space is needed.

No

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15. Will the zoning relief requested, if authorized, alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use of development of adjacent property, or be detrimental to the public welfare? Please give reasons for your answers to the aforementioned questions by explaining below: (Please reference to your attachment if additional space is needed.)

No

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16. (I) (WE) believe that the Board should approve this request because: (include the grounds for the zoning appeal or reasons both with respect to case law and fact for granting this use requested. Please reference to your attachment if additional space is needed.)

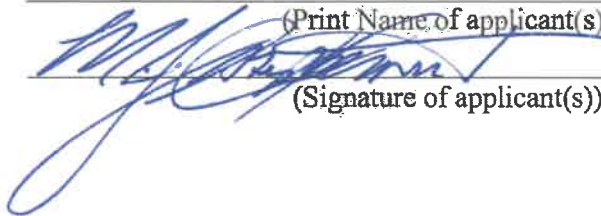
See attached Addendum

I hereby certify that all of the above statements contained in this zoning appeal application and any papers or plans submitted with this zoning appeal to the Lower Providence Township Zoning Hearing Board herewith are true and correct to the best of my knowledge and belief.

Date 6.30.22 M. Joseph Clement, Esq. Attorney and Authorized Representative

(Print Name of applicant(s))

Date 6.30.22



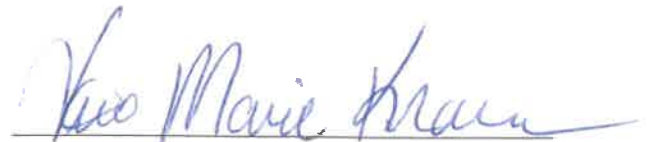
(Signature of applicant(s))

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 30 day of June, 2022

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year aforesaid.

(SEAL)

  
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal  
VICKI MARIE KRAMER, Notary Public  
Montgomery County  
My Commission Expires September 13, 2023  
Commission Number 1355949

**ADDENDUM TO LOWER PROVIDENCE TOWNSHIP ZONING HEARING BOARD  
APPEAL APPLICATION**

**1217 S. Trooper Road**

Applicant, Resources for Human Development, Inc. ("Applicant" or "RHD") is the equitable owner of the property located at 1217 S. Trooper Road, Lower Providence Township ("Township"), Montgomery County, Pennsylvania, having parcel identification number 43-00-15100-00-4 ("Property"). The Property is slightly over an acre (approximately 47,865 square feet) and is in the Township's HC-Highway Commercial zoning district ("HC-District").

**Background**

The immediately surrounding neighborhood is largely nonresidential. Attached hereto as "Exhibit 1" is a Google Maps image of the Property and surrounding neighborhood. The Property fronts on Trooper Road and is bound by State Route 422, a PECO substation, and a vacant parcel (the Google Map image shows the old Liberty gas station which was purchase and demolished by PECO). The Property has access to Audubon Road (by way of an access easement through the PECO property) and Trooper Road. Directly across Trooper Road is a church (St. Teresa of Avila). The closest residence to the Property is across Trooper Road, at the corner of Parkview Drive.

The Property is improved with 2 buildings. The principal structure on the Property is an approximately 20,000 square foot building, built in approximately 1959 ("Building"), which, most recently, was used as a motorcycle dealership, motorcycle parts shop, repair shop and apartment. The accessory structure is an approximately 570 square foot storage shed/garage. A Montgomery County Board of Assessment map showing the Property and surround properties, together with a sketch of the Building are attached hereto as "Exhibit 2".

The Property is also improved with a parking lot, driveways, and related improvements. Applicant proposes to renovate the existing Building to make it a two story, flat roof structure, and use the Building as a Supportive Short Term Housing Program ("SSTH Program") facility comprised of approximately 60 efficiency/single room occupancy units and common amenity spaces (including a laundry room, common lounge/dining area, private meeting rooms and office space. The primary purpose of the SSTH Program is to provide emergency housing for single adult individuals from Montgomery County experiencing homelessness. Applicant is a nonprofit organization which runs the SSTH Program in partnership with the Montgomery County. At least 1 but not more than 10 support staff personnel will be onsite at all times. All SSTH Program services are provided free of charge. A more detailed description of Applicant's proposed use of the Property is set forth in the Request of Zoning Determination and Issuance of Zoning Permit to the Township ("Request"), a true and correct copy of the Request (including exhibits) is attached hereto and incorporated herein as "Exhibit 3".

Applicant is not proposing to install additional landscaping or screening at this time. Applicant's consultant has completed a preliminary traffic analysis which indicates

that Applicant's proposed SSTH Program use has at most no greater impact on traffic patterns and volumes than the most recent motorcycle dealership use. Applicant's proposed use will not emit undue amounts of smoke, dust odor or other air pollutants, noise vibration, light electrical disturbances, water pollutants or chemical pollutants. Applicant's proposed use will not alter the essential character of the surrounding neighborhood or substantially or permanently impair the appropriate use and development of adjacent property. Moreover, Applicant's proposed SSTH Program use is not detrimental to public health, safety, or welfare; to the contrary, Applicant's proposed use provides a significant benefit to the public, and in particular Montgomery County residents, by providing emergency housing services to those in need free of charge.

### **Request for Zoning Determination and issuance of Zoning Permit**

On May 20, 2022, Applicant, through the undersigned, submitted the Request to the Township seeking a determination from the zoning officer that Applicant's proposed SSTH Program use is permitted by right on the Property as a Class 2 philanthropic use permitted by right in the HC-District under Township Zoning Code Section 143-108.J, and issuance of a zoning permit. On June 7, 2022, the Township's Director of Community Development responded to the Request by email with a letter dated May 31, 2022 ("Denial Letter") attached thereto. In the Denial Letter, the Township Director of Community Development (which also serves as the Township Zoning Officer) opined that: 1) the proposed SSTH Program use is not permitted at the Property; and 2) the Applicant's proposed use is "very clearly" Institutional Group Living Quarters" which is not a permitted use in the HC-District". True and correct copies of the Denial Letter and cover email are attached hereto as "Exhibit 4".

### **Applicant's proposed use of the property is a philanthropic use**

Applicant's proposed SSTH Program Use is a philanthropic use. Applicant is a non-profit. See, Exhibit 3. The primary purpose of the SSTH Program is to provide emergency housing for single adult individuals experiencing homelessness. Id. In addition, the SSTH Program use provides additional supportive services including service counseling, transportation, rapid rehousing services, meals, clothing, like skills training and benefits counseling. Id. All services, including housing, are provided free of charge. Id. Under Township Zoning Code Section 143-108, a "philanthropic use" is a permitted use for the Property. "Philanthropic use" is not defined in the Township Zoning Code. A detailed analysis of "philanthropic use" is set forth in the body of the Request, and the professional opinion letter of architect/land planner Joseph A. Zadlo attached thereto as Exhibit "E". In short, Applicant's proposed use of the Property, which includes providing emergency housing services to adult residents of Montgomery County is obviously a philanthropic use.

The Township's focus on Applicant's non-profit status alone is misplaced. The Township reasoned that "while the Applicant is a non-profit organization, this does not mean that the proposed use constitutes a philanthropic use". See, Exhibit 4. Applicant's non-profit status is just one factor in the multi-factor analysis set forth in Applicant's Request that supports the fact that the SSTH Program is a philanthropic use. See, Exhibit 3. For example, the Township's reasoning ignores the fact that under

the SSTH Program use, all of the services, including housing, are provided **free of charge**. Id. By way of further example, the Township's reasoning also ignores, in every way, the definition of "philanthropic" and its application to Applicant's proposed SSTH Program use. Id.

**Even if Applicant's proposed use meets the definition of an "Institutional Group Living Quarters", Applicant's proposed use is also a permitted use in the HC-District**

Without any analysis, the Township asserts that because the SSTH Program use is an Institutional Group Living Quarter[s] use, it is not permitted in the HC-District. See, Exhibit 4. Applicant respectfully submits that Institutional Group Living Quarters and philanthropic use are not mutually exclusive.

Township Zoning Code Section 143-6.2 initially defines "Institutional Use" and provides definitions for specific examples of Institutional Uses including an Institutional Group Living Quarters. The Township Zoning Code defines Institutional Use as follows:

An organization having an educational, social, **philanthropic**, or religious purpose, such as a hospital, hospice, care facilities for the aged, nursing home, life-care center, assisted living care, church, reformatory, school, college, and university.

(Emphasis supplied). Under Township Zoning Code Section 143-108.O, a philanthropic use is permitted in the HC-District. Thus, as defined by the Township Zoning Code a philanthropic use is an Institutional Use under Township Zoning Code Section 143-6.2 **and** a permitted use in the HC-District under Township Code Section 143-108. Interestingly, the Denial Letter does not state that the SSTH Program use is not a "philanthropic use".

Turning specifically to the definition of Institutional Group Living Quarters, Township Zoning Code Section 143-6.2.O defines Institutional Group Living Quarters as follows:

Residential living quarters where the residents do not live together as a single housekeeping unit. To be considered a single housekeeping unit, all residents must have common use of and access to all living areas, eating areas, bathrooms, and food preparation and serving areas.

Left unqualified, a "residential living quarters where residents do not live together as a single housekeeping unit" includes any duplex, twin, townhome, multifamily unit, apartment, hotel, and motel. Just like Applicant's proposed SSTH Program philanthropic use, all of those uses may fall under the broad umbrella of Institutional Group Living Quarters **and** all of those uses are permitted in the HC-District under Township Zoning Code Article XVI (subject to certain conditions).

**Applicant's proposed use is permitted by special exception.**

In the alternative, Applicant respectfully submits that the Applicant's proposed SSTH Program use is permitted by in the HC-District by special exception. Under



Township Zoning Code Section 143-108.O, any use of the same general character as a Class 1 or Class 2 permitted use is allowed on the Property when approved by the ZHB by special exception. As indicated above, a philanthropic use is a permitted Class 2 use under Township Zoning Code Section 143-108.J. A boarding house is another permitted Class 2 use under Township Zoning Code Section 143-108.D. Also, under Township Zoning Code Section 143-106.K. a “bed and breakfast” is a permitted Class 1 use. For at least those reasons set forth in the Request, Applicant’s proposed SSTH Program use is “of the same general character” as a philanthropic use, boarding house use or a bed and breakfast use.

**If the ZHB finds that Applicant’s proposed use is not a philanthropic use and only an Institutional Group Living Quarters use, the Township Zoning Code is substantively invalid.**

In the alternative, in the event the ZHB somehow finds that the proposed SSTH Program use falls under the definition of Institutional Group Living Quarters and is not also a philanthropic use, Applicant respectfully submits that the Township Zoning Code is substantively invalid because an Institutional Group Living Quarters is excluded from all of the Township’s zoning districts. The Township contends that Township Zoning Code Section 143-6.2.0 provides for Institutional Group Living Quarters “within Institutionally zoned properties”. Township Zoning Code Section 143-6.2 provides definitions. Township Zoning Code Section 143-6.2. does not allocate uses to zoning districts. The only “Institutionally zoned properties” in the Township are those located within the Institutional Overlay District. The defined terms of Institutional Use or Institutional Group Living Quarters are not listed as permitted uses, conditional uses or special exceptions in the Institutional Overlay Zoning District or any other zoning district in the Township Zoning Code.

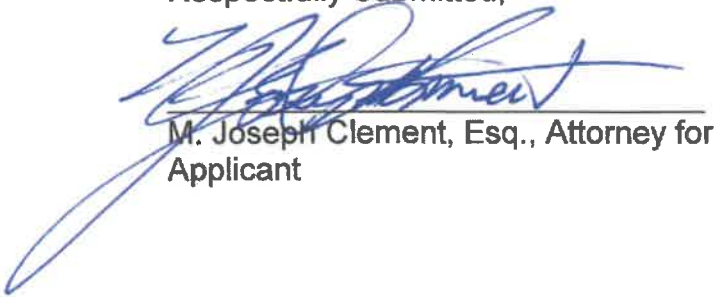
Township Zoning Code Section 143-207 lists 3 categories of permitted uses allowed in the Institutional Overlay District: a) emergency services; b) community center, adult education center, senior citizens center or similar facility operated by an educational, philanthropic or religious institution; and 3) library or museum open to the public. Township Zoning Code Section 143-208 lists 5 categories of conditional uses allowed in the Institutional Overlay District: a) the following licensed institutions: medical and surgical hospital, sanitarium, rehabilitation hospital, hospital for care of the mentally ill; b) penal or correctional facilities, including prisons, prison farms and reform schools; c) licensed institution for care of the handicapped or elderly, including skilled nursing care, personal care and intermediate care facilities; d) Multifamily dwellings, single-family detached, single-family attached, single-family semidetached (twins) and duplex dwellings occupied primarily by the elderly or handicapped or disabled persons and necessary support staff; e) Residential life-care facility for the elderly. Township Zoning Code Section 143-209 allows for “adult uses” in accordance with Article XXVIII. Institutional Group Living Quarters (and Institutional Use) are not listed as uses in Township Zoning Code Sections 143-207, 143-208 or 143-209. In fact, neither is identified by the Township Zoning Code as a use permitted in any zoning district in the Township. As a result, if the ZHB finds that the Applicant’s proposed use is an Institutional Group Living Quarters use and not a philanthropic use, the Township Zoning Code is *de jure* exclusionary in that the Township Zoning Code on its face totally

excludes Applicant's proposed use, a legitimate land use which the Township must allow within its borders.

**Conclusion/Request for Relief**

Providing emergency housing and related services free of charge to Montgomery County residents is a philanthropic use that is for the benefit of the public health, safety, and welfare. For at least the reasons set forth hereinabove, Applicant respectfully submits that the Township's determination that its proposed SSTH Program use is not a philanthropic use must be reversed by the ZHB. In the alternative, Applicant respectfully submits that the proposed SSTH Program use is permitted by special exception under Township Zoning Code Section 143-108.O. In the alternative, Applicant respectfully submits that if the ZHB upholds Township's determination that the Proposed SSTH Program use is an Institutional Group Living Quarters use and not a philanthropic use, the Township Zoning Code is substantively invalid because an Institutional Group Living Quarters use is not permitted by right, conditional use or special exception under the Township Zoning Code anywhere in the Township; and, therefore, the Township Zoning Code is legally deficient, and Applicant's proposed use must be permitted on the Property.

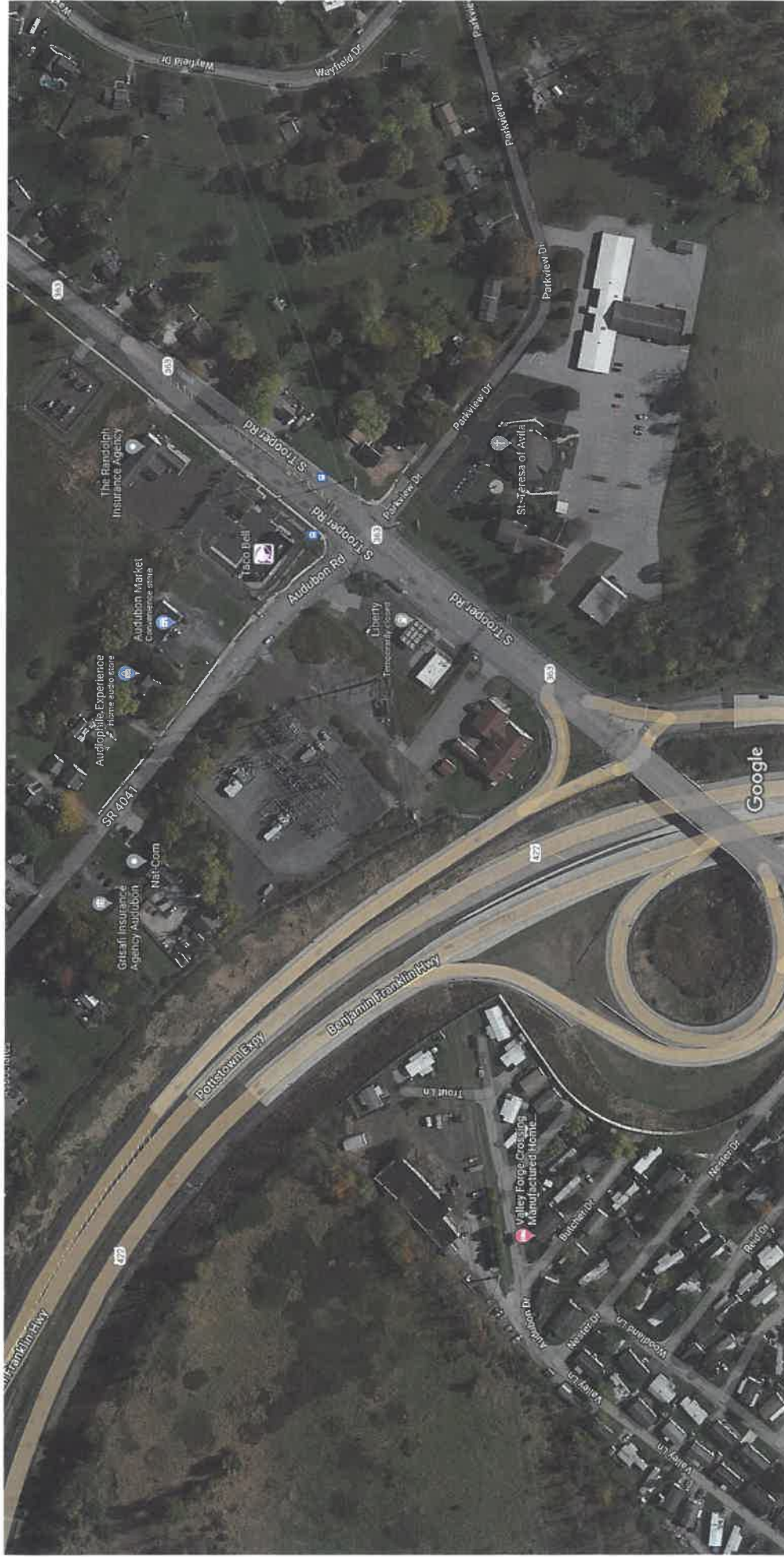
Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "M. Joseph Clement", is written over a horizontal line. The signature is stylized and extends below the line.

M. Joseph Clement, Esq., Attorney for Applicant

**EXHIBIT 1**

**Google Maps Image**



## EXHIBIT 2

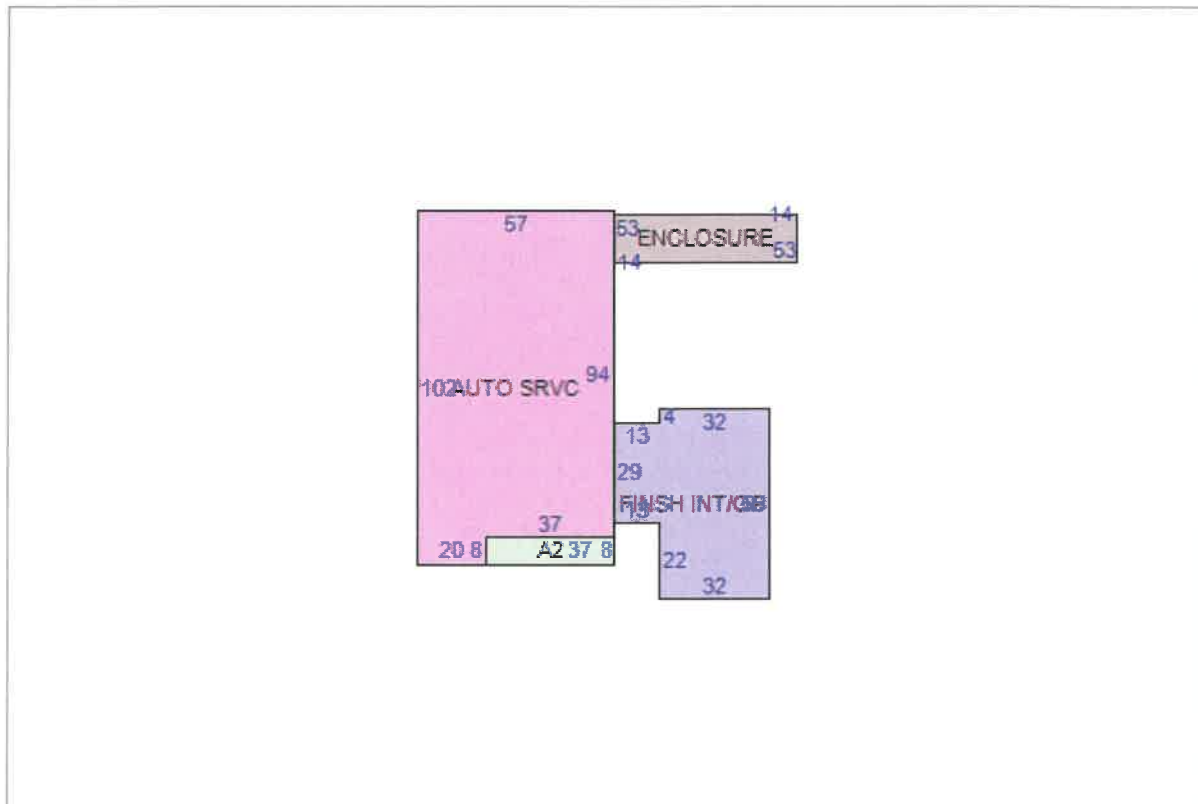
### Board of Assessment Map and Sketch of Building



PARID: 430015100004  
 DARCY ARMAND FORD & JACQUELYN

- Profile
- Accessory Structures
- Assessment Breakdown
- Assessment History
- Commercial
- Lot/
- Map
- Permits
- Photos
- Residential
- Sales
- Sketch
- Splits and Combinations







## EXHIBIT 3

Request of Zoning Determination and issuance of Zoning Permit

## REQUEST FOR ZONING DETERMINATION AND ISSUANCE OF ZONING PERMIT

Dear Zoning Officer Mrozinski,

I write in my capacity as authorized agent and attorney for Resources for Human Development, Inc. ("RHD"), the equitable owner of the property located at 1217 S. Trooper Road in Lower Providence Township ("Property") pursuant to that certain Agreement of Sale, a true and correct copy of which is attached hereto as Exhibit "A". The Property is more than an acre (approximately 47,865 square feet) in size, has Montgomery County parcel identification number 43-00-15100-00-4, and is located in the Lower Providence Township HC-Highway Commercial Zoning District ("HC District").

Please allow this document to serve as a formal, written request for (1) a determination of the Township Zoning Officer that the proposed use described herein is a permitted use within the HC District; and (2) issuance of a zoning permit pursuant to the enclosed Lower Providence Township Zoning Permit Application.

The provisions of the HC District are set forth in Lower Providence Township Zoning Code ("Zoning Code") Article XVI. The Zoning Code allows for certain uses within the HC District based upon lot size. Under Zoning Code Section 143-108, Class Two permitted uses (which include all Class One permitted uses), include a "philanthropic use" as a permitted use subject to a minimum lot area requirement of 40,000 square feet. Philanthropic use is not defined by the Zoning Code.

RHD is a 501(c)(3) non-profit organization as evidenced by the Internal Revenue Service letter dated May 3, 2016, Certificate of Registration No. 352 of a Charitable Organization issued by the Pennsylvania Department of State Bureau of Corporations and Charitable Organizations, and Subsistence Certificate dated May 20, 2021, true and correct copies of which are collectively attached hereto as Exhibit "B".

In short, RHD's proposed use of the Property is a Supportive Short Term Housing Program ("SSTH Program") in partnership with Montgomery County's Department of Health and Human Services. The primary purpose of the SSTH Program is to provide emergency housing for single adult individuals experiencing homelessness in Montgomery County. The minimum criteria for entering the SSTH Program include: 1) over 17 years of age; 2) Montgomery County residency; and, 3) no alternative housing options. Additionally, before being permitted to stay at the facility, potential occupants undergo a qualification assessment provided in partnership by Homeless Street Outreach, the Montgomery County Office of Housing and Community Development, and RHD's SSTH Program staff. The average length of an individual's stay at the SSTH Program facility is 60 to 90 days. Additional supportive services will be available to occupants of the program including, service counseling, transportation, rapid rehousing services, meals, clothing, life skills training and benefits counseling. At least 1 but no more than 10 support staff will be onsite at all times. A more detailed overview and fast facts description of the proposed use is attached hereto as Exhibit "C". All SSTH Program services, including emergency housing, are provided free of charge.

RHD proposes to renovate the existing structure on the Property to construct approximately 60 efficiency/single room occupancy units substantially similar to the 2 units depicted in the concept plan attached hereto as Exhibit "D". Each unit will have a bedroom area, bathroom and kitchenette area. Additionally, common amenity spaces will be available to occupants within the building including a laundry room, common lounge/dining area, private meeting rooms and office space. The renovation of the existing structure will not increase building coverage or exceed the existing height of the building (however, the second-floor area will be expanded). Further, the proposed use of the site will not impact the amount of impervious coverage on the site in terms of coverage allowed by the Zoning Code.<sup>1</sup>

As noted above, a philanthropic use of the property is a permitted, by-right use of the Property. The terms "philanthropic" and "philanthropic use" are not defined by the Zoning Code. Therefore, we respectfully request: 1) the Lower Providence Township Zoning Officer's affirmative interpretation of philanthropic use; 2) a determination from the Lower Providence Township Zoning Officer that the proposed use set forth herein falls within the philanthropic use category of uses; and 2) issuance of a zoning permit confirming that the proposed use set forth herein is a Class Two permitted use on the Property.

Under the Pennsylvania Municipalities Planning Code ("MPC"), Section 603.1, when "interpreting the language of zoning ordinances to determine the extent of the restriction upon the use of the property, the language shall be interpreted, where doubt exists as to the intended meaning of the language written and enacted by the governing body, in favor of the property owner and against any implied extension of the restriction."

Although the Township is entitled to considerable deference when interpreting and applying its own zoning ordinances, the letter of the ordinance cannot be disregarded under the pretext of pursuing its spirit. Borough of Fleetwood v. Zoning Hearing Board of Borough of Fleetwood, 649 A.2d 651, 656 (Pa. 1994). The words and phrases of a zoning ordinance must be construed according to rules of grammar and according to their common and approved usage. Statutory Construction Act, 1 Pa.C.S. Section 1903(a). In short, the Township has an obligation to construe the words of an ordinance as broadly as possible to give the landowner the benefit of the least restrictive use. Albert v. Zoning Hearing Board of North Abington Township, 854 A.2d 401, 405 (Pa. 2004).

Of particular importance to the matter at hand, any doubt as to undefined words or terms in a zoning ordinance must be resolved in favor of the landowner and the least restrictive use of the land. Kissell v. Ferguson Township Zoning Hearing Board, 729 A.2d 194, 197 (Pa. Commw. Ct. 1999). When attempting to define an undefined ordinance term, governing bodies and boards may look to statutes, regulation or dictionaries for assistance. Hartman v. Zoning Hearing Board of Cumru Township, 133 A.3d 806, 810 (Pa. Commw. Ct. 2016). More specifically, under Zoning Code Section 143-6.A.(17), undefined terms "shall be used with the meaning of standard usage within the context of the section in question" and "[t]he standard Webster's Dictionary definition shall be used

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<sup>1</sup> We raise these matters for clarity and information. They are building permit or land development related matters which are outside the scope of this request.

as a reference.” Additionally, the Township may be guided by the meaning of an undefined term that is commonly accepted by practitioners, including civil engineers, surveyors, architects, landscape architects and planners.

Webster’s Dictionary defines “philanthropic” as follows:

- 1: of, relating to, or characterized by philanthropy: HUMANITARIAN
- 2: dispensing or receiving aid from funds set aside for humanitarian purposes.

Merriam-Webster.com Dictionary, Merriam-Webster, <https://www.merriam-webster.com/dictionary/philanthropic>. Accessed 12 May. 2022.

Webster’s Dictionary defines “philanthropy” as follows:

- 1: goodwill to fellow members of the human race especially: active effort to promote human welfare
- 2a: an act or gift done or made for humanitarian purposes
- 2b: an organization distributing or supported by funds set aside for humanitarian purposes.

Merriam-Webster.com Dictionary, Merriam-Webster, <https://www.merriam-webster.com/dictionary/philanthropy>. Accessed 12 May. 2022.

Additionally, Webster’s Dictionary defines “humanitarian” as follows:

- a person promoting human welfare and social reform: PHILANTHROPIST.

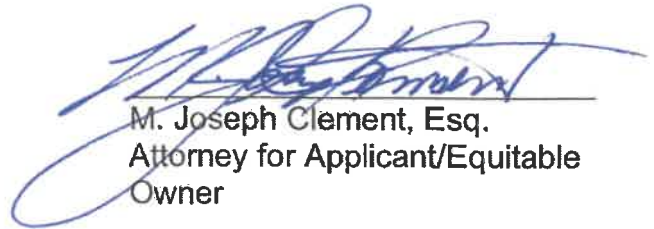
Merriam-Webster.com Dictionary, Merriam-Webster, <https://www.merriamwebster.com/dictionary/humanitarian>. Accessed 12 May. 2022.

We respectfully submit that, as set forth in the previous definitions, the proposed use of the Property by RHD as a SSTH Program, including providing food, clothing, emergency housing, case management, life skill training and related services, free of charge, is “promoting human welfare and social reform” through an “organization supported by funds set aside for a humanitarian purpose” that is an “active effort to promote human welfare”. As such, the proposed use is a “philanthropic use” under the Zoning Code. In further support thereof, attached hereto and incorporated herein as Exhibit “E” is a letter from Joseph A. Zadlo, Architect and Planner, dated May 4, 2022 setting forth his expert opinion that the proposed SSTH Program use falls within the common meaning on “philanthropic use”. A curriculum vitae outlining Mr. Zadlo’s vast experience and expertise in the areas of planning, zoning and land development is attached hereto as Exhibit “F”.

For the foregoing reasons, RHD respectfully requests the issuance of a zoning permit for the proposed SSTH Program use; an affirmative interpretation by the Township’s Zoning Officer of the undefined term “philanthropic use”; and a determination

from the Township's Zoning Officer that the proposed SSTH Program use is a Class Two permitted use in the HC District is a permitted "philanthropic use".<sup>2</sup>

Respectfully Submitted,



M. Joseph Clement, Esq.  
Attorney for Applicant/Equitable  
Owner

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<sup>2</sup> The interpretation and determination requested hereby relate to the proposed use within the HC District. Issuance of a zoning permit does not constitute a building permit.

EXHIBIT "A"

**AGREEMENT OF SALE**

THIS AGREEMENT is made this 11th day of May, 2022, by and between **JACQUELYN D'ARCY**, a Pennsylvania resident ("Seller") and **RESOURCES FOR HUMAN DEVELOPMENT, INC.**, a Pennsylvania nonprofit corporation ("Purchaser").

**WITNESSETH:**

**WHEREAS**, Seller is the owner of that certain parcel or tract of land, containing approximately 1.1 acres, located at 1217 S. Trooper Road, Lower Providence Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 43-00-15100-00-4 (the "Land"); and

**WHEREAS**, the Land and any improvements located thereon are referred to herein as the "Realty"; and

**WHEREAS**, the Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, upon the terms and conditions contained herein, the Property (as defined below, and which includes the Realty).

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Proposed Use of the Property.** Purchaser intends to develop and renovate the Property into a transitional housing facility that is approximately 60 units of extended stay suites or efficiency apartments and related amenities and services for individuals transition out of homelessness. A sketch plan of the Proposed Use is attached hereto as Exhibit "A". Purchaser and Seller acknowledge that the Lower Providence Township Code Official's interpretation of the zoning applicable to the Property may not allow for the Proposed Use and that as between Purchaser and Seller, Purchaser is responsible for pursuing zoning relief or a changing in zoning to accommodate the Proposed Use of the Property, if any, at its sole cost and expense.

2. **Sale of Property.** At the Closing, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

- a. The Realty;
- b. any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Realty;
- c. all right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Realty, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade

of any such highway, street, road or avenue;

d. easements, ways, waters, privileges and appurtenances and rights to the same belonging to and/or inuring to the benefit of the Realty;

e. Any reversionary rights attributable to Seller with respect to the Realty;

f. All of Seller's right, title and interest in and to any leases, licenses and other agreements respecting the Realty;

g. All of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions relating to the Realty (collectively, the "Plans"); and

h. All incidental rights pertaining to the Realty, including, but not limited to, all contracts and other agreements relating to the Realty; all guarantees or warranties from third parties relating to the Realty; all governmental permits, approvals or licenses granted with respect to the ownership, construction, and use of the Realty; and all sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the Realty (collectively, the "Incidental Rights").

### 3. Purchase Price.

a. Price. The purchase price for the Property (the "Purchase Price") shall be [REDACTED]

b. Payment. The Purchase Price shall be payable as follows:

i. [REDACTED] by Purchaser's plain check within 5 days of execution hereof by Seller to be held in escrow as set forth below (the "Deposit"); and,

ii. the balance of the Purchase Price on the Closing Date by wire transfer or title company check.

c. Deposit. The Deposit shall be placed and held in an interest bearing escrow account with Land Services USA, Inc., 1835 Market Street, Suite 420, Philadelphia, PA 19103 (hereinafter "Escrow Agent") and disbursed in accordance with the laws of the Commonwealth of Pennsylvania and the provisions of this Agreement. At Closing, the Deposit and the interest accrued thereon shall be credited toward the Purchase Price.

d. Instructions to the Escrow Agent. In the event that the Escrow Agent receives an instruction (hereinafter referred to as an "Instruction") with respect to the Deposit, or any part thereof, from the Seller but not the Purchaser, or from the Purchaser but not the Seller (the party giving the instruction is hereinafter referred to as the "Instructing Party" and the party who shall not have given the instruction is hereinafter referred to as the "Non-Instructing Party"), the Escrow Agent shall deliver or transmit a copy of the instruction received from the Instructing Party to the Non-Instructing Party. The Escrow Agent shall thereafter act in accordance with the



Instruction if the Non-Instructing Party shall fail, within ten (10) days of the receipt by the Non-Instructing Party of such delivery or transmittal of Escrow Agent, to notify Escrow Agent in writing that Escrow Agent is not to comply with the Instruction. If the Non-Instructing Party within ten (10) days of the effective date of delivery or transmittal of the Instruction by Escrow Agent to the Non-Instructing Party shall advise Escrow Agent not to comply with the Instruction, Escrow Agent shall not act in accordance with the Instruction, but may thereafter:

- i. Either act solely in accordance with any of the following:
  - (a) a new Instruction signed jointly by the Seller and the Purchaser; or
  - (b) a certified copy of a judgment of court of competent jurisdiction as to which Escrow Agent receives an opinion of counsel satisfactory to Escrow Agent that such judgment is final beyond appeal; or

- ii. Pay the Deposit into court and in such event all liability and responsibility or Escrow Agent shall terminate upon such deposit having been made.

- e. **Liability of Escrow Agent.** The Escrow Agent shall not be liable to either Seller or Purchaser for any acts or omissions, other than gross negligence or intentional wrongdoing. The Escrow Agent may rely upon the genuineness or authenticity of any document tendered to Escrow Agent by either of the parties, and shall be under no duty of independent inquiry with respect to any facts or circumstances recited therein. The Seller and Purchaser shall jointly and severally defend and hold harmless Escrow Agent from and against all costs, claims or liabilities whatsoever arising from Escrow Agent's acceptance of responsibility hereunder, other than for gross negligence or intentional wrongdoing.

#### 4. **Title.**

- a. **Condition at Closing.** At Closing, the Property shall be conveyed with good and marketable title that is insurable by a reputable title insurance company at regular rates, free and clear of all liens, encumbrances, easements, leases, and tenancies, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements or restrictions visible on the ground; easements of record; privileges or rights of public service companies and government entities; and the Permitted Exceptions. "Permitted Exceptions" means the following matters:

- i. Intentionally deleted.
- ii. In the event Purchaser does not obtain a survey of the Property during the Investigation Period or does not raise any objections relating to the survey, any state of facts that an accurate survey of the Property would disclose, provided same does not render title unmarketable;

iii. All presently existing and future liens for unpaid real estate taxes, assessments and water and sewer charges that are not due and payable as of the Closing Date, subject to any apportionments as provided for in this Agreement;

iv. Intentionally deleted;

v. Any lien or encumbrance arising out of the acts or omissions of the Purchaser;

vi. Any exceptions disclosed on Schedule B-2 of the title commitment which shall be extinguished upon the transfer of the Property from Seller to Purchaser;

vii. The standard conditions and exceptions to title contained in the form of title policy or "marked-up" title commitment issued to Purchaser by the title insurance company.

viii. Such other matters Purchaser's title insurance company shall be willing, without special premium, to omit as exceptions to title insurance coverage.

b. **Initial Condition.** Purchaser shall obtain a title commitment for an ALTA Owner's Policy of Title Insurance by a reputable title insurance company of its choosing. Purchaser shall provide a copy of the title commitment (including copies of the exception documents) to Seller and Seller's attorney within five (5) days after receiving it. Purchaser shall examine title to the Property and give written notice to Seller and Seller's attorney of any objections, other than the Permitted Exceptions, that Purchaser may have to the title commitment's exceptions at least fifteen (15) days prior to the expiration of the Investigation Period (the "Initial Objection to Title Notice"). Within ten (10) days after receipt of the Initial Objection to Title Notice, Seller shall provide written notice to Purchaser whether Seller will cure any such objections or refuses to cure such objections. Failure by Seller to give written notice of its election within ten (10) days after receipt of the Initial Objection to Title Notice shall be deemed an election by Seller not to cure the objections. In the event Seller elects to cure the objections, Seller shall do so at or prior to Closing, at Seller's sole cost. In the event Seller elects, or is deemed to have elected, not to cure any objections, then Purchaser shall have the right to elect either: (i) to waive the unsatisfied objections, or (ii) to terminate this Agreement in its entirety and receive an immediate refund of the Deposit. Failure by Purchaser to give written notice of its election within five (5) days after Seller's election or deemed election shall constitute an election by Purchaser to waive the unsatisfied objections. Any objections that are waived in writing by Purchaser, or deemed to be waived by Purchaser pursuant to this Section 4.b., shall become Permitted Exceptions for purposes of this Agreement. Notwithstanding anything to the contrary contained herein, Seller shall be obligated to remove any exception relating to a specific sum of money that can be cured by the payment of money, such as a deed of trust, mortgage, lien, judgment, deferred tax or confirmed assessment (collectively, "Monetary Liens").

c. **PECO Easement.** Seller has disclosed to Purchaser the Easement Agreement, dated January 30, 2008, with PECO Energy Company, recorded with the Montgomery County Recorder of Deeds at deed book 5688, page 2376, a copy of which attached hereto as Exhibit "B". Notwithstanding anything in this Agreement to the contrary, Purchaser

acknowledges the Seller has not made any representations or warranties regarding the effectiveness said easement, including with respect to Section 18 thereof.

d. **Defective Title.** Purchaser may re-examine title up to Closing and give written notice to Seller of any objections that Purchaser may have as to matters (other than Permitted Exceptions) first appearing of record subsequent to Purchaser's Initial Objection to Title Notice, or in the event Purchaser did not provide an Initial Objection to Title Notice, as to matters (other than Permitted Exceptions) that did not exist or were not of public record as of the initial title commitment, such new title objections shall be addressed as set forth in Section 4.b.; provided that the date of Closing shall be delayed during and extended for any such cure period, not to exceed a period of sixty (60) days ("Cure Period"). If title to the Property cannot be conveyed to Purchaser by the end of the Cure Period in accordance with the requirements of this Agreement, then Seller shall be in default hereunder and, in addition to all other rights and remedies provided herein, or by law, including the right to specific performance, Purchaser shall have the option of:

i. taking such title as Seller can cause to be conveyed with a reasonable and appropriate abatement of the Purchase Price only to the extent of Monetary Liens of an ascertainable amount, whereupon the parties hereto shall consummate this transaction and the relevant provisions relating to the condition of title shall be deemed waived by Purchaser; or

ii. terminating this Agreement by giving written notice to Seller, whereupon all Deposit, plus accrued interest thereon, shall be returned to Purchaser, and the parties hereto shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement.

5. **Closing.** Closing hereunder ("Closing") shall take place within 20 days of the earlier of: 1) the expiration of the Zoning Investigation Period (including any extension thereof); or 2) final and unappealable zoning and land development approval for the Proposed Use (such date, the "Closing Date"). Closing will take place at the offices of Wisler Pearlstine, LLP, 460 Norristown Road, Suite 110, Blue Bell, PA 19422 or such other location mutually agreed upon by the parties hereto. The parties hereto may advance the Closing Date by mutual agreement.

6. **Provisions with Respect to Closing.** At Closing hereunder:

a. **Delivery by Seller.** Seller shall deliver to Purchaser the following:

i. **Deed.** A special warranty deed to the Realty in customary, commercial reasonable form, duly executed and acknowledged by Seller and in proper recordable form. If the legal description shown on any survey obtained by Purchaser differs from the legal description contained in the chain of title to the Property, Seller agrees to execute and deliver a special warranty deed containing the legal description contained in the chain of title, and a quitclaim deed containing the legal description shown on the survey.

ii. **Title Company Affidavits.** Such affidavits, resolutions, certificates or other documents as Purchaser's title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be

delivered by Seller pursuant hereto, including the customary form of said title company's Seller's Affidavit.

iii. **Certificate as to Representations and Warranties.** A duly executed and acknowledged certificate stating that the representations and warranties of Seller set forth herein are true and correct in all material respects as of the Closing Date (except as to representations and warranties made as to a specific date.)

iv. **Assignment of Plans and Incidental Rights.** Duly executed assignment agreement(s), in customary, commercial reasonable form acceptable to the parties, assigning to Purchaser, all of Seller's right, title and interest in and to any and all Plans and Incidental Rights.

v. **Closing Statement.** An executed counterpart of a closing statement prepared by the title company reflecting the prorations and adjustments required under this Agreement and the balance of the Purchase Price due to Seller (the "Closing Statement").

vi. **FIRPTA Certificate.** A written certification dated no earlier than ten (10) days prior to the Closing Date, which certification shall be in compliance with The Tax Reform Act of 1984 (the "Act"), and the regulations thereunder that are imposed by the Foreign Investment in Real Property Tax Act ("FIRPTA"), and certifying that Seller is not a person subject to withholding under FIRPTA and the Act, and containing Seller's tax identification number and business address.

vii. **Licenses and Permits.** Originals, or copies if originals are not available, of all permits, licenses, and approvals for the Property in Seller's possession (to the extent the same have not been delivered prior to the Closing Date).

viii. **Possession.** Actual, sole and exclusive physical possession of the Property, unoccupied and free and clear of any leases and rights of possession.

ix. **Additional Instruments.** Such further documents or instruments in form suitable for recording, if appropriate, as may be deemed reasonably necessary to effectuate the provisions of this Agreement.

b. **Delivery by Purchaser.** Purchaser shall deliver to Seller the following:

i. **Balance of Purchase Price.** The balance of the Purchase Price which is due at Closing.

ii. **Title Company Affidavit.** Such affidavits, resolutions, certificates or other documents as Purchaser's title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered by Purchaser pursuant hereto, including the customary form of said title company's Purchaser's Affidavit.

iii. **Certificate as to Representations and Warranties.** A duly executed and acknowledged certificate stating that the representations and warranties of Purchaser set forth

herein are true and correct in all material respects as of the Closing Date (except as to representations and warranties made as to a specific date.)

iv.

v. **Assumptions.** A duly executed assumption of the Plans and Incidental Rights (if any).

vi. **Resolutions.** Reasonable and appropriate documents of authority of Seller authorizing the transactions contemplated by this Agreement.

vii. **Closing Statement.** A duly executed counterpart of the Closing Statement.

viii. **Additional Instruments.** Such further documents or instruments in form suitable for recording, if appropriate, as may be deemed reasonably necessary to effectuate the provisions of this Agreement.

c. **Transfer Fees and Taxes.** All realty transfer fees and/or taxes imposed on or arising in connection with this transaction shall be borne equally by Purchaser and Seller, except as otherwise set forth in Section 24 (relating to assignment).

d. **Recording Costs.** Seller shall pay all recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement. Purchaser shall pay all costs related to the recording fees payable in connection with the recording of the deed and Purchaser's lender's security instruments, if any.

e. **Real Estate Taxes.** Except as set forth in Section 6.f. below, all real estate taxes shall be adjusted as of the date of Closing hereunder on a per diem basis and such apportionments shall be made, where applicable, with relation to the fiscal year of the taxing authority.

f. **Roll Back Taxes.** If the Property is subject to any type of preferential assessment, the Seller shall be responsible for the payment of any and all rollback taxes, interest and penalties imposed upon the Property or any portion thereof as a result of the transaction contemplated herein. All such roll back taxes, interest or penalties shall be paid at Closing or escrowed by the Seller.

## 7. **Due Diligence.**

a. **Investigation Period.** Purchaser shall have a period of 60 days after the Effective Date of this Agreement (the "Investigation Period") in which to satisfy itself as to the condition of the Property including, but not limited to, environmental conditions, soil conditions, wetlands, the proximity and availability of utility services, condition and structural integrity of any improvements and suitability for Purchaser's intended use ("Site Investigation"). Purchaser, and Purchaser's agents, employees and representatives, shall have the right to enter upon the Property during the Investigation Period to conduct any and all of such tests in connection therewith as it

deems reasonably necessary, provided proof of insurance is provided to Seller prior to entry and further provided that the Property is returned to substantially the same condition as existed prior to Purchaser's entry and further provided that any invasive tests (including but not limited to a Phase II Environmental investigation) shall require the advance written consent of Seller. Purchaser further agrees to indemnify and save Seller harmless from all claims asserted against Seller as a direct result of injury or damage caused by Purchaser's activities upon the Property, which obligation shall survive the Closing or the termination of the Agreement. Any site visits shall be scheduled with Seller at least 48 hours in advance and Seller or Seller's representatives are entitled to accompany any Purchaser representatives entering the Property. Purchaser shall have the right to terminate this Agreement at any time during the Investigation Period for any reason and for no reason, in its sole discretion, by delivery of written notice of such termination to the Seller prior to the expiration of the Investigation Period. In the event the Purchaser shall fail to give such timely notice of termination then the Purchaser shall be deemed to have waived this condition, and this Agreement shall remain in full force and effect (subject, nevertheless, to all other conditions and contingencies set forth herein), and ██████████ of the Deposit shall become nonrefundable and shall be released to Seller. In the event that the Purchaser shall terminate this Agreement pursuant to this Section 7.a., this Agreement shall be null and void, the Deposit, plus interest, shall be promptly returned to Purchaser, and the parties hereto shall be released from any and all further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement). Notwithstanding anything in this Agreement to the contrary, any references to the return of the Deposit shall not be deemed to include return of any nonrefundable portion of the Deposit.

b. **Zoning Investigation Period.** Purchaser shall initially have a 90-day period from the Effective Date to conduct a zoning review of the Property and obtain all zoning approvals required for the Proposed Use of the Property (Zoning Investigation Period). Purchaser may extend the Zoning Investigation Period by up to 2 additional consecutive periods of 30 days each by giving written notice to Seller prior to the expiration of the Zoning Investigation Period; provided, however, upon exercise of the first extension of the Zoning Investigation Period, an additional ██████████ of the Deposit shall become nonrefundable and be released to Seller; and, further provided that upon exercise of the second extension of the Zoning Investigation Period, an additional ██████████ of the Deposit shall become nonrefundable and be released to Seller. Purchaser shall have the right to terminate this Agreement at any time during the Zoning Investigation Period for any reason and for no reason, in its sole discretion, by delivery of written notice of such termination to the Seller prior to the expiration of the Zoning Investigation Period, or any extension thereof. In the event that the Purchaser shall terminate this Agreement pursuant to this Section 7.b., this Agreement shall be null and void, and the Deposit, plus interest shall be promptly returned to Purchaser, and the parties hereto shall be released from any and all further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement).

c. **Delivery of Materials by Seller.** Within 5 days of Seller's execution of this Agreement, Seller shall deliver to Purchaser the following, to the extent in the possession of the Seller:

- i. Real Estate Tax Receipts for 2020 and 2021 and if available, the

assessed value and millage for tax year 2022 for the Property.

- ii. (intentionally omitted)
- iii. All existing boundary and topographical surveys pertaining to the Property.
- iv. All existing site plans and engineering plans pertaining to the Property.
- v. All existing environmental studies, including any Act 2 governing documentation, related the Property.
- vi. Copies of all currently existing Plans, permits, licenses, contracts, agreements, studies, tests, surveys and any other materials relevant to the physical condition and/or use, of the Property.

If the Agreement is terminated, Purchaser shall promptly return all of the above items to Seller.

**8. Condemnation.** Seller represents that during the past three years it has not received any notice of any condemnation proceedings or other proceedings in the nature of eminent domain in connection with the Property. In the event of the taking by eminent domain proceedings of any part of the Property on or prior to the Closing Date, which would, in the opinion of Purchaser, preclude, hinder, or render more costly the full completion by Purchaser of its planned use of the Property, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement. If the Agreement is so terminated, Escrow Agent shall return the Deposit, plus interest, to Purchaser, and this Agreement shall thereupon become null and void, and thereafter neither party shall have any further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement). If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking. At Closing, Seller shall assign to Purchaser all rights of Seller in and to any other awards or proceeds payable to the condemnee by reason of any taking. Seller agrees to notify Purchaser of any eminent domain proceeding within five (5) days after Seller learns of any such proceeding, and, in order to exercise its right of termination, Purchaser must so notify Seller within thirty (30) days after Purchaser receives such notice.

**9. Casualty.** Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If, on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser, and for a period of thirty (30) days thereafter, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement. If the Agreement is so terminated, Escrow Agent shall return the Deposit, plus interest to Purchaser, this Agreement shall thereupon become null and void, and thereafter neither party shall have any further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement). If Purchaser does not so

terminate this Agreement, the proceeds of any insurance paid between the Effective Date of this Agreement and the Closing Date shall be paid to Purchaser by Seller on the Closing Date, together with the deductible amount, if any, under Seller's casualty insurance policy and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

**10. Assessments.** Seller shall be responsible to pay for all assessments levied against the Property on or before the Effective Date of this Agreement, or levied against the Property after the Effective Date of this Agreement by reason of work commenced or completed on or before the Effective Date of this Agreement. If Closing is completed hereunder by Purchaser, Purchaser shall be responsible to pay for all assessments levied against the Property after the Effective Date of this Agreement by reason of work commenced after such date. However, if Closing does not take place for any reason whatsoever, Purchaser shall have no liability or obligation to pay for such assessments. If on the Closing Date, the Property, or any portion thereof, shall be affected by any assessment(s) which is required to be paid by Seller pursuant to the provisions of this Section 10 and which is or may be payable in annual or other installments of which the first installment is then a lien or has been paid, then for the purpose of this Agreement, all of the unpaid installments of any such assessment(s) including those which become due and payable after Closing hereunder shall be deemed to be due and payable and liened upon the Property and shall be paid and discharged by Seller at such Closing.

**11. Seller's Representations and Warranties.** Seller, to induce Purchaser to enter into this Agreement and to purchase the Property, represents and warrants to Purchaser that the following matters are true as of the date hereof and shall be true as of the date of the Closing hereunder:

a. Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement and the execution, delivery and performance of this Agreement by the Seller constitutes a valid and binding obligation of the Seller enforceable in accordance with its terms. No consent, waiver, or approval by any other parties is required in connection with the execution and delivery by the Seller of this Agreement or with the performance by the Seller of its obligations hereunder or any instrument contemplated hereby. The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is a party or by which the Seller is bound or, if Seller is not an individual, by the Seller's governing documents.

b. Seller is not a non-resident alien for purposes of U.S. income taxation.

c. There is no suit, action, or proceeding pending, or to Seller's knowledge, threatened against the Property or against Seller with respect to the Property before or by any court, administrative agency or other governmental or quasi-governmental authority, or which brings into question the validity of this Agreement or this transaction or which could adversely affect title to, or the use and enjoyment of, or value of the Property.



d. There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Property in effect as of the date of this Agreement, other than any easements of record or other Permitted Exceptions. Seller agrees not to enter into any lease, license or agreement for the occupancy or use of any portion of the Property while this Agreement is in effect without Purchaser's written consent.

e. There are no contracts or agreements (including, without limitation service contracts and/or management agreements), written or oral, to which Seller is a party and which affect the Property. From the Effective Date of this Agreement through the Closing Date, without Purchaser's prior written consent, Seller shall not enter into any contracts or agreements affecting the Property which will not be terminated as of the Closing (at Seller's sole cost and expense) .

f. No assessments for public improvements have been made against the Property which remain unpaid and Seller has no knowledge and has received no notice of any proposed assessment for public improvements or of any proposed public improvements for which an assessment may be levied against the Property.

g. As of the Effective Date, Seller has no notice of any proposed increase in the assessed valuation of the Property and no notice of any proceeding pending for the reduction of the assessed valuation of all or any portion of the Property.

h. There is no pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the Property and Seller has not received any written or oral notice of any of the same and has no knowledge that any such proceeding is contemplated.

i. Seller has not received written notice of any outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, code or requirement affecting any portion of the Property, and to Seller's knowledge, no written notice of any such violation has been issued by any governmental or quasi-governmental authority. In the event that any such notice is received by Seller after the date of this Agreement, Seller shall promptly notify Purchaser and afford Purchaser full opportunity, with Seller's cooperation, to contest such action or to initiate or participate in such proceedings as Purchaser may deem necessary or desirable to protect Purchaser's interests.

j. There is no work that has occurred at the Property that has not been paid for and that might give rise to mechanic's or materialmen's or other liens against the Property or any portion thereof.

k. Seller has not placed any, and to Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("CERCLA"), and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs,

lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "Environmental Laws" means, without limitation, the Resource Conservation and Recovery Act and CERCLA and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

l. As of the Effective Date, the current zoning classification of the Property under the zoning laws and ordinances of the Lower Providence Township is Highway Commercial.

**Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows in the subsections below:

m. Purchaser is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania.

n. The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the articles of incorporation or bylaws of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolutions of the board of directors of Purchaser and the appropriate and necessary action has been taken by such board of directors on the part of Purchaser. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

o. Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date; or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

p. There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser's knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

q. Except for the express representations and warranties of Seller found in Section 11, subsections a through l, Purchaser is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to acquire the Property, Purchaser is relying solely on Purchaser's investigation of the Property.

r. Purchaser is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

**12. Conditions Precedent.** Notwithstanding anything contained herein to the contrary, Purchaser's obligations to close hereunder are contingent upon the satisfaction of each of the following conditions (each, a "Condition Precedent"):

a. All the representations by Seller as set forth in this Agreement shall be true and correct at and as of the Closing Date in all material respects as though such representations were made both at and as of the date of this Agreement and at and as of the Closing date.

b. No material change in the physical condition of the Property shall have occurred, unless the same is consented to in writing by Purchaser.

c. Seller shall have materially performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the date of Closing.

d. Title to the Property shall be in accordance with the terms of Section 4a and the other requirements of this Agreement.

If any of the Conditions Precedent listed above are not fulfilled by the Closing Date, then unless waived in writing by Purchaser, Purchaser shall have the right to terminate this Agreement by written notice to Seller and receive a refund of the Deposit (including any nonrefundable portion thereof, plus accrued interest) and, in the event Seller willfully causes a Condition Precedent to not be satisfied, Seller shall reimburse Purchaser for all costs incurred by Purchase in connection with this Agreement and the transaction contemplated hereby, up to \$25,000, including title company fees, legal fees, engineering fees, environmental testing fees, and geotechnical testing fees.

**13. Contingencies.** Notwithstanding anything contained herein to the contrary, Purchaser's obligations to close hereunder are contingent upon the satisfaction of each of the following contingencies (each, a "Contingency") set forth in Sections 13.a. and 13.b.

a. Purchaser's obligation to close on the purchase of the Property under this Agreement is contingent upon Purchaser, at Purchaser's expense, causing all applicable governmental authorities having jurisdiction over the Property, including, without limitation, Lower Providence Township, Montgomery County and the Commonwealth of Pennsylvania (and their respective agencies) (collectively and as applicable, the "Governing Jurisdiction") to have issued all final, non-appealable site plan approvals, subdivision approvals, construction plan approvals, zoning approvals, variances, state and federal land disturbance permits (but not any

local excavation or earth disturbance permits that are only able to be obtained by the owner of the Property), wetlands permits, curb cut approvals, and other Federal, State and municipal approvals and permits, excluding only municipal construction permits, that Purchaser deems, in its reasonable discretion, necessary or desirable for the development of the Property for the Proposed Use (including pad specifications) which Purchaser will provide to Seller as intended by Purchaser (collectively the "Approvals"), including but not limited to (i) Final Plat Approval (as defined below) with conditions acceptable to Purchaser in Purchaser's reasonable discretion; (ii) Final Sewer Approval (as defined below); and (iii) Final Water Approval (as defined below). By way of clarification and not of limitation, the Approvals shall not include building permits but shall include all other permits or approvals for the Proposed Use, except only for submission of completed building permit applications. Purchaser shall promptly and diligently pursue the Approvals while this Agreement is in effect and shall keep Seller and Seller's counsel reasonably informed of Purchaser's progress.

i. **Final Plat Approval.** As used herein, "Final Plat Approval" means: (1) that the Governing Jurisdiction has issued written, final and irrevocable approval of land development for the Proposed Use on the Property, including such other ancillary lots as may be necessary for related infrastructure (the "Final Plat"), on terms and conditions acceptable to Purchaser, and (2) that Purchaser shall be authorized by the Governing Jurisdiction to develop the Property pursuant to the Final Plat. Seller agrees to cooperate in obtaining Final Plat Approval, including signing such applications as may be reasonably required by Purchaser. Purchaser shall pay all fees required by the Governing Jurisdiction in connection with obtaining Final Plat Approval. Purchaser shall post all escrows, guarantees or bonds required to record the Final Plat.

ii. **Final Sewer Approval.** As used herein, "Final Sewer Approval" means that Purchaser has obtained written evidence from the Governing Jurisdiction, in form and content acceptable to Purchaser, that sufficient sewer capacity exists to serve all Lots and amenities shown by the Final Plat and that Purchaser, after payment of the required amount to obtain the necessary wastewater treatment allocation for such development, shall be allowed to utilize that sewer capacity to serve all Lots and amenities shown by the Final Plat, without any conditions or restrictions unacceptable to Purchaser. Seller agrees to cooperate in obtaining Final Sewer Approval for the Property, including signing such applications as may be reasonably required by Purchaser. Purchaser shall pay all fees required by the Governing Jurisdiction, including, without limitation, all allocation, hook up, tie in, tap in, service, connection and tapping fees, in connection with the sewer taps and Final Sewer Approval.

iii. **Final Water Approval.** As used herein, "Final Water Approval" means that Purchaser has obtained written evidence from the Governing Jurisdiction, in form and content acceptable to Purchaser, that sufficient water capacity exists to serve all Lots and amenities shown by the Final Plat and that Purchaser shall be allowed to utilize that water capacity to serve all Lots and amenities shown by the Final Plat, without any conditions or restrictions unacceptable to Purchaser. Seller agrees to cooperate in obtaining Final Water Approval for the Property, including signing such applications as may be reasonably required by Purchaser. Purchaser shall pay all fees required by the Governing Jurisdiction, including, without limitation, all hook up, tie in, tap in, service, connection and tapping fees, in connection with Final Water Approval.

b. **Tolling of Closing in the event of Litigation or Moratorium.** In the event, prior to the Closing Date, of any third party judicial, quasi-judicial, administrative or other proceeding attacking the Approvals, or Purchaser timely appealing a denial thereof, the Purchaser shall have the option to toll Closing from the commencement of the litigation or proceeding until the earlier of: i) such time as any such appeal shall be finally adjudicated with no further appeal permitted, or ii) one (1) year after what would have otherwise been the Closing Date (taking into account all exercised extensions of the Zoning Investigation Period)(such period, the "Tolling Period"). Purchaser's exercise of its option to toll Closing must be made by written notice given to Seller prior to the scheduled Closing Date and must be accompanied by a non-refundable tolling extension payment to Seller in the amount of [REDACTED]. Additional non-refundable tolling extension payments shall be due from Purchaser to Seller as follows:

i. A second extension payment in the amount of [REDACTED] shall be due 90 days after the tolled Closing Date;

ii. A third extension payment in the amount of [REDACTED] shall be due 180 days after the tolled Closing Date;

iii. A fourth extension payment in the amount of [REDACTED] shall be due 270 days after the tolled Closing Date;

If Purchaser does not timely exercise the option for the Tolling Period or make the applicable tolling extension payment, then Seller shall be entitled to terminate this Agreement upon written notice to Purchaser.

Notwithstanding the foregoing, the Purchaser shall not be required to prosecute or defend any such denial or appeal; provided, however, Purchaser must notify Seller, in writing, of its decision to, or not to, prosecute or defend such denial or appeal within 45 days of Purchaser receiving notice of the denial or appeal. In the event that Purchaser provides notice that it has decided not to prosecute or defend such denial or appeal, then such notice shall constitute a termination of this Agreement and the Deposit, plus interest, shall be retained by Seller, together with any applicable tolling extension payments, and this Agreement shall be null and void, and the parties hereto shall have no further liability or obligation to the other except for such obligations that survive the termination of this Agreement.

Purchaser may terminate this Agreement by written notice to Seller for any reason or no reason during the Tolling Period, in which event the Deposit, plus interest, shall be retained by Seller, together with the tolling extension payments, and this Agreement shall be null and void, and the parties hereto shall have no further liability or obligation to the other except for such obligations that survive the termination of this Agreement.

For avoidance of doubt, the tolling extension payments shall be credited against the Purchase Price..

c. **Failure to Fulfill Contingencies.** If any of the Contingencies listed in Section 13.a. or Section 13.b. are not fulfilled, or waived in writing by Purchaser, by the applicable

time period set forth herein, then Purchaser shall have the right to terminate this Agreement by written notice to Seller delivered at any time prior to the expiration of such time period, in which event the Deposit, plus interest, shall promptly be kept by Seller, this Agreement shall be null and void, and the parties hereto shall have no further liability or obligation to the other (except for any obligations which expressly survive Closing or the earlier termination of this Agreement).

**14. Operations Prior to Settlement.** Between the Effective Date of this Agreement and the Closing Date:

a. Seller, in accordance with Seller's normal practices and procedures, will continue to maintain the Property so as to keep the Property in substantially its present condition.

b. Seller shall observe and keep in full force and effect all of its licenses and permits (if any) in respect of the Property.

c. No contract for or on behalf of or affecting the Property shall be negotiated or entered into which will not be terminated as of the Closing at Seller's sole cost and expense.

d. Seller will not permit the Property to be encumbered by any liens, easements, encumbrances or other clouds on title which will not be terminated as of the Closing Date at Seller's sole cost and expense.

**15. Risk of Loss.** Until the completion of Closing hereunder, all risk of loss to the Property shall be borne by Seller.

**16. (Intentionally Omitted)**

**17. Seller's Default.** If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, Purchaser's sole and exclusive remedy shall be either to receive the Deposit plus any accrued interest thereon or to seek specific performance of this Agreement. Any action for specific performance must be commenced within 120 days after the event giving rise to the claim therefor, or it shall be deemed waived.

**18. Purchaser's Default.** Should Purchaser fail to complete Closing in default of its obligations hereunder, the Seller shall have the right to terminate this Agreement by written notice to Purchaser, and the Deposit and all accrued interest thereon (as well as any applicable tolling extension payments) shall be retained by Seller as liquidated damages, as Seller's sole and exclusive remedy, at which point this Agreement shall be void and the parties shall have no further liabilities or obligations hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement.

**19. Tax Deferred Exchange.** Seller may elect to exchange the Property for other real estate of a like kind in accordance with Section 1031 of the Internal Revenue Code of 1986 as amended ("Section 1031"), or Purchaser may elect to acquire the Property as replacement Property for a like kind exchange. To exercise any rights under this Section, the party electing to utilize

Section 1031 shall provide the other with a written statement stating its intent to enter into an exchange prior to the Closing Date. Either party's election to exchange, rather than sell or buy, the Property for other real estate of a like kind shall be at no cost or liability whatsoever to the other party and shall not delay or extend the Closing. Should this Agreement become part of a Section 1031 transaction, the party electing to exchange the Property (the "Exchanger") hereby agrees that the other party may enforce any and all representations, warranties, covenants and other obligations of the Exchanger under this Agreement directly against Exchanger, and the other party agrees that the Exchanger may enforce any and all representations, warranties, covenants and other obligations of the other party under this Agreement directly against the other party. Exchanger shall indemnify, defend and hold the other party harmless against any cost, loss, liability or expense suffered as a result of Exchanger's election to structure this transaction as a like kind exchange.

**20. Bulk Sales.** (Intentionally Omitted)

**21. Notices.** Except as otherwise provided herein, any notice required hereunder shall be in writing, and given or delivered to Purchaser, Seller, or the Escrow Agent at the address set forth below (or to such other address as any party may give to the other in writing) either by:

a. personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

b. overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier;

c. certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or

d. electronic transmission (facsimile or electronic mail) provided that such transmission is completed no later than 5:00 p.m. Eastern Time on a business day and the original is also sent by personal delivery, overnight delivery, or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the business day on which the electronic transmission is complete.

To the Seller at: Jacquelyn D'Arcy  
1050 Copeland School Rd  
West Chester, PA 19380

with a copy (which shall not constitute notice) to:

Clarion Law, LLC  
P.O. Box 3169, West Chester, PA 19381  
Attn: Duie Latta, Esq.  
legalnotices@clarionlaw.net

To the Purchaser at: Owen Camuso, Regional Director, RHD Pennsylvania

Behavioral Health and Housing Division  
4700 Wissahickon Ave. Suite #126  
Philadelphia, PA 19144-4248  
Email: Owen Camuso owen.camuso@rhd.org

With a copy to: Wisler Pearlstine, LLP  
c/o M. Joseph Clement, Esq.  
460 Norristown Road, Suite 110  
Blue Bell, PA 19422  
Email: jclement@wispearl.com

To the Escrow Agent at:  
Adam Schneider, Esq.  
Land Services USA, Inc.  
1835 Market Street , Suite 420  
Philadelphia, PA 19103  
Email: aschneider@lsutitle.com

22. **No Recording.** This Agreement shall not be lodged for recording in any place or office of public record.

23. **Waiver of Tender.** Formal tender of an executed deed and the purchase money is hereby waived.

24. **Assignment - Nominee.** Purchaser shall be permitted to assign this Agreement or any of its rights hereunder, or to name nominees to take title to the Property, or any portion or portions thereof, provided that such assignee or nominee is owned controlled by, or under common ownership or control with, Purchaser; provided however, that until Closing is completed, Purchaser shall remain liable for all provisions, conducts and obligations imposed on Purchaser by this Agreement. In the event Purchaser elects to cause such an assignment to occur, Seller understands that Purchaser shall be deemed to have entered into this Agreement for the benefit of a nominee, which is a yet-to-be-formed affiliate that will be created and disclosed to Seller prior to Closing. Seller further understands that Purchaser, in the event of such an assignment to an affiliate, shall be deemed to have had no intent to obtain legal or equitable title to the Property and that, concurrent with Closing, Purchaser shall assign this Agreement, and shall be permitted to do so, without Seller's consent, to the affiliate. Purchaser and the assignee shall be solely responsible for payment of any realty transfer tax due arising from the assignment/nomination, and this obligation shall survive Closing without merger into the deed.

25. **Brokerage.** Seller and Purchaser represent and warrant that neither has dealt with any broker, agent, finder or other intermediary who is entitled to receive a commission or other payment in connection with the conveyance of the Property under this Agreement, except that Seller has dealt with Zommick McMahon Commercial Real Estate, Inc. (Robert DiSimone, agent), and Purchaser has dealt with Caldwell Banker Hearthside (Rick Day, agent) for which services Seller has agreed to pay a commission of 5% of the gross purchase price at Closing (to be split



50/50% between Seller's broker and Purchaser's broker) by separate agreement. Each party agrees to indemnify and hold the other harmless from any other claims of a broker made through such indemnifying party.

26. **Effective Date.** Notwithstanding the date which may be listed on Page 1 of this Agreement, the term "Effective Date of this Agreement" as used herein shall mean the date that this Agreement is fully executed by both Purchaser and Seller and a fully executed copy hereof is returned to Purchaser.

27. **Time of Essence.** Time, wherever mentioned herein, shall be of the essence of this Agreement. This includes, but is not limited to, the time for payment of the Deposit, the Closing Date, title objection notices, the Investigation Period, the Zoning Investigation Period, exercising the option to a Tolling Period, and making of tolling extension payments.

28. **Business Day.** If any deadline or date on which Closing is to occur, or notice is to be provided, is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next following business day.

29. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and/or assigns.

30. **Interpretation.** This is the entire Agreement between the parties hereto with respect to the purchase and sale of the Property and there are no other terms, covenants, conditions, obligations, warranties, representations or statements, oral or otherwise, of any kind whatsoever other than those which are set forth herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

31. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together constitute one and the same agreement. A signed counterpart delivered by email, fax, electronic signature, or other means of electronic transmission shall have the same effect as an original.

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

33. **Governing Law.** This Agreement shall be construed, interpreted and governed by the laws of the Commonwealth of Pennsylvania.

34. **As-Is.** Subject to the representations and warranties of Seller in Section 11 of this Agreement, Purchaser acknowledges that Purchaser has made (or during its investigation periods,

will make) thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price other than as expressly provided for in this Agreement. Purchaser has undertaken (or prior to Closing, will have undertaken) all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the property, and based upon same, Purchaser is and will be relying strictly and solely upon Seller's representations in this Agreement and Purchaser's inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

a. Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

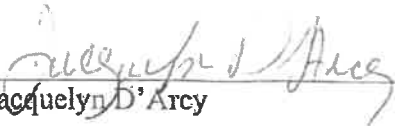
b. Except to the extent provided in the representations and warranties of Seller in Section 11 of this Agreement, Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property.

c. The provisions of this Section 34 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first above written.

**SELLER:**

  
\_\_\_\_\_  
Jacquelyn D'Arcy

**PURCHASER:**  
RESOURCES FOR HUMAN  
DEVELOPMENT, INC.

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first above written.

**SELLER:**

---

Jacquelyn D'Arcy

**PURCHASER:**  
RESOURCES FOR HUMAN  
DEVELOPMENT, INC.

By: *Marco Giordano, CEO*

---

Name: Marco Giordano  
Title: CEO

**JOINDER BY ESCROW AGENT**

The Undersigned, as Escrow Agent hereunder, hereby acknowledges receipt of the Deposit and agrees to hold it in accordance with the terms of the attached Agreement of Sale.

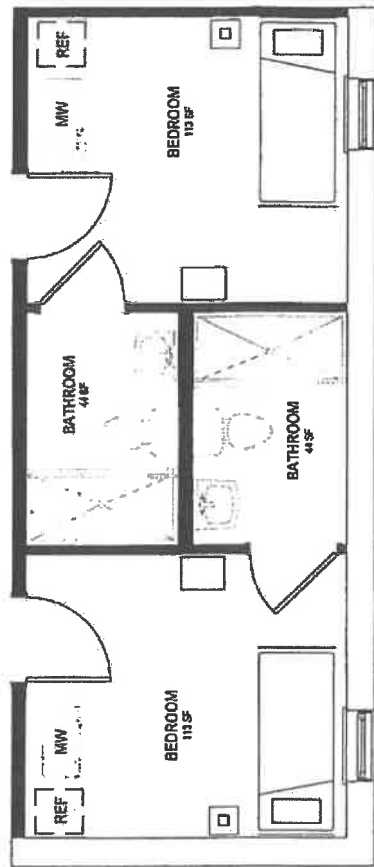
**ESCROW AGENT:**  
**LAND SERVICES USA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Witness: \_\_\_\_\_  
Name:  
Title:


**EXHIBIT "A"**

**Sketch Plan of Proposed Use**



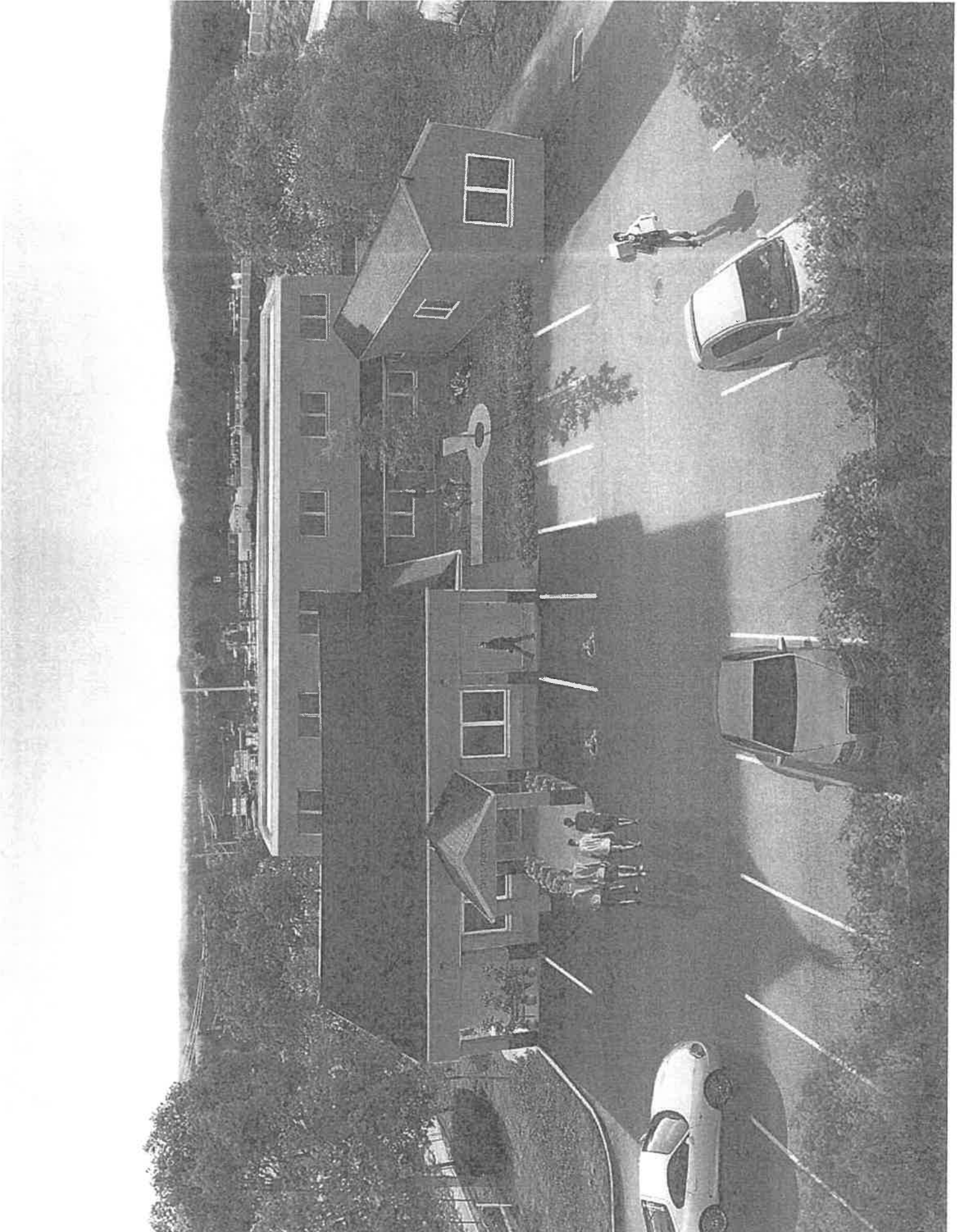
**UNIT PLANS**

1/4" = 1'-0"

kramer  
  
 marks

**CHOC - HARLEY SITE - UNIT PLANS**

  
 22 N. 20th Street, Suite 201, Omaha, NE 68102  
 402.491.7771 | CHOCARCHIVE.COM | www.chocarchitect.com





**EXHIBIT "B"**

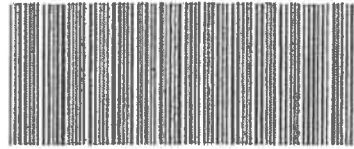
**PECO Easement Agreement**

**RECORDER OF DEEDS  
MONTGOMERY COUNTY**  
*Nancy J. Becker*

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



DEED BK 5688 PG 02375 to 02389  
INSTRUMENT # : 2008037338  
RECORDED DATE: 04/11/2008 12:47:30 PM



0300249-00071

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 15

<b>Document Type:</b> Easement		<b>Transaction #:</b> 226423 - 1 Doc(s)	
<b>Document Date:</b> 01/30/2008		<b>Document Page Count:</b> 14	
<b>Reference Info:</b>		<b>Operator Id:</b> gbrown	
<b>RETURN TO: (Mail)</b> RILEY RIOPER HOLLIN & COLAGRECO PO BOX 1265 EXTON, PA 19341		<b>SUBMITTED BY:</b> RILEY RIOPER HOLLIN & COLAGRECO PO BOX 1265 EXTON, PA 19341	
<b>* PROPERTY DATA:</b>			
<b>Parcel ID #:</b>	43-00-00796-00-7	43-00-00799-00-4	43-00-15100-00-4
<b>Address:</b>	2608 AUDUBON RD	2612 AUDUBON RD	1217 TROOPER RD
	PA	PA	PA
<b>Municipality:</b>	Lower Providence Township	Lower Providence Township	Lower Providence Township
<b>School District:</b>	Methacton	Methacton	Methacton
<b>* ASSOCIATED DOCUMENT(S):</b>			
<b>CONSIDERATION/SECURED AMT:</b>	<b>\$14,000.00</b>	DEED BK 5688 PG 02375 to 02389 Recorded Date: 04/11/2008 12:47:30 PM	
<b>FEES / TAXES:</b>			
Recording Fee:Easement	\$46.50	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.	
Additional Pages Fee	\$20.00		
Additional Parcels Fee	\$4.50		
Affordable Housing Pages	\$20.00		
Affordable Housing Parcels	\$1.50		
State RTT	\$140.00		
Lower Providence Township RTT	\$70.00		
Methacton School District RTT	\$70.00		
Rejected Document Fee	\$5.00		
<b>Total:</b>	<b>\$377.50</b>		

**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 INFORMATION.

Digitally signed 06/09/2021 by montgomery.county.rod@kofile.com

**Certified and Digitally Signed**

Windows may require Adobe Windows Information

eCertified copy of recorded # 2008037338 (page 1 of 15)  
Montgomery County Recorder of Deeds



RETURN TO:

RILEY, RIPER HOLLIN & COLAGRECO  
ATTENTION: MICHAEL B. MURRAY, JR., ESQUIRE  
717 CONSTITUTION DRIVE, SUITE 201  
POST OFFICE BOX 1265  
EXTON, PA 19341

UPI NO.: 43-00-00796-00-7 and 43-00-00799-00-4

*43-00-15100-00-4*  
*43-00-15097-00-7*

EASEMENT AGREEMENT

*B*  
*14*

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
43-00-00796-00-7 LOWER PROVIDENCE  
2608 AUDUBON RD  
PECO ENERGY CO \$5.00  
B 064 U 035 L 2205 DATE: 03/31/2008 AN

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
43-00-00799-00-4 LOWER PROVIDENCE  
2612 AUDUBON RD  
PECO ENERGY CO \$1.00  
B 064 U 034 L 2205 DATE: 03/31/2008 AN

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
43-00-15100-00-4 LOWER PROVIDENCE  
1217 TROOPER RD  
D'ARCY ARMAND FORD & JACQUELYN \$1.00  
B 064 U 053 L 4280 DATE: 03/31/2008 AN

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
43-00-15097-00-7 LOWER PROVIDENCE  
TROOPER RD  
D'ARCY ARMAND FORD & JACQUELYN \$1.00  
B 064 U 048 L 2900 DATE: 03/31/2008 AN

RECEIVED  
APR 11 2008

BY:.....



## EASEMENT AGREEMENT

THIS AGREEMENT OF EASEMENT made as of the 30<sup>th</sup> day of January, 2008, by and between PECO ENERGY COMPANY, a Pennsylvania corporation ("GRANTOR") and MONTGOMERY COUNTY HARLEY DAVIDSON-BUEHL, ("GRANTEE").

### BACKGROUND

A. GRANTOR, by Deed dated May 14, 1991, and recorded in Montgomery County, in Deed Book 4977, page 02046, acquired from Philadelphia Electric Company, a tract or parcel of ground situate in Lower Providence Township, Montgomery County, Pennsylvania (the "Property").

B. GRANTEE desires to establish a roadway with associated underground utilities across a twenty four (24) foot wide strip of GRANTOR's Property.

NOW, THEREFORE, WITNESSETH, in consideration of the sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00), and the covenants, promises and agreements herein, and intending to be legally bound, the parties agree as follows:

1. GRANTOR, insofar as it has the power, title and authority so to do, hereby grants unto GRANTEE, its successors and assigns, the right, liberty and privilege to lay, construct, use, maintain, repair, renew, remove, and replace a roadway for vehicular and pedestrian traffic, including underground utilities, including sewer and water lines and facilities necessary for connection to the public sewer and water systems (collectively called the "Roadway" or "Improvements") in, on, under and across so much of the Property of GRANTOR, situate in Lower Providence Township, Montgomery County, Pennsylvania as lies within a twenty four (24) foot wide strip of ground (the "Easement Area") bounded and described on Exhibit "A", attached hereto and made a part hereof.

UNDER and SUBJECT, nevertheless, to certain conditions, easements and restrictions as appear of record or to which a survey or personal inspection might otherwise reveal; ALSO UNDER AND SUBJECT to the express conditions hereinafter set forth, the faithful performance of which constitutes an essential part of the consideration hereof:

2. (a) GRANTEE acknowledges that GRANTOR's business includes the construction, installation, maintenance, operation and use of structures, fixtures, facilities and instrumentation, with appurtenances (the "Facilities"), now or which may hereafter be constructed on, over, under and across GRANTOR's Property and



hereafter be constructed on, over, under and across GRANTOR's Property and Easement Area, which are used or useful for the generation, conversion, transmission or distribution of electricity, gas and communications.

(b) GRANTEE agrees to comply with all requirements of any of the constituted public authorities and with the terms of any state or federal statute or local ordinance or regulation applicable to GRANTEE's use of the Easement Area, and save GRANTOR harmless from penalties, fines, costs (including reasonable attorneys' fees) or damages resulting from GRANTEE's failure to do so.

(c) GRANTOR reserves the right to use the Easement Area for its corporate purposes at all times and to grant easements or other rights upon the Easement Area for any purposes not inconsistent with the use of the Improvements. If the Improvements interfere with the development or GRANTOR's use of the Property for GRANTOR's corporate purposes, GRANTEE agrees to relocate the Improvements at its sole cost and expense, within a reasonable period following notice from GRANTOR to do so. GRANTOR, subject to such internal approvals as GRANTOR may require, shall provide GRANTEE with such alternate right of way within GRANTOR's Property as may be reasonably required for such relocation.

3. (a) GRANTEE shall lay, construct, install, use, maintain, repair, renew, remove and replace the Improvements at its sole cost and expense, in a good and workmanlike manner and in conformity with all governmental standards, doing as little damage as possible to the Property and Easement Area.

(b) GRANTEE shall, upon completion of any and all work done, (1) restore the Property and Easement Area to a condition at least equal to that existing prior to such work including, but not limited to properly filling, tamping, seeding and re-seeding the surface, refilling following any subsequent settlement due to any excavation made for the Improvements and re-grading in order to maintain the drainage pattern existing prior to the construction of GRANTEE's Improvements; any drainage problems created by GRANTEE shall be corrected at its sole cost and expense without additional use of GRANTOR's Property, (2) remove all material and debris and re-establish GRANTOR's right-of-way roads or trails to their original good condition and (3) repair and put into good condition or replace if necessary, at its sole cost and expense, and to the satisfaction of GRANTOR, any and all property and improvements of GRANTOR damaged by the construction or installation of the Improvements including, but not limited to, fences and shrubbery. Any such repairs or replacement required for GRANTOR's Facilities shall be performed by GRANTOR at GRANTEE's sole cost and expense.



(c) GRANTEE is responsible for all maintenance of whatsoever kind or nature required for the Improvements including, but not limited to, repairs to the Improvements and snow removal from the Roadway and any sidewalks.

4. GRANTEE shall exercise particular care in laying, constructing, installing, using, maintaining, repairing, renewing, removing or replacing the Improvements to avoid interference, contact with or damage to GRANTOR's Facilities. GRANTEE will not cause or permit any material, boom, crane or similar mechanical equipment, nor any part thereof, to come within: (a) thirty-five (35) feet (10.7 meters) of a 500 kV conductor; (b) twenty-five (25) feet (7.7 meters) of a 230 kV conductor; (c) twenty (20) feet (6.1 meters) of a 133 kV conductor; (d) fifteen (15) feet (4.6 meters) of a 69 kV conductor and (e) twelve (12) feet (3.7 meters) of any electric conductor less than 69 kV without GRANTOR's prior approval as hereinafter provided in Section 14. GRANTEE shall not permit equipment to operate within five (5) feet of any tower foundations, poles or anchor guys supporting said towers or poles. The Improvements shall be constructed at least twenty-five (25) feet away from any tower leg or structure and at least ten (10) feet from any wood poles or anchors supporting GRANTOR's Facilities. No excavation shall be made closer than twenty-five (25) feet to GRANTOR's transmission towers or structures without specific written approval by GRANTOR.

5. GRANTEE shall adhere at all times to current occupational safety and health regulations (OSHA) and Pennsylvania Department of Labor and Industry Regulations, or regulations of any other agency having jurisdiction, regarding the safe operation of cranes, booms and hoists or other equipment in the vicinity of energized conductors. If GRANTEE uncovers or damages any electric transmission line grounding leads or counterpoise wire or damages any of GRANTOR's Facilities GRANTEE shall immediately notify GRANTOR's Transmission & Substations Work Dispatcher as provided in Section 16 and any damaged Facilities shall be repaired or replaced by GRANTOR at GRANTEE's sole cost and expense. GRANTEE and its contractors shall not touch, handle or attempt to repair any exposed and/or severed grounding leads or counterpoise wire or other Facilities. GRANTEE is responsible to inform equipment operators of the nature and location of underground facilities in the Easement Area.

6. (a) If GRANTEE requests GRANTOR's approval to operate equipment closer to conductors than permitted in Section 4, and provided GRANTOR can accommodate such request, GRANTOR's Facilities must be de-energized and grounded prior to the start of any construction operation which shall require any part of such equipment to be positioned closer to the conductors or Facilities than provided in Section 4. GRANTEE shall not permit any equipment or material to contact a de-energized conductor. GRANTEE must notify GRANTOR's Transmission & Substations Work Dispatcher, as provided in Section 16, at least seven (7) months prior to any work



requiring GRANTOR's Facilities to be de-energized. If such request can be accommodated a schedule shall be developed by GRANTOR to allow for GRANTEE's construction, if feasible. GRANTEE shall reimburse GRANTOR for any costs including, but not limited to, additional generating costs as determined by GRANTOR as a result of GRANTOR de-energizing its Facilities. If an emergency occurs during the period GRANTOR's Facilities are de-energized and GRANTOR's Facilities are required to maintain its system operation, GRANTEE must make GRANTOR's Facilities available for use within one (1) hour of notification.

(b) Notwithstanding anything herein to the contrary, GRANTOR is under no obligation whatsoever to de-energize or relocate any of its Facilities to accommodate the Improvements including their installation, maintenance, removal or replacement.

7. GRANTEE shall use special care not to disturb or undermine GRANTOR's Facilities in any manner whatsoever. GRANTEE shall not interfere with or block GRANTOR's access to GRANTOR's Facilities or the Property at any time and when necessary shall properly plank excavations to facilitate GRANTOR's access with men, equipment and vehicles. If curbing is to be installed, GRANTEE shall, if required by GRANTOR, provide depressed curbs with ramps at least sixteen (16) feet in width with no greater than a 15% grade and capable of supporting vehicles which distribute 38,000 pounds per axle on each side of the Roadway at locations determined by GRANTOR.

8. GRANTEE shall not use explosives for the construction, installation, maintenance, renewal, removal or replacement of the Improvements.

9. No buildings, storage sheds, trailers, equipment, dirt, rock or materials of any type are permitted to be stored on GRANTOR's Property or the Easement Area at any time. GRANTEE shall not park equipment or vehicles on the Easement Area or Property at any time except when actually performing work permitted hereunder on the Easement Area. GRANTEE is granted the right to construct the Improvements and no other rights or permission for any other use of GRANTOR's Property and the Easement Area is granted hereunder.

10. (a) If cathodic protection systems are to be installed on underground Improvements GRANTEE shall furnish engineering plans or drawings of cathodic protection systems for GRANTOR's review and approval prior to installation. Cathodic protection tests shall be performed on the completed underground Improvements by and at the expense of GRANTEE and GRANTEE shall provide GRANTOR with written results of such tests within thirty (30) days following installation of the cathodic protection system.



(b) GRANTEE shall use special care to avoid leakage at pipe joints or seepage into open ditches during the construction, installation, use, maintenance, repair, renewal, removal or replacement of underground Improvements which might lead to undermining GRANTOR's Facilities.

(c) If a leak or spill occurs from underground Improvements GRANTEE agrees to immediately commence and complete cleanup operations and satisfy all requirements of GRANTOR, the Environmental Protection Agency and any other governmental agency for the cleanup of the leak or spill and further agrees to assume full responsibility for the costs of the cleanup.

(d) Underground Improvements shall have a minimum cover as approved or if specified by GRANTOR. GRANTEE is aware GRANTOR intends to traverse over the Improvements with vehicles generally weighing 38,000 pounds per axle and the Improvements shall be installed accordingly. GRANTOR does not warrant that any approved or specified cover will protect the Improvements.

(e) Manholes are not permitted unless otherwise approved by GRANTOR. If approved, manholes shall not extend above grade.

(f) GRANTEE shall install and maintain, at its expense, permanent markers for underground Improvements where they enter and leave the Easement Area and at all angles. The markers must be approved by GRANTOR prior to their installation which GRANTEE agrees to complete no later than six (6) months following completion of the underground Improvements.

11. GRANTEE assumes all risk of loss, injury or damage to the Improvements and personal property and all risk of injury or death to its employees, contractors, workmen, invitees or any other person or persons from any causes whatsoever arising out of the occupancy and use of the Easement Area by Grantee, its agents and employees or occasioned wholly or in part by the act or omission of GRANTEE, its agents and employees, even if the claim arises from the concurrent negligence, fault or other liability of the party to be indemnified GRANTEE shall at all times hereafter indemnify, defend and save harmless GRANTOR (and its officers, agents and employees) from and against any and all claims, demands, actions, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury, or damage to property caused to any person (including without limitation employees of GRANTEE or its contractors or subcontractors) in or about the Easement Area arising out of the occupancy or use of the Easement Area by GRANTEE or occasioned wholly or in part by the act or omission of GRANTEE, its agents and employees, even if the claim arises from the concurrent negligence, fault or other liability of the party to be indemnified, except for the sole negligence of GRANTOR.





12. (a) In addition to the indemnifications contained in Section No. 11, but not in limitation thereof, GRANTEE agrees to carry and maintain Comprehensive General Liability Insurance including Broad Form Contractual Liability with a combined single limit for bodily injury and property damage of not less than \$5,000,000 per occurrence with an insurance company or companies acceptable to GRANTOR during the construction, installation, use maintenance, repair, renewal, removal or replacement of the Improvements. GRANTEE shall furnish GRANTOR with evidence of such insurance in the form of a policy or certificate of insurance. The policy or certificate shall name GRANTOR, its officers, agents and employees, as additional insured, be primary insurance for all purposes, and contain cross-liability provisions.

(b) The policy or certificate shall be forwarded to GRANTOR prior to commencing any work on the Easement Area, and contain a provision that GRANTOR be notified with at least ten (10) days prior notice in the event of cancellation of the insurance.

13. If any lien is filed against the Property by any contractor of GRANTEE for work done on the Property, GRANTEE shall cause same to be discharged or satisfied within fifteen (15) days of service or upon notice of same, whichever shall be sooner. GRANTEE shall indemnify, defend and hold harmless GRANTOR against all costs and expenses (including, without limitation reasonable attorneys' fees arising out of any such liens.

14. Prior to performing any work in the Easement Area, as permitted hereunder, GRANTEE shall submit to GRANTOR's Real Estate & Facilities Division, for GRANTOR's approval, plans or drawings prepared in accordance with GRANTOR's "Electric Construction Standard" S-7073, a copy of which is attached hereto and made a part hereof as Exhibit "B", or any revision thereof or successor standard, indicating the scope of work to be performed. GRANTOR reserves the right to decline to review drawings submitted without the required information. If GRANTOR's approval is given, GRANTEE shall notify GRANTOR upon completion of any work done in order that a final inspection can be made by GRANTOR to insure compliance therewith. Subsequently, but not later than three (3) months after completion, GRANTEE shall submit to GRANTOR for written approval three (3) copies of the "as built" plans or drawings indicating the installation and/or construction of the Improvements within the Easement Area.

15. If it should be deemed necessary by GRANTOR to take precautionary measures such as, but not limited to, relocating its Facilities, supplying safety inspectors to insure that any work performed is done in a safe and proper manner, de-energizing conductors, and erecting barricades due to the installation, construction, maintenance, renewal, removal, repair, or replacement of the Improvements, then



GRANTEE shall pay for any such measures taken by GRANTOR on a cost plus overhead basis within thirty (30) days of submission of a bill therefor from GRANTOR. It is understood and agreed that this shall, in no way, relieve GRANTEE from any liability in connection with the rights herein granted.

16. At least two (2) months prior to the commencement of any construction or other work on the Easement Area or Improvements (or seven (7) months if it shall be necessary to de-energize GRANTOR's Facilities) GRANTEE shall contact GRANTOR's Substation Supervisor, Transmission & Substations, 1040 Swedesford Road, Berwyn, Pennsylvania, 19312 (Telephone No. 610-648-7920 or 7921) to make arrangements with GRANTOR's representatives to review GRANTEE's previously approved plans or drawings to determine what precautionary measures, if any, are required. GRANTEE shall again contact GRANTOR's Transmission & Substations Work Dispatcher at least five (5) days prior to beginning any work in the Easement Area as notice that work is to commence and to confirm previously made precautionary measures and other arrangements. **PRIOR APPROVAL OF GRANTEE'S PLANS OR DRAWINGS BY GRANTOR DOES NOT CONSTITUTE NOTICE TO OR APPROVAL BY GRANTOR FOR GRANTEE TO COMMENCE WORK ON THE EASEMENT AREA. GRANTEE AGREES THAT ABSOLUTELY NO WORK SHALL BEGIN ON THE EASEMENT AREA, INITIALLY OR AT ANY FUTURE TIME, UNLESS GRANTEE HAS MADE PROPER ARRANGEMENTS AND GIVEN THE REQUIRED NOTICE AS AFORESAID.**

17. (a) GRANTEE shall pay all real property taxes and other charges and assessments levied upon or assessed against GRANTOR or GRANTOR's Property caused by the construction or presence of the Improvements and shall save GRANTOR harmless from any such taxes, charges and assessments at its sole cost and expense.

(b) GRANTEE covenants and agrees that no charge or assessment shall be made or imposed upon GRANTOR or the Property for the cost of installing and constructing the Improvements and shall save GRANTOR harmless from any such charge or assessment at GRANTEE's sole cost and expense.

18. Construction or installation of the Improvements shall be completed within ten (10) years from the date of this Agreement. If GRANTEE fails to complete the construction or installation of the Improvements or thereafter ceases to use the same, or fails to comply with the covenants, agreements or conditions of this Agreement, then the easement herein granted shall be and become null and void and of no further force and effect, and all rights hereunder shall revert to GRANTOR. In such event GRANTEE shall execute and deliver a release to GRANTOR, in recordable form, abrogating the easement herein granted and remove the Improvements and restore the Easement Area to good order and condition as set forth in Section 3(b) within sixty (60) days following notice from GRANTOR to do so.



19. If GRANTEE desires that the Improvements be dedicated to Lower Providence Township, and/or the appropriate agency having authority, following completion thereof, GRANTEE shall so inform GRANTOR, in writing, whereupon GRANTOR, subject to approval by its management and to such approval, if any, of the Pennsylvania Public Utility Commission as may be required by law, shall prepare and execute a Deed of Dedication to Lower Providence Township, and/or the appropriate agency having authority, in form acceptable to GRANTOR provided, however, that Lower Providence Township and/or the appropriate agency having authority shall accept the Deed of Dedication. The Deed shall be under and subject to all the terms and conditions of this Agreement and contain a provision that GRANTOR shall not be responsible for the installation, maintenance or repair, including, without limitation, snow removal, of or to the Improvements, including without limitation, the Roadway, curbs and sidewalks.

20. This Agreement is made under and subject to the lien of the First and Refunding Mortgage dated as of May 1, 1923, of the Counties Gas and Electric Company (to which GRANTOR is Successor) to Fidelity Trust Company (to which US Bank, National Association is Successor) as the same has been heretofore and may hereafter be amended and supplemented for the security of the presently outstanding bonds of GRANTOR and other and additional bonds which may hereafter be issued and outstanding under said Mortgage as so amended and supplemented.

21. The covenants, agreements and conditions herein contained shall inure to and bind the respective heirs, administrators, executors, successors and, to the extent permitted, assigns of the parties hereto.

EXECUTED the day and year first above written.

ATTEST: [Signature]  
Asst Corporate Secretary

PECO ENERGY COMPANY  
BY: [Signature]  
Director, Real Estate & Facilities

APPROVED
RE
FORM

WITNESS: [Signature]  
[Signature]

Grantee: MONTGOMERY COUNTY  
HARLEY DAVIDSON-BUEHL  
[Signature] (SEAL)  
(Name) PRESIDENT  
[Signature] (SEAL)  
SECRETARY/TREASURER



COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
 COUNTY OF CHESTER :

On this, the 8<sup>th</sup> day of April, 2008, before, the undersigned notary public, personally appeared ARMAND FORD D'ARCY and JACQUELYN M. D'ARCY who acknowledged themselves to be the President and Secretary/Treasurer, respectively, of Montgomery County Harley Davidson-Buehl, a Pennsylvania corporation, and that they as such President and Secretary/Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Susan Dries  
 Notary Public

(Notarial Seal)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
 Notary Seal  
 Susan Dries, Notary Public  
 Uwchlan Twp., Chester County  
 My Commission Expires Oct. 17, 2009  
 Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA: : SS.  
COUNTY OF PHILADELPHIA :

On this, the *27th* day of *March* 2008, before me, a Notary Public, the undersigned officer, personally appeared M. A. Williams, who acknowledged himself to be Director, Real Estate & Facilities of PECO ENERGY COMPANY, a Pennsylvania corporation and that he as such Director, Real Estate & Facilities, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Director, Real Estate & Facilities.

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

*Gerard E. Sorritag*  
Notary Public  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Gerard E. Sorritag, Notary Public  
City Of Philadelphia, Philadelphia County  
My Commission Expires May 30, 2010  
Member, Pennsylvania Association of Notaries

STATE OF *Pa* : : SS.  
COUNTY OF *Montgomery* :

On this the *3* day of *March* 2007, before me, a Notary Public, the undersigned officer, personally appeared *Armand J. Sacchetti* known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

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

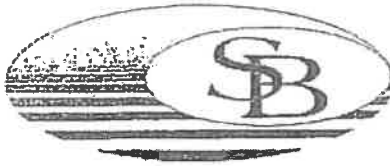
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
JAMES R. GIBBONS, Notary Public  
Lower Providence Twp., Montgomery County  
My Commission Expires April 13, 2010

*James R. Gibbons*  
Notary Public

File No. PE 3974

DEW/dw





# STACKHOUSE BENSINGER INC.

330 Revere Boulevard, Sinking Spring, PA 19608

E-mail: [ssainc@stseinc.com](mailto:ssainc@stseinc.com)

Phone: (610) 777-8000

Fax: (610) 796-2983

August 7, 2007

## DESCRIPTION OF A 24' WIDE ACCESS AND UTILITY EASEMENT LOWER PROVIDENCE TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

ALL THAT CERTAIN 24' wide access and utility easement leading in a southwesterly direction from (S.R. 4041) known as Audubon Road width varies, through property belonging to Philadelphia Electric Company to property belonging to Armand Ford D'Arcy & Jacquelyn D'Arcy, as shown on the Montgomery County Harley Davidson Driveway Exhibit Plan prepared by Stackhouse Bensinger Inc. Plan No. 2233-001-E-0.1 dated July 17, 2007, last revised August 9, 2007, situate in the Township of Lower Providence, County of Montgomery, Commonwealth of Pennsylvania and being more fully bounded and described as follows to wit:

BEGINNING on the dividing line between lands N/F of Armand Ford D'Arcy & Jacquelyn D'Arcy and Philadelphia Electric Company, being South thirty-eight degrees fifty-one minutes zero seconds West (S. 38°51'00" W.), a distance of thirteen feet and seventy hundredths of one foot (13.70') from the most northern corner of lands N/F of Armand Ford D'Arcy & Jacquelyn D'Arcy;

THENCE EXTENDING in a southwesterly direction along the dividing line between lands N/F of Armand Ford D'Arcy & Jacquelyn D'Arcy and Philadelphia Electric Company South thirty-eight degrees fifty-one minutes zero seconds West (S. 38°51'00" W.), a distance of thirty-five feet and zero hundredths of one foot (35.00') to the southwest corner of the herein described 24' wide access and utility easement;

THENCE EXTENDING through lands N/F of Philadelphia Electric Company the following five (5) courses and distances:

1. In a northwesterly direction along a curve deflecting to the right having a radius of forty-nine feet and zero hundredths of one foot (49.00'), a central angle of twenty-two degrees twenty minutes forty-two seconds (22°20'42"), a tangent of nine feet and sixty-eight hundredths of one foot (9.68'), a chord of eighteen feet and ninety-nine hundredths of one foot (18.99'), a chord bearing of North seven degrees forty-eight minutes forty-five seconds West (N. 07°48'45" W.), and a distance along the arc of nineteen feet and eleven hundredths of one foot (19.11');

Lancaster (717) 431-2114

Pottsville (570) 628-4049

Civil Engineering • Landscape Architecture • Land Planning • Traffic Engineering • Municipal Consulting • Surveying

EXHIBIT A Certified copy of recorded # 2008037338 (page 13 of 15)  
Montgomery County Recorder of Deeds





2. In a northeasterly direction on a line bearing North three degrees twenty-one minutes thirty-six seconds East (N.  $03^{\circ}21'36''$  E.), a distance of sixteen feet and ninety-five hundredths of one foot (16.95');
3. In a northeasterly direction along a curve deflecting to the right having a radius of seventy-four feet and zero hundredths of one foot (74.00'), a central angle of forty degrees twenty-three minutes twenty-four seconds ( $44^{\circ}23'24''$ ), a tangent of thirty feet and nineteen hundredths of one foot (30.19'), a chord of fifty-five feet and ninety-one hundredths of one foot (55.91'), a chord bearing of North twenty-five degrees thirty-three minutes eighteen seconds East (N.  $25^{\circ}33'18''$  E.), and a distance along the arc of fifty-seven feet and thirty-three hundredths of one foot (57.33');
4. In a northeasterly direction on a line bearing North forty-seven degrees forty-five minutes zero seconds East (N.  $47^{\circ}45'00''$  E.), a distance of one hundred sixty-one feet and eighty hundredths of one foot (161.80');
5. In a northeasterly direction on a line bearing North forty-two degrees nine minutes thirteen seconds East (N.  $42^{\circ}09'13''$  E.), a distance of one hundred seven feet and fifty-eight hundredths of one foot (107.58') to the western Legal Right-of-Way Line of Audubon Road (S.R. 4041) width varies;

THENCE EXTENDING in a southeasterly direction along the western Legal Right-of-Way Line of Audubon Road (S.R. 4041) the following two (2) courses and distances:

1. On a line bearing South fifty degrees eight minutes forty-three seconds East (S.  $50^{\circ}08'43''$  E.), a distance of six feet and fourteen hundredths of one foot (6.14');
2. Along a curve deflecting to the right having a radius of seven hundred sixty-five feet and fifteen hundredths of one foot (765.15'), a central angle of one degree twenty minutes nineteen seconds ( $01^{\circ}20'19''$ ), a tangent of eight feet and ninety-four hundredths of one foot (8.94'), a chord of seventeen feet and eighty-eight hundredths of one foot (17.88'), a chord bearing of South forty-nine degrees twenty-eight minutes thirty-four seconds East (S.  $49^{\circ}28'34''$  E.), and a distance along the arc of seventeen feet and eighty-eight hundredths of one foot (17.88');

THENCE EXTENDING in a southwesterly direction through lands N/F of Philadelphia Electric Company the following four (4) courses and distances:

1. On a line bearing South forty-two degrees nine minutes thirteen seconds West (S.  $42^{\circ}09'13''$  W.), a distance of one hundred nine feet and fifty-one hundredths of one foot (109.51');





2. On a line bearing South forty-seven degrees forty-five minutes zero seconds West (S. 47°45'00" W.), a distance of one hundred sixty-two feet and ninety-seven hundredths of one foot (162.97');
3. Along a curve deflecting to the left having a radius of fifty feet and zero hundredths of one foot (50.00'), a central angle of forty-four degrees twenty-three minutes twenty-four seconds (44°23'24"), a tangent of twenty feet and forty hundredths of one foot (20.40'), a chord of thirty-seven feet and seventy-eight hundredths of one foot (37.78'), a chord bearing of South twenty-five degrees thirty-three minutes eighteen seconds West (S. 25°33'18" W.), and a distance along the arc of thirty-eight feet and seventy-four hundredths of one foot (38.74');
4. On a line bearing South three degrees twenty-one minutes thirty-six seconds West (S. 03°21'36" W.), a distance of seven feet and eight hundredths of one foot (7.08'), to the PLACE OF BEGINNING.

CONTAINING IN AREA: eight thousand one hundred ninety-eight square feet (8,198 s.f.) of land.

BEING PART OF THE SAME PROPERTY WHICH State Farm Mutual Automobile Insurance Company, granted and conveyed unto Philadelphia Electric Company, recorded in Deed Book 4977, Page 2046, Montgomery County Records.





EXHIBIT "B"

6



ATLANTA GA 39901-0001

In reply refer to: 0752661009  
May 03, 2016 LTR 4168C 0  
23-1727133 000000 00  
00022283  
BODC: TE

RESOURCES FOR HUMAN DEVELOPMENT INC  
% REGINA KELLY  
4700 WISSAHICKON AVE STE 126  
PHILADELPHIA PA 19144-4248



000876

Employer ID Number: 23-1727133  
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Apr. 22, 2016, regarding your tax-exempt status.

We issued you a determination letter in JANUARY 1971, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0752661009  
May 03, 2016 . LTR 4168C 0  
23-1727133 000000.00  
00022284

RESOURCES FOR HUMAN DEVELOPMENT INC  
% REGINA KELLY  
4700 WISSAHICKON AVE STE 126  
PHILADELPHIA PA 19144-4248

Sincerely yours,



Teri M. Johnson  
Operations Manager, AM Ops. 3

# *Commonwealth of Pennsylvania*



## *Department of State Bureau of Corporations and Charitable Organizations*

### *Certificate of Registration*

*No. 352*

*This is to certify that **RESOURCES FOR HUMAN DEVELOPMENT, INC.** is registered as a **Charitable Organization** with the Department of State, Bureau of Corporations and Charitable Organizations under The Solicitation of Funds for Charitable Purposes Act, 10 P.S. § 162.1 et seq., and is authorized to solicit charitable contributions under the conditions and limitations set forth under the Act.*

*This certificate issued on 08/19/2021 and expires on 05/15/2022. Expiration date includes 180-day automatic extension.*

***This certificate is not to be used as identification nor does it constitute an endorsement.***

A handwritten signature in black ink, reading "Neoma W. Desrosiers".

---

*Acting Secretary of the Commonwealth*

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

05/20/2021

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

RESOURCES FOR HUMAN DEVELOPMENT, INC.

is duly registered as a Pennsylvania Non-Profit (Non Stock) under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set  
my hand and caused the Seal of the Secretary's  
Office to be affixed, the day and year above written

A handwritten signature in black ink, appearing to read "Veronica W. Desrosiers".

Acting Secretary of the Commonwealth

Certification Number: TSC210520080271-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

EXHIBIT "C"

## OVERVIEW

Resources for Human Development (RHD) has been changing lives since 1970. We take a coordinated, community-wide approach to solving homelessness. For 15 years, RHD has helped adults in Montgomery County transition out of homelessness into permanent housing. Due to an ending lease, we have the opportunity to purchase and renovate a new building, all while launching a new and improved supportive short-term housing program. RHD's new facility will house the only program of its kind in Montgomery County – an innovative, collaborative model that addresses homelessness and values the dignity of every individual. Along with the new facility, we will introduce other components that will support individuals enrolled in our Supportive Short Term Housing program: single units that provide privacy, safer public health measures during Covid, and a more trauma-informed environment. Additional programs will improve outcomes for individuals, such as financial literacy, behavioral health services and access to physical health support. The combination of the new building and our holistic, person-centered approach to supporting individuals experiencing homelessness will result in long lasting outcomes for the whole community.



Scan QR Code to visit our site or go to [www.rhd.org](http://www.rhd.org).

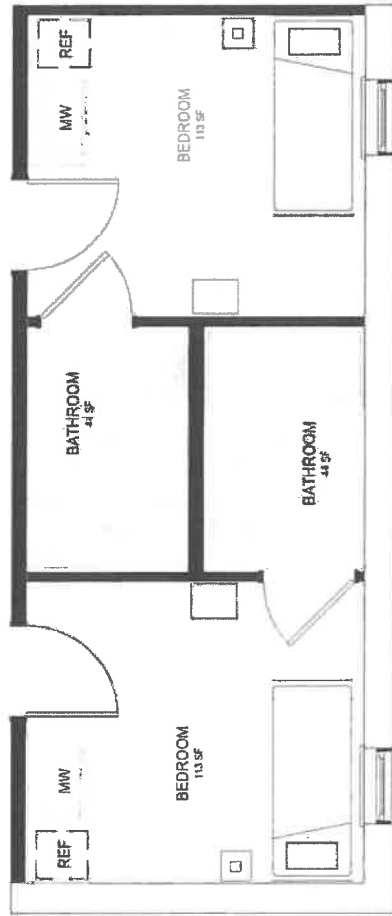
***Together, We're Better  
Together, We're RHD***

## FAST FACTS

- RHD brings over **50 years' experience in human services** to this project. We have extensive expertise in housing and homelessness with a track record of success.
- Over **1,000 single adult Montgomery County residents experienced homelessness** last year. This service is needed.
- **RHD values the dignity of each individual.** Homelessness can happen to anyone. Our residents come from all walks of life, with a myriad strengths, skills, and challenges.
- We are the **only year-round short-term housing resource in Montgomery County for single adults to turn to when the unthinkable happens.** Without our services, more Montgomery County residents would be sleeping on the streets.
- We are not an overnight shelter where members have to leave during the day. We are a cohesive, **supportive, 24/7 community.**
- The new facility will include even more **comprehensive services designed to shorten periods of homelessness and support individuals in maintaining permanent housing.**
- Our services include **housing-focused case management, financial literacy education, benefits counseling, life skills coaching, job support, behavioral health services, and recovery support** to help people achieve and maintain permanent housing.
- The new facility will have **60 individual units.** We expect to **serve approximately 200 people each year.**
- **We give back:** our hiring strategy prioritizes local residents, and we support local businesses and community events.
- We all want the same thing – to **solve homelessness.** RHD does just that by keeping people off the streets and making homelessness brief and non-recurring. We work hard to move people out of **short-term housing within 60-90 days. Last year, 45% of our members stayed fewer than 90 days.**

EXHIBIT "D"





**UNIT PLANS**

1/4" = 1'-0"

kramer + marks

ARCHITECTURE INTERIOR DESIGN

27 S. MAIN STREET, ANABER, PA 19002  
 P 215.654.7722 F 215.654.5353 WWW.KRAMERMARKS.COM

**CHOC - HARLEY SITE - UNIT PLANS**

197991

EXHIBIT "E"

4 May 2022

Wisler Pearlstine, LLP

Attention: M. Joseph Clement, Esquire

*Sent via email*

RE: RESOURCES FOR HUMAN DEVELOPMENT [RHD]  
1217 South Trooper Road  
Lower Providence Township, PA

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JOSEPH A. ZADLO  
ARCHITECT

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604  
North Bethlehem  
Pike  
Lower Gwynedd  
PA 19002

Tel. 215.643.4774

Dear Mr. Clement:

In response to your request and in connection with the property found at 1217 South Trooper Road, I have reviewed the vision of RHD's supportive short term housing program, the property at 1217 South Trooper Road and the Zoning Ordinance of the Township of Lower Providence. This is all in connection with the proposed use of the property by RHD.

Resources for Human Development, a 501(c) (3) non-profit organization in partnership with the Montgomery County Department of Health and Human Services. RHD provides free temporary housing and services for the adult men and women of Montgomery County who are in need of housing. The property at 1217 South Trooper Road will be used for that purpose.

The subject property is in the HC Highway Commercial District. More specifically this property falls under the regulations of Section 143-108, as it meets the minimum area requirement of 40,000 square feet and the minimum lot width requirement of 200 feet at the building line. It is known as a Class Two lot. The permitted uses for a Class Two lot include, under Section 143-108, J, "Educational, religious, or philanthropic use". RHD's proposal is a philanthropic use, and it is permitted 'by right' in the HC Highway Commercial District.

Please note that in Article I of the Zoning Ordinance under Section 146-6A (17) when a word is not defined in the Zoning Ordinance and the Land Development and Subdivision Ordinance it shall be used with the meaning of standard usage within the context of the section in question. The standard Webster's Dictionary shall be used as a reference. 'Philanthropic' is such a word; it is not defined. The Webster's definition for philanthropic is:

1. of, relating to, or characterized by philanthropy: HUMANITARIAN

2. dispensing or receiving aid from funds set aside for humanitarian purposes.

Philanthropy is defined as:

1. good will to fellow members of the human race, especially active effort to promote human welfare.
2. a: an act or gift made for humanitarian purposes  
b: an organization distributing or supported by funds set aside for humanitarian purposes.

Humanitarian is defined as:

1. A person promoting human welfare and social reform:  
PHILANTHROPIST.

These definitions unquestionably describe RHD's proposed use of 1217 South Trooper Road.

As a further note, allow me to point out the appropriateness of this use for this site. Many of the permitted uses are high traffic volume generators. This use is not. The access from the primary road is compromised. Service from the secondary access is not and its use is not detrimental to this proposed use of the property, it would be detrimental to a commercial use. The entrance ramp that fronts the property is not conducive to left-hand turning movements. The mix of surrounding uses are, while not preferable to many permitted uses, acceptable as neighbors to the proposed use.

The proposed use for RHD's operation is both permitted on and well matched to the property at 1217 South Trooper Road.

Respectfully submitted,


  
JOSEPH A. ZABLO,  
Architect / Planner

EXHIBIT "F"

*Curriculum Vitae*

Title Principal  
JOSEPH A ZADLO, Architect, AICP

Address: 604 North Bethlehem Pike  
Lower Gwynedd, Pennsylvania 19002

Education: Drexel University, B.S.  
Major in Architecture

Professional Registrations Registered Architect  
Pennsylvania  
New Jersey  
Certified Planner  
AICP, Number 011873

Appointments Architect's Selection Committee  
Past Chairman  
Department of General Services  
State of Pennsylvania  
2012 – 2016

Fields of Specialization Architecture  
Planning  
Zoning  
Land Development

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JOSEPH A. ZADLO  
ARCHITECT

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604  
North Bethlehem  
Pike  
Lower Gwynedd  
PA 19002

Tel. 215.643.4774

Mr. Zadlo founded his Architectural firm in 1974. The practice has developed into a unique professional service organization based upon his experience in design, construction, planning, development and municipal consulting services.

Prior to the formation of his firm Mr. Zadlo amassed experience working for architects in Philadelphia while he attended Drexel University in the evening. He progressed to the level of Senior Associate with Nolen and Swinburne Associates, and became a partner at Nolen O'Neill before forming his own Architectural firm which also provided development and consulting services. These latter activities were later augmented with municipal consulting which includes appointments to

civil positions. The wide range of experience has qualified Mr. Zadlo to testify as an expert witness on numerous occasions, both in zoning, land development, construction and personal injury cases.

Mr. Zadlo has served as an expert witness in various construction and zoning cases ranging in size from the Landfill in Scranton, PA to single family residential special exception cases. The work load includes serving as project manager in the Borough of Hatboro for the Fire House, the Police Station, the Public Works Garage and the recently completed FEMA floodplain project. That project involved demolition of 24 apartment residences and conversion of the land to a Park.

Mr. Zadlo is currently administering the approval of 12 Assisted Living Residences and Active Adult Apartments in New Jersey, New York, Indiana, Georgia, Florida and South Carolina. Over the past 25 years he has been involved in over 50 such successful projects. This is in addition to continuing private and municipal work.

#### PROFESSIONAL EXPERIENCE

##### Architecture

From 1963 to 1968 work in several Architectural firms included the development of a standard design for Gino Restaurants and the design for the Glenside Library. This professional experience was preceded by a design/drafting period that produced a complete line of prefabricated houses using a patented system of framing based on a 4'-0" module.

While at Nolen and Swinburne Associates from 1968 to 1974, Mr. Zadlo fill the role of out-of-systems coordinator on a project for the Social Security Administration which involved simultaneous construction of three payment centers: one in Oakland, California, one in Chicago, Illinois and one in Philadelphia, Pennsylvania. Mr. Zadlo also design the Officers' Open Mess at the McGuire Air Force Base, winning the Army Corps of Engineers Award of Merit in 1971. Mr. Zadlo was Project Manager for the Student Union Building and the Dining Hall at Randolph Macon College in Ashland, Virginia and the Theater at Mercer County Community College. He assumed construction administration responsibilities for the Computer Center, the Psychology Building and the Science Building at Temple University.

Since 1974 his own firm has provided the services traditionally provided by an Architect on a wide variety of projects including single family residences, multi-family housing, commercial, institutional,

industrial and recreational projects. Mr. Zadlo was recognized by the Heritage Commission of Delaware County. He was the recipient of the 1999 Annual Preservation Award for his worthy preservation efforts in restoration of the Joseph W. Parsons house located on the Sunrise Assisted Living of Granite Run site. The Army Corps of Engineers recognized the work of Mr. Zadlo with an Award for the design of the Officer's Open Mess at the McGuire Air Force Base. Other completed projects include a new fire house for the Swedeland Fire Company, an alteration and addition project for the Lower Gwynedd Township's Municipal Building, renovation of a Sunrise Assisted Living Facility in Chestnut Hill, PA, numerous child day care facilities and alterations/additions to the Ace Conference Center. Mr. Zadlo was involved with the restoration of the historic Knapp Farm Homestead in Montgomery Township. All of the above are of a non-residential nature. On the residential side, the office has prepared plans for perhaps as many as 1,000 single family and multi-family residential dwellings. Of late the firm has focused on Project Management activities.

### Planning

Mr. Zadlo is the Township Planner in Skippack Township and Franconia Township, in Montgomery County, Pennsylvania. These positions involve the review of all proposed land developments and subdivisions in each municipality. In addition, along with the 2000 Update to Skippack's Open Space Plan, he authored the 2001 Comprehensive Plan for Skippack Township, Skippack Township's 2006 Open Space Preservation Plan and a complete rewrite of the Zoning Ordinances for Skippack, Towamencin and Lower Gwynedd Townships. Mr. Zadlo has served seven other municipalities in the past.

Master Plans for the General Washington Recreation Center and Center Square Golf Club are two examples of physical plans prepared in the office. Numerous residential subdivisions have been planned by Mr. Zadlo.

Work efforts related to planning include participation in the drafting of a new zoning ordinance for Traditional Neighborhood Development in Lower Moreland Township; expediting responsibilities for a gas powered, electric generating facility project worth \$300,000,000; and fulfilling the role of development officer for Sunrise Senior Living project in Pennsylvania, New Jersey and Delaware. Sunrise was a client for over thirteen years and during that time nearly 40 projects were guided to approval; the projects were in Michigan, Massachusetts, New Jersey and Delaware as well as Pennsylvania. Similar services are provided to TrammelCrow's shopping center division, and a variety of other commercial clients, including planning services for The Hanover



Company in connection with their proposal to construct a 306 unit luxury apartment community adjacent to the Montgomery Mall.

Various clients use Mr. Zadlo's services to achieve rezoning of specific properties. The sign ordinance in Montgomery Township was modified for Wegman's and numerous tenants were guided through land development at Airport Square, also in Montgomery Township, over the recent past.

### Development and Construction

During the period from 1972 to 1982 Mr. Zadlo was President of Zadlo Construction Company, Inc. and Project Management Associates, Inc. These two corporations worked both in concert and independently. The development company utilized the construction company on all of its projects, while the construction company had its own client base. The development efforts were limited to residential projects, but Zadlo Construction built residential, commercial and industrial projects. The gross revenues for this period were in excess of \$9,000,000.

The office has acted as Construction Manager for The Carlyle Group in connection with their real estate investment in Philadelphia, as Project Manager for the fit-out of District Court 38-114 in and for the Borough of Hatboro, as Project Manager for the Enterprise Fire House and as Project Manager for a car wash addition for Bryner Chevrolet.

### Governmental Positions

Beginning in 1983 and continuing to the present, civil positions have been an integral part of Mr. Zadlo's activity. These positions have involved the review and approval of literally hundreds of development and construction project, participation in hundreds of Zoning Hearing Board cases, and involvement in several matters of intense litigation. The full list of positions held follows:

November, 2004 to Present	Township Planner, Franconia Township, Montgomery County, PA
March, 1999 to Present	Township Planner, Skippack Township, Montgomery County, PA
October, 2008 to December, 2016	Borough Planner, New Morgan Borough, Berks County, PA
September, 1983 to October, 2015	Township Planner, Zoning Officer, Building Inspector, Lower Gwynedd

	Township, Montgomery County, PA
November, 1989 to May, 1994 May, 1989 to 1999	Zoning Officer, Building Inspector, Hatfield Township, Montgomery County Lower Providence Township, Planner/Architect and leader on the team Responsible for evaluating the General Washington Recreation Center and renovating same for township use.
March, 1994 to December, 1990	Assistant Deputy Building Inspector, Marlborough Township, Montgomery County, PA
September, 1984 to August, 1988	Zoning Officer, Building Inspector, Worcester Township, Montgomery County, PA
January, 1983 to December, 1985	Zoning Officer, Building Inspector and Plumbing Inspector, Towamencin Township, Montgomery County, PA

Expert Witness

Throughout his career Mr. Zadlo has provided expert testimony. Initially this work involved only the active projects in the office where he was working, but now this work has grown to be its own separate activity. Mr. Zadlo has been accepted as an expert in the fields of architecture, construction, code compliance, planning, zoning, land development and injury cases, as well as construction claim arbitration.

Appearances include:

Berks County Court	Montgomery County Court
Delaware County Court	
Abington Township	Newtown Township
The Borough of Ambler	North Coventry Township
Township of Bernards, NJ	Borough of North Wales
The Municipality of Bethel Park	Pennsauken Township, NJ
Borough of Cresskill, NJ	Borough of Pennsburg
Doylestown Township	Pennsbury Township
East Coventry Township	The City of Philadelphia
Franklin Township	Plymouth Township
Hanover Township, NJ	Skippack Township
The Borough of Harboro	Towamencin Township
Haverford Township	Tredyffrin Township

Horsham Township  
Borough of Jenkintown  
Borough of Lansdale  
Limerick Township  
Lower Gwynedd Township  
Lower Makefield Township  
Township of Lower Merion  
Township of Lower Moreland  
Lower Providence Township  
Lower Salford Township  
Marlboro Township, NJ  
McCandless Township  
Montgomery Township  
Moon Township  
Borough of Morris Plains, NJ  
New Castle County, DE  
New Hanover Township

Township of Upper Dublin  
Upper Merion Township  
Township of Upper Moreland  
Upper Providence Township  
Township of Upper St. Clair  
Upper Salford Township  
Borough of Waldwick, NJ  
Township of West Bradford  
Westtown Township  
West Norriton Township  
West Vincent Township  
West Whiteland Township  
Whitemarsh Township  
Whitpain Township  
Willistown Township  
Worcester Township

#### Certifications

In addition to the professional registrations noted above, for many years Mr. Zadlo held the following certifications from both the International Code Council and the Pennsylvania Department of Labor and Industry Uniform Construction Code Program. He has served as the Building Inspector in Municipalities for over 35 years.

#### Continuing Education

July, 2009: Harvard University, Graduate School of Design  
*2009 Retail Principals for New Urban Communities,  
Historic Downtowns, and Suburban Retrofitting.*

July, 2010: Harvard University, Graduate School of Design  
*Master Planning: Moving Toward a Sustainable City.*

July 2013: Harvard University, Graduate School of Design  
*The Walkable City.*



Community Development Department
100 Parklane Drive • Eagleville, PA 19403
Phone: (610) 635-3512 • Fax: (610) 539-6347
www.lowerprovidence.org

Application for a permit shall be made by the a) owner or lessee of the building or structure, by the b) agent of either, or by the c) contractor employed in connection with the proposed work.

Zoning Permit Application

For use in situations requiring Zoning Review but no Building Permit, such as ...

- Sheds ≤ 250 sf
Accessory Structures < 1,000 sf
Driveway Expansion
Patio
Deck < 30" above grade
Fences
Permanent Fire Pit
Signs at
Grading / Drainage
Change of Use / Addition of Use

SITE / OWNER / GENERAL INFORMATION:

Site Address: 1217 S. Trooper Road

Property Owner Name: Jacquelyn Darcy (title owner) Resources for Human Development, Inc. (equitable owner)

Homeowners' Association: YES NO

Describe the proposed work: No work proposed at this time. Upon application and issuance of a building permit, renovation of the existing structure into a Coordinated Homeless Outreach Center. The purpose of this Zoning Permit Application is to obtain confirmation that the proposed use is permitted on the subject property under applicable zoning. For additional information please see the Request for Zoning Determination and Issuance of Zoning Permit enclosed herewith.

Proposed Start Date: 06/01/2022

APPLICANT INFORMATION:

Applicant Name: Resources for Human Development, Inc. (equitable owner)

Relationship to Property Owner: [X] Owner [ ] Lessee [ ] Agent [ ] Contractor \*\*

Applicant's Mailing Address: 460 Norristown Road, Suite 110

Applicant's City/Zip: Blue Bell, PA 19422

Applicant's E-Mail: jclement@wispearl.com

Applicant's Phone: (610) 825-8400

\*\* CHANGE OF PROCEDURE: (hopefully making your life easier!)

Contractors who hold currently valid Home Improvement Contractor registration in PA (HIC#) do NOT need to register with Lower Providence Township nor provide a Certificate of Insurance.

\*\* Contractor's Phone #: [ ]

\*\* Contractor's PA HIC#: PA [ ]



# FIRE PIT DETAILS:

**On sketch below, be sure to include the following details:**

- Diameter of fire pit
- Distance from fire pit to any & all structures (*house, shed, pool, etc.*)
- Distance from fire pit to any & all property lines (*"frame" below can be used as property lines*)

Not applicable

**In addition to sketch above, the following information also needs provided:**

- Depth of fire pit
- Material of which fire pit will be constructed
- Spark arrestor being used
- Fuel to be burnt
- Extinguishing agent to be used

## OTHER PROJECTS:

<input type="checkbox"/>	Deck- <i>If any place on walking surface of deck is higher than 30" above grade, a Building Permit is needed.</i>
<input type="checkbox"/>	Driveway expansion
<input type="checkbox"/>	Grading/Drainage – <i>Will likely involve Township Engineer review &amp; costs</i>
<input type="checkbox"/>	Patio
<input type="checkbox"/>	Other
<input checked="" type="checkbox"/>	Change / Addition of Use See Attached Addendum to Zoning Permit Application and Request for Zoning Determination

**Proposed Work Location** – *Include sketch showing the following items:*

Roads; All existing structures on property; Proposed work area (*including dimensions*); Approximate distances to Property Lines from work area

## IMPERVIOUS COVERAGE DETAILS:

*Please complete for Sheds, all Accessory Structures, Driveways, Patios*

### IMPERVIOUS SURFACES

Impervious surfaces are those surfaces which do not absorb water. All buildings, parking areas, driveways, roads, sidewalks and any areas in concrete and asphalt shall be considered impervious surfaces within this definition. Porous paving materials used in parking lots, driveways or other applications may be excluded from this definition following review and approval by the Board of Supervisors.

### IMPERVIOUS COVERAGE

Impervious coverage is that percentage of the total lot area which is covered by impervious surfaces, including buildings as well as all paved areas.

Lot Size:  (sq. ft.)

#### Existing Impervious:

Driveway	<input type="text"/>	(sq. ft.)	To be provided at a later date. Applicant does not anticipate any increase in building coverage and no meaningful increase in total impervious coverage on the subject parcel.
Walkway(s) (sq. ft.)	<input type="text"/>	(sq. ft.)	
Structures (sq. ft.)	<input type="text"/>	(sq. ft.)	
Patio, Misc. (sq. ft.)	<input type="text"/>	(sq. ft.)	
<b>Total Existing Impervious:</b>	<input type="text"/>	(sq. ft.)	
Proposed Construction:	<input type="text"/>	(sq. ft.)	
<b>Total Impervious including proposed construction:</b>	<input type="text"/>	(sq. ft.)	

### (FOR USE BY LOWER PROVIDENCE TOWNSHIP)

#### IMPERVIOUS COVERAGE

<b>ALLOWANCE:</b> Impervious Coverage for district this property is in	Allowed	%	Sq. ft.
<b>ACTUAL:</b> Impervious Coverage (including proposed construction)		Sq. ft.	Resulting %

## **ACKNOWLEDGEMENT:**

The applicant certifies that all information on this application is correct and the work will be completed in accordance with the "approved" plan and any additional approved building code requirements adopted by Lower Providence Township. The property owner and applicant assume the responsibility of locating all property lines, setback lines, easements, rights-of-way, flood areas, etc. Issuance of a permit and approval of documents shall not be construed as authority to violate, cancel or set aside any provisions of the codes or ordinances Lower Providence Township or any other governing body. The applicant certifies he/she understands all the applicable codes, ordinances and regulations and is responsible for all review costs incurred for the proposed project.

I, the Applicant for the Owner or Authorized Agent, certify the code administrator or the code administrator's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.



Signature of Owner or Authorized Agent



Print Name of Owner or Authorized Agent

**APPLICATION SUBMISSION:** *Once you have verified the application is completed to your satisfaction, you may submit documentation ...*

\* *Via email:*           permits@lowerprovidence.org

\* *In person:*           100 Parklane Drive, Eagleville, PA 19403 - 8:00 AM to 4:30 PM weekdays

***KEEP IN MIND*** - *to speed up review & approval of your application, be sure drawings &/or equipment specifications are included with submission.*



**EXHIBIT 4**

**Denial Letter with cover email**

## Joseph Clement

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**From:** Michael W. Mrozinski <mmrozinski@lowerprovidence.org>  
**Sent:** Tuesday, June 7, 2022 8:56 AM  
**To:** Joseph Clement  
**Subject:** 1217 S Trooper  
**Attachments:** Trooper 1217 S zng opinion .pdf

Joe,

Thanks for your patience. Please find attached the opinion letter concerning 1217 S Trooper.

*Mike*

Michael Mrozinski  
Director of Community Development  
Lower Providence Township  
100 Parklane Drive  
Eagleville, PA 19403

(610) 635-3514 (direct)  
[mmrozinski@lowerprovidence.org](mailto:mmrozinski@lowerprovidence.org)



LOWER PROVIDENCE TOWNSHIP  
COMMUNITY DEVELOPMENT

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100 Parklane Drive • Eagleville, PA 19403 • [www.lowerprovidence.org](http://www.lowerprovidence.org)  
Administration: 610- 635-3512 • Fax: 610 539-6347

May 31, 2022

Via Electronic Mail

Joseph Clement, Esq.  
Wisler Pearlstine, LLP  
460 Norristown Rd, Suite 110  
Blue Bell, PA 19422

RE: 1217 S Trooper Rd – Resources for Human Development (RHD) – proposed use

Dear Joe:

In response to your request for a zoning opinion, I have reviewed your documentation and past discussions and have concluded that the proposed use of "Supportive Short Term Housing" is not permitted at the subject property. The subject property located at 1217 S. Trooper Road is zoned HC – Highway Commercial – Class 2 and regulated by §143-108.J. The applicant is a non-profit organization.

Supportive Short Term Housing is not a specifically defined use within the Township's Zoning Ordinance. However, the proposed use is clearly included within "Institutional Group Living Quarter," which is defined in the Zoning Ordinance, as provided within Institutionally zoned properties under §143-6.2.0. While the Applicant is a non-profit organization, this does not mean that the proposed use constitutes a "philanthropic use." Rather, the use is very clearly Institutional Group Living Quarters, which is not a permitted use in the HC – District.

As you know, the Applicant may appeal this determination or seek a variance from the Zoning Hearing Board. Applications and filing information are available upon request. Thank you.

Respectfully,

**Michael Mrozinski**  
Director of Community Development  
Lower Providence Township  
100 Parklane Drive  
Eagleville, PA 19403

(610) 635-3514 (direct)