

# **BOARD OF COMMISSIONERS**

## **AGENDA (Amended 9/17/2021)**

**Monday, September 20, 2021 - 6:30 pm**

Pledge of Allegiance

Notice of Executive Session

1. Public Participation
2. American Red Cross, Battle of the Badge Award, Presentation to Radnor Fire Department

### 3. Consent Agenda

- a) Disbursement Review & Approval
- b) Chief's Monthly Report - September 2021
- c) Conditional Employment Offer for One (1) New Radnor Township Police Officer
- d) Final Staff Traffic Committee Meeting Minutes - August 18, 2021
- e) Resolution 2021-109 - Three Radnor Township Police Vehicles for use by the Radnor Township Police Department at a cost of \$166,481.26 as included in the 2021 Capital Budget.
- f) Resolution 2021-110 – Motion to accept the monetary donation of \$11,000 to be used for the acquisition of a replacement K9 for the Radnor Township Police Department
- g) Motion to Authorize Bid of the Cowan Park and Odorisio Park Basketball Court Renovations
- h) Resolution 2021-111 - Authorization to rebuild the spare pump for the King of Prussia Pump Station at a cost of \$9,580.
- i) Resolution 2021-94 – Adopting the 2022 Minimum Municipal Obligation (MMO) for Township Pension Plans as required by State Law

### 4. Committee Reports

- A. Resolution 2021-113 – Sponsoring Willows Park Preserve's Delaware County Green Ways Grant Application for Improvements to the Area Surrounding the Mansion. *(Added 9/17/2021)*
- B. Resolution 2021-98 - 250 KOP Road – Request of Preliminary/Final Land Development Plan
- C. Ordinance 2021-10 – **(Introduction)** - Providing for the Amendment of Article XXVIII of the Zoning Ordinance of the Township of Radnor; Providing for Definitions; Establishing Certain General and Specific Standards Relating to the Locations, Placement, Construction and Maintenance of Tower-Based Wireless Communications Facilities, Non-Tower Wireless Communications Facilities, and Small Wireless Communications Facilities; Providing Further for the Regulation of Such Facilities within the Public Rights-Of-Way and Outside the Public Rights-Of-Way; Providing for the Enforcement of Said Regulations; and Providing for an Effective Date.
- D. Motion to approve the 2022 Budget Calendar and Special Meeting Dates

Stormwater Discussion and Action Items:

- E. Resolution 2021-100: Authorizing the Engineering Department to Receive Sealed Bids for the South Wayne Avenue Stormwater Management Project Funded by the Stormwater Fund, with a Presentation by Meliora Design
- F. Resolution. 2021-106: Authorizing Award of the Contract for Permitting, Design and Bidding Documents for the Reconstruction of the North Wayne Avenue Parking Lot to Include Porous Paving, Stormwater Management, and Parking Lot Upgrades [North Wayne Parking Lot Stormwater Management Project] to Carroll Engineering Corporation, in the Amount of \$35,200 to be paid from the Stormwater Fund.

- G. Resolution 2021-107: Authorizing Award of the Contract for Permitting, Design and Bidding Documents for the Installation of Tree Trenches at Various Locations in North Wayne to Carroll Engineering Corporation, in the Amount of \$18,500 to be paid from the Stormwater Fund.
  - H. Resolution 2021-108: Authorizing the Award of the Contract to Develop Solutions for Stormwater Management in Midland/St. Davids Area to Carroll Engineering Corporation, in the amount of \$108,000 to be paid from the Stormwater Fund.
  - I. Other Stormwater Project Updates from the Township Engineer
- 5. Reports of Standing Committees
  - 6. Old Business
  - 7. New Business
  - 8. Public Participation
  - 9. Adjournment

### **Meeting Notice**

There will be a Regular Board of Commissioners meeting held on Monday, September 20, 2021, beginning at 6:30 PM in the Radnorshire Room of the Radnor Township Building, 301 Iven Avenue Wayne, PA 19087. The Meeting will be streamed live on the Radnor Township YouTube Channel <https://www.youtube.com/channel/UCvh6jeMQTvo3ojCTh8wZkbA>

# Public Participation

American Red Cross,  
Battle of the Badge  
Award, Presentation  
to Radnor Fire  
Department

***RADNOR TOWNSHIP  
DISBURSEMENTS SUMMARY  
September 20, 2021***

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The table below summarizes the accounts payable disbursements made since the last public meeting held on September 13, 2021. As approved by the Board, the Administration is now making bi-weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code. Also, please visit the [Open Finance](#) program to view the Township's [Checkbook](#), where all vendor payments are available.

Link: <http://radnor.com/728/Disbursements-List>

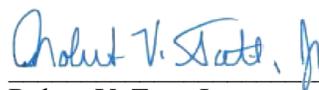
Fund (Fund Number)	2021-9B September 10, 2021	Total
General Fund (01)	\$183,646.97	\$183,646.97
Sewer Fund (02)	3,628.91	3,628.91
Storm Sewer Management (04)	7,376.26	7,376.26
Capital Improvement Fund (05)	83,251.11	83,251.11
Police Pension Fund (07)	7,697.19	7,697.19
OPEB Fund (08)	1,317.48	1,317.48
Civilian Pension Fund (11)	6,864.42	6,864.42
The Willows Fund (23)	68.61	68.61
Park & Trail Improvement Fund (501)	8,200.00	8,200.00
GOB19 Project Fund (502)	40,032.20	40,032.20
<b>Total Accounts Payable Disbursements</b>	<b>\$342,083.15</b>	<b>\$342,083.15</b>
<i>Electronic Disbursements</i>		
<b>Grand Total</b>	<b>\$342,083.15</b>	<b>\$342,083.15</b>

In addition to the accounts payable checks, the Township also makes various electronic payments including payroll, debt service, credit card purchases and fees from time to time which are not reflected in the attached table.

The Administration has adopted various internal control and processing procedures to ensure that amounts obligated are within the budgetary limits established by the Board of Commissioners. Those procedures are monitored daily by members of the Finance Department and responsible employees of the various departments. The amounts included in the table above have been scrutinized as part of the internal control and processing procedures and have obtained the required approvals prior to disbursement.

If you should have any questions, please contact the Finance Department.

***Respectfully Submitted,***



Robert V. Tate, Jr.  
*Finance Director*

# **RADNOR TOWNSHIP POLICE DEPARTMENT**

## **Monthly Report**



**SEPTEMBER 2021**

**Christopher B. Flanagan  
Police Superintendent**



Radnor Twp PD

DAILY INCIDENT COUNTS

8/1/2021 to 8/31/2021



Day of Month Responses	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
911 HANG UP	0	1	1	1	2	1	0	1	0	1	1	1	0	1	1	0	1	1	6	3	1	1	3	0	1	0	1	2	0	0	0	32
MV ACCIDENT (BRIDGE STRIKE)	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2
MV ACCIDENT (REPORTABLE)	0	1	1	0	3	0	0	2	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	1	0	2	0	16
ADDED PATROL BUSINESS	3	2	2	5	3	2	3	3	3	6	2	4	2	5	2	2	2	3	2	4	2	4	7	2	5	5	2	4	2	2	3	98
ADDED PATROL	3	3	3	3	3	3	5	7	6	12	11	3	9	8	11	8	8	13	4	5	7	11	12	4	4	5	7	7	8	5	8	216
ADDED PATROL REQUEST	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	2	1	0	0	2	0	0	0	0	0	0	10
ADDED PATROL SCHOOL	1	1	1	1	1	3	0	0	1	0	1	0	1	0	0	0	2	2	1	2	2	2	3	1	1	2	4	0	0	2	9	43
ALARM (ALL TYPES)	2	6	6	2	6	5	5	4	6	6	6	5	1	2	2	5	6	6	13	7	0	6	5	2	4	5	3	6	0	6	2	136
ANIMAL COMPLAINTS	1	0	0	0	1	1	1	1	0	1	0	2	0	2	1	1	2	1	1	1	3	1	1	1	1	1	2	0	2	0	1	31
ANIMALS - DEER	0	0	0	0	0	0	1	2	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	5
ANIMALS - SICK / RABID	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
ASSAULT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
ASSIST ANOTHER PD	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0	0	0	1	0	1	1	2	2	0	0	0	13
ASSIST AGENCY NON LAW	0	0	0	0	1	0	2	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	5
ASSIST PUBLIC	0	0	0	0	1	0	1	0	0	0	1	0	0	0	0	2	1	0	3	1	0	1	0	0	3	0	0	1	1	0	0	17
ASSIST VUPD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2
BURGLARY RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	2
CIVIL DISPUTE	0	1	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	1	0	1	0	0	0	8
COMMUNITY EVENT WITH PD	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
CRIMINAL MISCHIEF / VANDALISM	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	5
DELCOM INFO ONLY	0	4	4	2	2	0	2	0	2	1	0	0	0	3	1	1	1	4	1	2	4	0	2	0	1	2	1	1	1	2	1	41
NEIGHBOR DISPUTE	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	1	0	0	0	4
DISTURBANCE NO CITATION	0	0	0	1	0	0	0	1	0	0	1	0	0	0	0	1	1	0	0	3	1	1	2	1	1	1	1	1	0	2	0	19
DEATH DOA	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
DOMESTIC (NO ARREST)	1	0	0	0	1	0	0	0	0	0	0	0	1	0	1	1	1	2	0	1	0	0	2	1	0	2	0	0	0	0	0	14
DRIVING UNDER THE INFLUENCE	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	4







## AUGUST

<u>Description</u>	<u>Primary Count</u>
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### Parking Tickets

Month of August 2021	249
January - August 2021	1,926

### Residential and Commercial False Alarm Violations

Month of August 2021	79
January - August 2021	547

### Moving Violations

Month of August 2021	265
January - August 2021	1,997

### Radnor Police Training – August 2021

Vehicle Search and Seizure – Officer Dylan Glenn and Officer Rich Braxton

**CRIME ALERTS**  
**AUGUST 2021**

Sometime between 8/3/2021 and 8/4/2021 the victim in the 400 block of North Wayne Av. had their catalytic converter stolen from their car. The catalytic converter was cut out from a 1999 Honda Accord.

On Monday, 8/9/2021, at approximately 12:36 pm the Verizon Store reports a theft of two I-phone 12 Maxs. The actor was described by store employees as a black male wearing a white shirt, jeans, and a blue hat. He was last seen leaving in a vehicle which the employees could not give a description. The two phones were valued at a combined \$2,320.00.

On Tuesday, 8/10/2021, at approximately 7:50 pm the victim reported items stolen from their vehicle while parked in the Willows Park. The vehicle, a 2015 Porsche, had its rear window broken and a briefcase and laptop were removed from the car.

On Friday, 8/20/2021, the resident of the Aberwyck Apts. reports that their catalytic converter was stolen from their vehicle. When the victim started their vehicle in the AM, they determined that their catalytic converter had been removed. The theft occurred between 7 PM on 8/19/2021 and 6 AM on 8/20/2021.

On Saturday, 8/21/2021, the victim, who resides in the Home Properties of Bryn Mawr, discovered their catalytic converter had been stolen from their vehicle. The theft occurred between Thursday, 8/19/2021 and Friday, 8/20/2021.

The resident of 1062 E. Lancaster Av., the Rosemont Plaza, had the catalytic converter stolen from their vehicle. The theft occurred sometime between Sunday, 8/22/2021 at 8 PM and Tuesday, 8/24/2021.

On Sunday, 8/22/2021, Asley D'Avico reports her catalytic converter was stolen from her vehicle, while parked at 388 W. Lancaster Av. The vehicle involved was 2001 Honda Accord.

The resident of 105 Charles Drive reports that sometime between 1:45 pm on 8/27/2021 and 1:15 pm on 8/29/2021, their vehicle was egged. The vehicle that was vandalized is a 2018 Jeep with a NY registration.

Several vehicles were entered over the night of Sunday, 8/29/2021, in the area of Saint Davids Rd. and Midland Av. All the vehicles that had items stolen from them were left unlocked at the time of the thefts.

***The Radnor Police respects citizens' privacy, civil rights, and civil liberties by emphasizing behavior, rather than appearance, in identifying suspicious activity. Factors such as race, ethnicity, and/or religious affiliation are not suspicious. The public should only report suspicious behavior and situations (e.g., an unattended backpack or package, or someone breaking into a vehicle or restricted area). Moreover, any physical descriptions are based on victim and witness statements provided to the Radnor Police at the time the incident was reported or developed through investigation.***



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**RADNOR TOWNSHIP POLICE DEPARTMENT**  
301 Iven Ave., Wayne, PA 19087

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**Office of Emergency Management**

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To: Superintendent Christopher B. Flanagan

From: Radnor Township Office of Emergency Management

Date: 8/27/2021

Subject: OEM Actions:  
Meeting with Administrative Staff of Hill Top Preparatory School

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On Friday August 27, 2021, at 1100 hrs. Officer Ken Piree and I met with Tom Needham and his staff at Hill Top Preparatory School. Mr. Needham advised the school will soon be activating new security measures to allow for key card access to their campus buildings. The staff would also like to update the information found in their Knox Box.

After meeting with the staff, Officer Piree and I conducted a walkthrough of the campus with their facilities manager and conducted a cursory threat assessment of the property. Officer Piree, who is certified to complete threat assessments, provided his initial thoughts and will be following up with further information.

The meeting was well received, and a strong relationship was forged between Hill Top Preparatory staff and the Radnor Police.

Future plans include:

- Completing follow up meetings once the new security system is in place
- Updating the information found in the campus Knox Box
- Completing a list of threat assessment suggestions for the campus
- Conducting a follow up walkthrough of the campus with Fire Chief Maguire of Radnor Fire Company and Fire Chief Kincade of Bryn Mawr Fire Company to make note of certain hazardous materials found on campus in the science laboratory.
- Once all follow up meetings are completed, updated information will be added to the Delaware County Communications Center's CAD system.

Respectfully,

*Sgt. Christopher A. Gluck #301*

Sgt. Christopher Gluck #301  
Emergency Management Coordinator

**RADNOR TOWNSHIP POLICE DEPARTMENT**

**THANK YOU LETTERS**

**TOWNSHIP  
OF  
LOWER MERION**  
MONTGOMERY COUNTY



**FIRE DEPARTMENT**

75 E. Lancaster Ave.  
Ardmore, Pa. 19003-2376  
Telephone :610-645-6190  
Fax: (610) 645-6189

August 13, 2021

Superintendent Christopher Flanagan  
Radnor Police Department  
301 Iven Avenue  
Radnor, PA 19087

*CHARLES*  
Dear Superintendent Flanagan,

On July 5<sup>th</sup>, we tragically lost our brother Firefighter Sean DeMuynck and then, as we were pulling ourselves together, on July 24<sup>th</sup>, we tragically lost Firefighter Tom Royds. This set of horrific acts was unprecedented for all of us in the Lower Merion Fire Department and there are simply no words to explain. As news of these Line Of Duty Deaths spread, the brother and sisterhood of the Fire Service, as well as our brothers and sisters in Law Enforcement and the Emergency Medical Services, united in strength. The outpouring of support from the residents of our communities during this time period, at the fire stations, and through the donations made to the families of those fallen, streamed into the respective fundraising efforts. Residents lined the procession routes and saluted, friends held their hands over their hearts, and children and their parents waved American flags. As we escorted the bodies of our fallen heroes in these processions, we were awestruck by the presence of so many waiting to pay their respects. That feeling of love and support has given us the strength to push forward.

We thank you for your quick, compassionate, and caring response. Your comforting cards, notes and expressions of support touched us all, and I want you to know that this did not go unnoticed. On behalf of the members of the Lower Merion Fire Department, I would like to extend my sincerest gratitude for your support and generosity during this difficult time.

Most especially, I want to thank all those involved with organizing, participating, and attending a fitting tribute in honoring our brothers Firefighter Sean W. DeMuynck and Firefighter Tom Royds who made the supreme sacrifice.

With Gratitude,

Charles J. McGarvey, Sr., M.S., EFO, CFO, MIFireE  
Chief Fire Officer/ Fire Marshal  
Lower Merion Fire Department

Thank  
You

Thank you so much for the beautiful flowers you sent to Vince's funeral. We were touched by your kindness and generosity. Vince loved working at MTV and especially enjoyed working with the community. We have received so many words of sympathy and support from residents of Radnor that we were overwhelmed by everyone's thoughtfulness. Thank you again. Rose, Christina & Francesca

thank  
you



*Come grow with us!*

The Children at Ithan  
Montessori School would like  
to thank you all for keeping  
us safe today and everyday

Thank You.

MICHAEL  
MCCARTHY

—

Superintendent Flanagan,

I thank you for all your help with your Highway Unit's escort for Rich Temple's funeral.

Your guys are all class! Their professionalism and craft were on full display.

Please pass along my thanks to your Officers.

Very much appreciated!  
H. Jim Hendricks

To the Radnor Police Department,  
The officers & members of the  
Holmes Fire Company would like to  
thank you for your participation  
in the funeral services for our  
President Richard Temple.  
Your services were greatly  
appreciated,

Sincerely,  
Holmes Fire Company



# Debbie Lurie

1:22 PM

Thank you to the Radnor Police, and to Officer Bates, for responding to an alarm at our home while we are away, and for securing the situation. Radnor police are the best!



This page is not monitored 24/7. IF THIS IS AN EMERGENCY, PLEASE DIAL 911! For general questions, please contact the Police Department at 610-688-5603, Monday - Friday 8AM-4PM.



**RADNOR TOWNSHIP POLICE DEPARTMENT**  
**COMMUNITY EVENTS**



4th Annual  
**Unity In Our Community  
Block Party Event**

**Saturday, August 28, 2021**

**12:00 PM - 4:00 PM**

**Highland Avenue, Wayne**

**This FREE event is a great opportunity to come out and celebrate the end of the summer with the community. Join us for a fun day filled with food and refreshments, arts & crafts, music, and more! Once again we are excited to include our Reading with the Radnor Police program. Radnor Police officers will read your favorite childhood stories to the kids!**



**STUFFED SCHOOL BOOKBAGS NEEDED! Please visit [www.bagsinbulk.com](http://www.bagsinbulk.com) to purchase bookbags. Bring your stuffed bookbags to the Unity In Our Community Event or drop off at the Radnor Township Building now through Wednesday, August 25, 2021.**

**Questions? Contact Rev. Dr. Manuel A. Howard: 484-687-3036**



**In the event of unforeseen situations such as those imposed by inclement weather or health and safety issues, cancelations may occur. Please be advised pictures/videos may be taken at this event.**



**Radnor Township  
Civic Association**

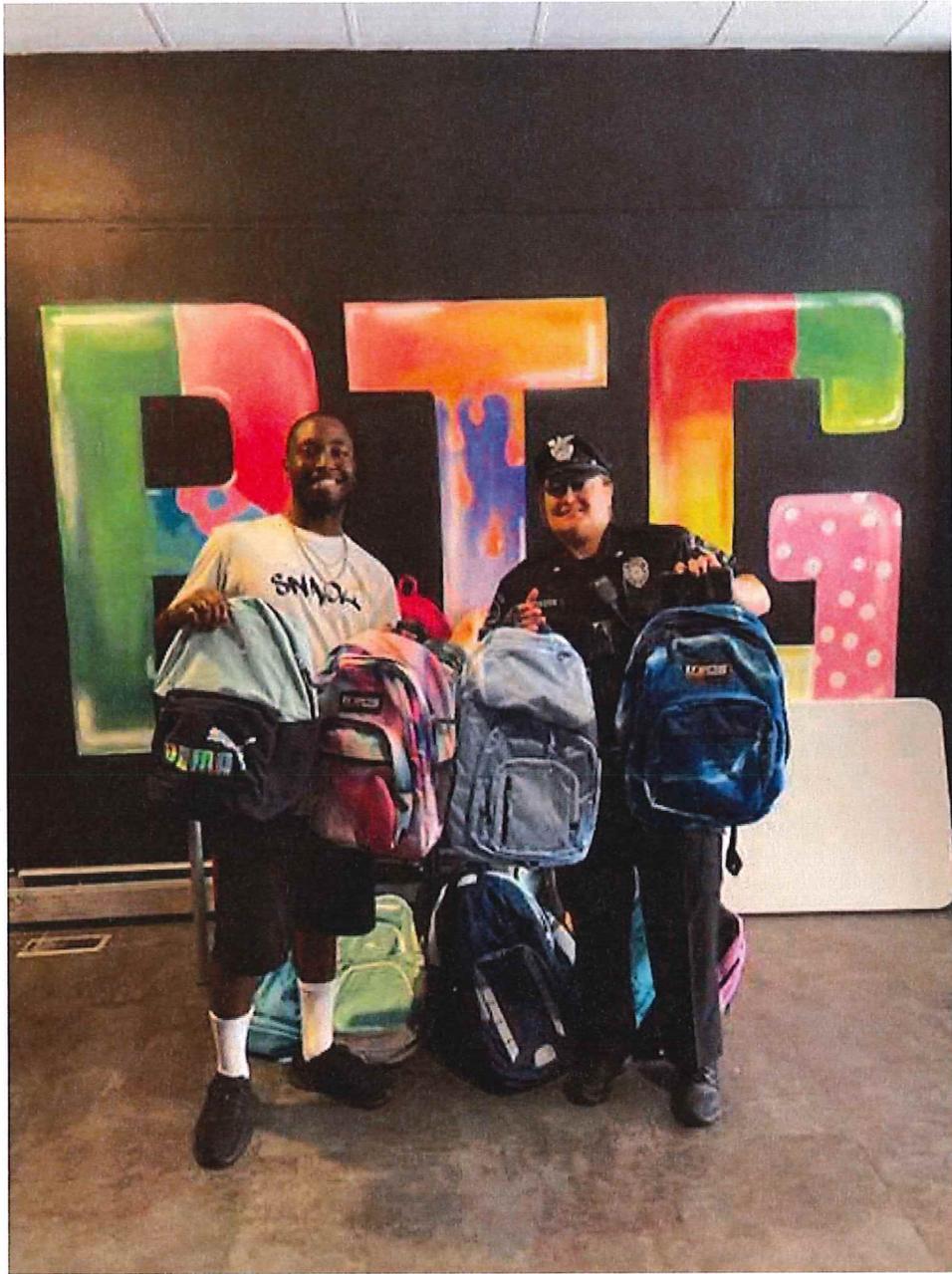


**2nd Baptist  
Church Wayne, PA**



The 4<sup>th</sup> Annual Unity in the Community Block Party Event was cancelled due to weather conditions

Officer Jennifer Cocco took 30 school back packs and delivered them to 2 local charities.

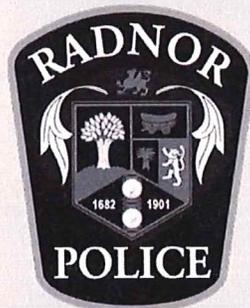
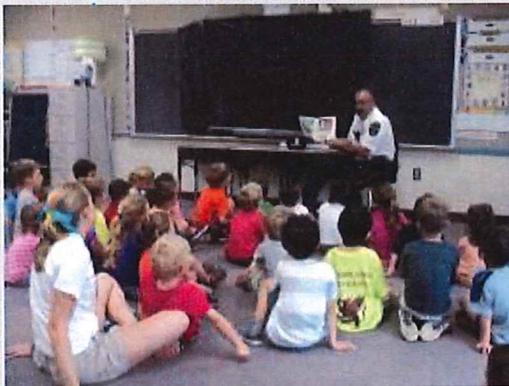




# Reading with the Radnor Police

Join us this summer to hear our Radnor Police officers read your favorite childhood stories!

This new FREE program is a great opportunity to get to know your local police officers! We will read a story, have some snacks, and then there will be an opportunity to ask questions about some of the things our police officers do each day. There might even be tours of the police vehicles or surprise visits from our K-9 officers!



## Dates:

Tuesday, June 22, 2021 - 6:00 pm at Browning Lane Little Free Library  
(134 Browning Lane, Rosemont, PA)

Tuesday, July 6, 2021 – 11:00 am at Encke Park

Thursday, July 22, 2021 - 4:00 pm at Clem Macrone Park

Tuesday, August 10, 2021 - 4:00 pm at Odorisio Park

**Radnor Township**  
Recreation & Community Programming Department

**CHRIST CHURCH  
ITHAN** VILLANOVA, PA

For more information please call 610-688-5600 ext. 109

Reading with Radnor Township Police Department

August 10, 2021

Odorasio Park









Conditional  
Employment Offer  
for One (1) New  
Radnor Township  
Police Officer

**RADNOR TOWNSHIP POLICE DEPARTMENT**  
301 Iven Avenue  
Wayne, Pennsylvania 19087-5297  
(610) 688-0503 □ Fax (610) 688-1238

**Christopher B. Flanagan**  
Police Superintendent

**TO:** Radnor Township Commissioners; William M. White, Township Manager;  
Robert Tate, Director of Finance; Stephen F. Norcini, Township Engineer;  
Ricky Foster, Public Works Director; Tammy Cohen,  
Director of Recreation and Community Programming; Kevin W. Kochanski,  
Director of Community Development; Bill Cassidy, Field Leader;  
Lt. Shawn Dietrich; Lt. Joseph Pinto; Sgt. Mark Stiansen, Officer Alex Janoski;  
Officer Pat Lacey, Officer Ken Piree, Highway Patrol Unit; William Gallagher,  
Supervisor of Parking; Damon Drummond, Senior Transportation Engineer  
for Gilmore and Associates; Vera DiMaio, Executive Assistant

**FR:** Christopher B. Flanagan

**RE: STAFF TRAFFIC COMMITTEE MEETING HELD IN THE POLICE ROLL  
CALL ROOM, WEDNESDAY, AUGUST 18, 2021 AT 10:00 AM.**

**NEW BUSINESS**

1. Meegan Anderson requests a new streetlight installation on Eaton Drive.

Meegan Anderson was not present at this meeting.  
Staff Traffic Committee stated that a Petition would be the next step in the process to move forward.

2. Nuzhat Shariq requests additional street lighting in the area of the 300 block of Iven Avenue and Sinkler Drive.

Nuzhat Shariq was not present at this meeting. Public Works Director, Rick Foster, will reach out to Nuzhat Shariq to show where the location will be for the installation of street lighting. The location will be at the corner of the street where there is a sidewalk. A Petition would be the next step in the process to move forward with the street lighting.

3. Wayne Elementary School 5K Race Event to be held on November 14, 2021.

Staff Traffic Committee approves the Wayne Elementary School 5K Race Event on November 14, 2021.

4. Diane and Doug Evans request no painting of double yellow lines on Gallagher Road.

Ms. Evans was present at the meeting. She stated her concerns about the double yellow lines on Gallagher Road and believed they promoted speeding on the street and requested them not to be repainted. Staff Traffic Committee will inquire with Township Engineer, Steve Norcini, regarding the legality of the double yellow lines. If deemed not necessary, a Petition would be the next step in the process to move forward.

### **Old Business**

1. Porchfest on September 11, 2021 will move forward as planned.

See attached spreadsheet for pending issues and updates

**RESOLUTION NO. 2021-109**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE PURCHASE OF THREE NEW VEHICLES FOR USE BY THE RADNOR TOWNSHIP POLICE DEPARTMENT**

**WHEREAS**, the Radnor Township Police Department is seeking to replace three (3) of its vehicles currently being utilized by its Patrol and Traffic Safety Divisions; and

**WHEREAS**, the new vehicles can be purchased under Pennsylvania's COSTARS Program for \$166,481.26; and

**WHEREAS**, the new vehicles consist of one (1) (AWD) Ford Explorer Hybrid Marked Highway Patrol vehicle, one (1) (AWD) Ford Explorer Marked Patrol vehicle and one (1) (AWD) Ford Expedition Marked Patrol Supervisor vehicle and;

**WHEREAS**, three (3) Marked Vehicles currently in service with the Police Department will be traded in at current market value; and

**WHEREAS**, the new vehicles will be purchased under the 2021 Police Capitol Fund for \$166,481.26.

**NOW, THEREFORE**, be it **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the purchase of three (3) new vehicles for use by the Radnor Township Police Department in an amount not to exceed \$166,481.26.

**SO RESOLVED**, this 20<sup>th</sup> day of September, 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William White, Township Manager/Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**

**DATE:** 09/14/21  
**TO:** Board of Commissioners  
**FROM:** Superintendent Christopher B. Flanagan  
**LEGISLATION:** Resolution to purchase three (3) new 2021 Police Vehicles

**LEGISLATIVE HISTORY:** Request for legislation/new

**PURPOSE AND EXPLANATION:** The Radnor Township Police Department requests to purchase one (1) (AWD) Ford Explorer Hybrid Marked Highway Patrol vehicle, one (1) (AWD) Ford Explorer Marked Patrol vehicle and one (1) (AWD) Ford Expedition Marked Patrol Supervisor vehicle. Three (3) Marked Vehicles currently in service with the Police Department will be traded in at current market value.

**FISCAL IMPACT:** **\$166,481.26.** The money will be drawn from the 2021 Pennsylvania COSTARS Program. The funds for this purchase requisition will come from the 2021 Capital Improvement Fund # 05410000.48206.

**The cost for the purchase of the vehicles is as follows:**

1 – Ford Explorer Hybrid Marked Highway Patrol vehicle (AWD)	\$ 56,212.04
1 – Ford Explorer Marked Patrol vehicle (AWD)	\$ 55,974.20
1 – Ford Expedition Marked Patrol Supervisor vehicle (AWD)	<u>\$ 54,295.02</u>
	<b>\$ 166,481.26</b>

**RECOMMENDED ACTION:** I recommend the Legislation be passed to purchase three (3) vehicles to be utilized by the Radnor Township Police Department.

**MOVEMENT OF LEGISLATION:** Adoption at the September 20, 2021 Board of Commissioners Meeting.

**RESOLUTION NO. 2021-110**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING THE ACCEPTANCE OF A DONATION FOR A NEW POLICE K9**

**WHEREAS**, Resolution No. 2020-114 established a donation acceptance policy for Radnor Township; and

**WHEREAS** Section F.4 of the Resolution provides for the acceptance of cash and real goods requiring approval by the Board of Commissioners if the value of the gift exceeds \$5,000.00; and

**WHEREAS**, the Township Police Department has been offered an anonymous gift of \$11,000.00 to be utilized for the care and acquisition of a police canine (K9).

**NOW, THEREFORE**, be it **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve acceptance of \$11,000.00 for the purchase and care of a new K9 for the Radnor Township Police Department.

**SO RESOLVED** this 20<sup>th</sup> day of September 2021.

**RADNOR TOWNSHIP  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William White, Secretary

# Radnor Township



## PROPOSED LEGISLATION

**DATE:** September 14, 2021

**TO:** Board of Commissioners

**FROM:** Tammy Cohen, Recreation & Community Programming Director 

**LEGISLATION:**

Motion to Authorize the Bid of the Cowan Park and Odorisio Park Basketball Court Renovations

**LEGISLATIVE HISTORY:**

Ordinance 2019-07 – Authorizing the Incurrence of Non-Electoral Debt by the Issuance of General Obligation Bonds Providing Funds to Finance Capital Projects.

Resolution 2020-119 – Authorizing the Award of the Contract for Design and Engineering of the Odorisio and Cowan Park Basketball Court Improvements, to Carroll Engineering Corporation in the amount of \$27,440.00

**PURPOSE AND EXPLANATION:**

Request is being made to authorize the bid of the Cowan Park and Odorisio Park Basketball Court Renovations. Substantial improvements to these two basketball courts have not occurred in more than 30 years and each location has sustained significant deterioration to the playing surface and equipment. Both projects will include comprehensive rehabilitation including resurfacing and repairs to the playing surface, painting of playing lines, and replacement of the basketball posts and backboards. Please reference the attached supporting minutes and motion made by the Parks and Recreation Board at their July 2021 Meeting.

These projects will provide highly utilized and safe parks and recreation assets for the community in two densely populated neighborhood locations of Radnor Township. The improvements will also dramatically improve the park aesthetics and boost overall appeal. The renovations of both basketball courts will positively continue to promote healthy, active lifestyles for those members of the community who frequently visit the park and use the courts.

**IMPLEMENTATION SCHEDULE:**

Project will be bid in the coming weeks, with bid authorization ultimately returning to the Board of Commissioners in the fall for their review and anticipated approval.

**FISCAL IMPACT:**

Funding for this expenditure has been designated in the Township Budget per Ordinance 2019-07 referenced above.

**RECOMMENDED ACTION:** I would like to respectfully request that the Board make a motion to authorize the bid of the Cowan Park and Odorisio Park Basketball Court Renovations at their Monday, September 20th Board of Commissioners Meeting.

# **THE PARKS AND RECREATION BOARD OF RADNOR TOWNSHIP**

## **MINUTES OF THE MEETING OF THURSDAY, JULY 8, 2021**

Meeting Held at the Radnor Township Building Radnorshire Room (televised)

### **PRESENT:**

Bill Remphrey; Mary Coe; Chris Campbell; Bill Quinn, Howard Childs; Christina Basciano  
Commissioner Sean Farhy; Commissioner Lisa Borowski  
Tammy Cohen, Director of Recreation & Community Programming

### **PLEDGE OF ALLEGIANCE**

### **MINUTES**

Minutes from the May 13, 2021 and notes from the June 10, 2021 (no quorum on June 10) meetings were approved 6-0.

### **NEW BUSINESS**

#### **Park/Playground Communication Boards Proposal and Presentation**

Julie Long (Marple Newtown School District) and Marcela Gibbons (resident) presented the concept of Communication Boards and proposed the installation of them at Radnor Township playgrounds. This project is currently being implemented in Marple Newtown. The Parks Board engaged discussion and will continue to review this project.

#### **Public Participation**

Commissioner/Resident, Lisa Borowski commented to support the initiative that creates a more inclusive environment in our parks and in our community.

### **REPORTS**

Tammy Cohen gave an update on the recreational programming, projects, and initiatives taking place.

Commissioner Farhy updated on the June Board of Commissioners Community Development Committee Meeting that took place to discuss the Fenimore Woods Park Renovations Project.

### **OLD BUSINESS**

#### **Odorisio Park & Cowan Park Basketball Court Renovation Projects**

Tammy Cohen provided a summary of the two on-site meetings that took place at each the park in June.

*From June 2021 on Cowan Park:*

*Members of the Board had discussion and questions and suggested the court playing area be reduced from what is approximately an NBA/NCAA court size (94'x50') currently to High School or Middle School Size (84'/74' x 50' or smaller) in order to capture minimum out of bounds safety zones and reduce the size of the three-point line commensurately as needed. This would therefore eliminate an increase to the impervious asphalt surface area at the park.*

**The following motion was made, seconded, and passed with a unanimous vote of 6-0:**

*The Parks and Recreation Board recommends to the Board of Commissioners that the Cowan Park Basketball Court Renovation Project move forward as noted above with no changes to current playing surface size, with the exception of the commensurate adjustments of the playing lines and maintaining the proper distance for the foul lines.*

*[Project re-design will not come back to the Parks & Recreation Board for subsequent review.]*

*From June 2021 on Odorisio Park:*

*Tammy Cohen updated on the board on the status, funding, and current option for the basketball court project that will not incur any tree removals.*

*Members of the Board had discussion and questions and suggested the court playing area be reduced from what is approximately (81.5' x 42.5') in order to capture the out of bounds safety zones and reduce the size of the three-point line commensurately as needed (similar to Cowan Park). This would also eliminate an increase to the impervious asphalt surface area at the park, although it was suggested that it could possibly be expanded into the hillside in order to capture addition width as feasible.*

*A post and rail fence would be installed for separation and safety from the driveway entrance at Church Road along with the possibility of bollards. Approximately 7 parking spaces would be eliminated that pull up to the end line of the court.*

*Further discussion ensued about moving the basketball court to the lower parking lot (above the third base line of the baseball field) and considering the current basketball court area for a pavilion and nature grove.*

*Discussion took place regarding the overall funding options for the park to develop its spaces more comprehensively.*

**The following motion was made, seconded, and passed with a unanimous vote of 6-0:**

*The Parks and Recreation Board recommends to the Board of Commissioners that the Odorisio Park Basketball Court Renovation Project be redesigned consistent with the discussion, with no tree removals, and in addressing safety issues in and around court. The Parks Board also asks that the Board of Commissioners place a priority on examining comprehensive short- and long-term planning for the park.*

*[Project re-design will not come back to the Parks & Recreation Board for subsequent review.]*

## **Public Participation**

Resident, Camrin Azzarano, commented on the Cowan Park Basketball Court Project to maintain the existing footprint and inquired about the process regarding funding for the project.

## **Cowan Park – Repairs to playground platform transition bridge**

Tammy Cohen updated the board on the status of the repair needed to the deteriorated (due to age and wear) playground platform transition bridge that has been removed. This project will be presented to the Board of Commissioners at their August meeting for review and potential approval; upon approval, installation would take place sometime in the fall.

## **Fenimore Woods Park Renovations Project**

Tammy Cohen updated on the June Board of Commissioners Community Development Committee Meeting where community input and suggestions were heard regarding the project plan. There was overall concern for the project tree removals, and it was decided that only the hazardous trees should be removed immediately due to their impact on public safety. Further direction is anticipated from the Board of Commissioners regarding the project to the Staff and the Parks & Recreation Board.

## **Public Participation**

Resident, Camrin Azzarano, commented on the project and the need to place emphasis on the resident input along with considering the park project comprehensively including the pond.

## **The Willows Park Preserve / Concerns About Dogs in the Willows Park/Trails**

Members of the Board discussed ideas on how to proceed in their future discussions and analysis. Next steps will include engaging the public to discuss the ideas put forth, specifically regarding dogs and their interactions with other dogs as well as with humans along with the continued dog waste problem.

Commissioner Borowski commented that defining the issues and input topics would help to gain public feedback and encourage attendance to discuss this topic.

## **Additional Comments:**

Commissioner Farhy suggested that he would work to evaluate reallocating the bond funding from the Fenimore Woods Project to a potential comprehensive improvement project at Odorisio Park.

There being no further business, on a motion duly made and seconded, the meeting of the Parks and Recreation Board was adjourned.

Respectfully submitted,



Tammy Cohen  
Director of Recreation & Community Programming

**RESOLUTION NO. 2021-111**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, AUTHORIZATION TO REBUILD THE SPARE PUMP FOR  
THE KING OF PRUSSIA PUMP STATION IN THE AMOUNT OF \$9,580**

*WHEREAS*, the Township is responsible for the maintenance, and repairs to the sanitary sewer mains and pumping station's

*WHEREAS*, the Township keeps a spare pump on hand for the King of Prussia Pump Station in case of emergency

*WHEREAS*, it has been determined that the spare pump is not functioning and needs to be rebuilt

*NOW, THEREFORE*, be it *RESOLVED* the Board of Commissioners of Radnor Township does hereby authorize the rebuilding of the spare pump for the King of Prussia Sewer Pump Station in the amount of \$9,580

*SO RESOLVED* this 20th day of September, A.D., 2021

**RADNOR TOWNSHIP**

By: \_\_\_\_\_

Name: Jack Larkin

Title: President

ATTEST: \_\_\_\_\_

William M. White

Township Manager/Secretary

**Radnor Township**  
**PROPOSED LEGISLATION**

DATE: September 20, 2021

TO: Radnor Township Board of Commissioners

CC: William M. White, Township Manager/Secretary

FROM: Ricky Foster, Jr., Director of Public Works

LEGISLATION: Resolution 2021-111: Authorization to rebuild the spare pump for the King of Prussia Sewer Pump Station at a cost of \$9,580

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LEGISLATIVE HISTORY: There is no history to this resolution.

PURPOSE AND EXPLANATION: The Township is responsible for the maintenance, and repairs to the sanitary sewer mains and pumping stations. Whereby the Township Sewer Department keeps a spare pump for the King of Prussia Pump Station at the Public Works garage in the event of an emergency. As it was determined that the spare pump is non-functioning and needs to be rebuilt at a cost of \$9,580.

FISCAL IMPACT: The cost of the rebuild of the spare pump for the King of Prussia Sewer Pump Station will be charged to the sewer account 02430601-44311 in the amount of \$9,580.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners authorize the rebuilding of the spare/emergency pump for the King of Prussia Pump Station by Municipal Maintenance in the amount of \$9,580.



1352 Taylors Lane  
Cinnaminson, NJ 08077  
Ph: 856-786-9434  
Fax: 856-786-0642  
[www.mmc-nj.com](http://www.mmc-nj.com)

**Bill To:**  
Matt Pilotti  
Radnor Township  
301 Ivan Avenue  
Radnor Twp., PA 19087

Phone: 267-838-2255  
Fax: (610) 687-0201  
Email: [mpilotti@radnor.org](mailto:mpilotti@radnor.org)

# Quotation

Date: 5/17/2021  
Quotation #: 44522Q

Quotation valid until: 6/16/2021  
Terms: Net 30 Days  
Delivery: TBD

Project Name: King of Prussia PS - Rebuild (1) Chicago Pump - MMC Job # 211015

Item	Qty	Description	Unit Price	Total Price
1.	1	Labor to date:	\$ 500.00	\$ 500.00
2.	1	Perform the following work: Rebuild your Chicago pump to include the following: • Bearings. • Repair impeller with Belzona. • Bore and sleeve bearing housing. • Repair stuffing box. • Reassemble. • Paint. • Deliver to customer, for use as a spare.	\$ 9,080.00	\$ 9,080.00
<b>Total</b>			<b>\$</b>	<b>9,580.00</b>

**Comments:**

- This quotation does not include any taxes, if applicable.

If you have any questions concerning this quotation, please contact:

Michael Hawes

Sales Representative  
[mhawes@mmc-nj.com](mailto:mhawes@mmc-nj.com)  
Cell: (609) 471-9321

MMC approval xDG

THANK YOU FOR YOUR BUSINESS!  
ELECTRICAL CONTRACTOR LICENSE #15195

**RESOLUTION 2021-94** (added to materials 9/20/2021)  
**RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE  
COUNTY, PENNSYLVANIA, ADOPTING THE 2022  
MINIMUM MUNICIPAL OBLIGATION (MMO)**

*WHEREAS*, The Commonwealth of Pennsylvania General Assembly, on December 18, 1984 adopted the Municipal Pension Plan Funding Standards and Recovery Act (Act 205 of 1984), which has been amended in part by Act 189 of 1990, Act 82 of 1988, and act 44 of 2009; and

*WHEREAS*, The Municipal Pension Plan Funding Standards and Recovery Act requires that municipalities calculate a Minimum Municipal Obligation (“MMO”) prior to September 30 for the subsequent budget year; and

*WHEREAS*, The MMO can be amended during the budget process based on changes in payroll projections and resubmitted to the State; and

*WHEREAS*, the most recent bi-annual Actuarial Valuation as of January 1, 2021, prepared by Mockenhaupt Associates for both the Police and Civilian Pension Plans, provides the necessary components to calculate the MMO for 2022;

*NOW, THEREFORE*, it is hereby *RESOLVED* that the Board of Commissioners of Radnor Township hereby adopts the 2022 minimum municipal obligation for the Radnor Township Pension Plans in the following amounts as calculated on the attached worksheets:

POLICE PENSION PLAN .....	\$2,501,800
CIVILIAN PENSION PLAN .....	\$1,494,400

*SO RESOLVED*, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 20<sup>th</sup> day of September, A.D., 2021.

RADNOR TOWNSHIP

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William M. White  
Township Manager / Secretary

# Radnor Township

## PROPOSED LEGISLATION



**DATE:** September 20, 2021

**TO:** Board of Commissioners

**FROM:** Robert V. Tate, Jr, Finance Director

**LEGISLATION:** Resolution 2021-94 Adopting the Township's 2022 Minimum Municipal Obligation (MMO) as required by Act 205.

**PURPOSE AND EXPLANATION:** In accordance with the provisions of Act 205 the Minimum Municipal Obligation (MMO), which represents the Township's annual pension contribution requirement, must be submitted and approved by the Board of Commissioners no later than September 30 of each year.

This resolution will establish the Township's 2022 MMO to be incorporated into the preliminary 2022 budget estimates. Please note that these MMO estimates can change as a result of the budget review process, which will occur over the next three months.

Major assumptions include:

- Current staffing counts
- CBA Wage adjustments
- Actuarial Assumptions as included in the 1/1/2021 Actuarial Report [noting that the actuarial reports are done biennially, with the next report due in Fall 2023]

**FISCAL IMPACT:** The pension obligations included in the legislation total \$3,996,200 which is made up of \$2,501,800 for the Police Pension Plan (-7.7% from 2020) and \$1,494,400 for the Civilian Pension Plan (-4.9% from 2020). This amount represents an aggregate decrease of \$287,500 over the 2020 MMO totals.

**RECOMMENDED ACTION:** The Administration recommends that Board of Commissioners adopt the 2022 MMO calculations as drafted with the understanding that a revised MMO can be drafted if significant payroll estimates change during the 2022 budget process.

CERTIFICATION OF  
FISCAL YEAR 2022  
MINIMUM MUNICIPAL OBLIGATION  
POLICE AND CIVILIAN PENSION PLANS

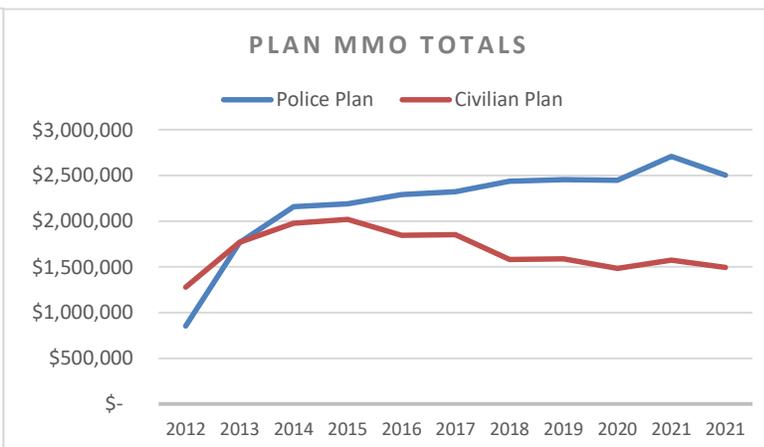
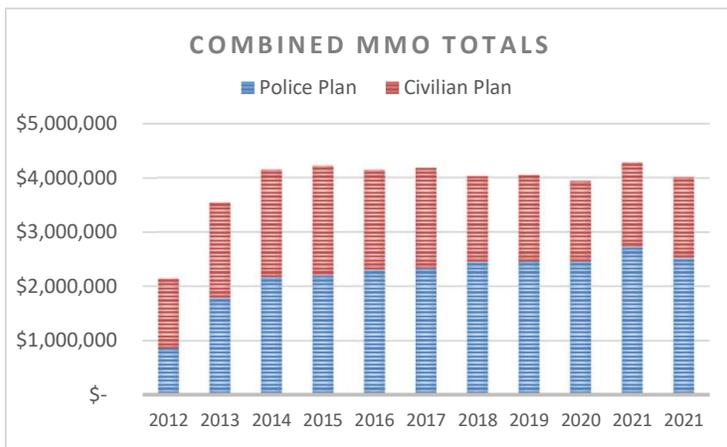
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RESOLUTION 2021-94  
RADNOR TOWNSHIP, PA  
SEPTEMBER 20, 2021

**RADNOR TOWNSHIP, PA**  
**2022 MINIMUM MUNICIPAL OBLIGATION**  
**POLICE & CIVILIAN PENSION PLANS AND COMBINED**



ACT 205 FUNDING FORMULA	Police Plan	Civilian Plan	Total Obligation
<b>Financial Requirements:</b>			
1. Estimated 2022 Payroll (rounded)	\$ 5,717,000	\$ 5,474,000	\$ 11,191,000
2. Normal Cost of Plan from Actuarial Report (% of payroll)	17.548%	11.848%	14.760%
3. Total Normal Cost of Plan (1 x 2)	\$ 1,003,219	\$ 648,560	\$ 1,651,779
4. Plan Amortization Requirement	1,633,849	1,048,355	2,682,204
5. Plan Administrative Expenses from Actuary Report (Police:1.5%, Civilian:1.1%)	85,747	71,161	156,908
<b>6. Total Financial Requirements (3 + 4 + 5)</b>	<b>\$ 2,722,815</b>	<b>\$ 1,768,076</b>	<b>\$ 4,490,891</b>
<b>Credits to Township Funding Requirements:</b>			
7. Estimated Employee Contributions	(221,000)	(273,700)	(494,700)
8. Rounding Adjustment	(15)	24	9
<b>9. Total Credits to Township Funding Requirements</b>	<b>\$ (221,015)</b>	<b>\$ (273,676)</b>	<b>\$ (494,691)</b>
<b>10. Recommended MMO</b>	<b>\$ 2,501,800</b>	<b>\$ 1,494,400</b>	<b>\$ 3,996,200</b>



**MMO History:**

2012 MMO Total	\$ 855,232	\$ 1,280,125	\$ 2,135,357
2013 MMO Total	\$ 1,765,384	\$ 1,767,162	\$ 3,532,546
2014 MMO Total	\$ 2,160,223	\$ 1,979,695	\$ 4,139,918
2015 MMO Total	\$ 2,190,903	\$ 2,020,393	\$ 4,211,296
2016 MMO Total	\$ 2,292,574	\$ 1,845,031	\$ 4,137,605
2017 MMO Total	\$ 2,322,459	\$ 1,852,440	\$ 4,174,899
2018 MMO Total	\$ 2,440,000	\$ 1,580,000	\$ 4,020,000
2019 MMO Total	\$ 2,455,000	\$ 1,587,000	\$ 4,042,000
2020 MMO Total	\$ 2,449,400	\$ 1,482,300	\$ 3,931,700
2021 MMO Total	\$ 2,710,800	\$ 1,572,900	\$ 4,283,700
2022 MMO Total	\$ 2,501,800	\$ 1,494,400	\$ 3,996,200

ACT 205 FUNDING FORMULA (A)	UNIFORM PLAN				CIVILIAN PLAN			CIVILIAN PLAN TOTAL	TOTAL OBLIGATION
	Pre 1/1/2013 Officers	Post 1/1/2013 Officers	Retirees	FOP / POLICE PLAN TOTAL	Administrative	Union	Retirees		
<b>FINANCIAL REQUIREMENTS</b>							29.56%		
1. TOTAL ANNUAL PAYROLL (ESTIMATED)	\$ 2,551,614	\$ 3,164,859	\$ -	\$ 5,716,473	\$ 1,618,163	\$ 3,855,802	\$ -	\$ 5,473,965	\$ 11,190,438
2. NORMAL COST OF PLAN (% OF PAYROLL)	17.548%	17.548%	0.000%	17.548%	11.848%	11.848%	0.000%	11.848%	14.760%
3. TOTAL NORMAL COST OF PLAN (1 x 2)	\$ 447,757	\$ 555,369	\$ -	\$ 1,003,127	\$ 191,720	\$ 456,835	\$ -	\$ 648,555	\$ 1,651,682
4. TOTAL AMORTIZATION REQUIREMENT	740,951	-	892,898	1,633,849	146,770	461,276	440,309	1,048,355	2,682,204
5. TOTAL ADMINISTRATIVE EXPENSES (Police:1.5%, Civilian:1.3%)	38,274	47,473	-	85,747	21,036	50,125	-	71,161	156,908
<b>6. TOTAL FINANCIAL REQUIREMENTS (3 + 4 + 5)</b>	<b>\$ 1,226,982</b>	<b>\$ 602,842</b>	<b>\$ 892,898</b>	<b>\$ 2,722,723</b>	<b>\$ 359,526</b>	<b>\$ 968,236</b>	<b>\$ 440,309</b>	<b>\$ 1,768,071</b>	<b>\$ 4,490,794</b>
<b>CREDITS TO PLAN</b>									
7. TOTAL EMPLOYEE CONTRIBUTIONS (ESTIMATED)	(92,127)	(128,800)	-	(220,927)	(80,908)	(192,790)	-	(273,698)	(494,625)
8. ROUNDING	-	-	4	4	-	-	27	27	31
<b>9. TOTAL CREDITS TO PLAN (7 + 8)</b>	<b>\$ (92,127)</b>	<b>\$ (128,800)</b>	<b>\$ 4</b>	<b>\$ (220,923)</b>	<b>\$ (80,908)</b>	<b>\$ (192,790)</b>	<b>\$ 27</b>	<b>\$ (273,671)</b>	<b>\$ (494,594)</b>
<b>10. MINIMUM MUNICIPAL FINANCIAL OBLIGATIONS</b>	<b>\$ 1,134,855</b>	<b>\$ 474,042</b>	<b>\$ 892,902</b>	<b>\$ 2,501,800</b>	<b>\$ 278,618</b>	<b>\$ 775,446</b>	<b>\$ 440,336</b>	<b>\$ 1,494,400</b>	<b>\$ 3,996,200</b>
							Less: Anticipated State Aid		(750,000)
							Net 2022 Pension Expense Estimate		<b>\$ 3,246,200</b>

**Footnotes:**

1. The payroll totals from this detail page reconcile exactly with the Township's budget payroll spreadsheet. The amounts used on the actual MMO are rounded up, to the nearest 10,000
2. The MMO calculated in this workbook is GROSS pension expense. The Township receives roughly \$750,000 from state aid to offset these costs

**RESOLUTION NO. 2021-113**

**A RESOLUTION OF RADNOR TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA,  
SPONSORING WILLOWS PARK PRESERVE'S  
DELAWARE COUNTY GREEN WAYS GRANT APPLICATION FOR  
IMPROVEMENTS TO THE AREA SURROUNDING THE MANSION**

**WHEREAS**, the Township of Radnor of the County of Delaware, Commonwealth of Pennsylvania has determined the importance of the Willows Park Preserve and believes that the enhancement of Park facilities will add to the historical value and benefit the numerous visitors from across Delaware County throughout the year;

**WHEREAS**, Radnor Township is offering to sponsor the Willows Park Preserve's proposal to Delaware County to fund improvements to the area surrounding the Mansion, including: a new terrace, ADA access to the new and current terraces with the walkways on both sides of the Mansion, storm water management facilities and repaving of the driveway along the front of the Mansion leading to the terraces; and

**WHEREAS**, in furtherance of such action, Radnor Township will lend its support in sharing information with its residents and providing feedback on the project design and construction.

**NOW, THEREFORE**, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Sponsor the Willows Park Preserve's Application for Delaware County Green Ways Grant Funding.

**SO RESOLVED** this 20<sup>th</sup> day of September, A.D., 2021.

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William M. White  
Manager/Secretary

**RESOLUTION NO. 2021-98  
RADNOR TOWNSHIP**

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA, APPROVING THE PRELIMINARY/FINAL LAND  
DEVELOPMENT PLAN FOR BDN 250 KING OF PRUSSIA, LP FOR  
THE PROPERTY LOCATED AT 250 KING OF PRUSSIA ROAD**

*WHEREAS*, BND 250 King of Prussia, LP (“Applicant”) submitted a Preliminary/Final Land Development plan prepared by Landcore Engineering Consultants, P.C., consisting of 12 sheets, dated February 18, 2021, last revised July 7, 2021; and

*WHEREAS* the plan has been reviewed by both the Radnor Township Planning Commission and the Delaware County Planning Commission; and

*WHEREAS* the Applicant proposes to demolish a portion of the existing parking lot and construct a 2-story parking garage for the office building at 250 King of Prussia Road.

*WHEREAS*, the Board of Commissioners now intends to approve the Preliminary/Final Land Development Plan for BND 250 King of Prussia, LP, subject to certain terms and conditions.

*NOW, THEREFORE*, it is hereby **RESOLVED** that the Radnor Township Board of Commissioners does hereby approve the Preliminary/Final Land Development Plans for BND 250 King of Prussia, LP, Landcore Engineering Consultants, P.C., consisting of 12 sheets, dated February 18, 2021, last revised July 7, 2021, subject to the following conditions:

1. The Applicant shall comply with the August 3, 2021, Gannett Fleming review letter, a copy of which is attached hereto as *Exhibit “A”*.
2. The Applicant shall comply with the July 13, 2021, Gilmore & Associates review letter, a copy of which is attached hereto as *Exhibit “B”*.
3. The Applicant shall comply with all other applicable ordinances with respect to sewage, stormwater management, zoning and building, and all county, state, and federal rules, regulations, and statutes.
4. The Applicant shall execute Development and Financial Security Agreements in a form and manner to be approved by the Township Engineer and Township Solicitor.
5. The Applicant shall pay a park and recreation fee in the amount of \$26,800.00 to the Township contemporaneously with the execution of Development and Financial Security Agreements.

In addition to the foregoing conditions of preliminary/final plan approval, the Board's determination with respect to the following SLDO modifications requested by the Applicant is as follows:

1. SLDO § 255-12. A: to permit the plans to proceed as a preliminary/final land development plan without a separate preliminary land development application.

Approved  Denied

2. SLDO § 255-20. B(1)(n): from showing existing improvements off the property within 500 feet of the property.

Approved  Denied

3. SLDO § 255-29. A (6): to permit within the parking structure more than 10 continuous parking spaces in a row without being interrupted by a cubed landscape island.

Approved  Denied

4. SLDO § 255-29. B: to waive parking lot landscaping requirements within the parking structure.

Approved  Denied

5. Stormwater Ordinance §245-22 – to waive the groundwater recharge requirement and permit evapotranspiration through a rain garden to be installed on the property to meet the stormwater standard.

Approved  Denied

**SO RESOLVED**, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 14th day of September 2021.

RADNOR TOWNSHIP BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Name: Jack Larkin, Esq.  
Title: President

ATTEST: \_\_\_\_\_



*Excellence Delivered As Promised*

**Date:** August 3, 2021

**To:** Steve Norcini, PE Township Engineer

**From:** Roger Phillips, PE

**cc:** Kevin W. Kochanski, RLA, CZO – Director of Community Development  
John Rice, Esq. – Grim, Biehn, and Thatcher  
Damon Drummond, PE – Gilmore & Associates, Inc.  
Patricia Sherwin – Radnor Township Engineering Department

**RE:** 250 King of Prussia Road

Date Accepted: 03/01/2021

90 Day Review: 05/30/2021 extended to 09/30/2021

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3. §280-64.B – To allow a landscaped area of 29.4%
4. Any other relief deemed necessary for the project.

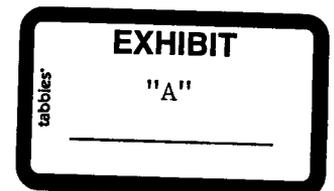
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3. §255-20.B(1)(n)– From showing existing improvements within 500 feet of the project site.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402  
t: 610.650.8101 • f: 610.650.8190  
www.gannettfleming.com



BDN 250 King of Prussia I, LP – Proposed Parking Structure

Plans Prepared By: Landcore Engineering Consultants, P.C.

Dated: 02/18/2021, and last revised 07/26/2021

Zoning

1. §280-63.A – 40 to 100% of the gross floor area may be used or occupied for (1) Scientific or industrial research (2) office building, including medical, dental, professional and sales. The applicant has indicated on the plans that the proposed medical office use will be 70% and the proposed office use will be 30%.
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Subdivision and Land Development

1. §255-12.A – The applicant has submitted this plan as a Preliminary/Final Land Development plan. The applicant has requested the land development application to proceed and be reviewed as a single preliminary/final land development plan. A waiver has been requested from this requirement.
2. §255-20.B(1)(n) – Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans. The applicant has requested a waiver from this requirement.
3. §255-43.1.B(2) – For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreational area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee in lieu of \$3,307 per 6,400 square feet of floor area (existing or proposed). The applicant has indicated on the record plans that they will pay a fee in lieu of \$26,800. We will defer to the Solicitor for the fee based on a total of 64,832 SF for the parking garage.

Stormwater

1. Sheet 10 – Construction Details – The applicant indicates that there is no Orifice No. 2 proposed for the rain garden, but the E4 Rain Garden RG-01 Outlet Structure detail Front View and Side View both indicate “Orifice No. 2 (E)” at the vertical standpipe. The Orifice Detail also identifies a “Drilled Orifice Opening (E) (At Bottom of Cap)”. If this orifice is not proposed please revise the plans to remove these items and any references to “Orifice No. 2 (E)”. Please note that if the standpipe is to have an orifice, then this would be considered the lowest orifice above the rain garden bottom, which would lower the capacity of the rain garden and possibly impact the system’s ability to address the §245-23 Water Quality volume.

2. Table 4: Peak Discharge Summary on page 7 of the stormwater report indicates post-developed runoff flows that do not appear to match the hydrograph reports. Please revise these inconsistencies.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at this time.

General

1. The applicant appeared before the Shade Tree Commission on July 21, 2021 and received approval of this plan.

The applicant appeared before the Planning Commission on August 2, 2021. The Planning Commission recommended approval of the plan and requested waivers.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to be 'R. Phillips', written over a large, stylized circular scribble.

Roger A. Phillips, P.E.  
Senior Project Manager



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**MEMORANDUM**

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**Date:** July 13, 2021

**To:** Steve Norcini, P.E.  
Radnor Township Engineer

**From:** Damon Drummond, P.E., PTOE  
Senior Transportation Engineer

**cc:** Kevin Kochanski, ASLA, R.L.A. – Director of Community Development  
Roger Phillips, P.E. – Gannett Fleming, Inc.  
Leslie Salisbury, P.E. – Gilmore and Associates, Inc.

**Reference:** 250 King of Prussia Road Proposed Parking Structure  
Preliminary/Final Land Development Plan Review #3  
Radnor Township, Delaware County, PA  
G&A #21-03007

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Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

**A. BACKGROUND**

The applicant proposes to demolish a portion of the existing parking lot and construct a 2-story parking garage for the office building at 250 King of Prussia Road.

**B. DOCUMENTS REVIEWED**

1. Preliminary/Final Land Development Plan prepared by Landcore Engineering Consultants, P.C., consisting of 12 sheets and dated February 18, 2021, last revised July 7, 2021.
2. 250 King of Prussia Road submission letter, prepared by Landcore Engineering dated July 7, 2021.
3. Transportation Impact Assessment, prepared by Traffic Planning and Design, Inc., dated July 2, 2021.

**C. REQUESTED WAIVERS**

1. §255-12.A – The Applicant is requesting a waiver to permit preliminary and final land development to be filed as a single application.

**BUILDING ON A FOUNDATION OF EXCELLENCE**

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | 215-345-4330 | 215-345-8606  
508 Corporate Drive West | Langhorne, PA 19047 | 215-369-3955 | 215-345-8606  
184 W. Main Street | Suite 300 | Trappe, PA 19426 | 610-489-4949 | 610-489-8447  
119 East Linden Street | Kennett Square, PA 19348 | 610-444-9006 | 610-444-7292  
5100 Tilghman Street | Suite 150 | Allentown, PA 18104 | 610-366-8064 | 610-366-0433  
One Penn Center at Suburban Station | 1617 JFK Blvd. | Suite 425 | Philadelphia, PA 19103 | 215-687-4246 | 215-564-1700  
201 Market Street | Camden, NJ 08102 | 856-203-7447 | 856-379-3567  
[www.gilmore-assoc.com](http://www.gilmore-assoc.com)

**EXHIBIT**

**B**

2. §255-20.B(1)(n) – The Applicant is requesting a waiver from showing existing improvements within 500 feet of the project site.
3. §255-29.A(6) – The Applicant is requesting a waiver to permit more than 10 continuous parking spaces without a curbed landscaping island.
4. §255-29.B – The Applicant is requesting a waiver of the parking lot landscape requirements.
5. §255-43.1 – The Applicant is requesting a waiver of the park and recreation land/fee requirements.

#### **D. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS**

1. §255-20.B(5) – Transportation Impact Study:
  - a. The northbound left turn LOS and queue at the King of Prussia Road and 250 Office Loop Road driveway during the PM peak hour is significantly worsened between the base and build condition due to the parking garage redistribution. A discussion should be provided in the report regarding this delay as well as any mitigation efforts.
  - b. All streets and/or intersections showing a Level of Service below C shall be considered deficient, and specific recommendations for the elimination of these problems shall be listed. This listing of recommended improvements shall include, but not be limited to, the following elements: internal circulation design, site access location and design, external street and intersection design and improvements and traffic signal installation and operation, including signal timing and transit-design improvements.
  - c. Based on traffic volumes at the accesses and the turn lane warrant analysis, we recommend that King of Prussia Road and Radnor Chester Road be restriped to include right lanes into the site. The Applicant has noted that they will work with the Township and PennDOT on this matter.
2. §280-63.D(5) – Parking spaces within structures may be reduced to not less than nine feet in width by 19 feet in depth. The plans show the spaces within the structure as 9 feet wide by 18 feet. Revise the spaces within the parking structure for the 9 feet by 19 feet dimensions.

#### **E. GENERAL COMMENTS**

1. We understand the parking will be improved from existing conditions but the total required spaces will still not be met. We defer to the Solicitor regarding the need for a variance.
2. Provide additional signage and pavement markings to indicate how vehicular traffic circulation will be directed within the parking garage. Clearance height signage should also be provided and detailed on the plans.
3. Update the construction notes to indicate how construction vehicles will access the site (either via the existing Radnor Chester Road access or the King of Prussia Road access). Provide vehicle turning templates for construction vehicles accessing the existing site driveway that will be used during construction. Include notes regarding the installation of appropriate signage restricting construction

vehicles to certain entrances, if required. **The applicant has indicated they will submit any construction circulation/staging plans for review upon approval of zoning variances and stormwater waivers that could affect the site layout and/or parking structure design.**

4. Provide a detail for a typical parking space as well as gore area striping.
5. Reverse the direction of the gore area striping adjacent to the northern garage entrance.

DAD/las



*Excellence Delivered **As Promised***

**Date:** August 3, 2021

**To:** Steve Norcini, PE Township Engineer

**From:** Roger Phillips, PE

**cc:** Kevin W. Kochanski, RLA, CZO – Director of Community Development  
John Rice, Esq. – Grim, Biehn, and Thatcher  
Damon Drummond, PE – Gilmore & Associates, Inc.  
Patricia Sherwin – Radnor Township Engineering Department

**RE:** 250 King of Prussia Road

Date Accepted: 03/01/2021  
90 Day Review: 05/30/2021 extended to 09/30/2021

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BDN 250 King of Prussia I, LP – Proposed Parking Structure

Plans Prepared By: Landcore Engineering Consultants, P.C.

Dated: 02/18/2021, and last revised 07/26/2021

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GANNETT FLEMING, INC.

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Roger A. Phillips, P.E.  
Senior Project Manager

**RADNOR TOWNSHIP ZONING HEARING BOARD**

**APPEAL NO. 3097**

**APPEAL OF BDN 250 King of Prussia, LP (“Applicant”)**, regarding the property located at 250 King of Prussia Road (“Premises”) and zoned Planned Laboratory Office (“PLO”).

**DECISION OF THE ZONING HEARING BOARD**

**Relief Requested**

1. The Applicant seeks to renovate the existing structure and construct a new parking garage on the Premises (“Proposed Renovations and Garage”).
2. To permit the construction of the Proposed Renovations and Garage, the applicant requests a variance from the setback requirements of Zoning Code Section 280-64(C), and the building and landscaping area requirements of Zoning Code Section 280-64(B).

**Findings of Fact**

1. This application involves the property located at 250 King of Prussia Road (“Premises”) and zoned PLO.
2. Testimony and evidence were presented at the properly noticed hearing held on June 3, 2021.
3. Applicant’s Exhibits A-1 through A-6 were entered into the record at the June 3, 2021 hearing (June 3, 2021 Hearing Transcript, 83:23 -84:6).
4. The Premises currently has 92 underground parking garage spaces and 281 surface parking spaces. (*Id.*, 16:14-17).
5. Based on the existing mix use of the Premises for medical and professional offices, the Code requires 936 parking spaces. (*Id.*, 17:3-6).
6. The current ratio of parking spaces per 1,000 square feet of rentable floor area is approximately 2.2 parking spaces per 1,000 square feet of rentable space.
7. As per the testimony of applicant’s witness, the real estate office market for the Premises requires a minimum of 3 parking spaces per 1,000 square feet of rentable space. (*Id.*, 18:5-7).
8. The applicant’s several other office buildings located in Radnor Township average 3.2 to 3.3 parking spaces per 1,000 square feet of rentable space. (*Id.*, 18:1-4).
9. The Proposed Renovations and Garage will not increase the square footage of the existing office building. (*Id.*, 22:1-6).

10. The Proposed Renovations and Garage will result in 529 parking spaces and a 3.1 per 1,000 square feet parking ratio. (*Id.* 24:6-9).

11. The Proposed Garage will require variance relief to permit a setback of approximately 43.39 feet opposite King of Prussia Road and a setback of approximately 17.16 feet opposite Radnor Chester Road. (*Id.*, 50:10-17).

12. The existing lot size and nonconformities of the Premises make the requested relief the only feasible means of constructing a parking structure on the Premises. (*Id.*, 53:18 – 54:2).

13. The Proposed Renovations and Garage will reduce the existing landscaped area to 29.4 percent of the Premises. (*Id.*, 55:1-5).

14. The Proposed Renovations and Garage will increase the existing building area to 42.2 percent of the Premises. (*Id.*, 4:12-15).

15. During public comment, opposition was presented against the applicant's requested relief in the form of live testimony and written letters entered into the record.

#### **Conclusions of Law**

1. Based on the testimony and exhibits presented, the lot size and existing nonconformities of the Premises present an undue hardship to the applicant's use of the Premises.

2. The Proposed Renovations and Garage are necessary to reasonably carry out the applicant's permitted use of the Premises.

3. The granting of the variance will not alter the essential character of the neighborhood nor substantially or permanently impair the appropriate use of adjacent properties.

4. The granting of the variance will represent the minimum deviation that will afford relief and will represent the least modification possible of the Zoning Code.

5. The granting of the variance will in no way injure the public health, safety, morals and general welfare of the Township.

6. The granting of the variance is necessary to implement the purposes of the Municipal Planning Code and the Zoning Code.

#### **Order**

Based on the testimony and exhibits entered into and made part of the record before the Board, and for the reasons set forth on the record, the applicant's requests are hereby **GRANTED**, and the Board hereby determines that:

1. Variance relief from the setback requirements of Zoning Code Section 280-64(C) are hereby **GRANTED** to permit the construction of the Proposed Renovations and Garage;
2. Variance relief from building and landscaped area requirements of Zoning Code Section 280-64(B) are hereby **GRANTED** to permit the construction of the Proposed Renovations and Garage;
3. This Order only permits the Proposed Renovations and Garage in the precise manner, location, and dimensions consistent with and as shown in the exhibits and testimony entered into and made part of the record;
4. Relief is granted only with respect to the setback, building, and landscape area requirements in Zoning Code Sections 280-64(C) and 280-64(B); and
5. No relief is granted with respect to any other provisions of the Zoning Code.

**BY ORDER OF THE ZONING HEARING BOARD**

**/s/ JOHN F. REILLY, CHAIRMAN**

**/s/ GEORGE F. NAGLE, VICE CHAIRMAN**

**/s/ JOHN A. LORD, MEMBER**

**/s/ JOHN NAGLE, ALTERNATE**

**Board Member Richard J. Weitzman voted against the requested relief.**

**Board Member Bradley Delizia and Alternate Jamie Forman were absent during the June 3, 2021 hearing on this matter.**

DATED: June 3, 2021

MAILED: July 17, 2021

**THIS DECISION WILL EXPIRE IF THE APPLICANTS FAIL TO OBTAIN A BUILDING PERMIT WITHIN SIX MONTHS OF THIS DATE: July 17, 2021.**



*Excellence Delivered **As Promised***

**Date:** July 27, 2021

**To:** Steve Norcini, PE Township Engineer

**From:** Roger Phillips, PE

**cc:** Kevin W. Kochanski, RLA, CZO – Director of Community Development  
Mary Eberle, Esq. – Grim, Biehn, and Thatcher  
Damon Drummond, PE – Gilmore & Associates, Inc.  
Patricia Sherwin – Radnor Township Engineering Department

**RE:** 250 King of Prussia Road

Date Accepted: 03/01/2021  
90 Day Review: 05/30/2021 extended to 09/30/2021

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BDN 250 King of Prussia I, LP – Proposed Parking Structure

Plans Prepared By: Landcore Engineering Consultants, P.C.

Dated: 02/18/2021, and last revised 07/26/2021

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7. §280-105.E – All outside lighting including sign lighting shall be directed in such a way as not to create nuisance in any agricultural, institutional or residential district, and in every district all such lighting shall be arranged so as to protect the street or highway and adjoining property from direct glare or hazardous interference of any kind. Any luminary shall be equipped with some type of glare shielding device approved by the Township Engineer. The height of any luminary shall not exceed 25 feet. The lighting plan has been revised to indicate that the lights will be full cut off.

### Subdivision and Land Development

1. §255-12.A – The applicant has submitted this plan as a Preliminary/Final Land Development plan. The applicant has requested the land development application to proceed and be reviewed as a single preliminary/final land development plan. A waiver has been requested from this requirement.
2. §255-20.B(1)(n) – Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans. The applicant has requested a waiver from this requirement.
3. §255-29-A(6) – No more than 10 parking spaces shall be permitted in a continuous row without being interrupted by landscaping and concrete curb. There are proposed parking spaces that have more than 10 parking spaces in a row. The applicant has requested a waiver from this requirement.
4. §255-43.1.B(2) – For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreational area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee in lieu of \$3,307 per 6,400 square feet of floor area (existing or proposed). The applicant has indicated on the record plans that they will pay a fee in lieu of \$26,800. We will defer to the Solicitor for the fee based on a total of 64,832 SF for the parking garage.

Stormwater

1. Sheet 10 – Construction Details – The applicant indicates that there is no Orifice No. 2 proposed for the rain garden, but the E4 Rain Garden RG-01 Outlet Structure detail Front View and Side View both indicate “Orifice No. 2 (E)” at the vertical standpipe. The Orifice Detail also identifies a “Drilled Orifice Opening (E) (At Bottom of Cap)”. If this orifice is not proposed please revise the plans to remove these items and any references to “Orifice No. 2 (E)”. Please note that if the standpipe is to have an orifice, then this would be considered the lowest orifice above the rain garden bottom, which would lower the capacity of the rain garden and possibly impact the system’s ability to address the §245-23 Water Quality volume.
2. Table 4: Peak Discharge Summary on page 7 of the stormwater report indicates post-developed runoff flows that do not appear to match the hydrograph reports. Please revise these inconsistencies.
3. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at this time.

General

1. The applicant appeared before the Shade Tree Commission on July 21, 2021 and received approval of this plan.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.



Roger A. Phillips, P.E.  
Senior Project Manager



**MAILING ADDRESS**  
**(for all Offices):**  
P.O. Box 37635 #56287  
PHILADELPHIA, PA 19101-0635  
Phone: (215) 836-2510  
[LANDCOREconsulting.com](http://LANDCOREconsulting.com)

July 26, 2021  
Via E-mail & Fed-Ex

**Radnor Township**  
301 Iven Avenue  
Wayne, PA 19087

**Attention: Stephen F. Norcini, PE**  
**Township Engineer**

**RE: Prelim/Final Land Development Resubmission**  
**250 King of Prussia Rd – Parking Structure**  
250 King of Prussia Road  
Radnor Twp, Delaware County, PA  
*LEC File #200002*

Dear Mr. Norcini:

On behalf of the project applicant, **BDN 250 King of Prussia I, LP**, enclosed please find documents and supporting information as required by Township of Radnor for the resubmission of the **Preliminary/Final Land Development Application** for the above referenced property. The following is a summary of the items being submitted:

- One (1) copy of the **“Preliminary/Final Land Development Plan”** prepared by our office, dated February 18, 2021, last revised July 26, 2021.
- One (1) copy of the **“Stormwater Management Report”** prepared by our office, dated February 19, 2021, last revised July 26, 2021.
- One (1) copy of the **“Parking Garage Architectural Plans”**, Prepared by Norr, dated April 30, 2021.
- One (1) **“Digital Thumb Drives”** of the Submission Documents.

We have revised the Plans and supporting Reports in accordance with the Township Engineer’s July 19, 2021 comment letter. We offer the following responses in corresponding order:

*Zoning*

1. *§280-63.A – 40 to 100% of the gross floor area may be used or occupied for (1) Scientific or industrial research (2) office building, including medical, dental, professional and sales. The applicant has indicated on the plans that the proposed medical office use will be 70% and the proposed office use will be 30%.*  
**RESPONSE: No response necessary.**
2. *§280-63.D(5) – A parking structure, when constructed as an accessory structure for the purpose of eliminating allowable surface parking is allowed. Parking spaces within structures may be reduced to no less than nine feet in width by 19 feet in depth, exclusive of aisles. The applicant has dimensioned the spaces to the 9 x 19 of the plans. The 250 King of Prussia Road Garage plans dimension the width of the space, but not the length. The length must be dimensioned on the plans.*  
**RESPONSE: We have revised the Architectural floor plans to dimension the length of the stall, as requested.**

3. §280-64.A– Every lot on which a building or a combination of buildings is hereafter erected or used shall have a lot area of not less than 10 acres, and such lot shall not be less than 300 feet at the building line. This is an existing non-conformity that the applicant wishes to continue.  
**RESPONSE: No response necessary.**
4. §280-64.B – No more than 30% of the area of any lot may be occupied by building and structures, and not less than 45% of the total lot area, exclusive of those areas within the public right-of-way, shall be devoted to land landscaping. The applicant is requesting a variance to allow a building/structure area of 42.2% (+/-). The existing facility is currently 32.5%  
**RESPONSE: No response necessary.**
5. §280-64.B – No more than 30% of the area of any lot may be occupied by building and structures, and not less than 45% of the total lot area, exclusive of those areas within the public right-of-way, shall be devoted to landscaping. The applicant is requesting a variance to allow a landscaped area of 29.4%. The existing landscaped area is 31.7%.  
**RESPONSE: No response necessary.**
6. §280-64.C– No building or accessory structure shall be located less than 150 feet from, a street right-of-way line nor less than 200 feet from a side or rear property line and surface parking area, driveway, service or interior roadway with the exception of approved areas for vehicular access, shall be located less than 75 feet from a street right-of-way or other property line. The applicant has requested a variance to permit (i) a setback of 43.39 or 43.56 (zoning table) feet (+/-) opposite King of Prussia Road and (ii) a setback of 17.16 feet (+/-) opposite Radnor Chester Road. The existing setbacks are (i) 74.5 and (ii) 233.6 feet.  
**RESPONSE: No response necessary.**
7. The zoning table indicates that a variance was granted for the proposed project to have a minimum stall size of 8 x 15. This must be revised to indicate that this is a variance previously granted for existing parking on the site and does not apply to new parking created under this plan.  
**RESPONSE: We have revised the zoning chart to list all three categories of parking and the appropriate dimensions for clarity.**
8. A listing of all the variances granted by the ZHB in the decision dated July 17, 2021 must be clearly shown on the plans.  
**RESPONSE: We have revised the Cover Sheet to list the Variances that have been granted.**
9. §280-65.1– Along each street line, a landscaped strip not less than 75 feet in width shall be provided, except for necessary sidewalks and accessways crossing the strip. This is an existing non-conformity that the applicant wishes to continue.  
**RESPONSE: No response necessary.**
10. §280-105.E – All outside lighting including sign lighting shall be directed in such a way as not to create nuisance in any agricultural, institutional or residential district, and in every district all such lighting shall be arranged so as to protect the street or highway and adjoining property from direct glare or hazardous interference of any kind. Any luminary shall be equipped with some type of glare shielding device approved by the Township Engineer. The height of any luminary shall not exceed 25 feet. The lighting plan has been revised to indicate that the lights will be full cut off.  
**RESPONSE: No response necessary.**

### Subdivision and Land Development

1. §255-12.A – *The applicant has submitted this plan as a Preliminary/Final Land Development plan. The applicant has requested the land development application to proceed and be reviewed as a single preliminary/final land development plan. A waiver has been requested from this requirement.*  
**RESPONSE: The noted Waiver is being requested.**
2. §255-20.B(1)(n) – *Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans The applicant has requested a waiver from this requirement.*  
**RESPONSE: The noted Waiver is being requested.**
3. §255-29-A(6) – *No more than 10 parking spaces shall be permitted in a continuous row without being interrupted by landscaping and concrete curb. There are proposed parking spaces that have more than 10 parking spaces in a row. The applicant has requested a waiver from this requirement.*  
**RESPONSE: The noted Waiver is being requested for the parking within the Parking Structure.**
4. §255-29-B – *All parking areas shall have at least one tree 2 ½ inches minimum in caliper for every five parking spaces in single bays and one tree 2 ½ inches in caliper for every 10 parking spaces in double bays. The applicant is providing 11 single bay parking spaces and 2 trees. Three trees are required (11/2 = 2.2). The applicant must provide one additional tree.*  
**RESPONSE: We have revised the Landscape Plan to add one additional tree.**
5. §255-43.1.B(2) – *For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreational area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee in lieu of \$3,307 per 6,400 square feet of floor area(existing or proposed). The applicant has requested a waiver from this requirement.*  
**RESPONSE: The Applicant is removing this request for a waiver from the Park and Recreation requirement and will agree to pay of fee of \$26,800. The required fee calculation has been added to the Record Plan.**

### Stormwater

1. 245-27.J - *Underground stormwater management systems must be designed to store the two- through one-hundred-year storms within a pipe or other open system that will permit the inspection and maintenance of the system. The entire storm must be placed in the pipe (i.e., the stone bedding around the pipe is not to be included in the volume calculations). It is unclear if the proposed stormwater management system adequately provides for the §245-23 Water Quality volume. The elevation of Orifice No. 2 is not present on the Rain Garden RG-01 Outlet Structure Detail on Sheet 10 of the plan set, nor is it identified or modeled in the hydrograph report. Please revise the detail to identify the elevation of this orifice, and revise the hydrograph report to identify and model this orifice. Please ensure the system can accommodate the required volume within the rain garden, as measured from the bottom of rain garden up to the invert of the lowest rain garden orifice. The volume of the underground storage bed can also be included, as measured from the invert of the underground storage bed distribution pipe to the invert of the lowest rain garden orifice.*  
**RESPONSE: We believe this comment was in error, there is no Orifice No 2 proposed for the Rain Garden.**

2. *Sheet 6 – Grading & Drainage Plan – Please revise the Structure Table to provide a line for Structure ST-32.*

**RESPONSE: We have revised the Plan to include the line for ST-32.**

3. *Page 4 of the stormwater report states that “A waiver from section 405 is requested due to the infeasibility of infiltration” but this is the incorrect section. Please revise this statement to indicate the waiver is being requested from §245-22.*

**RESPONSE: We have revised the typo with the SWM Narrative.**

4. *The hydrograph report identifies Subcatchments 1S: To UG-01, A1: To RG-01, and A2: Bypass, but the Proposed Conditions Drainage Area Map only shows drainage areas for A1 and A2. Please revise the drainage area map to show the 1S drainage area and ensure that all drainage areas on the maps are consistent with those in the hydrograph reports.*

**RESPONSE: We have revised the Drainage Area Maps, as requested.**

5. *The 50-yr hydrograph report for UG-01 indicates an inflow of 4.67 cfs but an outflow of 4.76 cfs. Please clarify or revise this hydrograph to provide an outflow equal or less than that of the inflow. This a time step issue, we'll adjust and update flow calcs accordingly.*

**RESPONSE: We have revised the calculations to ensure no outflow exceeds the inflow.**

#### *Sanitary Sewer*

1. *All utilities crossing the sanitary sewer must be shown in the profile view. The water line connection to the garage must be shown in the sanitary sewer profile view.*

**RESPONSE: We have revised the profile to include the water/electric laterals.**

#### *General*

1. *The applicant must appear before the Shade Tree Commission and gain approval prior to this plan being presented to the Board or Commissioners. The applicant is on the July 21, 2021 agenda.*

**RESPONSE: The Applicant attended the Shade Tree Commission and received approval.**

2. *The length of the parking spaces provided in the parking structure plans must be dimensioned.*

**RESPONSE: We have revised the plans to include all necessary dimensions.**

3. *A detail for the retaining wall must be provided.*

**RESPONSE: We have revised the plans to include the requested detail.**

Should you have any questions or comments regarding this or any other matter, please do not hesitate to contact our office.

Very truly yours,  
LANDCORE Engineering Consultants, PC



D. Alexander Tweedie, PE  
Sr. Project Manager



TRAFFIC PLANNING AND DESIGN, INC.

[WWW.TRAFFICPD.COM](http://WWW.TRAFFICPD.COM)

**July 27, 2021**

Mr. Steve Norcini, P.E., Township Engineer

Radnor Township  
301 Iven Avenue  
Wayne, PA 19087-5297

**RE: Response to July 13<sup>th</sup>, 2021 Gilmore & Associates, Inc. Review Memorandum**

250 King of Prussia Road Proposed Parking Structure

*Radnor Township, Delaware County, PA*

TPD No. BRS.00010

Dear Mr. Norcini:

This letter pertains to the Proposed Parking Structure associated with the 250 King of Prussia Road office building located in Radnor Township, Delaware County. The parking situation at the property has been a known problem for many years, and the current new owner is proposing to make a substantial investment to upgrade/modernize the property, including adding needed parking on site with the proposed parking structure being built atop an existing surface parking area. The parking structure is being proposed to reduce a significant nonconformity to the Township's Code parking requirements for the building. The proposed upgrade will be accompanied by a small reduction in the overall floor area of the building, so the overall amount of traffic associated with the property should not increase as a result of the proposed parking structure. If anything there may be reduction in traffic based on the small reduction in the floor area of the building and the reduced need for vehicles to circulate in and out of the site searching for a parking space, or parking remotely.

Traffic Planning and Design, Inc. (TPD) has prepared this response letter to address the review comments from Gilmore & Associates, Inc. in a memorandum dated July 13<sup>th</sup>, 2021 (attached for reference). For the discussion below, the review comments are shown in italic type, with the corresponding TPD response shown in bold and regular type:

**D. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS**

1. *§255-20.B(5) – Transportation Impact Study:*
  - a. *The northbound left turn LOS and queue at the King of Prussia Road and 250 Office Loop Road driveway during the PM peak hour is significantly worsened between the base and build condition due to the parking garage redistribution. A discussion should be provided in the report regarding this delay as well as any mitigation efforts.*

**Response:** Although construction of the parking structure will not increase the level of traffic coming to or going from the property and may, as noted above, reduce the level of traffic, we have assumed that more vehicles may now enter and exit the property via the King of Prussia Road driveway than the Radnor-Chester Road driveway because of the location of the proposed parking structure nearer to the King of Prussia Road driveway. It is noted that this location for the parking structure appears to be the only logical location for it on the site. The result of this proposed redistribution of existing traffic from one site driveway to another does not result in an increase in overall traffic but does add more projected trips at the King of Prussia Road driveway. As a result of these projections and the level of service analysis completed, during the PM peak hour only, it may take a little longer to turn left out of the site from King of Prussia Road, and there may be a few more cars waiting to make the left turn out. Fortunately, any queuing that may be experienced during the PM peak hour will occur on site and will not impede the flow of traffic on King of Prussia Road.

In order to further address this situation a Gap Study/Analysis was conducted to address the practical ability for a vehicle to turn left out of the site during this peak hour. Based on the Gap Study/analysis completed (Page 16, Table 17 of the July 1<sup>st</sup> 2021 Traffic Study), the available capacity for the exiting left turn vehicles exceed the number of vehicles exiting left. Therefore, the existing northbound approach of the Loop Road on King of Prussia Road will operate in an acceptable manner, likely better (less queue and delay) than what is depicted in the base analysis without the Gap Study/Analysis information.

Even though overall traffic is not being increased as a result of the project and the Gap Study/Analysis reveals that conditions should improve at this location, further mitigation measures were explored as well. For example, signalization of the King of Prussia driveway was considered. However, due to the spacing between this driveway and the signal already located at the nearby intersection of King of Prussia Road and Radnor-Chester Road adding a traffic signal at the driveway would likely not be approved by PennDOT, nor does it appear that traffic signal warrants would be met beyond the peak hours of traffic. As noted above, since any potential queuing would occur on site, the fact that a second driveway location on Radnor Chester Road is provided, and the Gap Study/Analysis reveals that there are sufficient gaps to turn left out, we do not believe further mitigation is needed.

- b. *All streets and/or intersections showing a Level of Service below C shall be considered deficient, and specific recommendations for the elimination of these problems shall be listed. This listing of recommended improvements shall include, but not be limited to, the following elements: internal circulation design, site access location and design, external street and intersection design and improvements and traffic signal installation and operation, including signal timing and transit-design improvements.*

**Response:** It is noted that the project is resulting in a small decrease in the floor area of the existing building on the property and the additional parking is being provided on site to reduce an existing parking nonconformity as part of the modernization of the property. Therefore, the project is not increasing traffic on the road network in the area. It should be noted that all of the study-area intersections listed below currently operate below LOS C during either the AM peak hour, the PM peak hour or both peak hours, but for the intersection of King of Prussia Road & 250 King of Prussia Road Access (site driveway).

Nonetheless, we have prepared a summary of potential improvements that could be made in order to allow the intersections which operate below LOS C at peak hours to achieve a LOS C during peak hours are as follows:

- **King of Prussia Road & Radnor Chester Road (signalized)**
  - **Widening on King of Prussia Road to provide for two (2) lanes in each direction exclusive of the existing dedicated left turn lanes at the intersection AND;**
  - **Widening of the Radnor Chester Road approach to provide for dual left turn lanes at King of Prussia Road AND;**
  - **Widening of the 201 King of Prussia Road Office Park driveway to accommodate the widening of Radnor Chester Road.**
- **King of Prussia Road & Matsonford Road (signalized)**
  - **Widening on King of Prussia Road to provide for two (2) lanes in each direction exclusive of the existing dedicated left turn lanes at the intersection AND;**
  - **Widening of the Matsonford Road approach to provide for dual left turn lanes at King of Prussia Road AND;**
  - **Widening of the Radnor Plaza driveway to accommodate the widening of Matsonford Road.**

Due to physical constraints along King of Prussia Road, including most notably, the SEPTA rail bridge, the improvements outlined above are not feasible.

- **Radnor Chester Road & Raider Road (signalized) – AM peak hour only**
  - **Widening of the northbound approach of Radnor Chester Road to provide for a dedicated right turn lane approximately 250' in length;**
- **King of Prussia Road & Raider Road (signalized)**
  - **Restriping of northbound dedicated right turn lane on King of Prussia Road to provide for a shared through/right turn lane AND;**
  - **Widening on King of Prussia Road, north of Raider Road, to provide for two (2) lanes in the northbound direction AND;**

- Widening of the southbound approach of King of Prussia Road to provide for a dedicated right turn lane to Raider Road.
- King of Prussia Road & 250 King of Prussia Road Access (unsignalized) – PM peak hour only
  - See response to comment D.1.a above.

It should also be noted that as part of the improvements agreed upon for the 145 King of Prussia Road development, a traffic adaptive system has been provided at the subject signalized intersections listed above. While it is difficult to model an adaptive system, these systems have been shown to improve the operation and efficiency in signalized corridors by upwards of 20% (i.e. reduction in delays). It is TPD's understanding the traffic adaptive system is in the process of being implemented at thirteen (13) signalized intersections within the area.

- c. *Based on traffic volumes at the accesses and the turn lane warrant analysis, we recommend that King of Prussia Road and Radnor Chester Road be restriped to include right lanes into the site. The Applicant has noted that they will work with the Township and PennDOT on this matter.*

**Response:** Will comply. The Applicant will provide the striping and associated signage for the existing right turn lanes into the site at both the King of Prussia Road access, as well as the Radnor Chester Road access.

- 2. *§280-63.D(5) – Parking spaces within structures may be reduced to not less than nine feet in width by 19 feet in depth. The plans show the spaces within the structure as 9 feet wide by 18 feet. Revise the spaces within the parking structure for the 9 feet by 19 feet dimensions.*

**Response:** Will comply. The Site Plan and the Architectural Floor Plans have been revised to show the required stall dimensions.

## E. GENERAL COMMENTS

- 1. *We understand the parking will be improved from existing conditions but the total required spaces will still not be met. We defer to the Solicitor regarding the need for a variance.*

**Response:** The project proposes an improvement to an existing non-conformity and therefore a Variance is not required.

- 2. *Provide additional signage and pavement markings to indicate how vehicular traffic circulation will be directed within the parking garage. Clearance height signage should also be provided and detailed on the plans.*

**Response:** Will comply. The Architectural floorplan has been revised to provide additional paint markings for wayfinding.

- 3. *Update the construction notes to indicate how construction vehicles will access the site (either via the existing Radnor Chester Road access or the King of Prussia Road access). Provide vehicle turning templates for construction vehicles accessing the existing site*

*driveway that will be used during construction. Include notes regarding the installation of appropriate signage restricting construction vehicles to certain entrances, if required. The applicant has indicated they will submit any construction circulation/staging plans for review upon approval of zoning variances and stormwater waivers that could affect the site layout and/or parking structure design.*

**Response: Will comply. The Applicant will provide the requested construction logistics exhibits as part of the Grading Permit Application.**

4. *Provide a detail for a typical parking space as well as gore area striping.*

**Response: Will comply. The Site Plan has been revised to include the requested detail.**

5. *Reverse the direction of the gore area striping adjacent to the northern garage entrance.*

**Response: Will comply. The Site Plan and Architectural Floor Plans have been revised to correct the direction of the gore striping.**

Sincerely,

TRAFFIC PLANNING AND DESIGN, INC.



Matthew I. Hammond, P.E.

Executive Vice President

mhammond@TrafficPD.com

Attachment: July 13<sup>th</sup>, 2021 Gilmore & Associates, Inc. Review Memo

CC: Radnor Township Planning Commission  
Damon Drummond, P.E., PTOE, Gilmore & Associates, Inc.  
Leslie Salsbury, P.E., Gilmore & Associates, Inc.  
Kevin Kochanski, ASLA, R.L.A., Radnor Township  
Roger Phillips, P.E., Gannett Fleming, Inc.  
Patti Kaufman, Gannett Fleming, Inc.  
Mary Eberle, Esq., Grim, Biehn & Thatcher  
Joe Traynor, Brandywine Realty Trust  
Alex Tweedie, P.E., Landcore Engineering Consultants, P.C.  
Robert Tucker, Esq., Kaplin Stewart  
George Broseman, Esq., Kaplin Stewart  
Greg Richardson, P.E., TPD



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**MEMORANDUM**

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**Date:** July 13, 2021

**To:** Steve Norcini, P.E.  
Radnor Township Engineer

**From:** Damon Drummond, P.E., PTOE  
Senior Transportation Engineer

**cc:** Kevin Kochanski, ASLA, R.L.A. – Director of Community Development  
Roger Phillips, P.E. – Gannett Fleming, Inc.  
Leslie Salisbury, P.E. – Gilmore and Associates, Inc.

**Reference:** 250 King of Prussia Road Proposed Parking Structure  
Preliminary/Final Land Development Plan Review #3  
Radnor Township, Delaware County, PA  
G&A #21-03007

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Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

**A. BACKGROUND**

The applicant proposes to demolish a portion of the existing parking lot and construct a 2-story parking garage for the office building at 250 King of Prussia Road.

**B. DOCUMENTS REVIEWED**

1. Preliminary/Final Land Development Plan prepared by Landcore Engineering Consultants, P.C., consisting of 12 sheets and dated February 18, 2021, last revised July 7, 2021.
2. 250 King of Prussia Road submission letter, prepared by Landcore Engineering dated July 7, 2021.
3. Transportation Impact Assessment, prepared by Traffic Planning and Design, Inc., dated July 2, 2021.

**C. REQUESTED WAIVERS**

1. §255-12.A – The Applicant is requesting a waiver to permit preliminary and final land development to be filed as a single application.

2. §255-20.B(1)(n) – The Applicant is requesting a waiver from showing existing improvements within 500 feet of the project site.
3. §255-29.A(6) – The Applicant is requesting a waiver to permit more than 10 continuous parking spaces without a curbed landscaping island.
4. §255-29.B – The Applicant is requesting a waiver of the parking lot landscape requirements.
5. §255-43.1 – The Applicant is requesting a waiver of the park and recreation land/fee requirements.

#### **D. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS**

1. §255-20.B(5) – Transportation Impact Study:
  - a. The northbound left turn LOS and queue at the King of Prussia Road and 250 Office Loop Road driveway during the PM peak hour is significantly worsened between the base and build condition due to the parking garage redistribution. A discussion should be provided in the report regarding this delay as well as any mitigation efforts.
  - b. All streets and/or intersections showing a Level of Service below C shall be considered deficient, and specific recommendations for the elimination of these problems shall be listed. This listing of recommended improvements shall include, but not be limited to, the following elements: internal circulation design, site access location and design, external street and intersection design and improvements and traffic signal installation and operation, including signal timing and transit-design improvements.
  - c. Based on traffic volumes at the accesses and the turn lane warrant analysis, we recommend that King of Prussia Road and Radnor Chester Road be restriped to include right lanes into the site. The Applicant has noted that they will work with the Township and PennDOT on this matter.
2. §280-63.D(5) – Parking spaces within structures may be reduced to not less than nine feet in width by 19 feet in depth. The plans show the spaces within the structure as 9 feet wide by 18 feet. Revise the spaces within the parking structure for the 9 feet by 19 feet dimensions.

#### **E. GENERAL COMMENTS**

1. We understand the parking will be improved from existing conditions but the total required spaces will still not be met. We defer to the Solicitor regarding the need for a variance.
2. Provide additional signage and pavement markings to indicate how vehicular traffic circulation will be directed within the parking garage. Clearance height signage should also be provided and detailed on the plans.
3. Update the construction notes to indicate how construction vehicles will access the site (either via the existing Radnor Chester Road access or the King of Prussia Road access). Provide vehicle turning templates for construction vehicles accessing the existing site driveway that will be used during construction. Include notes regarding the installation of appropriate signage restricting construction

vehicles to certain entrances, if required. **The applicant has indicated they will submit any construction circulation/staging plans for review upon approval of zoning variances and stormwater waivers that could affect the site layout and/or parking structure design.**

4. Provide a detail for a typical parking space as well as gore area striping.
5. Reverse the direction of the gore area striping adjacent to the northern garage entrance.

DAD/las



*Excellence Delivered **As Promised***

**Date:** July 19, 2021

**To:** Steve Norcini, PE Township Engineer

**From:** Roger Phillips, PE

**cc:** Kevin W. Kochanski, RLA, CZO – Director of Community Development  
Mary Eberle, Esq. – Grim, Biehn, and Thatcher  
Damon Drummond, PE – Gilmore & Associates, Inc.  
Patricia Sherwin – Radnor Township Engineering Department

**RE:** 250 King of Prussia Road

Date Accepted: 03/01/2021  
90 Day Review: 05/30/2021 extended to 09/30/2021

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Gannett Fleming, Inc. has completed a review of the Preliminary/Final Land Development Plan for the above reference project for compliance with the Radnor Township Code. The Plans were reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The applicant is proposing to construct a parking structure over an existing surface parking lot at the above location. This property is located within the PLO district of the Township.

The applicant appeared before the Zoning Hearing Board June 3, 2021. The applicant has requested variances to the following:

1. §280-64.C – To permit (i) a setback of 43.38 feet (+/-) opposite King of Prussia Road and (ii) a setback of 17.16 feet (+/-) opposite Radnor Chester Road.
2. §280-64.B – To allow a building/structure area of 42.2% (+/-)
3. §280-64.B – To allow a landscaped area of 29.4%
4. Any other relief deemed necessary for the project.

On July 17, 2021 the applicant received the attached Zoning Relief.

The applicant has indicated on the plans that the following waivers are being requested:

1. §245-22 – Ground water recharge
2. §255-12.A – To permit preliminary and final land development to be filed as a single application.
3. §255-20.B(1)(n) – From showing existing improvements within 50 feet of the project site.

**Gannett Fleming, Inc.**

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402  
t: 610.650.8101 • f: 610.650.8190  
[www.gannettfleming.com](http://www.gannettfleming.com)

4. §255-29.A(6) – To permit more than 10 continuous parking spaces without a curbed landscape island.
5. §255-29.B – To waive parking lot landscape requirements.
6. §255-43-1 – To waive park and recreation land/fee requirements.

BDN 250 King of Prussia I, LP – Proposed Parking Structure

Plans Prepared By: Landcore Engineering Consultants, P.C.

Dated: 02/18/2021, and last revised 07/07/2021

Zoning

1. §280-63.A – 40 to 100% of the gross floor area may be used or occupied for (1) Scientific or industrial research (2) office building, including medical, dental, professional and sales. The applicant has indicated on the plans that the proposed medical office use will be 70% and the proposed office use will be 30%.
2. §280-63.D(5) – A parking structure, when constructed as an accessory structure for the purpose of eliminating allowable surface parking is allowed. Parking spaces within structures may be reduced to no less than nine feet in width by 19 feet in depth, exclusive of aisles. The applicant has dimensioned the spaces to the 9 x 19 of the plans. The 250 King of Prussia Road Garage plans dimension the width of the space, but not the length. The length must be dimensioned on the plans.
3. §280-64.A – Every lot on which a building or a combination of buildings is hereafter erected or used shall have a lot area of not less than 10 acres, and such lot shall not be less than 300 feet at the building line. This is an existing non-conformity that the applicant wishes to continue.
4. §280-64.B – No more than 30% of the area of any lot may be occupied by building and structures, and not less than 45% of the total lot area, exclusive of those areas within the public right-of-way, shall be devoted to land landscaping. The applicant is requesting a variance to allow a building/structure area of 42.2% (+/-). The existing facility is currently 32.5%
5. §280-64.B – No more than 30% of the area of any lot may be occupied by building and structures, and not less than 45% of the total lot area, exclusive of those areas within the public right-of-way, shall be devoted to landscaping. The applicant is requesting a variance to allow a landscaped area of 29.4%. The existing landscaped area is 31.7%.
6. §280-64.C – No building or accessory structure shall be located less than 150 feet from, a street right-of-way line nor less than 200 feet from a side or rear property line and surface parking area, driveway, service or interior roadway with the exception of approved areas

for vehicular access, shall be located less than 75 feet from a street right-of-way or other property line. The applicant has requested a variance to permit (i) a setback of 43.39 or 43.56 (zoning table) feet (+/-) opposite King of Prussia Road and (ii) a setback of 17.16 feet (+/-) opposite Radnor Chester Road. The existing setbacks are (i) 74.5 and (ii) 233.6 feet.

7. The zoning table indicates that a variance was granted for the proposed project to have a minimum stall size of 8 x 15. This must be revised to indicate that this is a variance previously granted for existing parking on the site and does not apply to new parking created under this plan.
8. A listing of all the variances granted by the ZHB in the decision dated July 17, 2021 must be clearly shown on the plans.
9. §280-65.1 – Along each street line, a landscaped strip not less than 75 feet in width shall be provided, except for necessary sidewalks and accessways crossing the strip. This is an existing non-conformity that the applicant wishes to continue.
10. §280-105.E – All outside lighting including sign lighting shall be directed in such a way as not to create nuisance in any agricultural, institutional or residential district, and in every district all such lighting shall be arranged so as to protect the street or highway and adjoining property from direct glare or hazardous interference of any kind. Any luminary shall be equipped with some type of glare shielding device approved by the Township Engineer. The height of any luminary shall not exceed 25 feet. The lighting plan has been revised to indicate that the lights will be full cut off.

#### Subdivision and Land Development

1. §255-12.A – The applicant has submitted this plan as a Preliminary/Final Land Development plan. The applicant has requested the land development application to proceed and be reviewed as a single preliminary/final land development plan. A waiver has been requested from this requirement.
2. §255-20.B(1)(n) – Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans. The applicant has requested a waiver from this requirement.
3. §255-29-A(6) – No more than 10 parking spaces shall be permitted in a continuous row without being interrupted by landscaping and concrete curb. There are proposed parking spaces that have more than 10 parking spaces in a row. The applicant has requested a waiver from this requirement.

4. §255-29-B – All parking areas shall have at least one tree 2 ½ inches minimum in caliper for every five parking spaces in single bays and one tree 2 ½ inches in caliper for every 10 parking spaces in double bays. The applicant is providing 11 single bay parking spaces and 2 trees. Three trees are required ( $11/2 = 2.2$ ). The applicant must provide one additional tree.
5. §255-43.1.B(2) – For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreational area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee in lieu of \$3,307 per 6,400 square feet of floor area (existing or proposed). The applicant has requested a waiver from this requirement.

Stormwater

1. §245-27.J - Underground stormwater management systems must be designed to store the two- through one-hundred-year storms within a pipe or other open system that will permit the inspection and maintenance of the system. The entire storm must be placed in the pipe (i.e., the stone bedding around the pipe is not to be included in the volume calculations). It is unclear if the proposed stormwater management system adequately provides for the §245-23 Water Quality volume. The elevation of Orifice No. 2 is not present on the Rain Garden RG-01 Outlet Structure Detail on Sheet 10 of the plan set, nor is it identified or modeled in the hydrograph report. Please revise the detail to identify the elevation of this orifice, and revise the hydrograph report to identify and model this orifice. Please ensure the system can accommodate the required volume within the rain garden, as measured from the bottom of rain garden up to the invert of the lowest rain garden orifice. The volume of the underground storage bed can also be included, as measured from the invert of the underground storage bed distribution pipe to the invert of the lowest rain garden orifice.
2. Sheet 6 – Grading & Drainage Plan – Please revise the Structure Table to provide a line for Structure ST-32.
3. Page 4 of the stormwater report states that “A waiver from section 405 is requested due to the infeasibility of infiltration” but this is the incorrect section. Please revise this statement to indicate the waiver is being requested from §245-22.
4. The hydrograph report identifies Subcatchments 1S: To UG-01, A1: To RG-01, and A2: Bypass, but the Proposed Conditions Drainage Area Map only shows drainage areas for A1 and A2. Please revise the drainage area map to show the 1S drainage area and ensure that all drainage areas on the maps are consistent with those in the hydrograph reports.

5. The 50-yr hydrograph report for UG-01 indicates an inflow of 4.67 cfs but an outflow of 4.76 cfs. Please clarify or revise this hydrograph to provide an outflow equal or less than that of the inflow.
6. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at this time.

Sanitary Sewer

1. All utilities crossing the sanitary sewer must be shown in the profile view. The water line connection to the garage must be shown in the sanitary sewer profile view.

General

1. The applicant must appear before the Shade Tree Commission and gain approval prior to this plan being presented to the Board or Commissioners. The applicant is on the July 21, 2021 agenda.
2. The length of the parking spaces provided in the parking structure plans must be dimensioned.
3. A detail for the retaining wall must be provided.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.



Roger A. Phillips, P.E.  
Senior Project Manager

**RADNOR TOWNSHIP ZONING HEARING BOARD**

**APPEAL NO. 3097**

**APPEAL OF BDN 250 King of Prussia, LP (“Applicant”)**, regarding the property located at 250 King of Prussia Road (“Premises”) and zoned Planned Laboratory Office (“PLO”).

**DECISION OF THE ZONING HEARING BOARD**

**Relief Requested**

1. The Applicant seeks to renovate the existing structure and construct a new parking garage on the Premises (“Proposed Renovations and Garage”).
2. To permit the construction of the Proposed Renovations and Garage, the applicant requests a variance from the setback requirements of Zoning Code Section 280-64(C), and the building and landscaping area requirements of Zoning Code Section 280-64(B).

**Findings of Fact**

1. This application involves the property located at 250 King of Prussia Road (“Premises”) and zoned PLO.
2. Testimony and evidence were presented at the properly noticed hearing held on June 3, 2021.
3. Applicant’s Exhibits A-1 through A-6 were entered into the record at the June 3, 2021 hearing (June 3, 2021 Hearing Transcript, 83:23 -84:6).
4. The Premises currently has 92 underground parking garage spaces and 281 surface parking spaces. (*Id.*, 16:14-17).
5. Based on the existing mix use of the Premises for medical and professional offices, the Code requires 936 parking spaces. (*Id.*, 17:3-6).
6. The current ratio of parking spaces per 1,000 square feet of rentable floor area is approximately 2.2 parking spaces per 1,000 square feet of rentable space.
7. As per the testimony of applicant’s witness, the real estate office market for the Premises requires a minimum of 3 parking spaces per 1,000 square feet of rentable space. (*Id.*, 18:5-7).
8. The applicant’s several other office buildings located in Radnor Township average 3.2 to 3.3 parking spaces per 1,000 square feet of rentable space. (*Id.*, 18:1-4).
9. The Proposed Renovations and Garage will not increase the square footage of the existing office building. (*Id.*, 22:1-6).

10. The Proposed Renovations and Garage will result in 529 parking spaces and a 3.1 per 1,000 square feet parking ratio. (*Id.* 24:6-9).

11. The Proposed Garage will require variance relief to permit a setback of approximately 43.39 feet opposite King of Prussia Road and a setback of approximately 17.16 feet opposite Radnor Chester Road. (*Id.*, 50:10-17).

12. The existing lot size and nonconformities of the Premises make the requested relief the only feasible means of constructing a parking structure on the Premises. (*Id.*, 53:18 – 54:2).

13. The Proposed Renovations and Garage will reduce the existing landscaped area to 29.4 percent of the Premises. (*Id.*, 55:1-5).

14. The Proposed Renovations and Garage will increase the existing building area to 42.2 percent of the Premises. (*Id.*, 4:12-15).

15. During public comment, opposition was presented against the applicant's requested relief in the form of live testimony and written letters entered into the record.

### **Conclusions of Law**

1. Based on the testimony and exhibits presented, the lot size and existing nonconformities of the Premises present an undue hardship to the applicant's use of the Premises.

2. The Proposed Renovations and Garage are necessary to reasonably carry out the applicant's permitted use of the Premises.

3. The granting of the variance will not alter the essential character of the neighborhood nor substantially or permanently impair the appropriate use of adjacent properties.

4. The granting of the variance will represent the minimum deviation that will afford relief and will represent the least modification possible of the Zoning Code.

5. The granting of the variance will in no way injure the public health, safety, morals and general welfare of the Township.

6. The granting of the variance is necessary to implement the purposes of the Municipal Planning Code and the Zoning Code.

### **Order**

Based on the testimony and exhibits entered into and made part of the record before the Board, and for the reasons set forth on the record, the applicant's requests are hereby **GRANTED**, and the Board hereby determines that:

1. Variance relief from the setback requirements of Zoning Code Section 280-64(C) are hereby **GRANTED** to permit the construction of the Proposed Renovations and Garage;
2. Variance relief from building and landscaped area requirements of Zoning Code Section 280-64(B) are hereby **GRANTED** to permit the construction of the Proposed Renovations and Garage;
3. This Order only permits the Proposed Renovations and Garage in the precise manner, location, and dimensions consistent with and as shown in the exhibits and testimony entered into and made part of the record;
4. Relief is granted only with respect to the setback, building, and landscape area requirements in Zoning Code Sections 280-64(C) and 280-64(B); and
5. No relief is granted with respect to any other provisions of the Zoning Code.

**BY ORDER OF THE ZONING HEARING BOARD**

**/s/ JOHN F. REILLY, CHAIRMAN**

**/s/ GEORGE F. NAGLE, VICE CHAIRMAN**

**/s/ JOHN A. LORD, MEMBER**

**/s/ JOHN NAGLE, ALTERNATE**

**Board Member Richard J. Weitzman voted against the requested relief.**

**Board Member Bradley Delizia and Alternate Jamie Forman were absent during the June 3, 2021 hearing on this matter.**

DATED: June 3, 2021

MAILED: July 17, 2021

**THIS DECISION WILL EXPIRE IF THE APPLICANTS FAIL TO OBTAIN A BUILDING PERMIT WITHIN SIX MONTHS OF THIS DATE: July 17, 2021.**



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**MEMORANDUM**

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**Date:** July 13, 2021

**To:** Steve Norcini, P.E.  
Radnor Township Engineer

**From:** Damon Drummond, P.E., PTOE  
Senior Transportation Engineer

**cc:** Kevin Kochanski, ASLA, R.L.A. – Director of Community Development  
Roger Phillips, P.E. – Gannett Fleming, Inc.  
Leslie Salisbury, P.E. – Gilmore and Associates, Inc.

**Reference:** 250 King of Prussia Road Proposed Parking Structure  
Preliminary/Final Land Development Plan Review #3  
Radnor Township, Delaware County, PA  
G&A #21-03007

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Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

**A. BACKGROUND**

The applicant proposes to demolish a portion of the existing parking lot and construct a 2-story parking garage for the office building at 250 King of Prussia Road.

**B. DOCUMENTS REVIEWED**

1. Preliminary/Final Land Development Plan prepared by Landcore Engineering Consultants, P.C., consisting of 12 sheets and dated February 18, 2021, last revised July 7, 2021.
2. 250 King of Prussia Road submission letter, prepared by Landcore Engineering dated July 7, 2021.
3. Transportation Impact Assessment, prepared by Traffic Planning and Design, Inc., dated July 2, 2021.

**C. REQUESTED WAIVERS**

1. §255-12.A – The Applicant is requesting a waiver to permit preliminary and final land development to be filed as a single application.

2. §255-20.B(1)(n) – The Applicant is requesting a waiver from showing existing improvements within 500 feet of the project site.
3. §255-29.A(6) – The Applicant is requesting a waiver to permit more than 10 continuous parking spaces without a curbed landscaping island.
4. §255-29.B – The Applicant is requesting a waiver of the parking lot landscape requirements.
5. §255-43.1 – The Applicant is requesting a waiver of the park and recreation land/fee requirements.

#### **D. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS**

1. §255-20.B(5) – Transportation Impact Study:
  - a. The northbound left turn LOS and queue at the King of Prussia Road and 250 Office Loop Road driveway during the PM peak hour is significantly worsened between the base and build condition due to the parking garage redistribution. A discussion should be provided in the report regarding this delay as well as any mitigation efforts.
  - b. All streets and/or intersections showing a Level of Service below C shall be considered deficient, and specific recommendations for the elimination of these problems shall be listed. This listing of recommended improvements shall include, but not be limited to, the following elements: internal circulation design, site access location and design, external street and intersection design and improvements and traffic signal installation and operation, including signal timing and transit-design improvements.
  - c. Based on traffic volumes at the accesses and the turn lane warrant analysis, we recommend that King of Prussia Road and Radnor Chester Road be restriped to include right lanes into the site. The Applicant has noted that they will work with the Township and PennDOT on this matter.
2. §280-63.D(5) – Parking spaces within structures may be reduced to not less than nine feet in width by 19 feet in depth. The plans show the spaces within the structure as 9 feet wide by 18 feet. Revise the spaces within the parking structure for the 9 feet by 19 feet dimensions.

#### **E. GENERAL COMMENTS**

1. We understand the parking will be improved from existing conditions but the total required spaces will still not be met. We defer to the Solicitor regarding the need for a variance.
2. Provide additional signage and pavement markings to indicate how vehicular traffic circulation will be directed within the parking garage. Clearance height signage should also be provided and detailed on the plans.
3. Update the construction notes to indicate how construction vehicles will access the site (either via the existing Radnor Chester Road access or the King of Prussia Road access). Provide vehicle turning templates for construction vehicles accessing the existing site driveway that will be used during construction. Include notes regarding the installation of appropriate signage restricting construction

vehicles to certain entrances, if required. **The applicant has indicated they will submit any construction circulation/staging plans for review upon approval of zoning variances and stormwater waivers that could affect the site layout and/or parking structure design.**

4. Provide a detail for a typical parking space as well as gore area striping.
5. Reverse the direction of the gore area striping adjacent to the northern garage entrance.

DAD/las

**Robert M. Tucker**  
Direct Dial: (610) 941-2484  
Direct Fax: (610) 684-2006  
Email: [rtucker@kaplaw.com](mailto:rtucker@kaplaw.com)  
[www.kaplaw.com](http://www.kaplaw.com)

July 20, 2021

**VIA EMAIL ([SNORCINI@RADNOR.ORG](mailto:SNORCINI@RADNOR.ORG))**

Stephen Norcini, P.E.  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087

**RE: Preliminary/Final Land Development Application  
250 King of Prussia Road – Parking Structure**

Dear: Mr. Norcini

On behalf of our client, BDN 250 King of Prussia 1, LP, I hereby grant the Township Board of Commissioners an extension of time until September 30, 2021 in which to render a decision on the pending preliminary/final plan application for the above-referenced property in accordance with the Pennsylvania Municipalities Planning Code.

Please let us know if you need any further information at this time.

Sincerely,



Robert M. Tucker

RMT:RMT

cc: Joseph Traynor  
George Broseman  
Patricia Kaufman (via email [pkaufman@gfnet.com](mailto:pkaufman@gfnet.com))



**MAILING ADDRESS**  
**(for all Offices):**  
P.O. Box 37635 #56287  
PHILADELPHIA, PA 19101-0635  
Phone: (215) 836-2510  
[LANDCOREconsulting.com](http://LANDCOREconsulting.com)

July 7, 2021  
Via E-mail & Fed-Ex

**Radnor Township**  
301 Iven Avenue  
Wayne, PA 19087

**Attention: Stephen F. Norcini, PE**  
**Township Engineer**

**RE: Prelim/Final Land Development Resubmission**  
**250 King of Prussia Rd – Parking Structure**  
250 King of Prussia Road  
Radnor Twp, Delaware County, PA  
*LEC File #200002*

Dear Mr. Norcini:

On behalf of the project applicant, **BDN 250 King of Prussia I, LP**, enclosed please find documents and supporting information as required by Township of Radnor for the resubmission of the **Preliminary/Final Land Development Application** for the above referenced property. The following is a summary of the items being submitted:

- One (1) copy of the **“Preliminary/Final Land Development Plan”** prepared by our office, dated February 18, 2021, last revised July 7, 2021.
- One (1) copy of the **“Stormwater Management Report”** prepared by our office, dated February 19, 2021, last revised June 22, 2021.
- One (1) copy of the **“Transportation Impact Assessment”** prepared by Traffic Planning and Design, Inc, dated July 1, 2021.
- One (1) copy of the **“Parking Garage Architectural Plans”**, Prepared by Norr, dated April 30, 2021.
- One (1) **“Digital Thumb Drives”** of the Submission Documents.

We have revised the Plans and supporting Reports in accordance with the Township Engineer’s June 1, 2021 comment letter and the Township Traffic Engineer’s May 28, 2021 comment letter. We offer the following responses in corresponding order:

**Township Engineer Comments dated June 1, 2021.**

*Zoning*

1. No Response necessary.
2. The parking structure proposes 9X19 parking stalls in accordance with this code section. We have revised the plans so that all proposed surface parking is dimensioned at the 9.5X20 required size.
3. No Response necessary.
4. No Response necessary.
5. No Response necessary.

6. No Response necessary.
7. We have revised the plans to eliminate all references to the 3<sup>rd</sup> story of the parking structure, and the structure height has been revised accordingly.
8. No Response necessary.
9. We have revised the lighting plan to include the full cutoff labels as necessary to clarify the proposed shielding.
10. We have reviewed the project area, and none of the existing grades meet the code definition of steep slopes.

#### *Subdivision and Land Development*

1. The noted Waiver is being requested.
2. The noted Waiver is being requested.
3. The Grading and Landscape Plans are included with this resubmission.
4. The parking structure proposes 9X19 parking stalls in accordance with 280-63.D.(5). We have revised the plans so that all proposed surface parking is dimensioned at the 9.5X20 required size.
5. The noted Waiver is being requested, but only within the limits of the parking structure.
6. The noted Waiver is being requested, but only within the limits of the parking structure.
7. We have revised the Landscape Plan to propose the required Street Trees, after discussion with the Shade Tree Commission.
8. The Applicant requests an interpretation on the applicability of the Park and Rec area. As this project does not propose any floor area, and only a Structure is proposed, it is our belief that this project is not required to provide any park and recreation area as part of this redevelopment.

#### *Stormwater*

1. The Applicant intends to start construction once all Municipal Approvals are obtained. An estimated schedule has been added to the Grading Plan.
2. The Plans have been revised to include the SWM Waiver and the SWM report has been revised to include the Geotechnical Report, as requested.
3. We have revised the Rain Garden as requested. Due to this revision an additional underground basin has been included to provide the necessary peak rate control.
4. We have revised the Plans/Report, as requested.
5. We have revised the Plans/Report, as requested.
6. We have revised the Plans/Report, as requested.
7. We have revised the Plans/Report, as requested.
8. We have revised the Plans/Report, as requested.
9. We have revised the Plans/Report, as requested.
10. We have revised the Plans/Report, as requested.
11. We have revised the Plans/Report, as requested.
12. We have revised the Plans/Report, as requested.
13. We have revised the Plans/Report, as requested.
14. We have revised the Plans/Report, as requested.
15. Noted.

#### *Sanitary Sewer*

1. We have revised the profile to include the water lateral.
2. We have revised the profile to correct the Manhole Rim elevations.
3. We have revised the plans to include the provided Sanitary Sewer Detail.

#### *General*

1. The Applicant attended the Shade Tree Commission and has revised the Plans accordingly.
2. The requested Parking Structure Architectural Drawings have been submitted.

**Township Traffic Engineer Comments dated May 28, 2021**

*Subdivision and Land Development Comments*

1. We have revised the Transportian Impact Assessment, as follows:
  - a. The 145 King of Prussia Road report, and associated traffic counts, are included in Appendix C & D of the revised Traffic Impact Assessment.
  - b. Table 8 has been revised.
  - c. The equations in Table 8 have been revised.
  - d. The equations in Table 9 have been revised. However, this issue is moot, as the traffic volumes utilized in the revised study are based on actual counts which included the traffic for 250 King of Prussia Road at full occupancy.
  - e. Per coordination with Gilmore & Associates through a coordination call on June 8<sup>th</sup>, 2021 and subsequent email correspondence on June 23<sup>rd</sup>, 2021, a revised methodology and analysis scenario was agreed upon and implemented with the revised Traffic Study.
  - f. This information has been included within the revised Traffic Study. It should also be noted that as part of the improvements agreed upon for the 145 King of Prussia Road development, a traffic adaptive system has been provided at the subject signalized intersections. While it is difficult to model an adaptive system, these systems have been shown to improve the operation and efficiency in signalized corridors by upwards of 20% (i.e. reduction in delays). It is TPD's understanding the traffic adaptive system is in the process of being implemented at thirteen (13) signalized intersections within the area.
  - g. Due to the construction of the parking structure, the existing trips to/from the property have been redistributed resulting in additional queues and delays to the northbound Loop Road approach. A number of mitigation strategies were reviewed, most notably the potential for signalization. However, due to the spacing of the existing traffic signal at King of Prussia Road and Radnor Chester Road, provision of a traffic signal at the subject intersection would likely not be approved by PennDOT, nor does it appear that traffic signal warrants would be met. It should also be noted that the northbound approach provides for two approach lanes (a dedicated left turn lane and a right lane), therefore widening to this approach will not improve the queues/delays. However, it should be noted that a Gap Study was performed in order to "calibrate" the analysis completed, especially for the northbound approach. Based on the Gap Study completed (Page 16, Table 17), the available capacity for the exiting left turn vehicles exceed the anticipated number of vehicles exiting left. Therefore, the existing northbound approach of the Loop Road on King of Prussia Road, will operate in an acceptable manner, likely better (less queue and delay) than what is depicted in the analyses completed.
  - h. As can be seen within the revised Traffic Study, there are a number of streets and intersections which operate below a Level of Service C in existing conditions. These streets and intersections operated below a LOS C when 250 King of Prussia Road was at full occupancy. The construction of the proposed parking structure associated with 250 King of Prussia Road, will not generate any additional trips beyond those previously included in the 145 King of Prussia Road Traffic Study, therefore there should be a minimal, if any, impact on the roadway network due to the subject project. Furthermore, as stated in the response to comment #D.1.f, a traffic adaptive system has been proposed at the subject signalized intersections, as part of the 145 King of Prussia Road development. While it is difficult to model an adaptive system, these systems have been shown to improve the operation and efficiency in signalized corridors by upwards of 20% (i.e. reduction in delays). It is TPD's understanding the traffic adaptive system is in the process of being implemented at thirteen (13) signalized intersections within the area.

- i. Will comply, subject to PennDOT approval. As there are currently right turn lanes at both locations referenced, the Applicant will work with the Township and PennDOT to provide for striping to better delineate the existing right turn lanes.
  - j. Additional detail in regards to the internal circulation has been included in the revised Traffic Study.
2. The parking structure proposes 9X19 parking stalls in accordance with 280-63.D.(5). We have revised the plans so that all proposed surface parking is dimensioned at the 9.5X20 required size.
  3. We have revised the plans to correct the ADA ramp elevations and to include DWS, as requested.
  4. We have revised the plans to label striping and signage.

*General Comments*

1. We have revised the plans to eliminate all references to the 3<sup>rd</sup> story of the parking structure, and the structure height has been revised accordingly.
2. We have revised the plan to remove the exit only driveways, as requested. We have also eliminated the parking stalls, as requested.
3. The Turning Template Plan shows the ground and upper level(s) parking circulation, as requested.
4. We have revised the plans to include a tabulation of the ADA parking. We have also removed the existing non-conforming ADA stalls as they are not needed.
5. The Applicant will submit any construction circulation/staging plans for review, upon approval of Zoning Variances and Stormwater Waivers that could affect Site Layout and/or Parking Structure Design.
6. We have revised the Site Plan to label all parking striping and dimension details.

Should you have any questions or comments regarding this or any other matter, please do not hesitate to contact our office.

Very truly yours,  
**LANDCORE Engineering Consultants, PC**



D. Alexander Tweedie, PE  
Sr. Project Manager

**Robert M. Tucker**  
Direct Dial: (610) 941-2484  
Direct Fax: (610) 684-2006  
Email: [rtucker@kaplaw.com](mailto:rtucker@kaplaw.com)  
[www.kaplaw.com](http://www.kaplaw.com)

June 14, 2021

**VIA EMAIL ([SNORCINI@RADNOR.ORG](mailto:SNORCINI@RADNOR.ORG))**

Stephen Norcini, P.E.  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087

**RE: Preliminary/Final Land Development Application  
250 King of Prussia Road – Parking Structure**

Dear: Mr. Norcini

On behalf of our client, BDN 250 King of Prussia 1, LP, I hereby grant the Township Board of Commissioners an extension of time until July 30, 2021 in which to render a decision on the pending preliminary/final plan application for the above-referenced property in accordance with the Pennsylvania Municipalities Planning Code.

Please let us know if you need any further information at this time.

Sincerely,



Robert M. Tucker

RMT:RMT

cc: Joseph Traynor  
George Broseman  
Patricia Kaufman (via email [pkaufman@gfnet.com](mailto:pkaufman@gfnet.com))



*Excellence Delivered **As Promised***

**Date:** June 1, 2021

**To:** Steve Norcini, PE Township Engineer

**From:** Roger Phillips, PE

**cc:** Kevin W. Kochanski, RLA, CZO – Director of Community Development  
Mary Eberle, Esq. – Grim, Biehn, and Thatcher  
Damon Drummond, PE – Gilmore & Associates, Inc.  
Patricia Sherwin – Radnor Township Engineering Department

**RE:** 250 King of Prussia Road

Date Accepted: 03/01/2021

90 Day Review: 05/30/2021 extended to 06/30/2021

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Gannett Fleming, Inc. has completed a review of the Preliminary/Final Land Development Plan for the above reference project for compliance with the Radnor Township Code. The Plans were reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The applicant is proposing to construct a parking structure over an existing surface parking lot at the above location. This property is located within the PLO district of the Township.

The applicant appeared before the Zoning Hearing Board June 3, 2021. The applicant has requested variances to the following:

1. §280-64.C – To permit (i) a setback of 43.38 feet (+/-) opposite King of Prussia Road and (ii) a setback of 17.16 feet (+/-) opposite Radnor Chester Road.
2. §280-64.B – To allow a building/structure area of 42.2% (+/-)
3. §280-64.B – To allow a landscaped area of 29.4%
4. Any other relief deemed necessary for the project.

The applicant has indicated on the plans that the following waivers are being requested:

1. §255-12.A – To permit preliminary and final land development to be filed as a single application.
2. §255-20.B(1)(n) – From showing existing improvements within 50 feet of the project site.
3. §255-29.A(1) – To permit 9x19 parking spaces where 9.5 x 20 are required.
4. §255-29.A(6) – To permit more than 10 continuous parking spaces without a curbed landscape island.
5. §255-29.B – To waive parking lot landscape requirements.
6. §255-38.B – To waive street tree planting requirements
7. §255-43-1 – To waive park and recreation land/fee requirements.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402

t: 610.650.8101 • f: 610.650.8190

www.gannettfleming.com

The applicant has indicated in the response letter from Landcore Engineering dated May 20, 2021 that the following waiver is being requested:

1. §245-22 – Ground water recharge

BDN 250 King of Prussia I, LP – Proposed Parking Structure

Plans Prepared By: Landcore Engineering Consultants, P.C.

Dated: 02/18/2021, and last revised 05/19/2021

Zoning

1. §280-63.A – 40 to 100% of the gross floor area may be used or occupied for (1) Scientific or industrial research (2) office building, including medical, dental, professional and sales. The applicant has indicated on the plans that the proposed medical office use will be 70% and the proposed office use will be 30%.
2. §280-63.D(5) – A parking structure, when constructed as an accessory structure for the purpose of eliminating allowable surface parking is allowed. Parking spaces within structures may be reduced to no less than nine feet in width by 19 feet in depth, exclusive of aisles. The applicant has dimensioned the spaces to the 9 x 19 of the plans.
3. §280-64.A – Every lot on which a building or a combination of buildings is hereafter erected or used shall have a lot area of not less than 10 acres, and such lot shall not be less than 300 feet at the building line. This is an existing non-conformity that the applicant wishes to continue.
4. §280-64.B – No more than 30% of the area of any lot may be occupied by building and structures, and not less than 45% of the total lot area, exclusive of those areas within the public right-of-way, shall be devoted to land landscaping. The applicant is requesting a variance to allow a building/structure area of 42.2% (+/-). The existing facility is currently 32.5%
5. §280-64.B – No more than 30% of the area of any lot may be occupied by building and structures, and not less than 45% of the total lot area, exclusive of those areas within the public right-of-way, shall be devoted to landscaping. The applicant is requesting a variance to allow a landscaped area of 29.4%. The existing landscaped area is 31.7%.
6. §280-64.C – No building or accessory structure shall be located less than 150 feet from, a street right-of-way line nor less than 200 feet from a side or rear property line and n surface parking area, driveway, service or interior roadway with the exception of approved areas for vehicular access, shall be located less than 75 feet from a street right-of-way or other property line. The applicant has requested a variance to permit (i) a setback of 43.39 feet (+/-) opposite King of

Prussia Road and (ii) a setback of 17.16 feet (+/-) opposite Radnor Chester Road. The existing setbacks are (i)74.5 and (ii)233.6 feet.

7. §280-64.G(4)– A parking garage or parking structure may have a height of up to 55 feet so long as such parking garage or parking structure does not exceed the height of any building on the site. The plans indicate a 3<sup>rd</sup> story of parking may be constructed. The applicant has confirmed during a 05/27/2021 phone conversation that only 2 stories will be constructed and that note will be removed from the plans.
8. §280-65.1– Along each street line, a landscaped strip not less than 75 feet in width shall be provided, except for necessary sidewalks and accessways crossing the strip. This is an existing non-conformity that the applicant wishes to continue.
9. §280-105.E – All outside lighting including sign lighting shall be directed in such a way as not to create nuisance in any agricultural, institutional or residential district, and in every district all such lighting shall be arranged so as to protect the street or highway and adjoining property from direct glare or hazardous interference of any kind. Any luminary shall be equipped with some type of glare shielding device approved by the Township Engineer. The height of any luminary shall not exceed 25 feet. The lighting plan must be revised to indicate that the glare shielding devices are being provided on the luminaries.
10. §280-112.C. – Areas of steep slopes containing slopes steeper than 14% shall be outlined as following (1) Areas containing slopes steeper than 14% but less than 20% shall be distinguished from the areas containing slopes of 20% or steeper. (2) Areas containing slopes of 20% and steeper shall be separately identified.

#### Subdivision and Land Development

1. §255-12.A – The applicant has submitted this plan as a Preliminary/Final Land Development plan. The applicant has requested a waiver permit the land development application to proceed and be reviewed as a single preliminary/final land development plan.
2. §255-20.B(1)(n) – Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans. A waiver must be requested from this requirement.
3. §255-21-B(4)(D) – Landscaping and grading plans must be provided. The applicant has required a waiver from submitting a landscape plan.

4. §255-29-A(1) – Parking stalls with 90° angled parking must be 9.5’ x 20’. The applicant has requested a waiver to permit 9’ x 19’ parking spaces where 9.5’ x 20’ are required. The spaces abutting the parking garage must be clearly dimensioned on the plans.
5. §255-29-A(6) – No more than 10 parking spaces shall be permitted in a continuous row without being interrupted by landscaping and concrete curb. There are proposed parking spaces that have more than 10 parking spaces in a row. The applicant has requested a waiver from this requirement.
6. §255-29-B – All parking areas shall have at least one tree 2 ½ inches minimum in caliper for every five parking spaces in single bays and one tree 2 ½ inches in caliper for every 10 parking spaces in double bays. The applicant has required a waiver from this requirement.
7. §255-38B – Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development must be shown on the plans. The applicant has requested a waiver from this requirement.
8. §255-43.1.B(2) – For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreational area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee in lieu of \$3,307 per 6,400 square feet of floor area (existing or proposed). The applicant has requested a waiver from this requirement.

Stormwater

1. §245-13.C(1)(d) – Please revise the plans to provide the expected project time schedule including start and end dates.
2. §245-22.A.(2)(c)[2] – Page 4 of the stormwater report indicates a waiver is requested from the Groundwater Recharge section of the ordinance, and to refer to the Geotechnical Report prepared by other for justification. Please provide a copy of this report, and revise the plans to indicate a waiver request from the §245-22 Groundwater recharge section of the ordinance.
3. §245-27.J - Underground stormwater management systems must be designed to store the two-through one-hundred-year storms within a pipe or other open system that will permit the inspection and maintenance of the system. The entire storm must be placed in the pipe (i.e., the stone bedding around the pipe is not to be included in the volume calculations). It appears the proposed stormwater management system does not adequately provide for the §245-23 Water Quality volume. Please revise the system to accommodate the required volume within the rain garden, as measured from the bottom of rain garden (currently shown as 368.00) up to the invert of the lowest orifice (currently shown as 368.35).

4. Sheet 6 – Grading & Drainage Plan – Please revise the plan to identify the location of ST-19 (12”x12” WYE).
5. Sheet 6 – Grading & Drainage Plan – Please revise the Structure Table to provide a sump elevation for Structure ST-14.
6. Sheet 6 – Grading & Drainage Plan – The first line in the Pipe Table does identify a Pipe Run. Please remove this line or revise this line to designate the appropriate pipe run.
7. Sheet 11 – Profiles & Construction Details – Please revise the Storm Sewer Profile to show the stormwater piping and structures between Structure ST-06 and the proposed rain garden.
8. Sheet 11 – Profiles & Construction Details – Please revise the Storm Sewer Profile to include all crossing utilities, including but not limited to the proposed water and electric utility lines.
9. Sheet 11 – Profiles & Construction Details – Please revise the Storm Sewer Profile to include a label for Structure ST-06.
10. Sheet 11 – Profiles & Construction Details –The proposed grading between Structure ST-12 and Structure ST-11, and between Structure ST-07 and Structure ST-05 do not appear to be represented accurately. Please revise the Storm Sewer Profile accordingly.
11. Sheet 11 – Profiles & Construction Details –The title block and the Storm Sewer Profile both indicate the scale “As Noted”. Please revise the plans to provide a scale.
12. The Storm Sewer Tabulation in the stormwater report indicates the size of the pipe between ST-05 and ST-04 as 15” but the Grading and Drainage plan on Sheet 6 of the plan set indicates this size as 12”. Please revise this inconsistency.
13. The Storm Sewer Tabulation in the stormwater report indicates the slope of the pipe between ST-13 and WYE as 1.00% but the Grading and Drainage plan on Sheet 6 of the plan set appears to indicate this size as 0.50%. Additionally the invert of the WYE is inconsistent with those shown on the previous 2 lines on the page. Please revise these inconsistencies.
14. Page 4 and 5 of the stormwater report include section numbers that do not match the Radnor Township ordinance. Groundwater recharge should be §245-22, Water quality requirements should be §245-23, Streambank erosion requirements should be §245-24, and Peak rate requirements should be §245-25. Revise accordingly.
15. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at this time.

Sanitary Sewer

1. All utilities crossing the sanitary sewer must be shown in the profile view. The water line connection to the garage must be shown.
2. The manhole structure 2 and 3 appear to be above grade. The applicant should verify that this will not be located in the paved driveway areas. Additionally, the applicant should explain why the structures are above grade.
3. The attached sanitary sewer details should be added to the plans.

General

1. The applicant must appear before the Shade Tree Commission and gain approval prior to this plan being presented to the Board or Commissioners.
2. Detailed parking structure plans must be provided for review.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, appearing to read 'R. Phillips', with a large, stylized initial 'R' and a horizontal line extending to the right.

Roger A. Phillips, P.E.  
Senior Project Manager

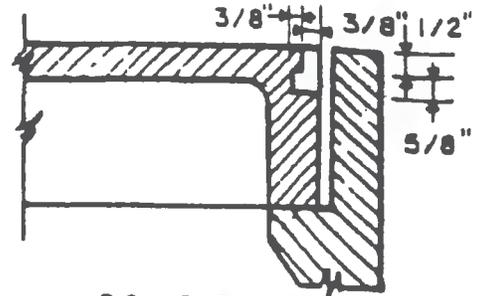
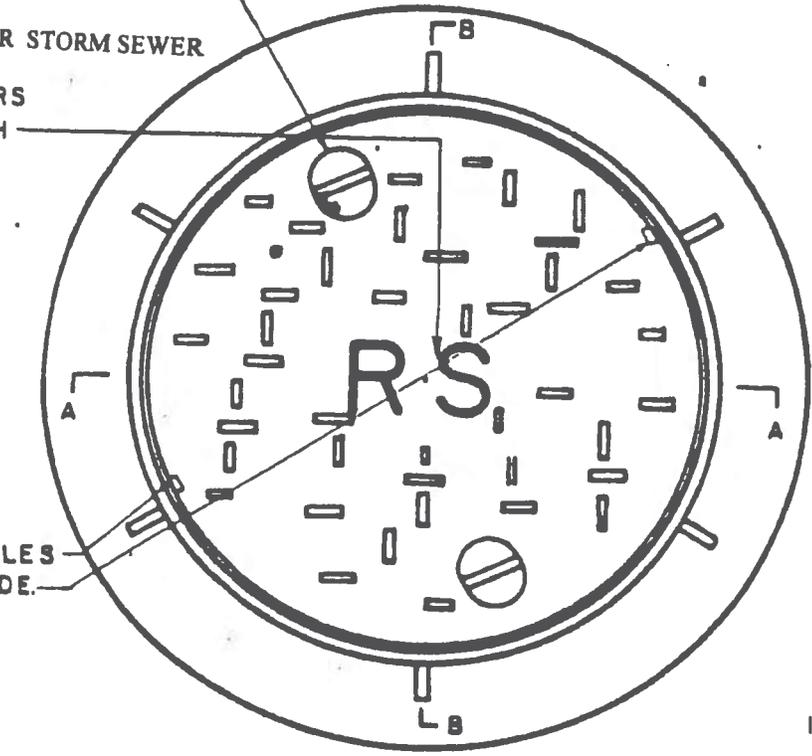
R S FOR SANITARY

STORM FOR STORM SEWER

4" LETTERS  
1/4" HIGH

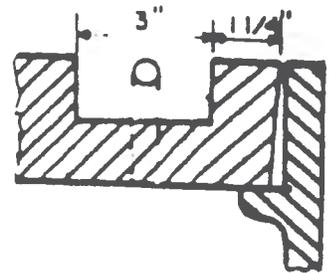
PICK HOLES  
1 1/2" WIDE.

LIFTING RING (2 REQUIRED)  
SEE SKETCH

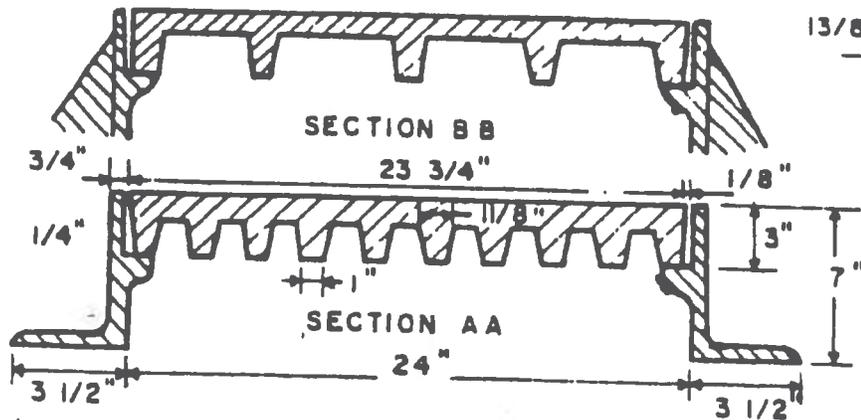


PICKHOLE DETAIL

FRAME 240 LB. MIN.  
COVER 200 LB. MIN.



1 1/2" LIFTING RING



DETAIL OF MANHOLE COVER

<b>RADNOR TOWNSHIP</b>	DATE
<b>SITE DESIGN &amp; CONSTRUCTION STANDARDS</b>	JUNE 1996
<b>MANHOLE FRAME AND COVER</b>	DRAWING NO.
	C-10



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**MEMORANDUM**

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**Date:** May 28, 2021

**To:** Steve Norcini, P.E.  
Radnor Township Engineer

**From:** Damon Drummond, P.E., PTOE  
Senior Transportation Engineer

**cc:** Kevin Kochanski, ASLA, R.L.A. – Director of Community Development  
Roger Phillips, P.E. – Gannett Fleming, Inc.  
Leslie Salisbury, P.E. – Gilmore and Associates, Inc.

**Reference:** 250 King of Prussia Road Proposed Parking Structure  
Preliminary/Final Land Development Plan Review #2  
Radnor Township, Delaware County, PA  
G&A #21-03007

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Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

**A. BACKGROUND**

The applicant proposes to demolish a portion of the existing parking lot and construct a 2-story parking garage for the office building at 250 King of Prussia Road.

**B. DOCUMENTS REVIEWED**

1. Preliminary/Final Land Development Plan prepared by Landcore Engineering Consultants, P.C., consisting of 12 sheets and dated February 18, 2021, last revised May 19, 2021.
2. 250 King of Prussia Road submission letter, prepared by Landcore Engineering dated May 20, 2021.
3. Transportation Impact Assessment, prepared by Traffic Planning and Design, Inc., dated May 10, 2021.

**C. REQUESTED WAIVERS**

1. §255-12.A – The Applicant is requesting a waiver to permit preliminary and final land development to be filed as a single application.

2. §255-20.B(1)(n) – The Applicant is requesting a waiver from showing existing improvements within 500 feet of the project site.
3. §255-29.A(1) – The Applicant is requesting a waiver to permit 9' x 19' parking stalls where 9.5' x 20' are required.
4. §255-29.A(6) – The Applicant is requesting a waiver to permit more than 10 continuous parking spaces without a curbed landscaping island.
5. §255-29.B – The Applicant is requesting a waiver of the parking lot landscape requirements.
6. §255-39.B – The Applicant is requesting a waiver of the street tree planting requirements.
7. §255-43.1 – The Applicant is requesting a waiver of the park and recreation land/fee requirements.

#### **D. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS**

1. §255-20.B(5) – Transportation Impact Study:
  - a. Provide the traffic count sources cited and utilized from the 145 King of Prussia Road report.
  - b. Revise Table 8 to indicate the correct ITE Lane Use Code for Medical-Dental Office.
  - c. The equations/rates shown in Table 8 do not match the equations/rates provided in the latest edition of ITE. In addition, the trip generation shown in Table 9 does not correlate with Table 8. Revise the trip generation for consistency.
  - d. Per ITE methodology, the fitted curve equation should be used in lieu of the average rate during the AM, PM and Weekday peak hours for the Office land use. Revise Table 9 and the report accordingly.
  - e. It is our understanding the counts were conducted while the 250 King of Prussia Road site was operating at reduced capacity likely due to Covid polices. Thus, the existing volumes are significantly less than ITE anticipates. To better evaluate the impact of this proposed improvement it is advised the applicant's engineer revise the study to demonstrate the following:
    - i. Demonstrate the trip generation difference between the former Penn Medicine use and the current/proposed use based on the 70/30 split of medical office/office as noted as the current use in the report.
    - ii. We recommend the scenarios contain the following to best determine the impact of the proposed development.

Traffic to include	Existing Traffic Volumes	Future No-Build Traffic Volumes	Future Build Traffic Volumes
Former Use/Penn Medicine (Based on ITE projections)	X	X	X
Covid adjustments	X	X	X
145 King of Prussia Traffic		X	X
Difference in traffic from former Use/Penn Medicine to current/future use. (Based on ITE projections)		X	X
Redistribution of traffic due to parking garage			X

- f. The build levels of service/delay at the following intersections are significantly higher than the 2025 Build with Mitigation levels of service shown in the 145 King of Prussia Road report at the following intersections:
  - i. King of Prussia Road & Matsonford Road
  - ii. King of Prussia Road & Radnor Chester Road
  - iii. Radnor Chester Road and Raider Road

Verify the proposed improvements and timing modifications are included appropriately.

- g. The northbound left turn LOS and queue at the King of Prussia Road and 250 Office Loop Road driveway during the PM peak hour is significantly worsened between the base and build condition due to the parking garage redistribution. A discussion should be provided in the report regarding this delay as well as any mitigation efforts.
- h. All streets and/or intersections showing a Level of Service below C shall be considered deficient, and specific recommendations for the elimination of these problems shall be listed. This listing of recommended improvements shall include, but not be limited to, the following elements: internal circulation design, site access location and design, external street and intersection design and improvements and traffic signal installation and operation, including signal timing and transit-design improvements.
- i. Based on traffic volumes at the accesses and the turn lane warrant analysis, we recommend that King of Prussia Road and Radnor Chester Road be restriped to include right lanes into the site.

2. §255-29.A(1) – Provide the minimum dimensions for a parking space for 90 degree parking (9 ½' x 20'). **The applicant is requesting a waiver of this requirement to allow them to provide 9' x 19' spaces. For further clarification, the code cited in the response letter indicating that 9'x19' parking spaces are acceptable (Sec 280-63.D(5)) applies to the spaces within the parking structure. However, a waiver would still be required for the proposed 9'x19' surface parking spaces adjacent to the parking structure.**
3. §255-37.D – Confirm the elevation indicated (377.42) on the detail for the ramp adjacent to the parking structure. The calculated grade is inconsistent with the slopes and surrounding elevations shown. Additionally, it is recommended to install a DWS surface on the ramp to alert pedestrians of the crossing.
4. §255-21.B(5)(a) [7] – Provide and label all proposed signage (stop signs, clearance height signs, handicap signs, etc.) and pavement markings.

#### **E. GENERAL COMMENTS**

1. Note 3 on the Parking Stall Requirements table (Sheet 2 of 10) indicates the number of parking spaces that would be provided if an additional third story of the garage were constructed. The note further states that this would only account for 66.2% of the required parking spaces. It is our understanding a 3<sup>rd</sup> story is not being proposed. Thus, the note should be removed from the plan. If a 3<sup>rd</sup> story is proposed in the future the applicant must go through the Township approval process at that time. We understand the parking will be improved from existing conditions but the total required spaces will still not be met. We defer to the Solicitor regarding the need for a variance.
2. Evaluate the internal circulation. We have concerns with potential conflicts between vehicles exiting the parking garage and vehicles maneuvering into/out of the surface lot spaces on the east side of the parking structure. Consideration should be given to eliminating the two exit-only accesses while maintaining the one central two-way access driveway. This would increase the number of parking spaces within the garage on the ground level. Consideration should also be given to removing the two parking spaces on the surface lot closest to the two-way access driveway as maneuvering out of those spaces may require a vehicle to back into the access driveway with limited sight distance.
3. Provide a parking layout for each level with a corresponding vehicle turning template to confirm maneuverability within the structure. In addition, provide signage and pavement marking to indicate how vehicular traffic and pedestrian traffic circulation will be directed within the parking garage.
4. Clearly indicate the number of accessible handicap parking spaces required and provide in the Parking Summary chart. It appears the applicant will exceed the minimum requirements.
5. Update the construction notes to indicate how construction vehicles will access the site (either via the existing Radnor Chester Road access or the King of Prussia Road access). Provide vehicle turning templates for construction vehicles accessing the existing site driveway that will be used during construction. Include

notes regarding the installation of appropriate signage restricting construction vehicles to certain entrances, if required. **The applicant has indicated they will submit any construction circulation/staging plans for review upon approval of zoning variances and stormwater waivers that could affect the site layout and/or parking structure design.**

6. Provide a typical parking space detail. Include the color and width of the proposed parking spaces.

DAD/kmn



**MAILING ADDRESS**  
**(for all Offices):**  
**P.O. Box 37635 #56287**  
**PHILADELPHIA, PA 19101-0635**  
**Phone: (215) 836-2510**  
**LANDCOREconsulting.com**

May 20, 2021  
Via Hand Delivery

**Radnor Township**  
301 Iven Avenue  
Wayne, PA 19087

**Attention: Stephen F. Norcini, PE**  
**Township Engineer**

**RE: Prelim/Final Land Development Resubmission**  
**250 King of Prussia Rd – Parking Structure**  
250 King of Prussia Road  
Radnor Twp, Delaware County, PA  
*LEC File #200002*

Dear Mr. Norcini:

On behalf of the project applicant, **BDN 250 King of Prussia I, LP**, enclosed please find documents and supporting information as required by Township of Radnor for the resubmission of the **Preliminary/Final Land Development Application** for the above referenced property. The following is a summary of the items being submitted:

- One (1) copy of the **“Preliminary/Final Land Development Plan”** prepared by our office, dated February 18, 2021, last revised May 19, 2021.
- One (1) copy of the **“Stormwater Management Report”** prepared by our office, dated February 19, 2021, last revised May 19, 2021.
- One (1) copy of the **“Transportation Impact Assessment”** prepared by Traffic Planning and Design, Inc, dated May 10, 2021.
- One (1) **“Digital Thumb Drives”** of the Submission Documents.

We have revised the Plans and supporting Reports in accordance with the Township Engineer’s March 29, 2021 comment letter and the Township Traffic Engineer’s March 23, 2021 comment letter. We offer the following responses in corresponding order:

**Township Engineer Comments dated March 29, 2021**

*Zoning*

1. No Response necessary.
2. The parking structure proposes 9X19 parking stalls in accordance with this code section. We request clarification that the SALDO waiver request related to stall dimension is not required due to this code provision.
3. No Response necessary.
4. No Response necessary.
5. No Response necessary.

6. No Response necessary.
7. This code section does not apply as we are not proposing a mixed-use development. The Height listed on the zoning chart is the maximum height of the garage with the 3<sup>rd</sup> floor, to verify code compliance for the tallest version of the parking structure.
8. No Response necessary.

#### *Subdivision and Land Development*

1. The noted Waiver is being requested.
2. The noted Waiver is being requested.
3. The TIA is included with this resubmission.
4. The Grading and Landscape Plans are included with this resubmission.
5. The parking structure proposes 9X19 parking stalls in accordance with 280-63.D.(5). We request clarification that the SALDO waiver request related to stall dimension is not required due to this code provision.
6. We have revised the plan to provide the required 22 ft aisle.
7. The noted Waiver is being requested.
8. We have revised the plans to dimension the curb radii throughout the proposed improvements.
9. Lighting Plans are included with this resubmission.
10. The noted Waiver is being requested.
11. The noted Waiver is being requested.
12. The noted Waiver is being requested.

#### *Stormwater*

1. We have revised the Plans to include the requested note.
2. We have revised the Plans to include the requested note.
3. We have revised the Plans to include the requested note.
4. The Applicant intends to start construction once all Municipal Approvals are obtained.
5. The Stormwater Design has been revised to include a surface Rain Garden. The Waiver is still being requested since infiltration is not feasible due to the existing soils, but the BMP is designed to capture the 0.50 in requirement.
6. We no longer propose an underground pipe storage system.
7. Necessary O&M Plans will be provided upon approval of the Stormwater Design and any necessary Waivers.
8. Drainage System has been redesigned per the new Site Layout.
9. Drainage System has been redesigned per the new Site Layout.
10. We no longer propose an underground pipe storage system.
11. We no longer propose an underground pipe storage system.
12. Drainage System has been redesigned per the new Site Layout.
13. We have revised the Drainage Area labels, as requested.
14. We have revised the Plans, as requested.
15. We no longer propose an underground pipe storage system.
16. We no longer propose an underground pipe storage system.
17. Drainage System has been redesigned per the new Site Layout.
18. We have revised the SWM Report, as requested.
19. Noted.

#### *General*

1. We have revised the design to include a Landscape Plan with the required Replacement Plantings.
2. Noted.
3. The Applicant will submit Parking Structure Plans for review, upon approval of Zoning Variances and Stormwater Waivers that could affect Site Layout and/or Parking Structure Design.

**Township Traffic Engineer Comments dated March 23, 2021**

*Subdivision and Land Development Comments*

1. Code Section 250 is the “Streets and Sidewalks” Regulations and is not applicable to the Application submitted. In fact the SALDO definition of Clear Sight Triangle is only 30 ft and only applies to intersecting Street Lines. Though not required by code, we have show the SALDO required 30 ft Clear Sight Triangle and included the requested note permitting Township Access if required for the public welfare.
2. A waiver is requested to process this Application as Preliminary/Final.
3. The noted Waiver is being requested.
4. The TIA is included with this resubmission.
5. The parking structure proposes 9X19 parking stalls in accordance with 280-63.D.(5). We request clarification that the SALDO waiver request related to stall dimension is not required due to this code provision.
6. We have revised the plans to dimension the curb radii throughout the proposed improvements.
7. The Turning Template Plan has been revised to include the requested movements.
8. We have revised the plans to label the sidewalk widths.
9. We have revised the plans to include a blow-up detail and necessary grading information for the ADA ramps.

*General Comments*

1. We have revised the plan to include the requested signage.
2. We have revised the plan to include the requested signage.
3. We believe that pavement marking is noting the approach of a crosswalk, not a stop bar.
4. The Site Plan shows the ground level parking circulation and the typical floor inset shows the parking on the upper levels of the structure.
5. The proposed parking is an improvement of an existing non-conformity and no waiver is required. The plans show the circulation/layout of each level and the turning templates have been added to the planset, as requested.
6. The ADA requirements for this site are 2% of total parking, which the property exceeds. The requirement for ADA stalls is met without the use of any of the western or southern ADA stalls which do not meet current standards.
7. We have revised the plans to include the addition of one 5X5 passing zone along Radnor Chester Road to meet the 200’ maximum spacing. King of Prussia Road sidewalk is being reconstructed with the Trail Project and will meet all ADA width requirements.
8. The Applicant will submit any construction circulation/staging plans for review, upon approval of Zoning Variances and Stormwater Waivers that could affect Site Layout and/or Parking Structure Design.

Should you have any questions or comments regarding this or any other matter, please do not hesitate to contact our office.

Very truly yours,  
**LANDCORE Engineering Consultants, PC**



D. Alexander Tweedie, PE  
Sr. Project Manager



## DELAWARE COUNTY PLANNING COMMISSION

1055 E. Baltimore Pike – Suite 100

Media, PA 19063

Phone: (610) 891-5200

Email: [planning\\_department@co.delaware.pa.us](mailto:planning_department@co.delaware.pa.us)

COUNCIL

BRIAN P. ZIDEK  
CHAIRMAN

DR. MONICA TAYLOR  
VICE CHAIR

KEVIN M. MADDEN  
ELAINE PAUL SCHAEFER  
CHRISTINE A. REUTHER

LINDA F. HILL  
DIRECTOR

May 21, 2021

Mr. William White  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087-5297

RE: Name of Dev't: 250 King of Prussia Road  
DCPD File No.: 36-7653-21  
Developer: BDN 250 King of Prussia 1, LP  
Location: At the intersection of King of Prussia  
and North Chester Radnor Roads  
Recv'd in DCPD: March 29, 2021

Dear Mr. White:

In accordance with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on May 20, 2021, the Commission took action as shown in the recommendation of the attached review.

Please refer to the DCPD file number shown above in any future communications related to this application.

Very truly yours,

Linda F. Hill  
Director

cc: BDN 250 King of Prussia 1, LP  
LANDCORE Engineering Consultants, PC



1055 E. Baltimore Pike  
Media, PA 19063  
Phone: (610) 891-5200  
Email: [planning\\_department@co.delaware.pa.us](mailto:planning_department@co.delaware.pa.us)

Date: May 20, 2021  
File No.: 36-7653-21

PLAN TITLE: 250 King of Prussia Road

DATE OF PLAN: February 18, 2021

OWNER OR AGENT: BDN 250 King of Prussia 1, LP

LOCATION: At the intersection of King of Prussia and North Chester Radnor Roads

MUNICIPALITY: Radnor Township

TYPE OF REVIEW: Final land development

ZONING DISTRICT: PLO

SUBDIVISION ORDINANCE: Local

PROPOSAL: Construct a parking structure on an existing surface lot

UTILITIES: Public

RECOMMENDATIONS: Approval, contingent on obtaining code relief and with consideration given to staff comments

STAFF REVIEW BY: Michael A. Leventry

REMARKS:

### **CURRENT PROPOSAL**

The applicant proposes to further develop a medical campus by adding a parking structure at the rear of the property where a surface parking lot currently exists.



Date: May 20, 2021  
File No.: 36-7653-21

REMARKS continued:

**SITE CHARACTERISTICS**

The site contains a medical campus with office buildings and associated surface parking.

**APPLICABLE ZONING**

The proposal is located within the PLO district and is subject to applicable regulations set forth by the Municipal zoning code.

**NONCONFORMITIES**

The site's setbacks, building coverage, parking, and landscaping do not appear to comply with the regulations as established within the Municipal zoning code. It should be noted that the gross/net lot size and parking aisle widths are existing nonconformities that are not exacerbated by this proposal.

Where code requires a parking facility setback of 200', 43.39' is proposed.

Where code requires not more than a 30% building coverage rate (currently 32.5%), a coverage rate of 42.4% is proposed.

Where code requires a minimum landscape area of 45% (currently 31.7%), a landscape area of 27.8% is proposed.

Where code requires 967 parking spaces, currently there are only 373. It should be noted that this proposal improves this existing nonconformity by increasing parking to 539 (with the potential to further add 101 more if a 3<sup>rd</sup> story is opted for in the future).

Date: May 20, 2021  
File No.: 36-7653-21

REMARKS continued:

**COMPLIANCE**

With exception to the existing nonconformities and upon the applicant obtaining the required zoning relief, the proposal appears to comply with the PLO district provisions.

**WAIVERS**

The applicant is seeking waiver relief for the following:

- Section 255-21.B.4.D: To forego providing a landscape plan.
- Section 255-29.A.1: To allow a 9'x19' parking stall instead of the 9.5'x20' requirement.
- Section 255-29.B: To waive parking lot landscape requirements.
- Section 255-43.1: To waive park and recreation land/fee requirements.
- Section 255-21.B.4.D: To allow a fee in lieu for replacement plantings.

Staff has no comments related to these waiver requests.

**MULTI-MODAL TRANSIT OPPORTUNITIES/PEDESTRIAN ACCESS**

Significant SEPTA transit services run adjacent to this property and provide commute alternatives for employees. The township should encourage the applicant to provide incentives to employees to take transit, carpool, and bicycle to work to reduce motor vehicle traffic and the need for additional parking facilities.

A continental style crosswalk pedestrian crossing should be considered across the driveway at King of Prussia Road connecting the site to the Radnor trail construction underway (unless planned as part of the overall trail project).

Date: May 20, 2021  
File No.: 36-7653-21

REMARKS continued:

**STORMWATER MANAGEMENT**

The Municipal Engineer must verify the adequacy of all proposed stormwater management facilities.

**RECORDING**

In accordance with Section 513(a) of the Pennsylvania Municipalities Planning Code (MPC), final plans must be recorded within ninety (90) days of municipal approval.



*Excellence Delivered **As Promised***

**Date:** March 29, 2021

**To:** Steve Norcini, PE Township Engineer

**From:** Roger Phillips, PE

**cc:** Kevin W. Kochanski, RLA, CZO – Director of Community Development  
Mary Eberle, Esq. – Grim, Biehn, and Thatcher  
Damon Drummond, PE – Gilmore & Associates, Inc.  
Patricia Sherwin – Radnor Township Engineering Department

**RE:** 250 King of Prussia Road

Date Accepted: 03/01/2021

90 Day Review: 05/30/2021

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Gannett Fleming, Inc. has completed a review of the Preliminary/Final Land Development Plan for the above reference project for compliance with the Radnor Township Code. The Plans were reviewed for conformance with Subdivision and Land Development, Zoning and other applicable codes of the Township of Radnor.

The applicant is proposing to construct a parking structure over an existing surface parking lot at the above location. This property is located within the PLO district of the Township.

The applicant appeared before the Zoning Hearing Board March 18, 2021. The applicant has requested variances to the following:

1. §280-64.C – To permit (i) a setback of 43.38 feet (+/-) opposite King of Prussia Road and (ii) a setback of 17.17 feet (+/-) opposite Radnor Chester Road;
2. §280-64.B – To allow a building/structure area of 42.4% (+/-)
3. §280-64.B – To allow a landscaped area of 27.8%
4. Any other relief deemed necessary for the project.

The applicant has indicated on the plans that the following waivers are being requested:

1. §255-21-B(4)(D) – To waive requirement for submission of a landscape plan.
2. §255-29-A(1) – To permit 9x19 parking spaces where 9.5 x 20 are required.
3. §255-29-B – To waiver parking lot landscape requirements.
4. §255-43-1 – To waive park and recreation land/fee requirements.
5. §263-8-C(3) – To permit a fee in lieu for replacement plantings.

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402

t: 610.650.8101 • f: 610.650.8190

www.gannettfleming.com

BDN 250 King of Prussia I, LP – Proposed Parking Structure

Plans Prepared By: Landcore Engineering Consultants, P.C.

Dated: 02/18/2021

Zoning

1. §280-63.A – 40 to 100% of the gross floor area may be used or occupied for (1) Scientific or industrial research (2) office building, including medical, dental, professional and sales. The applicant has indicated on the plans that the proposed medical office use will be 70% and the proposed office use will be 30%.
2. §280-63.D(5) – A parking structure, when constructed as an accessory structure for the purpose of eliminating allowable surface parking is allowed. Parking spaces within structures may be reduced to no less than nine feet in width by 19 feet in depth, exclusive of aisles. The applicant has dimensioned the spaces to the 9 x 19 of the plans.
3. §280-64.A– Every lot on which a building or a combination of buildings is hereafter erected or used shall have a lot area of not less than 10 acres, and such lot shall not be less than 300 feet at the building line. This is an existing non-conformity that the applicant wishes to continue.
4. §280-64.B – No more than 30% of the area of any lot may be occupied by building and structures, and not less than 45% of the total lot area, exclusive of those areas within the public right-of-way, shall be devoted to land landscaping. The applicant is requesting a variance to allow a building/structure area of 42.4% (+/-). The existing facility is currently 32.5%
5. §280-64.B – No more than 30% of the area of any lot may be occupied by building and structures, and not less than 45% of the total lot area, exclusive of those areas within the public right-of-way, shall be devoted to landscaping. The applicant is requesting a variance to allow a landscaped area of 27.8%. The existing landscaped area is 31.7%.
6. §280-64.C– No building or accessory structure shall be located less than 150 feet from a street right-of-way line nor less than 200 feet from a side or rear property line and a surface parking area, driveway, service or interior roadway with the exception of approved areas for vehicular access, shall be located less than 75 feet from a street right-of-way or other property line. The applicant has requested a variance to permit (i) a setback of 43.38 feet (+/-) opposite King of Prussia Road and (ii) a setback of 17.17 feet (+/-) opposite Radnor Chester Road. The existing setbacks are (i)74.5 and (ii)233.6 feet.

7. §280-64.G(4)– A parking garage or parking structure may have a height of up to 55 feet so long as such parking garage or parking structure does not exceed the height of any building on the site. The plans indicate a 3<sup>rd</sup> story of parking could be constructed. The applicant must indicate the height of the parking garage if the 2<sup>nd</sup> floor was constructed and also if the 3<sup>rd</sup> floor was constructed.
8. §280-65.1– Along each street line, a landscaped strip not less than 75 feet in width shall be provided, except for necessary sidewalks and accessways crossing the strip. This is an existing non-conformity that the applicant wishes to continue.

### Subdivision and Land Development

1. §255-12.A – The applicant has submitted this plan as a Preliminary/Final Land Development plan. A waiver must be requested to permit the land development application to proceed and be reviewed as a single preliminary/final land development plan.
2. §255-20.B(1)(n) – Existing principal buildings (and their respective uses) and driveways on the adjacent peripheral strip. Sewer lines, storm drains, culverts, bridges, utility easements, quarries, railroads and other significant man-made features within 500 feet of and within the site (this includes properties across streets) must be shown on the plans. A waiver must be requested from this requirement.
3. §255-20.B(5)(a) – A transportation impact study shall be undertaken for all major subdivisions and land developments.
4. §255-21-B(4)(D) – Landscaping and grading plans must be provided. The applicant has required a waiver from submitting a landscape plan.
5. §255-29-A(1) – Parking stalls with 90° angled parking must be 9.5’ x 20’. The applicant has requested a waiver to permit 9’ x 19’ parking spaces where 9.5’ x 20’ are required.
6. §255-29-A(1) – The two-way aisle width with 90° parking spaces shall be 22 feet. The applicant has indicated that there will be a 21.43’ aisle width between the existing parking and area the proposed parking spaces to the North of the garage. The applicant must request a waiver for proposed aisle width of 21.43’.
7. §255-29-A(6) – No more than 10 parking spaces shall be permitted in a continuous row without being interrupted by landscaping and concrete curb. There are proposed parking spaces that have more than 10 parking spaces in a row. A waiver must be required from this requirement.

8. §255-29-A(14) – No less than a five-foot radius of curvature shall be permitted for all curb lines in parking areas. This must be shown on the drawings.
9. §255-29-A(18) – All common parking areas shall be adequately lighted after-dark operation hours. All lighting standards shall be located on raised parking islands and not on the parking surfaces.
10. §255-29-B – All parking areas shall have at least one tree 2 ½ inches minimum in caliper for every five parking spaces in single bays and one tree 2 ½ inches in caliper for every 10 parking spaces in double bays. The applicant has required a waiver from this requirement.
11. §255-38B – Street trees 2 ½ inches dbh at intervals of not more than 30 feet along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development must be shown on the plans. Street trees must be provided or a waiver requested.
12. §255-43.1.B(2) – For all nonresidential or institutional subdivisions and/or land developments involving more than 5,000 square feet of floor area, the amount of land to be dedicated for park and recreational area shall be 2,500 square feet per 6,400 square feet of floor area (existing or proposed), or portion thereof, unless the developer agrees to a fee in lieu of \$3,307 per 6,400 square feet of floor area (existing or proposed). The applicant has requested a waiver from this requirement.

Stormwater

1. §245-13.B(22) – Please revise the plans to include a statement, signed by the applicant, acknowledging that any revision to the approved drainage plan must be approved by the municipality, and that a revised erosion and sediment control plan must be submitted to the Conservation District for a determination of adequacy.
2. §245-13.B(23) – Please revise the plans to include the following signature block for the design engineer:  
"I, (Design Engineer), on this date (date of signature), hereby certify that the drainage plan meets all design standards and criteria of the Radnor Township Stormwater Management Ordinance."
3. §245-13.B(24) – Please revise the plans to include a statement indicating what the applicant has done to minimize impervious materials on site.
4. §245-13.C(1)(d) – Please provide the expected project time schedule.

5. §245-22.A.(2)(c)[2] - If the minimum of 0.50 inch of infiltration requirement cannot be achieved, a waiver from §245-22, Ground water recharge, would be required from the municipality. The percolation report indicates infiltration rates of 0 in/hr. To move forward with a waiver request, you will need to submit a letter to the Township formally requesting waivers from the sections of the Ordinance you cannot meet. The letter should be sent to the Township Engineer, Steve Norcini ([snorcini@radnor.org](mailto:snorcini@radnor.org)). Once the waiver request letter is received, you will be contacted to advise you as to when the request will be placed on an agenda for a Board of Commissioners meeting. Ultimately, they would be deciding as to whether a waiver would be approved or not.
6. §245-27.J - Underground stormwater management systems must be designed to store the two- through one-hundred-year storms within a pipe or other open system that will permit the inspection and maintenance of the system. The entire storm must be placed in the pipe (i.e., the stone bedding around the pipe is not to be included in the volume calculations). It appears the proposed stormwater management system does not adequately provide for the §245-23 Water Quality volume. Please revise the system to accommodate the required volumes within the pipe, as measured from the invert of the storage pipe to the invert of the lowest orifice. It would be helpful to show how the 48” pipe connects to the rest of the system.
7. §245-32 – Please provide an operation and maintenance plan in accordance with this section of the code.
8. Sheet 6 – Grading & Drainage Plan – Please revise this plan to identify the structure connected to the 76 LF 12” HDPE pipe and include all necessary elevation and dimensional information.
9. Sheet 8 – Construction Details – The Outlet Structure No. ST-01 detail indicates a 30” HDPE invert elevation of 93.00, but the elevations on site are generally above 350.00. Please revise the invert accordingly.
10. Sheet 8 – Construction Details – Please revise the Underground Detention Basin w/ Impermeable Liner detail to indicate the invert of the 48” HDPE pipe.
11. Sheet 8 – Construction Details – There are some dimensions within the Underground Detention Basin w/ Impermeable Liner detail that are labeled as “XX” but do not appear to correspond to any numerical values. Please revise these to indicate the site-specific dimensions of this proposed stormwater management system.

12. Sheet 9 – Profiles & Construction Details – Please revise the Storm Sewer Profile to include all crossing utilities.
13. Please revise the Existing Conditions Drainage Area Map in the stormwater report to indicate the “Within LOD” drainage area and “Non-LOD” drainage area.
14. Please revise the plan set to provide a plan view detail of the proposed stormwater management system.
15. Please revise the plan set to indicate how the ST-02 manhole connects to the UG-01 stormwater management system.
16. The hydrograph report indicates a length of 90’ for the 48” pipe but the plan set indicates an overall bed length of the stormwater management system as 90’, which would not appear to allow appropriate space for the required stone width or any structures on either end of the pipe. Please clarify, or revise the stormwater system to provide the necessary spacing and to be consistent with the hydrographs.
17. The Storm Sewer Tabulation in the stormwater report indicates the slope of the pipe between ST-07 and ST-06 as 0.62% but the Grading and Drainage plan on Sheet 6 and the Storm Sewer Profile on Sheet 9 of the plan set indicates this slope as 0.50%. Please revise this inconsistency.
18. Page 4 and 5 of the stormwater report include section numbers that do not match the Radnor Township ordinance. Please revise accordingly.
19. Final approval of the stormwater management plan will be required as part of the Grading Permit process. Any revisions to the size or location of the individual structures or other features will be addressed at this time.

General

1. §263-8-C(3) – The Shade Tree Commission shall approve or disapprove each heritage tree permit application in accordance with this chapter. If the removal of a heritage tree is approved, the applicant shall replace each heritage tree DHB for DHB, unless such replacement planting on site is impractical or impossible, in which event the applicant shall contribute a fee in lieu of such planting to the Commemorative Shade Tree Fund or shall plan the required trees in locations in need in the Township. The applicant has requested to permit a fee in lieu for replacement plantings.

2. The applicant must appear before the Shade Tree Commission and gain approval prior to this plan being presented to the Board or Commissioners.
3. Detailed parking structure plans must be provided for review.

If you have any questions or require any additional information, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, appearing to read 'R. Phillips', with a large, stylized initial 'R' and a horizontal line extending to the right.

Roger A. Phillips, P.E.  
Senior Project Manager



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**MEMORANDUM**

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**Date:** March 23, 2021

**To:** Steve Norcini, P.E.  
Radnor Township Engineer

**From:** Damon Drummond, P.E., PTOE  
Senior Transportation Engineer

**cc:** Kevin Kochanski, ASLA, R.L.A. – Director of Community Development  
Roger Phillips, P.E. – Gannett Fleming, Inc.  
Leslie Salisbury, P.E. – Gilmore and Associates, Inc.

**Reference:** 250 King of Prussia Road Proposed Parking Structure  
Preliminary/Final Land Development Plan Review #1  
Radnor Township, Delaware County, PA  
G&A #21-03007

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Gilmore & Associates, Inc. (G&A) has completed a transportation review for the referenced project and offers the following transportation comments for Radnor Township consideration:

**A. BACKGROUND**

The applicant proposes to demolish a portion of the existing parking lot and construct a minimum 2-story parking garage for the office building at 250 King of Prussia Road.

**B. DOCUMENTS REVIEWED**

1. Preliminary/Final Land Development Plan prepared by Landcore Engineering Consultants, P.C., consisting of 10 sheets and dated February 18, 2021.
2. Subdivision and Land Development Application.
3. 250 King of Prussia Road submission letter, prepared by Landcore Engineering dated February 19, 2021.

**C. REQUESTED WAIVERS**

1. §255-21.B(4)(D) – The Applicant is requesting a waiver from providing a landscape plan.
2. §255-29.A(1) – The Applicant is requesting a waiver to permit 9' x 19' parking stalls where 9.5' x 20' are required.

3. §255-29.B – The Applicant is requesting a waiver of the parking lot landscape requirements.
4. §255-43.1 – The Applicant is requesting a waiver of the park and recreation land/fee requirements.
5. §263-8.C(3) – The Applicant is requesting a waiver to permit a fee in lieu of replacement plantings.

**D. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS**

1. §250-17.D(7) – A clear sight triangle of 50 feet must be provided for all driveways, measured from the point of intersection of the street right-of-way line and edge of the driveway. This includes the proposed accesses to the parking structure as well as the existing driveways that lead to the new access points. The site plan shall contain a notation that states that the applicant is required to maintain the area of the clear sight triangle and the Township has the right to enter and perform required maintenance in the area if deemed critical to public welfare. Revise the plans to label the clear sight triangles and ensure that no plantings are proposed within this area.
2. §255-12.A – Separate preliminary and final land development approvals are required to enable the Planning Commission and the Board of Commissioners to have adequate opportunity to review the submission.
3. §255-20.B(1)(f) & §255-22.(1)(k) – The Applicant should show man made features within 500 feet of the site.
4. §255-20.B(5) – A transportation impact study shall be undertaken for all major subdivisions and developments as defined in section B(5)(c).The traffic study should include the following:
  - a. Study area intersections:
    - Radnor Chester Road/King of Prussia Road
    - Raider Road/Radnor Chester Road
    - Matsonford Road/King of Prussia Road
    - Raider Road/King of Prussia Road
    - Access/King of Prussia Road
    - Access/Radnor Chester Road
  - b. Address any trip generation difference with the applicant's use from the previous Penn Medicine facility use. Address if any new trips are anticipated which are triggering the need for the additional proposed parking garage.
  - c. With the proposed parking garage, determine any modifications to traffic distribution at the driveway access.
  - d. Evaluate the internal circulation. We have concerns with potential conflicts between vehicles exiting the parking garage and vehicles

maneuvering into/out of the surface lot spaces on the east side of the parking structure. Consideration should be given to eliminating the two exit-only accesses while maintaining the one central two-way access driveway. This would increase the number of parking spaces within the garage on the ground level. Consideration should also be given to removing the two parking spaces on the surface lot closest to the two-way access driveway as maneuvering out of those spaces may require a vehicle to back into the access driveway with limited sight distance.

5. §255-29.A(1) – Provide the minimum dimensions for a parking space for 90 degree parking (9 ½' x 20'). **The applicant is requesting a waiver of this requirement to allow them to provide 9' x 19' spaces.**
6. §255-29.A(14) – Label the curb radii to ensure a minimum 5' radius is provided in the parking areas.
7. §255-29.A(15) – Provide vehicle turning templates to ensure vehicles can maneuver into/from the parking spaces at the dead-end parking area. Also, provide a template showing a vehicle is able to turn around within the dead-end area if no parking spaces are available.
8. §255-37.B – Label the width of the sidewalk on the plans.
9. §255-37.D – Provide details of any proposed curb ramps (grades, slopes, lengths, etc.) to ensure compliance with current ADA requirements.

#### **E. GENERAL COMMENTS**

1. Provide "Pedestrian" signs (W11-2) on the approaches to the crosshatched area between the parking garage and the building. Include sign details on the plans.
2. Show the location of the "Reserved Parking" signs (detail D7) on the plans.
3. The plans show an existing stop bar on the southbound approach to the crosshatched area in front of the building. Confirm if a stop sign is provided for this approach. If so, consider providing similar traffic control for the northbound approach
4. Provide a plan that clearly shows all parking on the ground level floor and the second floor of the parking garage.
5. Note 3 on the Parking Stall Requirements table (Sheet 2 of 10) indicates the number of parking spaces that would be provided if an additional third story of the garage were constructed. The note further states that this would only account for 66.2% of the required parking spaces. Confirm the number of stories that will be provided for the proposed parking structure. Since the proposed construction will not meet the requirement either way, a waiver will be needed. Provide justification in the waiver request as to the number of stories proposed. Also, provide a parking layout for each level with a corresponding vehicle turning template to confirm maneuverability within the structure.
6. Clearly indicate the number of handicap parking spaces required per the overall parking spaces to be provided. The noted existing handicap spots west and south of the building do not meet current handicap parking standards as no

accessible aisles are provided. The parking should be updated to provide the appropriate number accessible parking space per current requirements. Existing handicap parking spaces without accessible aisles should not be counted towards the total.

7. In accordance with PROWAG (Public Rights-of-Way Accessibility Guidelines), section R302.4, where the clear width of pedestrian access routes is less than 5', passing spaces shall be provided at intervals of 200' maximum. Passing areas shall be 5' by 5' minimum. The existing sidewalk along the site frontage is 4' wide. The plans should be revised to provide passing areas along the site frontage.
8. Update the construction notes to indicate how construction vehicles will access the site (either via the existing Radnor Chester Road access or the King of Prussia Road access). Provide vehicle turning templates for construction vehicles accessing the existing site driveway that will be used during construction. Include notes regarding the installation of appropriate signage restricting construction vehicles to certain entrances, if required.

DAD/kmn



[www.brandywinerealty.com](http://www.brandywinerealty.com)

FMC Tower at Cira Centre South | 2929 Walnut Street | Suite 1700 | Philadelphia, PA 19104 |

t (610) 325-5600 f (610)325-5622

February 22, 2021

Radnor Township  
301 Iven Avenue  
Wayne, PA 19087  
Attention: Stephen F. Norcini, PE; Township Engineer  
**via Hand Delivery**

Re: **Prelim/ Final Land Development Application**  
**250 King of Prussia Rd – Parking Structure**  
250 King of Prussia Road  
Radnor Twp, Delaware County, PA  
LEC File #200002

Dear Mr. Norcini,

Following up on the submission made my Landcore Engineering on February 19,2021 (attached), enclosed are the following documents:

- One (1) original, executed "Township Subdivision – Land Development Application"
- One (1) original, executed "Count Application for Act 247 Review"
- Three (3) copies of the "Infiltration Testing Report" by Geostructures, Inc.
- One (1) County Application Check in the amount of \$200, made out to Delaware County Treasurer (check no. 31328)
- One (1) Application Fee Check in the amount of \$50, made out to Radnor Township (check no. 31329)
- One (1) Escrow Fee Check in the amount of \$16,950, made out to Radnor Township (check no. 31330)
- One (1) copy of Township Submittal Letter dated February 19, 2021 by Landcore Engineering (for reference)

Sincerely,

**BRANDYWINE REALTY TRUST**

A handwritten signature in blue ink, appearing to read 'Joseph A. Traynor'.

Joseph A. Traynor  
Development Manager



MAILING ADDRESS  
(for all Offices):  
P.O. Box 37635 #56287  
PHILADELPHIA, PA 19101-0635  
Phone: (215) 836-2510  
LANDCOREconsulting.com

February 19, 2021

Via Hand Delivery

**Radnor Township**  
301 Iven Avenue  
Wayne, PA 19087

**Attention: Stephen F. Norcini, PE**  
**Township Engineer**

**RE: Prelim/Final Land Development Application**  
**250 King of Prussia Rd – Parking Structure**  
250 King of Prussia Road  
Radnor Twp, Delaware County, PA  
*LEC File #200002*

Dear Mr. Norcini:

On behalf of the project applicant, **BDN 250 King of Prussia I, LP**, enclosed please find documents and supporting information as required by Township of Radnor for the submission of the **Preliminary/Final Land Development Application** for the above referenced property. The following is a summary of the items being submitted:

- One (1) executed copy of the **"Township Subdivision – Land Development Application"**.
- One (1) executed copy of the **"County Application for Act 247 Review"**.
- One (1) copy of the **"Property Deed"**.
- One (1) copy of the **"Title Report"**.
- Eighteen (18) copies of the **"Preliminary/Final Land Development Plan"** prepared by our office, dated February 18, 2021.
- Eighteen (18) copies of the **"Boundary & Partial Topographic Survey Plan"** prepared by Blue Marsh Associates, Inc., dated December 29, 2020.
- Three (3) copies of the **"Stormwater Management Report"** prepared by our office, dated February 19, 2021.

Due to COVID-19 and Remote Work restrictions, the Applicant will be submitting the Application and Escrow Fees along with Original Copies of the Applications, under separate cover directly to the Township. Should you have any questions or comments regarding this or any other matter, please do not hesitate to contact our office.

Very truly yours,  
**LANDCORE Engineering Consultants, PC**

A handwritten signature in black ink that reads "D. Alexander Tweedie". The signature is written in a cursive, flowing style.

D. Alexander Tweedie, PE  
Sr. Project Manager

**DELAWARE COUNTY PLANNING COMMISSION**

**APPLICATION FOR ACT 247 REVIEW**

**Incomplete applications will be returned and will not be considered "received" until all required information is provided.**

Please type or print legibly

**DEVELOPER/APPLICANT**

Name BDN 250 King of Prussia I, LP E-mail Joseph.traynor@bdnreit.com

Address 2929 Walnut St., Suite 1700; Philadelphia, PA 19104 Phone 215.397.1583

Name of Development 250 King of Prussia Road - Proposed Parking Structure

Municipality Radnor Township

**ARCHITECT, ENGINEER, OR SURVEYOR**

Name of Firm LANDCORE Engineering Consultants, PC Phone 215-836-2510

Address PO Box 37635 #65287; Philadelphia, PA 19101-0635

Contact D. Alexander Tweedie, PE E-mail atweedie@landcoreconsulting.com

Type of Review	Plan Status	Utilities		Environmental Characteristics
		Existing	Proposed	
<input type="checkbox"/> Zoning Change	<input type="checkbox"/> Sketch	<input checked="" type="checkbox"/> Public Sewerage	<input checked="" type="checkbox"/> Public Sewerage	
<input checked="" type="checkbox"/> Land Development	<input checked="" type="checkbox"/> Preliminary	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Private Sewerage	<input type="checkbox"/> Wetlands
<input type="checkbox"/> Subdivision	<input checked="" type="checkbox"/> Final	<input checked="" type="checkbox"/> Public Water	<input checked="" type="checkbox"/> Public Water	<input type="checkbox"/> Floodplain
<input type="checkbox"/> PRD	<input type="checkbox"/> Tentative	<input type="checkbox"/> Private Water	<input type="checkbox"/> Private Water	<input type="checkbox"/> Steep Slopes

Zoning District PLO

Tax Map #    /    /   

Tax Folio #    /    /   01158   /   00

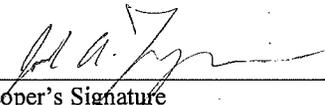
**STATEMENT OF INTENT**  
WRITING "SEE ATTACHED PLAN" IS NOT ACCEPTABLE.

Existing and/or Proposed Use of Site/Buildings:

Proposed Construction of a Parking Structure to support Existing Office Building. Parking Structure to be located above an existing improved surface parking lot.

Total Site Area 8.3 Acres  
Size of All Existing Buildings 160,412 Square Feet  
Size of All Proposed Buildings 0 Square Feet  
Size of Buildings to be Demolished 414 Square Feet

Joe Traynor  
Print Developer's Name

  
Developer's Signature

**MUNICIPAL SECTION**

ALL APPLICATIONS AND THEIR CONTENT ARE A MUNICIPAL RESPONSIBILITY.

Local Planning Commission Regular Meeting \_\_\_\_\_

Local Governing Body Regular Meeting \_\_\_\_\_

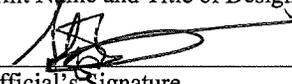
Municipal request for DCPD staff comments prior to DCPC meeting, to meet municipal meeting date:

Actual Date Needed \_\_\_\_\_

IMPORTANT: If previously submitted, show assigned DCPD File # \_\_\_\_\_

Stephen F. Norzini, P.E.  
Print Name and Title of Designated Municipal Official

610-6885600  
Phone Number

  
Official's Signature

3/24/21  
Date

**FOR DCPD USE ONLY**

Review Fee: Check # \_\_\_\_\_ Amount \$ \_\_\_\_\_ Date Received \_\_\_\_\_

**Applications with original signatures must be submitted to DCPD.**

202928

**RADNOR TOWNSHIP**  
**301 IVEN AVE**  
**WAYNE PA 19087**  
**P) 610 688-5600**  
**F) 610 971-0450**  
WWW.RADNOR.COM

**SUBDIVISION ~ LAND DEVELOPMENT**

Location of Property 250 King of Prussia Road, Radnor PA 19087

Zoning District PLO Application No. \_\_\_\_\_  
(Twp. Use)

Fee \$50 Ward No. 2 Is property in HARB District No

Applicant: (Choose one) Owner X Equitable Owner \_\_\_\_\_

BDN 250 King of Prussia I, LP c/o Jos. Traynor  
Name Brandywine Realty Trust, FMC Tower @ Cira Centre South

2129 Walnut St., Ste 1700; Philadelphia, PA 19104  
Address \_\_\_\_\_

Telephone 215.397.1583 Fax \_\_\_\_\_ Cell \_\_\_\_\_

Email joseph.traynor@bdnreit.com

Designer: (Choose one) Engineer X Surveyor \_\_\_\_\_

Name LANDCORE Engineering Consultants, PC

P.O. Box 37635 #65287; Philadelphia, PA 19101-0635  
Address \_\_\_\_\_

Telephone 215-836-2510 Fax \_\_\_\_\_

Email atweedie@landcoreconsulting.com

Area of property 8.3 Acres Area of disturbance < 1 Acre

Number of proposed buildings 0 Proposed use of property Parking Structure

Number of proposed lots 1

Plan Status: Sketch Plan \_\_\_\_\_ Preliminary X Final X Revised \_\_\_\_\_  
Are there any requirements of Chapter 255 (SALDO) that are not in compliance with?

Are there any requirements of Chapter 255 (SALDO) not being adhered to?  
Explain the reason for noncompliance.

Waiver of Landscape and Lighting Plan, due to Parking Structure  
Lighting will be designed as part of Garage, Parking Lot Landscape  
Cannot be planted in a Garage. Request Fee in Lieu for Replacement trees  
Refer to SALDO Waiver List on Cover Sheet for any additional items.  
Are there any infringements of Chapter 280 (Zoning), and if so what and why?  
Refer to Zoning Hearing Board Application, filed on 1/19/2021

---

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Individual/Corporation/Partnership Name  
BDN 250 King of Prussia I, LP

I do hereby certify that I am the owner, equitable owner or authorized representative of the property which is the subject of this application.

Signature   
Print Name Joe Traynor

By filing this application, you are hereby granting permission to Township officials to visit the site for review purposes.

NOTE: All requirements of Chapter 255 (Subdivision of Lane) of the Code of the Township of Radnor must be complied with whether or not indicated in this application.



**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

#### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### **First American Title Insurance Company**

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

COMMITMENT NUMBER

**PAFA18-5620 GD**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: LAND SERVICES USA, INC.

Issuing Office: 1 South Church Street, Suite 300, West Chester, PA 19382

Loan ID No:  
Revision No.:

Issuing Office File No: PAFA18-5620 GD

### SCHEDULE A

1. Commitment Date: **12/11/2019**

Revised Date: **1/2/2020**

2. Policy to be issued:

- (a)  ALTA® Owner's Policy of Title Insurance (6-17-06)
- ALTA Homeowner's Policy (Rev. 12-2-13) (EAGLE)
- Other

Proposed Insured: **BDN 250 King of Prussia I, LP, a Delaware limited partnership**

Proposed Policy Amount: **\$20,250,000.00**

3. The estate or interest in the land described or referred to in this Commitment is fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

**The Trustees of the University of Pennsylvania, as Owner and Operator of the University of Pennsylvania Health System, a Pennsylvania non-profit corporation**

5. The Land is described as follows:

*For informational purposes only:*

**250 King of Prussia Road  
Radnor Township  
County of Delaware, PA**

**See continuation of Schedule A on Exhibit A attached hereto and made a part hereof.**

## LAND SERVICES USA, INC.

By: *Rachel A. Ebner*

Authorized Signatory

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	COMMITMENT NUMBER <b>PAFA18-5620 GD</b>

Commitment No.: **PAFA18-5620 GD**

**SCHEDULE B, PART I**

**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **Deed from The Trustees of the University of Pennsylvania, as Owner and Operator of the University of Pennsylvania Health System, a Pennsylvania non-profit corporation to BDN 250 King of Prussia I, LP, a Delaware limited partnership conveying the subject property set forth under Schedule A.**
5. Original photo identification for all parties to the transaction must be provided.
6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.
7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
8. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.
9. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company).
10. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

**11. TAXES:**

Folio No.: 36-02-01158-00  
2019 Assessment: \$16,307,600.00

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<b>Schedule BI &amp; BII (Cont.)</b>	COMMITMENT NUMBER <b>PAFA18-5620 GD</b>

Commitment No.: **PAFA18-5620 GD**

- 12. **MECHANIC AND MUNICIPAL CLAIMS:** None
- 13. **MORTGAGES:** None
- 14. **FINANCING STATEMENTS:** None
- 15. **JUDGMENTS:** None
- 16. **BANKRUPTCIES:** None
- 17. A copy of the Articles of Incorporation of The Trustees of the University of Pennsylvania, as Owner and Operator of the University of Pennsylvania Health System, Pennsylvania non-profit corporations, to be produced and filed with the Company, including all amendments thereto, to be produced and filed with the company.
- 18. Copy of Resolution of the Board of Directors of The Trustees of the University of Pennsylvania, as Owner and Operator of the University of Pennsylvania Health System, a Pennsylvania non-profit corporation, showing the proper majority (depending upon the number of directors – 2/3's majority if less than 21 or simple majority if 21 or more) authorizing the conveyance of the subject premises, to include the specific officers, by name, that are authorized to execute the documents, certified by the Secretary of the Corporation to be adopted in accordance with the provisions of its Charter and By-Laws, to be produced and filed with the Company.
- 19. Proof that the present deed is being made by The Trustees of the University of Pennsylvania, as Owner and Operator of the University of Pennsylvania Health System, a Pennsylvania non-profit corporation, in accordance with the rules and regulations of the governing body, if any, of said corporation. Consent of such body to be filed with the Company.
- 20. Proof that the present transaction does not constitute a disposal of all or substantially all of the assets of The Trustees of the University of Pennsylvania, as Owner and Operator of the University of Pennsylvania Health System, a Pennsylvania non-profit corporation; otherwise compliance with the Section 5930 of the Pennsylvania Non-Profit Corporation Act of 1988 must be had and adequate proof thereof furnished.
- 21. Good standing certificate for The Trustees of the University of Pennsylvania, as Owner and Operator of the University of Pennsylvania Health System, a Pennsylvania non-profit corporation, from the Commonwealth of Pennsylvania.

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*First American Title*™

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

**Schedule BI & BII (Cont.)**

COMMITMENT NUMBER

**PAFA18-5620 GD**

Commitment No.: **PAFA18-5620 GD**

22. With respect to BDN 250 King of Prussia I, LP, a limited partnership the following must be submitted for review:
- The names of all general partners to be disclosed and additional searches to be made and possible additional objections and exceptions to be added.
  - The limited partnership agreement and any and all amendments thereto.
  - The Certificate of Limited Partnership and any and all amendments thereto filed with the Department of State, Commonwealth of Pennsylvania.
  - Proof that the above named limited partnership has not filed an election under Chapter 87 of Title 15 of the Pennsylvania consolidated statutes.
23. If BDN 250 King of Prussia I, LP, a Delaware limited partnership is not domiciled in Pennsylvania, a Certificate of Good Standing, issued by the state of domicile, must be produced prior to settlement for review.
24. Intentionally deleted.
25. If title to the Land is currently held by an entity (partnership, corporation, limited liability company, etc.), the proceeds from this transaction will only be disbursed to said entity, and not to any other party.
26. The Proposed Policy Amount(s) must be increased or decreased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the full consideration paid for the Land. A Loan Policy should reflect the loan amount or the fair market value of the property as collateral if the loan amount is greater than the value of the property. Further details on policy amounts that are permitted are contained in the Manual of the Title Insurance Rating Bureau of Pennsylvania.

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<b>Schedule BI &amp; BII</b>	COMMITMENT NUMBER <b>PAFA18-5620 GD</b>

Commitment No.: **PAFA18-5620 GD**

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Possible tax increase based on additional assessments.
7. Accuracy of area content not insured.
8. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.
9. Right of way granted to Philadelphia Suburban Water Company in Deed Books 1808 page 4 and 1879 page 392.
10. Reservation for construction, use operation, etc. of a 12 inch sewer and manhole as in Deed Books 1864 page 466 and 2800 page 419.
11. Rights to Township of Radnor for sewer purposes in Deed Book 2158 page 866.
12. Mutual Grants of Easement between the School District of the Township of Radnor, The Radnor Township School Authority and The Fidelity Mutual Life Insurance Company in Volume 35 page 1123.
13. Right of way granted to The Bell Telephone Company of Pennsylvania in Volumes 186 page 656 and 1053 page 1409.

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<b>Schedule BI &amp; BII (Cont.)</b>	COMMITMENT NUMBER <b>PAFA18-5620 GD</b>

Commitment No.: **PAFA18-5620 GD**

14. Right of way granted to Philadelphia Electric Company in Deed Book 2736 page 944 and Volume 221 page 549.
15. Road Easement, Encroachment and Parking Easement Agreement between The Fidelity Mutual Life Insurance Company, RFG Associates and Fidelity Court Associates in Volume 250 page 1075 and a First Amendment thereto in Volume 1391 page 2040.
16. License Agreement between The Trustees of the University of Pennsylvania, Owner and Operator The University of Pennsylvania Health System, RFG Associates and Fidelity Court Associates in Volume 1406 page 2025.
17. Restrictions in Deed Book 1865 page 228.
18. Title to that part of the premises lying within the bed an or right of way of any road, street or highway is subject to public and/or private rights therein.
19. Conditions as shown on Plan #13 page 339.
20. Intentionally deleted.
21. Conditions shown on ALTA/NSPS Land Title Survey prepared by Nave Newell, Inc. dated August 9, 2019, and last revised \_\_\_\_\_, 2020, and being project number 2018-136, as follows:
  - a. 15" Reinforced concrete pipe crosses onto adjacent premises to the East along the Easterly property line
  - b. 15" Reinforced concrete pipe crosses onto adjacent premises to the South along the Southerly property line

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	COMMITMENT NUMBER <b>PAFA18-5620 GD</b>

Commitment No.: **PAFA18-5620 GD**

**EXHIBIT A**  
**LEGAL DESCRIPTION**

ALL THAT CERTAIN tract of ground with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded end described according to a Survey made for University of Pennsylvania Health System, dated 8/25/1995 by Yerkes Associates. Inc., Consulting Engineers and Surveyors, Bryn Mawr, Pa. as follows to wit: -

BEGINNING at a point on the title line In the bed of Radnor-Chester Road (LR. 23041 variable width) marking the Southwesterly corner of this and a Northwesterly corner of lands of Radnor Township School District; thence from said beginning point extending through the bed of Radnor-Chester Road the two following courses and distances: (1) North 68 degrees 08 minutes 30 seconds East 11.92 feet to a point (2) North 20 degrees 03 minutes 30 seconds East 58.51 feet to a point on the Westerly side of Radnor-Chester Road; thence by same the six following courses and distances: (1) along a line curving to the left in a Northerly direction with a radius of 385.28 feet the arc distance of 67.87 feet to a point, (2) North 56 degrees 20 minutes 21 seconds West 3.50 feet to a point, (3) North 32 degrees 00 minutes 30 seconds East 208.09 feet to a point of curve, (4) along a line curving to the left with a radius of 60.00 feet the arc distance of 50.65 feet to a tangent point, (5) North 16 degrees 21 minutes 30 seconds West 58.00 feet to a point, (6) North 20 degrees 03 minutes 30 seconds East 13.00 feet to a point on the southerly side of King of Prussia Road 50.00 feet wide; thence by same North 26 degrees 39 minutes 30 seconds West 21.00 feet to a point; thence leaving the right of way of King of Prussia Road and extending through the bed of same the two following courses and distances: (1) North 20 degrees 03 minutes 30 seconds East 26.51 feet to a point, (2) North 26 degrees 39 minutes 30 seconds West 40.21 feet to a point on the center line of King of Prussia Road; thence by same the three following courses and distances: (1) along a line curving to the left in a Southerly direction with a radius of 425.00 feet the arc distance of 260.30 feet to a tangent point, (2) South 61 degrees 45 minutes East 371.36 feet to a point of curve, (3) along a line curving to the right with a radius of 700.00 feet the arc distance of 207.33 feet to a point, a corner; thence in and through lands of the Radnor Township School District and leaving the said King of Prussia Road, South 33 degrees 22 minutes West 337.67 feet to a point a corner; thence still in and through lands of the same and crossing a certain sanitary sewer easement as shown on the said plan, South 35 degrees 34 minutes 05 seconds West 201.24 feet to a point a corner; thence still in and through lands of the same, North 54 degrees 06 minutes 40 seconds West 487.23 feet to a point. a concrete monument thence North 39 degrees 58 minutes 30 seconds West, 202.75 feet to the first-mentioned point and place of beginning.

CONTAINING 8.284 acres, be the same more or less.

BEING known as 250 King of Prussia Road.

BEING Folio No.: 36-02-01158-00.

BEING THE SAME premises which The Fidelity Mutual Insurance Company, a Pennsylvania Corporation, by Deed dated 9/1/1995 and recorded 10/10/1995 in Delaware County in Volume 1406 page 2018, conveyed unto The Trustees of the University of Pennsylvania, as Owner and Operator of the University of Pennsylvania Health System, a Pennsylvania Non-Profit Corporation, in fee.

**DO NOT DETACH**

 <p>3137784-0016X</p> <p><b>Instrument Number: 2021002126</b> <b>Volume/Page: RECORD BK 6634 PG 3264</b> <b>Recorded Date: 01/14/2021 1:54:46 PM</b></p>	<p><b>Robert A. Auclair, Esq.</b> Delaware County Recorder of Deeds Government Center, Room 107 201 W. Front Street Media, PA 19063 610-891-4152</p>
<p><b>Transaction Number: 828265</b> <b>Collected By: steinhauerm</b> <b>Document Type: DEED</b> <b>Document Page Count: : 6</b></p>	<p><b>Return To (Simplifile):</b> Land Services USA (West Chester 2) 1 S CHURCH STREET WEST CHESTER, PA 19382</p>
<p><b>Parcel ID: 36-02-01158-00</b></p>	
<p><b>Fees:</b> RECORDING FEES: AFFORDABLE HOUSING FEE: COUNTY IMPROVEMENT FUND: ACT 152 FEE: JCS/ATJ FEE: ADDITIONAL PAGE FEE: STATE RTT: RADNOR TOWNSHIP: RADNOR TOWNSHIP SD: WRIT TAX:</p> <p><b>Total Fees:</b></p> <p><b>Amount Paid:</b></p> <p><b>Amount Due:</b></p>	<p><b>Instrument Number: 2021002126</b> <b>Volume/Page: RECORD BK 6634 PG 3264</b> <b>Recorded Date: 01/14/2021 1:54:46 PM</b></p>

**OFFICIAL RECORDING COVER PAGE**

**DO NOT DETACH**

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If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

**Prepared by:**

Jeffrey S. Lin, Esq.  
Saul Ewing Arnstein & Lehr LLP  
Centre Square West  
1500 Market Street, 38th Floor  
Philadelphia, PA 19102

**Return to:**

Jason J. Guss, Esq.  
Stradley Ronon Stevens & Young, LLP  
2005 Market Street, Suite 2600  
Philadelphia, PA 19103

Folio # 36-02-01158-00

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**SPECIAL WARRANTY DEED**

**THIS INDENTURE** is made the 23<sup>rd</sup> day of November, 2020, effective as of the 30th day of November, 2020 (the "Effective Date"), by and between **TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, AS OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM**, a Pennsylvania non-profit corporation (hereinafter called the "Grantor") and **BDN 250 KING OF PRUSSIA I, LP**, a Delaware limited partnership (hereinafter called the "Grantee").

**WITNESSETH**, that the Grantor, for and in consideration of the sum of [REDACTED] lawful money of the United States of America, unto it well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and conveyed, and by these presents does grant, bargain and sell, release and convey unto the Grantee, its successors and assigns,

**ALL THAT CERTAIN** lot or parcel of land situate in Radnor Township, Delaware County, Commonwealth of Pennsylvania, bounded and described as set forth in the legal description attached to this Special Warranty Deed as Exhibit "A" and incorporated by reference.

**UNDER AND SUBJECT** to all covenants, conditions, restrictions, easements, rights of way and reservations of record, to the extent valid, subsisting and enforceable.

**TOGETHER** with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title,

interest, property, claim and demand whatsoever of it, the Grantor, in law, equity, or otherwise howsoever, of, in and to the same and every part thereof.

**TO HAVE AND TO HOLD** the said lot or piece of ground above described with the improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, to and for the only proper use and behoof of the Grantee, its successors and assigns forever.

**UNDER AND SUBJECT**, as aforesaid.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal to this Special Warranty Deed to be effective on the Effective Date.

**GRANTOR:**

**TRUSTEES OF THE UNIVERSITY OF  
PENNSYLVANIA, AS OWNER AND OPERATOR OF  
THE UNIVERSITY OF PENNSYLVANIA HEALTH  
SYSTEM, a Pennsylvania non-profit corporation**

By: \_\_\_\_\_



Keith Kasper

Senior Vice President & Chief Financial Officer

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 CITY OF Philadelphia : SS  
 :

On this 23<sup>rd</sup> day of November, 2020, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Keith Kasper who acknowledged himself to be the Senior Vice President & Chief Financial Officer of TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, AS OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM, a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.

Cynthia L. Byrd [SEAL]  
 Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 CYNTHIA L. BYRD, Notary Public  
 City of Philadelphia, Phila. County  
 My Commission Expires July 5, 2020

Certification of Address

I hereby certify that the address of the within-named Grantee is:

BDN 250 KING OF PRUSSIA I, LP  
c/o Brandywine Operating Partnership, L.P.  
2929 Walnut Street, Suite 1717  
Philadelphia, Pennsylvania 19104  
Attention: Gerard H. Sweeney, President and Chief Executive Officer



On Behalf of the Grantee *JG*

**Exhibit "A"****Legal Description**

ALL THAT CERTAIN tract of ground with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded end described according to a Survey made for University of Pennsylvania Health System, dated 8/25/1995 by Yerkes Associates, Inc., Consulting Engineers and Surveyors, Bryn Mawr, Pa. as follows to wit: -

BEGINNING at a point on the title line in the bed of Radnor-Chester Road (LR. 23041 variable width) marking the Southwesterly corner of this and a Northwesterly corner of lands of Radnor Township School District; thence from said beginning point extending through the bed of Radnor-Chester Road the two following courses and distances: (1) North 68 degrees 08 minutes 30 seconds East 11.92 feet to a point (2) North 20 degrees 03 minutes 30 seconds East 58.51 feet to a point on the Westerly side of Radnor-Chester Road; thence by same the six following courses and distances: (1) along a line curving to the left in a Northerly direction with a radius of 385.28 feet the arc distance of 67.87 feet to a point, (2) North 56 degrees 20 minutes 21 seconds West 3.50 feet to a point, (3) North 32 degrees 00 minutes 30 seconds East 208.09 feet to a point of curve, (4) along a line curving to the left with a radius of 60.00 feet the arc distance of 50.65 feet to a tangent point, (5) North 16 degrees 21 minutes 30 seconds West 58.00 feet to a point, (6) North 20 degrees 03 minutes 30 seconds East 13.00 feet to a point on the southerly side of King of Prussia Road 50.00 feet wide; thence by same North 26 degrees 39 minutes 30 seconds West 21.00 feet to a point; thence leaving the right of way of King of Prussia Road and extending through the bed of same the two following courses and distances: (1) North 20 degrees 03 minutes 30 seconds East 26.51 feet to a point, (2) North 26 degrees 39 minutes 30 seconds West 40.21 feet to a point on the center line of King of Prussia Road; thence by same the three following courses and distances: (1) along a line curving to the left in a Southerly direction with a radius of 425.00 feet the arc distance of 260.30 feet to a tangent point, (2) South 61 degrees 45 minutes East 371.36 feet to a point of curve, (3) along a line curving to the right with a radius of 700.00 feet the arc distance of 207.33 feet to a point, a corner; thence in and through lands of the Radnor Township School District and leaving the said King of Prussia Road, South 33 degrees 22 minutes West 337.67 feet to a point a corner; thence still in and through lands of the same and crossing a certain sanitary sewer easement as shown on the said plan, South 35 degrees 34 minutes 05 seconds West 201.24 feet to a point a corner; thence still in and through lands of the same, North 54 degrees 06 minutes 40 seconds West 487.23 feet to a point. a concrete monument thence North 39 degrees 58 minutes 30 seconds West, 202.75 feet to the first-mentioned point and place of beginning.

CONTAINING 8.284 acres, be the same more or less.

BEING known as 250 King of Prussia Road.

BEING Folio No.: 36-02-01158-00.

# DEED - 1808

subject to unpaid real estate taxes and a mortgage on premises 1121-23-25 West Second Street, Chester, Delaware County, Pennsylvania.

Distribution may be made in kind and a schedule thereof is not required.  
DONE this 21st day of November, A. D. 1955.

FILED AND COUNSEL  
NOTIFIED  
Nov 21 1955

A certified copy  
John V. Murray (SEAL)  
1st Asst. Clerk

BY THE COURT:

Edward Leroy van Roden, P.J.

Recorded February 2 9.16AM '56  
Written by R. Schma

Pappano...Recorder

Comp. by *Talbot & Hartley*

### GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, that the Girard Trust Corn Exchange Bank and John T. Chew, Trustees under the will of Benjamin Chew, Deceased, and Benjamin Chew, Jr. hereinafter called "GRANTORS" being the owners of certain lands and property fronting on the Westerly side of King of Prussia Road, South of Radnor Chester Road, Radnor Township, Delaware County, Pennsylvania do hereby grant, bargain and sell unto the Philadelphia Suburban Water Company, hereinafter called the "GRANTEE", its successors and assigns, a Right of Way and Easement in King of Prussia Road as in the location shown on the plan designated C-2336 attached, and made a part hereof, for installing and maintaining a 42" water transmission main and its appurtenances, together with the right at all times to operate, inspect, maintain, repair, alter, renew and replace or remove part, parts or all of said 42" transmission main.

The GRANTEE, in consideration for the foregoing Right of Way and its privileges, agrees upon completion of the installation of the said 42" water transmission main to construct at its own cost and expense approximately 1122' of concrete sidewalk, four (4) feet wide and four (4) inches thick on the Westerly side of King of Prussia Road in accord with the Radnor Township specification and plan C-2336 attached. In addition, the GRANTEE agrees to restore that portion of the existing sidewalk which will be removed in order to install the said 42" transmission main.

This grant and all of the covenants herein contained shall inure to the benefit of and shall be binding upon GRANTORS, their and each of their heirs, successors and assigns, and Philadelphia Suburban Water Company, its successors and assigns.

In witness whereof, GRANTORS AND GRANTEE have hereunto set their respective hands and seals this 8th day of December, 1955.

Attest:  
J. M. Richards  
Assistant Secretary

Girard Trust Corn Exchange Bank (SEAL)  
J. W. Weerner (SEAL)  
Vice President

George B. Luoke  
WITNESS

John T. Chew (SEAL)  
Trustees under the Will of  
Benjamin Chew, Deceased

George B. Luoke  
WITNESS

Benjamin Chew, Jr.  
Philadelphia Suburban Water Company  
By James W. Myers, Jr. (SEAL)  
Vice President

Attest:  
A. Weigle  
Asst. Secretary

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : SB:

I hereby certify that on this 8th day of December A. D. 1955, before me, the subscriber a Notary Public personally appeared J. W. Weerner Vice President of Girard Trust Corn Exchange Bank, Trustee the attorney named in the foregoing contract, and by virtue

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11-20-55

1808/4

# DEED - 1808

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and in pursuance of the authority therein conferred upon him acknowledged the said agreement to be the act of the said Girard Trust Corn Exchange Bank Trustees.

George B. Lucke (SEAL)

Notary Public

My commission expires Feb 1 1957

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : SS

On the 8th day of December A.D. 1955 before me, --a notary public for the Commonwealth of Pennsylvania residing in the City of Phila. personally appeared the above-named John T. Chew, and Benjamin Chew, Jr. and in due form of law acknowledged the above indenture to be their act and deed and desired the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

George B. Lucke (SEAL)

Notary Public

Commission expires Feb. 1, 1957

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY : SS

I hereby certify that on this 27 day of Dec. A.D. 1955, before me, the subscriber a Notary Public personally appeared James W. Myers, Jr. Vice President the attorney named in the foregoing contract, and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said agreement to be the act of the said James W. Myers, Jr.

Margaret M. Hogan (SEAL)

Notary Public

My commission expires Feb. 19, 1969

Recorded February 2 9.17AM '58  
Written by R. Sohrer

Pappano.....Recorder  
Comp. by *Dolan & Hartley*

~~THIS INDENTURE, made the 11th day of May in the year of our Lord one thousand nine hundred and fifty-five (1955)~~

~~BETWEEN EMMA SORRELL of the Township of Upper Chichester, in the County of Delaware and State of Pennsylvania, and ALEX F. SORRELL, her husband, of the City of Lexington, in the County of Fayette and State of Kentucky, of the first part,~~

~~AND~~

~~NORMAN H. MULLETT AND RUTH L. MULLETT, his wife, of the Township of Upper Chichester, in the County of Delaware and State of Pennsylvania, of the second part;~~

~~WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Dollar lawful money of the United States of America, well and truly paid by the said parties of the second part to the said parties of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, their heirs and assigns, as tenants by the entirety.~~

~~ALL THAT CERTAIN lot or piece of land SITUATE in The Township of Upper Chichester, in the County of Delaware and State of Pennsylvania, bounded and described as follows: BEGINNING at a point, the intersection of the Northeastly side of Opal Avenue with the Northwestly side of Pleasant Avenue, thence extending Northwestwardly along the~~

# DEED - 1879

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W 41-97-580

Ext 3126-W

KNOW ALL MEN BY THESE PRESENTS, THAT Triangle Publications, Incorporated, a corporation organized under the laws of the Commonwealth of Pennsylvania, of the City of Philadelphia, County, Commonwealth of Pennsylvania, for and in consideration of the sum of One (\$1,000 Dollar, receipt of which is hereby acknowledged, to it paid by the Philadelphia Suburban Water Company, a corporation organized under the laws of the Commonwealth of Pennsylvania, do hereby grant, bargain and sell unto the said Philadelphia Suburban Water Company, its successors and assigns, A RIGHT OF WAY for the laying of water pipe in private property connecting to an existing water pipe in Radnor and Chester Road and extending southeastwardly to King of Prussia Road, a distance of approximately twenty-eight (28') feet; against its private property connecting to a proposed water pipe at King of Prussia Road and extending southeastwardly in a five-foot (5') right-of-way bounded on the north side by the north property line of Triangle Publications, Incorporated, a distance of approximately three hundred and sixty-six (366') feet;-- all of which is in Radnor Township, Delaware County, Commonwealth of Pennsylvania, a distance of approximately three hundred and ninety-four (394') feet as per plan attached. The law through which the said Triangle Publications, Incorporated, conveys the RIGHT OF WAY to the Philadelphia Suburban Water Company by this instrument being deeded to it as per deed dated / and recorded at Media, Pennsylvania, in Deed Book No. / , Page No. / -

THIS RIGHT OF WAY is granted to the Philadelphia Suburban Water Company for the purpose of laying their pipes or conduits, appurtenances and appliances thereto, to conduct water with the privilege of entering upon the same and making such excavations, fills and levels as may be requisite, and the privilege of laying such other pipe or pipes or other conduits, appurtenances and appliances thereto as they may deem necessary and of making such repairs and laying other pipes or conduits, appurtenances and appliances thereto as may from time to time be necessary.

To have and to hold such RIGHT OF WAY for the purpose aforesaid unto the said Philadelphia Suburban Water Company, its successors and assigns forever.

The Triangle Publications, Incorporated, do hereby constitute and appoint Joseph First to be its attorney for it and in its name, and as and for its corporate act and deed to acknowledge this agreement before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

WITNESS its hereunto Corporate seal this 14th day of March A. D. 1967.

Signed, Sealed and Delivered

in the presence of		TRIANGLE PUBLICATIONS, Incorporated (SEAL)
Geraldine M. Haug	Witness	By Joseph First (SEAL)
		V. President
Jean B. Dolan	Witness	Attest S. Iocanan (SEAL)
		Secretary

Commonwealth of Pennsylvania, :  
County of Philadelphia : ss:

I hereby certify that on this 14th day of March A. D. 1967, before me, the undersigned a Notary Public personally appeared Joseph First the attorney named in the foregoing contract, and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said agreement to be the act of the said Triangle Publications Incorporated.

Penna. Realty Transfer Tax Affidavit filed

William T. Gatenby (SEAL)  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires April 25, 1968

Recorded March 23 9 10 AM '67

Pappano - Recorder

Written by H. M. Lynch

Compared by: *Higgins-Hartley*

1879/392

# DEED - 1864

466

IN WITNESS WHEREOF the said WYETH LABORATORIES, INC., hath caused its common or corporate seal to be hereunto affixed, duly attested, this eighth day of November A. D., One thousand nine hundred and fifty-six (1956)

Attest MARK H. SMYTHE Assistant Secretary  
WYETH LABORATORIES, INC. (SEAL)  
By: H. W. Blades President

On this Eighth day of November A. D. 1956, before me, the undersigned, a Notary Public, in and for the Commonwealth of Pennsylvania, residing at Jenkintown, Pa., personally appeared MARK H. SMYTHE, Asst. Secretary of WYETH LABORATORIES, INC., who being duly sworn according to law, says that he was personally present at the execution of the foregoing Release, and saw the common or corporate seal of the said Corporation duly affixed thereto, that the seal so affixed thereto is the common or corporate seal of the said Corporation, and that the same was so affixed; that the said Release was duly sealed and delivered by H. W. Blades President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned, and that the names of this deponent as Assistant Secretary and of H. W. Blades as President of the said Corporation, subscribed to the foregoing Release in attestation of its due execution and delivery, are of their and each of their respective handwritings.

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

Witness my hand and notarial seal. Mark H. Smythe Assistant Secretary

Walter A. Hoyas (SEAL)  
Notary Public  
My Commission Expires November 2, 1959  
Radnor Twp., Delaware County, Pa.

Recorded November 13 1 49 PM '56 Pappano Recorder  
Written by E. M. Lynch Compared by: Carl + Leahy

### THIS INDENTURE,

made the 8th day of November in the year of our Lord one thousand nine hundred and fifty six (1956)

BETWEEN, BENJAMIN CHEW, JR. of the Township of Radnor in the County of Delaware and State of Pennsylvania, Singleman, (hereinafter called the Grantor), of the one Part,

A N D

TRIANGLE PUBLICATIONS, INC. a corporation organized and existing under the laws of the State of Delaware (hereinafter called the Grantee), of the other part,

WITNESSETH, That the said Grantor for and in consideration of the sum of Thirty eight thousand one hundred and sixty six dollars and sixty four cents lawful money of the United States of America, unto him well and truly paid by the said Grantee at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted bargained and sold, released and confirmed, and by these presents Doth grant, bargain and sell, release and confirm unto the said Grantee its Successors and assigns,

ALL THAT CERTAIN tract of ground SITUATE in the Township of Radnor in the County of Delaware and State of Pennsylvania, and described according to a Map of Property of the Estate of Benjamin Chew, made by M. R. and J. B. Yerkes, Civil Engineers and Surveyors, Bryn Mawr, Pa. dated May 6, 1962 and last revised August 31, 1966, as follows, to wit:-

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BY 44-47-390  
AM 353 931

1864  
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# DEED — 1864

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BEGINNING at a point in the middle line of King of Prussia Road (fifty feet wide) said Point is at the distance of Seven hundred fifty seven and fifty one-hundredths feet measured Southeastwardly along the middle line of King of Prussia Road from its intersection with the title line in the bed of Radnor and Chester Road (forty feet wide); thence extending along the middle line of King of Prussia Road on a line curving to the right with a radius of Seven hundred feet the arc distance of Fifty four and sixteen one-hundredths feet, the chord of said curved line has a bearing of South forty nine degrees fourteen minutes East Fifty four and fifteen one-hundredths feet to a Point; thence leaving King of Prussia Road by other land of Benjamin Chew, Jr. of which this is a Part, South thirty five degrees thirty four minutes five seconds West Seven hundred two and seven one-hundredths feet to a point in line of land of the School District of Radnor Township; thence extending along same North seventeen degrees thirty two minutes fifty seconds West Two hundred thirty five feet to a stone; thence by land of the Estate of Benjamin Chew North forty eight degrees fifty three minutes East Five hundred eighty one and sixty nine one-hundredths feet to the place of beginning.

CONTAINING One and eight hundred seventy three one-thousandths (1.873) Acres be the same more or less. \*

BEING a part of the same premises which Mary J. B. Chew, widow and Martha M. Brown, single, by Indenture dated the tenth day of October A. D. 1919 and recorded at Media in the office for Recording of Deeds in and for the County of Delaware in Deed Book No 408 page 583 &c., granted and conveyed unto Benjamin Chew in fee. AND the said Benjamin Chew being so thereof seized departed this life on or about the Thirtieth day of March A. D. 1938 having first made and published his last Will and Testament dated the Eleventh day of January A. D. 1929 duly proved and registered in the office of the Register of Wills in and for the County of Delaware in Will Book No. 68 page 402, wherein and whereby he did order and direct as follows: "All the rest, residue and remainder of my estate real, personal and mixed, I give, devise and bequeath to my wife Anne Chew, Girard Trust Company of Philadelphia and Samuel B. Scott of Philadelphia hereinafter called Trustees, their heirs successors and assigns in fee simple absolutely, IN Trust however to hold the same for the uses and purposes and subject to the terms, conditions and limitations hereafter set forth as follows: 1. My residence "Vapor" at Radnor, Delaware County, Pennsylvania meaning thereby the residence and curtilage, not to exceed twenty acres, to be marked out and bounded by my said Trustees at their discretion, shall be held by the said Trustees and kept by them in good repair and condition of upkeep at the expense of the trust estate, and all taxes whereon paid by my said trustees out of the trust estate, during the life of my wife, and said residence and curtilage shall be the residence and home of my said wife during her natural life, and the residence and home of any of my children who shall desire to live there, until my son Benjamin becomes of age of twenty five years. After the death of my wife and on attaining of the age of twenty five years by my son Benjamin, I devise the said property "Vapor" to my said son Benjamin etc. 2. All the money, securities and other personal property contained in my residuary estate, shall be held by the trustees and invested, and they shall pay the income arising therefrom to my wife during the term of her natural life, and at her death to our children, share and share alike, including the proceeds of the sale of real estate, shall be divided into as many equal parts as there were children or issue of deceased children per stirpes living at the time of my death, and each child or issue of deceased children per stirpes, shall receive one equal part absolutely on attaining the age of twenty five years, or immediately if they have

~~absolutely on attaining the age of twenty five years, or immediately if they have already~~

# DEED - 1864

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reached that age, etc. 3. Real Estate contained in my residuary estate shall not be divided, but title thereto remain in the said Trustees until sold by them in accordance with the provisions of this will etc. 4. The Trustees shall hold the real estate contained in my residuary estate subject to the provisions hereinabove made for "Vancor" until such time as in their uncontrolled discretion it can be most advantageously developed and sold. They shall have power to sell any portion of said Real estate subject to the afore-mentioned provisions concerning my residence "Vancor" in such parts or portions and for such price as to said trustees shall seem best at public or private sales, and upon sale the trustees shall have power to make the conveyance or conveyances of the same so that a good and marketable title may pass to the purchaser or purchasers thereof, without any liability on the part of such purchaser or purchasers to see to the application of the purchase money etc. [And the said Benjamin Chew had five children during his lifetime, to wit, John T. Chew, Samuel Chew, Benjamin Chew, Jr. Anne Chew Barringer and Elizabeth Chew Bennett, all of whom are now living and have reached the age of twenty five years.] [And the said Anne Chew, widow of Benjamin Chew deceased departed this life or or about the Nineteenth day of March A. D. 1950 at which time all of the aforementioned children of Benjamin Chew having reached the age of twenty five years, the said property known as "Vancor" devised under Item 1 of the residuary clause of the Will of Said Benjamin Chew deceased vested in his son Benjamin, and the balance of the trusts created under the residuary clause of said Will terminated, except that the power to sell real estate (except property known as "Vancor" given to the trustees under said Will continue until said real estate is sold.) [And the said Samuel B. Scott, one of the Trustees under the Will of Benjamin Chew deceased, departed this life on or about the Sixth day of April A. D. 1941 and no substituted trustee was appointed in his place.] [And the said Anne Chew widow of Benjamin Chew, on or about the First day of May A. D. 1947 renounced as a co-trustee under the Will of Benjamin Chew deceased and by decree of the Orphans Court of Delaware County as of June Term 1939 No. 3 dated the First day of May A. D. 1947 John T. Chew was appointed substituted Trustee in the place and stead of the said Anne Chew.] [And in pursuance to Articles of Merger filed in the office of the Secretary of the Commonwealth of Pennsylvania on June 15, 1961 the name of the Girard Trust Company of Philadelphia was changed to Girard Trust Corn Exchange Bank.] [And Whereas by Agreement dated the Thirtieth day of December A. D. 1952 and recorded at Media aforesaid on the Sixth day of February A. D. 1953 between the Girard Trust Corn Exchange Bank and John T. Chew Trustees under the Will of Benjamin Chew deceased of the first part and Anne C. Barringer, Elizabeth C. Bennett, John T. Chew, Benjamin Chew, Jr. and Samuel Chew of the second part, the said parties of the first part with the consent of the parties of the second part and in accordance with paragraph 1 of the said Will of Benjamin Chew deceased relating to my residence "Vancor" declared therein what was to be the boundaries of said "Vancor" of which the premises hereinabove described are partly within the said boundaries of "Vancor" as set aside and declared in said agreement.] [And the balance of the premises are a part of the residuary estate of the said Benjamin Chew deceased.]

TOGETHER with the free and common use, right, liberty and privilege of the said Grantee, its Successors and Assigns, to enter in and upon other land of the said Grantor, abutting the hereinabove described premises on the Southeast, for the purpose of constructing, installing, operating, maintaining, repairing and renewing at its own proper cost and expense, a twelve inch sewer and manhole, to connect with the present existing sewer now constructed on land of the School District of Radnor Township, such sewer to extend from Manhole No. 4 of the present existing sewer in a Northeast-erly direction approximately Five hundred feet to a Manhole to be constructed and thence extending in a Northeast-erly

## **Missing page from source documents**

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Had to order book for this page.  
Will send when received.

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# DEED - 1864

470

WITNESS my hand and Notarial seal the day and year aforesaid.

Louis C. Waring (SEAL)

Notary Public

My Commission expires January 27, 1967

The address of the above-named Grantee is 400 N. Broad St., Phila. 1, Pa.

L. C. Waring On behalf of the Grantee Registered County of Delaware Nov 13 1966

Registered, Radnor Township 11-13-66

Recorded November 13 1 49 PM '66

Pappano - Recorder

Written by E. M. Lynch

Compared by: - *Cash + Leary*

APPROVED:

Description: S Form

THIS INDENTURE, Made the 13th day of November in the Year of our Lord one thousand nine hundred and fifty six (1966)

BETWEEN GINARD TRUST COMM EXCHANGE BANK, Remaining Trustee, and JOHN T. CHEW, Substituted Trustee, under the Will of Benjamin Chew deceased, hereinafter called the Grantors, of the one part

A N D

TRIANGLE PUBLICATIONS, INC. a corporation organized and existing under the laws of the State of Delaware hereinafter called the Grantee, of the other part

WITNESSETH, that the said Grantors for and in consideration of the sum of One hundred and thirty six thousand eight hundred and thirty three Dollars and thirty six cents lawful money of the United States of America, unto them well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and assigns,

ALL THAT CERTAIN tract of ground SITUATE in the Township of Radnor in the County of Delaware and State of Pennsylvania, and described according to a MAP of Property of the Estate of Benjamin Chew, made by M. R. and J. B. Yerkes, Civil Engineers and Surveyors, Bryn Mawr, Pa. dated May 6, 1962 and last revised August 31, 1966 as follows, to wit:-

BEGINNING at a point marking the intersection of the title line in the bed of Radnor and Chester Road (forty feet wide) with the middle line of King of Prussia Road (fifty feet wide) thence extending along the middle line of King of Prussia Road the three following courses and distances: (1) On a line curving to the left with a radius of Four hundred twenty five feet the arc distance of two hundred sixty and thirty one-hundredths feet, the chord of said curved line has a bearing of South forty four degrees twelve minutes fifteen seconds East Two hundred fifty six and twenty five one-hundredths feet to a Point of tangency; (2) South sixty one degrees forty five minutes East Three hundred seventy one and thirty six one-hundredths feet to a point of curve, (3) on a line curving to the right with a radius of Seven hundred feet the arc distance of One hundred twenty five and eighty four one-hundredths feet, the chord of said curved line has a bearing of South fifty six degrees thirty six minutes East One hundred twenty five and sixty seven one-hundredths feet to a point; thence leaving King of Prussia Road by

IN 44-91-543

**This Indenture Made the 9<sup>TH</sup>**

day of September in the year of our Lord one thousand nine hundred and eighty-one (1981) \_\_\_\_\_

**Between** TRIANGLE PUBLICATIONS,

INC., a Delaware corporation \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Grantor →), of the one part, and

THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation

\_\_\_\_\_ (hereinafter called the Grantee →), of the other part,

**Witnesseth,** \_\_\_\_\_ That the said Grantor \_\_\_\_\_

\_\_\_\_\_ for and in consideration of the sum of

SIX MILLION SEVEN HUNDRED THOUSAND (\$6,700,000.00) DOLLARS \_\_\_\_\_ lawful money of the United States of America, unto — it — well and truly paid by the said Grantee —, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has — granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee —, its successors \_\_\_\_\_ and assigns, \_\_\_\_\_

ALL THAT CERTAIN tract of ground with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a Survey made for Triangle Publications, Inc., dated 9/21/1981 by Yerkes Associates, Inc., Consulting Engineers and Surveyors, Bryn Mawr, Pa. as follows, to wit:

BEGINNING at a point on the title line in the bed of Radnor-Chester Road (L.R. 23041 variable width) marking the Southwesterly corner of this and a Northwesterly corner of lands of Radnor Township School District; thence from said beginning point extending through the bed of Radnor-Chester Road the two following courses and distances (1) North 68 degrees 08 minutes 30 seconds East 11.92 feet to a point (2) North 20 degrees 03 minutes 30 seconds East 58.51 feet to a point on the Westerly side of Radnor-Chester Road; thence by same the six following courses and distances (1) along a line curving to the left in a Northerly direction with a radius of 385.28 feet the arc distance of 67.87 feet to a point (2) North 56 degrees 20 minutes 21 seconds West 3.50 feet to a point (3) North 32 degrees 00 minutes 31 seconds East 208.09 feet to a point of curve (4) along a line curving to the left with a radius of 60.00 feet the arc distance of 50.65 feet to a tangent point (5) North 16 degrees 21 minutes 30 seconds West 58.00 feet to a point (6) North 20 degrees

03 minutes 30 seconds East 13.00 feet to a point on the Southerly side of King of Prussia Road 50.00 feet wide; thence by same North 26 degrees 39 minutes 30 seconds West 21.00 feet to a point; thence leaving the right of way of King of Prussia Road and extending through the bed of same the two following courses and distances (1) North 20 degrees 03 minutes 30 seconds East 26.51 feet to a point (2) North 26 degrees 39 minutes 30 seconds West 40.21 feet to a point on the center line of King of Prussia Road; thence by same the three following courses and distances (1) along a line curving to the left in a Southerly direction with a radius of 425.00 feet the arc distance of 260.30 feet to a tangent point (2) South 61 degrees 45 minutes East 371.36 feet to a point of curve (3) along a line curving to the right with a radius of 700.00 feet the arc distance of 180.00 feet to a spike; thence leaving King of Prussia Road by lands now or formerly of Benjamin Chew Estate crossing a concrete monument on the Southerly side of King of Prussia Road South 35 degrees 34 minutes 05 seconds West 702.17 feet to a concrete monument; thence by lands of Radnor Township School District the three following courses and distances (1) North 17 degrees 32 minutes 50 seconds West 235.00 feet to a concrete monument (2) North 49 degrees 46 minutes 20 seconds West 260.12 feet to a concrete monument (3) North 39 degrees 56 minutes 30 seconds West crossing a concrete monument set 6 feet Southerly from the Southerly right of way line of Radnor-Chester Road 202.75 feet to the first mentioned point and place of beginning.

CONTAINING 7.991 Acres be the same more or less.

TOGETHER with the free and common use, right, liberty and privilege of the said Grantee, its successors and assigns, to enter in and upon other land now or formerly of Benjamin Chew, Jr. abutting the hereinabove described premises on the Southeast for the purpose of constructing, installing, operating, maintaining, repairing and renewing at its own proper cost and expense, a 12 inch sewer and manhole, to connect with the present existing sewer now constructed on land of the School District of Radnor Township, such sewer to extend from manhole No. 4 of the present existing sewer in a Northeasterly direction approximately 500 feet to a manhole and thence extending in a Northwesterly direction to the premises hereinabove described, and the said Grantee, its successors and assigns, shall have the exclusive use thereof with respect to the section of said sewer extending in a Northwesterly direction from the manhole as aforesaid and as set forth in Deed Book 1864 page 466.

BEING the same premises which Benjamin Chew, Jr., Singleman, by Deed dated November 8, 1956 and recorded in Delaware County in Deed Book 1864 page 466 conveyed unto Triangle Publications, Inc., a Delaware corporation, in fee.

AND ALSO BEING part of the same premises which Girard Trust Corn Exchange Bank, Remaining Trustee and John T. Chew, Substituted Trustee Under the Will of Benjamin Chew, deceased, by Deed dated November 8, 1956 and recorded in Delaware County in Deed Book 1864 page 470, conveyed unto Triangle Publications, Inc., a Delaware corporation, in fee.

UNDER AND SUBJECT to the following:

- 1) Restrictions affecting title as in Deed Book 1865 Page 228.
- 2) Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of King of Prussia Road and Radnor and Chester Roads.
- 3) Rights granted to Philadelphia Suburban Water Company in Deed Books 1808 Page 4 and 1879 Page 392.

**Together** with all and singular the Buildings, \_\_\_\_\_  
Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges,  
Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and  
the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title,  
Interest, Property, Claim and Demand whatsoever of it, the said Grantor, \_\_\_\_\_  
in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof. \_\_\_\_\_

**To have and to hold** the said lot or piece of ground above described,  
with the buildings and improvements thereon erected, \_\_\_\_\_  
Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurte-  
nances, \_\_\_\_\_ unto the said Grantee, its Successors \_\_\_\_\_  
and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors  
and Assigns, forever. \_\_\_\_\_  
SUBJECT as aforesaid. \_\_\_\_\_

**And** the said Grantor, for itself and its Successors, \_\_\_\_\_  
\_\_\_\_\_ does by  
these presents, covenant, grant and agree, to and with the said Grantee, its Successors  
and Assigns, that—~~it~~—the said Grantor and its Successors \_\_\_\_\_  
\_\_\_\_\_ all and singular the \_\_\_\_\_  
Hereditaments and Premises herein above described and granted, or mentioned and intended so to be,  
with the Appurtenances, unto the said Grantee, its Successors \_\_\_\_\_  
\_\_\_\_\_ and Assigns,  
against it the said Grantor and its Successors \_\_\_\_\_ and against all and every  
Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from  
or under it, them \_\_\_\_\_ or any of them, \_\_\_\_\_  
shall and will, SUBJECT as aforesaid, \_\_\_\_\_ WARRANT and forever DEFEND.

**In Witness Whereof**, the party of the first part has hereunto set its  
hand and caused its corporate seal to be affixed, the day and year  
first above written.

**Sealed and Delivered**

IN THE PRESENCE OF US: (67,000.00)

TRIANGLE PUBLICATIONS, INC.

By: Harry O. Radnor  
Vice President

Attest: Peter M. Abel  
Ass't. Secretary

The above stated parties are in consideration  
includes back end encumbrances.

VALUE OF PREMISES AS DEFINED BY  
ORDINANCE IS \$670,000.00 AND TAX  
PAID ON SUCH VALUE.

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
BY: A. Schaffel

(Corporate Seal)  
Date: 10-2-81

Transfer Tax in the amount of  
67,000 has been paid on account  
of Radnor m.s.

Commonwealth of Pennsylvania

County of Delaware

On this, the 9th day of September, 1981, before me, a Notary Public in

and for the Commonwealth and County aforesaid, \_\_\_\_\_ the undersigned officer, personally appeared Harry C. Coles, Jr. who acknowledged himself (herself) to be the Vice President of TRIANGLE PUBLICATIONS, INC., a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as Vice President.

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

*Samuel Silverman*  
Notary Public

Samuel Silverman, Notary Public  
Radnor, Delaware Co., Pa.  
My Commission Expires Feb. 13, 1985

(NOTARIAL SEAL)

063743 1125-

Commonwealth Land Title Insurance Company  
C. 673-316-K



TRIANGLE PUBLICATIONS, INC.  
a Delaware corporation

TO

THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation

Premises:

#250 King of Prussia Road  
Radnor Township, Delaware County, Pennsylvania

750-S John C. Clark Co., Phila 1980

Prepared by:  
Robert M. Segal, Esquire  
WOLF, BLOCK, SCHORR and SOLIS-COHEN  
12th Floor Packard Building  
Philadelphia, PA 19102

RECORDER OF DEEDS  
DELAWARE CO., PA.

OCT 7 2 27 PM '81

023203

*Linda Lorentz 10-2-81 cashin*  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

REALTY TRANSFER TAX  
OCT 2 '81



\$17,000.00  
00.00

*Witness this stamp sent to 7000 - (sixty-seven thousand dollars). Recording of Realty Transfer Tax Paid on 10/2/81.*

*Delaware County  
Fidelity Mutual Life Insurance  
Dept. of Revenue  
Commonwealth of Pennsylvania  
10/19/81*

RECORDED In the Office for Recording of Deeds in and for Del. Co., Pa., Deed Book No. 2800 Page 419

WITNESS my hand and seal of Office on 2nd day of Oct. A.D. 1981

*James J. Ward*  
Recorder of Deeds

The address of the above named Grantee is Fidelity Mutual Life Insurance Co., 19102 S. Penn Square, Philadelphia, Pa.

*[Signature]*  
On behalf of the Grantee

# DEED 2158

Shading No. 100.

Printed for and sold by John C. Clark Co., 1408 B. Pine Square, Phila.

## This Indenture, Made the

day of \_\_\_\_\_ in the year of our Lord one thousand nine hundred and sixty-three (1963)

Between **BENJAMIN CHEW, JR.**, singleman, **GIRARD TRUST, CORN EXCHANGE BANK**, Surviving Trustee, and **JOHN T. CHEW**, Substituted Trustee under the Will of Benjamin Chew, deceased, parties of the first part, (hereinafter called the Grantors) of Radnor Township, Delaware County, Pennsylvania, being the owners and parties in interest in and to the certain strip of ground being hereinafter conveyed as and for an easement for a sanitary sewer line.

A N D

**THE TOWNSHIP OF RADNOR**, County of Delaware, State of Pennsylvania, party of the second part (hereinafter called the Grantee)

WITNESSETH

That the Grantors, for and in consideration of the sum of ONE DOLLAR (\$1.00) as well as the advantages to them accruing as for divers other consideration affecting the public welfare which they seek to advance, have granted, bargained, sold, aliened, enfeoffed, released, confirmed and conveyed, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm and convey unto the said Grantee, its successors and assigns all that certain strip of ground described in Schedule "A" attached hereto and forming a part hereof, and as shown on Plan and Profile Proposed Sanitary Sewer, made for Girard Trust Corn Exchange Bank, Trustee of the Chew Estate, by Yerkes Engineering Co., Bryn Mawr, Pennsylvania, dated November 26, 1963

TO HAVE AND TO HOLD, the said strip of ground as described in the aforesaid Schedule "A" to the Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever as and for an easement for a sanitary sewer and for no other use or purpose whatsoever.

AND the said Grantors, for themselves, their heirs, successors and assigns do by these presents confirm, promise to and agree to and with the said Grantee, its successors and assigns, that the said Grantee, its successors and assigns, shall have the right to enter upon the premises of the Grantors, their successors and assigns, with their necessary tools, vehicles and equipment to maintain, renew, and repair the aforesaid sanitary sewer line at all times hereafter doing all such work in a workman-like manner and restoring the premises to substantially the same condition as existed prior to their entry thereon.

# DEED 2158

Substantive and Substantial Warranty, Rev. 10/71.

Printed and Sold by John C. Clark Co., 1410 N. Pine Square, Tulsa.

**And** the said Girard Trust Corn Exchange Bank, Surviving Trustee, and John T. Chew, Substituted Trustee under the will of Benjamin Chew, deceased, for themselves, their respective successors, do

**renew, promise and agree, to and with the said** Grantee, its successors

**and Assigns, by these presents, that** they the said Girard Trust Corn Exchange Bank, Surviving Trustee, and John T. Chew, Substituted Trustee under the will of Benjamin Chew, deceased, have

**not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.**

**And** the said Benjamin Chew, Jr., singleman, for himself, his heirs, executors, administrators,

**Do this by**

**these presents, renew, grant and agree, to and with the said** Grantee, its successors

**and Assigns, that** he the said Benjamin Chew, Jr., singleman, his heirs

**all and singular the**

**hereditaments and premises herein above described and granted, or mentioned and intended as to be, with the appurtenances, unto the said** Grantee, its successors

**and Assigns, against him** the said Benjamin Chew, Jr., singleman, his heirs

**and against all and every** Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under him, them, or any of them,

**shall and will**

**WARRANT and forever DEFEND.**

**In Witness Whereof,** the said Grantors have caused these presents to be duly executed dated the day and year first above written.

*[Handwritten signatures]*  
Sealed and Delivered  
in the presence of us:  
*[Handwritten signatures]*

*[Handwritten signature]* (SEAL)  
Benjamin Chew, Jr.

GIRARD TRUST CORN EXCHANGE  
BANK, Surviving Trustee  
under the will of Benjamin Chew, deceased

By *[Handwritten signature]*  
Vice President

Attest *[Handwritten signature]*  
Secretary

*[Handwritten signature]* (SEAL)  
John T. Chew, Substituted Trustee under  
the will of Benjamin Chew, deceased

# DEED 2158

"EXHIBIT A"

ALL THAT CERTAIN sanitary sewer,  
SITUATE in Radnor Township, Delaware County, Pennsylvania and described in accordance  
to a plan thereof made by Yerkes Engineering Company, Bryn Mawr, Pennsylvania, dated  
November 26, 1963 as follows to wit:  
BEGINNING at manhole #4 in the bed of King of Prussia Road (Fifty feet wide) which  
point is Eight Hundred Ninety-five feet more or less measured Southeastwardly through  
the bed of King of Prussia Road from the center line of Radnor and Chester Road; thence  
from manhole #4 and crossing the bed of King of Prussia Road South Sixty-seven degrees  
Forty minutes Ten seconds West Two Hundred Thirty-eight and Fifty One-hundredths  
feet to manhole #3; thence South Forty-two degrees Five minutes Ten seconds West  
Two Hundred Twenty-six feet to manhole #2; thence South Twenty-one degrees Fifty-  
seven minutes Ten seconds West Two Hundred Fifty and Ninety-three One-hundredths  
feet to manhole #1 being part of another sanitary sewer line which extends Northeastwardly  
through the land of the grantor and Southwestwardly into the land of Radnor Township  
School District.

# DEED 2158

Single Ind. Corporate Acknowledgment.

Printed and Sold by Jones C. Clark Co., 1420 S. Pine Street, Phila.

On the \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 1963, before me, the subscriber, a notary public for \_\_\_\_\_ residing in \_\_\_\_\_

personally appeared the above-named BENJAMIN CHEW, JR., singleman,

and in due form of law acknowledged the above Subsignature, to be \_\_\_\_\_ his \_\_\_\_\_ act and deed, and desired the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid

William J. Hall  
Notary Public

My commission expires: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini 1963, before me, the subscriber a notary public for \_\_\_\_\_ residing in \_\_\_\_\_

personally appeared J. H. \_\_\_\_\_ Secretary of the said **QUARR TRUST CORN EXCHANGE BANK**, Surviving Trustee under the will of Benjamin Chew, deceased who being duly sworn according to law, says that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the said Indenture was duly sealed and delivered by \_\_\_\_\_ President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned,

and that the names of this deponent \_\_\_\_\_ Secretary and of \_\_\_\_\_ as \_\_\_\_\_ President of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

Sworn \_\_\_\_\_ and subscribed before me, the day and year aforesaid. Witness my hand and notarial seal.

William J. Hall  
Notary Public

J. H. \_\_\_\_\_  
Secretary

My commission expires: \_\_\_\_\_

WILLIAM J. HALL, Notary Public  
PHILADELPHIA, PENNSYLVANIA  
BY CHAS. H. BAKER, Secretary, 1944

This notary is qualified and has an Office in \_\_\_\_\_ the above named Corporation

William J. Hall  
Notary Public  
BOOK 2158 PAGE 869

# DEED 2158

Revised and Enlarged Edition

Printed for and Sold by John C. Clark Co., 1142 B. First Square, Phila.

Recorded, the day of the date of the above Indenture, of the above-named.

On the 27<sup>th</sup> day of *June* Anno Domini 1863, before me, the subscriber, a notary public for *the State of Pennsylvania* residing in *Philadelphia*

personally appeared the above-named JOHN T. CHEW, Substituted Trustee under the Will of Benjamin Chew, deceased,

and in the form of law acknowledged the above Indenture to be his act and deed, and desired the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

*Louis Williams*  
Notary Public

My Commission expires *January 21<sup>st</sup> 1864*

Recorded in the Office for Recording of Deeds in and for

in Book No. page &c.

Witness my hand and seal of Office this

day of Anno Domini 18

# DEED 2158

TO THE TOWNSHIP OF RADNOR  
BY BENJAMIN CHEW, JR.  
2000-0001

## Deed

OF DEDICATION

BENJAMIN CHEW, JR., singleman,  
BY AL

TO  
THE TOWNSHIP OF RADNOR

Premises:

John C. Hays, Jr., 1400 N. Penn Avenue, Phila.

Dec 3 11 50 AM '93

MUTUAL GRANTS OF EASEMENT

THIS INDENTURE, made <sup>as of</sup> this ~~31st~~ day of August, A.D. 1982, between THE SCHOOL DISTRICT OF THE TOWNSHIP OF RADNOR, a third class school district organized and existing under the laws of the Commonwealth of Pennsylvania ("District"), THE RADNOR TOWNSHIP SCHOOL AUTHORITY, a school district municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania ("Authority"), and THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Fidelity");

W I T N E S S E T H:

WHEREAS, District is the owner of land bordered by Lancaster Avenue (Rte. 30), Radnor-Chester Road, King of Prussia Road, lands of Fidelity and lands of Authority in Radnor Township, Delaware County, Pennsylvania ("District Parcel");

WHEREAS, Authority is the owner of land bordered by lands of District and Fidelity #2 (hereinafter defined) in Radnor Township, Delaware County, Pennsylvania ("Authority Parcel");

WHEREAS, Fidelity is the owner of lands located in Radnor Township, Delaware County, Pennsylvania, as more particularly described on Exhibits "A" and "B" attached hereto ("Fidelity #1" and "Fidelity #2," respectively);

WHEREAS, Fidelity and District each own a one-half joint undivided interest in a certain transformer (necessary for the receipt, conversion and delivery of electric power to property of Authority and Fidelity) and concrete pad on which the same is affixed which pad is located on the Authority Parcel (collectively the "Transformer");

AND, WHEREAS, District, Authority and Fidelity desire to establish and grant for the benefit of each other, in common,

- A. The perpetual right to locate and maintain the Transformer and appurtenances thereto, including gravel ground covering and chain-link fence surrounding the same, located on such portions of Authority Parcel and

Fidelity #1 as are shown on the plan prepared for Fidelity by Yerkes Associates, dated August 24, 1982, an extract of which is attached hereto as designated ("Area A") and more particularly described on Exhibit "C" attached hereto,

- B. The perpetual right to locate, maintain, install and replace electric transmission and distribution facilities ("Power Lines") on such portions of Authority Parcel, District Parcel, Fidelity #1 and Fidelity #2 as are shown on the plan prepared for Fidelity by Yerkes Associates, dated August 24, 1982, an extract of which is attached hereto as designated ("Area B") and more particularly described on Exhibit "D" attached hereto, and
- C. The right of access to the Transformer and Power Lines, for maintenance, servicing and repair only, over and along those portions of the paved cartway known as Raider Road as the same transverses Authority Parcel and District Parcel (the "Roadway") in the manner as shown on the plan prepared for Fidelity by Yerkes Associates, dated August 24, 1982, an extract of which is attached hereto as designated ("Area C") and more particularly described on Exhibit "E" attached hereto.

NOW, THEREFORE, Fidelity, Authority and District for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other valuable consideration unto them well and truly paid, each ~~to~~ the other at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell unto each other, their successors and assigns, in common as follows:

1. The perpetual right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over and within Area A the Transformer and such attendant fixtures, such as containment

fencing, as from time to time shall be determined to be necessary for the receipt, conversion, transmission and distribution of electricity (originating from, metered and billed by Philadelphia Electric Company) for the service of light, heat and power to property conveyed this date to Fidelity as well as to the school improvements on Authority Parcel.

2. The perpetual right, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within Area B such Power Lines as from time to time shall be determined to be necessary to supply the Transformer with electricity together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary, to provide sufficient clearance for the protection of the aforesaid Power Lines.

3. The right, use, liberty and privilege of, and passage in and along the Roadway established by Area C for maintenance and repair only of the Transformer.

4. The aforesaid rights are granted under and subject to the following conditions:

- (a) The parties hereunder hereby agree to keep Areas A, B and C clear of buildings or any other permanent structure not contemplated by the within grants which could interfere with the construction, maintenance or use of the Transformer, Power Lines and the Roadway.
- (b) All costs incurred in connection with the maintenance, repair, upkeep and replacement of the Transformer, Power Lines as well as attributable activities in Areas A and B shall be borne pro rata based upon the percentage of metered electrical use (measured at or by reference to the Transformer) enjoyed by the property

of District, Authority and Fidelity (all such use being 100%) for a period of six (6) consecutive months preceeding the incurrence of such cost.

(c) The within grant with respect to Area C is a non-exclusive grant for the benefit of the parties hereto and it is expressly understood that District and Authority reserve the right to make Area C available for such other persons and activities as they, in their sole discretion and without notice to Fidelity, may determine provided that the exercise of such reservation will not unreasonably interfere with the rights given herein for use of the Roadway. Maintenance and repair of Area C shall be the responsibility of District and Authority.

(d) Authority and District reserve the right to withdraw the Roadway as a means of access to the Transformer provided that they shall, at the time of such withdrawal, create another means of access to the Transformer unless at the time of such withdrawal Authority and District no longer are in title to property by which a substitute access can be created.

(e) The easement created by Area C, or such substitute access as may be established, shall become null and void and shall terminate should Fidelity cease to use, for a period of twelve consecutive months, or maintain the Transformer.

5. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, executors, administrators, grantees, mortgagees, assigns, successors, tenants and personal representatives of the parties hereto.

6. Any of the parties may enforce this instrument by appropriate action and should it prevail in such litigation, it shall recover as part of its costs a reasonable attorney's fee.

7. The rule of strict construction does not apply to these grants. These grants shall be given reasonable construction so that the intention of the parties to confer a usable right of enjoyment is carried out.

8. All notices, requests and other communications shall be in writing sent by registered mail, return receipt as follows:

(a) If intended for District:

The School District of the Township of Radnor  
Administration Building  
135 South Wayne Avenue  
Wayne, PA 19087

(b) If intended for Authority:

Radnor Township School Authority  
P.O. Box 191  
Wayne, PA 19087

(c) If intended for Fidelity:

The Fidelity Mutual Life Insurance Company  
250 King of Prussia Road  
Radnor, PA 19087

or at such other address of which District, Authority or Fidelity shall have given notice herein provided.

9. Except as otherwise provided with respect to Area C, the parties herein may jointly amend or terminate this instrument by recording an amendment or release, as the case may be, in the Office of the Recorder of Deeds of Delaware County, Pennsylvania, whereupon all rights, duties and liabilities hereby created shall terminate. For convenience, such instrument may run to "the owner or owners and parties interested" of each parcel.

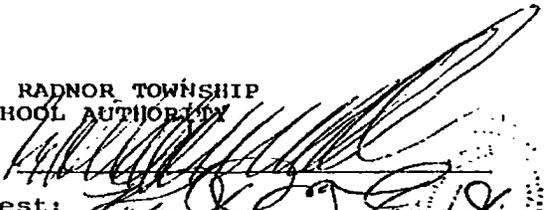
IN WITNESS WHEREOF, the said District, Authority and Fidelity have hereunto set their hands and seals the day and year first above written.

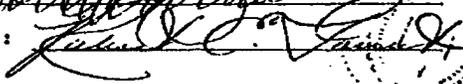
SCHOOL DISTRICT OF THE  
TOWNSHIP OF RADNOR

By: [Signature]

Attest: [Signature]

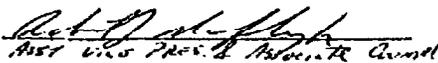
THE RADNOR TOWNSHIP  
SCHOOL AUTHORITY

By: 

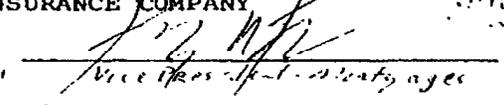
Attest: 



Attest:

  
First Vice Pres. of Radnor Sch. Board  
(Corporate Seal)

THE FIDELITY MUTUAL LIFE  
INSURANCE COMPANY

By: 

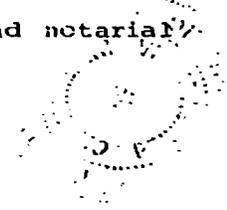
Vice President - Philadelphia

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF PHILADELPHIA )

On this 23rd day of August, 1982, before me a Notary Public, the undersigned officers, personally appeared Ray N. Kest and Robert J. Daughy who acknowledged themselves to be the Vice President and Asst. Vice President + Secretary of The Fidelity Mutual Life Insurance Company, a corporation and that they as such officers, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the corporation and attesting such signature by themselves as such officers.

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

Carol Pearson  
Notary Public



My Commission Expires: July 26, 1986

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF PHILADELPHIA )  
Delaware

On this 30<sup>th</sup> day of August, 1982, before me a Notary Public, the undersigned officers, personally appeared Harold D. Greenwell and Robert E. Forest who acknowledged themselves to be the Chairman President and Secretary of Radnor Township School Authority, a School District corporation, municipal and that they as such officers, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the corporation and attesting such signature by themselves as such officers.

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

Barbara A. Hallman  
Notary Public  
BARBARA A. HALLMAN, Notary Public  
RADNOR TWP., DELAWARE COUNTY  
MY COMMISSION EXPIRES JULY 3, 1983  
Member, Pennsylvania Association of Notaries  
My Commission Expires: 7/3/83



EXHIBIT "A"

ALL THAT CERTAIN lot or piece of ground, SITUATE in Radnor Township, Delaware County, Pennsylvania described according to a Plan of property of Radnor Township School Authority made by Yerkes Associates, Inc., Consulting Engineers, etc. dated May 18, 1982 as follows to wit:

BEGINNING at an interior point, said point being measured the six following courses and distances from a point of curve on the Southwesterly side of King of Prussia Road (50 feet wide); (1) on the arc of a circle curving to the left having a radius of 50 feet, an arc distance of 74.14 feet to a point of tangent on the Southeasterly side of Radnor-Chester Road; (2) South 33 degrees 17 minutes 48 seconds West 203.97 feet to a point of curve; (3) on an arc of a circle curving to the right having a radius of 435.28 feet, an arc distance of 168.77 feet to a point; (4) South 39 degrees 56 minutes 30 seconds East 179.72 feet to a point; (5) South 49 degrees 46 minutes 20 seconds East 260.12 feet to a point and (6) South 17 degrees 32 minutes 50 seconds East 125 feet to the point of beginning; thence extending from said beginning point, South 17 degrees 32 minutes 50 seconds East 160.62 feet to a point, a corner; thence extending along same the nine following courses and distances; (1) South 66 degrees 39 minutes 40 seconds West 181.89 feet to a point; (2) North 72 degrees 52 minutes West 70 feet to a point; (3) North 73 degrees 11 minutes West 40.49 feet to a point; (4) North 85 degrees 56 minutes West 40.07 feet to a point; (5) South 79 degrees 30 minutes West 39.82 feet to a point; (6) South 66 degrees 45 minutes West 129.87 feet to a point; (7) North 23 degrees 55 minutes West 22.76 feet to a point; (8) South 67 degrees 45 minutes West 63.38 feet to a point and (9) North 23 degrees 20 minutes West 33.94 feet to a point, a corner of lands now or late of Radnor Township School District; thence extending along same North 66 degrees 21 minutes 50 seconds East 550.17 feet to a point, being the first mentioned point and place of beginning.

CONTAINING in area 1.277 acres.

BEING Parcel 1-A.

EXHIBIT "B"

ALL THAT CERTAIN lot or parcel of land SITUATE in Radnor Township, Delaware County, Pennsylvania, described according to a Plan of property of Radnor Township School District made by Yerkes Associates, Inc., Consulting Engineers, etc. dated May 18, 1982 as follows, to wit:

BEGINNING at a point on the title line in the bed of King of Prussia Road (50 feet wide) said point being measured the three following courses and distances from a point of intersection with the center line of Radnor-Chester Road; (1) on an arc of a circle curving to the left having a radius of 425 feet, an arc distance of approximately 80 feet, more or less to a point of tangent; (2) South 61 degrees 45 minutes East 371.36 feet to a point of curve and (3) on an arc of a circle curving to the right having a radius of 700 feet, an arc distance of 207.33 feet to the point of beginning; thence extending from said beginning point and along said title line curving to the right having a radius of 700 feet, an arc distance of 276.37 feet to a point in the bed of a creek; thence extending the three following courses and distances through the bed of said creek; (1) South 68 degrees 24 minutes West crossing the Southwesterly side of King of Prussia Road 204.82 feet to a point; (2) South 42 degrees 12 minutes West 300.17 feet to a point and (3) South 66 degrees 39 minutes 40 seconds West 187.24 feet to a point to a point in line of lands now or formerly of Radnor Township School Authority; thence extending North 17 degrees 32 minutes 50 seconds West along last mentioned lands 50.62 feet to a point, a corner of lands of Fidelity Mutual Life Insurance Company; thence extending North 35 degrees 34 minutes 05 seconds East 159.68 feet, more or less to a point, a corner; thence extending along same the three following courses and distances; (1) South 54 degrees 06 minutes 40 seconds East 40 feet to a point; (2) North 35 degrees 34 minutes 05 seconds East 201.24 feet to a point and (3) North 33 degrees 22 minutes East recrossing the Southwesterly side of King of Prussia Road 337.67 feet to the first mentioned point and place of beginning.

CONTAINING in total area 2.229 acres.

BEING Parcel No. 2-D on said Plan.

EXHIBIT "C"

Description of Transformer Station Easement  
in accordance with Plan of Property of Fidelity  
Mutual Life Insurance Company, Radnor Township,  
Delaware County, Pennsylvania, dated August 24,  
1982 as prepared by Yerkes Associates, Inc.

Beginning at a point on the Northerly side of a 30 foot wide access easement being within land of the Radnor Township School Authority, said point being measured the four following courses and distances along the Northerly and Easterly side of a 30 foot wide access easement from a point on the centerline of Radnor Chester Road which point being at the distance of 1220.21 feet measured in a Northeasterly direction along the title line in Radnor Chester Road from a point marking its intersection with the centerline of Lancaster Avenue (U.S. Rt. 30); (1) leaving Radnor Chester Road, South 23 degrees 04 minutes 30 seconds East 459.65 feet to a point of curve; (2) along a line curving to the left with a radius of 230.84 feet, the arc distance of 86.60 feet to a point of compound curve; (3) along a line curving to the left with a radius of 125 feet, the arc distance of 157.97 feet to a tangent point; (4) North 66 degrees 51 minutes East 127.60 feet to the place of beginning; thence from said beginning point extending along the herein described easement for a transformer station the three following courses and distances: (1) North 23 degrees 55 minutes West 25.52 feet to a point in line of land of Radnor Township School District (about to be conveyed to Fidelity Mutual Life Insurance Company); (2) by same, North 67 degrees 45 minutes East 35 feet to a point; (3) still by same, South 23 degrees 55 minutes East 24.97 feet to a point on the Northerly side of aforesaid 30 foot wide access easement; thence by same, South 66 degrees 51 minutes West 35 feet to the first mentioned point and place of beginning.

EXHIBIT "D"

Description of 20 foot wide Electric Company easement through land of Radnor Township School District and Radnor Township School Authority in accordance with Plan of Property of Fidelity Mutual Life Insurance Company, Radnor Township, Delaware County, Pennsylvania, plan for Access Easement and Electric Easement dated August 24, 1982 by Yerkes Associates, Inc.

Beginning at a point on the centerline of King of Prussia Road, marking its intersection with the Northerly side of herein described 20 foot Electric Company easement, said point being at the distance of 1347± feet measured in a Southeasterly direction along the centerline of King of Prussia Road from a point marking its intersection with the centerline of Radnor Chester Road; thence from said beginning point extending along the centerline of King of Prussia Road crossing herein described easement, along a line curving to the right in a Southeasterly direction with a radius of 700 feet the arc distance of 20.01 feet to a point on the Southerly side of herein described easement; thence by same leaving King of Prussia Road through lands of Radnor Township School District and Radnor Township School Authority the nine courses and distances: (1) South 63 degrees 47 minutes West 131.23 feet to a point; (2) South 56 degrees 17 minutes West 122.30 feet to a point; (3) South 44 degrees 48 minutes West 252.94 feet to a point; (4) South 47 degrees 30 minutes West 283.93 feet to a point; (5) North 72 degrees 52 minutes West 192.10 feet to a point; (6) North 73 degrees 11 minutes West 40.49 feet to a point; (7) North 85 degrees 56 minutes West 40.07 feet to a point; (8) South 79 degrees 30 minutes West 39.82 feet to a point; (9) South 66 degrees 45 minutes West 164.86 feet; thence crossing said easement, North 23 degrees 55 minutes West 23.37 feet to a point on the Northerly side of said easement; thence by same extending through lands of Radnor Township School District and Radnor Township School Authority the eleven following courses and distances; (1) North 67 degrees 45 minutes East 35 feet to a point; (2) South 23 degrees 55 minutes East 2.76 feet to a point; (3) North 66 degrees 45 minutes East 132.34 feet to a point; (4) North 72 degrees 30 minutes East 44.61 feet to a point; (5) South 85 degrees 56 minutes East 44.86 feet to a point; (6) South 73 degrees 11 minutes East 42.78 feet to a point; (7) South 72 degrees 52 minutes East 180.69 feet to a point; (8) North 47 degrees 30 minutes East 172.00 feet to a point; (9) North 44 degrees 48 minutes East 254.48 feet to a point; (10) North 56 degrees 17 minutes East 124.62 feet to a point; (11) North 63 degrees 47 minutes East 133.12 feet to the first mentioned point and place of beginning.

## EXHIBIT "E"

(page 1 of 2)

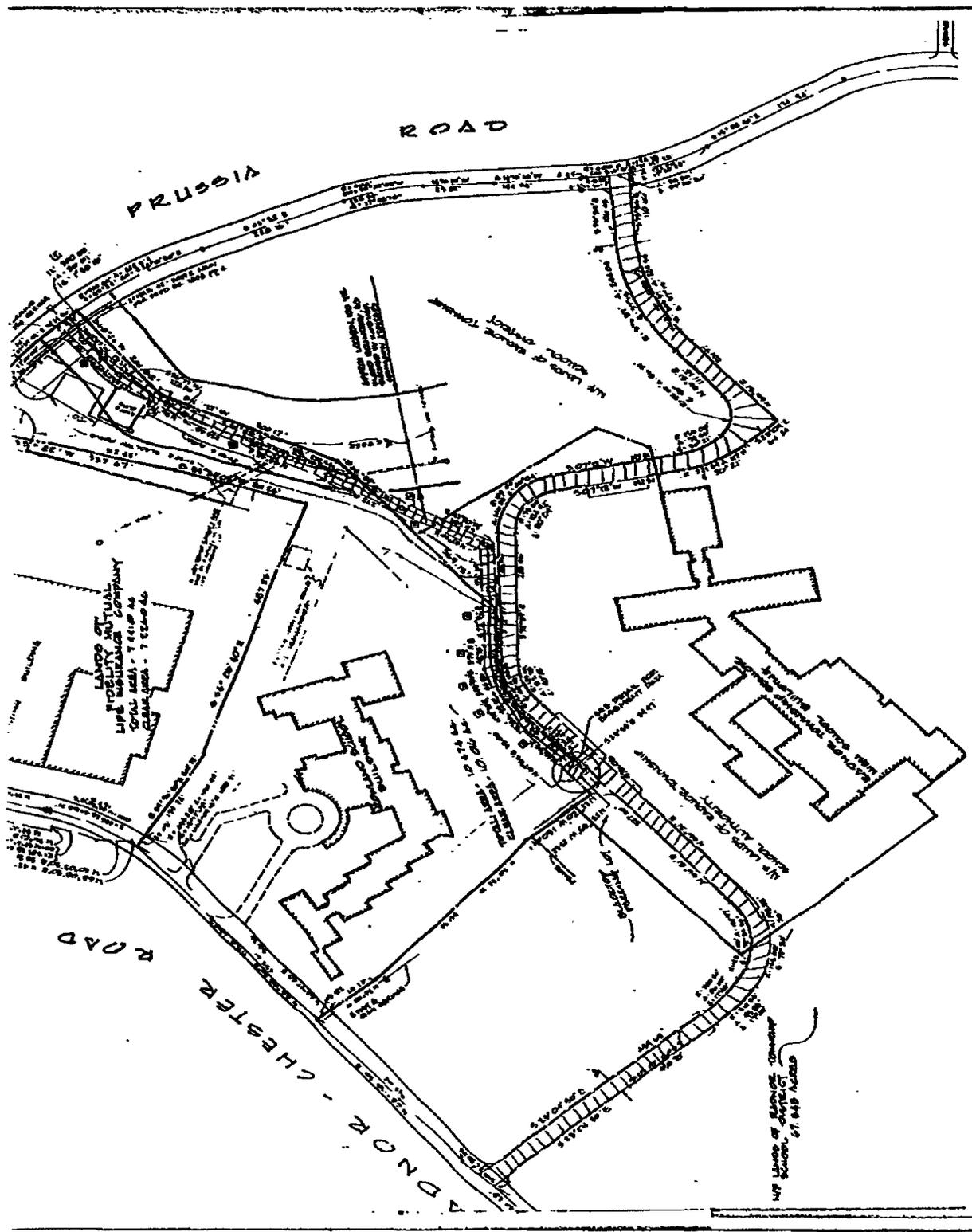
- Description of Access Easement for Fidelity Mutual Life Insurance Company along existing driveway to Transformer Station extending from Radnor Chester Road to King of Prussia Road in accordance with Plan of Property of Fidelity Mutual Life Insurance Company Radnor Township, Delaware County, Pennsylvania dated August 24, 1982 as prepared by Yerkes Associates, Inc.

Beginning at a point on the title line in the bed of Radnor Chester Road, said point being at the distance of 1190.00 feet measured in a Northeasterly direction along the title line in the bed of Radnor Chester Road from a point marking its intersection with the centerline of Lancaster Avenue (U.S. Rt. 30); thence from said beginning point extending along the title line in Radnor Chester Road crossing herein described easement, North 65 degrees 06 minutes 30 seconds East 30.01 feet to a point; thence leaving Radnor Chester Road and extending through lands of Radnor Township School District and through lands of Radnor Township School Authority, along the Easterly and Northerly side of a 30 foot wide access easement, also being on or near the Northerly and Easterly side of an existing driveway extending from Radnor Chester Road to King of Prussia Road, the seven'een following courses and distances: (1) South 23 degrees 04 minutes 30 seconds East 459.65 feet to a point of curve; (2) along a line curving to the left with a radius of 280.84 feet, the arc distance of 86.60 feet to a point of compound curve; (3) along a line curving to the left with a radius of 125 feet the arc distance of 157.97 feet to a tangent point; (4) North 66 degrees 51 minutes East 327.60 feet to a point; (5) along the perimeter of the transformer station, North 23 degrees 55 minutes West 25.57 feet to a point; (6) by same, North 67 degrees 45 minutes East 35 feet to a point; (7) by same, South 23 degrees 55 minutes East 24.97 feet to a point; (8) along the Northerly side of said access easement, North 66 degrees 51 minutes East 113.47 feet to a point of curve; (9) along a line curving to the right with a radius of 155 feet, the arc distance of 108.75 feet to a tangent point; (10) South 72 degrees 57 minutes East 238.46 feet to a point of curve; (11) along a line curving to the right with a radius of 105 feet, the arc distance of 146.88 feet to a tangent point; (12) South 07 degrees 12 minutes West 192.51 feet to a point of curve; (13) along a line curving to the left with a radius of 150 feet, the arc distance of 79.46 feet to a point of compound curve; (14) along a line curving to the left with a radius of 55 feet, the arc distance of 86.19 feet to a tangent point; (15) North 66 degrees 51 minutes East 111.14 feet to a point of curve; (16) along a line curving to the right with a radius of 375.37 feet the arc distance of 244.04 feet to a tangent point; (17) South 75 degrees 54 minutes

EXHIBIT "E" continued

(page 2 of 2)

East 106.45 feet to a point on the centerline of King of Prussia Road; thence by same crossing herein described easement, along a line curving to the left in a Southwesterly direction with a radius of 400 feet, the arc distance of 30.30 feet to a point on the Westerly side of said easement; thence leaving King of Prussia Road along the Westerly and Southerly side of herein described 30 foot wide easement, extending through lands of the Radnor Township School District and Radnor Township School Authority and along and near the Westerly and Southerly side of aforesaid driveway the thirteen following courses and distances; (1) North 75 degrees 54 minutes West 110.66 feet to a point of curve; (2) along a line curving to the left with a radius of 345.37 feet, the arc distance of 224.54 feet to a tangent point; (3) South 66 degrees 51 minutes West 201.77 feet to a point; (4) North 23 degrees 09 minutes West 64.24 feet to a point of curve; (5) along a line curving to the right with a radius of 221.09 feet, the arc distance of 117.11 feet to a tangent point; (6) North 07 degrees 12 minutes East 192.51 feet to a point of curve; (7) along a line curving to the left with a radius of 75 feet, the arc distance of 104.92 feet to a tangent point; (8) North 72 degrees 57 minutes West 238.46 feet to a point of curve; (9) along a line curving to the left with a radius of 125 feet, the arc distance of 87.70 feet to a tangent point; (10) South 66 degrees 51 minutes West 476.06 feet to a point of curve; (11) along a line curving to the right with a radius of 155 feet, the arc distance of 195.88 feet to a point of compound curve; (12) along a line curving to the right with a radius of 310.84 feet, the arc distance of 95.85 feet to a tangent point; (13) North 23 degrees 04 minutes 30 seconds West 458.70 feet to the first mentioned point and place of beginning.



- Area A 
- Area B 
- Area C 

*Cynthia Weald*  
003884  
*P. R. [unclear] 39.52*

*School 1.1.1 of [unclear]*  
*to [unclear]*

*[Faint vertical text]*

RECORDED in the Office for Recording  
of Deeds in and for Del. Co., Pa., in

No. \_\_\_\_\_ Page \_\_\_\_\_

WITNESS my hand and seal of Office this  
\_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_.

*James J. [unclear]*  
Recorder of Deeds



*Bell Ohio*

*NR.  
15.50  
50.00 state  
11.00  
65.50*

EASEMENT

*V 8.13*

101057

Received of THE BELL TELEPHONE COMPANY OF PENNSYLVANIA ("Telephone Company"), the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), receipt whereof is hereby acknowledged, THE FIDELITY MUTUAL LIFE INSURANCE COMPANY ("Grantor") hereby grants unto said Telephone Company, its successors and assigns, lessees and agents, the right, privilege and authority to construct, maintain, operate, inspect and from time to time reconstruct, rearrange, renew and thereafter maintain, inspect and operate a controlled environment vault (CEV) and underground communications lines, appliances, conduits, cables and wire (hereinafter referred to as utility facilities) on, over, under, along and across a portion of Grantor's land, as shown on Exhibit "A" and described on Exhibit "B" (the "Vault Site") attached hereto and made a part hereof, said land being located in the Township of Radnor, Delaware County, Pennsylvania. Grantor further grants right of access over said land to and from said utility facilities, by Telephone Company employees and equipment, for the purposes set forth above, by any reasonable route over said land, including but not limited to private lanes, roads or driveways and the right to make such alterations in said land as mutually agreed is necessary to construction said utilities facilities.

RECORDED  
SEP 17 1984

Grantor further grants the exclusive use of that portion of the Vault Site not to exceed underground, twenty-four (24) feet long, seven (7) feet wide, and nine (9) feet deep and above ground, six (6) feet long, six (6) feet wide, twenty-five (25) inches high upon which said controlled environmental vault is centrally located. Said utility facilities shall remain the property of Telephone Company which shall, at all times retain the right to remove same.

The said utility facilities shall be installed in good and workmanlike manner by and at the expense of the said Telephone Company.

Telephone Company, its successors and assigns, shall at its expense, landscape, provide screening and restore any portion of the aforesaid land disturbed in the exercise of the rights granted to a condition at least as good as existed prior to the exercise of any said rights, using landscape contractor as directed by Grantor.

The said Telephone Company shall indemnify and save harmless the owners and tenants of Grantor's land including the Vault Site

VOL 0186 PG 0656

# Yerkes

Architects/Site Planners  
Consulting Engineers  
Landscape Architects  
Surveyors

Yerkes Associates, Inc.

101 Charles Drive  
P.O. Box 1080  
Bryn Mawr, Pa. 19010-0927  
(215) 523-6200

August 31, 1984

PLAN SHOWING EASEMENT FOR PROPOSED VAULT  
MADE FOR  
BELL TELEPHONE COMPANY OF PENNSYLVANIA  
LANDS OF  
THE FIDELITY MUTUAL LIFE INSURANCE COMPANY  
RADNOR TWP., DELAWARE CO., PA.

All that certain parcel of land designated as an Easement, situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania bounded and described in accordance with a plan made for Bell Telephone Company of Pennsylvania through lands of The Fidelity Mutual Life Insurance Company dated 16 August 1984 and revised 31 August 1984 as prepared by Yerkes Associates, Inc., Bryn Mawr, Pa.

Beginning at a point being the northerly corner of the herein described easement and the southeasterly sideline of Radnor Chester Road, said sideline being 25 feet from and parallel to the centerline; said point being at the distance of 180.00 feet measured South 33 degrees 17 minutes 48 seconds West 203.97 feet along the said sideline of Radnor Chester Road from the point of tangency of a radius round corner; said last mentioned point being at the arc distance of 74.14 feet measured southwesterly along the arc of a circle curving to the left, having a radius of 50.00 feet, the chord of said arc being South 75 degrees 46 minutes 24 seconds West 67.53 feet from the point of curvature on the southwesterly side of King of Prussia Road (50 feet wide); thence from said point of beginning in and through lands of The Fidelity Mutual Life Insurance Company, the following three courses and distances; (1) South 56 degrees 42 minutes East 32.00 feet to a point a corner; (2) South 33 degrees 18 minutes West 8.5 to a point a corner; (3) North 56 degrees 42 minutes West 32.00 feet to a point a corner on the aforementioned southeasterly sideline of Radnor Chester Road; thence along the said sideline, North

Offices: Bryn Mawr, West Chester, Pennsylvania

VOL 0186 PG 0657

Exhibit "B"

-2-

33 degrees 17 minutes 48 seconds East 8.5 feet to the first mentioned point and place of beginning.

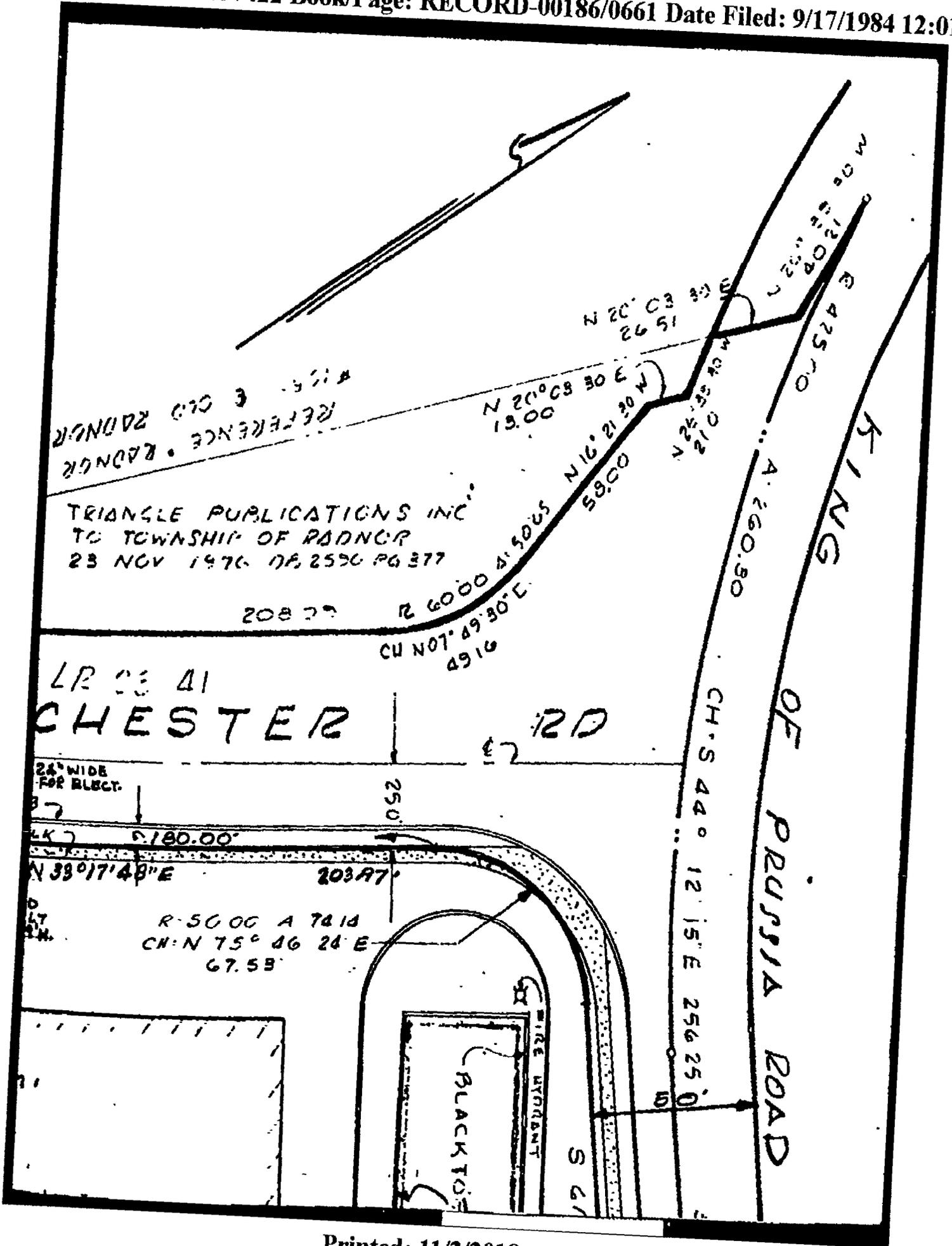
*James J. Starch*  
RECORDER OF DEEDS



VOL 0186 PG 0658







5716

*H. P. [Signature]*



**Bell of Pennsylvania**  
A Bell Atlantic Company

**Building Entrance Facility Grant**

2866  
(Rev. 5/78)  
Side 1

*GM  
18.00  
H.F.*

008626

DELAWARE CO., PA.

93FEB-4 AM 11:32

Received of **THE BELL TELEPHONE COMPANY OF PENNSYLVANIA**, good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, Grantor(s), **AMERICAN METROPOLITAN DEVELOPMENT CORPORATION** (CORP., PARTNERSHIP, INDIVIDUAL) hereby grant(s) unto said Telephone Company, its successors, assigns, Lessees and agents, the right, privilege and authority to construct, reconstruct, operate, maintain and remove its entrance facilities to the Rate Demarcation Point (RDP) with associated terminals and other facilities (hereinafter referred to as utility facilities) required to provide telephone service to the various occupants of building known as **FIDELITY MUTUAL GROUP BUILDING**

Located at 250 King of Prussia Road,

Municipality of Radnor, County of Delaware

Commonwealth of Pennsylvania with the right of access to and from said building to construct, maintain and remove said utility facilities.

The Grantor(s) being the owner(s) of record of the above mentioned Property also grants to Grantor(s) right of use and access on said Property outside said building as shown on exhibit "A" (which is attached hereto and made a part hereof) for the purpose of providing utility facilities to the R.D.P. of said building.

Said utility facilities shall be installed in a good and workmanlike manner by and at the expense of the said Telephone Company; but any subsequent relocation or removal of said utility facilities shall be done by said Telephone Company at the expense of the building owner unless such relocation or removal is caused by the Telephone Company.

Right of Way Agent:

36 020115800

IN WITNESS WHEREOF, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand(s) and seal(s) this 27 day of Oct, A.D. 1992 at

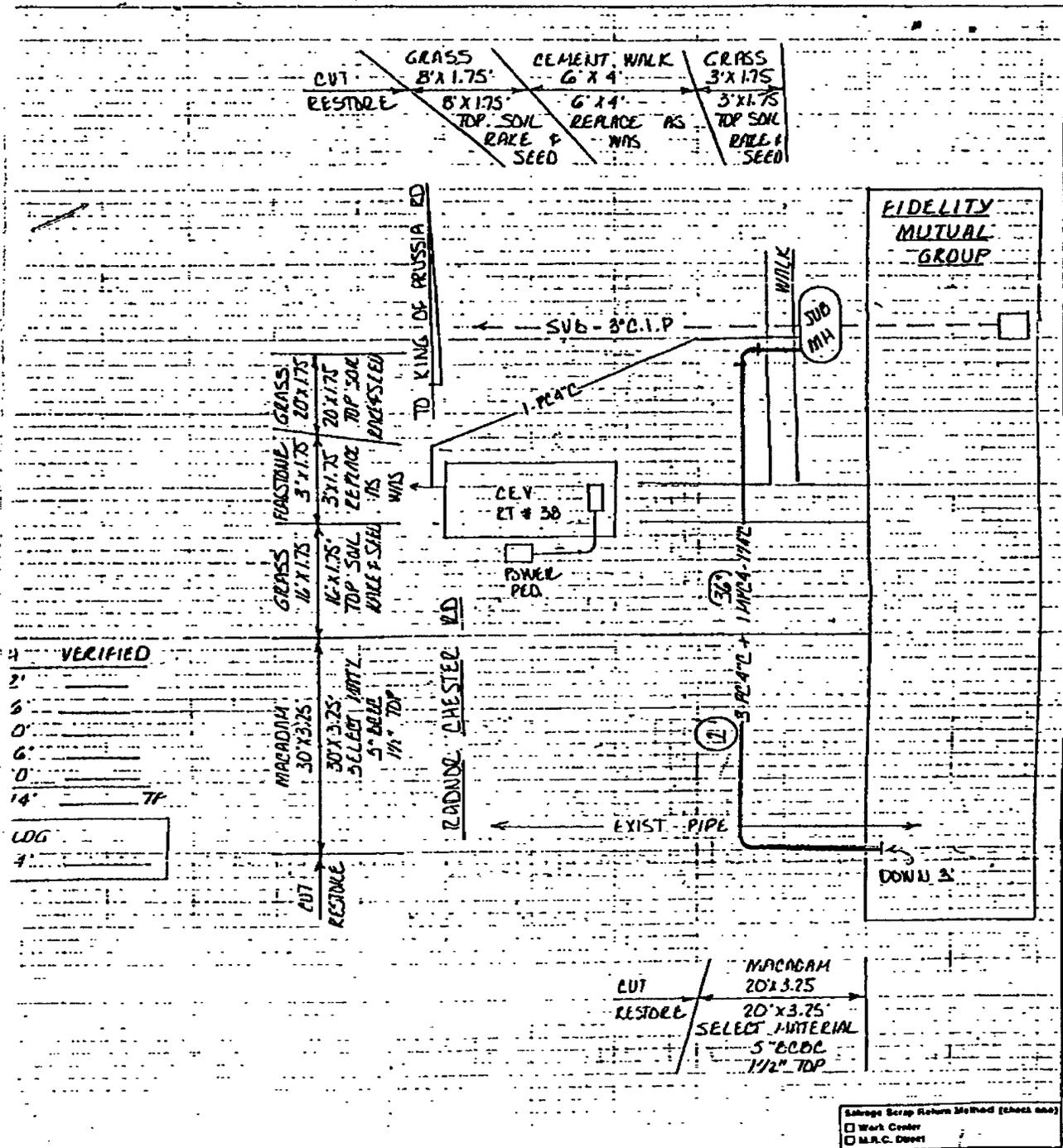
(Post Office Address)

WITNESS OR ATTEST:

AMERICAN METROPOLITAN DEVELOPMENT CORPORATION

*[Signature]*

**AMANI R. BALABOH**



4 VERIFIED

2' \_\_\_\_\_

6' \_\_\_\_\_

0' \_\_\_\_\_

6' \_\_\_\_\_

0' \_\_\_\_\_

14' \_\_\_\_\_ 7F

LOG

4' \_\_\_\_\_

Salvage Scrap Return Method (check one)

Work Center

M.A.C. Depot

Side 2

(Individual(s) Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF \_\_\_\_\_ =

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
before me, \_\_\_\_\_, a Notary Public for the Commonwealth  
of Pennsylvania, personally appeared \_\_\_\_\_  
known to me (or satisfactorily proven) to be the person(s) whose name(s) ..... subscribed to the  
within instrument and in due form of law acknowledged the said instrument for the purpose therein  
contained to be .... h. .... act and deed, and desired the same might be recorded as such.

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

\_\_\_\_\_  
NOTARY PUBLIC

(Corporation Acknowledgement)

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF \_\_\_\_\_ =

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
before me, \_\_\_\_\_, a Notary Public for the Commonwealth  
of Pennsylvania, personally appeared \_\_\_\_\_  
who acknowledged .... h. .... self to be the \_\_\_\_\_ of  
the \_\_\_\_\_ (TITLE) \_\_\_\_\_ a corporation,  
(NAME OF CORPORATION)  
and that ...he... as such \_\_\_\_\_ (TITLE) being authorized to do so,  
executed the foregoing instrument for the purpose therein contained by signing the name of the  
corporation by ...h...self as said \_\_\_\_\_ (TITLE)

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

\_\_\_\_\_  
NOTARY PUBLIC

.V001053 PG 1411

5716

COMMONWEALTH OF PENNSYLVANIA } s.s.  
COUNTY OF

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me  
the person whose name \_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_ known to me (or satisfactorily proven) to be  
executed the same for the purposes therein contained. subscribed to the within instrument, and acknowledged that

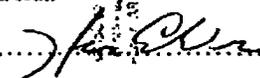
In Witness Whereof, I hereunto set my hand and official seal.

.....  
.....  
Title of Officer  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA } s.s.  
COUNTY OF Montgomery

On this, the 29 day of October, 1992, before me  
A Notary Public, the undersigned officer, personally appeared  
Anthony R. Balabon, who acknowledged himself to be the  
President of American Metropolitan Development Corp., a corporation,  
and that he as such President, being authorized to do so, executed the foregoing instrument for  
the purposes therein contained by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

  
.....  
Title of Officer  
My Commission Expires:



NOTARIAL SEAL  
HARRY E. WISNER, Notary Public  
Wayne, Chester County  
My Commission Expires Feb. 11, 1995

RIGHT OF WAY

**Indenture**

From

Anthony R. Balabon

To

THE BELL TELEPHONE COMPANY  
OF PENNSYLVANIA

HARRY E. WISNER  
Mortgage Office Clerk  
1000 First Avenue - 4th Fl.  
King Of Prussia, PA 19406

Premises 250 King of Prussia Rd.  
Radnor Township  
Delaware County

M 8273

and ground lessee

The undersigned, owner of premises situate on the west side of King of Prussia Road in the Township of RADNOR, County of DELAWARE, Commonwealth of PENNSYLVANIA, as more particularly described in Deed dated May 15, 1984 and recorded in the aforesaid County in Deed Book 156, page 1746 &c.,; for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, hereby grants to PHILADELPHIA ELECTRIC COMPANY, (hereinafter called Company), its successors and assigns, the perpetual right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain a manhole on, over, under, along, across and within said premises such electric transmission and distribution facilities as from time to time the Company, its successors and assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said Company, its successors and assigns, to provide sufficient clearance for the protection of the aforesaid facilities.

The aforesaid rights are granted under and subject to the following conditions:

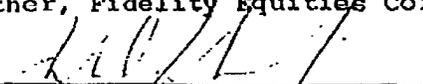
- (1) The location of said facilities and manhole to be installed and constructed hereunder shall be shown and delineated on plans prepared by the Company, copies of which will be in the possession of the undersigned and Company having first been approved by them, which approval shall not be unreasonably withheld;
- (2) The undersigned agrees to keep the area where said facilities are located clear of buildings or any other permanent structure which could, in the opinion of the Company interfere with the construction, maintenance or use of the said facilities as provided hereunder;
- (3) The undersigned agrees that the initial exercise of any of the rights herein granted shall not be construed as limiting Company's rights and privileges hereunder.

The conditions herein contained shall enure to and bind the respective heirs, executors, administrators, successors and assigns of the undersigned and Company.

EXECUTED THIS 21st DAY OF February A.D. 1985.

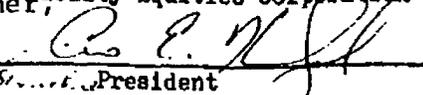
ATTEST:   
 Asst. Secretary

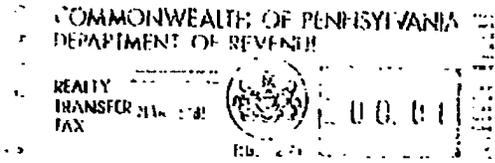
(Owner)  
 R F G ASSOCIATES,  
 A PA. LIMITED PARTNERSHIP, by its general  
 partner, Fidelity Equities Corporation

BY:   
 Vice President

(Ground Lessee) FIDELITY COURT ASSOCIATES, a  
 Pennsylvania limited partnership by its  
 general partner, Fidelity Equities Corporation

ATTEST:   
 Asst. Secretary

BY:   
 President



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF DELAWARE )

On this, the *21st* day of *February*, 1985,  
before me *CAROL PIERSON*, the undersigned officer,  
personally appeared *MICHAEL J. SHARLES* who acknowledged  
himself to be the *vice* President of FIDELITY EQUITIES  
CORPORATION, a corporation, and that he as such *vice*  
President, being authorized to do so executed the foregoing  
instrument on behalf of R F G Associates for the purposes therein  
contained by signing the name of the corporation by himself as  
*VICE* President.

In witness whereof, I hereunto set my hand and official seal.

CAROL PIERSON  
250 KING OF PRUSSIA ROAD  
RADNOR, PENNSYLVANIA 19087  
Notary Public  
My Commission Expires  
July 26, 1986

*Carol Pierson*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: *July 26, 1986*

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF DELAWARE )

On this, the *21st* day of *February*, 1985,  
before me *CAROL PIERSON*, the undersigned officer,  
personally appeared *FRANK A. BRANDELL* who acknowledged  
himself to be the *vice* President of FIDELITY EQUITIES  
CORPORATION, a corporation, and that he as such *vice*  
President, being authorized to do so executed the foregoing  
instrument on behalf of Fidelity Court Associates for the  
purposes therein contained by signing the name of the corporation  
by himself as  
*FRANK A. BRANDELL* President.

In witness whereof, I hereunto set my hand and official seal.

CAROL PIERSON  
250 KING OF PRUSSIA ROAD  
RADNOR, PENNSYLVANIA 19087  
Notary Public  
My Commission Expires  
July 26, 1986

*Carol Pierson*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: *July 26, 1986*

125404  
M 8273

RIGHT OF WAY GRANT

FROM

*13.50*  
*13.50*  
*13.50*

R.F.G. ASSOCIATES (Pa. Part.)  
FIDELITY MUTUAL LIFE INSURANCE CO.  
FIDELITY EQUITIES CORP. (Pa. Corp.)

TO

*Enj E*

PHILADELPHIA ELECTRIC COMPANY

PREPARED BY: RAYMOND POWERSHIP  
DELAWARE COUNTY  
PENNSYLVANIA

DW/smm

RECORDER OF DEEDS  
DELAWARE CO PA  
Mar 5 2 10 PM '85

*James J. Hall*



VOL: 221 PAGE: 51

THIS INDENTURE, made this 18<sup>th</sup> day of June,  
A. D. 1979, between THE SCHOOL DISTRICT OF RADNOR TOWNSHIP,  
hereinafter called the Grantor, of the one part, and PHILADELPHIA  
ELECTRIC COMPANY, hereinafter called the Grantee, of the other  
part,

WITNESSETH THAT:

WHEREAS, the undersigned, owner of premises situate on  
the west side of King of Prussia Road, approximately 1,456 feet  
north of East Lancaster Avenue, in the Township of Radnor, County  
of Delaware, Commonwealth of Pennsylvania, as more particularly  
described in a Deed dated June 28th, 1968, and recorded in the  
aforesaid County in Deed Book 2309, page 794 6c, for and in con-  
sideration of the sum of One Dollar (\$1.00) the receipt whereof  
is hereby acknowledged, hereby grants to PHILADELPHIA ELECTRIC  
COMPANY, the Grantee, its successors and assigns, the perpetual  
right, liberty, privilege and authority to locate, relocate,  
construct, erect, install, renew, replace, add to, operate and  
maintain on, over, under, along, across and within said premises  
such electric transmission and distribution facilities as from time  
to time the Grantee, its successors and assigns, shall determine  
are necessary or proper to supply said premises and those adjacent  
thereto with electricity, for the service of light, heat and  
power (hereinafter referred to as facilities), together with  
the right of ingress and egress and the right to trim and keep  
trimmed, in a workmanlike manner, all trees, roots and branches of  
trees to the extent determined necessary by the Grantee, its  
successors and assigns, to provide sufficient clearance for the  
protection of the aforesaid facilities,

LAW OFFICES OF GREENWELL, PORTER, SMITH & ROYAL, WILMING.

NOW, THEREFORE, the aforesaid rights are granted under and  
subject to the following conditions:

1. The location of said facilities to be installed and  
constructed hereunder shall be shown and delineated on plans pre-  
pared by the Company, copies of which will be in the possession  
of the undersigned Grantor and the Grantee, having first been  
approved by both parties.
2. The undersigned Grantor agrees to keep the area where  
said facilities are located clear of buildings or any other per-  
manent structure which could, in the opinion of the Grantee,  
interfere with the construction, maintenance or use of the said  
facilities as provided hereunder.
3. The undersigned Grantor agrees that the initial exercise  
of any of the rights herein granted shall not be construed as  
limiting the grantor's rights and privileges hereunder.

4. After the original installation, as well as after any relocation, renewal, replacement, addition to or maintenance or repair of said facilities for which this easement is given, the Grantee agrees to firmly tamp the ground over any excavation made, and shall return the surface of any ground to status quo, replacing any sod which may have been disturbed, or if this is not feasible, then seeding the surface thus disturbed in a manner satisfactory to Grantor, and to replace from time to time in a manner satisfactory to Grantor any trees or shrubbery which may be moved or destroyed in the course of any of the above mentioned work.

5. It is agreed that this easement shall be twenty feet (20') in width for the purposes of locating, relocating, constructing, erecting, installing, renewing, replacing, adding to and repairing said facilities; however, it shall be limited to five feet (5') in width at all other times.

6. Grantee agrees that it will indemnify and save harmless the Grantor against any and all liability and loss of whatsoever kind or nature, including, but not limited to, counsel fee and court costs, resulting from any claim made by any person, either directly or indirectly, as a result of any work done by Grantee under this easement.

The conditions herein contained shall inure to and bind the respective successors and assigns of the Grantor and Grantee.

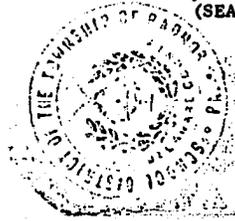
IN WITNESS WHEREOF, the said Grantor has hereunto caused its common or corporate seal to be hereunto affixed, duly attested, the day and year first above written.

SCHOOL DISTRICT OF RADNOR TOWNSHIP

By Mary C. Yurchak  
President

Attest Ann H. Janson  
Secretary

(SEAL)



COMMONWEALTH OF PENNSYLVANIA :  
SS:  
COUNTY OF DELAWARE :

On this 15<sup>th</sup> day of June, A. D. 1979, before me, the undersigned, personally appeared MARY C. YURCHENCO, President of the Board of Directors of the Radnor Township School District, and acknowledged herself to be said President, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the School District by herself as President.

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

*Barbara L. Giese*  
BARBARA L. GIESE, NOTARY PUBLIC  
RADNOR TOWNSHIP, DELAWARE COUNTY  
MY COMMISSION EXPIRES OCT. 11, 1980  
Member, Pennsylvania Association of Notaries



15 JUNE 1979  
MAY 1979  
15 JUNE 1979

044080

*original*  
EASEMENT

*1051*  
SCHOOL DISTRICT OF RADNOR  
TOWNSHIP, Grantor

PHILADELPHIA ELECTRIC CO.,  
Grantee

*Copy*

Dated: \_\_\_\_\_, 1979.

500-2735 FILE 947

RECORDED  
GREENE RECORDS & CO. ROYAL  
THE DELAWARE CO. BUILDING  
WAYNE, PENNSYLVANIA 19087  
APR 7 8 08 PM '80

144703

ROAD EASEMENT, ENCROACHMENT AND PARKING AGREEMENT

THIS AGREEMENT made as of this 9<sup>th</sup> day of July, 1985, by and among, THE FIDELITY MUTUAL LIFE INSURANCE COMPANY, a Pennsylvania corporation ("Fidelity"), RFG ASSOCIATES, a Pennsylvania limited partnership ("RFG") and FIDELITY COURT ASSOCIATES, a Pennsylvania limited partnership ("Fidelity Court").

RECORDED  
JUL 10 1985

W I T N E S S E T H:

WHEREAS, Fidelity is the owner of land in Radnor Township, Delaware County, Pennsylvania as more particularly described on Exhibit "A" hereto (the "Fidelity Land");

WHEREAS, RFG is the owner of land adjacent to and abutting the Fidelity Land, as more particularly described on Exhibit "B" hereto (the "RFG Land");

WHEREAS, Fidelity Court is owner of a leasehold estate in the RFG Land by virtue of a Lease Agreement, dated May 15, 1984, as amended April 1, 1985 and June 28, 1985, and for which a Memorandum of Lease, dated May 15, 1984, and thereafter several times amended, has been, or will be, recorded in the office of land records of Delaware County, Pennsylvania (such writings collectively referred to hereinafter as the "Ground Lease"); and

WHEREAS, the parties wish to establish for themselves, their successors and assigns a series of mutual easements and covenants running with the land concerning the Fidelity Land and the RFG Land.

NOW, THEREFORE, in consideration of the premises as well as the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration the receipt of which is hereby acknowledged, Fidelity, RFG and Fidelity Court agree as follows:

1. Fidelity and RFG hereby establish for the benefit of the Fidelity Land and the RFG Land a perpetual, non-exclusive mutual easement in the form of an undedicated roadway coursing over both the Fidelity Land and RFG Land, terminating at King of Prussia Road ("King of Prussia") at one extremity and Radnor-Chester Road ("Radnor-Chester") at the extremity as more particularly described on Exhibit "C" hereto (The "Roadway").

2. All costs and expenses incurred in connection with the Roadway including, by way of illustration and not limitation, maintenance, repair, resurfacing, curbing, snow-plowing and insuring against loss, injury or damage claimed by third-parties shall be borne equally by Fidelity and RFG.

3. Subject to such rules and regulations hereafter established by Fidelity and RFG for the control of themselves, their officers, employees, business invitees and guests as well as those claiming a right to either the Fidelity Land or RFG Land by and through the parties hereto, the Roadway shall be used and enjoyed by Fidelity and RFG for the purpose of (i) ingress and egress to King of Prussia and Radnor-Chester and (i) access to and from parking areas on The Fidelity Land or RFG Land abutting or adjacent to the Roadway.

4. As shown on the Plan of Property of Fidelity Court Associates made by Yerkes Associates, Inc., Consulting Engineers, etc., dated May 6, 1985, and last revised July 8, 1985, a portion of the motor vehicle parking area serving the Fidelity Land encroaches on the RFG Land (the "Fidelity Encroachment"). RFG grants to Fidelity an easement to allow the aforesaid "Fidelity Encroachment" to remain for so long as Fidelity uses such area solely and exclusively for motor vehicle parking. Fidelity agrees to maintain said Fidelity Encroachment in good order and repair and consistent with the preservation of such parking area as Fidelity may otherwise have on the Fidelity Land.

5. Subject to such rules and regulations as may hereafter be established by Fidelity and RFG, Fidelity grants to RFG and RFG grants to Fidelity a non-exclusive right to allow its officers, employees, business invitees and guests to park their motor vehicles in areas designated for parking on the land of the other. Nevertheless, the obligation to maintain and repair the parking areas on the Fidelity Land or RFG Land, as the case may be and subject to the provisions of Paragraph 4 of this Agreement, shall be the solely that of the owner of the respective land.

6. Fidelity Court joins in the execution of this Agreement for the purpose of (i) expressly subordinating its interest in the RFG Land by virtue of the Ground Lease to the terms and conditions of this Agreement and (ii) acknowledging and undertaking all of the obligations and enjoying all of the benefits of RFG for so long as it remains lessee under such Ground Lease.

7. Should any party to this Agreement fail to perform any act required hereby, including the payment of any sum of money, ("Defaulting Party") any other party ("The Acting Party") may in the name and stead of such defaulting party perform such act or pay such sum and demand reimbursement from such Defaulting Party together with interest at the rate of eighteen per cent (18%) per annum or the maximum allowed by law, whichever is less, from the time of any expenditure made pursuant to this paragraph. The Acting Party may institute any appropriate action, to recover any sums expended as well as reasonable attorney's fees.

8. Any violation of this Agreement not capable of being remedied by the payment of money shall, nevertheless, be actionable by a proceeding brought in equity, against such violating party, for injunctive relief as well as recovery of reasonable attorney's fees.

9. All provisions of this Agreement including the benefits and burdens, run with the land and are binding upon and inure to the heirs, executors, administrators, grantees, mortgagees, successors, assigns, tenants and personal representatives of the parties hereto.

10. The role of strict construction does not apply to these presents. These presents shall be given reasonable construction so that the intention of the parties to confer a useable right of enjoyment is carried out.

11. All written notices to be given by any party to any other party shall be hand delivered, or sent by postpaid, registered or certified mail as follows:

(a) If for RFG:

RFG Associates  
250 King of Prussia Road  
Radnor, PA 19087

(b) If for Fidelity:

The Fidelity Mutual Life Insurance Company  
250 King of Prussia Road  
Radnor, PA 19087  
Attention: Senior Vice President-Investments

(c) If for Fidelity Court:

Fidelity Court Associates  
250 King of Prussia Road  
Radnor, PA 19087

or such other address as may, from time to time, given by any of RFG, Fidelity or Fidelity Court

11. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

12. Invalidation of any one of the provisions hereof shall in no way affect any of the other provisions which shall remain in full force and effect.

13. This Agreement cannot be changed or amended except by Agreement in writing signed by the party against whom enforcement of the change is sought.

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

THE FIDELITY MUTUAL LIFE INSURANCE COMPANY

By: *[Signature]* Vice President

Attest: *[Signature]* Secretary  
2nd V. P. & Assoc. C.O.O.

RFG ASSOCIATES, a Pennsylvania limited partnership, by its sole general partner

FIDELITY EQUITIES CORP.

By: *[Signature]* Vice - President

Attest: *[Signature]* Asst. Secretary

FIDELITY COURT ASSOCIATES, a Pennsylvania limited partnership, by its sole general partner

FIDELITY EQUITIES CORP.

By: *[Signature]* Vice President

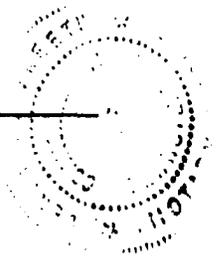
Attest: *[Signature]* Asst. Secretary

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS  
COUNTY OF DELAWARE )

On this 9<sup>th</sup> day of July, 1985, before me a Notary Public, the undersigned officer, personally appeared Anthony B. Balaban and Robert J. Murphy who acknowledged themselves to be the Vice President and 2nd Vice Pres. Assoc. Counsel of Fidelity Mutual Life Ins Co., a Pennsylvania Corporation, and that they as such officers, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the corporation and attesting such signature by themselves as such officers.

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

Wendy M. Freeth  
Notary Public



My Commission Expires: **WENDY M. FREETH, Notary Public**  
**Radnor Twp., Delaware Co.**  
**My Commission Expires May 8, 1989**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF DELAWARE :

On the 9<sup>th</sup> day of July, 1985, before me, a Notary Public. The undersigned officers personally appeared Michael J. Samuels and Robert J. Murphy who acknowledged themselves to be officers of FIDELITY EQUITIES CORPORATION, the sole general partner of RFG ASSOCIATES, a limited partnership, and that, they, as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing, and attesting in the name of the partnership by themselves as such officers, and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Wendy M. Freeth  
Notary Public



My Commission Expires: **WENDY M. FREETH, Notary Public**  
**Radnor Twp., Delaware Co.**  
**My Commission Expires May 8, 1989**

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF DELAWARE

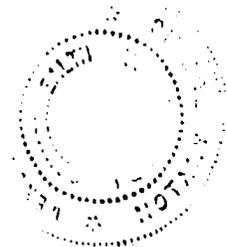
:

On the 9<sup>th</sup> day of July, 1985, before me, the subscriber, a Notary Public the undersigned officer, personally appeared Michael Samuels and Robert Murphy; who acknowledged themselves to be officers of FIDELITY EQUITIES CORPORATION, the sole general partner of FIDELITY COURT ASSOCIATES, a limited partnership, and that, they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing and attesting in the name of the partnership by themselves as such officers, and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Wendy M. Freeth  
Notary Public

My commission expires: WENDY M. FREETH, Notary Public  
Radnor Twp., Delaware Co  
My Commission Expires May 8, 1989



All that certain parcel or tract of land with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania bounded and described in accordance with a Subdivision Plan of Property of The Fidelity Mutual Life Insurance Company dated April 30, 1982 and last revised August 11, 1982 as prepared by Yerkes Associates, Inc., Bryn Mawr, Pa. , recorded in Plan Case 13, page 337.

BEGINNING at a point in the title line within the bed of Radnor-Chester Road, said point being the common corner of the herein described lands and lands now or to be conveyed to Fidelity Court Associates/RFG Associates (formerly Radnor Township School District); thence from said point of BEGINNING in and through the bed of Radnor-Chester Road and along the title line, North 68 degrees 08 minutes 30 seconds East 11.92 feet; thence still along and within the same, North 20 degrees 03 minutes 30 seconds East 58.51 feet to a point a corner on the northwesterly side line of the said Radnor-Chester Road; thence along the same and along the arc of a circle curving to the left having a radius of 385.28 feet, the arc distance of 67.87 feet, the chord of said arc being North 37 degrees 37 minutes 09 seconds East 67.78 feet; thence still along the said side line, North 56 degrees 20 minutes 21 seconds West 3.50 feet; thence still along the same, North 32 degrees 00 minutes 30 seconds East 208.09 feet to a point of curvature; thence still along the same along the arc of a circle curving to the left having a radius of 60.00 feet, the arc distance of 50.65 feet, the chord of said arc being North 07 degrees 49 minutes 30 seconds East 49.16 feet; thence still along the same, North 16 degrees 21 minutes 30 seconds West 58.0 feet; thence still along the same, North 20 degrees 03 minutes 30 seconds East 13.0 feet; thence still along the same, North 26 degrees 39 minutes 30 seconds West 21.0 feet; thence through the bed of King of Prussia Road as shown on the said plan, North 20 degrees 03 minutes 30 seconds East 26.51 feet; thence still in and through the same, North 26 degrees 39 minutes 30 seconds West 40.21 feet to a point a corner on the centerline of the said

Exhibit "A"

A-1

VOL 025 OPG 1081

King of Prussia Road; thence along the said centerline and along the arc of a circle curving to the left having a radius of 425.00 feet, the arc distance of 260.30 feet, the chord of said arc being South 44 degrees 12 minutes 15 seconds East 256.25 feet to the point of tangency; thence still along the said centerline of King of Prussia Road (50 feet wide at this point), South 61 degrees 45 minutes East 371.36 feet to the point of curvature; thence still along the said centerline along the arc of a circle curving to the right having a radius of 700.00 feet, the arc distance of 180.00 feet to a point a corner; thence leaving the said King of Prussia Road and along lands now or formerly of Radnor Township School District, South 35 degrees 34 minutes 05 seconds West 542.49 feet to a point a corner; thence along Parcel 1 as shown on the said plan, North 54 degrees 06 minutes 40 seconds West 447.23 feet to a point a corner; thence along lands of the Radnor Township School District, North 39 degrees 56 minutes 30 seconds West 202.75 feet to the first mentioned point and place of BEGINNING.

BEING Parcel 2 of said Plan  
CONTAINING: 7.545 Acres

All that certain parcel or tract of land with the improvements thereon erected, situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania, bounded and described in accordance with a Subdivision of lands of Radnor Township School District and Radnor Township School Authority made for The Fidelity Mutual Life Insurance Company dated May 18, 1982 and last revised October 19, 1984 as prepared by Yerkes Associates, Inc., Bryn Mawr, Pa., recorded in Plan Case 13, Page 339.

BEGINNING at point in the middle line of the King of Prussia Road (50 feet wide), said point being the common corner of lands of The Fidelity Mutual Life Insurance Company to the northwest and lands of the Radnor Township School District to the southeast; thence from said point of BEGINNING in and along the middle line of the said King of Prussia Road along the arc of a circle curving to the right and having a radius of 700.0 feet the arc distance of 27.33 feet to a point a corner; thence in and through lands of the Radnor Township School District and leaving the said King of Prussia Road, South 33 degrees 22 minutes West 337.67 feet to a point a corner; thence still in and through lands of the same and crossing a certain sanitary sewer easement as shown on the said plan, South 35 minutes 34 minutes 05 seconds West 201.24 feet to a point a corner; thence still in and through lands of the same, North 54 degrees 06 minutes 40 seconds West 40.00 feet to a point a corner; thence along lands of the Fidelity Mutual Life Insurance Company as shown on the said plan, and crossing the aforementioned sanitary sewer easement, North 35 degrees 34 minutes 04 seconds East 542.49 feet to the first mentioned point and place of BEGINNING.

BEING Parcel 3-D of said Plan  
CONTAINING: 0.446 Acres

All that certain parcel of land with the buildings thereon erected situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania bounded and described in accordance with As-Built Survey of Property of RFG Associates dated May 6, 1985 and last revised July 8, 1985 as prepared by Yerkes Associates, Inc., Bryn Mawr, Pa.

BEGINNING at a point on the title line within the bed of Radnor-Chester Road, said point being at the distance of 23.03 feet measured North 39 degrees 56 minutes 30 seconds West along a line dividing lands of Fidelity Mutual Life Insurance Company to the northwest from lands of RFG Associates to the southwest from a point on the southeasterly side line of Radnor-Chester Road, said side line being 25 feet from and parallel to the centerline, said point being at the arc distance of 168.77 feet measured along the said southeasterly side of Radnor-Chester Road, said arc having a radius of 435.28 feet from the point of curvature, said last mentioned point being at the distance of 203.97 feet measured South 35 degrees 17 minutes 48 seconds West along the said side of Radnor-Chester Road from a point of tangency of a radius round corner, said last mentioned point being at the arc distance of 74.14 feet measured along the arc of a circle curving to the left having a radius of 50.00 feet from a point of curvature on the southwesterly side line of King of Prussia Road; thence from said point of BEGINNING along lands of Fidelity Mutual Life Insurance Company and crossing the said Radnor-Chester Road, South 39 degrees 56 minutes 30 seconds East 202.75 feet to a point a corner; thence still along lands of the same, South 54 degrees 06 minutes 40 seconds East 487.23 feet, the line crossing a certain proposed access easement as shown on the said plan; thence along lands now or about to be conveyed to Fidelity Mutual Life Insurance Company, also recrossing the aforementioned proposed access easement and along and within a parking area as shown on the said plan, North 35 degrees 34 minutes 05 seconds East 201.24 feet to a point a corner; thence still continuing along same, North 33 degrees 22 minutes East

Exhibit "B"

B-1

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337.67 feet to a point a corner in the middle line of King of Prussia Road (50 feet wide); thence along the said middle line of King of Prussia Road, along the arc of a circle curving to the right having a radius of 700.00 feet, the arc distance of 276.37 feet to a point a corner; thence along lands of the Radnor Township School District and leaving the said King of Prussia Road, South 68 degrees 24 minutes West 204.82 feet to a point a corner, within a certain 20 foot wide electric company easement as shown on the said plan; thence still along lands of Radnor Township School District, South 42 degrees 12 minutes West 500.17 feet to a point a corner; thence still along lands of the said Radnor Township School District and crossing the aforementioned 20 foot wide electric company easement and also partly along lands of Radnor Township School Authority and recrossing the said 20 foot wide electric company easement near the end of this line, South 66 degrees 39 minutes 40 seconds West 369.13 feet to a point a corner; thence along lands of the said Radnor Township School Authority, the following seven courses and distances; (1) North 72 degrees 52 minutes West 70.00 feet; (2) North 73 degrees 11 minutes West 40.49 feet; (3) North 85 degrees 56 minutes West 40.07 feet; (4) South 79 degrees 30 minutes West 39.82 feet; (5) South 66 degrees 45 minutes West 129.87 feet; (6) recrossing the aforementioned 20 foot wide electric company easement, North 23 degrees 55 minutes West 22.76 feet; (7) partly along the northerly side of the said 20 foot wide electric company easement, South 67 degrees 45 minutes West 63.38 feet to a point a corner; thence still along lands of the said Radnor Township School Authority and partly along lands of The Radnor Township School District, North 23 degrees 20 minutes West 130.91 feet to a point; thence still along lands of the said Radnor Township School District, North 30 degrees 42 minutes West 351.55 feet; thence still along lands of the same, North 24 degrees 00 minutes West 120.08 feet to a point a corner in the title line within the bed of Radnor-Chester Road; thence along the said title line, North 68 degrees 08 minutes 30 seconds East 435.61 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 10.028 Acres

The above described lands being Parcel 1, 1-A, 1-D and 2-D, of Subdivision Plans recorded in Plan Case 13, page 337 (as to Parcel 1), Plan Case 13, page 338 (as to Parcel 1-A) and Plan Case 13, page 339 (as to Parcels 1-D and 2-D).

All that certain parcel of land designated as an Access Easement, situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania bounded and described in accordance with an As-Built Survey of property of RFG Associates dated May 6, 1985 last revised July 8, 1985 as prepared by Yerkes Associates, Inc., Bryn Mawr, Pa.

BEGINNING at point on the southeasterly side line of Radnor Chester Road, the southeasterly side line being 25 feet from and parallel to the centerline, said point being at the arc distance of 7.20 feet measured along the arc of a circle curving to the right having a radius of 435.28 feet along the said side of Radnor Chester Road from a point on the line dividing lands of Fidelity Mutual Life Insurance Company to the northeast from lands of RFG Associates to the southwest, said last mentioned point being at the arc distance of 168.77 feet measured along the arc of a circle curving to the right having a radius of 435.28 feet along the said side of Radnor Chester Road from the point of curvature, said last mentioned point being at the distance of 203.97 feet measured South 35 degrees 17 minutes 48 seconds West along the said side of the Radnor Chester Road from the point of tangency of a radius round corner, said last mentioned point being at the arc distance of 74.14 feet measured along the arc of a circle curving to the left having a radius of 50.00 feet from the point of curvature on the southwesterly side line of King of Prussia Road; thence from said point of BEGINNING along the northerly side line of the herein described access easement and within lands of RFG Associates, the following six courses and distances; (1) along the arc of a circle curving to the left having a radius of 25.00 feet, the arc distance of 43.60 feet; (2) South 28 degrees 38 minutes East 64.59 feet to a point of curvature; (3) along the arc of a circle curving to the left having a radius of 300.00 feet, the arc distance of 203.51 feet; (4) South 67 degrees 30 minutes East 74.79 feet to a point of curvature; (5) along the arc of a circle curving to the right having a radius of 326.00 feet, the arc distance of 90.47 feet, (6) South 51 degrees 36 minutes East 122.29 feet to a point a

Exhibit "C"

C-1

curvature; thence still along and within the same and partly within lands of Fidelity Mutual Life Insurance Company, along the arc of a circle curving to the left having a radius of 100.00 feet, the arc distance of 65.68 feet to a point of compound curve; thence still along the same and within lands of Fidelity Mutual Life Insurance Company and also within lands of RFG Associates, along the arc of a circle curving to the left having a radius of 174.00 feet, the arc distance of 169.96 feet to the point of tangency; thence still along the same and within lands of the said RFG Associates, North 34 degrees 48 minutes East 116.94 feet to the point of curvature; thence still along and within lands of the same, along the arc of a circle curving to the left having a radius of 275.00 feet, the arc distance of 102.55 feet to the point of tangency; thence still along the same and within lands of the same and partly within lands of Fidelity Mutual Life Insurance Company, North 13 degrees 26 minutes East 52.60 feet to a point of curvature; thence along the same and within lands of Fidelity Mutual Life Insurance Company, along the arc of a circle curving to the right having a radius of 200.00 feet, the arc distance of 74.67 feet to a point of reverse curve; thence still along the same and within said lands along the arc of a circle curving to the left having a radius of 25.00 feet, the arc distance of 35.99 feet to a point on the southerly side line of King of Prussia Road (50 feet wide); thence along the same along the arc of a circle curving to the right having a radius of 675.00 feet, the arc distance of 102.18 feet; thence leaving the same King of Prussia Road and along the southerly side of the herein described access easement and within lands of RFG Associates along the arc of a circle curving to the left having a radius of 25.00 feet, the arc distance of 43.60 feet to a point of reverse curve; thence still along the same and within the said lands along the arc of a circle curving to the right having a radius of 100.00 feet, the arc distance of 214.97 feet to the point of tangency; thence still along and within the same, North 34 degrees 48 minutes East 99.22 feet to a point of curvature; thence still along the same and within the said lands and crossing a certain sanitary sewer easement as shown on the said plan, and also crossing lands of Fidelity Mutual Life Insurance Company as shown on the said plan, along the arc of a circle curving to the right having a radius of 200.00 feet, the arc distance of 195.36 feet to the point of compound curve; thence still along the same and within

lands of RFG Associates, along the arc of a circle curving to the right having a radius of 126.00 feet, the arc distance of 82.76 feet to a point of tangency; thence still along same and within the said lands the following six courses and distances; (1) North 51 degrees 36 minutes West 122.29 feet to a point of curvature; (2) along the arc of a circle curving to the left having a radius of 300.0 feet, the arc distance of 83.25 feet to a point of tangency; (3) North 67 degrees 30 minutes West 103.16 feet to a point of curvature; (4) along the arc of a circle curving to the right having a radius of 400.00 feet, the arc distance of 125.40 feet to a point of compound curve; (5) along the arc of a circle curving to the right having a radius of 240.00 feet, the arc distance of 117.28 feet to a point of reverse curve; (6) along the arc of a circle curving to the left having a radius of 25.00 feet, the arc distance of 35.99 feet to a point on the aforementioned southeasterly side line of Radnor Chester Road; thence along the same, along the arc of a circle curving to the left having a radius of 435.28 feet, the arc distance of 91.81 feet to the first mentioned point and place of BEGINNING.

*James F. Hall*



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**FIRST AMENDMENT TO ROAD EASEMENT,  
ENCROACHMENT AND PARKING AGREEMENT**

DANIEL B. LIPPARD, FSO  
170X 31 505-6017

G.M.  
34.00  
H.F.

THIS FIRST AMENDMENT made as of this <sup>16th</sup> day of August, 1995, by and among THE FIDELITY MUTUAL LIFE INSURANCE COMPANY (In Rehabilitation), a Pennsylvania corporation ("Fidelity"), RFG ASSOCIATES, a Pennsylvania limited partnership ("RFG") and FIDELITY COURT ASSOCIATES, a Pennsylvania limited partnership ("Fidelity Court").

**WITNESSETH:**

WHEREAS, Fidelity is the owner of land in Radnor Township, Delaware County, Pennsylvania as more particularly described on Exhibit "A" hereto (the "Fidelity Land"); and

WHEREAS, RFG is the owner of land adjacent to and abutting the Fidelity Land, as more particularly described on Exhibit "B" hereto (the "RFG Land"); and

WHEREAS, Fidelity Court is owner of a leasehold estate in the RFG Land by virtue of a Lease Agreement, dated May 15, 1984, as amended April 1, 1985 and June 28, 1985, and for which a Memorandum of Lease, dated May 15, 1984, and thereafter several times amended, has been, or will be, recorded in the office of land records of Delaware County, Pennsylvania (such writings collectively referred to hereafter as the "Ground Lease"); and

WHEREAS, as of July 9, 1985, the parties hereto entered into a certain Road Easement, Encroachment and Parking Agreement (the "Agreement"), which Agreement has been recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania at Volume 250, page 1075, wherein they (i) created and established a roadway easement therein and hereafter referred to as "The Roadway", (ii) granted to Fidelity an easement on a portion of the RFG Land to allow a portion of the motor vehicle parking area serving the Fidelity Land to encroach upon the RFG Land, and (iii) granted Fidelity and RFG non-exclusive easements to park motor vehicles in areas designated for parking on the land of the other; and

WHEREAS, contemporaneously with the execution of this Amendment, Fidelity is selling and conveying the Fidelity Land to The Trustees of the University of Pennsylvania, Owners and Operators Of The University of Pennsylvania Health System (the "Trustees"); and

WHEREAS, the Trustees have negotiated a separate License Agreement with RFG and Fidelity Court, whereby the Trustees, after acquisition of the Fidelity Land, will acquire certain parking rights and privileges on the RFG Land; and

WHEREAS, the Trustees have negotiated with RFG and Fidelity Court for the termination of electric service currently serving the improvements on the RFG Land

EXHIBIT "A"

DESCRIPTION

ALL THAT CERTAIN tract of ground with the buildings and Improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a Survey made for University of Pennsylvania Health System, dated 1-30-95 by Yerkes Associates, Inc., Consulting Engineers and Surveyors, Bryn Mawr, Pa. as follows to wit: -

BEGINNING at a point on the title line in the bed of Radnor-Chester Road (L.R. 23041 variable width) marking the Southwesterly corner of this and a Northwesterly corner of lands of Radnor Township School District; thence from said beginning point extending through the bed of Radnor-Chester Road the two following courses and distances: (1) North 68 degrees 08 minutes 30 seconds East 11.92 feet to a point (2) North 20 degrees 03 minutes 30 seconds East 58.51 feet to a point on the Westerly side of Radnor-Chester Road; thence by same the six following courses and distances: (1) along a line curving to the left in a Northerly direction with a radius of 385.28 feet the arc distance of 67.87 feet to a point, (2) North 56 degrees 20 minutes 21 seconds West 3.50 feet to a point, (3) North 32 degrees 00 minutes 30 seconds East 208.09 feet to a point of curve, (4) along a line curving to the left with a radius of 60.00 feet the arc distance of 50.65 feet to a tangent point, (5) North 16 degrees 21 minutes 30 seconds West 58.00 feet to a point, (6) North 20 degrees 03 minutes 30 seconds East 13.00 feet to a point on the southerly side of King of Prussia Road 50.00 feet wide; thence by same North 26 degrees 39 minutes 30 seconds West 21.00 feet to a point; thence leaving the right of way of King of Prussia and extending through the bed of same the two following courses and distances: (1) North 20 degrees 03 minutes 30 seconds West 26.51 feet to a point, (2) North 26 degrees 39 minutes 30 seconds West 40.21 feet to a point on the center line of King of Prussia Road; thence by same the three following courses and distances: (1) along a line curving to the left in a Southerly direction with a radius of 425.00 feet the arc distance of 260.30 feet to a tangent point, (2) South 61 degrees 45 minutes East 371.36 feet to a point of curve, (3) along a line curving to the right with a radius of 700.00 feet the arc distance of 207.33 feet to a point, a corner; thence in and through lands of the Radnor Township School District and leaving the said King of Prussia Road, South 33 degrees 22 minutes West 337.67 feet to a point a corner; thence still in and through lands of the same and crossing a certain sanitary sewer easement as shown on the said plan, South 35 degrees 34 minutes 05 seconds West 201.24 feet to a point a corner; thence still in and through lands of the same, North 54 degrees 06 minutes 40 seconds West 487.23 feet to a point, thence North 39 degrees 56 minutes 30 seconds West crossing a concrete monument set 6 feet Southerly from the Southerly right of way line of Radnor-Chester Road 202.75 feet to the first-mentioned point and place of beginning.

CONTAINING 7.991 Acres be the same more or less.

FOLIO NO. 36-02-01158-00

EXHIBIT "B"

Page 1 of 2 Pages

All that certain parcel of land with the buildings thereon erected situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania bounded and described in accordance with As-Built Survey of Property of RFG Associates dated May 4, 1983 and last revised July 8, 1985 as prepared by Yerkes Associates, Inc., Bryn Mawr, Pa.

BEGINNING at a point on the title line within the bed of Radnor-Chester Road, said point being at the distance of 23.03 feet measured North 39 degrees 56 minutes 30 seconds West along a line dividing lands of Fidelity Mutual Life Insurance Company to the northwest from lands of RFG Associates to the southwest from a point on the southeasterly side line of Radnor-Chester Road, said side line being 25 feet from and parallel to the centerline, said point being at the arc distance of 168.77 feet measured along the said southeasterly side of Radnor-Chester Road, said arc having a radius of 435.28 feet from the point of curvature, said last mentioned point being at the distance of 203.97 feet measured South 35 degrees 17 minutes 48 seconds West along the said side of Radnor-Chester Road from a point of tangency of a radius round corner, said last mentioned point being at the arc distance of 74.14 feet measured along the arc of a circle curving to the left having a radius of 30.00 feet from a point of curvature on the southwesterly side line of King of Prussia Road; thence from said point of BEGINNING along lands of Fidelity Mutual Life Insurance Company and crossing the said Radnor-Chester Road, South 39 degrees 56 minutes 30 seconds East 202.75 feet to a point a corner; thence still along lands of the same, South 54 degrees 06 minutes 40 seconds East 487.23 feet, the line crossing a certain proposed access easement as shown on the said plan; thence along lands now or about to be conveyed to Fidelity Mutual Life Insurance Company, also recrossing the aforementioned proposed access easement and along and within a parking area as shown on the said plan, North 35 degrees 34 minutes 05 seconds East 201.24 feet to a point a corner; thence still continuing along same, North 33 degrees 22 minutes East

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EXHIBIT "B"

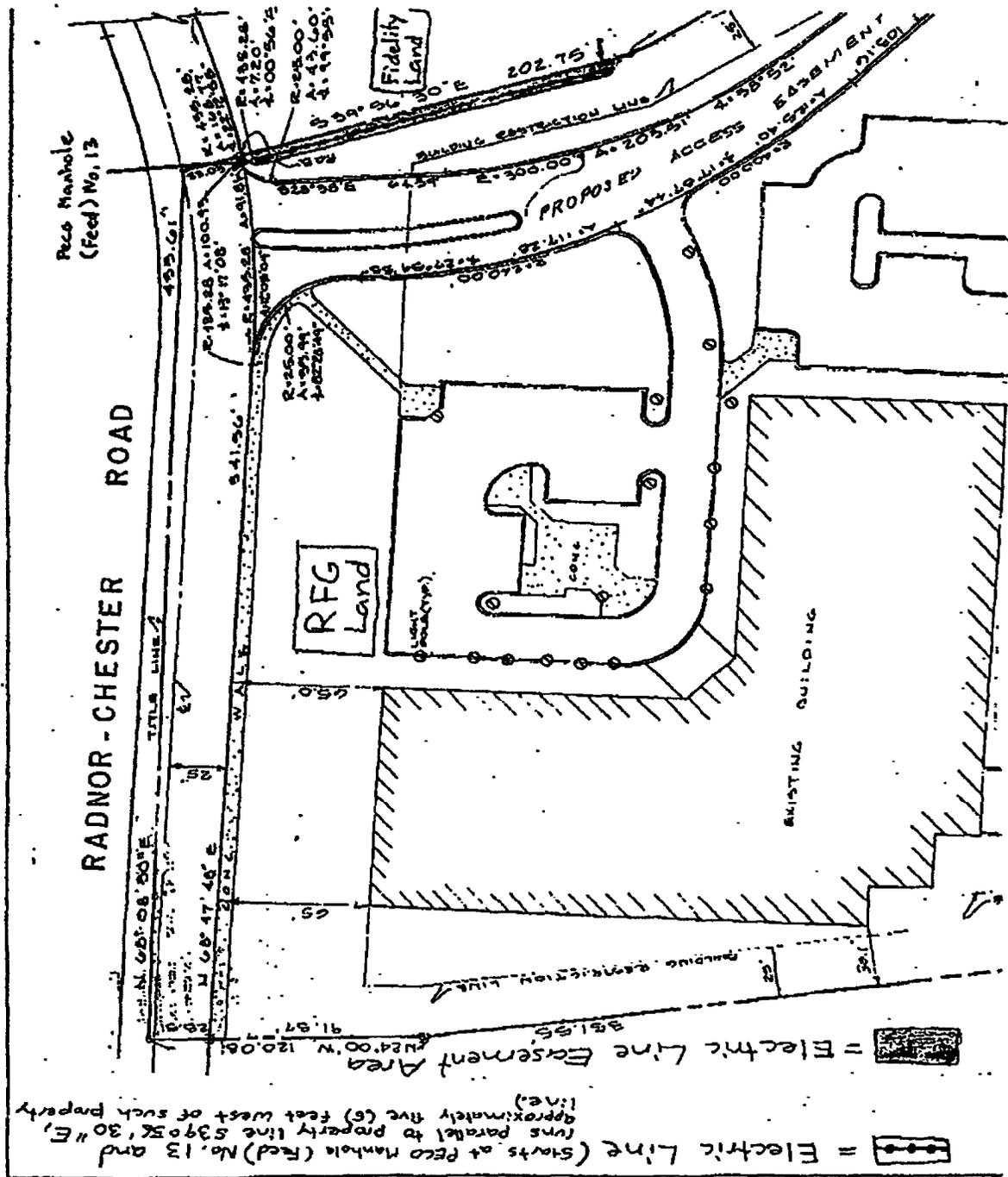
Page 2 of 2 Pages

337.67 feet to a point a corner in the middle line of King of Prussia Road (50 feet wide); thence along the said middle line of King of Prussia Road, along the arc of a circle curving to the right having a radius of 700.00 feet, the arc distance of 276.37 feet to a point a corner; thence along lands of the Radnor Township School District and leaving the said King of Prussia Road, South 68 degrees 24 minutes West 204.82 feet to a point a corner, within a certain 20 foot wide electric company easement as shown on the said plan; thence still along lands of Radnor Township School District, South 42 degrees 12 minutes West 300.17 feet to a point a corner; thence still along lands of the said Radnor Township School District and crossing the aforementioned 20 foot wide electric company easement and also partly along lands of Radnor Township School Authority and recrossing the said 20 foot wide electric company easement near the end of this line, South 46 degrees 39 minutes 40 seconds West 349.13 feet to a point a corner; thence along lands of the said Radnor Township School Authority, the following seven courses and distances: (1) North 72 degrees 52 minutes West 70.00 feet; (2) North 73 degrees 11 minutes West 40.49 feet; (3) North 83 degrees 56 minutes West 40.07 feet; (4) South 79 degrees 30 minutes West 39.52 feet; (5) South 66 degrees 45 minutes West 129.87 feet; (6) recrossing the aforementioned 20 foot wide electric company easement, North 23 degrees 55 minutes West 22.76 feet; (7) partly along the northerly side of the said 20 foot wide electric company easement, South 67 degrees 45 minutes West 63.38 feet to a point a corner; thence still along lands of the said Radnor Township School Authority and partly along lands of The Radnor Township School District, North 23 degrees 20 minutes West 130.91 feet to a point; thence still along lands of the said Radnor Township School District, North 30 degrees 42 minutes West 331.53 feet; thence still along lands of the same, North 24 degrees 00 minutes West 120.06 feet to a point a corner in the title line within the bed of Radnor-Chester Road; thence along the said title line, North 48 degrees 08 minutes 30 seconds East 435.61 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 10.028 Acres

The above described lands being Parcel 1, 1-A, 1-D and 2-D, of Subdivision Plans recorded in Plan Case 13, page 337 (as to Parcel 1), Plan Case 13, page 338 (as to Parcel 1-A) and Plan Case 13, page 339 (as to Parcels 1-D and 2-D).

EXHIBIT "C"



W11391 PG 2044

= Electric Line (starts at PecO Manhole (Feed) No. 13 and runs parallel to property line S39°30' E, approximately five (5) feet west of such property line.)

= Electric Line Easement Area

CONSENT OF MORTGAGEE

For consideration received, and intending to be legally bound, THE FIDELITY MUTUAL LIFE INSURANCE COMPANY (IN REHABILITATION) ("Mortgagee"), the holder of that certain Mortgage and Security Agreement ("Mortgage") dated July 11, 1985, from Fidelity Court Associates ("Fidelity Court Associates") and RFG Associates to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, which Mortgage encumbers the RFG Land as described and defined in the foregoing First Amendment to Road Easement, Encroachment and Parking License Agreement ("Easement Amendment"), dated as of August 16, 1995 between Mortgagee, RFG Associates, and Fidelity Court Associates, which Mortgage has been recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania (the "Recorder's Office"), at Mortgage Book 254, Page 1260, and which Mortgage has been amended by that certain Mortgage Modification Agreement dated as of August 17, 1995, between Fidelity Court Associates, Fidelity Investors, L.P. and Mortgagee and is intended to be recorded in the Recorder's Office, hereby consents to and ratifies the foregoing Easement Amendment, and Mortgagee further agrees that the rights and easements provided in said Easement Amendment shall not be disturbed by the exercise of any of the rights or remedies of Mortgagee as provided in said Mortgage.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 17<sup>th</sup> day of August, 1995.

THE FIDELITY MUTUAL LIFE INSURANCE  
COMPANY (IN REHABILITATION)

By: James W. Helicandj  
Title: Se Vice President

from a transformer located on the Fidelity Land, and for the establishment of an easement for the benefit of the Fidelity Land permitting the maintenance of the existing electric line running from Radnor Chester Road through the RFG Land to such transformer; and

WHEREAS, the parties hereto, together with the Trustees, have agreed to certain amendments and modifications to the Agreement.

NOW, THEREFORE, in consideration of the premises, as well as the sum of Ten Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. It is the intention of the parties hereto, as of the date hereof, to terminate the non-exclusive right of Fidelity and RFG, their officers, employees, business invitees or guests to park their motor vehicles on the land of the other as set forth in paragraph 5 of the Agreement, and to thereby terminate, extinguish and eliminate the cross-easement for parking created in paragraph 5 of the Agreement. Accordingly, paragraph 5 of the Agreement and all easements and other rights provided therein are hereby terminated, extinguished and deleted in their entirety, and are replaced as follows:

"5. The parties agree that Fidelity and its successors and assigns are hereby designated as the party to contract for and oversee the repairs, maintenance, insurance and upkeep of The Roadway under this Agreement. Fidelity agrees on its own behalf and on behalf of its successors and assigns to oversee the repair, maintenance and upkeep of The Roadway, and to furnish to the other parties to this Agreement written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of costs and expenses on or before the tenth (10th) day of January, April, July and October of each year during the term of this Agreement. Such reports shall include an invoice from Fidelity to RFG or its successors or assigns for its fifty percent (50%) share of the costs and expenses incurred by Fidelity since the last quarter notice and invoice. The costs and expense to be incurred by Fidelity as aforesaid shall be those reasonable and customary costs incurred in maintaining, repairing and insuring a facility such as The Roadway. Except in the case of an emergency requiring immediate attention, Fidelity shall consult with RFG prior to incurring any extraordinary or non-customary expenses."

2. (a) RFG and Fidelity Court hereby grant and convey to Fidelity, for the use and benefit of Fidelity, the Fidelity Land and improvements thereon and the future owners thereof (including, without limitation, Trustees), the right and easement (herein, the "Electric Line Easement") to maintain, operate, inspect, repair and replace the existing, underground, main electric line (the "Electric Line") running from Radnor Chester Road through the RFG Land and into an electrical transformer ("Transformer") situate on the Fidelity Land, which Electric Line is shown as "Electric Line" on the plan attached to this First Amendment as Exhibit A and made part hereof. The area covered by the Easement granted herein (herein the "Electric Line Easement Area") encompasses the shaded area

shown on Exhibit A as "Electric Line Easement Area", extends to a width of five feet on either side of the Electric Line, as shown on Exhibit A. The Electric Line Easement shall be subject to the terms and conditions of this Section 2 of this First Amendment.

(b) Fidelity and its successors and assigns and their respective agents, employees and contractors shall have the right to enter upon the RFG Land and to disturb such Electric Line Easement Area from time to time in order to effectuate such maintenance, operation, inspection, repair and replacement of the Electric Line. Fidelity and its successors and assigns shall be responsible for all costs and expenses relating to the maintenance, operation, inspection, repair and replacement of the Electric Line, except for damage or interference to the Electric Line caused by RFG and/or Fidelity Court and their respective successors and assigns in the exercise of their rights as provided in Subsection 2(c) below. If in the exercise of its rights under the Electric Line Easement the owner of the Fidelity Land disturbs the Electric Line Easement Area, then such owner shall restore such area to the condition in which it existed prior to such disturbance.

(c) Each of the parties hereto for itself, its successors and assigns agrees that it will not construct any structure, or other improvements upon the Electric Line Easement Area, or otherwise utilize or conduct any activity upon the Electric Line Easement Area, which interrupts or impairs the use or operation of the Electric Line, or otherwise unreasonably interferes with access to the Electric Line via the Electric Line Easement Area. The preceding notwithstanding, the parties acknowledge that the installation of paving, curbing, impervious surface improvements, grading and/or landscaping over the Electric Line Easement Area by RFG or Fidelity Court or their successors or assigns, at their own cost and expense, shall be authorized so long as such paving, curbing, impervious surface, grading and/or landscaping do not disturb the Electric Line or its operation, or materially interfere with access to the Electric Line, it being further agreed that all paving, curbing, impervious surfaces, grading and/or landscaping existing within the Electric Line Easement Area on date hereof are hereby authorized and approved as consistent with the terms of the Electric Line Easement.

(d) On or before the Possession Date (as defined in the agreement of sale ("Agreement of Sale") between Fidelity and the Trustees, pursuant to which Fidelity is selling and conveying the Fidelity Land to the Trustees, RFG and/or Fidelity Court shall be required to disconnect any electric service utilizing the Electric Line and Transformer, such that on or before the Possession Date, the Electric Line as located within the Electric Line Easement Area, and the Transformer, shall be devoted to the exclusive use of the Fidelity Land. RFG and Fidelity Court, however, reserve and retain the right to install additional electric or other utility lines within the Electric Line Easement Area for the benefit of the RFG Land or any portion thereof, including without limitation the use of any existing conduit or pipes other than any conduit or pipe which contains the Electric Line, provided that such usage does not interfere with or impair the use and operation of the Electric Line or any other rights granted to Fidelity with respect to the Electric Line Easement. If any owner or lessee of the RFG Land disturbs the surface of the Electric Line Easement Area in the exercise of its rights hereunder, such owner, at its own cost and expense, will restore or cause to be restored such surface area to the same general condition in which it existed prior to such disturbance.

(e) Any owner of the RFG Land shall have the right to terminate the Electric Line Easement and all rights benefitting the Fidelity Land with respect to the Electric Line Easement at any time upon ninety (90) days notice to the owner of the Fidelity Land, provided that under no circumstances shall such termination be effective unless and until the owner of the RFG Land shall have installed upon the Fidelity Land, at the sole cost and expense of the owner of the RFG Land, an underground, replacement electric line ("Replacement Line") on the Fidelity Land connecting to the Transformer the main electric line of PECO or any successor or other public utility supplying electric service, which Replacement Line shall have at least the same capacity for the provision of electric service to the Fidelity Land as the Electric Line at the time of such termination, and which Replacement Line shall be located upon the Fidelity Land at such location as shall reasonably be specified by the owner of the Fidelity Land. Upon the satisfaction of all conditions set forth in this Subsection 2(e) with respect to the termination of the Electric Line Easement, the Electric Line Easement granted herein shall terminate automatically and be of no further force or effect without need for further joinder or documentation, provided further that the owner of the Fidelity Land shall be obligated to confirm and shall confirm such termination in writing, in recordable form, at the request of the then owner of the RFG Land.

(f) The rights and easement granted and conveyed herein shall be an equitable servitude running with the RFG Land to and for the benefit of the Fidelity Land. Such rights and easement shall be perpetual, subject to the provisions of Subsection 2(e) above.

3. Except as modified or amended hereby, the terms, conditions and provisions of the Agreement are hereby ratified and confirmed by the parties hereto.

4. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern.

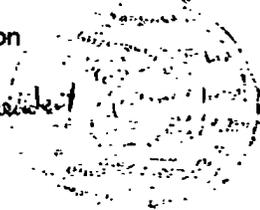
5. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on the day and year first above written.

THE FIDELITY MUTUAL LIFE  
INSURANCE COMPANY  
(In Rehabilitation), a Pennsylvania corporation

By: James W. Keliang  
James W. Keliang, Sr. Vice President

Attest: Robert B. Bille  
Attorney at Law



RFG ASSOCIATES, a Pennsylvania limited partnership,  
by its sole general partner

FIDELITY EQUITIES CORP.

By: Arthur W. Muller, President

Attest: Robert T. [Signature]

FIDELITY COURT ASSOCIATES,  
a Pennsylvania limited partnership,  
by its sole general partner

FIDELITY EQUITIES CORP.

By: Arthur W. Muller, President

Attest: Robert T. [Signature]



Commonwealth of Pennsylvania :  
County of Delaware : SS

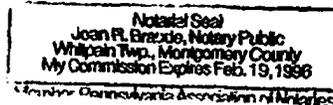
On this 17<sup>th</sup> day of August, 1995, before me a Notary Public, the undersigned officer, personally appeared James W. Kelican Jr. and Robert Bixler who acknowledged themselves to be the SE Vice President and Associate Counsel of Fidelity Mutual Life Insurance Company (In Rehabilitation), a Pennsylvania corporation, and that they as such officers, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the corporation and attesting such signature by themselves as such officers.

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



My Commission Expires: 2/19/96

Joan R. Brazdo  
Notary Public



Commonwealth of Pennsylvania :  
County of Delaware : SS

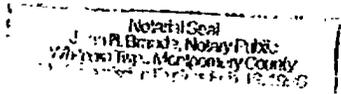
On the 17<sup>th</sup> day of August, 1995, before me, a Notary Public. The undersigned officers personally appeared Arthur W. Mullin and Robert Bixler who acknowledged themselves to be officers of FIDELITY EQUITIES CORPORATION, the sole general partner of RFG ASSOCIATES, a limited partnership, and that, they, as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing, and attesting in the name of the partnership by themselves as such officers, and desired that the same might be recorded as such.

Witness my hand and seal the day and year aforesaid.



My Commission Expires: 2/19/96

Joan R. Brazdo  
Notary Public



Commonwealth of Pennsylvania :  
County of Delaware : SS

On the 17<sup>th</sup> day of August, 1995, before me, the subscriber, a Notary Public the undersigned officer, personally appeared Arthur V. Mullin and Robert Bixler who acknowledged themselves to be officers of FIDELITY EQUITIES CORPORATION, the sole general partner of FIDELITY COURT ASSOCIATES, a limited partnership, and that, they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing and attesting in the name of the partnership by themselves as such officers, and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Joan R. Braudo  
Notary Public

My Commission Expires: 2/19/96

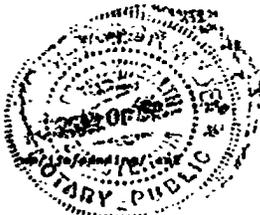
Notarial Seal  
Joan R. Braudo, Notary Public  
Whipah Twp., Montgomery County  
My Commission Expires Feb. 19, 1996  
Member Pennsylvania Association of Notaries



State of Pennsylvania  
County of Delaware

On the 17<sup>th</sup> day of August, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jamahl Kelicen Jr., who acknowledged himself to be the Sr. Vice President of THE FIDELITY MUTUAL LIFE INSURANCE COMPANY (IN REHABILITATION), a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing Consent for the purposes therein contained by signing the name of said corporation by himself as such officer. The undersigned is not an officer or director of said corporation.

WITNESS my hand and seal the day and year aforesaid.



Jean R. Brando  
Notary Public

My Commission Expires: 2/19/96

Notarial Seal  
Joan R. Brando, Notary Public  
Whitpain Twp., Montgomery County  
My Commission Expires Feb. 19, 1996

RECORDER OF DEEDS  
DELAWARE CO., PA.

045457

*Thomas J. Judge*

95 AUG 23 PM 1:09



②

KUHLELLER/UAOPTRUST-LLIC08/14/95

# 28144  
COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
812213468

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and effective as of the 14<sup>th</sup> day of August, 1995, by and among THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM, a Pennsylvania corporation with offices located at 3 Radnor Corporate Center, 100 Matsonford Road, Suite 315, Radnor, Pennsylvania 19087 (hereinafter referred to as "Licensee"), RFG ASSOCIATES, a Pennsylvania limited partnership with offices located at 250 King of Prussia Road, Radnor, Pennsylvania 19087 (hereinafter referred to as "RFG"), and FIDELITY COURT ASSOCIATES, a Pennsylvania limited partnership with offices located at 250 King of Prussia Road, Radnor, Pennsylvania 19087 (hereinafter referred to as "Fidelity Court") [RFG and Fidelity Court are hereinafter sometimes collectively referred to as "Licensor"].

### BACKGROUND

A. Pursuant to that certain Agreement of Sale dated December 31, 1994, as amended, between the Fidelity Mutual Life Insurance Company (In Rehabilitation), as Seller and Licensee, Licensee is the equitable owner of land in Radnor Township, Delaware County, Pennsylvania, as more particularly described on Exhibit "A" attached hereto, together with the buildings located thereon (the "U of P Property").

B. RFG is the owner of land and the building erected thereon immediately adjacent and abutting the U of P Property, as more particularly described on Exhibit "B" attached hereto (the "RFG Property", and the RFG Property and the U of P Property hereinafter sometimes are referred to collectively as the "Properties").

C. Fidelity Court is the owner of a leasehold estate in the RFG Property by virtue of a Lease Agreement dated May 15, 1984, as amended.

D. Licensor has agreed to permit Licensee, its tenants, officers, employees, business invitees and guests, following Licensee's acquisition of the U of P Property, to park their motor vehicles on portions of the RFG Property in accordance and pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the premises, as well as the sum of Ten Dollars (\$10.00) lawful money of the United States of America paid by Licensee to Licensor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

KYHELLEAUOPTRUST-1.LIC08/1995

**1. Grant of Licenses.**

A. Licensors hereby grants to Licensee, its tenants, officers, employees, business invitees and guests the exclusive right and privilege to park their motor vehicles in that portion of the RFG Property outlined in red on the Plan of the RFG Property attached hereto as Exhibit "C" ("License Area A").

B. Subject to and conditioned upon Licensee obtaining all or any necessary governmental approvals or permits, Licensors hereby grants to Licensee the exclusive right and privilege to develop up to forty-four (44) parking spaces on the Future Parking Area located on the RFG Property outlined in blue on Exhibit "C" attached hereto ("License Area B").

C. If Licensee develops License Area B (the Future Parking Area) as provided for in paragraph 1B above, Licensors hereby grants to Licensee, its tenants, officers, employees, business invitees and guests the exclusive right and privilege to park their motor vehicles in the parking spaces developed by Licensee in the Future Parking Area.

D. Licensors grants to Licensee, its tenants, officers, employees, business invitees and guests a non-exclusive right of ingress and egress over the RFG Property to and from License Area A and License Area B. License Area A and License Area B are hereinafter sometimes collectively referred to as the "License Areas".

**2. Use.** Licensors agrees that the rights and privileges granted to Licensee herein are for the exclusive benefit of Licensee, its tenants, officers, employees, business invitees and guests and that they, the Licensors, at no cost to Licensors, will cooperate with Licensee in all reasonable efforts to enforce the exclusivity of the rights granted hereunder, and to prevent persons other than Licensee, its tenants, officers, employees, business invitees or guests from parking their motor vehicles in the License Areas.

**3. Maintenance and Repair.** During the term of this License, Licensee shall be solely responsible for the maintenance and repair of the License Areas. Licensee shall, at its sole cost and expense, take those steps necessary to keep the License Areas, in good order and condition, and free and clear of dirt and refuse. The obligation to

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maintain and/or repair License Area B is conditioned upon development of same with parking spaces, as provided for in paragraph 1B above.

4. **Insurance.** Licensee agrees to carry and to continue in force during the term of this License Agreement, public liability and property damage insurance covering its use of the License Areas, said insurance to be with a reputable insurance company reasonably satisfactory in coverage and amount to Licensor, but in all events at least within the limits contained in the insurance policy covering the U of P Property.

5. **Indemnification.** Licensee shall indemnify and hold Licensor harmless from and against any and all liability for personal injuries, property damage or loss of life or property resulting from the negligent use of the License Areas by Licensee, its tenants, officers, employees, business invitees and guests, except liability for personal injuries, property damage or loss of life or property caused by the negligence of Licensor.

6. **Permits and Approvals.** Licensee, at its sole cost and expense, shall be required to obtain all or any necessary licenses or permits required from any governmental authority for the use and/or development of the Future Parking Area located on the RFG Property and designated herein as License Area B.

7. **Term of Agreement.** The License Areas may be used by Licensee, its tenants, officers, employees, business invitees and guests for the purposes noted herein during the period beginning with the date that Licensee acquires fee simple, legal title to the U of P Property, and continuing until the earlier of (i) September 30, 1998, or (ii) that date upon which The Fidelity Mutual Life Insurance Company, its successors, assigns or subtenants no longer have any right of occupancy in the building located on the U of P Property, either by lease or otherwise and have completely vacated said building, including the removal of all or any property owned by The Fidelity Mutual Life Insurance Company, its successors, assigns or subtenants.

8. **Licensee Interest.** Licensee expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the License Areas by virtue of the rights granted under this Agreement, except as specifically provided for herein.

9. **Assignment-Subletting.** No assignment or other transfer of the Licenses granted under this Agreement, or any interest in such License, and no sublicense for any purpose shall be made or granted by Licensee, without the express, prior and written

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consent of Licensor. Notwithstanding the foregoing, Licensor agrees that Licensee may permit the License Areas to be used by its tenant, The Fidelity Mutual Life Insurance Company, and any subtenants of the Fidelity Mutual Life Insurance Company, for the purposes granted herein. It is specifically agreed between Licensor and Licensee that the Licenses granted under and pursuant to this Agreement are personal to Licensee and shall not inure to the successors or assigns or Licensee, if it should sell or transfer the U of P Property prior to the termination of this Agreement.

10. **Injunctive Relief.** Licensor acknowledges and agrees that the Licenses granted hereunder are unique in nature and the granting of same had a material influence on the decision of Licensee to purchase the U of P Property. Accordingly, Licensor agrees that if it should attempt to cancel or terminate this Agreement and the Licenses granted herein prior to their stated termination date, the damages that would be suffered by Licensee are not capable of precise determination and accordingly Licensor agrees that, in the event they or either of them breaches or threatens to breach any of their obligations under this Agreement or attempts to terminate or cancel the Licenses granted hereunder prior to the termination date provided herein then, and in any such event, Licensee shall be entitled to both (i) a preliminary or permanent injunction in order to prevent the continuance of such breach, and (ii) money damages, insofar as they can be determined, including, without limitation, all reasonable costs and attorney's fees incurred by Licensee in enforcing the provisions of this Agreement.

11. **Governing Law.** It is agreed that this License Agreement shall be governed by, construed and enforced in accordance and conformity with the laws of the State of Pennsylvania and all governmental requirements applicable to the Properties.

12. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties with regard to the subject matter contained herein and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

13. **Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by all parties or an authorized representative of each party.

14. **Attorney Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in

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addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

15. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM, a Pennsylvania corporation

By: Stephen J. Aldinger

Attest: Barbara C. Williams

RFG ASSOCIATES, a Pennsylvania limited partnership, by its sole general partner

FIDELITY EQUITIES CORP.

By: Arthur W. Mullin, President

Attest: Robert P. ...

FIDELITY COURT ASSOCIATES, a Pennsylvania limited partnership, by its sole general partner

FIDELITY EQUITIES CORP.

By: Arthur W. Mullin, President

Attest: Robert P. ...

EXHIBIT "A"

DESCRIPTION

ALL THAT CERTAIN tract of ground with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a Survey made for University of Pennsylvania Health System, dated 1-30-95 by Yerkes Associates, Inc., Consulting Engineers and Surveyors, Bryn Mawr, Pa. as follows to wit: -

BEGINNING at a point on the title line in the bed of Radnor-Chester Road (L.R. 23041 variable width) marking the Southwesterly corner of this and a Northwesterly corner of lands of Radnor Township School District; thence from said beginning point extending through the bed of Radnor-Chester Road the two following courses and distances: (1) North 68 degrees 08 minutes 30 seconds East 11.92 feet to a point (2) North 20 degrees 03 minutes 30 seconds East 58.51 feet to a point on the Westerly side of Radnor-Chester Road; thence by same the six following courses and distances: (1) along a line curving to the left in a Northerly direction with a radius of 385.28 feet the arc distance of 67.87 feet to a point, (2) North 56 degrees 20 minutes 21 seconds West 3.50 feet to a point, (3) North 32 degrees 00 minutes 30 seconds East 208.09 feet to a point of curve, (4) along a line curving to the left with a radius of 60.00 feet the arc distance of 50.65 feet to a tangent point, (5) North 16 degrees 21 minutes 30 seconds West 58.00 feet to a point, (6) North 20 degrees 03 minutes 30 seconds East 13.00 feet to a point on the southerly side of King of Prussia Road 50.00 feet wide; thence by same North 26 degrees 39 minutes 30 seconds West 21.00 feet to a point; thence leaving the right of way of King of Prussia and extending through the bed of same the two following courses and distances: (1) North 20 degrees 03 minutes 30 seconds West 26.51 feet to a point, (2) North 26 degrees 39 minutes 30 seconds West 40.21 feet to a point on the center line of King of Prussia Road; thence by same the three following courses and distances: (1) along a line curving to the left in a Southerly direction with a radius of 425.00 feet the arc distance of 260.30 feet to a tangent point, (2) South 61 degrees 45 minutes East 371.36 feet to a point of curve, (3) along a line curving to the right with a radius of 700.00 feet the arc distance of 207.33 feet to a point, a corner; thence in and through lands of the Radnor Township School District and leaving the said King of Prussia Road, South 33 degrees 22 minutes West 337.67 feet to a point a corner; thence still in and through lands of the same and crossing a certain sanitary sewer easement as shown on the said plan, South 35 degrees 34 minutes 05 seconds West 201.24 feet to a point a corner; thence still in and through lands of the same, North 54 degrees 06 minutes 40 seconds West 487.23 feet to a point, thence North 39 degrees 56 minutes 30 seconds West crossing a concrete monument set 8 feet Southerly from the Southerly right of way line of Radnor-Chester Road 202.75 feet to the first-mentioned point and place of beginning.

CONTAINING 7.991 Acres be the same more or less.

FOLIO NO. 36-02-01158-00

VOL 1406 PG 2030

EXHIBIT "B"

Page 1 of 2 Pages

All that certain parcel of land with the buildings thereon erected situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania bounded and described in accordance with As-Built Survey of Property of RFG Associates dated May 4, 1983 and last revised July 8, 1983 as prepared by Yerkes Associates, Inc., Bryn Mawr, Pa.

BEGINNING at a point on the title line within the bed of Radnor-Chester Road, said point being at the distance of 23.03 feet measured North 39 degrees 36 minutes 30 seconds West along a line dividing lands of Fidelity Mutual Life Insurance Company to the northwest from lands of RFG Associates to the southwest from a point on the southeasterly side line of Radnor-Chester Road, said side line being 15 feet from and parallel to the centerline, said point being at the arc distance of 148.77 feet measured along the said southeasterly side of Radnor-Chester Road, said arc having a radius of 433.28 feet from the point of curvature, said last mentioned point being at the distance of 203.97 feet measured South 35 degrees 17 minutes 48 seconds West along the said side of Radnor-Chester Road from a point of tangency of a radius round corner, said last mentioned point being at the arc distance of 74.14 feet measured along the arc of a circle curving to the left having a radius of 30.00 feet from a point of curvature on the southwesterly side line of King of Prussia Road; thence from said point of BEGINNING along lands of Fidelity Mutual Life Insurance Company and crossing the said Radnor-Chester Road, South 39 degrees 36 minutes 30 seconds East 202.75 feet to a point a corner; thence still along lands of the same, South 54 degrees 06 minutes 40 seconds East 467.23 feet, the line crossing a certain proposed access easement as shown on the said plan; thence along lands now or about to be conveyed to Fidelity Mutual Life Insurance Company, also recrossing the aforementioned proposed access easement and along and within a parking area as shown on the said plan, North 33 degrees 34 minutes 05 seconds East 201.24 feet to a point a corner; thence still continuing along same, North 33 degrees 23 minutes East

EXHIBIT "B"

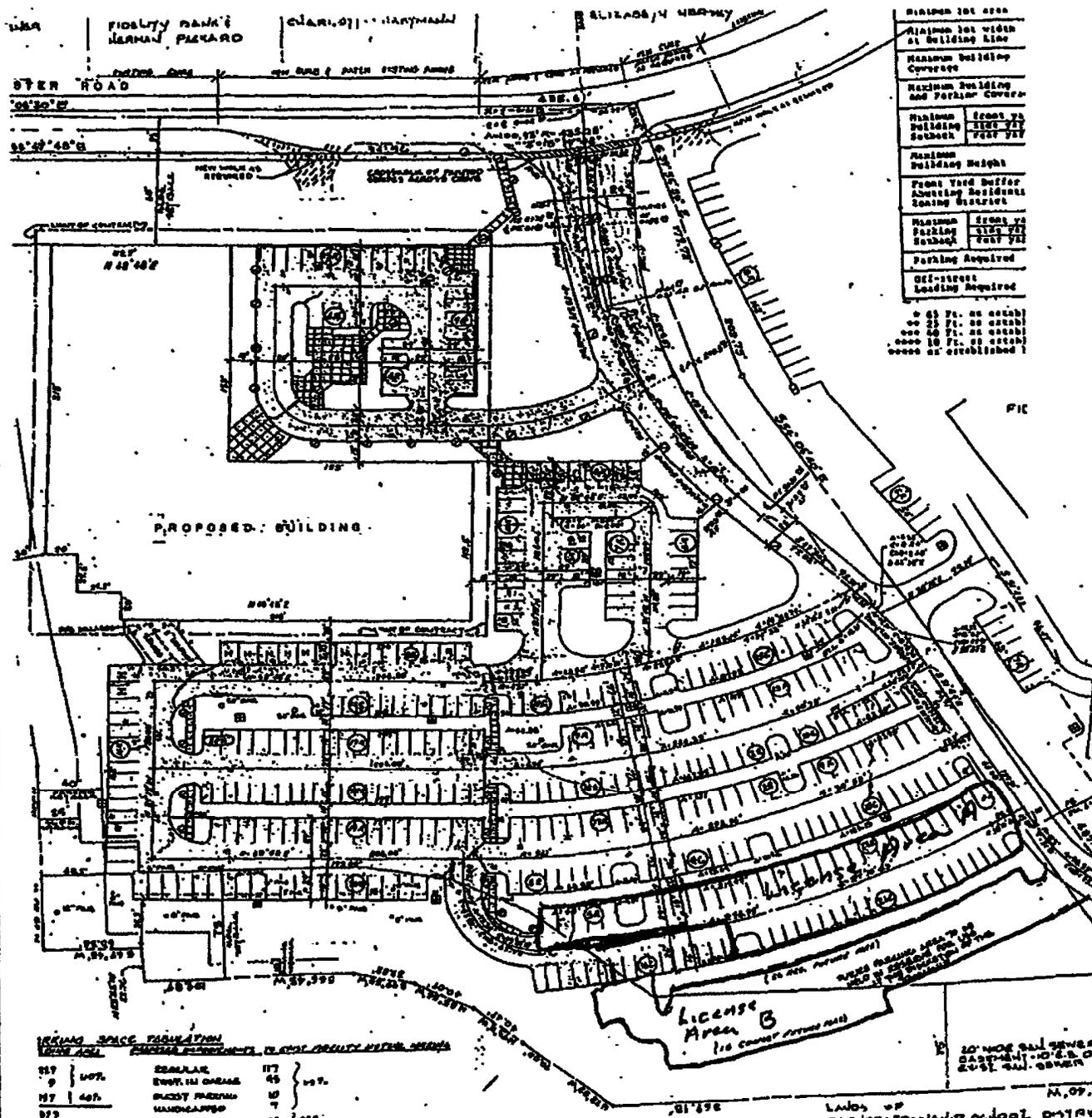
Page 2 of 2 Pages

337.67 feet to a point a corner in the middle line of King of Prussia Road (30 feet wide); thence along the said middle line of King of Prussia Road, along the arc of a circle curving to the right having a radius of 700.00 feet, the arc distance of 276.37 feet to a point a corner; thence along lands of the Radnor Township School District and leaving the said King of Prussia Road, South 68 degrees 24 minutes West 104.82 feet to a point a corner, within a certain 20 foot wide electric company easement as shown on the said plan; thence still along lands of Radnor Township School District, South 42 degrees 11 minutes West 300.17 feet to a point a corner; thence still along lands of the said Radnor Township School District and crossing the aforementioned 20 foot wide electric company easement and also partly along lands of Radnor Township School Authority and recrossing the said 20 foot wide electric company easement near the end of this line, South 66 degrees 39 minutes 40 seconds West 369.13 feet to a point a corner; thence along lands of the said Radnor Township School Authority, the following seven courses and distances; (1) North 72 degrees 52 minutes West 70.00 feet; (2) North 73 degrees 11 minutes West 40.49 feet; (3) North 85 degrees 56 minutes West 40.07 feet; (4) South 79 degrees 30 minutes West 39.82 feet; (5) South 66 degrees 43 minutes West 129.87 feet; (6) recrossing the aforementioned 20 foot wide electric company easement, North 23 degrees 55 minutes West 22.76 feet; (7) partly along the northerly side of the said 20 foot wide electric company easement, South 67 degrees 45 minutes West 63.38 feet to a point a corner; thence still along lands of the said Radnor Township School Authority and partly along lands of the Radnor Township School District, North 13 degrees 20 minutes West 130.91 feet to a point; thence still along lands of the said Radnor Township School District, North 30 degrees 42 minutes West 351.53 feet; thence still along lands of the same, North 24 degrees 00 minutes West 120.06 feet to a point a corner in the title line within the bed of Radnor-Chester Road; thence along the said title line, North 68 degrees 08 minutes 30 seconds East 433.61 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 10.028 Acres

The above described lands being Parcel 1, 1-A, 1-D and 2-D, of Subdivision Plans recorded in Plan Case 13, page 337 (as to Parcel 1), Plan Case 13, page 338 (as to Parcel 1-A) and Plan Case 13, page 339 (as to Parcels 1-D and 2-D).

EXHIBIT "C"



Minimum lot area	
Minimum lot width at building line	
Maximum building coverage	
Maximum building and parking coverage	
Minimum Building Height	
Front Yard Buffer	
Maximum Building Height	
Maximum Parking	
Parking Required	
Off-street Loading Required	
• 45 Ft. as estab.	
• 25 Ft. as estab.	
• 40 Ft. as estab.	
• 10 Ft. as estab.	
• as established	

VEHICLE SPACE REQUIREMENTS

157	100%	REGULAR	177	157
9	100%	TWO-THE DRIVE	45	
17	100%	PLACED PARKING	7	
173		HANDICAPPED	112	
173		CONTRACT	112	295
TOTAL			321	

License Area B  
1/8 CORNER LOT

20' HOSE ROLL COVER - EAST SIDE - 1/8 CORNER LOT

**ASSOCIATES, INC.**  
1701 CHARLES DRIVE  
BOX 10801  
RICHMOND, PA

**FIDELITY MUTUAL LIFE INSURANCE CO.**  
280 KING OF PRUSSIA BOULEVARD  
RADNOR, PENNSYLVANIA

FIDE

KWHELLERUOPTRUST-1.LIC08/18/95

Commonwealth of Pennsylvania :  
County of Philadelphia : SS

On this 29<sup>th</sup> day of August, 1995, before me a Notary Public, the undersigned officer, personally appeared [Signature] and [Signature] who acknowledged themselves to be the Vice President & Treasurer and [Signature] of THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM, a Pennsylvania corporation, and that they as such officers, being authorized to do so, executed the foregoing document for the purposes therein contained by signing the name of the corporation and attesting such signature by themselves as such officers.

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

Barbara C. Williams  
Notary Public

My Commission Expires: 2/24/97

NOTARIAL SEAL  
BARBARA C. WILLIAMS, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Feb. 24, 1997

Commonwealth of Pennsylvania :  
County of Delaware : SS

On the 17<sup>th</sup> day of August, 1995, before me, a Notary Public. The undersigned officers personally appeared Arthur W. Mallin and Robert Bixler who acknowledged themselves to be officers of FIDELITY EQUITIES CORPORATION, the sole general partner of RFG ASSOCIATES, a limited partnership, and that, they, as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing, and attesting in the name of the partnership by themselves as such officers, and desired that the same might be recorded as such.

Witness my hand and seal the day and year aforesaid.

Jean R. Brande  
Notary Public

My Commission Expires: 2/19/96

Notarial Seal  
Jean R. Brande, Notary Public  
Whippany Twp., Montgomery County  
My Commission Expires Feb. 19, 1996

KVHLLER/VOPT/TRUST-1.LIC008/10/95

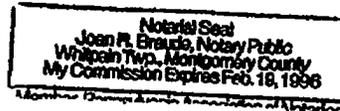
Commonwealth of Pennsylvania :  
County of Delaware : SS

On the 17<sup>th</sup> day of August, 1995, before me, the subscriber, a Notary Public the undersigned officer, personally appeared Arthur W. Mallin and Robert Bixler who acknowledged themselves to be officers of FIDELITY EQUITIES CORPORATION, the sole general partner of FIDELITY COURT ASSOCIATES, a limited partnership, and that, they as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing and attesting in the name of the partnership by themselves as such officers, and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Joan R. Brande  
Notary Public

My Commission Expires:



CONSENT OF EQUITABLE OWNER

For consideration received, and intending to be legally bound, FIDELITY COURT INVESTORS, L.P. ("Equitable Owner"), the equitable owner of the fee simple and ground lessor interests of RFG Associates ("RFG") in the RFG Property as described and defined in the foregoing License Agreement ("License Agreement"), dated as of August 16, 1995 between the Trustees of the University of Pennsylvania, Owner and Operator of the University of Pennsylvania Health System, RFG, and Fidelity Court Associates, hereby consents to and ratifies the foregoing License Agreement, and Equitable Owner further agrees that its acquisition from RFG of the fee simple and ground lessor interests of RFG in the RFG Property shall be subject to the License Agreement and the rights and license provided therein.

IN WITNESS WHEREOF, Equitable Owner has executed this Consent this 17th day of August, 1995.

FIDELITY COURT INVESTORS, L.P.

By: Bergen of Radnor, Inc.,  
General Partner

By:   
Barry Howard, Chairman

State of Pennsylvania  
County of Philadelphia

On the 17th day of August, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Benny Howard, who acknowledged himself to be the Chairman of Bergen of Radnor, Inc., a Pennsylvania corporation and the general partner of FIDELITY COURT INVESTORS, L.P., a Pennsylvania limited partnership, and that he, as such officer, being authorized to do so, executed the foregoing Consent for the purposes therein contained by signing the name of said corporation as such general partner by himself as such officer. The undersigned is not an officer or director of said bank.

WITNESS my hand and seal the day and year aforesaid.

Barbara L. Jarman  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
BARBARA L. JARMAN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 8, 1997

wp/jje/pending/en1

CONSENT OF MORTGAGEE

For consideration received, and intending to be legally bound, THE FIDELITY MUTUAL LIFE INSURANCE COMPANY (IN REHABILITATION) ("Mortgagee"), the holder of that certain Mortgage and Security Agreement ("Mortgage") dated July 11, 1985, from Fidelity Court Associates ("Fidelity Court Associates") and RFG Associates to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, which Mortgage encumbers the RFG Property as described and defined in the foregoing License Agreement ("License Agreement"), dated as of August 16, 1995 between the Trustees of the University of Pennsylvania, Owner and Operator of the University of Pennsylvania Health System, RFG Associates, and Fidelity Court Associates, which Mortgage has been recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania (the "Recorder's Office"), at Mortgage Book 254, Page 1260, and which Mortgage has been amended by that certain Mortgage Modification Agreement dated as of August 17, 1995, between Fidelity Court Associates, Fidelity Investors, L.P. and Mortgagee and is intended to be recorded in the Recorder's Office, hereby consents to and ratifies the foregoing License Agreement, and Mortgagee further agrees that the rights and license provided in said License Agreement shall not be disturbed by the exercise of any of the rights or remedies of Mortgagee as provided in said Mortgage.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 17<sup>th</sup> day of August, 1995.

THE FIDELITY MUTUAL LIFE INSURANCE  
COMPANY (IN REHABILITATION)

By: James W. Kellian J.  
Title: SE Vice President

State of Pennsylvania  
County of Delaware

On the 17th day of August, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jamelle Kelican, Jr., who acknowledged himself to be the Sr. Vice President OF THE FIDELITY MUTUAL LIFE INSURANCE COMPANY (IN REHABILITATION), a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing Consent for the purposes therein contained by signing the name of said corporation by himself as such officer. The undersigned is not an officer or director of said corporation.

WITNESS my hand and seal the day and year aforesaid.

Joan R. Brande  
Notary Public

My Commission Expires: 2/19/96

wp/jer/c2873/.as

Notary Seal  
Joan R. Brande, Notary Public  
Whippen Twp., Montgomery County  
My Commission Expires Feb. 19, 1996  
Member Commonwealth Association of Notaries

CONSENT OF SECOND MORTGAGEE

For consideration received, and intending to be legally bound, FIDELITY COURT INVESTORS, L.P. ("Second Mortgagee"), the holder of that certain Mortgage and Security Agreement ("Second Mortgage") dated August 17, 1995 from Fidelity Court Associates, ("Fidelity Court Associates") to Second Mortgagee, which Second Mortgage encumbers the leasehold interest of Fidelity Court Associates in the RFG Property as described and defined in the foregoing License Agreement ("License Agreement"), dated as of August 16, 1995 between the Trustees of the University of Pennsylvania, Owner and Operator of the University of Pennsylvania Health System, RFG Associates, and Fidelity Court Associates, and which Second Mortgage is intended to be recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania, hereby consents to and ratifies the foregoing License Agreement, and Second Mortgagee further agrees that the rights and license provided in said License Agreement shall not be disturbed by the exercise of any of the rights or remedies of Second Mortgagee as provided in said Second Mortgage.

IN WITNESS WHEREOF, Second Mortgagee has executed this Consent this 17th day of August, 1995.

FIDELITY COURT INVESTORS, L.P.

By: Bergen of Radnor, Inc.,  
General Partner

By:   
Barry Howard, Chairman

State of Pennsylvania  
County of Philadelphia

On the 17th day of August, 1995, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Barry Howard, who acknowledged himself to be the Chairman of Bergen of Radnor, Inc., a Pennsylvania corporation and the general partner of FIDELITY COURT INVESTORS, L.P., a Pennsylvania limited partnership, and that he, as such officer, being authorized to do so, executed the foregoing Consent for the purposes therein contained by signing the name of said corporation as such general partner by himself as such officer. The undersigned is not an officer or director of said bank.

WITNESS my hand and seal the day and year aforesaid.

Barbara L. Jarman  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
BARBARA L. JARMAN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 9, 1997

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# DEED - 1865

228

The state stamps affixed hereto represent the full consideration including liens and encumbrances.

U. S. Commonwealth	
\$31.35 of Penna.	
stamps	\$285.00 stamps

A. T. Stewart

AND the said Grantors do hereby covenant to and with the said grantees that they, the said Grantors BRAD and WILL, subject as aforesaid, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said grantees, his heirs and assigns, against the said grantors, and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him her, them or any of them.

IN WITNESS WHEREOF, the said grantors have caused these presents to be duly executed, the day and year first above written.

Sealed and delivered

Clay D. Lampman (SEAL)

in the presence of

Mary Alice Lampman (SEAL)

F. B. Warneck, Jr.

A. T. Stewart

State of Pennsylvania

County of Montgomery

On this 23rd day of October 1956, before me, the undersigned officer, personally appeared CLAY D. LAMPMAN AND MARY ALICE LAMPMAN, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

The address of the said grantee

Arthur T. Stewart (SEAL)

is 119 Merlyn Road

Notary Public, Springfield Twp. Del. Co.

Bryn Mawr, Pa.

My commission expires May 25, 1959

A. T. Stewart

On behalf of grantee

County of Delaware registered Oct 24 1956

Registered Haverford Twp. 10/24/56

Recorded October 24 1.43PM '56

Pappano.....Recorder

Written by R. Scherer

Comp. by *Chick + Kenny*

WHEREAS, GIRARD TRUST CORN EXCHANGE BANK AND JOHN T. CHEW, TRUSTEES UNDER THE WILL OF BENJAMIN CHEW, DECEASED, are the owners of the following-described tract of land numbered (1) and BENJAMIN CHEW, JR., individually, is the owner of the following-described tract of land numbered (2):

(1) BEGINNING at a point marking the intersection of the title line in the bed of Radnor & Chester Road 40 feet wide with the middle of King of Prussia Road 60 feet wide; thence along the middle of King of Prussia Road the three (3) following courses and distances: (1) on a line curving to the left with a radius of 425.0 feet the arc distance of 260.30 feet, the chord of said curved line has a bearing of South 44 degrees 12 minutes 15 seconds East 255.25 feet to a point of tangency; (2) South 61 degrees 45 minutes East 371.36 feet to a point of curve; (3) On a line curving to the right with a radius of 700.0 feet the arc distance of 125.84 feet, the chord of said curved line has a bearing of South 55 degrees 36 minutes East 125.67 feet to a point; thence leaving King of Prussia Road by land of Benjamin Chew, Jr., south 55 degrees 53 minutes West 581.69 feet to a stone in line of land of the School District of Radnor Township; thence by same the two (2) following courses and distances: (1) North 49 degrees 48 minutes 20 seconds West 260.12 feet to a stone; (2) North 39 degrees 55 minutes 30 seconds West 202.75 feet to a point on the title line in the bed of Radnor & Chester Road; thence along the title line

N 41-92-342

35993

# DEED - 1865

224

in the bed of some the three (3) following courses and distances: (1) North 68 degrees 08 minutes 30 seconds East 11.92 feet to a point; (2) North 20 degrees 03 minutes 30 seconds East 476.16 feet to a point; (3) North 26 degrees 39 minutes 30 seconds West 46.21 feet to the place of beginning.

CONTAINING: Six Acres seven hundred fifteen one thousandths part 63 an acre (6.715 Acres) be the same more or less.

SITUATE: Radnor Township, Delaware County, Pa.

(2) BEGINNING at a point in the middle of King of Prussia Road 50 feet wide said point is at the distance of 757.50 feet measured southeastwardly along the middle of King of Prussia Road from its intersection with the title line in the bed of Radnor & Chester Road 40 feet wide; thence along the middle of King of Prussia Road on a line curving to the right with a radius of 700.0 feet the arc distance of 54.16 feet, the chord of said curved line has a bearing of South 49 degrees 14 minutes East 54.15 feet to a point; thence leaving King of Prussia Road by other land of Benjamin Chew, Jr., of which this is a part, South 35 degrees 34 minutes 05 seconds West 702.17 feet to a point in line of land of the School District of Radnor Township; thence by same North 17 degrees 32 minutes 50 seconds West 235.0 feet to a stone; thence by land of the Estate of Benjamin Chew North 48 degrees 53 minutes East 581.69 feet to the place of beginning.

CONTAINING: One Acre and eight hundred seventy-three one thousandths part of an acre (1.873 Acres) be the same more or less.

SITUATE: Radnor Township, Delaware County, Pa. and--/

WHEREAS, in order to induce the Township of Radnor to resume a portion thereof for C-3 use, and to induce the School District of the Township of Radnor to withdraw objections which have been filed to said rezoning, the undersigned are willing to impose certain covenants and restrictions against said tracts of land:

NOW, THEREFORE; KNOW ALL MEN BY THESE PRESENTS, that GIRARD TRUST CORN EXCHANGE BANK AND JOHN T. CHEW, TRUSTEES UNDER THE WILL OF BENJAMIN CHEW, DECEASED, And BENJAMIN CHEW, JR., INDIVIDUALLY, for and in consideration of the sum of ONE DOLLAR (\$1.00), to them in hand paid, the receipt whereof is hereby acknowledged, and with intent to be legally bound, do hereby for themselves, their successors, grantees and assigns, covenant and agree with the parties entitled to enforce said covenants and restrictions, as hereinafter enumerated, that henceforth there shall be imposed upon and against the said above-described tracts of land the following covenants and restrictions, to wit:-

1. That no road or driveway on said premises leading into Radnor-Chester Road, any portion of which road or driveway shall be within one hundred (100) feet of the south-westerly boundary line of the above described property, shall be used at any time, by any vehicle, for any purpose other than as an exit, except in case of fire or other similar emergency, or at such time as King of Prussia Road may be impassable; and no such road or driveway shall be used by any vehicle for any purpose whatsoever other than fire or similar emergency during the hours when school children are coming on or going home from any session or sessions of any school conducted by the School District of the Township of Radnor on the adjacent property.

2. That no parking area shall be maintained, and no cars shall be permitted to park, on any portion of the above-described premises within one hundred (100) feet of the south-westerly boundary line thereof unless there shall be at the time of the maintenance of such parking area, or parking of such car or cars, adequate shrubbery or privet hedge and fire-thorn, or other type of evergreen which will provide winter screening as well as summer, planted and growing along the south-westerly boundary line of said property, of an adequate density to screen such area and to make it substantially invisible to any person or persons on any portion of the adjacent premises owned by the School District of the Township of Radnor at eye-level height from the ground.

3. That the above covenants shall inure to the benefit of and be enforceable only by

# DEED - 1865

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the Township of Radnor, by the School District of the Township of Radnor, or by any authority organized by said School District, but by no other person, corporation or public authority, and shall remain in existence only so long as any portion of the ground within three hundred (300) feet of the southwesterly boundary line of the above described premises is owned by said School District or Authority.

4. The foregoing covenants shall be subject to rescission or modification at any time by the consent in writing of the Township of Radnor, The School District of the Township of Radnor and by any authority organized by said School District, and the then owner or owners of the above described premises.

IN WITNESS WHEREOF, the parties have hereunto affixed, or caused to be affixed, their hands and seals, this first day of October, 1956.

ATTEST:

R. A. Hagerman  
Assistant Secretary

GIRARD TRUST CORN EXCHANGE BANK (SEAL)  
By J. W. Woerner  
Vice President  
John T. Chew  
Trustees u/w of Benjamin Chew, deceased  
Benjamin Chew, Jr.

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA : ss.

On this 1st day of October, 1956, before me, George B. Lucke, the undersigned officer, personally appeared J. W. WOERNER, who acknowledged himself to be the Vice President, of Girard Trust Corn Exchange Bank, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

George B. Lucke (SEAL)  
Notary Public  
Commission expires Feb. 1, 1957

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA :

On this 1st day of October, 1956, before me, George B. Lucke the undersigned officer, personally appeared John T. Chew, known to me (or satisfactorily proven) to be one of the persons whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

George B. Lucke (SEAL)  
Notary Public  
Commission expires Feb. 1, 1957

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA : ss..

On this 1st day of October, 1956, before me, George B. Lucke the undersigned officer, personally appeared Benjamin Chew, Jr., known to me (or satisfactorily proven) to be one of the persons whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

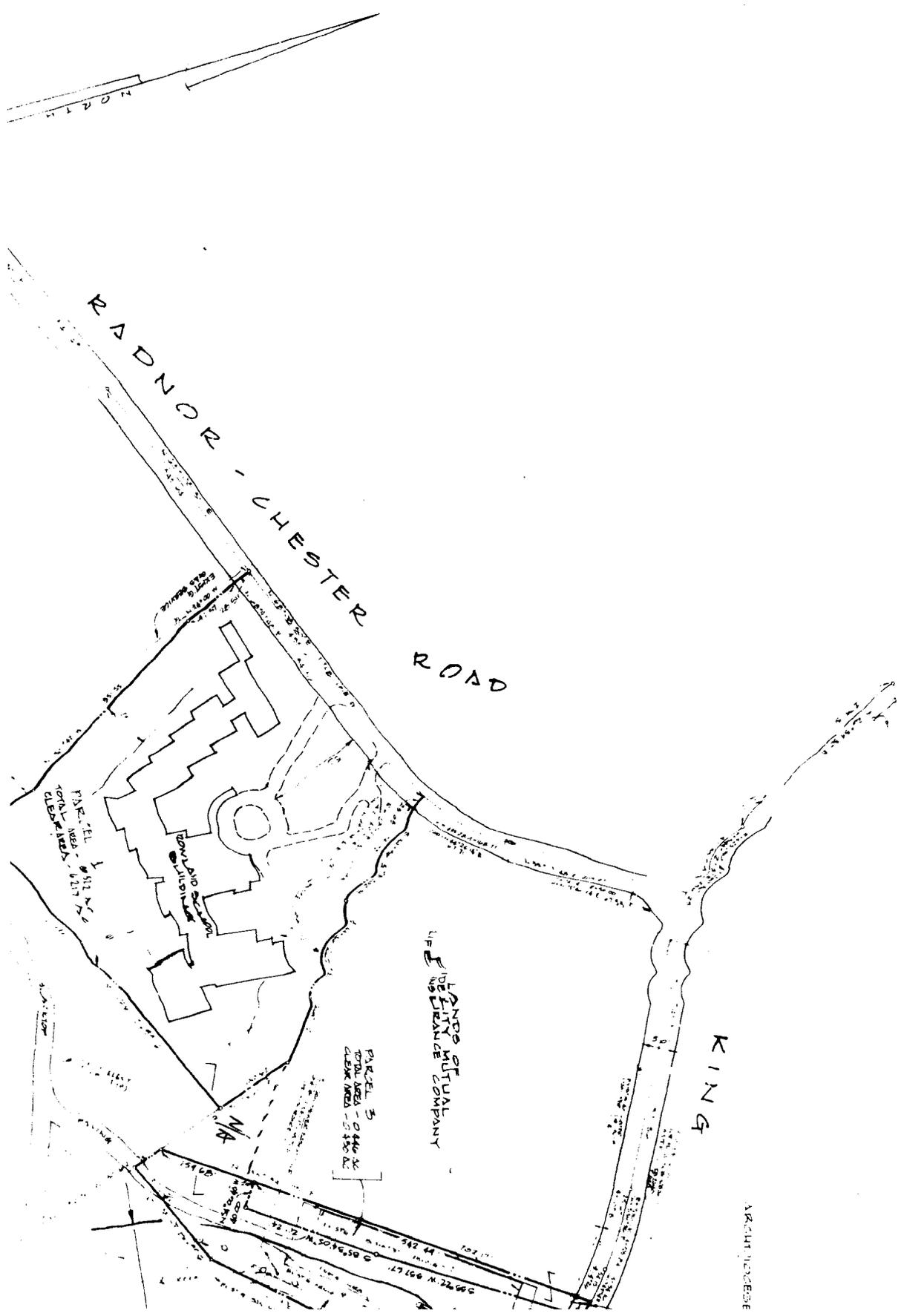
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

George B. Lucke (SEAL)  
Notary Public  
Commission expires Feb 1, 1957

Recorded October 24 4.06PM '56  
Written by R. Scherer

Pappano.....Recorder  
Comp. by *Carb & King*

Upper left



ARCHITECTURE

Upper Right

County of Delaware  
 On this 16 day of June 1982 before me, the undersigned officer, personally appearing James B. Dawson known to me to be the person whose name is subscribed to the foregoing instrument, and whose name appears on the plat of the subdivision of the property shown on this plan that the subdivision thereon was made in his direction and that he acknowledges the same to be his act and deed and that he acknowledges the same according to law.

Witness my hand and seal this 16th day of June 1982.

*James B. Dawson*  
 Notary Public for the State of Delaware  
 My Comm. Expires 10/1/88

**RADNOR TOWNSHIP**  
 Delaware Co. Penna.

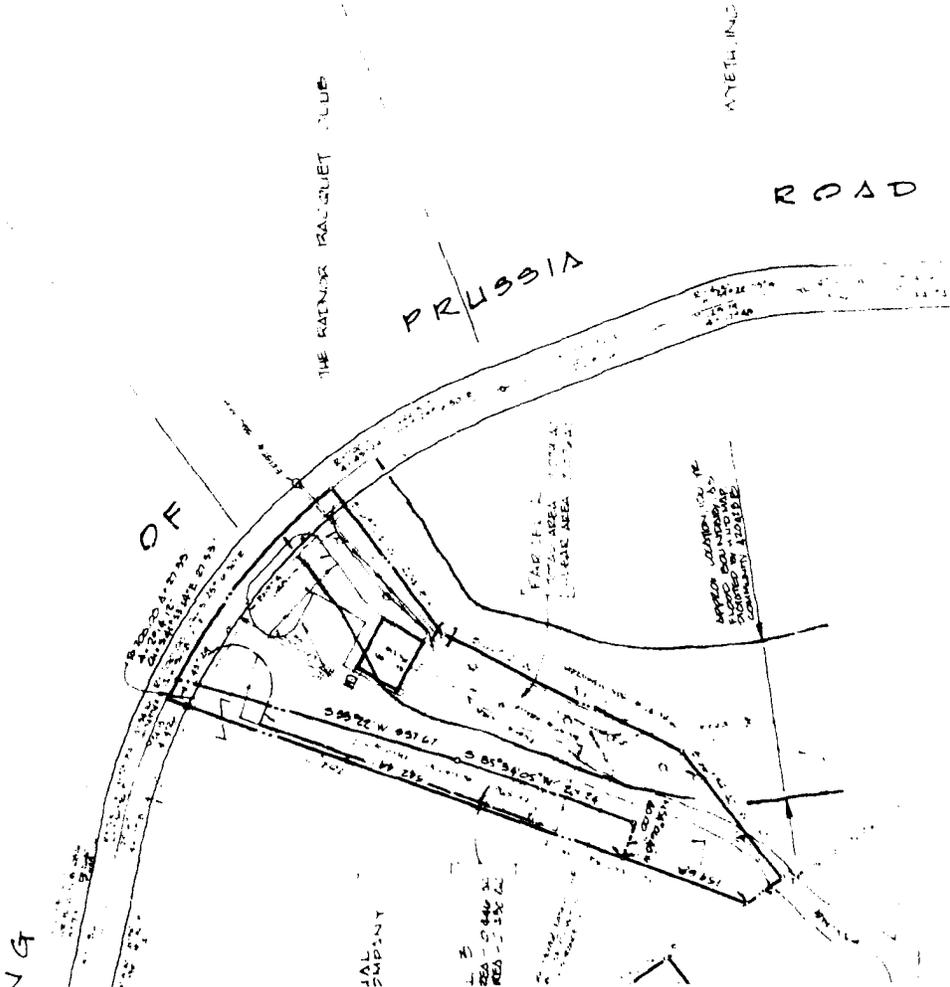
SUBDIVISION PLAN No. **82-S-5**

Recorded **5-24-82**

Address: 2400 W. Main St. B. Dawson Hall  
 Sponsors: Dawson Hall  
 Conf. by: James B. Dawson, Esq. Eng.  
 APPROVED June 28, 1982  
 Attest: Mary J. Bentley Secy  
 Recorded \_\_\_\_\_ Dated BK No. \_\_\_\_\_ Page \_\_\_\_\_

JUNE 17 82  
 William Page / BK  
 34-1350-82

16-1111-1111 OF PHILADELPHIA







**George W. Broseman**  
Direct Dial: (610) 941-2459  
Direct Fax: (610) 684-2005  
Email: [gbroseman@kaplaw.com](mailto:gbroseman@kaplaw.com)

May 18, 2021

Roger Phillips, Township Engineer  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087

RE: **Preliminar/Final Land Development Plan #2021-D-02**  
**250 King of Prussia Road**  
**Our Reference: 6565-42**

Dear Mr. Phillips:

In accordance with Radnor Township Code provisions, I am enclosing the following documents on behalf of BDN 250 King of Prussia LP, applicant in the above matter, in advance of the upcoming Planning Commission meeting:

1. A copy of the notice sent by this office to property owners in the vicinity of the property utilizing the addresses provided to us by Radnor Township; and
2. Original United States Postal Service 3877 forms, (Blue Bell Post Office) date-stamped May 18, 2021.

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

Sincerely,



George W Broseman

GWB:sl  
Enclosure

May 18, 2021

**VIA FIRST CLASS MAIL/CERTIFICATE OF MAILING**

**RE: Preliminary/Final Land Development Plan #2021-D-02  
250 King of Prussia Road**

Dear Neighbor:

We have applied to Radnor Township for the review of a preliminary/final land development plan to construct a parking structure over an existing surface parking lot at the above location. These plans are available for public viewing in the Engineering Department.

There will be a Planning Commission meeting held on **Monday, June 7, 2021** beginning at 6:00 PM via Zoom and streamed live on the Radnor Township YouTube Channel at <https://www.youtube.com/channel/UCvh6jeMOTvo3ojCTh8wZkbA>.

If you would like to participate in public comment, please register at [https://us02web.zoom.us/webinar/register/WN\\_z53\\_wjc2TbW44s6pb8zb3g](https://us02web.zoom.us/webinar/register/WN_z53_wjc2TbW44s6pb8zb3g) and the meeting link will be sent to you for participation.

Sincerely,



George W. Broseman

GWB:sl



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(If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Signature Mail  
 Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Article Number	Postage	Fee	Handling Charge	If Registered	Value	if COD	Fee	Fee	Fee	Fee
1.	\$0.51	\$1.55								
2.	\$0.51	\$0.44								
3.	\$0.51	\$0.44								
4.	\$0.51	\$0.44								
5.	\$0.51	\$0.44								
6.	\$0.51	\$0.44								
7.	\$0.51	\$0.44								
8.	\$0.51	\$0.44								
	\$4.08	\$4.63								

RADNOR PROPERTIES 555 LA LP  
555 E LANCASTER AVE #100  
RADNOR, PA 19087

RADNOR PROPERTIES  
P.O. BOX 121604  
ARLINGTON, TX 76102

TOEWS DOLORES L  
340 BELROSE LN  
RADNOR, PA 19087

MCCANN COREY CORBETT  
336 BELROSE LA  
RADNOR, PA 19087

DIGNAZIO JOHN RALPH  
332 BELROSE LANE  
RADNOR, PA 19087

NARRIGAN RICHARD N  
214 ALMUR LN  
WYNNEWOOD, PA 19096

NFB ENTERPRISES LLC  
355 E CONESTOGA RD  
WAYNE, PA 19087

ARCH CARROLL HIGH SCHOOL  
1712 SUMMER STREET  
PHILADELPHIA, PA 19103

Total Number of Pieces Listed by Sender 8  
Total Number of Pieces Received at Post Office

OS

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

51387

0

Name and Address of Sender  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

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Article Number	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee	
1.	\$0.51	\$0.44										
2.	\$0.51	\$0.44										
3.	\$0.51	\$0.44										
4.	\$0.51	\$0.44										
5.	\$0.51	\$0.44										
6.	\$0.51	\$0.44										
7.	\$0.51	\$0.44										
8.	\$0.51	\$0.44										
Total Number of Pieces Listed by Sender							8					
Total Number of Pieces Received at Post Office							8					



Postmaster, Per (Name of receiving employee)

*(Signature)*

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

2

Name and Address of Sender  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:  
 Certified  
 COD  
 Registered  
 Delivery Confirmation  
 Express Mail  
 Insured

Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

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 (If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt

Article Number	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. GROSS SHELDON E & DEBORAH P O BOX 545 DEERFIELD BEACH, FL 33443	\$0.51	\$0.44									
2. FRUMIN AMANDA L 10 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
3. HART VIRGINIA 15 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
4. DEUBER KRISTIN B & HULLINGS MICHAEL A 13 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
5. TREBING MICHAEL & LINDA 9 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
6. BONNER FRANCIS J JR 241 INDIAN HARBOR RD VERO BEACH, FL 32963 KARR ALICIA 8 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
7. TANG CHA MIN & MAY LINDA A 6 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
8. Total Number of Pieces Listed by Sender	8										
Total Number of Pieces Received at Post Office											



See Privacy Act Statement on Reverse

\$4.08 \$3.52

OS

Complete by Typewriter, Ink, or Ball Point Pen

3

Name and Address of Sender  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:

- Certified
- COD
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4.	\$0.51	\$0.44									
5.	\$0.51	\$0.44									
6.	\$0.51	\$0.44									
7.											
8.											

GAUTHRON PATRICK D & NINA A  
 3 RADNOR WAY  
 RADNOR, PA 19087

DELANEY STEVEN  
 268 N RADNOR CHESTER RD  
 RADNOR, PA 19087

TRUSTEE OF THE UNIVERSITY OF PENNSYLVANIA  
 21 PENN TOWER  
 PHILADELPHIA, PA 19104

RADNOR TOWNSHIP SCHOOL DISTRICT  
 135 S WAYNE AVE  
 WAYNE, PA 19087

RADNOR FEE OWNER LLC  
 200 WEST ST - 38th FLOOR  
 NEW YORK, NY 10282

Postmaster, Per (Name of receiving employee)

*CS*

*2.554920*

See Privacy Act Statement on Reverse

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4

June 30, 2021

**VIA FIRST CLASS MAIL/CERTIFICATE OF MAILING**

**RE: Preliminary/Final Land Development Plan #2021-D-02  
250 King of Prussia Road**

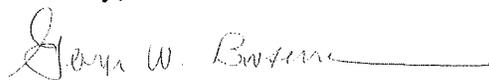
Dear Neighbor,

We have applied to Radnor Township for the review of a preliminary/final land development plan to construct a parking structure over an existing surface parking lot at the above location.

These plans are available for public viewing in the Engineering Department. These plans will be reviewed by the Planning Commission at a scheduled meeting on **Tuesday July 13, 2021**.

Planning Commission meetings begin at **7:00 P.M.** These meetings will be held in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087.

Sincerely,



George W. Broseman

GWB:sl

Name and Address of Sender

Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Recorded Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

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**FP** **US POSTAGE**  
**\$ 014.75**  
 CORRECTION  
 ZIP 19422  
 06/29/2021  
 034A 0081800912

Article Number	Check type of mail or service:	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	RADNOR PROPERTIES 555 LA LP 555 E LANCASTER AVE #100 RADNOR, PA 19087	\$0.51	\$1.55									
2.	RADNOR PROPERTIES P.O. BOX 21604 ARLINGTON, TX 76102	\$0.51	\$0.44									
3.	TOWNSHIP OF RADNOR 301 IVEN AVE RADNOR, PA 19087	\$0.51	\$0.44									
4.	TOEWS DOLORES L 340 BELROSE LN RADNOR, PA 19087	\$0.51	\$0.44									
5.	MCCANN COREY CORBETT 336 BELROSE LA RADNOR, PA 19087	\$0.51	\$0.44									
6.	DIGNAZIO JOHN RALPH 332 BELROSE LANE RADNOR, PA 19087	\$0.51	\$0.44									
7.	NARRIGAN RICHARD N 214 ALMUR LN WYNNWOOD, PA 19096	\$0.51	\$0.44									
8.	NFB ENTERPRISES LLC 365 E CONESTOGA RD WAYNE, PA 19087	\$0.51	\$0.44									
Total Number of Pieces Listed by Sender: 8		\$4.08	\$4.63									

Total Number of Pieces Received at Post Office: P

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Delivery Confirmation  
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 Special Handling  
 Restricted Delivery  
 Return Receipt

**\$14.75**

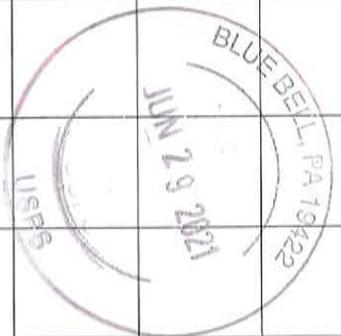
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Name and Address of Sender:  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured  
 Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	ARCH CARROLL HIGH SCHOOL 1712 SUMMER STREET PHILADELPHIA, PA 19103	\$0.51	\$0.44									
2.	TRUSTEE OF UNIVERSITY OF PENNSYLVANIA 250 KING OF PRUSSIA RD - 4TH FLR RADNOR, PA 19087	\$0.51	\$0.44									
3.	RADNOR RACQUET CLUB 175 KING OF PRUSSIA RD RADNOR, PA 19087	\$0.51	\$0.44									
4.	RADNOR PROPERTIES 201 KOP LP P O BOX 121604 ARLINGTON, TX 76012	\$0.51	\$0.44									
5.	PENNA CENTRAL R R CO C/O AMTRAK PROPERTY TAX DEPT 400 NORTH CAPITOL ST NW WASHINGTON, DC 20001	\$0.51	\$0.44									
6.	SCHIFFRIN & BARROWAY REALTY LLC 280 KING OF PRUSSIA RD RADNOR, PA 19087	\$0.51	\$0.44									
7.	240 RADNOR CHESTER RD INVEST LP P.O. BOX 545 DEERFIELD BEACH, FL 33443	\$0.51	\$0.44									
8.	864 PROPERTIES LLC 18 ROSCOMMON RD NEWTOWN SQUARE, PA 19073	\$0.51	\$0.44									



Delivery Confirmation  
 Signature Confirmation  
 Special Handling  
 Registered Delivery

Total Number of Pieces Listed by Sender: 8  
 Total Number of Pieces Received at Post Office: 8  
 Postmaster, Per (Name of receiving employee)  
 PS Form 3877, February 2002 (Page 1 of 2)  
 Complete by Typewriter, Ink, or Ball Point Pen  
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2

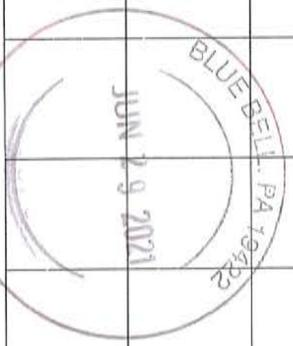
Name and Address of Sender:  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:  
 Certified  
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 Delivery Confirmation  
 Express Mail  
 Insured  
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 Return Receipt for Merchandise  
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1.	KARR ALICIA 8 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
2.	TANG CHA MIN & MAY LINDA A 6 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
3.	GAUTHRON PATRICK D & NINA A 3 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
4.	DELANEY STEVEN 268 N RADNOR CHESTER RD RADNOR, PA 19087	\$0.51	\$0.44									
5.	TRUSTEE OF THE UNIVERSITY OF PENNSYLVANIA 21 PENN TOWER PHILADELPHIA, PA 19104	\$0.51	\$0.44									
6.	RADNOR TOWNSHIP SCHOOL DISTRICT 135 S WAYNE AVE WAYNE, PA 19087	\$0.51	\$0.44									
7.	RADNOR FEE OWNER LLC 200 WEST ST - 38th FLOOR NEW YORK, NY 10282	\$0.51	\$0.44									
8.	ARCH CARROLL HIGH SCHOOL 222 N 17TH ST PHILADELPHIA, PA 19103	\$0.51	\$0.44									
Total Number of Pieces Listed by Sender 8		Total Number of Pieces Received at Post Office		\$4.08	\$3.52	See Privacy Act Statement on Reverse						

Complete by Typewriter, Ink, or Ball Point Pen



Delivery Confirmation  
 Signature Confirmation  
 Special Handling  
 Registered Delivery  
 Return Receipt

3

Name and Address of Sender:  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured  
 Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

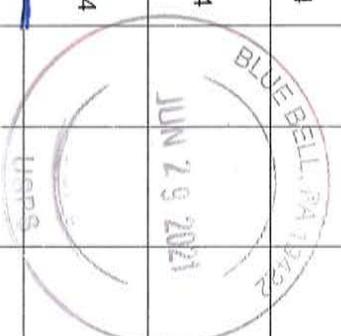
Affix Stamp Here  
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 Postmark and Date of Receipt

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	CAMPBELL JAMES D 254 N RADNOR CHESTER RD RADNOR, PA 19087	\$0.51	\$0.44									
2.	GROSS SHELDON E & DEBORAH P O BOX 545 DEERFIELD BEACH, FL 33443	\$0.51	\$0.44									
3.	FRUMIN AMANDA L 10 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
4.	HART VIRGINIA 15 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
5.	DEUBER KRISTIN B & HULLINGS MICHAELA 13 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
6.	TREBING MICHAEL & LINDA 9 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
7.	BONNER FRANCIS J JR 241 INDIAN HARBOR RD VERO BEACH, FL 32963	\$0.51	\$0.44									
8.												
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)								

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 Restricted Delivery  
 Registered Mail

④

**George W. Broseman**  
Direct Dial: (610) 941-2459  
Direct Fax: (610) 684-2005  
Email: [gbroseman@kaplaw.com](mailto:gbroseman@kaplaw.com)

July 19, 2021

Stephen F. Norcini, PE  
Township Engineer  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087

RE: **Preliminar/Final Land Development Plan #2021-D-02**  
**250 King of Prussia Road**  
**Our Reference: 6565-42**

Dear Mr. Norcini:

In accordance with Radnor Township Code provisions, I am enclosing the following documents on behalf of BDN 250 King of Prussia LP, applicant in the above matter, in advance of the upcoming Planning Commission meeting:

1. A copy of the notice sent by this office to property owners in the vicinity of the property utilizing the addresses provided to us by Radnor Township; and
2. Original United States Postal Service 3877 forms, (Blue Bell Post Office) date-stamped July 16, 2021.

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

Sincerely,



George W Broseman

GWB:sl  
Enclosure

**George W. Broseman**  
Direct Dial: (610) 941-2459  
Direct Fax: (610) 684-2005  
Email: [gbroseman@kaplaw.com](mailto:gbroseman@kaplaw.com)

July 16, 2021

**VIA FIRST CLASS MAIL/CERTIFICATE OF MAILING**

**RE: Preliminary/Final Land Development Plan #2021-D-02  
250 King of Prussia Road  
Our Reference: 6565-42**

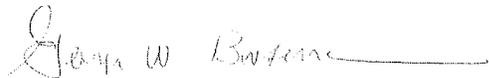
Dear Neighbor,

We have applied to Radnor Township for the review of a preliminary/final land development plan to construct a parking structure over an existing surface parking lot at the above location.

These plans are available for public viewing in the Engineering Department. These plans will be reviewed by the Planning Commission at a scheduled meeting on **Monday August 2, 2021**.

Planning Commission meetings begin at **7:00 P.M.** These meetings will be held in the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087.

Sincerely,



George W. Broseman

GWB:sl

Name and Address of Sender  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Article Number

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Recorded Delivery (International)  
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 Return Receipt for Merchandise

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**FP** **US POSTAGE**  
**\$ 014.31**  
**CORRECTION**  
 ZIP 19422  
 07/16/2021  
 034A 0081800912



Article Number	Name and Address of Recipient	Postage	Fee	Handling Charge	Insurance Value	Weight	Volume	Postmark and Date of Receipt
1.	CAMPBELL JAMES D 254 N RADNOR CHESTER RD RADNOR, PA 19087	\$0.51	\$1.55					
2.	GROSS SHELDON E & DEBORAH P O BOX 545 DEERFIELD BEACH, FL 33443	\$0.51	\$0.44					
3.	FRUMIN AMANDA L 10 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44					
4.	HART VIRGINIA 15 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44					
5.	TREBING MICHAEL & LINDA 9 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44					
6.	BONNER FRANCIS J JR 241 INDIAN HARBOR RD VERO BEACH, FL 32963	\$0.51	\$0.44					
7.	DEUBER KRISTIN B & HULLINGS MICHAELA 13 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44					
8.	KARR ALICIA 8 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44					
Total Number of Pieces Listed by Sender: 8		\$4.08	\$4.63					
Total Number of Pieces Received at Post Office								

PS Form 3877, February 2002 (Page 1 of 2)

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Complete by Typewriter, Ink, or Ball Point Pen

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Name and Address of Sender:  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Registered Delivery (International)  
 Registered  
 Return Receipt for Merchandise

Affix Stamp Here  
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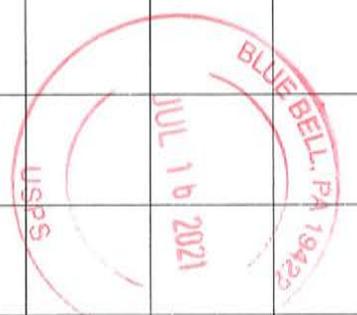
Article Number	Postmaster, Per (Name of receiving employee)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	ARCH CARROLL HIGH SCHOOL 1712 SUMMER STREET PHILADELPHIA, PA 19103	\$0.51	\$0.44									
2.	ARCH CARROLL HIGH SCHOOL 222 N 17TH ST PHILADELPHIA, PA 19103	\$0.51	\$0.44									
3.	TRUSTEE OF UNIVERSITY OF PENNSYLVANIA 250 KING OF PRUSSIA RD - 4TH FLR RADNOR, PA 19087	\$0.51	\$0.44									
4.	RADNOR RACQUET CLUB 175 KING OF PRUSSIA RD RADNOR, PA 19087	\$0.51	\$0.44									
5.	PENNA CENTRAL R R CO C/O AMTRAK PROPERTY TAX DEPT 400 NORTH CAPITOL ST NW WASHINGTON, DC 20001	\$0.51	\$0.44									
6.	SCHIEFFRIN & BARROWAY REALTY LLC 280 KING OF PRUSSIA RD RADNOR, PA 19087	\$0.51	\$0.44									
7.	240 RADNOR CHESTER RD INVEST LP P.O. BOX 545 DEERFIELD BEACH, FL 33443	\$0.51	\$0.44									
8.	864 PROPERTIES LLC 18 ROSCOMMON RD NEWTOWN SQUARE, PA 19073	\$0.51	\$0.44									
Total Number of Pieces Listed by Sender 8		\$4.08	\$3.52									

Total Number of Pieces Received at Post Office  
 8

Postmaster, Per (Name of receiving employee)

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 Signature Confirmation  
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2

Name and Address of Sender  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise

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1.	\$0.51	\$0.44									
RADNOR PROPERTIES 565 LA LP 565 E LANCASTER AVE #100 RADNOR, PA 19087											
2.	\$0.51	\$0.44									
RADNOR PROPERTIES 200 RC LP P O BOX 121604 ARLINGTON, TX 76012											
3.	\$0.51	\$0.44									
TOWNSHIP OF RADNOR 301 IVEN AVE RADNOR, PA 19087											
4.	\$0.51	\$0.44									
TOEWS DOLORES L 340 BELROSE LN RADNOR, PA 19087											
5.	\$0.51	\$0.44									
MCCANN COREY CORBETT 336 BELROSE LA RADNOR, PA 19087											
6.	\$0.51	\$0.44									
DIGNAZIO JOHN RALPH 332 BELROSE LANE RADNOR, PA 19087											
7.	\$0.51	\$0.44									
NARRIGAN RICHARD N 214 ALMUR LN WYNNWOOD, PA 19096											
8.	\$0.51	\$0.44									
NFB ENTERPRISES LLC 355 E CONESTOGA RD WAYNE, PA 19087											
Total Number of Pieces Listed by Sender	8										
Total Number of Pieces Received at Post Office	8										



Delivery Confirmation  
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 Special Handling  
 Registered Delivery

PS Form 3877, February 2002 (page 1 of 2)

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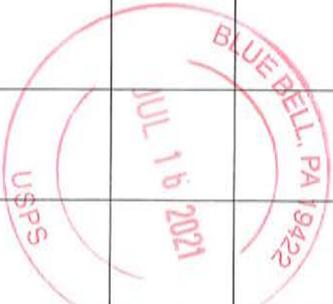
3

Name and Address of Sender  
 Kaplin Stewart  
 910 Harvest Drive  
 Blue Bell, PA 19422

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Registered Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Affix Stamp Here  
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Article Number	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. TANG CHA MIN & MAY LINDA A 6 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
2. GAUTHRON PATRICK D & NINA A 3 RADNOR WAY RADNOR, PA 19087	\$0.51	\$0.44									
3. DELANEY STEVEN 268 N RADNOR CHESTER RD RADNOR, PA 19087	\$0.51	\$0.44									
4. TRUSTEE OF THE UNIVERSITY OF PENNSYLVANIA 21 PENN TOWER PHILADELPHIA, PA 19104	\$0.51	\$0.44									
5. RADNOR TWMNSHIP SCHOOL DISTRICT 135 S WAYNE AVE WAYNE, PA 19087	\$0.51	\$0.44									
6. RADNOR FEE OWNER LLC 200 WEST ST - 38th FLOOR NEW YORK, NY 10282	\$0.51	\$0.44									
7.											
8.											



Total Number of Pieces Listed by Sender: 6  
 Total Number of Pieces Received at Post Office: 6  
 Postmaster, Per (Name of receiving employee):  
 PS Form 3877, February 2002 (Page 1 of 2)

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14

# PRELIMINARY/FINAL LAND DEVELOPMENT PLAN PROPOSED PARKING STRUCTURE # 250 KING OF PRUSSIA ROAD RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA

SHEET INDEX		
SHEET TITLE	SHEET ID	SHEET NO.
COVER SHEET	CL	1 of 12
RECORD PLAN	RP	2 of 12
EXISTING CONDITIONS / DEMOLITION PLAN	ECD	3 of 12
EROSION and SEDIMENT CONTROL PLAN & NOTES	ES	4 of 12
EROSION and SEDIMENT CONTROL DETAILS	DE	5 of 12
GRADING and DRAINAGE PLAN	GP	6 of 12
UTILITIES PLAN	UP	7 of 12
LANDSCAPING	LA	8 of 12
LIGHTING PLAN	LP	9 of 12
CONSTRUCTION DETAILS	DT	10 of 12
PROFILES & CONSTRUCTION DETAILS	PR	11 of 12
VEHICLE CIRCULATION PLAN	TR	12 of 12

**PLAN PURPOSE STATEMENT:**

THE APPLICANT PROPOSES THE CONSTRUCTION OF A PARKING STRUCTURE TO IMPROVE THE EXISTING NON-CONFORMITIES OF THE PROPERTY RELATED TO PARKING STALL SUPPLY.



**BOARD of COMMISSIONERS SIGNATURE BLOCK**

REVIEWED AND APPROVED BY THE RADNOR TOWNSHIP BOARD OF COMMISSIONERS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

**ZONING OFFICER SIGNATURE BLOCK**

REVIEWED AND APPROVED BY THE RADNOR TOWNSHIP ZONING OFFICER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

TOWNSHIP ZONING OFFICER \_\_\_\_\_

**TOWNSHIP ENGINEER SIGNATURE BLOCK**

REVIEWED AND APPROVED BY THE RADNOR TOWNSHIP ENGINEER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

TOWNSHIP ENGINEER \_\_\_\_\_

**PLAN PREPARER'S STATEMENT**

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON, AS WELL AS ALL RELATED DRAWINGS AND DOCUMENTS SUBMITTED HERewith, ARE TRUE AND CORRECT TO THE ACCURACY REQUIRED BY AND ARE IN COMPLETE COMPLIANCE WITH THE RADNOR TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND THE RADNOR TOWNSHIP ZONING ORDINANCE, AND WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND FOR WHICH I ACCEPT FULL AND COMPLETE RESPONSIBILITY.

DATE: 07/07/2021  
DATE: \_\_\_\_\_

*D. Alexander Tweedie*  
D. ALEXANDER TWEEDIE  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. 071873

**OWNER'S ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF DELAWARE

BDN 250 KING OF PRUSSIA I, LP, ACKNOWLEDGES THEY ARE THE OWNER OF THE SUBJECT PROPERTY THESE PLANS WERE PREPARED WITH THEIR FREE CONSENT, AND THEY DESIRE TO RECORD THE SAME.

PRESIDENT, BDN 250 KING OF PRUSSIA I, LP: \_\_\_\_\_

SECRETARY, BDN 250 KING OF PRUSSIA I, LP: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

MY COMMISSION EXPIRES: \_\_\_\_\_

I, \_\_\_\_\_, ON THIS DATE OF \_\_\_\_\_, HEREBY ACKNOWLEDGE THAT ANY REVISIONS TO THE APPROVE DRAINAGE PLAN MUST BE APPROVED BY THE MUNICIPALITY AND THAT A REVISED EROSION AND SEDIMENT CONTROL PLAN MUST BE SUBMITTED TO THE CONSERVATION DISTRICT FOR A DETERMINATION OF ADEQUACY.

DATE: \_\_\_\_\_ OWNER'S SIGNATURE: \_\_\_\_\_

BDN 250 KING OF PRUSSIA I, LP

**ZONING VARIANCES GRANTED: PER DECISION AND ORDER OF APPEAL NO 3097, DATED JUNE 3, 2021**

260-44(C) RELIEF FROM THE SETBACK REQUIREMENTS OF THE ZONING CODE.  
260-44(B) RELIEF FROM BUILDING AND LANDSCAPED AREA REQUIREMENTS OF THE ZONING CODE.

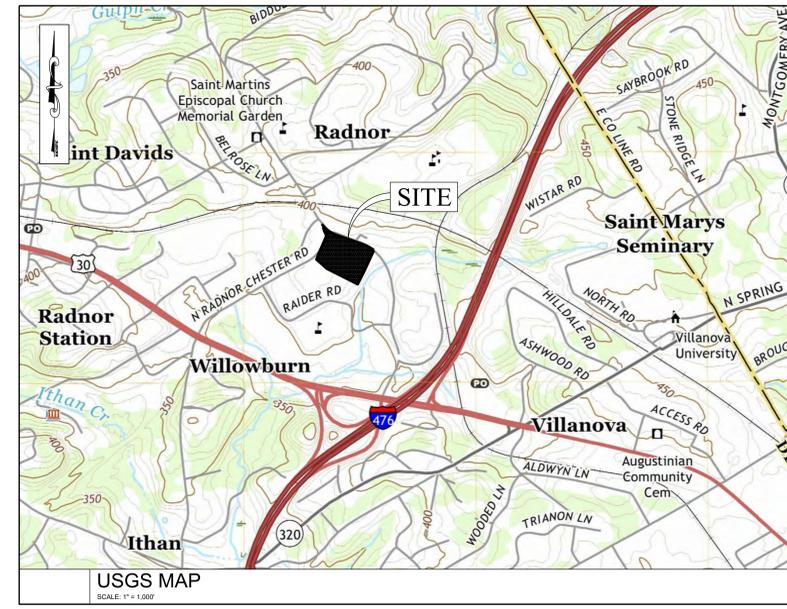
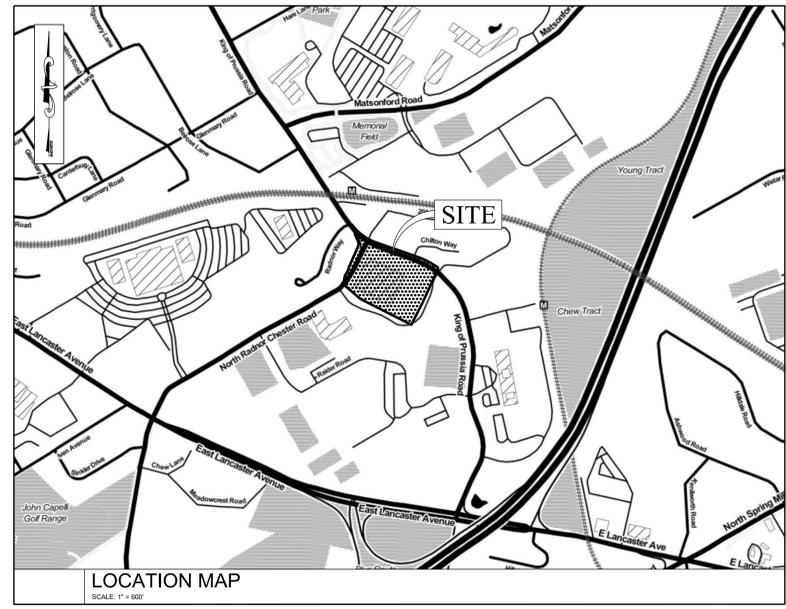
**WAIVER REQUEST LIST:**

245-22 TO WAIVE THE GROUNDWATER RECHARGE REQUIREMENT AND PERMIT EVAPOTRANSPIRATION THROUGH A RAIN GARDEN TO MEET THE STORMWATER STANDARD.  
255-12.A TO PERMIT PRELIMINARY AND FINAL LAND DEVELOPMENT TO BE FILED AS A SINGLE APPLICATION  
255-20.B1(h) FROM SHOWING EXISTING IMPROVEMENTS WITHIN 500 FEET OF THE PROJECT SITE  
255-29.A.(6) TO PERMIT MORE THAN 10 CONTINUOUS PARKING SPACES WITHOUT A CURBED LANDSCAPING ISLAND WITHIN THE PARKING STRUCTURE.  
255-29.B TO WAIVE PARKING LOT LANDSCAPE REQUIREMENTS WITHIN THE PARKING STRUCTURE.  
255-43.1 TO CONFIRM PARK AND RECREATION LANDFEE REQUIREMENTS ARE NOT APPLICABLE

I, D. ALEXANDER TWEEDIE, P.E., ON THIS DATE OF MAY 10, 2021, HEREBY CERTIFY THAT THE DRAINAGE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE RADNOR TOWNSHIP STORMWATER MANAGEMENT ORDINANCE EXCEPT FOR SPECIFIC WAIVERS OF STRICT CONFORMANCE ARE REQUESTED HEREIN.

DATE: 07/07/2021  
DATE: \_\_\_\_\_

*D. Alexander Tweedie*  
D. ALEXANDER TWEEDIE, P.E. - PA LIC. NO. 071873  
LANDCORE ENGINEERING CONSULTANTS, P.C.  
PO BOX 37635 #65287 PHILADELPHIA, PENNSYLVANIA 19101-0635



DCPD No. \_\_\_\_\_

PROCESSED AND REVIEWED  
REPORT PREPARED BY DELAWARE COUNTY PLANNING DEPARTMENT IN ACCORDANCE WITH THE MUNICIPALITIES PLANNING CODE.

CERTIFIED ON THIS DATE \_\_\_\_\_

FOR THE DIRECTOR  
DELAWARE COUNTY PLANNING DEPARTMENT

PLANS PREPARED BY

**LANDCORE**  
Engineering Consultants, P.C.  
PO BOX 37635 #65287 PHILADELPHIA, PENNSYLVANIA 19101-0635  
PHONE 215-636-2510 | FAX 215-352-0428  
LANDCORECONSULTING.COM

PLANS PREPARED FOR

OWNER / APPLICANT:  
**BDN 250 KING OF PRUSSIA I, LP**  
2929 WALNUT STREET, 17TH FLOOR  
PHILADELPHIA, PA 19104

PROJECT: BRANDYWINE REALTY TRUST PROPOSED PARKING STRUCTURE 250 KING OF PRUSSIA ROAD RADNOR TOWNSHIP DELAWARE COUNTY, PA

TITLE: COVER SHEET

SCALE: (H) AS NOTED (V) \_\_\_\_\_

DATE: 2021-02-18

SHEET: CL 1 of 12

REV. NO: 3

REVISIONS:

NO.	DATE	BY	COMMENTS
1	2021-02-18	DAW	ISSUE FOR PERMITS
2	2021-02-18	DAW	REVISED PER TOWNSHIP COMMENTS
3	2021-02-18	DAW	REVISED PER TOWNSHIP COMMENTS
4	2021-02-18	DAW	REVISED PER TOWNSHIP COMMENTS
5	2021-02-18	DAW	REVISED PER TOWNSHIP COMMENTS

REGISTERED PROFESSIONAL ENGINEER  
D. ALEXANDER TWEEDIE  
PENNSYLVANIA LICENSE NO. 071873  
NOT FOR CONSTRUCTION

PROJECT NO: 200002  
DRAWN BY: MP/LAD  
CHECKED BY: DAW/TWE  
CADD # 01\_CL\_200002

**SITE DATA**  
 THIS LAND DEVELOPMENT PLAN REFERENCES A SURVEY PLAN ENTITLED  
 ALTANSIPS LAND TITLE SURVEY  
 LANDS NF THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA  
 250 KING OF PRUSSIA ROAD  
 PARCEL ID NO. 36-02-01158-00  
 PREPARED BY NAVI NEWELL  
 900 WEST VALLEY ROAD, SUITE 1100  
 WAYNE, PA 19087-1000  
 FILE NO. 2019-136, DATED AUGUST 9, 2019

**OWNER OF RECORD**  
 NF THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA  
 250 KING OF PRUSSIA ROAD  
 WAYNE, PA 19087

**APPLICANT**  
 SON 250 KING OF PRUSSIA 1, LP  
 2929 WALNUT STREET, 17TH FLOOR  
 PHILADELPHIA, PA 19104

**PARCEL DATA**  
 TAX MAP NO. 36-02-01158-00  
 DEED BOOK 1468, PAGE NO. 2018

**ZONED - PLO - PLANNED LABORATORY - OFFICE DISTRICT**  
 EXISTING / PROPOSED PRINCIPAL USE: OFFICE / OFFICE MEDICAL  
 PROPOSED ACCESSORY USE: PARKING STRUCTURE (PERMITTED)

BULK REQUIREMENTS	REQUIRED	EXISTING	PROPOSED
GROSS LOT AREA (SF)	361,010.00	361,010.00	361,010.00
NET LOT AREA (SF)	314,761.00	314,761.00	314,761.00
MINIMUM LOT WIDTH @ BLDG LINE (FT)	300	638.34	NO CHANGE
MINIMUM BUILDING & ACCESSORY STRUCTURE SETBACKS			
FRONT BUILDING & ACCESSORY STRUCTURE SETBACK (FROM STREET ROW)	150	99	NO CHANGE
SIDEWALK BUILDING & ACCESSORY STRUCTURE SETBACK	200	74.5	NO CHANGE
OPPOSITE END OF PRUSSIA ROAD	200	233.5	NO CHANGE
OPPOSITE RADNOR CHESTER ROAD	75	0	NO CHANGE
PARKING / DRIVEWAY / ROADWAY SETBACK	100	352	NO CHANGE
MAXIMUM BUILDING LENGTH/DEPTH (FT / STY)	38 / 3	48.57 / 4 STY	NO CHANGE
MAXIMUM BUILDING HEIGHT (FT / STY)	55 / 3	22.33 FT / 2 STY	NO CHANGE
MINIMUM BUILDING SEPARATION (FT)	45	NA	102.95
MAXIMUM BUILDING & ACCESSORY STRUCTURE WIDTH OF LOT			
KING OF PRUSSIA ROAD (%)	80	55.1%	72.8%
RADNOR CHESTER ROAD (%)	80	62.5%	72.2%
MAXIMUM BUILDING & STRUCTURE AREA *1 (SF)	30	32.5%	42.2%
MINIMUM LANDSCAPE AREA (SF)	45%	31.7%	29.4%
MINIMUM LANDSCAPE STRIP (FT)	75	NA	NO CHANGE
MINIMUM STALL SIZE (EXISTING SURFACE) (FT)	9'6" X 20'	8'6" X 18'	8'6" X 18'
PROPOSED SURFACE STALLS (FT)	9'6" X 20'	NA	9'6" X 20'
PROPOSED PARKING STRUCTURE STALLS (FT)	9'6" X 18'	NA	9'6" X 18'
MINIMUM AISLE WIDTH (FT)	22	20.07	20.07

(V) VARIANCE REQUIRED | (EX) EXISTING NON-COMPLIANCE | (W) WAIVER REQUESTED  
 (T) TO BE DETERMINED | (NA) NOT APPLICABLE | (NS) NOT SPECIFIED | (VG) VARIANCE GRANTED

1) THE AGGREGATE OF THE MAXIMUM HORIZONTAL CROSS-SECTIONAL AREA OF ALL BUILDINGS AND STRUCTURES ON A LOT ABOVE THE GROUND LINE, MEASURING AT THE GREATEST OUTSIDE DIMENSIONS, EXCLUDING CORNERS, EAVES, CHIMNEYS AND STAIRS, PROVIDED THAT THEY DO NOT PROJECT MORE THAN TWO FEET FROM THE BUILDING.

PARKING STALL REQUIREMENTS	EXISTING DEVELOPMENT	PROPOSED DEVELOPMENT	
REQUIREMENT	QTY	CALCULATION	REQUIRED
MEDICAL OFFICE USE 1 STALL PER 100 SF	87,740	87,740 / 100	877
OFFICE USE FIRST 50,000 SF: 1 STALL PER 200 SF	40,258	40,258 / 200	201
<b>TOTAL EXISTING PROVIDED</b>			<b>1,078</b>
REQUIREMENT	QTY	CALCULATION	REQUIRED
MEDICAL OFFICE USE [1] 1 STALL PER 150 SF	89,367	89,367 / 150	595
OFFICE USE [1] FIRST 50,000 SF: 1 STALL PER 200 SF	38,300	38,300 / 200	191
<b>TOTAL PROPOSED REQUIRED</b>			<b>786</b>
<b>EXCESS STALLS</b>			<b>292</b>

1) PROPOSED MEDICAL OFFICE AREA APPROXIMATE AT A 10% / 30% RATIO, CONSISTENT WITH THE EXISTING BUILDINGS  
 2) EXAM ROOM COUNT IS ESTIMATED BASED ON A DENSITY OF 1 EXAM ROOM PER 500 SF OF MEDICAL OFFICE SPACE.

ADA COMPLIANCE CALCULATIONS	AREA	TOTAL STALLS	REQUIRED ADA	PROVIDED ADA
EXISTING PARKING	372	8	8	29
PROPOSED PARKING	528	11	11	17

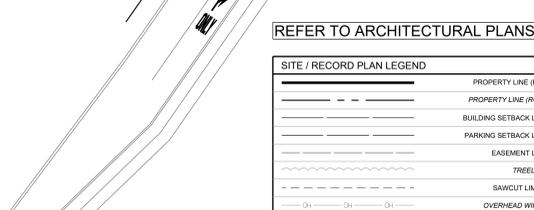
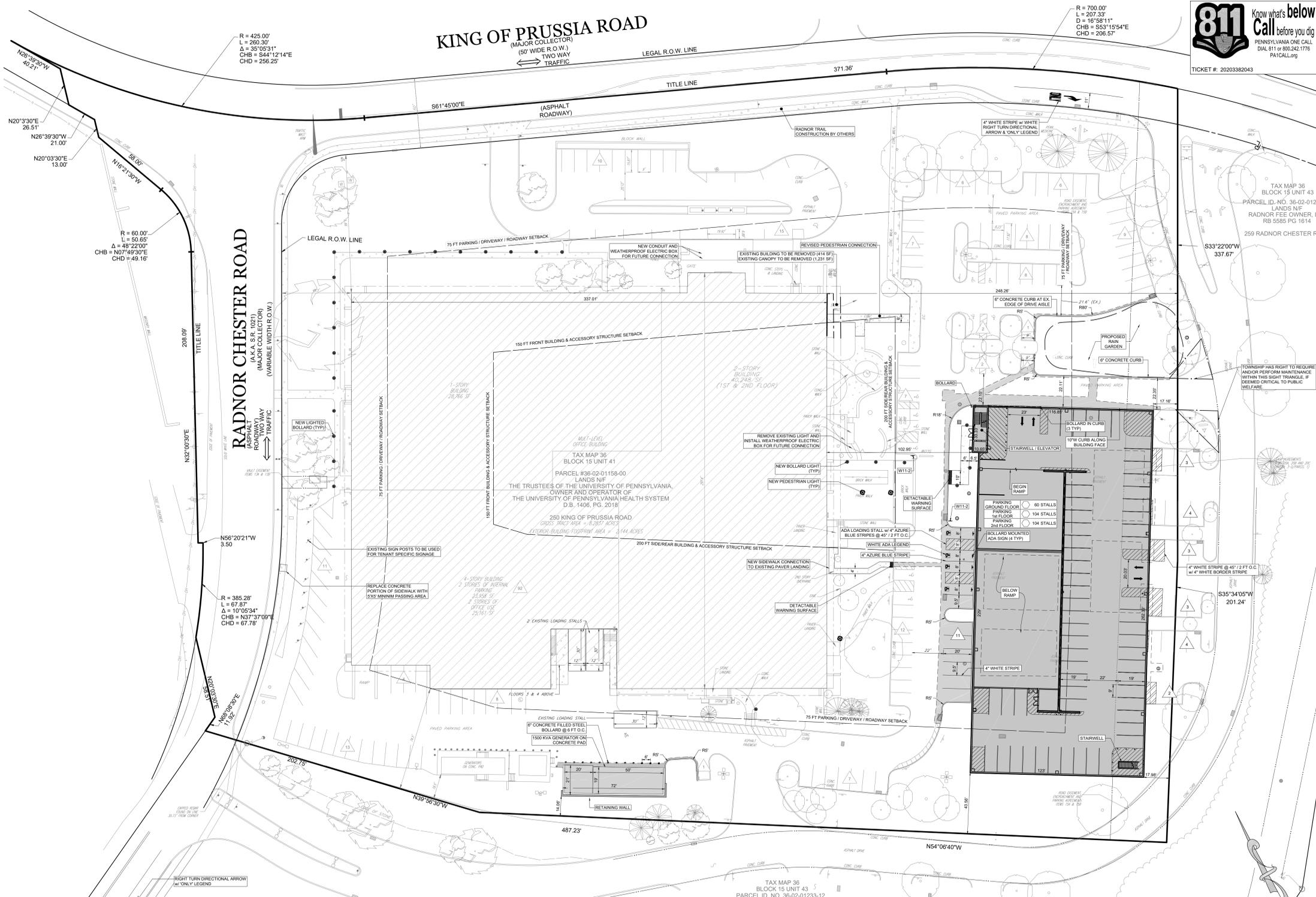
PARKING REQUIREMENTS	EXISTING PARKING AREAS TO BE UTILIZED IN CALCULATIONS	NET CHANGE IN FLOOR AREAS IN PROPOSED CONDITIONS	PROPOSED PARKING AREAS TO BE UTILIZED IN CALCULATIONS
EX-4 STORY BUILDING 2 STORES (OFFICE SPACE) GROSS AREA PER FLOOR - 25,161 SF	(25,161 X 2) X 0.80 = 40,258 SF	NO CHANGE	40,258 SF
EX-2 STORY BUILDING 2 STORES (OFFICE SPACE) GROSS AREA PER FLOOR - 40,248 SF PROP. GROSS AREA PER FLOOR - 40,248 SF	(40,248 X 2) + 44,140 X 0.80 = 64,728 SF	(40,248 X 2) X 0.80 = 64,392 SF	64,392 SF
EX-1 STORY BUILDING GROSS AREA PER FLOOR - 28,766 SF	(28,766 X 1) X 0.80 = 23,013 SF	NO CHANGE	23,013 SF
<b>TOTAL DEVELOPMENT</b>	<b>127,968 SF</b>	<b>(-331 SF)</b>	<b>127,637 SF</b>

MINIMUM LOADING SPACE REQUIREMENT	REQUIREMENT	EXISTING	PROPOSED
OFFICE USE (20,000 SF - 20,000 SF) 1 SPACE / AREA	NA	12.16 X 30 L	12 W X 30 L
OFFICE USE (> 20,000 SF) 1 SPACE + 1 SPACE PER ADD. 50,000 SF OVER 20,000 SF	3.0	12.16 X 30 L	12 W X 30 L

(V) VARIANCE REQUIRED | (EX) EXISTING NON-COMPLIANCE | (W) WAIVER REQUESTED  
 (T) TO BE DETERMINED | (NA) NOT APPLICABLE | (NS) NOT SPECIFIED

\* 3>Loading berths in the maximum required per TWP code. Due to a maximum of 120,000 SF of NET FLOOR AREA APPLICABLE TO THE ORDINANCE.

**PARK AND RECREATION REQUIREMENTS**  
 APPLICANT PROPOSES TO PAY A FEE IN LIEU OF PARK AND RECREATION LAND IN THE AMOUNT OF \$26.80. THIS FEE IS CALCULATED AT \$2,416.50 OF FLOOR PLATE TIMES 80% (PER TOWNSHIP CODE) FOR TWO NEW LEVELS OF PARKING STRUCTURE ABOVE EXISTING SURFACE LEVELS.  
 32,415 SF X 0.80 = \$1,865.60 SF OF "FLOOR AREA"  
 THEN APPLY TOWNSHIP CALCULATION ON REQUIRED FEE AMOUNT:  
 \$1,865.60 / 6.40 = 1,104.00 X 0.14 = \$153.27 = \$26.80



LOCATION	STALLS
PARKING PARKING	168
GARAGE (PROPOSED GARAGE)	60
1ST & 2ND STORES	208
INTERNAL (EXISTING BUILDING)	46
2ND FLOOR	46
<b>TOTAL PARKING</b>	<b>628</b>

**REDUCTION IN PROPOSED IMPERVIOUS COVERAGE FOR THIS REVISION IS ACCOMPLISHED PRIMARILY BY THE REMOVAL OF ONE PROPOSED GENERATOR THAT WAS SHOWN ON THE ORIGINAL DESIGN AND THE CONVERSION OF A PORTION OF THE EXISTING PARKING LOT TO A SWM FACILITY.**

**PAVEMENT SCOPE OF WORK:**  
 THE SAWCUT LIMITS SHOWN ON THE PLANS ARE REPRESENTATIVE OF THE AREAS REQUIRING FULL-DEPTH PAVEMENT REPLACEMENT; HOWEVER THE EXTENTS OF PROPOSED MILL AND OVERLAY MAY EXTEND BEYOND SUCH SAWCUT LIMITS. CONTRACTOR SHALL DISCUSS THE LIMITS OF PROPOSED MILL AND OVERLAY WITH OWNER TO CLARIFY THEIR INTENT/TEXTS PRIOR TO ISSUING FINAL CONSTRUCTION BID.

**CONTRACTOR NOTES**

- THE CONTRACTOR, IN ADDITION TO OTHER NOTES PROVIDED WITHIN THE APPROVED PLANS, SHALL BE RESPONSIBLE FOR THE FOLLOWING:
  - SMALL FULLY COMPLY WITH THE LATEST OSHA STANDARDS AND REGULATIONS, OR ANY OTHER AGENCIES HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES.
  - IS RESPONSIBLE TO MAINTAIN AS-BUILT RECORDS OF THE WORK.
  - SHALL ENSURE COMPLIANCE WITH ALL TERMS AND CONDITIONS SET FORTH IN THE APPROVALS AND PERMITS ISSUED BY MUNICIPAL, COUNTY, STATE AND FEDERAL AGENCIES RELATING TO THE WORK. CONTRACTOR AT HIS SOLE EXPENSE, SHALL PROMPTLY CORRECT ALL VIOLATIONS REPORTED OR NOTED BY MUNICIPAL, COUNTY, STATE OR FEDERAL OFFICIALS RELATING TO OR ARISING FROM CONTRACTOR'S FAILURE TO PERFORM THE WORK IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE APPROVALS AND PERMITS.
  - IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE. ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM, THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.
  - CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ADJACENT TO OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES AS NECESSARY TO ENSURE THE PROTECTION AND STABILITY OF STRUCTURES, SIDEWALKS, PAVEMENT, AND ANY OTHER IMPROVEMENTS TO REMAIN ON THE PROPERTY, AND TO PROVIDE A SAFE WORK AREA.
  - ALL CONTRACTORS MUST CARRY STATUTORY WORKERS' COMPENSATION, EMPLOYERS' LIABILITY, INSURANCE AND APPROPRIATE LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (G.L.). ALL CONTRACTORS MUST HAVE THEIR POLICIES ENDORSED TO NAME IN ADDITION TO OWNER, LANDSCAPE ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONTRACTORS AS ADDITIONAL INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THE HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH OWNER AND ENGINEER WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY THE LAW, INDEMNIFY AND HOLD HARMLESS OWNER AND LANDSCAPE ENGINEERING CONSULTANTS, P.C. AND ITS SUBCONTRACTORS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.
  - NEITHER THE PROFESSIONAL ACTIVITIES OF ENGINEER NOR THE PRESENCE OF ENGINEER OR HIS EMPLOYEES AND SUBCONTRACTANTS AT A CONSTRUCTION PROJECT SITE SHALL RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCES, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMANCE, SUPERVISING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH AND SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES, ENGINEER AND HIS PERSONNEL, HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR HIS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY.
  - ENGINEER WILL REVIEW AND ACCEPT OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN. NOT CONSTRUCTION MEANS OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES, OR CONSTRUCTION SAFETY PRECAUTIONS. ALL OF WHICH ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ENGINEER'S REVIEW SHALL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT ENGINEER HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO THE ATTENTION OF ENGINEER IN WRITING BY THE CONTRACTOR. ENGINEER SHALL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
  - NEITHER OWNER NOR ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS OR MEANS FOR COMPLETION OF THE WORK DEPICTED ON THESE PLANS NOR ANY CONFLICTS / SCOPE REVISIONS WHICH RESULT FROM THE SAME. NEITHER OWNER NOR CONTRACTOR IS RESPONSIBLE FOR DETERMINING METHODS / MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, AND CONTRACTOR IS RESPONSIBLE TO PROMPTLY NOTIFY OWNER AND ENGINEER, IN WRITING, WHEN A CONFLICT IS IDENTIFIED.

**RECORD PLAN NOTES**

- THESE PLANS ARE BASED ON INFORMATION PROVIDED TO LANDSCAPE ENGINEERING CONSULTANTS, P.C. (HEREINAFTER "THE ENGINEER") AT THE TIME OF PREPARATION. ALL ELEVATIONS SHOWN CORRELATE TO THE REFERENCE BENCHMARK AND MUST BE VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO GROUND-BREAKING. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY. IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK WOULD BE INHIBITED BY ANY OTHER SITE FEATURES, ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST. STATE AND LOCAL ANNOTATED FABRICATION OF STRUCTURES AND MATERIALS, OR COMMENCEMENT WITH CONSTRUCTION ACTIVITIES.
- ALL WORK AND MATERIALS SHALL COMPLY WITH OR EXCEED ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND CODES, AND OSHA STANDARDS.
- THE OWNER / CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR ANY / ALL CERTIFICATIONS, INSPECTIONS, ETC. REQUIRED BY ALL GOVERNING JURISDICTIONAL AGENCIES DURING AND AFTER CONSTRUCTION FOR SIGN-OFF AND CERTIFICATE OF OCCUPANCY ISSUANCE, INCLUDING BUT NOT LIMITED TO, PROCUREMENT OF SERVICES, SCHEDULING OF FIELD OBSERVATIONS AND COORDINATION WITH REPRESENTATIVES OF THE APPROPRIATE PARTIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING, AND FAMILIARIZING THEMSELVES WITH, ALL PROJECT RELATED RESOURCES, TECHNICAL REPORTS AND DESIGN DOCUMENTS PREPARED FOR THE PROJECT, INCLUDING, BUT NOT LIMITED TO, ANY PREPARED GEOTECHNICAL REPORTS, ENVIRONMENTAL REPORTS, PERMITS AND RESOURCES AND SUCH DISCREPANCY SHALL BE REVIEWED WITH ENGINEER PRIORS TO COMMENCING ANY WORK RELATED TO SUCH.
- IT IS ESSENTIAL THAT CONTRACTORS ARE AWARE OF THE SITE ACCESSIBILITY REQUIREMENTS. LANDSCAPE ENGINEERING CONSULTANTS HAS MADE A POINT IN THE PROVIDED NOTES AND DETAILS, AS WELL AS IN THE DRAWINGS, TO PROVIDE SLOPES / GRADES AND DIMENSIONS THAT COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS AS LAST REVISED AS WELL AS APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS. LATEST EDITIONS OF THESE SLOPES / GRADES AND DIMENSIONS ARE NOT ACHIEVABLE. THE CONTRACTOR IS REQUIRED TO NOTIFY THE OWNER, IN WRITING, IMMEDIATELY AND BEFORE MOVING FORWARD WITH THE WORK. THE CONTRACTOR SHALL CONFIRM THE DESIGNATED ADA ACCESSIBLE AREAS AND ROUTES PRIOR TO THE START OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR CONSTRUCTION OF THE DESIGNATED AREAS AND ROUTES IN ACCORDANCE WITH THE MOST CURRENT ADA GUIDELINES AS APPLICABLE TO THE PROJECT.
- STORMWATER MANAGEMENT FACILITIES
- THE PROPOSED ON-SITE STORMWATER MANAGEMENT FACILITIES SHALL BE OWNED AND MAINTAINED BY THE APPLICANT, UNLESS SPECIFICALLY NOTED OTHERWISE ON THESE PLANS.
- IF A BANK EASEMENT IS GRANTED TO THE MUNICIPALITY FOR ACCESS AND INSPECTION OF THE STORMWATER BEST MANAGEMENT PRACTICES (BMPs) AS INDICATED ON THESE PLANS, THE MUNICIPALITY SHALL HAVE THE RIGHT, BUT NOT THE DUTY, OF REASONABLE ACCESS AT REASONABLE TIMES TO EVERY BMP AND CONVEYANCE FROM A PUBLIC RIGHT-OF-WAY OR ROADWAY ONTO THE PROPERTY TO CONDUCT PERIODIC INSPECTIONS AS OUTLINED IN ANY APPLICABLE EASEMENT AGREEMENT AND TO UNDERTAKE OTHER ACTIONS THAT MAY BE NECESSARY TO ENFORCE THE REQUIREMENTS OF THE MUNICIPAL STORMWATER MANAGEMENT ORDINANCE, AND ANY APPLICABLE OPERATION AND MAINTENANCE PLANS AND/OR OPERATION AND MAINTENANCE AGREEMENTS.
- THE STORMWATER MANAGEMENT FACILITIES, AS DETICED HEREIN, ARE PERMANENT STRUCTURES. NO PERSON OR ENTITY SHALL MODIFY, REMOVE, FULL LANDSCAPE OR OTHERWISE ALTER ANY STORMWATER MANAGEMENT FACILITY WHICH HAS BEEN INSTALLED ON A PROPERTY UNLESS A STORMWATER MANAGEMENT PLAN REVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE MUNICIPALITY, ALONG WITH THE REVIEW AND ADVICE OF THE MUNICIPAL ENGINEER AND THE COUNTY ENGINEER DIRECTOR, WHICH AUTHORIZES SUCH MODIFICATION, REMOVAL, FILLING, LANDSCAPING OR ALTERATION. NO REGION SHALL PLACE ANY STRUCTURE, FILL, LANDSCAPING OR VEGETATION WITHIN A STORMWATER MANAGEMENT FACILITY OR WITHIN A GRASSWAY EASEMENT WHICH HAS THE EFFECT OF OR TO ANY DEGREE LIMITS OR ALTERS THE FUNCTIONING OF THE FACILITY OR LANDSCAPING IN ACCORDANCE WITH ITS DESIGN AND INTENDED FUNCTION.
- WETLANDS / AVIATION OF THIS PLAN, THE MUNICIPALITY HAS NOTIFIED CONFIRMED NOR DENIED THE EXISTENCE AND/OR EXTENT OF ANY WETLAND AREAS WHETHER OR NOT DELINEATED ON THE SAD PLAN AND ANY ENCROACHMENT THEREON FOR ANY REASON WHATSOEVER SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER, HIS HEIRS AND ASSIGNS AND SHALL BE SUBJECT TO THE JURISDICTION OF THE ARMY CORPS OF ENGINEERS AND/OR THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS THE SAID ENCROACHMENT SHALL CONFORM TO THE RULES AND REGULATIONS OF THE JURISDICTIONAL AGENCIES.
- FLOODPLAIN: THE SITE DOES NOT LIE WITHIN THE FLOOD ZONING AS SHOWN ON A FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 420450203P, EFFECTIVE DATE: NOVEMBER 18, 2009.

**GENERAL NOTES**

- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND APPROVE ALL REQUIRED PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND APPROVE ALL REQUIRED PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND APPROVE ALL REQUIRED PERMITS AND APPROVALS.
- DEBRIS, UNSUITABLE SOIL AND DEMOLITION MATERIAL SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE SOIL, DEMOLITION MATERIAL, DEBRIS AND ANY OTHER WASTE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, LOCAL LAWS, REGULATIONS AND STANDARDS OF THE LOCAL GOVERNING AUTHORITY.
- UNLESS OTHERWISE INDICATED WITHIN THE APPROVED PLANS, ALL DISTURBED AREAS TO RECEIVE SIX INCHES OF TOPSOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAKE OF GRASS IS ESTABLISHED.
- ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. ALL PROPOSED RADII ARE SIX UNLESS OTHERWISE NOTED.
- PAVEMENT SHALL BE SAW CUT IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAVEMENT.
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED AS NECESSARY. ALL COSTS SHALL BE INCLUDED IN BASE BID.
- FOR MATERIALS AND/OR SPECIFICATIONS NOT SPECIFICALLY REFERENCED ON THESE PLANS OR STATE AND LOCAL REQUIREMENTS THE PROJECT SHALL BE CONSTRUCTED IN CONFORMANCE WITH PENNDOT PUB 408 AS LAST REVISED.

**GRAPHIC SCALE**  
 1" = 30 FEET

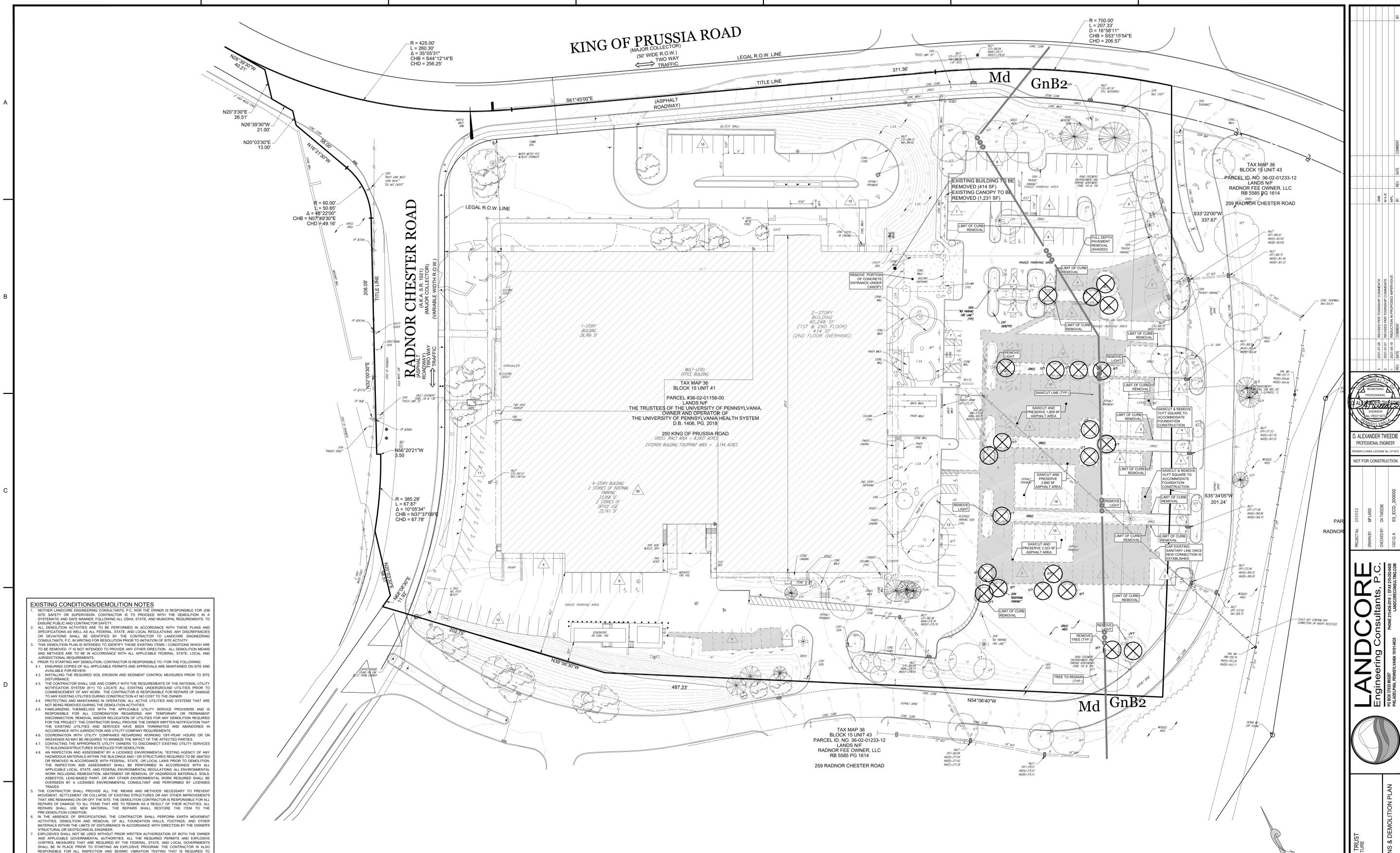
**811 Know what's below**  
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 PENNSYLVANIA ONE CALL  
 DIAL 811 or 800.242.1776  
 PA1CALL.org  
 TICKET # : 20203382043

TAX MAP 36  
 BLOCK 15 UNIT 43  
 PARCEL ID NO. 36-02-01233-12  
 LANDS NF  
 RADNOR FEE OWNER, LLC  
 RB 5585 PG 1614  
 259 RADNOR CHESTER ROAD

LANDSCAPE ENGINEERING CONSULTANTS, P.C.  
 PROJECT: 2001002  
 DRAWN BY: MP, LAR  
 CHECKED BY: DA, TWEEDE  
 DATE: 02\_PP\_2001002

BRANDYWINE REALTY TRUST  
 PROPOSED PARKING STRUCTURE  
 RADNOR TOWNSHIP  
 DELAWARE COUNTY, PA

SCALE: (H) AS NOTED  
 (V)  
 DATE: 2021-02-18  
 SHEET: RP  
 REV: No  
 2 of 12

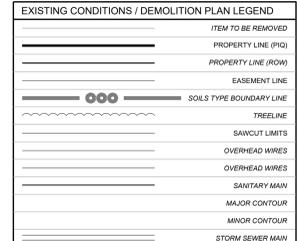


**EXISTING CONDITIONS/DEMOLITION NOTES**

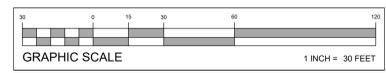
- NEITHER LANDCORE ENGINEERING CONSULTANTS, P.C. NOR THE OWNER IS RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER FOLLOWING ALL OHIO STATE AND MUNICIPAL REQUIREMENTS TO ENSURE PUBLIC AND CONTRACTOR SAFETY.
- ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE, AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO LANDCORE ENGINEERING CONSULTANTS, P.C. IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
- THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS / CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE ANY OTHER DIRECTION. ALL DEMOLITION MEANS AND METHODS ARE TO BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, LOCAL, AND JURISDICTIONAL REQUIREMENTS.
- PRIOR TO STARTING ANY DEMOLITION, CONTRACTOR IS RESPONSIBLE TO:
  - ENSURING COPIES OF ALL APPLICABLE PERMITS AND APPROVALS ARE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
  - INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
  - THE CONTRACTOR SHALL USE AND COMPLY WITH THE REQUIREMENTS OF THE NATIONAL UTILITY NOTIFICATION SYSTEM (N11) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION AT HIS/HER OWN RISK.
  - PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE UTILITIES AND SYSTEMS THAT ARE NOT BEING REMOVED DURING THE DEMOLITION ACTIVITIES.
  - FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDERS AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING ANY TEMPORARY OR PERMANENT DISCONNECTION, REMOVAL, AND/OR RELOCATION OF UTILITIES FOR ANY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
  - COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT OF THE AFFECTED PARTIES.
  - CONTACTING THE APPROPRIATE UTILITY OWNERS TO DISCONNECT EXISTING UTILITY SERVICES TO BUILDINGS/STRUCTURES SCHEDULED FOR DEMOLITION.
  - AN INSPECTION AND ASSESSMENT BY A LICENSED ENVIRONMENTAL TESTING AGENCY OF ANY HAZARDOUS MATERIALS WITHIN THE BUILDINGS AND/OR STRUCTURES TO BE ABANDONED OR REMOVED IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL LAWS PRIOR TO DEMOLITION. THE INSPECTION AND ASSESSMENT SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING REMEDIATION, ABANDONMENT OR REMOVAL OF HAZARDOUS MATERIALS, SOILS, ASBESTOS, LEAD-BASED PAINT, OR ANY OTHER ENVIRONMENTAL WORK REQUIRED SHALL BE OVERSEEN BY A LICENSED ENVIRONMENTAL CONSULTANT AND PERFORMED BY LICENSED TRADES.
  - THE CONTRACTOR SHALL PROVIDE ALL THE MEANS AND METHODS NECESSARY TO PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF EXISTING STRUCTURES OR ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF THE SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF THEIR ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
  - IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY THE OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
  - EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN AUTHORIZATION OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
  - CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND SAFETY PRACTICES IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL" AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS-OF-WAY.
  - CONTRACTOR SHALL CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO INSURE MINIMUM INTERFERENCE WITH ROAD, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET/SIDEWALK CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
  - DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE OR APPROVED LIMITS OF DISTURBANCE FOR THE PROJECT WITHOUT WRITTEN PERMISSION OF THE OWNER AND /OR APPROPRIATE GOVERNMENT AGENCY.
  - CONTRACTOR SHALL UTILIZE APPROPRIATE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND SOOT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE AND /OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR PRE-DEMOLITION CONDITION.
  - CONTRACTOR IS RESPONSIBLE TO SAFEGUARD AND SECURE THE SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
  - DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE (CRUSHED STONE/CONCRETE CERTIFIED AND USED AS CLEAN FILL SHALL BE EXCLUDED). ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND LOCAL LAWS, REGULATIONS, AND CODES.
  - ALL EXISTING UTILITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH LOCAL UTILITY COMPANY REQUIREMENTS.

**RADNOR TOWNSHIP  
TREE REPLACEMENT FORMULA**

DIAMETER AT BREAST HEIGHT (IN)	NUMBER REMOVED	REQUIRED LARGE CANOPY REPLACEMENT TREES PER REMOVED TREE		NEW PLANTINGS REQUIRED	
		TOTAL REQUIRED REPLACEMENT TREES PER REMOVED TREE	REQUIRED LARGE CANOPY REPLACEMENT TREES	TOTAL REQUIRED REPLACEMENT TREES	
6 - 18	20	0	0	0	20
19 - 29	1	2	3	2	3
30 +	0	4	6	0	0
<b>TOTALS</b>			<b>2</b>	<b>23</b>	



TAX MAP 36  
BLOCK 15 UNIT 43  
PARCEL ID. NO. 36-02-01233-12  
LANDS N/F  
RADNOR FEE OWNER, LLC  
RB 5885 PG 1614  
259 RADNOR CHESTER ROAD



**LANDCORE Engineering Consultants, P.C.**  
 PROJECT: 2010012  
 DRAWN BY: MP/LAR  
 CHECKED BY: DA/TW  
 CADD # 03\_ECD\_200002  
 PROJECT: BRANDYWINE REALTY TRUST  
 PROPOSED PARKING STRUCTURE  
 RADNOR TOWNSHIP  
 DELAWARE COUNTY, PA  
 TITLE: EXISTING CONDITIONS & DEMOLITION PLAN  
 SCALE: (H) AS NOTED (V)  
 DATE: 2021-02-18  
 SHEET: ECD 3 of 12  
 REV. NO: 3

**DELAWARE COUNTY EROSION & SEDIMENT CONTROL PLAN STANDARD NOTES**

- VEHICLES AND EQUIPMENT MAY NEITHER ENTER DIRECTLY TO NOR EXIT DIRECTLY FROM LOT
- STOOPPILE HEIGHTS MUST NOT EXCEED 36 FEET. STOOPPILE SLOPES MUST BE 2:1 OR FLATTER.
- THE OPERATOR SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED.
- UNTIL THE SITE ACHIEVES FINAL STABILIZATION, THE OPERATOR SHALL ASSURE THAT THE BEST MANAGEMENT PRACTICES ARE IMPLEMENTED, OPERATED, AND MAINTAINED PROPERLY AND COMPLETELY. MAINTENANCE SHALL INCLUDE INSPECTIONS, ALL MAINTENANCE PRACTICE FACILITIES, THE OPERATOR SHALL MAINTAIN AND MAKE AVAILABLE TO LOCAL CONSERVATION DISTRICT COMPLETE, WRITTEN INSPECTION LOGS, AND INSPECTION REPORTS. ALL MAINTENANCE WORK INCLUDING REPAIR, REPLACEMENT, REGRADING, AND STABILIZATION SHALL BE PERFORMED IMMEDIATELY.
- IMMEDIATE UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POISING THE POTENTIAL FOR ACCELERATED EROSION AND SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE MANAGEMENT PRACTICES TO ELIMINATE POTENTIAL FOR ACCELERATED EROSION AND SEDIMENT POLLUTION.
- BEFORE INITIATING ANY REVISIONS TO THE APPROVED EROSION AND SEDIMENT CONTROL PLAN OR REVISIONS TO OTHER PLANS WHICH MAY AFFECT THE EFFECTIVENESS OF THE APPROVED EROSION CONTROL PLAN, THE OPERATOR MUST OBTAIN APPROVAL FROM THE LOCAL CONSERVATION DISTRICT.
- THE OPERATOR SHALL ASSURE THAT AN EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED, APPROVED BY THE LOCAL CONSERVATION DISTRICT, AND IS BEING IMPLEMENTED AND MAINTAINED FOR ALL SOIL AND ROCK SPILL, AND BORROW AREAS, REGARDLESS OF THEIR LOCATIONS.
- ALL PUMPING OF SEDIMENT LAZER WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP, SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER NON-DISTURBED AREAS.
- THE OPERATOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF THE APPENDIX 6A EROSION CONTROL RULES AND REGULATIONS, TITLE 20, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE II, WATER RESOURCES, CHAPTER 10, EROSION CONTROL.
- A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
- THE EROSION CONTROL PLAN MUSTING MUST DISPLAY A PA ONE CALL SYSTEM INCORPORATED SYMBOL INCLUDING THE SITE IDENTIFICATION NUMBER (THIS IS A NUMBERED SYMBOL, NOT A NOTE).
- ONE-IMPED BARRIERS MUST BE PERFORMED TO PREVENT ACCELERATED EROSION AND SEDIMENT POLLUTION FROM EROSION AND SEDIMENT POLLUTION. BARRIERS MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMP'S.
- AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE BMP'S MUST BE STABILIZED IMMEDIATELY.
- AT LEAST 7 DAYS BEFORE STARTING EARTH DISTURBANCE ACTIVITIES, THE OPERATOR SHALL NOTIFY THE LOCAL CONSERVATION DISTRICT, AT LEAST 7 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES. ALL APPROPRIATE MUNICIPAL, STATE, FEDERAL, AND LOCAL AGENCIES, INCLUDING THE LOCAL CONSERVATION DISTRICT, THE EROSION AND SEDIMENT CONTROL PLAN PREPARED, AND THE LOCAL CONSERVATION DISTRICT TO AN OFFICE MEETING. AT LEAST 7 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL APPROPRIATE MUNICIPAL, STATE, FEDERAL, AND LOCAL AGENCIES, INCLUDING THE LOCAL CONSERVATION DISTRICT, THE EROSION AND SEDIMENT CONTROL PLAN PREPARED, AND THE LOCAL CONSERVATION DISTRICT TO AN OFFICE MEETING. AT LEAST 7 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, ALL APPROPRIATE MUNICIPAL, STATE, FEDERAL, AND LOCAL AGENCIES, INCLUDING THE LOCAL CONSERVATION DISTRICT, THE EROSION AND SEDIMENT CONTROL PLAN PREPARED, AND THE LOCAL CONSERVATION DISTRICT TO AN OFFICE MEETING.
- ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE OF CONSTRUCTION. EACH STAGE SHALL BE COMPLETED BEFORE ANY FOLLOWING STAGE IS INITIATED. CLEARING AND GRUBBING SHALL BE LIMITED ONLY TO THOSE AREAS DESCRIBED IN EACH STAGE.
- IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE, THE OPERATOR SHALL STABILIZE ANY AREAS DISTURBED BY THE ACTIVITIES. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT THE SPECIFIED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.
- AN AREA SHALL BE CONSIDERED TO HAVE ACHIEVED FINAL STABILIZATION WHEN IT HAS A MINIMUM UNIFORM 70% PERMANENT VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.

**SEQUENCE OF CONSTRUCTION**

- INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE AS SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN.
- INSTALL INLET FILTER BAGS ON ALL EXISTING DOWNSTREAM INLETS.
- BEGRADATION.
- INITIATE NECESSARY SITE EARTHWORK TO ACHIEVE THE GRADES INDICATED ON THE DRAWINGS. ENSURE MAINTENANCE OF SEDIMENT CONTROL FACILITIES.
- INSTALL UNDERGROUND UTILITIES.
- CONSTRUCT STORM DRAINAGE INLET FILTERS AS STRUCTURES ARE COMPLETED.
- CONSTRUCT FULL-DEPTH PAVEMENT, CURB, ETC. OF PARKING STRUCTURE GROUND LEVEL TO FINISHED GRADES.
- PROVIDE TEMPORARY AND/OR PERMANENT STABILIZATION AS REQUIRED PRIOR TO INITIATION OF STRUCTURE CONSTRUCTION. SUFFICIENT STABILIZATION OF SURROUNDING AREAS AND ADEQUATE STABLE STAGING AND PARKING MUST BE PROVIDED.
- INITIATE PARKING STRUCTURE CONSTRUCTION.
- CONTINUE WITH THE BALANCE OF THE EARTHWORK AND INSTALL CURBING, SIDEWALKS, ETC.
- INSTALL BRICK COURSE FOR REMOVAL OF OIL PAVEMENT AND CONCRETE AREAS.
- INSTALL PERMANENT VEGETATION INCLUDING ALL LANDSCAPING AND GRASSED AREAS.
- UPON COMPLETION OF SITE WORK, INCLUDING GRADING, UTILITIES, LANDSCAPING, CONCRETE WORK, ETC., INSTALL FINAL PAVEMENT WEARING COURSE.
- PERMANENTLY STABILIZE ALL DISTURBED AREAS. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM 70% PERMANENT VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED SURFACE EROSION AND SUBSURFACE CHARACTERISTICS SUFFICIENT TO RESIST SLIDING AND OTHER MOVEMENTS.
- UPON SITE STABILIZATION UNIFORM COVERAGE OR DENSITY OF 70% ACROSS ALL DISTURBED AREAS AND AUTHORIZATION FROM THE DELAWARE COUNTY CONSERVATION DISTRICT, REMOVE ALL REMAINING EROSION AND SEDIMENT POLLUTION CONTROL BMP'S. BMP'S MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF ALL OTHER SITE CONSTRUCTION. BMP'S MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF ALL OTHER SITE CONSTRUCTION.
- UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES, REMOVAL OF ALL TEMPORARY BMP'S AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.

**UTILITY LINE TRENCH EXCAVATION NOTES**

- LIMIT ADVANCED CLEARING AND GRUBBING OPERATIONS TO A DISTANCE EQUAL TO TWO TIMES THE LENGTH OF PIPE INSTALLATION THAT CAN BE COMPLETED IN ONE DAY.
- WORK CREWS AND EQUIPMENT FOR TRENCHING, PLACEMENT OF PIPE, PLUS CONSTRUCTION AND BACKFILLING WILL BE SELF-CONTAINING AND SEPARATE FROM CLEARING AND GRUBBING AND SITE RESTORATION AND STABILIZATION OPERATIONS.
- ALL SOIL EXCAVATED FROM THE TRENCH WILL BE PLACED ON THE UPHILL SIDE OF THE TRENCH.
- INSTALL DAILY TRENCH EXCAVATION TO THE LENGTH OF PIPE PLACEMENT, PLUS INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED THE SAME DAY.
- WATER WHICH ACCUMULATES IN THE OPEN TRENCH WILL BE COMPLETELY REMOVED BY PUMPING BEFORE PIPE PLACEMENT AND / OR BACKFILLING BEGINS. WATER REMOVED FROM THE TRENCH SHALL BE PUMPED THROUGH A FILTRATION DEVICE.
- ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS AND IMMEDIATELY STABILIZED.
- SOILS EXCAVATED FROM EXISTING SURFACE LAYER SHOULD BE STOCKPILED SEPARATELY AND RETURNED AS FINAL SURFACE LAYER FOLLOWING TRENCH BACKFILLING.

**PERMANENT STABILIZATION NOTES:**

- STANDARD FOR SEEDING AND SOIL TREATMENT FOR PERMANENT VEGETATIVE COVER:**
    - SITE PREPARATION:**
      - GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDING PREPARATION, SEEDING, MULCH APPLICATION, ANCHORING AND MAINTENANCE.
      - SUBSOIL SHOULD BE TESTED BY A REPUTABLE LABORATORY FOR THE LIME REQUIREMENT, AND LIMESTONE, IF NEEDED, SHOULD BE APPLIED TO BRING SOIL PH TO 6.5 AND INCORPORATED INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF FOUR (4) INCHES.
      - IF IMMEDIATELY PRIOR TO TOPSOIL DISTRIBUTION, THE SURFACE SHOULD BE SCARIFIED TO PROVIDE A GOOD BOND WITH THE TOPSOIL.
    - APPLYING TOPSOIL:**
      - AREAS WHICH ARE TO BE TOP-SOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 1 TO 2 INCHES (8 TO 12 INCHES ON COMPACTED SOILS) PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE MULCHED AND VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING, I.E. YARDS.
      - TOPSOIL SHOULD BE HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING SOIL STRUCTURE.
      - UNIFORM APPLICATION TO A DEPTH OF FIVE (5) INCHES (UNSETTLED) IS RECOMMENDED. SOILS WITH A PH OF 4.0 OR LESS, OR CONTAINING IRON SULFIDE, SHALL BE COVERED WITH A MINIMUM DEPTH OF TWENTY (20) INCHES OF SOIL, HAVING A PH OF 6.0 OR MORE.
    - SEED BED PREPARATION:**
      - PERFORM ALL CULTURAL OPERATIONS AT RIGHT ANGLES TO THE SLOPE.
      - APPLY 20-20-20 OR EQUIVALENT RATED FERTILIZER AT A RATE OF 500 LBS./ACRE OR 11 LBS./1,000 S.F.
      - APPLY 300 LBS. OF 38-0-0 PER ACRE OR EQUIVALENT OF SLOW RELEASE NITROGEN.
      - APPLY FLYASHED KENTUCKY LIMESTONE AT A RATE OF 4.0 TONS/ACRE OR 184 LBS./1,000 S.F.
      - WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF FOUR (4) INCHES. CONTINUE TILLAGE UNTIL A REASONABLY UNIFORM FIN SEEDBED IS PREPARED.
      - REMOVE FROM THE SURFACE ALL STONES TWO (2) INCHES OR LARGER IN ANY DIMENSION, REMOVE ALL OTHER DEBRIS SUCH AS WIRE, CABLE, TREE ROOTS, PIECES OF CONCRETE, CLODS, LUMPS OR OTHER UNSUITABLE MATERIAL.
      - INSPECT SEEDBED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RE-TILLED AND FIRMED AS ABOVE.
  - GENERAL SEEDING RATES:**

PERENNIAL RYEGRASS	1/2 LB./1,000 S.F.
RED FESCUE	1-1/2 LBS./1,000 S.F.
SPREADING FESCUE	1-1/2 LBS./1,000 S.F.
FERTILIZER (20-10-10)	14 LBS./2,000 S.F.
HAY OR STRAW MULCH	138 LBS./2,000 S.F. (OR 3 TONS/ACRE)
ERKOT 5111 CONSERVATION MIX (ERKMX-114) SEEDING RATES:	
FESTOCC RUBRA, PENNSYLVANIA	
POA PRATENSIS, AENE	
POA PRATENSIS, CACIE	
LOLIUM MULTIFLORUM	
LOLIUM PERENE	
PENNSYLVANIA CREEPING RED FESCUE	
AENE KENTUCKY BLUEGRASS	
CACIE KENTUCKY BLUEGRASS	
ANNUAL RYEGRASS	
TURF TYPE PERENNIAL RYEGRASS	4 LB./2,000 S.F.
FERTILIZER (20-10-10)	14 LBS./2,000 S.F.
HAY OR STRAW MULCH	138 LBS./2,000 S.F. (OR 3 TONS/ACRE)
  - IRRIGATION - (WHERE FEASIBLE):**
    - WATER A MINIMUM OF 1/2" TWICE A DAY UNTIL VEGETATION IS WELL ESTABLISHED, ESPECIALLY WHEN SEEDING IS PERFORMED IN ABNORMALLY DRY OR HOT WEATHER OR ON DROUGHTY SITES.
- STANDARD FOR PERMANENT STABILIZATION WITH SOD:**
  - METHODS AND MATERIALS:**
    - CUT-TILLED SOD IS PREFERRED OVER NATIVE OR PASTURE SOD. SPECIFY "CERTIFIED SOD" OR OTHER HIGH-QUALITY CULTIVATED SOD.
    - SOD SHOULD BE FREE OF WEEDS AND UNDESIRABLE COMBS, WEEDY GRASSES.
    - SOD SHOULD BE OF UNIFORM THICKNESS, APPROXIMATELY 5/8" INCH, PLUS OR MINUS 1/4" INCH, AT THE TIME OF CUTTING (INCLUDES TOP GROWTH).
    - SOD SHOULD BE VIGOROUS AND DENSE AND BE ABLE TO WITH STAND OWN SHAPE AND WEIGHT WHEN SUSPENDED VERTICALLY WITH A FIRM GRASP FROM THE UPPER 10% OF THE STRIP. BROKEN PODS OR TONS AND UNIFORM ENDS WILL NOT BE ACCEPTABLE.
    - FOR DROUGHTY SITES, A SOD OF KENTUCKY 31 TALL FESCUE AND RYEGRASS IS PREFERRED OVER A STRAIGHT BLUEGRASS SOD.
    - ONLY MOIST, FRESH, UNHEATED SOD SHOULD BE USED. SOD SHOULD BE HARVESTED, DELIVERED AND INSTALLED WITHIN A PERIOD OF 36 HOURS, OTHERWISE IT SHALL BE REJECTED.
  - SITE PREPARATION:**
    - SEE STANDARD FOR LAND GRADING.
    - SEE SPECIFICATION FOR SEEDING AND SOIL TREATMENT FOR PERMANENT VEGETATIVE COVER.
  - SOD PLACEMENT:**
    - SOD STRIPS SHOULD BE LAID ON THE CONTOUR, NEITHER UP AND DOWN THE SLOPE, STARTING AT THE BOTTOM OF THE SLOPE AND WORKING UP. ON STEEP SLOPES, THE USE OF LADDERS WILL FACILITATE THE SOD STRIPS AND PREVENT DAMAGE TO THE SOD. DURING PERIODS OF HOT TEMPERATURE, LIGHTLY BRIGATE THE SOIL IMMEDIATELY PRIOR TO APPLYING THE SOD.
    - PLACE SOD STRIPS WITH SLOTTED JOINTS THAT ARE STAGGERED. OPEN SPACES WILL RESULT IN EROSION AND SEDIMENTATION.
    - ROLL OR TAMP SOD IMMEDIATELY FOLLOWING PLACEMENT TO ENSURE SOLID CONTACT OF ROOT MAT AND SOIL SURFACE. DO NOT OVERLAP SOD. ALL JOINTS SHOULD BE BUTTED TIGHTLY IN ORDER TO PREVENT WIND, WHICH WOULD CAUSE DRYING.
    - ON SLOPES GREATER THAN 3:1, SECURE SOD TO SURFACE SOIL WITH WOOD PEGS, WIRE STAPLES, OR SPIKE SHIMMERS (TO 10 INCHES) INTO THE SOIL.
    - SURFACE WATER CANNOT ALWAYS BE DIVERTED FROM FLOWING OVER THE FACE OF THE SLOPE, BUT A CARPING STRIP OF HEAVY GAUGE OR PLASTIC NETTING, PROPERLY SECURED, ALONG THE CROWN OF THE SLOPE AND EXTENDING FROM ANCHOR SOIL TO WATER-CARRYING CHANNELS AND OTHER CRITICAL AREAS, WHICH PROTECTS FROM EXCAVATION AND FILLING OPERATIONS.
    - THE SAME TECHNIQUE CAN BE USED TO ANCHOR SOD IN WATER-CARRYING CHANNELS AND OTHER CRITICAL AREAS. WHEN USED TO ANCHOR NETTING IN CHANNEL WORK, THE NETTING SHALL BE PENETRATED THE SOIL TO A DEPTH OF 4 INCHES. MAINTAIN OPTIMUM MOISTURE FOR AT LEAST TWO (2) WEEKS.
  - TOPDRESSING:**
    - IF SLOW RELEASE NITROGEN (300 LBS. OF 38-0-0 PER ACRE OR EQUIVALENT) IS USED IN ADDITION TO SUGGESTED FERTILIZER, THE FOLLOW-UP TOPDRESSING IS NOT NECESSARY.
    - SPRINK INSTALLATION OF 1 INCH WILL REQUIRE AN APPLICATION OF FERTILIZER SUCH AS 10-20-10 OR EQUIVALENT AT 400 LBS./ACRE OR 30 LBS./2,000 S.F. BETWEEN MARCH 15 AND MAY 1.
    - FALL INSTALLATION OF SOD WILL REQUIRE THE ABOVE BETWEEN SEPTEMBER 1 AND OCTOBER 15.

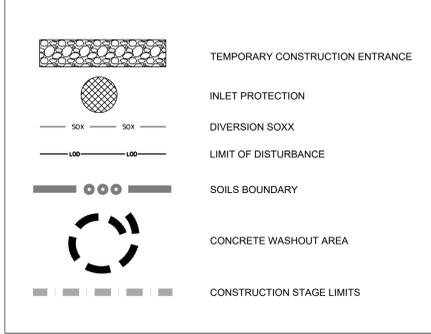
**TEMPORARY STABILIZATION NOTES:**

- SURFACE STABILIZATION CRITERIA:**
  - ALL DISTURBED AREAS INCLUDING SOIL STOCKPILES ARE SUBJECT TO EROSION AND SHALL BE STABILIZED EITHER TEMPORARILY OR PERMANENTLY. DURING NON-GERMINATING PERIODS, MULCH MUST BE APPLIED AT RECOMMENDED RATES. CRUSHED LIMESTONE PAVEMENT SUB-GRADE IS CONSIDERED ADEQUATE STABILIZATION. ALL DISTURBED ZONES AND VEGETATED REGIONS SHALL BE STABILIZED, PREFERABLY WITH A PERMANENT TREATMENT AS FOLLOWS:
  - STANDARD FOR PERMANENT STABILIZATION WITH SOD:**
    - PERFORM ALL CULTURAL OPERATIONS AT RIGHT ANGLES TO THE SLOPE.
    - APPLY 20-20-20 OR EQUIVALENT RATED FERTILIZER AT A RATE OF 500 LBS./ACRE OR 11 LBS./1,000 S.F.
    - APPLY 300 LBS. OF 38-0-0 PER ACRE OR EQUIVALENT OF SLOW RELEASE NITROGEN.
    - APPLY FLYASHED KENTUCKY LIMESTONE AT A RATE OF 4.0 TONS/ACRE OR 184 LBS./1,000 S.F.
    - WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF FOUR (4) INCHES. CONTINUE TILLAGE UNTIL A REASONABLY UNIFORM FIN SEEDBED IS PREPARED.
    - REMOVE FROM THE SURFACE ALL STONES TWO (2) INCHES OR LARGER IN ANY DIMENSION, REMOVE ALL OTHER DEBRIS SUCH AS WIRE, CABLE, TREE ROOTS, PIECES OF CONCRETE, CLODS, LUMPS OR OTHER UNSUITABLE MATERIAL.
    - INSPECT SEEDBED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RE-TILLED AND FIRMED AS ABOVE.
  - GENERAL SEEDING RATES:**

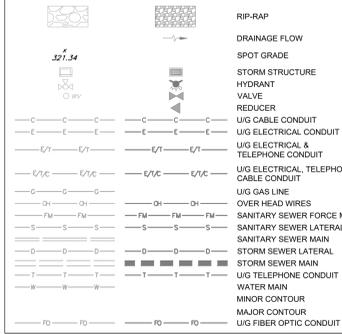
PERENNIAL RYEGRASS	1/2 LB./1,000 S.F.
RED FESCUE	1-1/2 LBS./1,000 S.F.
SPREADING FESCUE	1-1/2 LBS./1,000 S.F.
FERTILIZER (20-10-10)	14 LBS./2,000 S.F.
HAY OR STRAW MULCH	138 LBS./2,000 S.F. (OR 3 TONS/ACRE)
ERKOT 5111 CONSERVATION MIX (ERKMX-114) SEEDING RATES:	
FESTOCC RUBRA, PENNSYLVANIA	
POA PRATENSIS, AENE	
POA PRATENSIS, CACIE	
LOLIUM MULTIFLORUM	
LOLIUM PERENE	
PENNSYLVANIA CREEPING RED FESCUE	
AENE KENTUCKY BLUEGRASS	
CACIE KENTUCKY BLUEGRASS	
ANNUAL RYEGRASS	
TURF TYPE PERENNIAL RYEGRASS	4 LB./2,000 S.F.
FERTILIZER (20-10-10)	14 LBS./2,000 S.F.
HAY OR STRAW MULCH	138 LBS./2,000 S.F. (OR 3 TONS/ACRE)
  - IRRIGATION - (WHERE FEASIBLE):**
    - WATER A MINIMUM OF 1/2" TWICE A DAY UNTIL VEGETATION IS WELL ESTABLISHED, ESPECIALLY WHEN SEEDING IS PERFORMED IN ABNORMALLY DRY OR HOT WEATHER OR ON DROUGHTY SITES.
- STANDARD FOR PERMANENT STABILIZATION WITH MULCH:**
  - PERFORM ALL CULTURAL OPERATIONS AT RIGHT ANGLES TO THE SLOPE.
  - STRAW AND HAY MULCH SHOULD BE ANCHORED IMMEDIATELY AFTER APPLICATION TO PREVENT WIND BLOWING.
  - GRADE AS NEEDED AND FEASIBLE. SEE STANDARD FOR LAND GRADING.
  - PROTECTIVE MATERIALS TO BE USED.
  - NON-ROTTED SMALL-GRAIN STRAW OR HAY AT 3.0 TONS/ACRE, SPREAD UNIFORMLY AT 140 LBS./1,000 S.F. AND ANCHORED WITH LIQUID MULCH BINDER, OR BY A HYDRO-SEEDER OR HYDRO-MULCHER, (USE IS LIMITED TO FLATTER SLOPES DURING OPTIMUM SEEDING PERIODS IN SPRING AND FALL).
  - LIQUID MULCH BINDERS: APPLY IMMEDIATELY AFTER PLACEMENT OF HAY OR STRAW MULCH TO MINIMIZE LOSS BY WIND OR WATER. IF EMULSIFIED ASPHALT (CONTAINING NO SOLVENTS OR OTHER DILUING AGENTS TOXIC TO PLANT OR ANIMAL LIFE), APPLY AT A RATE OF 35 GAL./1,000 S.F.
- STANDARD FOR LAND GRADING:**
  - DEFINITION:** RESHAPING THE GROUND SURFACE BY GRADING TO PLANNED GRADES WHICH ARE DETERMINED BY TOPOGRAPHIC SURVEY AND LAYOUT.
  - PROVISIONS SHALL BE MADE TO SAFELY CONVEY SURFACE WATER TO STORM DRAINS OR SUITABLE WATER COURSES AND TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
  - ADJOINING PROPERTIES SHALL BE PROTECTED FROM EXCAVATION AND FILLING OPERATIONS.
  - TIMBER, LOGS, BRUSH, RUBBISH, ROCKS, STUMPS AND VEGETATIVE MATTER WHICH WILL INTERFERE WITH THE GRADING OPERATOR OR IMPACT THE PLANNED STABILITY OF FILL AREAS SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH APPROVED DISPOSAL METHODS.
  - FILL MATERIAL IS TO BE FREE OF BRUSH, RUBBISH, TIMBER, LOGS, VEGETATIVE MATTER AND STUMPS IN AMOUNTS THAT WILL BE DETRIMENTAL TO CONSTRUCTING STABLE FILLS.
  - ALL FILLS SHALL BE COMPACTED SUFFICIENTLY FOR THEIR INTENDED PURPOSE AND AS REQUIRED TO PREVENT SLIPPING, EROSION OR EXCESS SATURATION. REFER TO GEOLOGICAL REQUIREMENTS OF THE PROJECT SITE FOR SPECIFIC STANDARDS FOR FILL PLACEMENT AND COMPACTON.
  - ALL DISTURBED AREAS SHALL BE LEFT WITH A CLEAN AND FINISHED APPEARANCE AND SHALL BE PROTECTED FROM EROSION USING APPROVED EROSION AND SEDIMENT POLLUTION CONTROL BMP'S.

THIS PLAN IS TO BE UTILIZED FOR EROSION AND SEDIMENT CONTROL PURPOSES ONLY

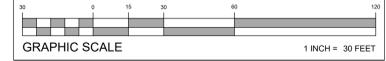
**EROSION & SEDIMENT CONTROL LEGEND**



**GRADING-UTILITY LEGEND**



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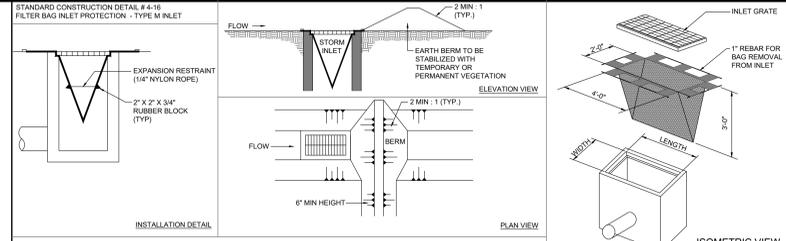
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MAXIMUM DRAINAGE AREA = 1/2 ACRE.

INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.

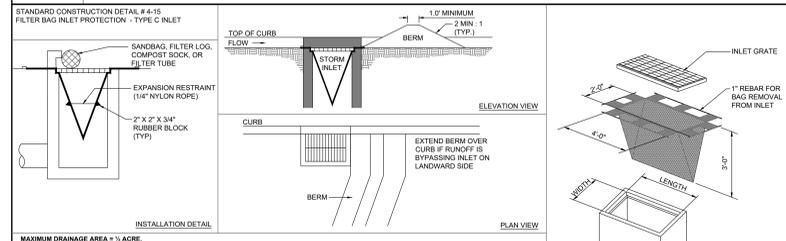
ROLLED EARTHEN BERM IN ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM ON ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. EARTHEN BERM IN CHANNELS SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETELY PERMANENT.

AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS. A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.

INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE OF ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.

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

**A6 FILTER BAG INLET PROTECTION - TYPE M INLET**



MAXIMUM DRAINAGE AREA = 1/2 ACRE.

INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.

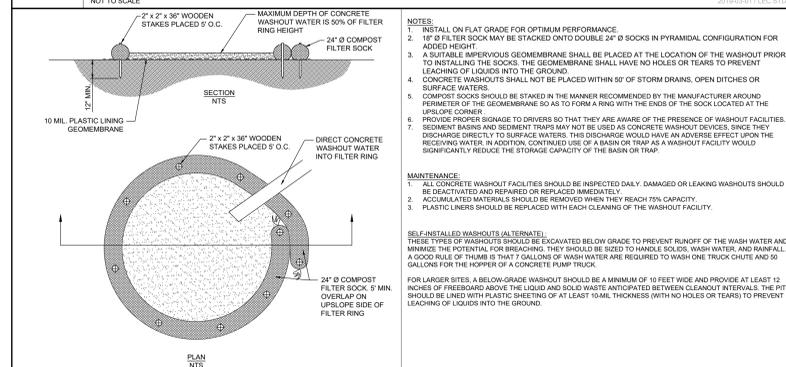
ROLLED EARTHEN BERM IN ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS STONED. ROAD SUBBASE BERM SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. SIX INCH MINIMUM HEIGHT ASPHALT BERM SHALL BE MAINTAINED UNTIL ROADWAY SURFACE RECEIVES FINAL COAT.

AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS. A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.

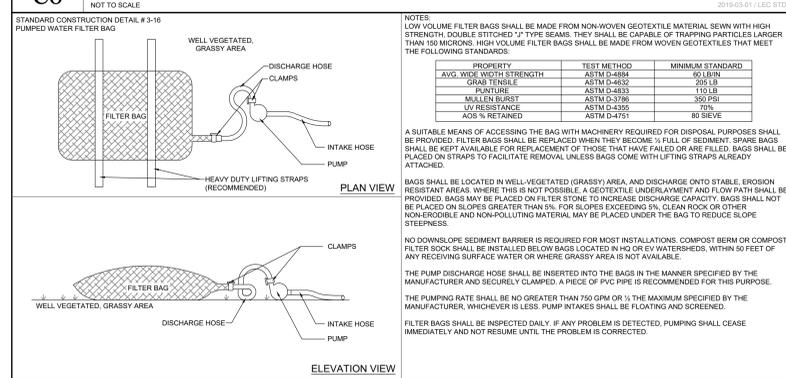
INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE OF ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.

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

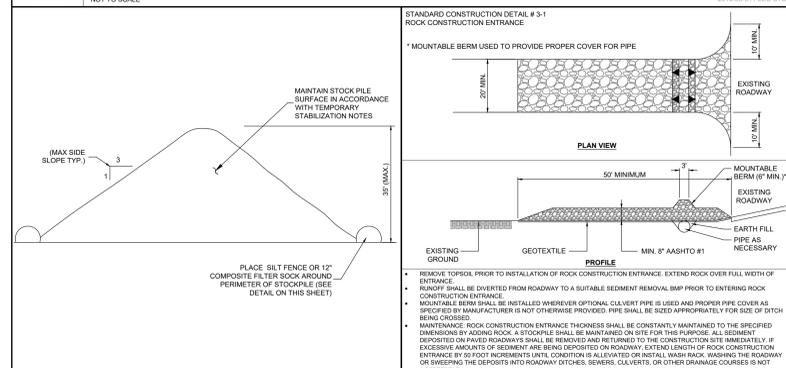
**B6 FILTER BAG INLET PROTECTION - TYPE C INLET**



**C6 TYPICAL COMPOST SOCK CONCRETE WASHOUT INSTALLATION**



**D6 PUMPED WATER FILTER BAG**



**C5 TEMPORARY STOCKPILE**



**D5 ROCK CONSTRUCTION ENTRANCE**

PROJECT: 210002  
 DRAWN BY: MP LARDI  
 CHECKED BY: DA TWEEDE  
 DATE: 08 DEC 2020

REVISIONS:

NO.	DATE	DESCRIPTION
1	2021-02-08	REVISION PER TOWNSHIP COMMENTS
2	2021-02-07	REVISION PER TOWNSHIP COMMENTS
3	2021-02-07	REVISION PER TOWNSHIP COMMENTS

PROFESSIONAL ENGINEER  
 D. ALEXANDER TWEEDE  
 PENNSYLVANIA LICENSE NO. 19773

NOT FOR CONSTRUCTION

DATE: 08 DEC 2020

**LANDCORE**  
 Engineering Consultants, P.C.  
 PHONE: 215-486-8010 | FAX: 215-486-8040  
 PHILADELPHIA, PENNSYLVANIA 19104-3835

PROJECT: 210002  
 DRAWN BY: MP LARDI  
 CHECKED BY: DA TWEEDE  
 DATE: 08 DEC 2020

PROJECT: BRANDYWINE REALTY TRUST  
 PROPOSED PARKING STRUCTURE  
 RAINOR TOWNSHIP ROAD  
 RAINOR TOWNSHIP  
 DELAWARE COUNTY, PA

TITLE: EROSION & SEDIMENT CONTROL DETAILS

SCALE: (H) AS NOTED  
 (V)

DATE: 2021-02-18

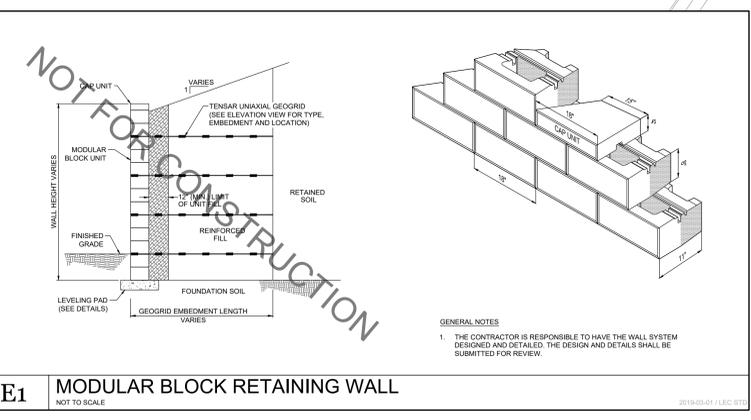
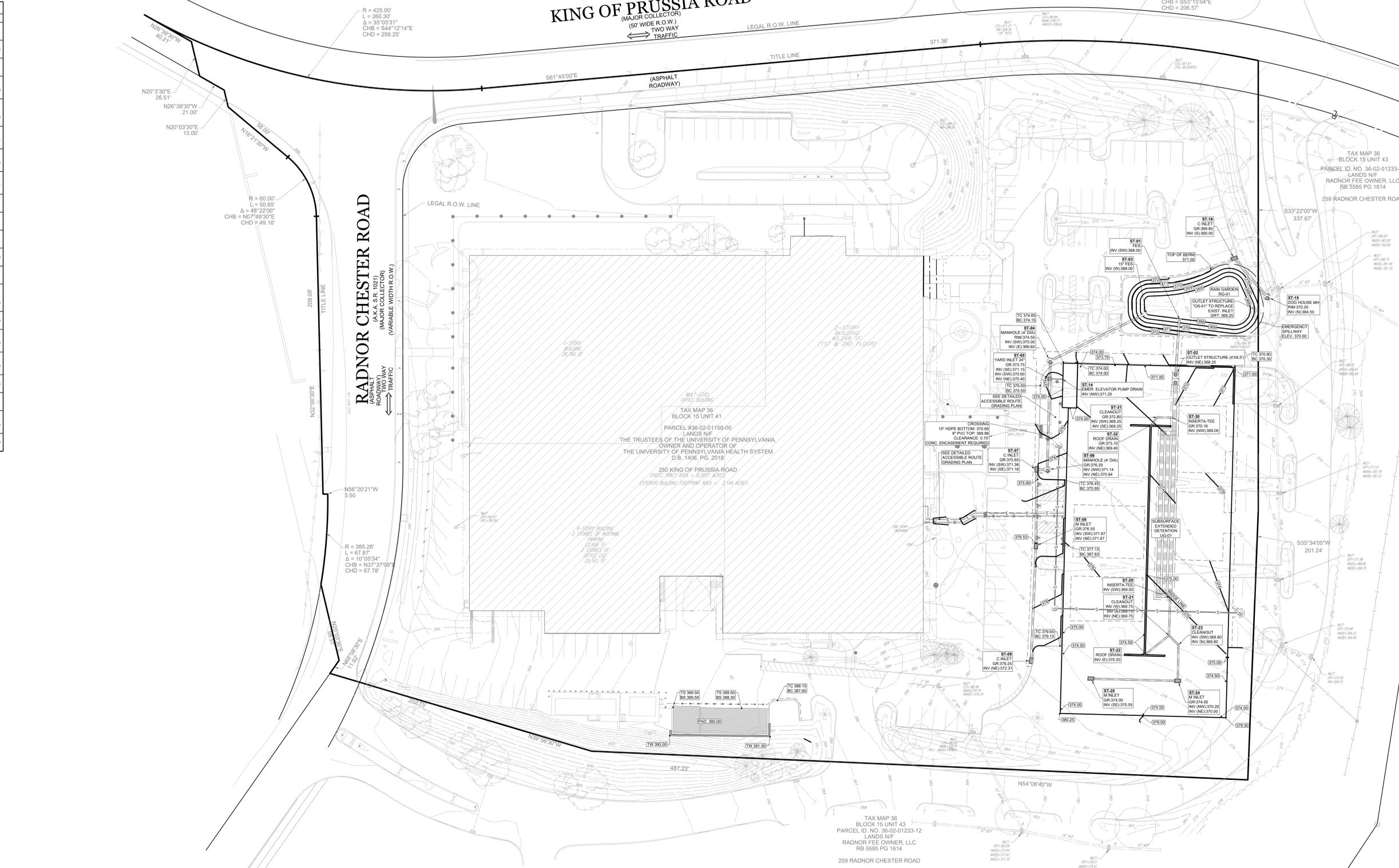
SHEET: DE 5 of 12

REV. NO: 3

C:\WORKSPACE\LANDCORE\PROJECTS\210002\210002.dwg  
 01/28/2021 10:46:00 AM  
 MICHAEL W. REZAKI

ID	TYPE	STRUCTURE INFO
ST-01	FES	RIMGRT: 370.00 INV IN (ST-02/15'): 368.00 SUMP: 367.88
ST-02	OUTLET STRUCTURE (4X8.5)	RIMGRT: 372.00 INV IN (ST-04/15'): 368.25 SUMP: 368.12
ST-03	15" FES	RIMGRT: 371.00 INV IN (ST-04/15'): 368.00 SUMP: 367.88
ST-04	MANHOLE (4" DIA)	RIMGRT: 374.00 INV IN (ST-05/15'): 370.00 INV OUT (ST-05/15'): 369.00 SUMP: 368.48
ST-05	YARD INLET 24"	RIMGRT: 373.75 INV IN (ST-14/15'): 371.15 INV IN (ST-06/15'): 370.50 INV OUT (ST-04/15'): 370.40 SUMP: 370.28
ST-06	MANHOLE (4" DIA)	RIMGRT: 376.20 INV IN (ST-07/15'): 371.14 INV OUT (ST-06/15'): 370.94 SUMP: 370.82
ST-07	C INLET	RIMGRT: 376.00 INV IN (ST-08/15'): 371.38 INV OUT (ST-06/15'): 371.18 SUMP: 371.06
ST-08	M INLET	RIMGRT: 376.55 INV IN (ST-07/15'): 371.87 INV OUT (ST-07/15'): 371.67 SUMP: 371.55
ST-09	C INLET	RIMGRT: 376.20 INV OUT (ST-08/15'): 372.31 SUMP: 371.83
ST-14	EMER. ELEVATOR PUMP DRAIN	RIMGRT: 374.00 INV IN (ST-05/15'): 371.25 SUMP: 370.50
ST-15	DOG HOUSE MH	RIMGRT: 370.20 INV IN (ST-16/15'): 364.50 SUMP: 364.30
ST-16	C INLET	RIMGRT: 369.50 INV OUT (ST-15/15'): 365.00 SUMP: 364.81
ST-20	INSERTA-TEE	RIMGRT: 370.16 INV IN (ST-21/12'): 369.00
ST-21	CLEANOUT	RIMGRT: 374.65 INV IN (ST-22/12'): 369.75 INV IN (ST-23/12'): 369.75 INV OUT (ST-20/12'): 369.75 SUMP: 369.25
ST-22	ROOF DRAIN	RIMGRT: 374.50 INV OUT (ST-21/12'): 370.20 SUMP: 369.70
ST-23	CLEANOUT	RIMGRT: 374.60 INV IN (ST-24/12'): 369.80 INV OUT (ST-21/12'): 369.80 SUMP: 369.30
ST-24	M INLET	RIMGRT: 374.00 INV IN (ST-24/12'): 370.20 INV OUT (ST-23/12'): 370.00 SUMP: 369.50
ST-25	M INLET	RIMGRT: 374.00 INV OUT (ST-24/12'): 370.55 SUMP: 369.00
ST-30	INSERTA-TEE	RIMGRT: 370.16 INV IN (ST-31/12'): 369.00
ST-31	CLEANOUT	RIMGRT: 372.90 INV IN (ST-32/12'): 369.25 INV OUT (ST-30/12'): 369.25 SUMP: 369.15
ST-32	ROOF DRAIN	RIMGRT: 373.10 INV OUT (ST-31/12'): 369.40 SUMP: 369.30

PIPE RUN	SIZE	LENGTH (FEET)	SLOPE (FT/FT)
ST-02 - ST-01	15" HDPE	43	0.0059
ST-03 - ST-04	15" HDPE	80	0.0001
ST-04 - ST-05	15" HDPE	14	0.0299
ST-05 - ST-06	15" HDPE	69	0.0050
ST-06 - ST-07	15" HDPE	8	0.0050
ST-07 - ST-08	15" HDPE	58	0.0051
ST-08 - ST-09	15" HDPE	67	0.0051
ST-14 - ST-05	6" HDPE	10	0.0100
ST-16 - ST-15	15" RCP	38	0.0132
ST-21 - ST-20	12" HDPE	29	0.0098
ST-22 - ST-21	12" HDPE	22	0.0098
ST-23 - ST-21	12" HDPE	10	0.0050
ST-24 - ST-23	12" HDPE	27	0.0074
ST-25 - ST-24	12" HDPE	65	0.0054
ST-31 - ST-30	12" HDPE	12	0.0218
ST-32 - ST-31	12" HDPE	8	0.0212



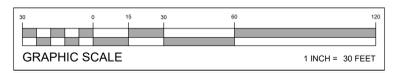
**EXPECTED PROJECT TIME**  
12 MONTH DURATION, START IMMEDIATELY FALL 2021 TO FALL 2022

**GRADING & DRAINAGE NOTES**

1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES THAT MAY AFFECT THE PUBLIC SAFETY OR PROJECT COSTS. PROCEEDING WITH CONSTRUCTION WITHOUT NOTIFICATION IS DONE SO AT THE CONTRACTOR'S OWN RISK. CONTRACTOR TO ENSURE THE FOLLOWING MINIMUM GRADING STANDARDS TO ENSURE PROPER DRAINAGE AND PREVENTION OF POONDING.
- 1.1. 0.7% MINIMUM SLOPE AGAINST ALL ISLANDS, CUTTERS, AND CURBS RECEIVING DRAINAGE
- 1.2. 1.0% ON ALL CONCRETE AND ASPHALT AND 2% MINIMUM ON ALL PAVED SURFACES
2. SPOT GRADE ELEVATIONS (GR) INDICATED ON THE PLANS SIGNIFY FINISHED GRADE ELEVATION. TOP OF CURB (TC) ELEVATION ARE GENERALLY 0.4' ABOVE ASPHALT AT FACE OF CURB (BC) UNLESS NOTED OTHERWISE. SPOT ELEVATIONS SHOWN AT DRAINAGE STRUCTURES REPRESENT THE TOP OF UNIT ELEVATION AT THE CENTER OF THE STRUCTURE.
3. THE TOPS OF EXISTING MANHOLES, INLET STRUCTURES AND SANITARY CLEANOUT TOPS SHALL BE ADJUSTED, IF REQUIRED TO MATCH PROPOSED GRADES IN ACCORDANCE WITH ALL APPLICABLE STANDARDS. GRADE ADJUSTMENTS SHALL BE MADE PRIOR TO THE INSTALLATION OF PAVEMENT WEARING COURSE OR PLACEMENT OF TOPSOIL IN UNPAVED AREAS.
4. ALL STORMWATER PIPING INSTALLED WITHIN THE REINFORCING ZONE OF THE PROPOSED RETAINING WALLS MUST BE INSTALLED WITH A WATERTIGHT SEAL.
5. HIGH DENSITY POLYETHYLENE (HDPE) PIPES SHALL BE 1/2" DUAL WALL SMOOTH LINED OR EQUIVALENT IN ACCORDANCE WITH ASTM STANDARDS, UNLESS OTHERWISE SPECIFIED.
6. REINFORCED CONCRETE PIPES (RCP) SHALL BE CLASS III, UNLESS OTHERWISE SPECIFIED.
7. WITH GEOTECH REPORT, SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, AND CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING WITH SUITABLE MATERIALS AS INDICATED IN THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT.

**GRADING and DRAINAGE PLAN LEGEND**

MAJOR CONTOUR	---
MINOR CONTOUR	----
STORM SEWER MAIN	---
PROP. MAJOR CONTOUR	---
PROP. MINOR CONTOUR	----
PROP. STORM SEWER MAIN	---
PROP. ELECTRIC SERVICE	---
OVERHEAD WIRES	---
SANITARY MAIN	---
PROP. SANITARY MAIN	---
SAWTOOTH LIMITS	---
PROPERTY LINE (PCL)	---
PROPERTY LINE (ROW)	---
TREELINE	---



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PHILADELPHIA, PENNSYLVANIA 19104-4835  
LANDCORECONSULTING.COM

PROJECT: 2020032  
DRAWN BY: MP/LARI  
CHECKED BY: DA/TWEEDE  
DATE: 06/02/2020

PROJECT: BRANDYWINE REALTY TRUST  
PROPOSED PARKING STRUCTURE  
RADNOR TOWNSHIP  
DELAWARE COUNTY, PA

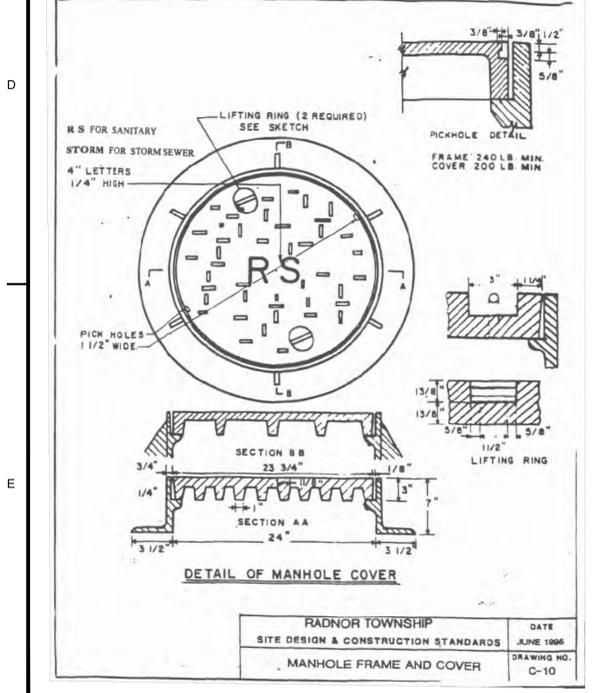
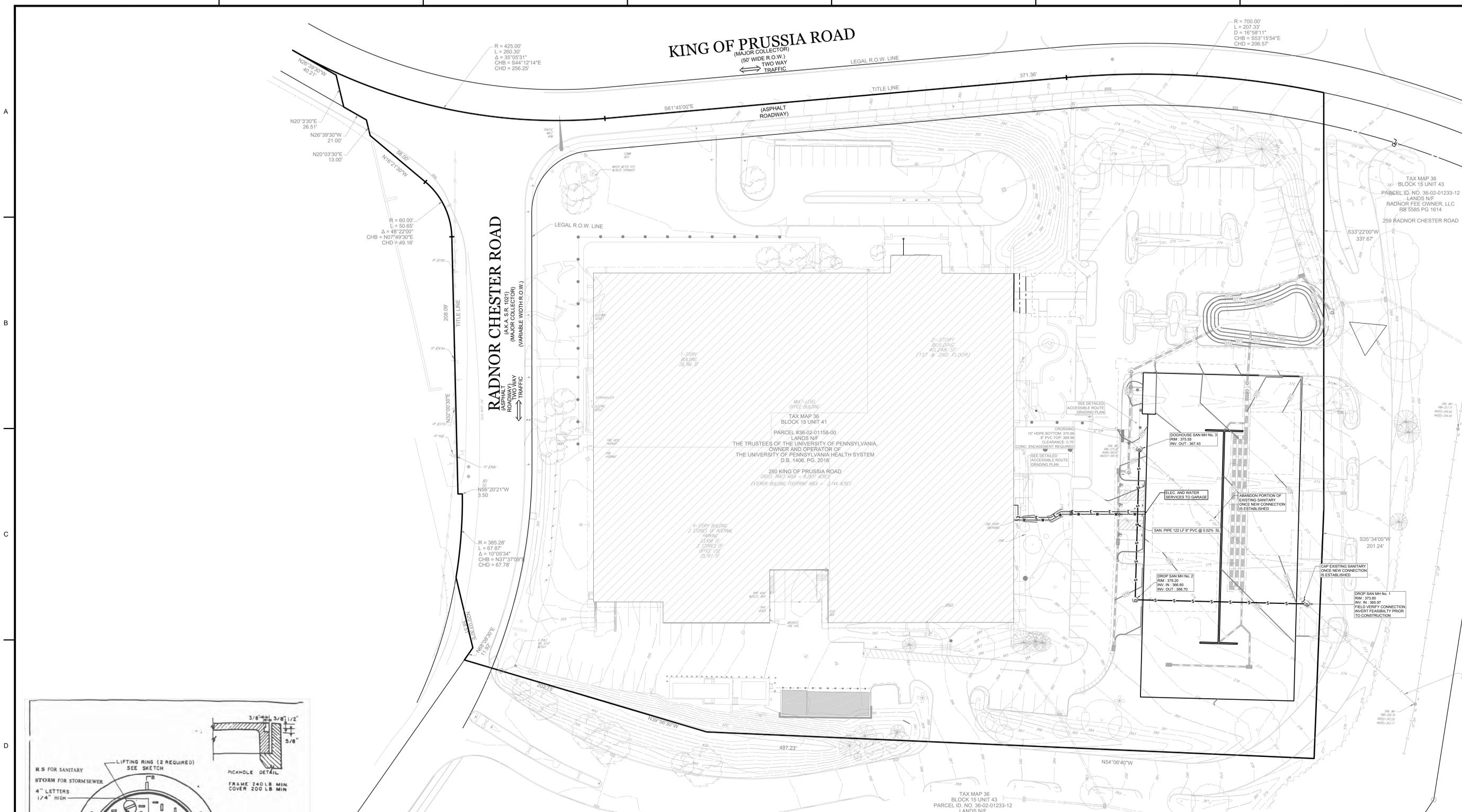
TITLE: GRADING & DRAINAGE PLAN

SCALE: (H) AS NOTED  
(V) 1" = 30'

DATE: 2021-02-18

SHEET: 6 of 12  
REV: No

3

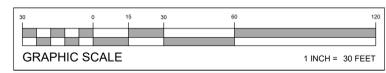


**UTILITY NOTES**

- LOCATIONS OF ALL EXISTING AND PROPOSED UTILITY LINES ARE APPROXIMATE. CONTRACTOR IS TO CONFIRM LOCATIONS, SIZES, MATERIALS, AND CONNECTION POINTS INDEPENDENTLY IN ACCORDANCE WITH ARCHITECTURAL DRAWINGS AND WITH THE APPLICABLE UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.
- ALL UTILITIES AND SERVICES WITHIN THE LIMITS OF DISTURBANCE SHALL BE VERTICALLY AND HORIZONTALLY LOCATED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION. ALL ACTIVE UTILITY AND/OR SERVICE SYSTEMS THAT ARE TO BE REMOVED OR RELOCATED SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPLICABLE UTILITY COMPANY REGARDING THE REMOVAL OR RELOCATION OF SUCH. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN ALL ACTIVE SYSTEMS THAT ARE NOT BEING REMOVED/RELOCATED DURING SITE CONSTRUCTION ACTIVITY.
- CONSTRUCTION SHALL COMMENCE BEGINNING AT THE LOWEST INVERT (POINT OF CONNECTION) AND PROGRESS UP GRADIENT. PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL USE AND COMPLY WITH THE REQUIREMENTS OF THE NATIONAL UTILITY NOTIFICATION SYSTEM (N11) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER REQUIREMENTS AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING ANY REMOVAL, DISCONNECTION, ABANDONMENT, OR RELOCATIONS OF ANY UTILITY IDENTIFIED OR REQUIRED FOR PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN REMOVED, TERMINATED, DISCONNECTED, RELOCATED AND/OR ABANDONED IN ACCORDANCE WITH JURISDICTIONAL AND/OR UTILITY COMPANY REQUIREMENTS.
- ALL NEW UTILITIES/SERVICES, INCLUDING ELECTRIC, TELEPHONE, CABLE TV, ETC. ARE TO BE INSTALLED UNDERGROUND IN ACCORDANCE WITH THE UTILITY SERVICE PROVIDER INSTALLATION SPECIFICATIONS AND STANDARDS.
- ELECTRIC, CABLE & TELEPHONE LOCATIONS PROVIDED ON THESE PLANS ARE APPROXIMATE AND SHOWN FOR SCHEMATIC PURPOSES ONLY. ACTUAL LOCATIONS ARE TO BE DESIGNED AND SUBMITTED BY LOCAL UTILITY SERVICE COMPANIES UPON CONTRACTOR FILING THE REQUIRED SERVICE CONNECTION APPLICATION FOR THE PROJECT.
- THE TOPS OF EXISTING MANHOLES AND UTILITY STRUCTURES SHALL BE ADJUSTED, IF REQUIRED, TO MATCH PROPOSED GRADES IN ACCORDANCE WITH ALL APPLICABLE STANDARDS.
- ALL FILL, COMPACTION, AND BACKFILL MATERIALS REQUIRED FOR UTILITY INSTALLATION SHALL BE IN ACCORDANCE WITH THE APPLICABLE UTILITY MUNICIPAL OR STATE REGULATIONS UNLESS A GEOTECHNICAL REPORT FOR THE PROJECT SITE HAS BEEN PREPARED AND PROVIDES GUIDANCE FOR THESE ITEMS. IN SUCH CASES, THE MORE STRINGENT REQUIREMENTS SHALL BE IMPLEMENTED. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ANY IMPORT SOILS ARE CERTIFIED "CLEAN FILL" AS DEFINED BY THE APPLICABLE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- ALL MANHOLE OR CLEANOUT COVERS SHALL BE STAMPED WITH THE APPROPRIATE UTILITY CALLOUT WHICH MAY INCLUDE BUT IS NOT LIMITED TO "SANITARY," "STORM," "WATER," "ELECTRIC," "GAS" OR "TELE" PRIOR TO FABRICATING. THE CONTRACTOR MUST COORDINATE WITH THE APPROPRIATE UTILITY OWNER TO DETERMINE THE EXACT NOMBECATURE THAT SHOULD BE STAMPED ON THE RESPECTIVE COVER.

**UTILITY PLAN LEGEND**

—E—E—E—	PROP. ELECTRIC SERVICE
—O—O—O—	OVERHEAD WIRES
—S—S—S—	SANITARY MAIN
—SS—SS—SS—	PROP. SANITARY MAIN
—M—M—M—	MAJOR CONTOUR
—m—m—m—	MINOR CONTOUR
—S—S—S—	PROP. MAJOR CONTOUR
—m—m—m—	PROP. MINOR CONTOUR
—S—S—S—	PROP. STORM SEWER MAIN
—S—S—S—	SAWTOOTH LIMITS
—P—P—P—	PROPERTY LINE (PQ)
—R—R—R—	PROPERTY LINE (RW)
—T—T—T—	TREELINE



PROJECT: BRANDYWINE REALTY TRUST PROPOSED PARKING STRUCTURE RADNOR CHESTER ROAD RADNOR TOWNSHIP DELAWARE COUNTY, PA	TITLE: UTILITY PLAN
SCALE: (H) AS NOTED (V) 1" = 30'	DATE: 2021-02-18
SHEET: UP 7 of 12	REV. No: 3

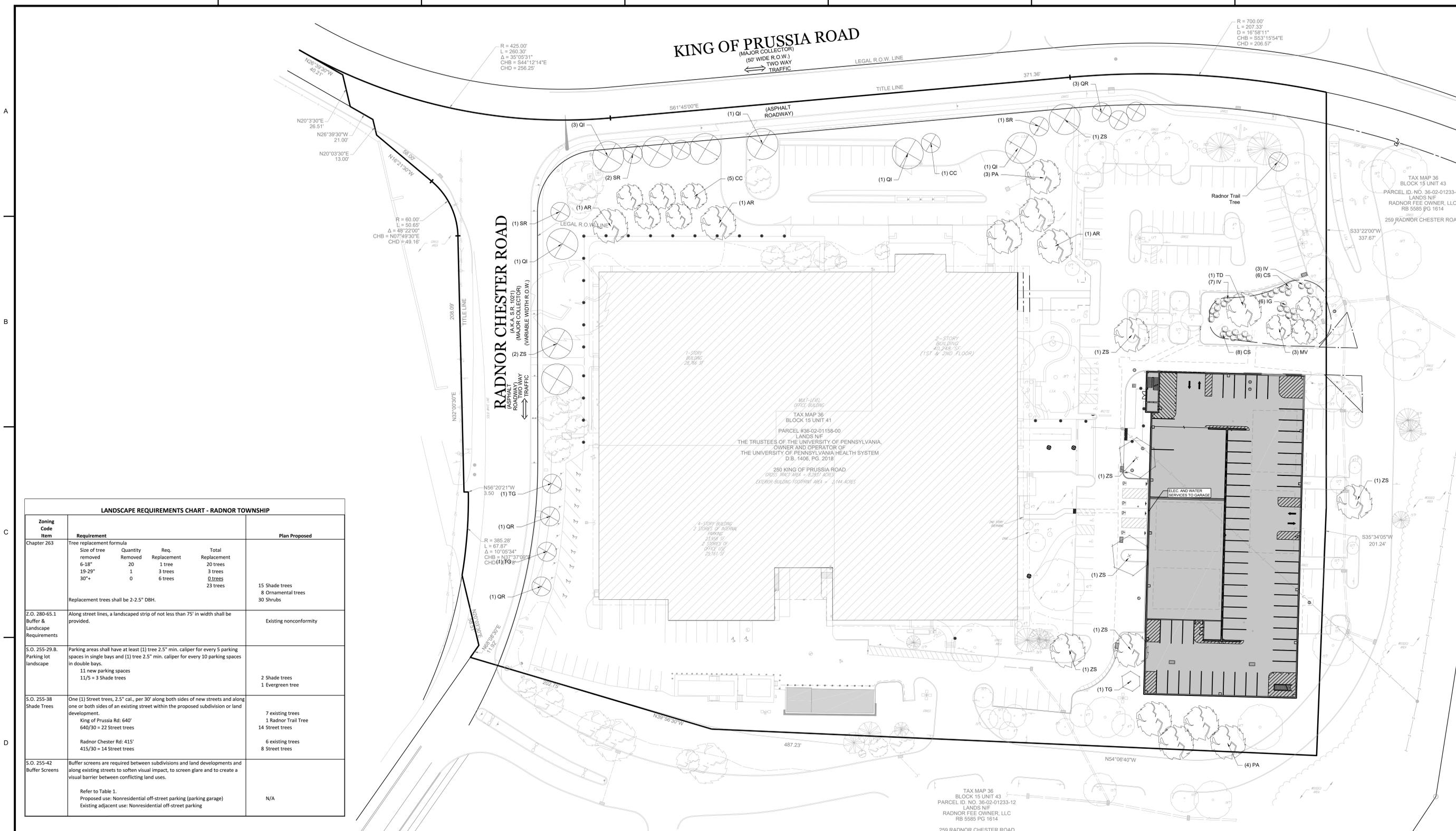
TICKET #: 20203382043

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 PHILADELPHIA, PENNSYLVANIA 19101-6835  
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D. ALEXANDER TWEEDE  
 PROFESSIONAL ENGINEER  
 PENNSYLVANIA LICENSE NO. 071975  
 NOT FOR CONSTRUCTION

REVISIONS:

NO.	DATE	BY	COMMENTS
1	2021-02-18	DA/TW	ISSUED FOR PERMITS
2	2021-02-18	DA/TW	REVISED PER TOWNSHIP COMMENTS
3	2021-02-18	DA/TW	REVISED PER TOWNSHIP COMMENTS



### LANDSCAPE REQUIREMENTS CHART - RADNOR TOWNSHIP

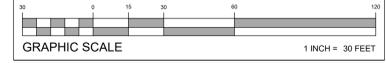
Zoning Code	Item	Requirement	Plan Proposed																
Chapter 263	Tree replacement formula	<table border="1"> <thead> <tr> <th>Size of tree removed</th> <th>Quantity Removed</th> <th>Req. Replacement</th> <th>Total Replacement</th> </tr> </thead> <tbody> <tr> <td>6-18"</td> <td>20</td> <td>1 tree</td> <td>20 trees</td> </tr> <tr> <td>19-29"</td> <td>1</td> <td>3 trees</td> <td>3 trees</td> </tr> <tr> <td>30"+</td> <td>0</td> <td>6 trees</td> <td>0 trees</td> </tr> </tbody> </table> <p>Replacement trees shall be 2-2.5" DBH.</p>	Size of tree removed	Quantity Removed	Req. Replacement	Total Replacement	6-18"	20	1 tree	20 trees	19-29"	1	3 trees	3 trees	30"+	0	6 trees	0 trees	15 Shade trees 8 Ornamental trees 30 Shrubs
Size of tree removed	Quantity Removed	Req. Replacement	Total Replacement																
6-18"	20	1 tree	20 trees																
19-29"	1	3 trees	3 trees																
30"+	0	6 trees	0 trees																
Z.O. 280-65.1	Buffer & Landscape Requirements	Along street lines, a landscaped strip of not less than 75' in width shall be provided.	Existing nonconformity																
S.O. 255-29.B	Parking lot landscape	Parking areas shall have at least (1) tree 2.5" min. caliper for every 5 parking spaces in single bays and (1) tree 2.5" min. caliper for every 10 parking spaces in double bays. 11 new parking spaces 11/5 = 3 Shade trees	2 Shade trees 1 Evergreen tree																
S.O. 255-38	Shade Trees	One (1) Street trees, 2.5" cal., per 30' along both sides of new streets and along one or both sides of an existing street within the proposed subdivision or land development. King of Prussia Rd: 640' 640/30 = 22 Street trees Radnor Chester Rd: 415' 415/30 = 14 Street trees	7 existing trees 1 Radnor Trail Tree 14 Street trees																
S.O. 255-42	Buffer Screens	Buffer screens are required between subdivisions and land developments and along existing streets to soften visual impact, to screen glare and to create a visual barrier between conflicting land uses.  Refer to Table 1. Proposed use: Nonresidential off-street parking (parking garage) Existing adjacent use: Nonresidential off-street parking	N/A																

### PLANT SCHEDULE

Plan Symbol	Quantity	Botanical Name	Common Name	Min. Planting Caliper	Min. Planting Spread	Min. Planting Height	Remarks	Comments
<b>Shade Trees</b>								
AR	3	<i>Acer rubrum</i> 'October Glory'	'October Glory' Red Maple	2-2.5" cal.*	-	12-14'	B&B	Full, straight leader
PA	7	<i>Platanus x acerifolia</i> 'Bloodgood'	'Bloodgood' London Planetree	2-2.5" cal.*	-	12-14'	B&B	Full, straight leader
QI	7	<i>Quercus imbricaria</i>	Shingle Oak	2-2.5" cal.*	-	12-14'	B&B	Full, straight leader
QR	5	<i>Quercus robur</i> 'Fastigiata'	Columnar English Oak	2-2.5" cal.*	-	12-14'	B&B	Full, straight leader
SR	4	<i>Syringa reticulata</i> 'Ivory Silk'	'Ivory Silk' Tree Lilac	2-2.5" cal.*	-	12-14'	B&B	Full, straight leader
TD	1	<i>Taxodium distichum</i>	Bald Cypress	2-2.5" cal.*	-	12-14'	B&B	Full, straight leader
ZS	9	<i>Zelkova serrata</i>	Japanese Zelkova	2-2.5" cal.*	-	12-14'	B&B	Full, straight leader
<b>Evergreen Trees</b>								
TG	3	<i>Thuja</i> 'Green Giant'	'Green Giant' Arborvitae	-	-	6-7'	B&B	Symmetrical, branched to ground
<b>Ornamental Trees</b>								
CC	6	<i>Cercis canadensis</i>	Eastern Redbud	-	-	8-10'	B&B	Multi-stem, Min. 5 stems
MV	3	<i>Magnolia virginiana</i>	Sweetbay Magnolia	-	-	8-10'	B&B	Multi-stem, Min. 5 stems
<b>Shrubs**</b>								
CS	14	<i>Cornus sericea</i>	Red Twig Dogwood	-	-	24-30"	CONT	Heavy, full specimen
IG	6	<i>Ilex glabra</i>	Inkberry	-	-	18-24"	CONT	Heavy, full specimen
IV	10	<i>Ilex verticillata</i>	Winterberry Holly	-	-	24-30"	CONT	Heavy, full specimen
* Caliper at DBH (diameter breast height)								
** Plant in continuous mulch bed (2-3" depth) until fully established.								

### RADNOR TOWNSHIP TREE REPLACEMENT FORMULA

DIAMETER AT BREAST HEIGHT (IN)	NUMBER REMOVED	REQUIRED LARGE CANOPY REPLACEMENT TREES PER REMOVED TREE		NEW PLANTINGS REQUIRED	
		TOTAL REQUIRED REPLACEMENT TREES PER REMOVED TREE	REQUIRED LARGE CANOPY REPLACEMENT TREES	TOTAL REQUIRED REPLACEMENT TREES	TOTAL REQUIRED REPLACEMENT TREES
6 - 18	20	0	1	0	20
19 - 29	1	2	3	2	3
30 +	0	4	6	0	0
<b>TOTALS</b>				<b>2</b>	<b>23</b>



SCALE: (H) AS NOTED (V) 1" = 30'

DATE: 2021-02-18

SHEET: **LA** X of 12

REV. No: 3

PROJECT: BRANDYWINE REALTY TRUST PROPOSED PARKING STRUCTURE RADNOR TOWNSHIP DELAWARE COUNTY, PA

TITLE: LANDSCAPING PLAN

**LANDCORE**  
Engineering Consultants, P.C.

PHONE: 215-488-2010 | FAX: 215-488-4440  
PHILADELPHIA, PENNSYLVANIA 19104-8835

D. ALEXANDER TWEEDIE  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. 071973

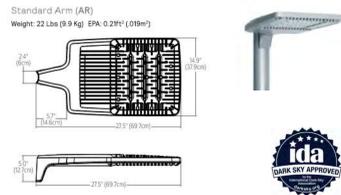
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PROJECT NO: 210002  
DRAWN BY: MP/LAH  
CHECKED BY: DA/TWEEDIE  
CADD #:

REV. DATE COMMENTS

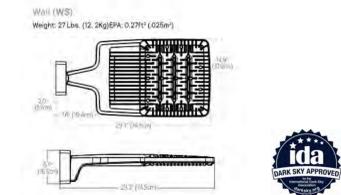
1	2021-02-18	REVISED PER TOWNSHIP COMMENTS
2	2021-02-18	REVISED PER TOWNSHIP COMMENTS
3	2021-02-18	REVISED PER TOWNSHIP COMMENTS

**ECF-S EcoForm small**  
Area luminaire

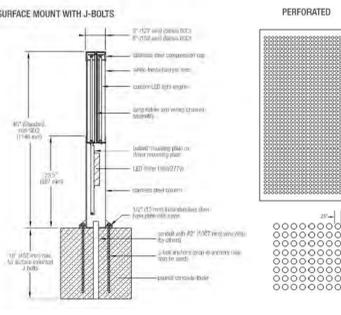


**A1 POLE MOUNTED AREA LIGHT**  
NOT TO SCALE

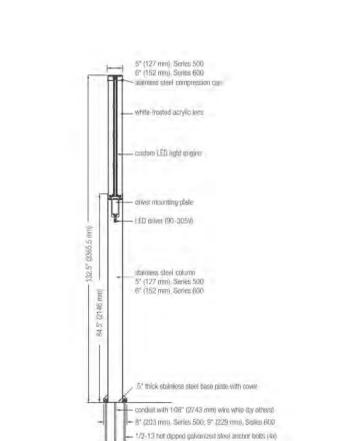
**ECF-S EcoForm small**  
Area luminaire



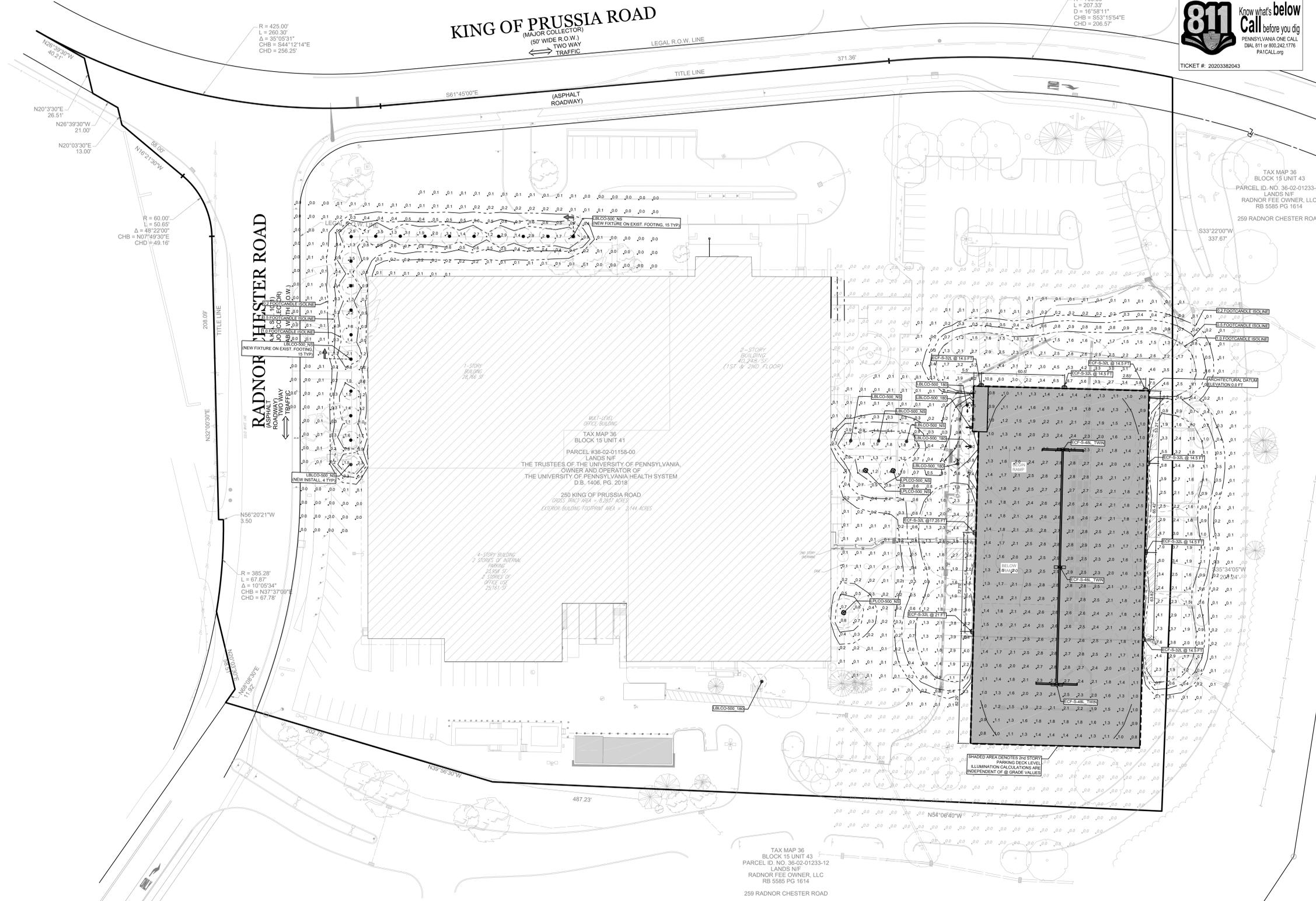
**B1 WALL MOUNTED AREA LIGHT**  
NOT TO SCALE



**C1 BOLLARD LIGHT**  
NOT TO SCALE



**E1 PEDESTRIAN LIGHT**  
NOT TO SCALE



**811 Call** Know what's below before you dig  
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DIAL 811 or 800.242.1776  
PA1CALL.org  
TICKET #: 2020382043

REV.	DATE	COMMENTS
1	2021-02-15	ISSUED FOR PERMITS
2	2021-02-15	REVISED PER TOWNSHIP COMMENTS
3	2021-02-15	REVISED PER TOWNSHIP COMMENTS
4	2021-02-15	REVISED PER TOWNSHIP COMMENTS

**D. ALEXANDER TWEEDE**  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. 071975  
NOT FOR CONSTRUCTION

**LANDCORE**  
Engineering Consultants, P.C.  
PHILADELPHIA, PENNSYLVANIA 19101-4835  
PHONE: 215-588-2010 | FAX: 215-588-4440  
P.O. BOX 313434 RICHMOND, PA 15131-3434  
LANDCORECONSULTING.COM

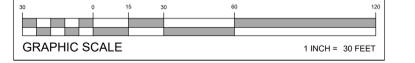
PROJECT: BRANDYWINE REALTY TRUST PROPOSED PARKING STRUCTURE 1500 KING OF PRUSSIA ROAD RADNOR TOWNSHIP DELAWARE COUNTY, PA  
TITLE: LIGHTING PLAN  
SCALE: (H) AS NOTED (V)  
DATE: 2021-02-15  
SHEET: LP 9 of 12  
REV. NO: 3

**LIGHT FIXTURE SCHEDULE**

PLAN LABEL	QTY	MOUNTING HEIGHT	MOUNTING TYPE	BUG RATING	LUMEN PER LAMP	WATTAGE	LLF	DESCRIPTION	MANUFACTURER / CATALOG NUMBER
ECF-S-32L	8	SEE PLAN (1)	WALL MOUNT	B1 U0 G2	9,062	73	0.95	ECOFORM SMALL AREA LIGHT (32) LED @ 700 mA / 4,000K TYPE 4 DISTRIBUTION, FULL CUT-OFF COORDINATE FINISH W/ ARCHITECT	GARCCO by SIGNIFY (2) ECF-S_32L_700_MW_42_WS_UNV_DAS0_PCB
ECF-S-48L_TWIN	3	23.5 FT 3.5 FT KNEE WALL	POLE TOP	B5 U0 G3	19,424	159	0.95	ECOFORM SMALL AREA LIGHT (48) LED @ 1050 mA / 4,000K TYPE 5 WIDE DISTRIBUTION, FULL CUT-OFF COORDINATE FINISH W/ ARCHITECT	GARCCO by SIGNIFY (2) ECF-S_48L_1A_MW_62_AR_SW_UNV_DAS0_PCB (POLE RISER_20_4_11_LV)
LBLC0-500_NS	22	2 FT	BOLLARD	B1 U4 G1	1,542	19.2	0.95	SERIES 500 LIGHT COLUMN BOLLARD 5 INCH TUBULAR STAINLESS STEEL 17 WATT LED DRIVER @ 4,000K COORDINATE FINISH W/ ARCHITECT	FORMS + SURFACES by CREE LBLC0-504
LBLC0-180	5	2 FT	BOLLARD	B1 U4 G1	1,542	19.2	0.95	SERIES 500 LIGHT COLUMN BOLLARD 5 INCH TUBULAR STAINLESS STEEL 17 WATT LED DRIVER @ 4,000K COORDINATE FINISH W/ ARCHITECT	FORMS + SURFACES by CREE LBLC0-504_180_PERF
LPIC0-512_NS	3	7.04 FT	POLE TOP	B1 U5 G2	3,783	38.4	0.95	SERIES 500 LIGHT COLUMN PEDESTRIAN 5 INCH TUBULAR STAINLESS STEEL 32 WATT LED DRIVER @ 4,000K COORDINATE FINISH W/ ARCHITECT	FORMS + SURFACES by CREE LPIC0-512

**SITE LIGHTING STATISTICS**

ROOFTOP PARKING AREA	AVG fc	MAX fc	MIN fc	MAX / MIN	AVG / MIN
	1.9	2.9	0.8	3.6:1	2.4:1



THIS LIGHTING PLAN ILLUSTRATES ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IES) APPROVED METHODS. ACTUAL SITE ILLUMINATION LEVELS AND PERFORMANCE OF LUMINAIRES MAY VARY DUE TO VARIATIONS IN AREA, THERMAL, ELECTRICAL, MOUNTING, TOLERANCE IN LAMPS, AND OTHER RELATED VARIABLE FIELD CONDITIONS.

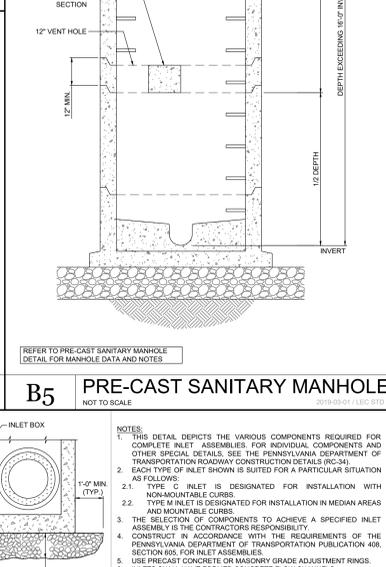
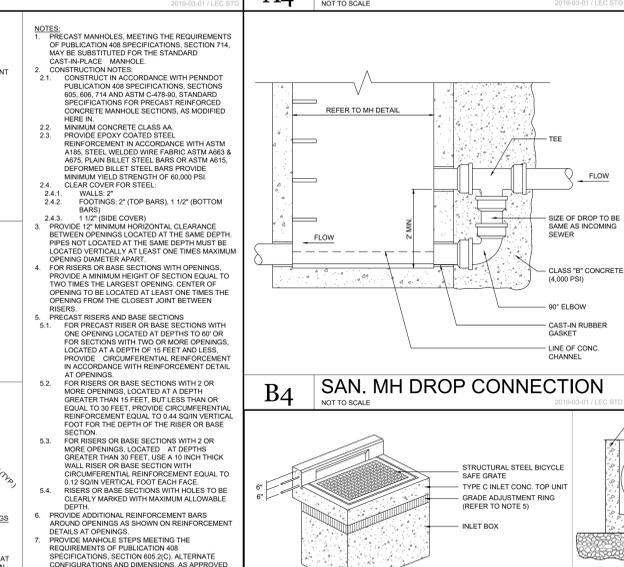
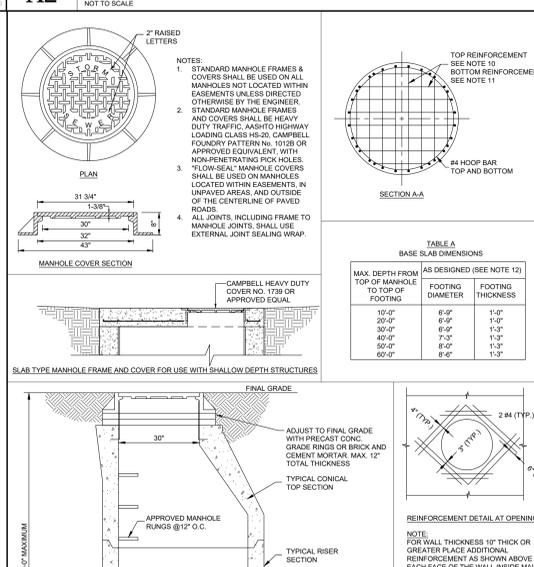
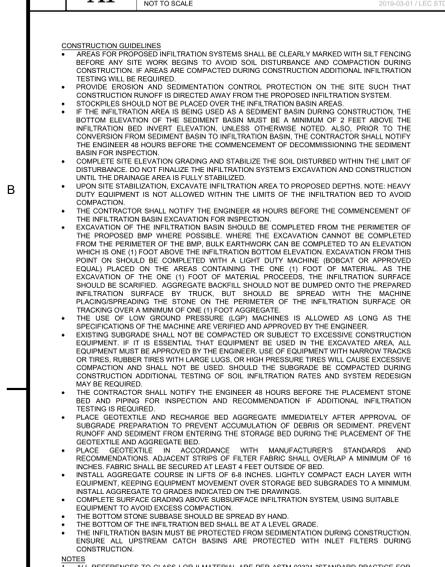
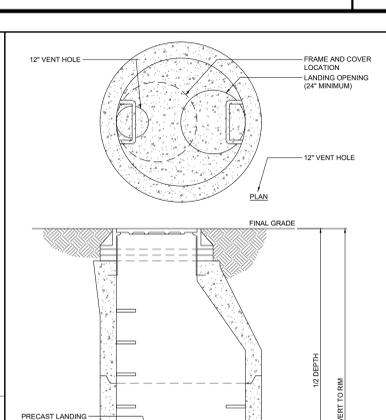
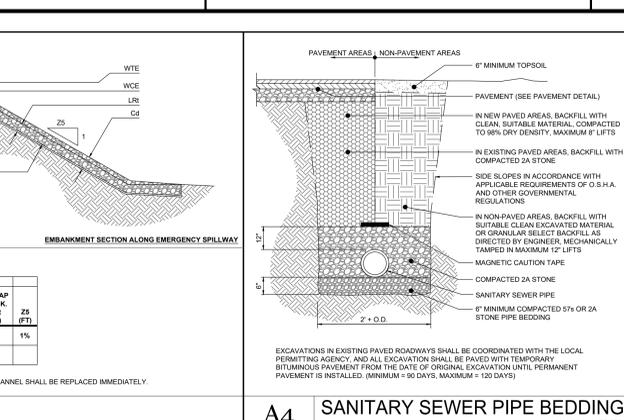
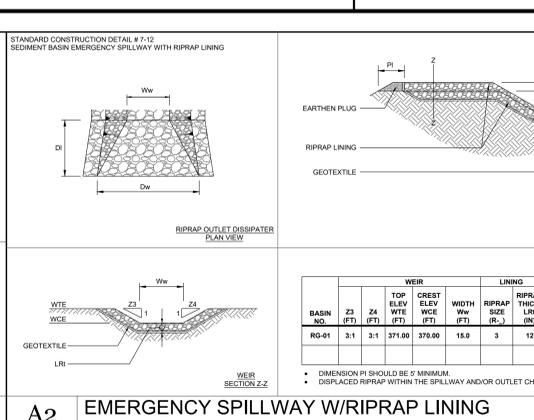
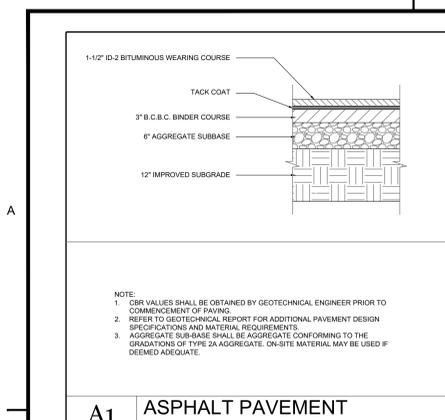


TABLE 1. RECOMMENDED MINIMUM TRENCH WIDTHS

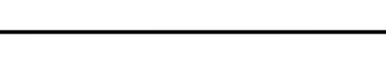
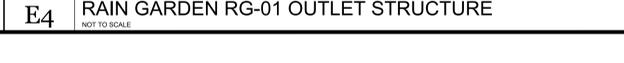
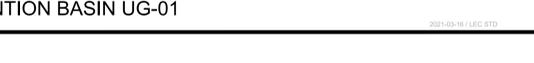
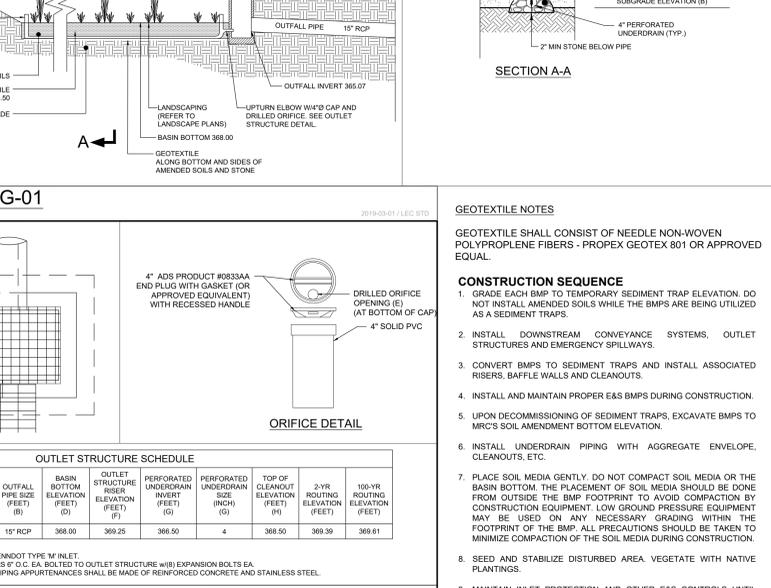
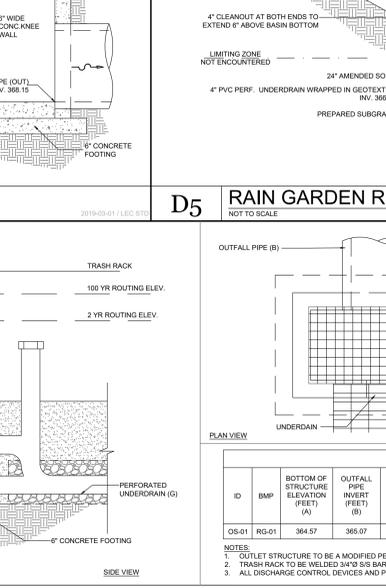
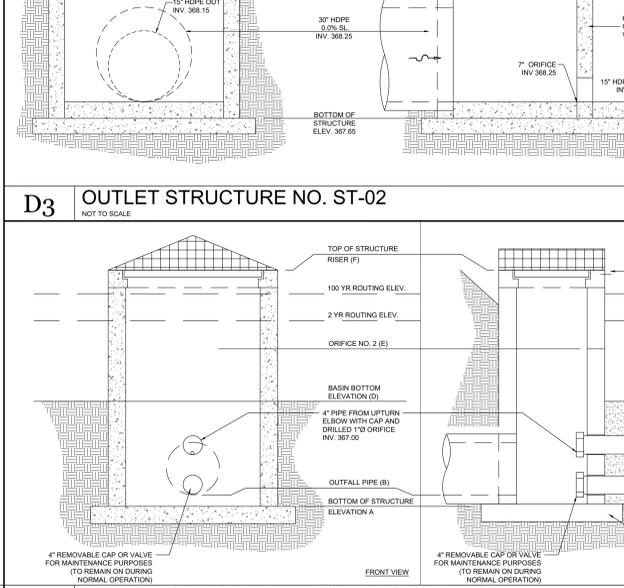
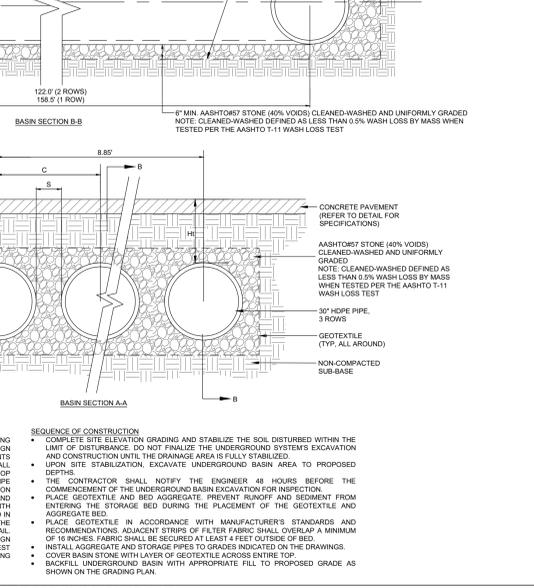
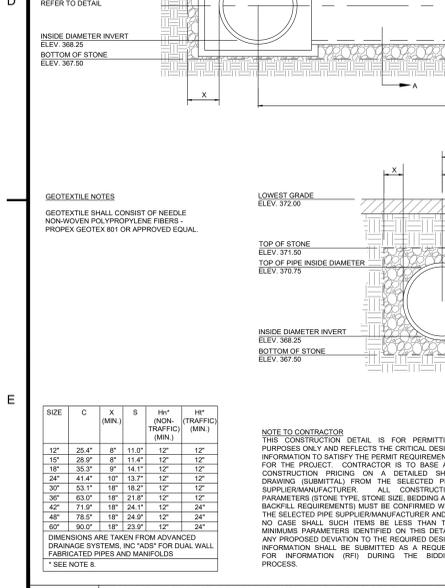
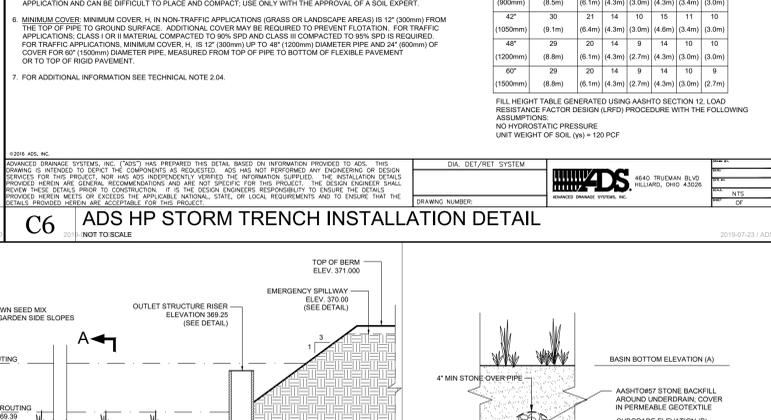
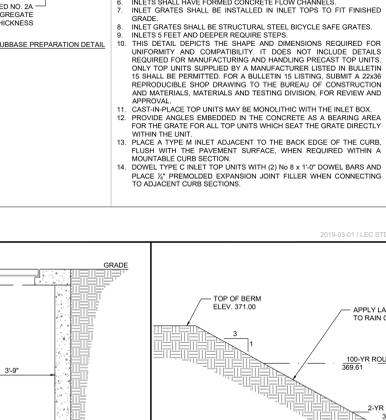
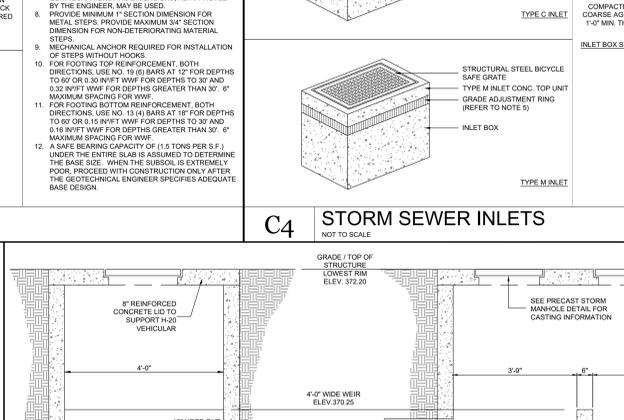
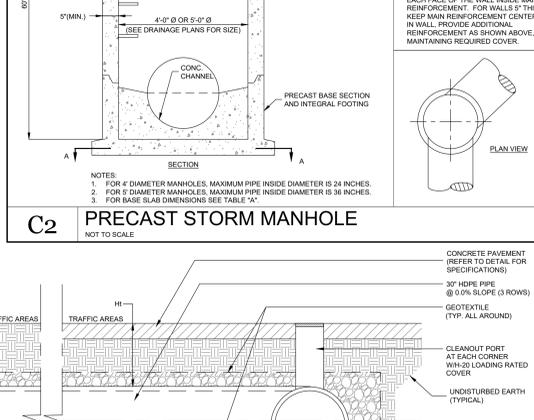
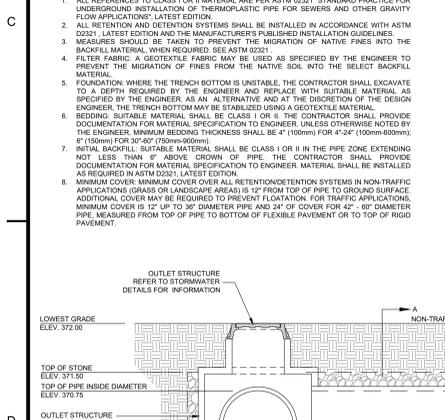
PIPE DIA. (IN)	MIN. TRENCH WIDTH (IN)	MIN. TRENCH WIDTH (MM)
12"	12"	(305mm)
15"	15"	(381mm)
18"	18"	(457mm)
24"	24"	(609mm)
30"	30"	(762mm)
36"	36"	(914mm)
42"	42"	(1067mm)
48"	48"	(1219mm)
54"	54"	(1372mm)
60"	60"	(1524mm)
66"	66"	(1676mm)
72"	72"	(1829mm)
78"	78"	(1981mm)
84"	84"	(2134mm)
90"	90"	(2287mm)
96"	96"	(2439mm)

TABLE 2. MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS

PIPE DIA. (IN)	H-20 SURFACE LIVE LOAD (KIP)	MIN. COVER (IN)	MIN. COVER (MM)
12"	12"	48"	(1219mm)
15"	15"	48"	(1219mm)
18"	18"	48"	(1219mm)
24"	24"	60"	(1524mm)
30"	30"	60"	(1524mm)
36"	36"	60"	(1524mm)
42"	42"	60"	(1524mm)
48"	48"	60"	(1524mm)
54"	54"	60"	(1524mm)
60"	60"	60"	(1524mm)
66"	66"	60"	(1524mm)
72"	72"	60"	(1524mm)
78"	78"	60"	(1524mm)
84"	84"	60"	(1524mm)
90"	90"	60"	(1524mm)
96"	96"	60"	(1524mm)

TABLE 3. MAXIMUM COVER FOR ADS HP STORM PIPE

PIPE DIA. (IN)	CLASS			
	CLASS I	CLASS II	CLASS III	CLASS IV
12"	42"	29"	21"	16"
15"	42"	29"	21"	16"
18"	42"	29"	21"	16"
24"	42"	29"	21"	16"
30"	42"	29"	21"	16"
36"	42"	29"	21"	16"
42"	42"	29"	21"	16"
48"	42"	29"	21"	16"
54"	42"	29"	21"	16"
60"	42"	29"	21"	16"
66"	42"	29"	21"	16"
72"	42"	29"	21"	16"
78"	42"	29"	21"	16"
84"	42"	29"	21"	16"
90"	42"	29"	21"	16"
96"	42"	29"	21"	16"



PROJECT: 2010012  
 DRAWN BY: MP/ARJ  
 CHECKED BY: DA/VEE/DK  
 DATE: 10/27/2002

NOT FOR CONSTRUCTION

LANDSCAPE CONSULTANTS, P.C.  
 4640 TREHARNS BLVD.  
 PHILADELPHIA, PA 19124  
 PHONE: 215-381-2000  
 FAX: 215-381-2002  
 WWW.LANDSCAPECONSULTANTS.COM

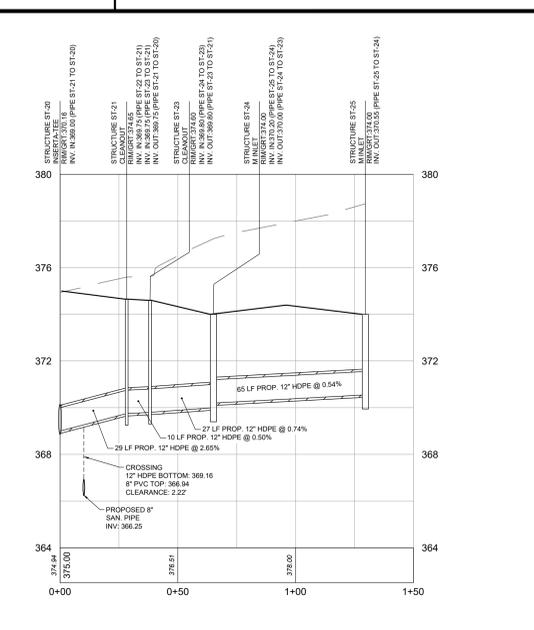
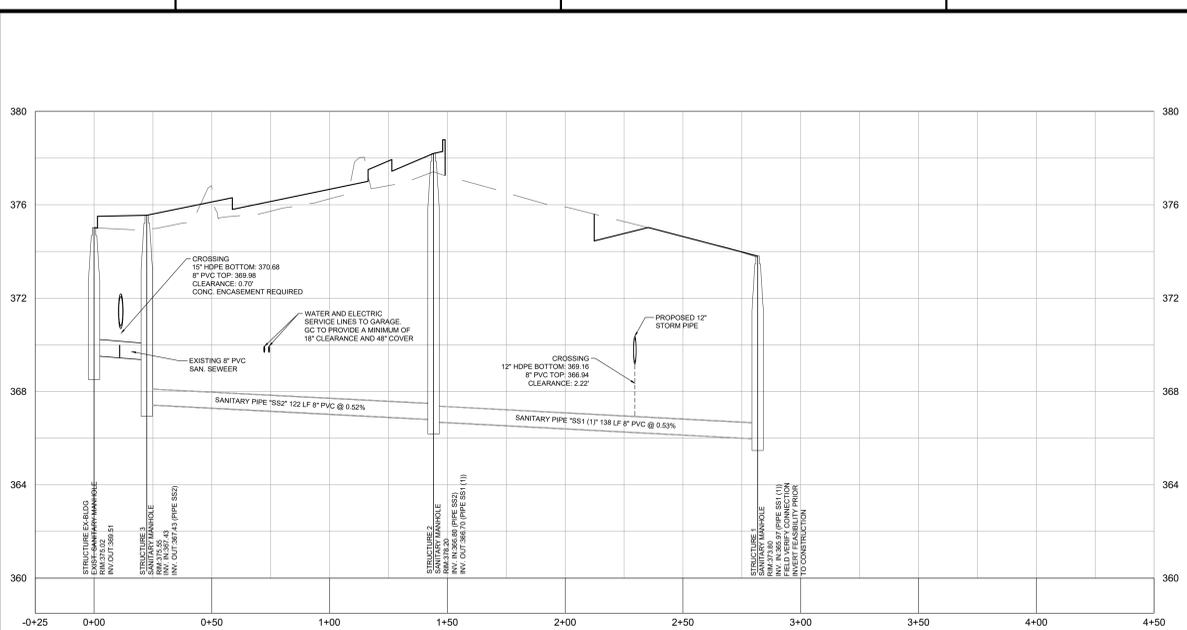
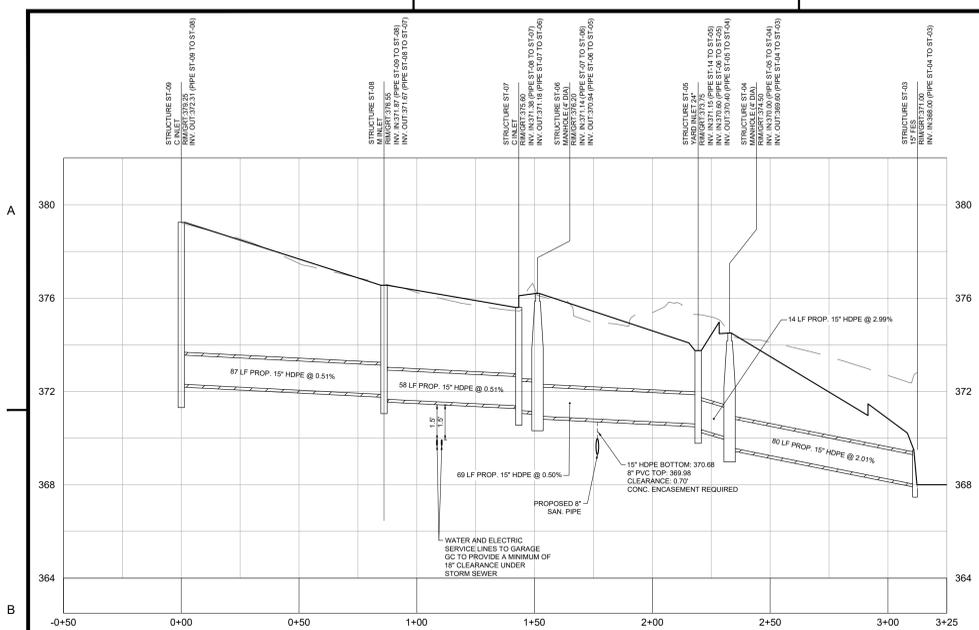
BRANDYWINE REALTY TRUST  
 PROPOSED PARKING STRUCTURE  
 1000 W. MARKET STREET  
 RAINOR TOWNSHIP  
 DELAWARE COUNTY, PA

CONSTRUCTION DETAILS

DATE: 2021-02-18

SHEET: DT 10 OF 2

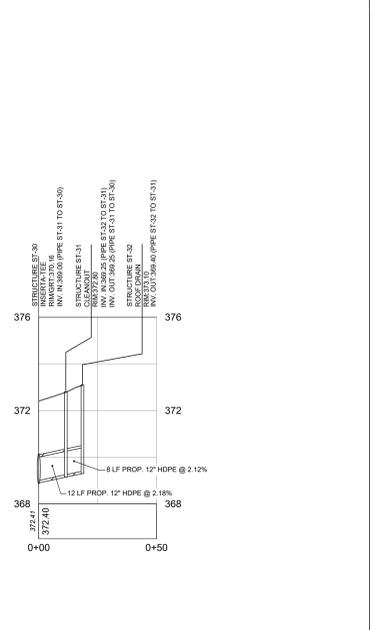
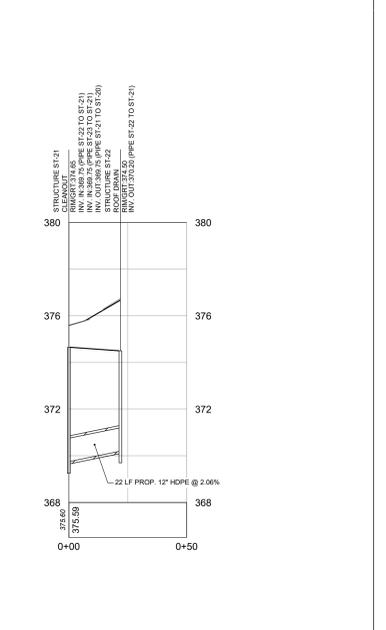
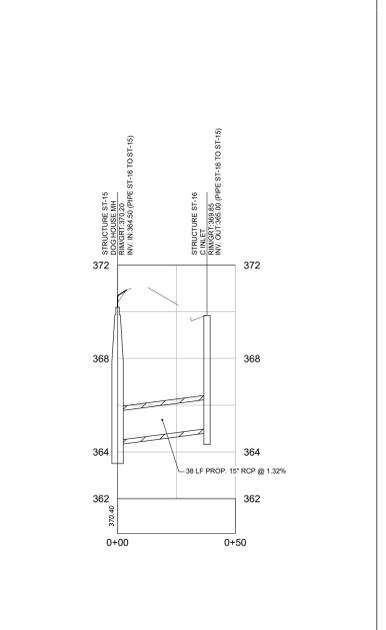
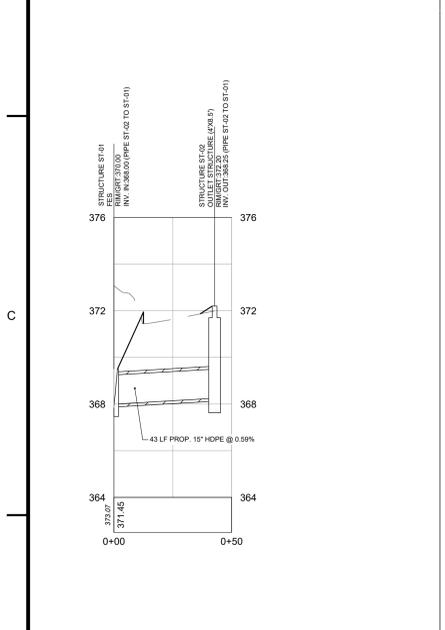
REV: No. 3



**B1** STORM SEWER PROFILE ST-09 TO ST-03  
SCALE: AS NOTED

**B3** SANITARY SEWER PROFILE  
SCALE: AS NOTED

**B6** STORM SEWER PROFILE ST-20 TO ST-24  
SCALE: AS NOTED

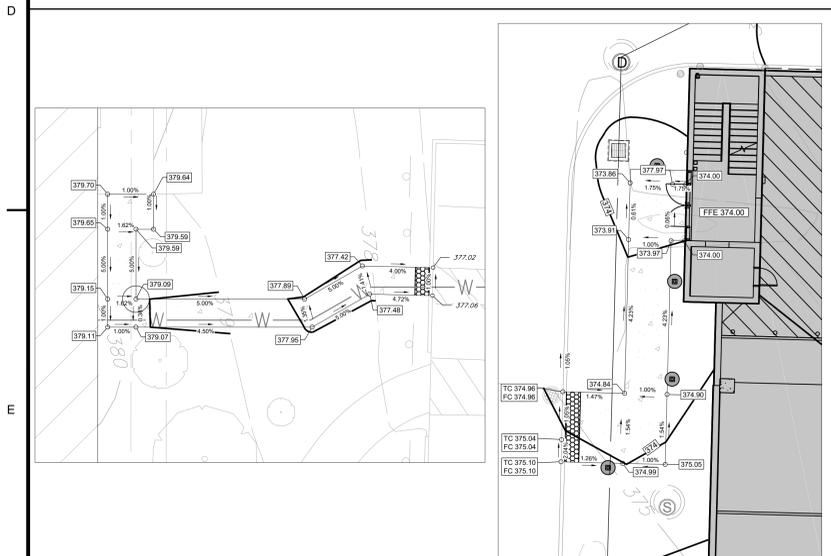


**D1** STORM PROFILE ST-01 TO ST-02  
SCALE: AS NOTED

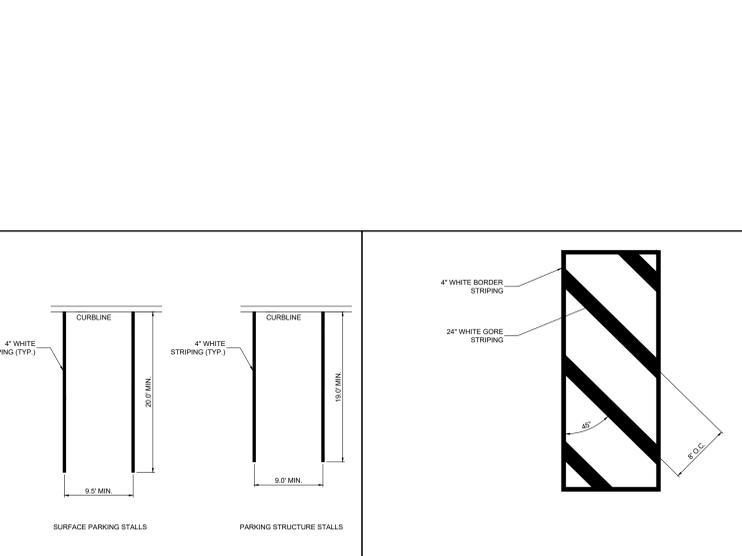
**D2** STORM PROFILE ST-15 TO ST-16  
SCALE: AS NOTED

**D3** STORM PROFILE ST-15 TO ST-16  
SCALE: AS NOTED

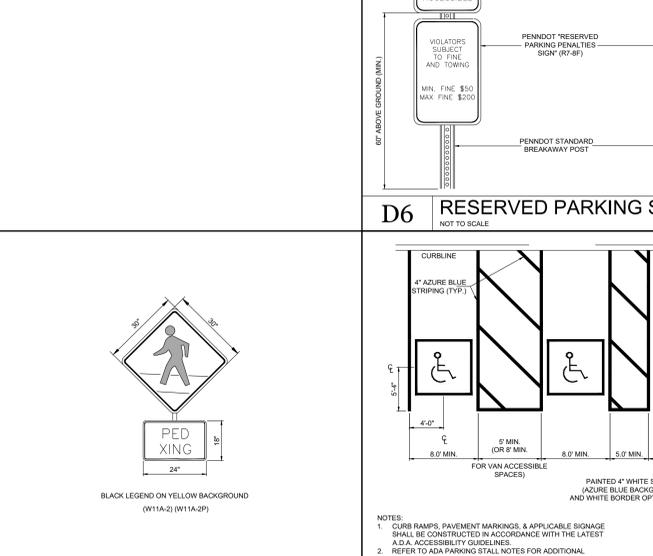
**D4** STORM PROFILE ST-30 TO ST-32  
SCALE: AS NOTED



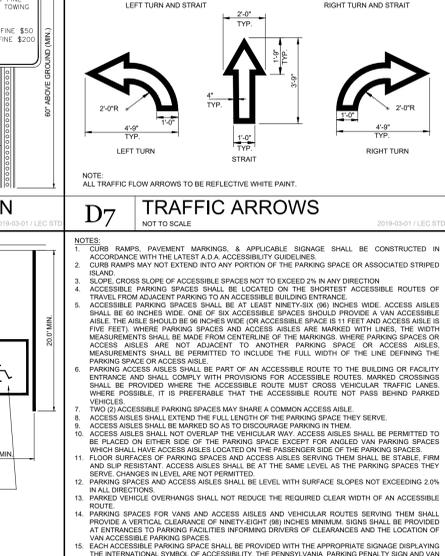
**D1** ACCESSIBLE PATH DETAILED GRADING PLANS  
SCALE: 1" = 10'



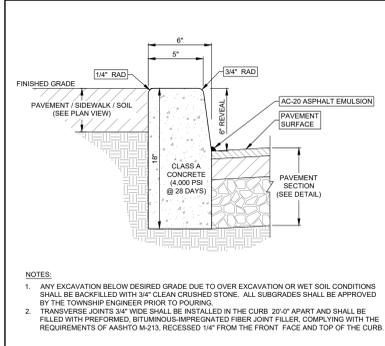
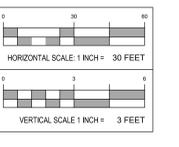
**E3** PARKING STRIPING DETAIL  
NOT TO SCALE



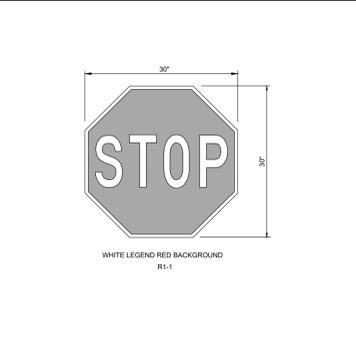
**E4** PAVEMENT GORE STRIPING  
NOT TO SCALE



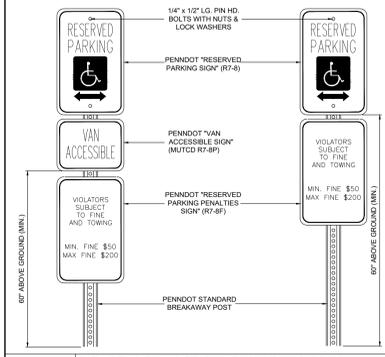
**E5** PEDESTRIAN CROSSING SIGN  
NOT TO SCALE



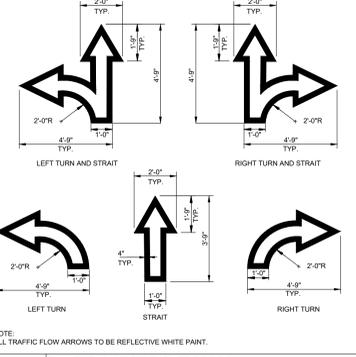
**C6** CONCRETE CURB (6\"/>



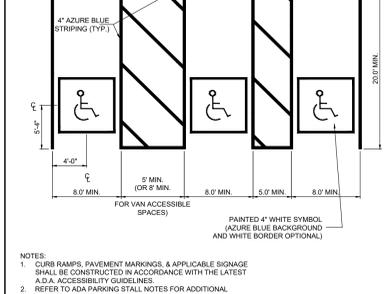
**C7** STOP SIGN  
NOT TO SCALE



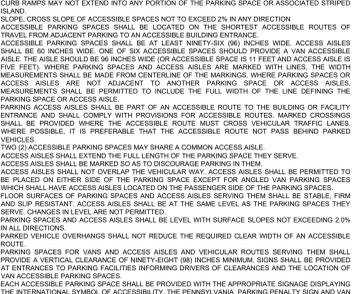
**D6** RESERVED PARKING SIGN  
NOT TO SCALE



**D7** TRAFFIC ARROWS  
NOT TO SCALE

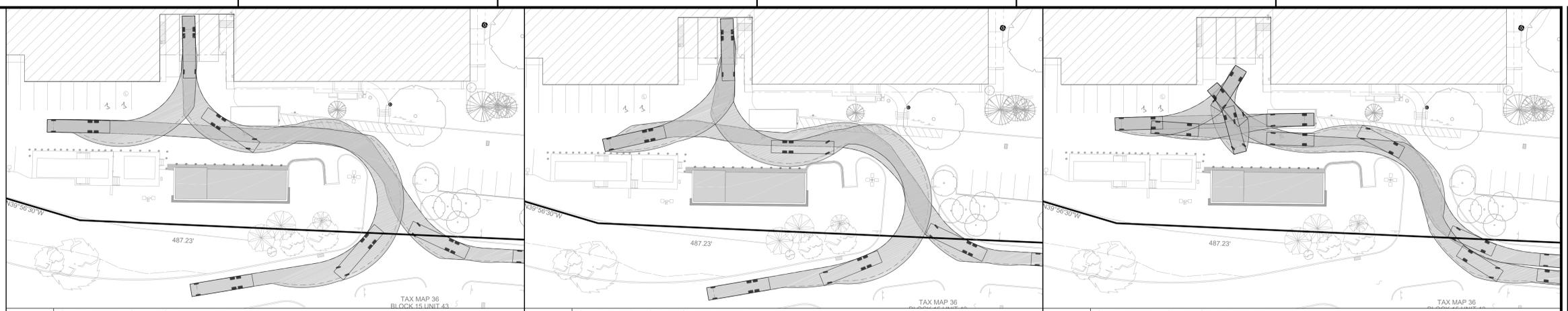


**E6** RESERVED PARKING STALL  
NOT TO SCALE



**E7** ADA PARKING STALL NOTES  
NOT TO SCALE

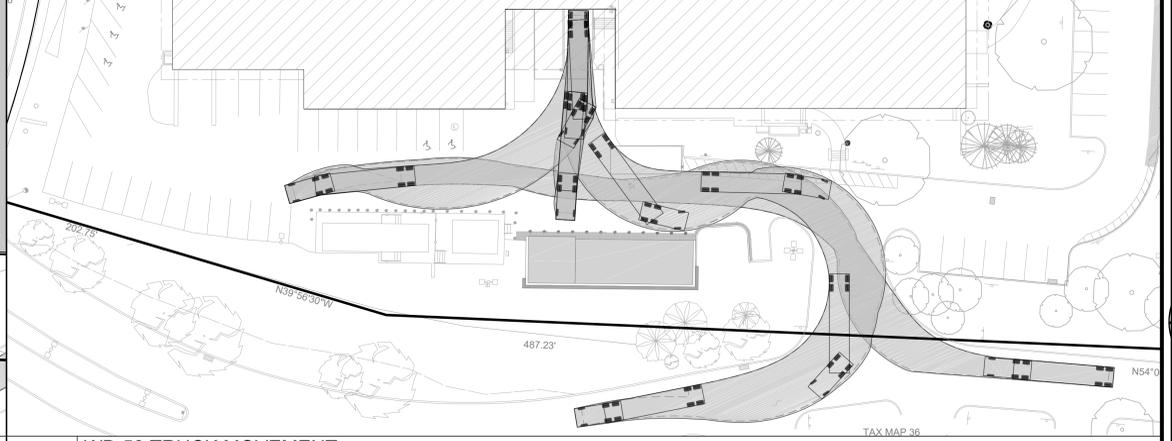
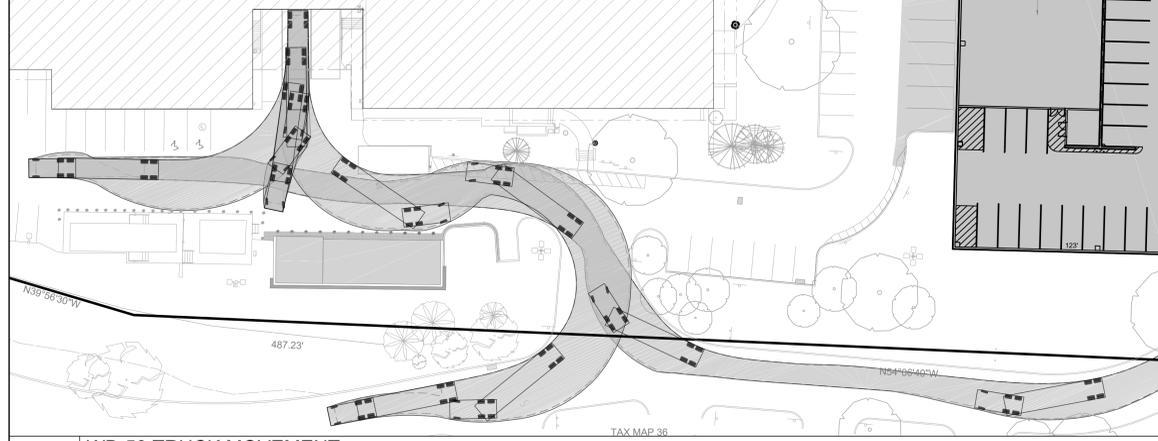
PROJECT:	BRANDYWINE REALTY TRUST PROPOSED PARKING STRUCTURE RACONOR TOWNSHIP DELAWARE COUNTY, PA
DATE:	2021-02-15
SHEET:	PR 11 OF 12
REV. NO.:	3
TITLE:	PROFILES & CONSTRUCTION DETAILS
SCALE:	(H) AS NOTED (V)
DATE:	2021-02-15
PROJECT:	210002
DRAWN BY:	MP, LARI
CHECKED BY:	DA, TWEEDE
CADD #:	11_PL_200002
NOT FOR CONSTRUCTION	
REGISTERED PROFESSIONAL ENGINEER	
D. ALEXANDER TWEEDE	
PENNSYLVANIA LICENSE NO. 19773	
LANDCORE CONSULTANTS, P.C.	
PHONE: 215-488-2010   FAX: 215-488-4440	
LANDCORECONSULTING.COM	
PHILADELPHIA, PENNSYLVANIA 19103-6835	



**T1** SU-40 TRUCK MOVEMENT  
SCALE: 1" = 30'

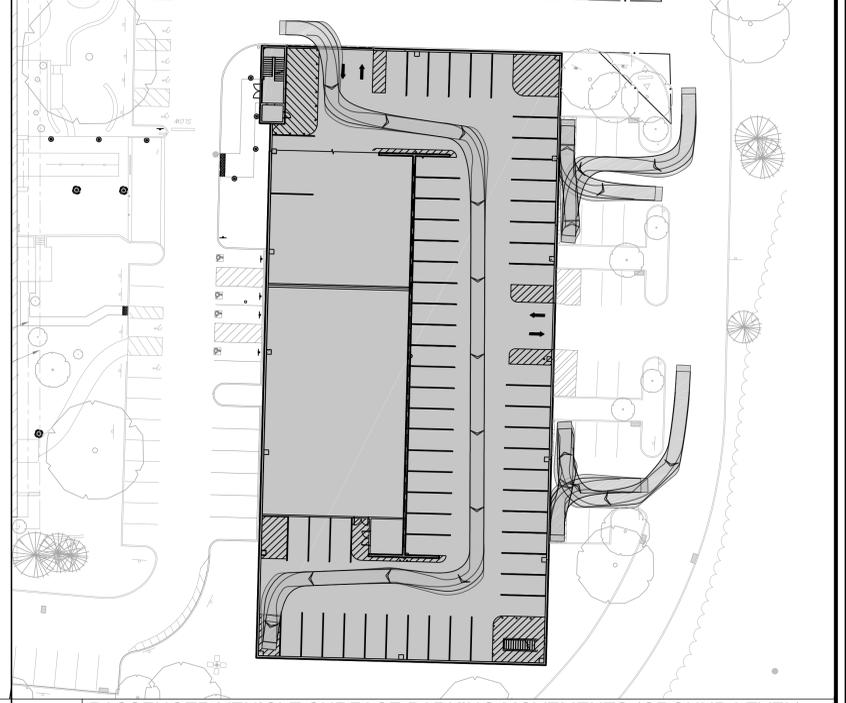
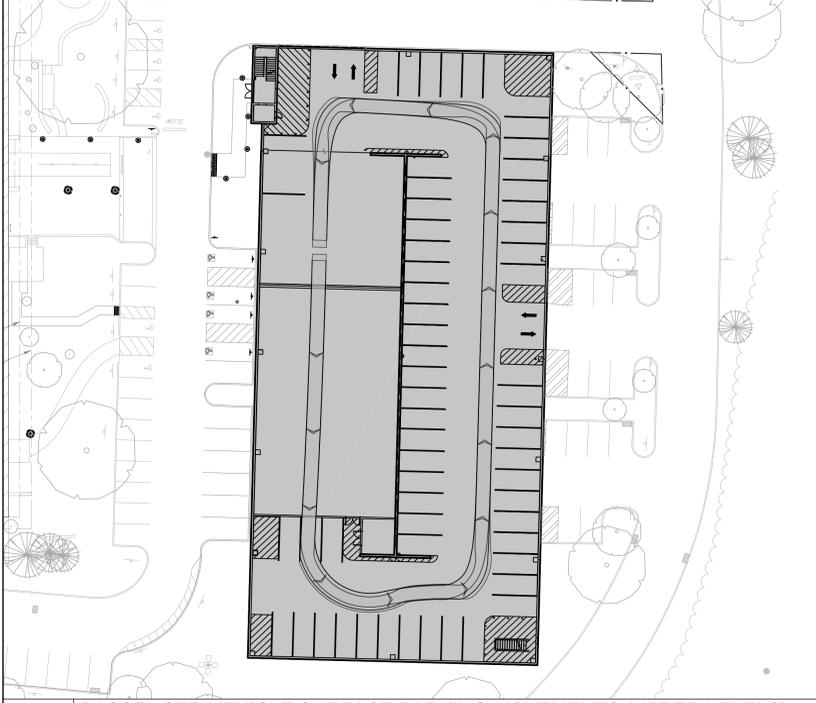
**T2** SU-40 TRUCK MOVEMENT  
SCALE: 1" = 30'

**T3** SU-40 TRUCK MOVEMENT  
SCALE: 1" = 30'



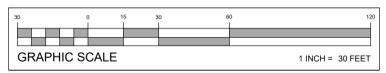
**T4** WB-50 TRUCK MOVEMENT  
SCALE: 1" = 30'

**T5** WB-50 TRUCK MOVEMENT  
SCALE: 1" = 30'



**T6** PASSENGER VEHICLE SURFACE PARKING MOVEMENTS (UPPER LEVELS)  
SCALE: 1" = 30'

**T7** PASSENGER VEHICLE SURFACE PARKING MOVEMENTS (GROUND LEVEL)  
SCALE: 1" = 30'



PROJECT NO.	200002
DATE	2021-02-15
DRAWN BY	MP LARD
CHECKED BY	DA TWEEDE
CADD #	12_TR_200002
PROJECT	BRANDYWINE REALTY TRUST PROPOSED PARKING STRUCTURE RAVINCOR ROAD RAVINCOR TOWNSHIP DELAWARE COUNTY, PA
TITLE	TRUCK CIRCULATION PLAN
SCALE	(H) AS NOTED (V)
SHEET	TR 12 of 12
REV. No.	3

NOT FOR CONSTRUCTION

D. ALEXANDER TWEEDE  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. 071973

REGISTERED PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE NO. 071973

**LANDCORE**  
Engineering Consultants, P.C.  
PO BOX 3103 #6087  
PHILADELPHIA, PENNSYLVANIA 19101-0683  
PHONE 215-488-2010 | FAX 215-488-4440  
LANDCORECONSULTING.COM

PROJECT: BRANDYWINE REALTY TRUST  
PROPOSED PARKING STRUCTURE  
RAVINCOR ROAD  
RAVINCOR TOWNSHIP  
DELAWARE COUNTY, PA

TITLE: TRUCK CIRCULATION PLAN

SCALE: (H) AS NOTED  
(V)

DATE: 2021-02-15

SHEET: TR  
12 of 12

REV. No.: 3

**TOWNSHIP OF RADNOR  
DELAWARE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2021-10**

**AN ORDINANCE OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA; PROVIDING FOR THE AMENDMENT OF ARTICLE XXVIII OF THE ZONING ORDINANCE OF THE TOWNSHIP OF RADNOR; PROVIDING FOR PURPOSES RELATED TO THE ADOPTION OF THE AMENDMENTS; PROVIDING FOR DEFINITIONS; ESTABLISHING CERTAIN GENERAL AND SPECIFIC STANDARDS RELATING TO THE LOCATION, PLACEMENT, CONSTRUCTION AND MAINTENANCE OF TOWER-BASED WIRELESS COMMUNICATIONS FACILITIES, NON-TOWER WIRELESS COMMUNICATIONS FACILITIES, AND SMALL WIRELESS COMMUNICATIONS FACILITIES; PROVIDING FURTHER FOR THE REGULATION OF SUCH FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY AND OUTSIDE THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR THE ENFORCEMENT OF SAID REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

NOW THEREFORE, be it, and it is hereby ORDAINED by the Board of Commissioners of the Township of Radnor, Delaware County, Commonwealth of Pennsylvania, and it is hereby ENACTED and ORDAINED by authority of same as follows:

**SECTION I. AMENDMENT OF WIRELESS COMMUNICATIONS FACILITIES PROVISIONS**

Article XXVIII of the Radnor Township zoning ordinance is hereby repealed in its entirety and replaced with a new Article XXVIII entitled and provided for as follows:

**Article XXVIII: *Wireless Communications Facilities***

**§280-161 Intent.**

The intent of this article is to:

- A. Provide for the managed development of *Wireless Communications Facilities* in a manner that enhances the benefits of wireless communication and accommodates the needs of both Township residents and wireless carriers in accordance with federal and state laws and regulations;
- B. Accommodate the need for *Wireless Communications Facilities* while regulating their location and number so as to ensure the provision of necessary services;

- C. Establish procedures for the design, siting, construction, installation, maintenance and removal of *Non-Tower Wireless Communications Facilities*, small *Wireless Communications Facilities*, and *Tower-Based Wireless Communications Facilities* in the Township, including facilities both inside and outside the public rights-of-way;
- D. Address new wireless technologies, including but not limited to, distributed *Antenna* systems, data collection units, *Small Wireless Communications Facilities*, cable Wi-Fi and other *Wireless Communications Facilities*;
- E. Minimize the adverse visual effects and the number of such facilities through proper design, siting, screening, material, color and finish and by requiring that competing providers of wireless communications services collocate their *Wireless Communications Facilities* on existing infrastructure; and
- F. Promote the health, safety and welfare of the Township's residents.

**§280-162 Applicability.**

- A. Wireless communications facilities for which a permit has been issued prior to the effective date of this article shall not be required to meet the minimum requirements of this article.
- B. This article shall not govern the installation of any amateur radio facility that is owned by a federally licensed amateur radio station operator or that is used exclusively for receive-only *Antennas*.
- C. This article shall supersede all conflicting requirements of other codes and ordinances regarding the location and permitting of *Wireless Communications Facilities*.

**§280-163 Definitions.**

As used in this article, the following terms shall have the meanings indicated:

- A. *Accessory Equipment*—any equipment serving or being used in conjunction with a *Wireless Communications Facility* or *Wireless Support Structure*, including but not limited to utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or similar structures.
- B. *Antenna* — an apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communications Commission authorization, for the provision of wireless service and any commingled information services.

- C. *Collocation*—the mounting of one or more *WCFs*, including *Antennas*, on a pre-existing structure, or modifying a structure for the purpose of mounting or installing a *WCF* on that structure.
- D. *Equipment Compound*—an area surrounding or adjacent to a *Wireless Support Structure* within which base stations, power supplies, or *Accessory Equipment* are located.
- E. *FCC*—Federal Communications Commission.
- F. *Modification* or *Modify*—the improvement, upgrade or expansion of existing *Wireless Communications Facilities* or base stations on an existing *Wireless Support Structure* or the improvement, upgrade, or expansion of the *Wireless Communications Facilities* located within an existing *Equipment Compound*, if the improvement, upgrade, expansion or replacement does not *Substantially Change* the physical dimensions of the *Wireless Support Structure*.
- G. *Non-Tower Wireless Communications Facility (Non-Tower WCF)*—*Wireless Communications Facilities* that are *Collocated* on existing structures, such as, but not limited to buildings, water towers, electrical transmission towers, utility poles, light poles, traffic signal poles, flag poles and other similar structures that do not require the installation of a new tower.
- H. *Replacement of a Wireless Communications Facility (Replacement of a WCF)* -- the replacement of existing *Wireless Communications Facilities* on an existing *Wireless Support Structure* or within an existing *Equipment Compound* due to maintenance, repair or technological advancement with equipment composed of the same wind loading and structural loading that is substantially similar in size, weight and height as the *Wireless Communications Facilities* initially installed and that does not substantially change the physical dimensions of the existing *Wireless Support Structure*.
- I. *Small Wireless Communications Facility* – a *Wireless Communications Facility* that meets the following criteria:
  - (1) The *Wireless Support Structure* on which *Antenna* facilities are mounted—
    - (i) is 50 feet or less in height, or
    - (ii) is no more than 10 percent taller than other adjacent structures, or
    - (iii) is not extended to a height of more than 50 feet or by more than 10 percent above its height prior to the *Collocation* of any *WCF* as a result of the *Collocation* of new *Antenna* facilities; and
  - (2) Each *Antenna* associated with the deployment (excluding the *Accessory Equipment*) is no more than three cubic feet in volume; and

- (3) All *Accessory Equipment* associated with the *Wireless Support Structure* including the wireless equipment associated with the *Antenna* and any pre-existing associated equipment on the *Wireless Support Structure*, is cumulatively no more than 28 cubic feet in volume.
- (4) The *Wireless Communications Facility* does not require *Antenna* structure registration under 47 CFR Part 17;
- (5) The *Wireless Communications Facility* is not located on Tribal lands, as defined under 36 CFR 800.16(x); and
- (6) The *Wireless Communications Facility* does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR 1.1307(b).
- J. *Stealth Technology* — Camouflaging methods applied to *Wireless Communications Facilities* and *Accessory Equipment* which render them more visually appealing or blend the proposed facility into the existing structure or visual backdrop in such a manner as to render it minimally visible to the casual observer. Such methods include, but are not limited to, architecturally screened roof-mounted *Antennas*, building-mounted *Antennas* painted to match the existing structure and facilities constructed to resemble trees, shrubs, and light poles.
- K. *Substantial Change* – A modification substantially changes the physical dimensions of an support structure if it meets the criteria established by 47 CFR §1.6100.
- L. *Tower-Based Wireless Communications Facility (Tower-Based WCF)*—any structure that is used for the primary purpose of supporting one or more *Antennas*, including, but not limited to, self-supporting lattice towers, guy towers and monopoles, and the accompanying *Antenna* and *Accessory Equipment*.
- M. *WBCA* - Pennsylvania Wireless Broadband Collocation Act (53 P.S. §11702.1 *et. seq.*)
- N. *Wireless Communications Facility (WCF)*— an *Antenna* facility or a *Wireless Support Structure* that is used for the provision of wireless service, whether such service is provided on a stand-alone basis or commingled with other wireless communications services.
- O. *Wireless Communications Facility Applicant (WCF Applicant)* -- Any person that applies for a *Wireless Communications Facility* building permit, zoning approval and/or permission to use the public ROW or other Township-owned or third party land or property.
- P. *Wireless Support Structure*—a pole, tower, base station, or other building, whether or not it has an existing *Antenna* facility, that is used or to be used for the provision of wireless service (whether on its own or comingled with other types of services).

**§280-164 General Requirements for All Wireless Communications Facilities.**

A. Standard of care.

- (1) All *WCFs* shall meet or exceed all applicable standards and provisions of the FAA, the *FCC* and any other agency of the state or federal government with the authority to regulate *Wireless Communications Facilities*, the latest National Electrical Safety Code (NESC), American National Standards Institute (ANSI) Code, and the structural standards of the American Association of State Highway and Transportation Officials or any other industry standard applicable to the structure. In case of conflict, the most stringent requirements shall prevail. All necessary certifications shall be obtained by the *WCF Applicant* and provided to the Township.
- (2) If such standards or regulations are changed, the owner of the *WCF* shall bring such *WCF* into compliance with the revised standards within six (6) months of the effective date of such standards or regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring such facilities into compliance shall constitute grounds for the removal of the *WCF* at the owner's expense.
- (3) The *WCF Applicant* shall submit proof of compliance with all applicable federal and state standards, including but not limited to those established by the Federal Communications Commission, as part of any complete *WCF* application.

B. Engineer signature. All plans and drawings included in an application for a *WCF* shall contain a seal and signature of a professional engineer, licensed in the Commonwealth of Pennsylvania and certifying compliance with all local, state and federal laws and regulations applicable to the proposed *WCF*.

C. Eligible Facilities Requests.

- (1) *WCF Applicants* proposing a *Modification* to an existing *WCF* shall be required only to obtain permits of general applicability from the Township. In order to be considered for such permits, the *WCF Applicant* must submit permit applications to the Township in accordance with the requirements of the Township Code. Such permit applications shall clearly state that the proposed *Modification* constitutes an Eligible Facilities Request pursuant to the requirements of 47 CFR §1.6100. The permit applications shall detail all dimensional changes being made to the *WCF* and *Wireless Support Structure*.
- (2) Timing of Approval.
  - (a) Within thirty (30) calendar days of receipt of an application for the *Modification* of an existing *WCF*, the Township Zoning Officer shall notify

the *WCF Applicant* in writing of any information that may be required to complete such application.

- (b) Within sixty (60) days of receipt of a complete and compliant application for the *Modification* of an existing *WCF*, the Township Zoning Officer shall issue the required building and zoning permits authorizing construction of the *WCF*.

D. Wind and ice. All *WCFs* shall be designed to withstand the effects of wind gusts and ice to the standard designed by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association, and Telecommunications Industry Association (ANSI/TIA-222, as amended), or to the industry standard applicable to the structure.

E. Non-conforming *Wireless Support Structures*. *WCFs* shall be permitted to *Collocate* upon existing non-conforming *Wireless Support Structures*. *Collocation* of *WCFs* upon existing *Wireless Support Structures* is encouraged even if the existing *Wireless Support Structure* is non-conforming as to use within a zoning district.

F. Signs. All ~~Tower Based~~ *WCFs* shall post a sign in a readily visible location on each major equipment component identifying the name and phone number of a party to contact in the event of an Emergency. The size and design of such signage shall be approved by the Township. The only other signage permitted on the *WCF* shall be those required by the FCC, or any other federal or state agency. No advertising may be permitted on any *WCF*.

F.G. Inspections; reports. Inspection reports shall be submitted to the Township by the owner of a *WCF* upon request to ensure structural integrity and compliance with applicable federal, state and local codes and regulations.

G.H. Permit Fees. The Township may assess appropriate and reasonable permit fees directly related to the Township's actual costs in reviewing and processing the application for approval of a *WCF*, as well as related inspection, monitoring, and related costs. Such permit fees shall be established by the Township fee schedule.

I. Performance Bond. The owner of a *WCF* obtain a performance bond in an amount sufficient to guarantee removal of the *WCF*. Evidence of such performance bond shall be provided to the Township as part of a complete *WCF* application.

H.J. Indemnification. Each person that owns or operates a *WCF* shall, at its sole cost and expense, indemnify, defend and hold harmless the Township, its elected and appointed officials, employees and agents, at all times against any and all claims for personal injury, including death, and property damage arising in whole or in part from, caused by or connected with any act or omission of the person, its officers, agents, employees or

contractors arising out of, but not limited to, the construction, installation, operation, maintenance or removal of the *WCF*. Each person that owns or operates a *WCF* shall defend any actions or proceedings against the Township in which it is claimed that personal injury, including death, or property damage was caused by the construction, installation, operation, maintenance or removal of a *WCF*. The obligation to indemnify, hold harmless and defend shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, reasonable attorneys' fees, reasonable expert fees, court costs and all other costs of indemnification.

~~I~~K. Non-commercial usage exemption. Township residents utilizing satellite dishes, citizen and/or band radios, and *Antennas* for the purpose of maintaining television, phone, and/or internet connections at their residences shall be exempt from the regulations enumerated in this Article XXVIII.

~~J~~L. Historic Buildings. No *WCFs* may be located within one hundred (100) feet of any property, building or structure that is listed on either the National or Pennsylvania Registers of Historic Places, or eligible to be so listed under the Pennsylvania Historic District Act or Municipalities Planning Code, located within a historic district, or is included in the official historic structures list maintained by the Township.

M. Change in Ownership. If ownership of a *WCF* is transferred to a party other than the party designated as the owner on the application for the *WCF*, notice detailing the change in ownership shall be provided to the Township within thirty (30) days of such change in ownership.

~~K~~N. Abandonment; Removal. In the event that use of a *WCF* and/or its dedicated *Accessory Equipment* is to be discontinued, the owner shall provide written notice to the Township of its intent to discontinue use and the date when the use shall be discontinued. A *WCF* and/or dedicated *Accessory Equipment* not operated for a period of twelve (12) months shall be considered abandoned. Discontinued or abandoned *WCFs*, or portions of *WCFs*, shall be removed as follows:

- (1) All abandoned or unused *WCFs* and *Accessory Equipment* shall be removed within ninety (90) days of the cessation of operations at the site or receipt of notice that the *WCF* has been deemed abandoned by the Township, unless a time extension is approved by the Township.
- (2) If the *WCF* or *Accessory Equipment* is not removed within ninety (90) days of the cessation of operations at a site, or within any longer period approved by the Township, the *WCF* and/or associated facilities and equipment may be removed by the Township and the cost of removal assessed against the owner of the *WCF* regardless of the owner's or operator's intent to operate the *WCF* in the future.

- (3) The Township reserves the right to pursue all available remedies under the law to ensure removal of the *WCF* and restoration of the site at the expense of the owner. Any delay by the Township in taking action shall not invalidate the Township's right to take action.
- (4) Where there are two or more users of a single *WCF*, this provision shall not become effective until all users have terminated use of the *WCF* for a period of twelve (12) months.

L.O. Maintenance. The following maintenance requirements shall apply:

- (1) All *WCFs* shall be fully automated and unattended on a daily basis and shall be visited only for maintenance, repair or replacement.
- (2) Such maintenance shall be performed by the owner of the *WCF* to ensure the upkeep of the *WCF* in order to promote the safety and security of the Township's residents and in accordance with all applicable Township, state and federal regulations
- (3) All maintenance activities shall utilize nothing less than the best available technology for preventing failures and accidents. Maintenance logs will be provided to the Township upon request.

M.P. Timing of Approval. The following table details the applicable timeframe of approval for each type of *WCF* application:

Type of <i>WCF</i> /Application	Notice of Incompleteness	Final Decision
Eligible Facilities Request	30 calendar days from receipt of <u>initial application; 10 calendar days from receipt of supplemental application for subsequent notices.</u>	60 <u>total</u> calendar days <u>from receipt of initial application.</u>
<i>Small WCF (Collocated)</i>	10 <del>calendar</del> <u>business</u> days from receipt of initial or supplemental application.	60 <u>total</u> calendar days <u>from receipt of initial application.</u>
<i>Small WCF (New or Replacement Wireless Support Structure)</i>	10 <del>calendar</del> <u>business</u> days from receipt of initial or supplemental application.	90 <u>total</u> calendar days <u>from receipt of initial application.</u>

<i>Non-Tower WCF</i>	30 calendar days from receipt of application for initial notice; 10 calendar days from receipt of supplemental application for subsequent notices.	90 <u>total</u> calendar days <u>from receipt of initial application.</u>
<i>Tower-Based WCF</i>	30 calendar days from receipt of application for initial notice; 10 calendar days from receipt of supplemental application for subsequent notices.	150 <u>total</u> calendar days <u>from receipt of initial application.</u>

**§280-165 Specific Requirements for *Non-Tower Wireless Communications Facilities*.**

- A. The following regulations shall apply to all *Non-Tower WCFs* that do not meet the definition of a *Small WCF*:
- (1) All *Non-Tower WCFs* shall be subject to the approval of the Township Design Review Board.
  - (2) Permitted in Certain Districts. *Non-Tower WCFs* shall be permitted outside the public rights-of-way as a secondary use in the following zoning districts:
    - (a) R-5 Residential
    - (b) C-2 General Commercial
    - (c) C-3 Service Commercial
    - (d) PB Planned Business
    - (e) PLO Planned Laboratory Office
    - (f) PI Planned Industrial
  - (3) Application procedures.
    - (a) Applications for *Non-Tower WCFs* shall be submitted to the Township Zoning Officer. The Township Zoning Officer shall provide all applications for *Non-Tower WCFs* to the Township Planning Commission and Citizens Communications Council for additional review.
    - (b) All applications for *Non-Tower WCFs* shall include the following information:

- [i] The name and contact information, including phone number, for both the *WCF Applicant* and the owner of the proposed *Non-Tower WCF*.
- [ii] A site plan, drawn to scale, showing property boundaries, power location, total height of the *Non-Tower WCF*, the entirety of the structure upon which the *Non-Tower WCF* will be *Collocated*, and *Accessory Equipment* locations.
- [iii] A before-and-after depiction of the proposed site, such as a construction drawing, showing all equipment being proposed as part of the *Non-Tower WCF*.
- [iv] If the *Non-Tower WCF* is proposed for location on a *Wireless Support Structure* that currently supports existing *WCFs* or other attachments, the depiction shall show the location and dimensions of all such attachments.
- [v] The manufacturer and model, proposed location, and physical dimensions (including volume) of each piece of equipment proposed as part of the *Non-Tower WCF*.
- [vi] An aerial photograph of the proposed site showing the area within 500 feet of the *Non-Tower WCF*. The aerial photograph shall identify all structures within such radius.
- [vii] Photo simulations depicting the *Non-Tower WCF* from at least three locations near the proposed site. The photo simulations should reflect the proposed design and location of all equipment associated with the *Non-Tower WCF*.
- [viii] A written certification by a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the proposed *Non-Tower WCF* and *Wireless Support Structure* are structurally sound and shall not endanger public health and safety.
- [ix] A report by a qualified engineering expert which shows that the *Non-Tower WCF* will comply with applicable FCC regulations, including applicable standards for radiofrequency emissions.
- [x] A certificate of insurance as required by Section 280-165A(9).
- [xi] Certification of the application's compliance with all requirements of this Section 280-165.

[xiii] All application fees required by the Township as detailed in the Township fee schedule.

(4) Development Regulations.

- (a) The total height of any *Non-Tower WCF* shall not exceed fifteen (15) feet above the height of the *Wireless Support Structure* prior to the *Collocation* of any *WCFs*.
- ~~(a)~~(b) No more than three (3) *Non-Tower WCFs* shall be permitted on any single *Wireless Support Structure* for purposes of mitigating aesthetic impact. The Township may waive this requirement in its sole discretion.
- ~~(b)~~(c) In accordance with industry standards, all *Non-Tower WCF* applicants must submit documentation to the Township showing that the proposed *Non-Tower WCF* is designed to be the minimum height technically feasible and justifying the total height of the *Non-Tower WCF*.
- ~~(c)~~(d) If the *WCF Applicant* proposes to locate the *Accessory Equipment* in a separate building, the building shall comply with the minimum requirements for the applicable zoning district.
- ~~(d)~~(e) A security fence not to exceed eight (8) feet in height shall surround any separate communications equipment building if such communications equipment building is located at ground level. Vehicular access to the communications equipment building shall not interfere with the parking or vehicular circulations on the site for the principal use.

(5) Design.

- (a) In order to assist in evaluating the visual impact, the *WCF Applicant* shall provide color photo simulations showing the proposed site of the *Non-Tower WCF* with a photo-realistic representation of the proposed *WCF* as it would appear viewed from the closest residential property, adjacent roads and from other locations as required by the Township.
- (b) *Non-Tower WCF* shall employ *Stealth Technology* and be treated to match the *Wireless Support Structure* in order to minimize aesthetic impact. The application of the *Stealth Technology* utilized by the *WCF Applicant* shall be subject to the approval of the Township.
- (c) *Non-Tower WCFs* shall, to the extent technically feasible, incorporate architectural features, materials and colors which blend with surrounding buildings, structures, terrain or landscape.

- (d) *Non-Tower WCFs* and *Accessory Equipment* must be of a neutral color that is identical to or closely compatible with the *Wireless Support Structure* so as to make the *WCF* and *Accessory Equipment* as visually unobtrusive as possible. Roof-mounted *Non-Tower WCFs* shall match existing air-conditioning units, stairs, elevator towers or other background as nearly as possible.
- (6) Prohibited on Certain Structures. No *Non-Tower WCF* shall be located on single-family detached residences, single-family attached residences, semi-detached residences, duplexes, or any residential accessory structure.
- (7) Third Party *Wireless Support Structures*. Where the *Non-Tower WCF* is proposed for *Collocation* on a *Wireless Support Structure* that is not owned by the *WCF Applicant*, the *WCF Applicant* shall present documentation to the Zoning Officer that the owner of the *Wireless Support Structure* has authorized *Collocation* of the proposed *Non-Tower WCF*.
- (8) Retention of experts. The Township may hire any consultant(s) and/or expert(s) necessary to assist the Township in reviewing and evaluating the application for approval of the *WCF* at its sole discretion and, once approved, in reviewing and evaluating any potential violations of the terms and conditions of these *WCF* provisions. The *WCF* applicant and/or owner of the *WCF* shall reimburse the Township for all costs of the Township's consultant(s) in providing expert evaluation and consultation in connection with these activities. At the sole discretion of the Township Zoning Officer, the establishment of a Professional Services Agreement may be required.
- (9) Insurance. Each person that owns or operates a *Non-Tower WCF* shall annually provide the Township with a certificate of insurance evidencing general liability coverage in the minimum amount of \$1,000,000 per occurrence and property damage coverage in the minimum amount of \$1,000,000 per occurrence covering the *Non-Tower WCF*.
- (10) *Substantial Change*. Any *Substantial Change* to a *WCF* shall require notice to be provided to the Township Zoning Officer, and possible supplemental permit approval as determined by the Township Zoning Officer in accordance with the Township Code.
- ~~(10)~~(11) *Timing of Approval*.
- (a) Within thirty (30) calendar days of the date that an application for a *Non-Tower WCF* is filed with the Township Zoning Officer, the Township Zoning Officer shall notify the *WCF Applicant* in writing of any information that may be required to complete such application.

- (b) Within ninety (90) days of receipt of a complete application for a *Non-Tower WCF*, the Township Zoning Officer shall make a final decision on whether to approve the application and shall notify the *WCF Applicant* in writing of such decision.

**§280-166      General and Specific Requirements for *Tower-Based Wireless Communications Facilities*.**

A. The following regulations shall apply to all *Tower-Based Wireless Communications Facilities* that do not meet the definition of a *Small WCF*.

- (1) *Tower-Based WCFs* are permitted outside the public rights-of-way in the following zoning districts as a special exception, subject to the requirements of this Chapter:
  - (a) AC Agricultural Conservation
  - (b) PLO Planned Laboratory Office
  - (c) PLU Public Land Use
- (2) The Township shall provide all applications for *Tower-Based WCFs* to the Township Planning Commission and Citizens Communications Council for additional review.
- (3) Special Exception Required. *Tower-Based WCFs* are permitted outside the public rights-of-way as a special exception and at a height necessary to satisfy their function in the *WCF Applicant's* wireless communications system, subject to the requirements of this Section 280-166.
  - (a) Upon submission of an application for a *Tower-Based WCF* and the scheduling of the public hearing upon the application, the *WCF Applicant* shall provide notice pursuant to Section 280-142(G) of the Township Zoning Ordinance.
  - (b) Prior to the Zoning Hearing Boards' approval of a special exception authorizing the construction and installation of a *Tower-Based WCF*, it shall be incumbent upon the *WCF Applicant* for such special exception approval to prove to the reasonable satisfaction of the Zoning Hearing Board that the *WCF Applicant* cannot adequately extend or infill its communications system by the use of equipment installed on existing structures, such as utility poles or their appurtenances and other available structures. The *WCF Applicant* shall further demonstrate that the proposed *Tower-Based WCF* must be located where it is proposed in order to serve the *WCF Applicant's* service area and that no other viable, less-intrusive alternative location exists.

(c) The special exception application shall include the name and contact information, including phone number, for both the *WCF Applicant* and the owner of the proposed *Tower-Based WCF*.

~~(e)~~(d) The special exception application shall include a site plan, drawn to scale, showing property boundaries, power location, total height of the *Tower-Based WCF*, guy wires and anchors, existing structures, elevation drawings, typical design of proposed structures, parking, fences, landscaping and existing uses on adjacent properties.

~~(d)~~(e) The special exception application shall include aerial photographs of the area within a 500' radius of the proposed *Tower-Based WCF* and identify all existing *WCFs* in that area.

~~(e)~~(f) The special exception application shall be accompanied by a description of the type and manufacturer of the proposed transmission/radio equipment, the frequency range (megahertz band) assigned to the *WCF Applicant*, the power in watts at which the *WCF Applicant* transmits, and any relevant related tests conducted by the *WCF Applicant* in determining the need for the proposed site and installation.

~~(f)~~(g) The special exception application shall include evidence that a significant gap in wireless coverage or capacity exists in the applicable area and that the type of *WCF* being proposed is the least intrusive means by which to fill that gap in wireless coverage. The existence or nonexistence of a gap in wireless coverage shall be a factor in the Zoning Hearing Board's decision on an application for approval of *Tower-Based WCF*.

~~(g)~~(h) Where the *Tower-Based WCF* is located on a property that is not owned by the *WCF Applicant*, the *WCF Applicant* shall present evidence to the Zoning Hearing Board that the owner of the property has granted an easement or other property right, if necessary, for the proposed *WCF* and that vehicular access will be provided to the facility.

~~(h)~~(i) The special exception application shall include a written certification by a structural engineer licensed in the Commonwealth of Pennsylvania of the proposed *WCF's* ability to meet the structural standards offered by either the Electronic Industries Association or the Telecommunication Industry Association and certify the proper construction of the foundation and the erection of the structure.

~~(i)~~(j) An application for a new *Tower-Based WCF* shall demonstrate that the proposed *Tower-Based WCF* cannot be accommodated on an existing *Wireless Support Structure*. Zoning Hearing Board may deny an application to construct a new *Tower-Based WCF* if the *WCF Applicant* has not made a good faith effort to mount the *Antenna(s)* on an existing *Wireless*

*Support Structure.* The *WCF Applicant* shall demonstrate that it contacted the owners of all potentially feasible structures, buildings, and towers within a one (1) mile radius of the site proposed, sought permission to install an *Antenna* on those structures, buildings, and towers and was denied for one of the following reasons:

- [i] No existing support structure, building or other structure are located within the geographic area which meet the applicant's engineering requirements.
- [ii] Existing support structures, buildings or other structures are not of sufficient height to meet the applicant's engineering requirements.
- [iii] Existing support structures, buildings or other structures do not have the strength to support the applicant's equipment.
- [iv] The applicant's equipment would cause electromagnetic interference with equipment on the existing support structure, building or other structure.
- [v] Fees, costs or contractual provisions required by the owner in order to share an existing location or to adapt for the applicant are unreasonable. Costs exceeding new construction for a support structure are presumed to be unreasonable.
- [vi] The applicant demonstrates that there are other limiting factors that render other locations unsuitable.
- [vii] The applicant demonstrates that an alternative technology that does not require the use of a support structure, such as cable microcell network using multiple low-powered transmitters/receivers attached to a wireline system, is not suitable. Costs of alternative technology that exceed costs for the construction of a *Wireless Support Structure* and *Antenna* development shall not be presumed to render the technology unsuitable.

~~(k)~~ (k) The special exception application shall include a report by a qualified engineering expert which shows that the *Tower-Based WCF* will comply with applicable FCC regulations, including applicable standards for radiofrequency emissions.

~~(l)~~ (l) The special exception application shall also be accompanied by documentation demonstrating that the proposed *Tower-Based WCF* complies with all applicable provisions of this Article XXVIII.

(4) Development Regulations.

- (a) *Tower-Based WCFs* shall not be located in, or within one hundred (100) feet of an area in which all utilities are located underground.
- (b) In no case shall a *Tower-Based WCF* be located within 200 feet of any adjacent residential zoning district or property used for residential purposes.
- (c) Combined with another use. A *Tower-Based WCF* may be permitted on a property with an existing use, or on a vacant parcel in combination with another use, except residential, subject to the following conditions:
  - [i] The existing use on the property may be any permitted use in the applicable district and need not be affiliated with the *WCF*.
  - [ii] Minimum lot area. The minimum lot shall comply with the requirements for the applicable zoning district and shall be the area needed to accommodate the *Tower-Based WCF* and *Accessory Equipment*, any guy wires, the equipment building, security fence, and applicable screening.

(5) Design Regulations.

- (a) Height. Any *Tower-Based WCF* shall be designed at the minimum functional height. The maximum total height of a *Tower-Based WCF* which is not located in the public ROW shall not exceed 120 feet, as measured vertically from the ground level to the highest point on the *Tower-Based WCF*, including *Antennas* and subsequent alterations.
- (b) Visual Appearance and Land Use Compatibility.
  - [i] *Tower-Based WCFs* shall employ *Stealth Technology* which may include the *Wireless Support Structure* being painted a certain color as approved by Zoning Hearing Board or utilizing a galvanized finish.
  - [ii] All *Tower-Based WCFs* and *Accessory Equipment* shall be aesthetically and architecturally compatible with the surrounding environment and shall maximize the use of a like facade to blend with the existing surroundings and neighboring buildings to the greatest extent possible.
  - [iii] The Zoning Hearing Board shall consider whether its decision upon the subject application will promote the harmonious and orderly development of the zoning district involved; encourage compatibility with the character and type of development existing in

the area; prevent a negative impact on the aesthetic character of the community; preserve woodlands and trees existing at the site to the greatest possible extent; and encourage sound engineering and land development design and construction principles, practices and techniques.

- (c) *Anti-Climbing Device*. If deemed necessary by the Zoning Hearing Board, a *Tower-Based WCF* shall be equipped with an anti-climbing device, as approved by the manufacturer.
- (d) *Minimum Setbacks*. The minimum distance between the base of a *Tower-Based WCF* and any adjoining property line or street Right-of-Way line shall equal 75% of the proposed *WCF* structure's height or the applicable principal building setback, whichever is greater, unless the *Applicant* shows to the satisfaction of Zoning Hearing Board that the proposed *Tower-Based WCF* has been designed in such a manner that a lesser setback will have no negative effects on public safety.

(6) *Surrounding Environs*.

- (a) The *WCF Applicant* shall ensure that the existing vegetation, trees and shrubs located within proximity to the *WCF* structure shall be preserved to the maximum extent possible.
- (b) The *WCF Applicant* shall submit a soil report to Zoning Hearing Board complying with the standards of Appendix I: Geotechnical Investigations, ANSI/TIA-222, as amended, to document and verify the design specifications of the foundation of the *Tower-Based WCF*, and anchors for guy wires, if used.

(7) *Fence/Screen*.

- (a) A security fence having a height not to exceed eight (8) feet shall completely surround any *Tower-Based WCF* located outside the Public Rights-of-Way, as well as *Accessory Equipment*, guy wires, or any building housing *Accessory Equipment*.
- (b) Landscaping shall be required to screen as much of a newly constructed *Tower-Based WCF* as possible. Zoning Hearing Board may permit any combination of existing vegetation, topography, walls, decorative fences or other features instead of landscaping, if, in the discretion of Zoning Hearing Board, they achieve the same degree of screening.

(8) *Accessory Equipment*.

- (a) *Accessory Equipment* shall not intrude into the minimum setback requirements for the district in which the wireless communication facility is located or exceed a maximum height of 15 feet.
  - (b) Ground-mounted *Accessory Equipment* associated or connected with a *Tower-Based WCF* shall not be located within two-hundred (200) feet of a lot in residential use.
  - (c) *Accessory Equipment* associated, or connected, with a *Tower-Based WCF* shall be placed underground or screened from public view using *Stealth Technology*. All ground-mounted *Accessory Equipment*, utility buildings and accessory structures shall be architecturally designed to be concealed from public view to the maximum extent possible and be compatible with the architecture of surrounding buildings, structures or landscape.
  - (d) Either one single-story wireless communications equipment building not exceeding five hundred (500) square feet in area or its equivalent may be permitted for each unrelated company sharing *Antenna* space on the *Tower-Based WCF*.
- (9) *Additional Antennas*. As a condition of approval for all *Tower-Based WCFs*, the *WCF Applicant* shall provide the Zoning Hearing Board with a written commitment that it will allow other service providers to *Collocate Antennas* on the *Tower-Based WCF* where technically and economically feasible. To the extent permissible under state and federal law, the owner of a *Tower-Based WCF* shall not install any additional *Antennas* without complying with the applicable requirements of this Article XXVIII.
- (10) *FCC License*. Each person that owns or operates a *Tower-Based WCF* shall submit a copy of its current *FCC* license, including the name, address, and Emergency telephone number for the operator of the facility.
- ~~(11)(1) *Signs*. All *Tower-Based WCFs* shall post a sign in a readily visible location identifying the name and phone number of a party to contact in the event of an Emergency. The only other signage permitted on the *WCF* shall be those required by the *FCC*, or any other federal or state agency.~~
- (12)(11) *Lighting*. No *Tower-Based WCF* shall be artificially lighted, except as required by law. If lighting is required, the *WCF Applicant* shall provide a detailed plan for sufficient lighting, demonstrating as unobtrusive and inoffensive an effect as is permissible under state and federal regulations. The *WCF Applicant* shall promptly report any outage or malfunction of FAA-mandated lighting to the appropriate governmental authorities and to the Township Secretary.
- (13)(12) *Storage*. The storage of unused equipment, materials or supplies is prohibited on any *Tower-Based WCF* site.

~~(14)~~(13) Repair of Non-Conforming *Tower-Based WCF*. Non-conforming *Tower-Based WCFs* which are hereafter damaged or destroyed due to any reason or cause may be repaired and restored at their former location but must otherwise comply with the terms and conditions of this section. The *Collocation of Antennas* is permitted on non-conforming structures.

~~(15)~~(14) Insurance. Each person that owns or operates a *Tower-Based WCF* shall provide the Township Zoning Officer with a certificate of insurance evidencing general liability coverage in the minimum amount of \$5,000,000 per occurrence and property damage coverage in the minimum amount of \$5,000,000 per occurrence covering the *Tower-Based WCF*.

~~(16)~~(15) Timing of Approval.

- (a) Within thirty (30) calendar days of the date that an application for a *Tower-Based WCF* is filed with the Township Zoning Officer, the Township Zoning Officer shall notify the *WCF Applicant* in writing of any information that may be required to complete such application.
- (b) Within one hundred fifty (150) days of receipt of a complete application for a *Tower-Based WCF*, Zoning Hearing Board shall make a decision to approve or deny the proposed *Tower-Based WCF* and the Township Zoning Officer shall issue the required building and zoning permits authorizing construction of the *WCF*.

**§280-167 Regulations Applicable to all *Small Wireless Communications Facilities*. The following regulations shall apply to *Small Wireless Communications Facilities*:**

A. Application Procedures.

- (1) *Small WCFs* shall be a permitted use in all Township zoning districts, subject to the requirements of this Section 280-167 and generally applicable permitting as required by the Township Code.
- (2) Applications for *Small WCFs* shall be submitted to the Township Zoning Officer. The Township Zoning Officer shall provide all applications for *Small WCFs* to the Township Planning Commission and Citizens Communications Council for additional review.
- (3) Applications for *Small WCFs* shall include the following:
  - (a) The name and contact information, including phone number, for both the *WCF Applicant* and the owner of the proposed *Small WCF*.

- (b) A cover letter detailing the location of the proposed site, all equipment being proposed as part of the *Small WCF*, and a certification that the *WCF Applicant* has included all information required by the Township Code, signed by a representative of the *WCF Applicant*.
- (c) A before-and-after depiction of the proposed site, such as a construction drawing, showing all equipment being proposed as part of the *Small WCF*.
  - [1] If the *Small WCF* is proposed for location on an existing or replacement Wireless Support Structure that currently supports existing attachments, the depiction shall show the location and dimensions of all such attachments.
  - [2] If installation of a new or replacement *Wireless Support Structure* is being proposed, the depiction shall include the color, dimensions, material and type of *Wireless Support Structure* proposed.
- (d) The manufacturer and model, proposed location, and physical dimensions (including volume) of each piece of equipment proposed as part of the *Small WCF*.
- (e) An aerial photograph of the proposed site showing the area within 500 feet of the *Small WCF*. The aerial photograph shall identify all structures within such radius.
- (f) Photo simulations depicting the *Small WCF* from at least three locations near the proposed site. The photo simulations should reflect the proposed design and location of all equipment associated with the *Small WCF*.
- (g) A written certification by a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the proposed *Small WCF* and *Wireless Support Structure* are structurally sound and shall not endanger public health and safety.
- (h) A report by a qualified engineering expert which shows that the *Small WCF* will comply with applicable FCC regulations, including applicable standards for radiofrequency emissions.
- (i) A certificate of insurance as required by Section 280-167J.

(j) Certification of the application's compliance with all requirements of this Section 280-167.

(k) All application fees required by the Township as detailed in the Township fee schedule.

(4) Timing of Approval.

(a) Within ten (10) business days of the date that an application for a *Small WCF* is filed with the Township Zoning Officer, the Township shall notify the *WCF Applicant* in writing of any information that may be required to complete such application. The applicant may then resubmit its application, at which point the applicable timeframe for approval shall restart. Any subsequent notice of incompleteness shall be issued within ten (10) business days of receipt of a resubmitted application and shall toll the applicable timeframe for approval until such time as the application is resubmitted.

(b) Within sixty (60) days of receipt of an application for *Collocation* of a *Small WCF* on a preexisting *Wireless Support Structure*, the Township Zoning Officer shall make a final decision on whether to approve the application and shall notify the *WCF Applicant* in writing of such decision.

(c) Within ninety (90) days of receipt of an application for a *Small WCF* requiring the installation of a new or replacement *Wireless Support Structure*, the Township Zoning Officer shall make a final decision on whether to approve the application and shall notify the *WCF Applicant* in writing of such decision.

(d) If the Township denies an application for a *Small WCF*, the Township shall provide the *WCF Applicant* with written documentation of the basis for denial, including the specific provisions of the Township Code on which the denial was based, within five (5) business days of the denial.

(e) The *WCF Applicant* may cure the deficiencies identified by the Township and resubmit the application within thirty (30) days of receiving the written basis for the denial without being required to pay an additional application fee. The Township shall approve or deny the revised application within thirty (30) days of the application being resubmitted for review.

Commented [MR1]: Added per PA Act 50.

(5) Consolidated applications. A single *WCF Applicant* may not submit more than one consolidated or 20 single applications for *Collocated Small WCFs* in a 30-day period. If the Township receives more than one consolidated application or 20 single applications within a 45-day period, the applicable timeframe under Section 280-167A(4) shall be extended by 15 days.

Commented [MR2]: Added per PA Act 50.

B. Location and development standards.

(1) *Small WCFs* in the public ROW requiring the installation of a new *Wireless Support Structure* shall not be located in front of any building entrance or exit.

(2) All *Small WCFs* shall comply with the applicable requirements of the Americans with Disabilities Act and all Township Code requirements applicable to streets and sidewalks.

C. Time, Place and Manner. Once approved, the Township shall determine the time, place and manner of construction, maintenance, repair and/or removal of all *Small WCFs* in the ROW based on public safety, traffic management, physical burden on the ROW, and related considerations.

D. Attachment to municipal structures. The Township shall allow the *Collocation* of *Small WCFs* to structures owned by the Township in accordance with the hierarchy detailed in this section. If the *WCF Applicant* is proposing the *Collocation* of a *Small WCF* on a lower priority structure, it shall be a condition to the approval of the application that the *WCF Applicant* provide evidence that *Collocation* on a higher priority structure or *Wireless Support Structure* owned by a third-party is not *Technically Feasible*. In order from most preferable to least preferable, the Township's *Collocation* preferences are as follows.

(1) Power poles;

(2) Traffic signage poles without traffic signals;

(3) Traffic signal poles;

(4) Decorative light poles.

**Commented [MR3]:** Hierarchy proposed per Planning Commission/CCC comments. May be modified as the Township sees fit.

E. Obstruction. *Small WCFs* and *Accessory Equipment* shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, create safety hazards to pedestrians and/or motorists, or to otherwise inconvenience public use of the ROW as determined by the Township.

F. Graffiti. Any graffiti on a *Small WCF*, including the *Wireless Support Structure* and any *Accessory Equipment*, shall be removed at the sole expense of the owner within ten (10) calendar days of notification by the Township.

G. Design standards. All *Small WCFs* in the Township shall comply with the requirements of the Township *Small Wireless Communications Facility Design Manual*. A copy of such shall be kept on file at the Township Department of Community Development.

H. Obsolete equipment. As part of the construction, *Modification* or *Replacement* of a *Small WCF*, the *WCF Applicant* shall remove any obsolete or abandoned equipment from the *Wireless Support Structure*.

- I. Relocation or Removal of Facilities. Within ninety (90) days following written notice from the Township, or such longer period as the Township determines is reasonably necessary or such shorter period in the case of an emergency, an owner of a *Small WCF* in the ROW shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any *WCF* when the Township, consistent with its police powers and applicable Public Utility Commission regulations, shall determine that such removal, relocation, change or alteration is reasonably necessary under the following circumstances:
- (1) The construction, repair, maintenance or installation of any Township or other public improvement in the right-of-way;
  - (2) The operations of the Township or other governmental entity in the Right-of-Way;
  - (3) Vacation of a street or road or the release of a utility easement; or
  - (4) An emergency that constitutes a clear and immediate danger to the health, welfare, or safety of the public as determined by the Township.
- J. Time limit for completion of construction. The proposed *Collocation*, the *Modification* or *Replacement* of a *Wireless Support Structure* or the installation of a new *Wireless Support Structure* with *Small WCF* attached for which a permit is granted under this section shall be completed within one year of the permit issuance date unless the Township and the *WCF Applicant* agree in writing to extend the period.
- K. Reimbursement for ROW Use. In addition to permit fees as described in this section, every *Small WCF* in the ROW is subject to the Township's right to fix annually a fair and reasonable fee to be paid for use and occupancy of the ROW. Such compensation for ROW use shall be directly related to the Township's actual ROW management costs including, but not limited to, the costs of the administration and performance of all reviewing, inspecting, permitting, supervising and other ROW management activities by the Township. The owner of each *Small WCF* shall pay an annual fee to the Township to compensate the Township for the Township's costs incurred in connection with the activities described above. Such fees shall comply with the applicable requirements of the Federal Communications Commission.
- L. Insurance. Each person that owns or operates a *Small WCF* shall annually provide the Township with a certificate of insurance evidencing general liability coverage in the minimum amount of \$1,000,000 per occurrence and property damage coverage in the minimum amount of \$1,000,000 per occurrence covering the *Small WCF*.

## **SECTION II. Miscellaneous**

- A. Police powers. The Township, by granting any permit or taking any other action pursuant to this chapter, does not waive, reduce, lessen or impair the lawful police powers vested in the Township under applicable federal, state and local laws and regulations.



**THE TOWNSHIP OF RADNOR**



**SMALL WIRELESS COMMUNICATIONS FACILITY  
DESIGN MANUAL**

## SECTION I. DEFINITIONS

The following terms are defined as follows:

1. *Accessory Equipment* – Any equipment serving or being used in conjunction with a *Wireless Communications Facility* or *Wireless Support Structure*, including but not limited to transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets and storage sheds, shelters or similar structures.
2. *Antenna* – An apparatus designed for the purpose of emitting radiofrequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communications Commission authorization, for the provision of wireless service and any commingled information services.
3. *Collocation* – The mounting of one or more *Wireless Communications Facilities*, including antennae, on a pre-existing structure, or modifying a structure for the purpose of mounting or installing a *Wireless Communications Facility* on that structure.
4. *Decorative Pole* – A Township-owned pole that is specially designed and placed for aesthetic purpose and on which no appurtenances or attachments, other than a *Small Wireless Communications Facility*, lighting, banners, or municipal attachments have been placed or are permitted to be placed.
5. *Front Façade Area* – The area of the public right-of-way directly in front of a structure, identified by drawing a perpendicular line from each corner of the front of the structure to the public right-of-way.
6. *Prior Approved Design* – A design for a small *Wireless Communications Facility* that has been reviewed and deemed to be in accordance with this Design Manual and approved for construction by the Township.
7. *Small Wireless Communications Facility* -- A *Wireless Communications Facility* that meets each of the following criteria:
  - (1) The *Wireless Communications Facility* —
    - (i) is mounted on a *Wireless Support Structure* that is 50 feet or less in height, or
    - (ii) is mounted on a *Wireless Support Structure* that is no more than 10 percent taller than other adjacent structures, or

(iii) does not extend an existing *Wireless Support Structure* to a height of more than 50 feet or by more than 10 percent above its preexisting height prior to the installation of any *Wireless Communications Facilities*, whichever is greater; and

(2) Each *Antenna* associated with the deployment of the *Wireless Communications Facility* (excluding the associated equipment) is no more than three cubic feet in volume; and

(3) All wireless equipment associated with the *Wireless Support Structure* including the wireless equipment associated with the *Antenna* and any pre-existing associated equipment on the *Wireless Support Structure*, are cumulatively no more than 28 cubic feet in volume.

(4) The *Wireless Communications Facility* does not require antenna structure registration under 47 CFR Part 17;

(5) The *Wireless Communications Facility* is not located on Tribal lands, as defined under 36 CFR 800.16(x); and

(6) The *Wireless Communications Facility* does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 CFR 1.1307(b).

8. *Stealth Technology* — Camouflaging methods applied to *Wireless Communications Facilities* and accessory equipment which render them more visually appealing or blend the proposed facility into the existing structure or visual backdrop in such a manner as to render it minimally visible to the casual observer. Such methods include, but are not limited to, architecturally screened roof-mounted *Antennas*, building-mounted *Antennas* painted to match the existing structure and *Wireless Communications Facilities* constructed to resemble trees, shrubs, and light poles.
9. *Technically Feasible* – By virtue of engineering or spectrum usage, the proposed placement for a small wireless facility or its design or site location can be implemented without a material reduction in the functionality of the *Small Wireless Communications Facility*.
10. *Underground District* – A zoning district in which all utility installations are required to be installed underground on a non-discriminatory basis.
11. *Wireless Communications Facility Applicant (WCF Applicant)* -- Any person that applies for a *Wireless Communications Facility* building permit, zoning approval and/or permission to use the public ROW or other Township-owned or third party land or property.

12. *Wireless Support Structure*—a pole, tower, base station, or other building, whether or not it has an existing *Antenna* facility, that is used or to be used for the provision of wireless service (whether on its own or comingled with other types of services).

## **SECTION II. GENERAL STANDARDS FOR *SMALL WIRELESS COMMUNICATIONS FACILITIES***

1. All *Small WCFs* shall be installed in and maintained in a workmanlike manner in compliance with the National Electric Safety Code, the National Electrical Code, the structural standards of the American Association of State Highway and Transportation Officials, and any other industry standard applicable to the *WCF*, as applicable.
2. All *Small WCFs* shall comply with the Americans with Disabilities Act guidelines adopted by the Township and all applicable requirements relating to streets and sidewalks as established by Chapter 250 of the Township Code.
3. *Wireless Support Structures* installed or replaced in order to accommodate attached *Small WCFs* shall be a minimum of two (2) feet from any sidewalk, path or trail and shall not obstruct vehicular, pedestrian, or cyclist traffic or sight lines.
4. All *Small WCFs* shall comply with applicable federal and state standards regarding pedestrian access and movement.
5. All *Small WCFs* shall be designed and constructed in an effort to minimize aesthetic impact to the extent *Technically Feasible*. All applications for a *Small WCF* shall identify all design features intended to minimize aesthetic impact.
6. No *Small WCFs* shall extend beyond the boundaries of the rights-of-way unless approved on a case-by-case basis by the Township Zoning Officer. If a *Small WCF* or any portion thereof is to be located on private property, the *WCF Applicant* shall provide to the Township evidence that the owner of such private property has granted the *WCF Applicant* an easement or other right to construct the *Small WCF*.
7. All *Small WCFs* shall be designed to withstand the effects of wind gusts and ice to the standard designed by the American National Standards Institute as prepared by the engineering departments of the Electronics Industry Association and Communications Industry Association (ANSI/TIA-222, as amended), or to the industry standard applicable to the structure.

8. If *Collocation* of a *Small WCF* on an existing *Wireless Support Structure* cannot be achieved, a *Small WCF* may be installed on a new or replacement *Wireless Support Structure*.
9. No more than one (1) *Small WCF* shall be permitted on a single *Wireless Support Structure*.
10. *Small WCFs* shall not interfere with seasonal installations, such as holiday lights or banners.

### **SECTION III.            *ANTENNA AND ACCESSORY EQUIPMENT STANDARDS***

#### **1. *Antenna Standards***

- a. Any *Antenna* associated with a *Small WCF* shall not exceed three (3) cubic feet in volume.
- b. The *Collocation* of a *Small WCF* on an existing *Wireless Support Structure* shall not extend more than five (5) feet above the existing *Wireless Support Structure*.
- c. All pole-top *Antennas* shall be flush-mounted as closely to the top of the *Wireless Support Structure* as *Technically Feasible*.
- d. All *Antennas* shall be of a design, style, and color that matches the *Wireless Support Structure* upon which they are attached.
- e. Any necessary pole-top extension shall be of the minimum height necessary to achieve separation from the existing pole attachments in accordance with the National Electric Safety Code and any other industry standard applicable to the *WCF*.
- f. Any *Antenna* mounted on a lateral standoff bracket shall protrude no more than necessary to meet clearances from the pole and existing pole attachments in accordance with the National Electric Safety Code and any other industry standard applicable to the *WCF*.
- g. If mounted on an existing *Wireless Support Structure*, no *Antenna* shall impair the function of said structure.
- h. *Antenna* placement shall not materially impair light, air, or views from adjacent windows.

## 2. *Accessory Equipment Standards*

- a. All *Accessory Equipment* associated with a *Wireless Support Structure* shall not exceed twenty-eight (28) cubic feet in volume. Equipment utilized solely for mitigation of the aesthetic impact of the *Small WCF* or required for utility service shall not be included in the *Accessory Equipment* volume calculation.
- b. *Accessory Equipment* shall be mounted flush to the side of a *Wireless Support Structure*, or as near flush to the side of a *Wireless Support Structure* as *Technically Feasible*.
- c. Pole-mounted *Accessory Equipment* shall be mounted so as to provide a minimum of fifteen (15) feet vertical clearance from ground level.
- d. All *Accessory Equipment* shall be placed underground in residential districts except on arterial roads and expressways, as defined by the Township Design Standards for Subdivision of Land, Article V, Section 255-27 Part B.
- e. *Accessory Equipment* shall be of a color that matches the *Wireless Support Structure* upon which such *Accessory Equipment* is mounted.
- f. All *Accessory Equipment* shall be contained within a single equipment shroud or cabinet. Such equipment shroud or cabinet shall be of the smallest dimensions *Technically Feasible*.
- g. All *Small WCFs* shall post a sign with a maximum size of 1.5 square feet in a readily visible location identifying the name and phone number of a party to contact in the event of an emergency. The only other signage permitted shall be that required by the FCC or any other federal or state agency. All signage associated with a *Small WCF* shall be clearly shown in the application and shall be subject to approval by the Township Zoning Officer.
- h. The placement of *Accessory Equipment* shall not materially impair light, air, or views from adjacent windows.
- i. No *Accessory Equipment* shall feature any visible lighting, including flashing indicator lights, unless required by state or federal law.

### 3. Wiring Standards

- a. Exposed wiring is prohibited on any *Small WCF*, *Accessory Equipment*, or *Accessory Equipment* enclosure.
- b. Transmission, fiber, power cables and any other wiring shall be contained within any *Wireless Support Structure* for which such concealment is *Technically Feasible*. If such wiring cannot be contained within the *Wireless Support Structure*, all wiring shall be contained within conduit or U-guard that is flush-mounted to the *Wireless Support Structure*.
- c. All wiring shall be installed tautly and without excessive slack or extra cable storage on the *Wireless Support Structure*.
- d. Any conduit or U-guard shall be of a color that matches the *Wireless Support Structure* to which the *Small WCF* is attached.
- e. Loops of extra wiring shall not be attached to any *Wireless Support Structure*.

## SECTION IV. WIRELESS SUPPORT STRUCTURE STANDARDS

### 1. Replacement *Wireless Support Structures*

- a. The maximum height of any proposed replacement *Wireless Support Structure* shall be fifty (50) feet above ground level less.
- b. Any replacement *Wireless Support Structure* shall be of comparable materials and design to the existing *Wireless Support Structure* being replaced except as otherwise required by the pole owner.
- c. Any replacement *Wireless Support Structure* shall be placed within a five (5) foot radius of the existing *Wireless Support Structure* being replaced.
- d. Any replacement *Wireless Support Structure* shall be designed to accommodate all uses that existed on the *Wireless Support Structure* being replaced. As part of an application for a *Small WCF*, the applicant shall provide documentation from a structural engineer licensed in the Commonwealth of Pennsylvania confirming that the replacement *Wireless Support Structure*, *Small WCF*, and prior existing uses shall be structurally sound.

## 2. New *Wireless Support Structures*

- a. The maximum height of any new *Wireless Support Structure* shall be fifty (50) feet above ground level.
- b. Any new *Wireless Support Structure* shall be of comparable materials and design to adjacent *Wireless Support Structures* except as required by the pole owner.
- c. Any *Small WCF* requiring the installation of a new *Wireless Support Structure* shall be set back from any residential structure by a minimum distance of at least 100% of the height of the proposed *Small WCF*.
- d. New *Wireless Support Structures* shall be designed to match the design of existing light poles within a five hundred (500) foot radius.
- e. To the extent *Technically Feasible*, no new *Wireless Support Structure* shall be installed:
  - i. In the Front Façade Area of any residential structure;
  - ii. Within ten (10) feet of the edge of any driveway; or
  - iii. In the public rights-of-way directly opposite any driveway.
- f. *Decorative Poles*:
  - i. No *Small WCF* shall be permitted on an existing *Decorative Pole* unless the *WCF Applicant* provides documentation showing that such *Decorative Pole* is the only *Technically Feasible* location for placement and that no suitable alternative sites exist.
  - ii. *Decorative Poles* shall be required:
    1. For the replacement of any existing *Decorative Pole*; and
    2. In any zoning district where all utilities are required to be placed underground on a non-discriminatory basis.
  - iii. For any replacement *Decorative Pole*, the new *Decorative Pole* shall match the existing *Decorative Pole* in shape, design, color, and material to the

extent *Technically Feasible*. The Township shall have final approval of any such replacement *Decorative Pole*.

- iv. No *Small WCF* shall be permitted on an existing *Decorative Pole* unless the applicant provides documentation showing that such *Decorative Pole* is the only *Technically Feasible* location for placement and that no suitable alternative sites exist. The *WCF Applicant* shall provide documentation from a structural engineer that said *Decorative Pole* can support the additional loads.

## **SECTION V. APPROVAL**

1. The Township Zoning Officer shall reasonably determine whether a proposed *Small WCF* design complies with the requirements of this Design Manual. If the proposed *Small WCF* requires the installation of a new or replacement *Wireless Support Structure*, the Township Design Review Board shall make this determination at a scheduled public meeting.
2. Any requests for relief from the requirements of this Design Manual shall be considered on a case-by-case basis by the Township Zoning Officer and shall be approved upon a determination by the Township Zoning Officer that such relief is necessary to prevent the effective prohibition of wireless service pursuant to the rules of the Federal Communications Commission.
3. Upon approval of a design for a *Small WCF* requiring relief from the requirements of this Design Manual, such design shall be incorporated by reference into this Design Manual as a *Prior Approved Design*.
4. All requirements herein shall apply to any *Small WCF* constructed after the date on which the Township adopts this Design Manual. The requirements of this Design Manual shall not apply to any *Small WCF* constructed prior to the date of adoption, except that any modification, repair or replacement shall be performed in compliance with these requirements.

## **SECTION VI. PRIOR APPROVED DESIGNS**

1. A record of *Prior Approved Designs* shall be kept on file at the Township Department of Community Development.

### ***Small Wireless Communications Facility Design Checklist***

The information detailed in the following checklist shall be included with any application for a *Small Wireless Communications Facility*:

<b>Item</b>	<b>Description</b>	<b>Included in Application?</b>	
		<b>Yes</b>	<b>No</b>
<b>Cover Letter</b>	<ul style="list-style-type: none"> <li>• The application shall include a cover letter detailing the location of the proposed site, all equipment being proposed, and a certification that the applicant has included all information required by the Township Code.</li> </ul>		
<b>Site Information</b>	<ul style="list-style-type: none"> <li>• Depiction of the proposed site shall show all proposed equipment associated with the <i>Small Wireless Communications Facility</i>.</li> <li>• The manufacturer and model, proposed location, and dimensions of each piece of equipment should be clearly shown.</li> <li>• Before and after diagrams of the proposed site showing the dimensional changes shall be included.</li> <li>• If the proposed <i>Wireless Support Structure</i> supports existing attachments, the depiction of the proposed site shall show the location and dimensions of all such attachments.</li> <li>• If installation of a new <i>Wireless Support Structure</i> is being proposed, the depiction of the proposed site shall include the color, dimensions, material and type of <i>Wireless Support Structure</i> proposed.</li> <li>• The depiction of the proposed site shall show the location of any existing structures within one hundred (100) feet of the proposed location, including but not limited to residential structures, commercial structures, light poles, traffic signals, traffic signage, and existing <i>Wireless Support Structures</i>.</li> <li>• An aerial photograph of the area within a 500' radius of the <i>Small WCF</i> and identify all <i>WCFs</i> in that area.</li> </ul>		

<p><b>Photo Simulations</b></p>	<ul style="list-style-type: none"> <li>• Photo simulations shall depict the <i>Small Wireless Communications Facility</i> from at least three locations near the proposed site at 90 degrees from the other.</li> <li>• The photo simulations should reflect the proposed design and location of all <i>Accessory Equipment</i> associated with the <i>Small Wireless Communications Facility</i> to scale.</li> </ul>		
<p><b>Paint</b></p>	<ul style="list-style-type: none"> <li>• <i>Accessory Equipment</i> shall be painted a color that matches the <i>Wireless Support Structure</i> upon which such <i>Accessory Equipment</i> is mounted.</li> <li>• Application shall include the proposed paint color of any <i>Accessory Equipment</i> necessary to achieve aesthetic uniformity of the site.</li> </ul>		
<p><b>Wiring</b></p>	<ul style="list-style-type: none"> <li>• All proposed wires associated with the <i>Small Wireless Communications Facility</i> shall be clearly shown.</li> <li>• A depiction and description of the concealment methods to be utilized for the wiring shall be included.</li> <li>• No exposed wiring is permitted.</li> </ul>		
<p><b>Signage</b></p>	<ul style="list-style-type: none"> <li>• Signage shall be posted in a readily visible location and identify the owner's permit number and the name and phone number of a party to contact in the event of an emergency.</li> <li>• If required, FCC-mandated signage is permitted. The <i>WCF Applicant</i> shall identify such signage in its application.</li> </ul>		

TOWNSHIP OF RADNOR  
DELAWARE COUNTY, PENNSYLVANIA

RESOLUTION \_\_\_\_\_

FEE SCHEDULE FOR WIRELESS COMMUNICATIONS FACILITIES

THIS RESOLUTION is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by the Board of Commissioners of the Township of Radnor to establish fees for wireless communications facilities both inside and outside the public rights-of-way.

§ \_\_\_\_\_ Wireless Communications Facilities Fees

Pursuant to (Paragraph and Provision) of the Code of the Township of Radnor, adopted (Date), the following fees are hereby established.

Fee Schedule

Applications

Non-Tower WCF	\$1,000
Small WCF (collocated)	\$500 for up to five (5) Small WCFs in single application, \$100 for each Small WCF thereafter in same application.
Small WCF (requiring new/replacement wireless support structure)	\$1,000
Tower-Based WCF	\$2,500

Annual Fees

ROW Use Fee (per WCF)	\$270
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APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania.

ATTEST:

RADNOR TOWNSHIP  
BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Chairman

**Commented [MR1]:** The fees below, excluding Tower-Based WCF outside ROW and Non-Tower WCF, are the maximums permitted under the FCC's September 2018 Declaratory Ruling.

As discussed, the Township may elect to impose lesser fees in order to encourage deployment of wireless facilities.

Radnor Township, PA  
 2022 Budget and Five-Year Forecast Implementation Calendar  
 Version 2 – DRAFT – August 30, 2021



**June**

21	2022 Budget Kickoff Meeting / Central Budget Entry for 2022 Open
22	Departments begin preparation of revenue and expense estimates for 2022

**July**

1 – 22	Schedule Dept meetings with Finance to Update Capital Plan
12	BOC Regular Meeting – Budget Calendar Distributed to the Board
30	Departments: Operating Budgets, Narratives and Capital Plan Numbers Due Departments: Consolidated Fee Schedule Updates are Due

**August**

2 – 6	Department Heads   Meet with Township Manager to review budget presentation
16	BOC Regular Meeting   Preliminary Budget Published to BOC
30 – 31	Preliminary Budget Presentation (recorded / video style)
31	Schedule Specific Discussions: <ul style="list-style-type: none"> <li>• Community Organizations Funding</li> <li>• Capital Funding</li> <li>• Operational Reviews</li> <li>• Other Items</li> </ul>

**September**

13 – 14	Department Heads   Finalize budget figures with Finance Director & Manager
15 – 17	Finalize Budget Document
20	BOC Regular Meeting   Presentation of Township Manager’s Recommended Budget
20	BOC Regular Meeting   Adopt Prelim. 2022 MMO Resolution [State Law Requirement]

**October**

18	BOC Regular Meeting
25	BOC Regular Meeting   Adoption of [Preliminary] Recommended Comprehensive Budget \$7.06[A](2)

**November**

8	BOC Regular Meeting   Introduction of Final Budget Ordinances
22	BOC Regular Meeting: Final Public Hearing and Adoption of Budget Legislation: <ul style="list-style-type: none"> <li>• Ord: 2022-xx Tax Rates   Sewer Rent Rates   Stormwater Fee Rate</li> <li>• Ord: 2022-xx Consolidated Fee Schedule</li> <li>• Ord: 2022-xx Appropriation Budget                     <ul style="list-style-type: none"> <li>○ Included w/ Budget: Five Year Capital Program</li> <li>○ Included w/ Budget: Five Year Financial Forecast</li> </ul> </li> <li>• Res: 2022-xx Wage and Salary Schedule</li> </ul>

**December**

13	BOC Regular Meeting
20	BOC Regular Meeting

June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**RESOLUTION NO. 2021-100**

**A RESOLUTION OF RADNOR TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA,  
AUTHORIZING THE ENGINEERING DEPARTMENT  
TO RECEIVE SEALED BIDS FOR THE  
SOUTH WAYNE AVENUE STORMWATER MANAGEMENT PROJECT**

*WHEREAS*, Radnor Township recognizes the need to reduce the flooding in the South Wayne Avenue area;

*WHEREAS*, Opportunities exist for stormwater management through further utilization of the existing subsurface system at the Radnor Middle School and through a new subsurface system at the South Wayne Avenue municipal parking lot; and

*WHEREAS*, Additional improvements are needed to the storm sewer system in the area; and

*WHEREAS*, The design of the stormwater management system has been completed and permits approved, and the project is ready for bid.

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Engineering Department to Receive Sealed Bids for the South Wayne Avenue Stormwater Management Project.

*SO RESOLVED* this 20<sup>th</sup> day of September, A.D., 2021.

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William M. White  
Manager/Secretary

# Radnor Township

## PROPOSED LEGISLATION

DATE: September 14, 2021  
TO: Radnor Township Board of Commissioners  
FROM: Dennis P. Capella, Engineering Project Manager  
CC: William M. White, Township Manager  
Stephen F. Norcini, P.E., Township Engineer

**LEGISLATION: Resolution No. 2021-100: Authorizing the Engineering Department to Receive Sealed Bids for the South Wayne Avenue Stormwater Management Project**

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**LEGISLATIVE HISTORY:** The Board of Commissioners approved the contract to evaluate options for flood reduction using the South Wayne municipal parking lot and the stormwater management system at the Radnor Middle School and to prepare the bid documents accordingly in July 2018 (Resolution No. 2018-68).

**PURPOSE AND EXPLANATION:** The South Wayne Avenue area, including the critical Radnor firehouse, has endured flooding issues for many decades. While the subsurface stormwater detention basin at the Radnor Middle School was intended to relieve at least some of the flooding, that system has been underutilized. The storm sewer system was not fully connected to the basin, in part due to complications associated with utilities location. Furthermore, the South Wayne municipal parking lot offers an ideal area for additional subsurface stormwater retention. The design project was able to determine how to effectively use these facilities. It also provided an opportunity to evaluate the rest of the stormwater management system in the area and make additional improvements. Attached are plan sheets for the proposed project. The design engineers, Meliora Design, will make a presentation to further describe the project and discuss stormwater management on Midland Avenue and other areas in South Wayne.

**IMPLEMENTATION SCHEDULE:** Pending Board of Commissioners' approval, the project will be advertised for sealed bids. A subsequent contract award recommendation will be presented to the Board of Commissioners. It is anticipated that the award recommendation will occur in the fall. The project is expected to be completed 4 months after the notice to proceed is issued, although some adjustment may be needed to the schedule due to winter conditions and complexities associated with coordination with utilities.

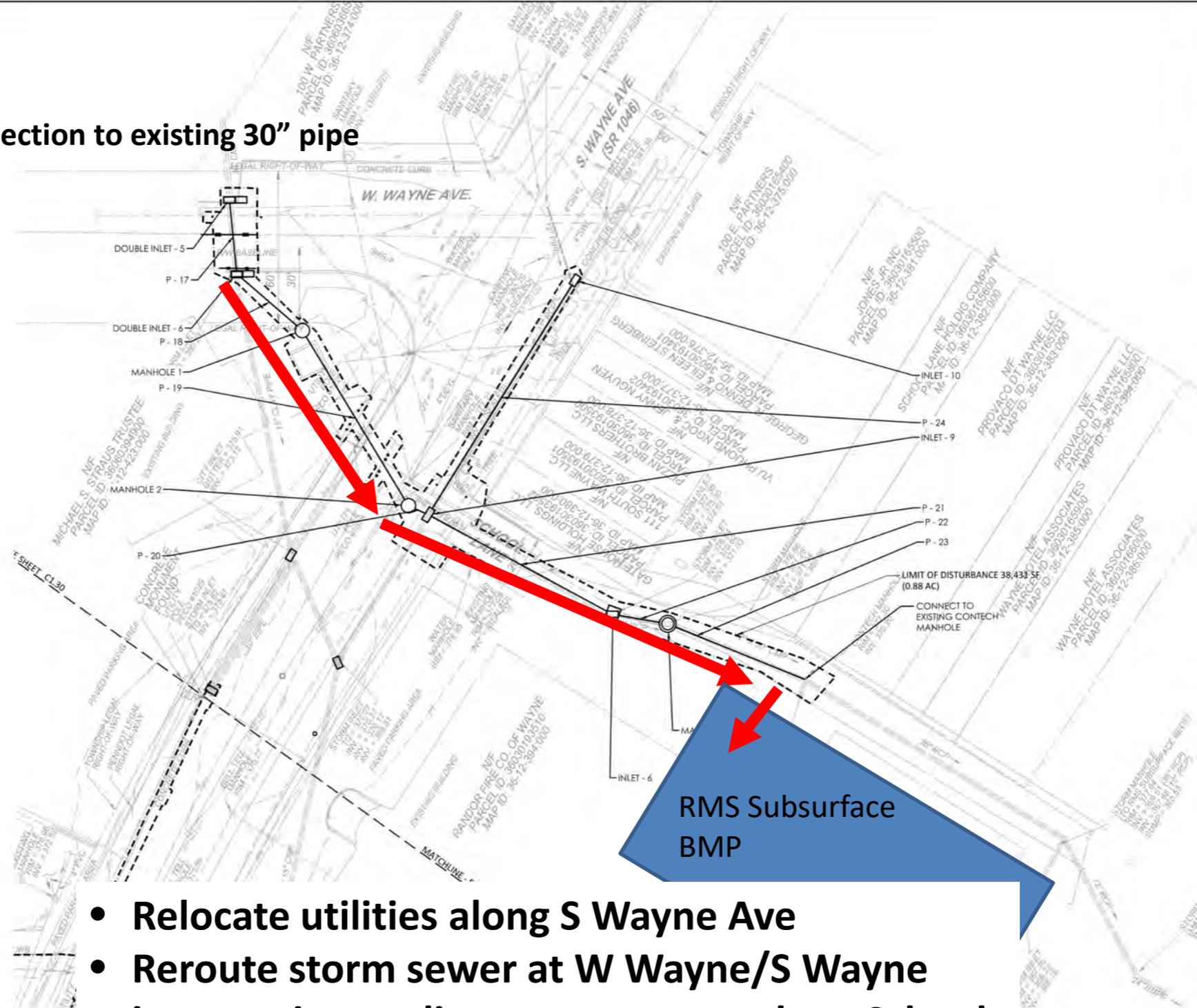
**FISCAL IMPACT:** The project costs is estimated at \$3 million, including a contingency, and will be funded by the Stormwater Fund.

**RECOMMENDED ACTION:** *Staff respectfully requests the Board of Commissioners of Radnor Township to Authorize the Engineering Department to Receive Sealed Bids for the South Wayne Avenue Stormwater Management Project.*



# South Wayne Municipal Parking Lot Flood Reduction Project

Connection to existing 30" pipe



**EXISTING CONDITIONS LEGEND:**

BOUNDARY LINE	[Symbol]
ADJOINING PROPERTY LINE	[Symbol]
RIGHT-OF-WAY LINE	[Symbol]
MONUMENTATION FOUND	[Symbol]
EXISTING CONTOURS	[Symbol]
EDGE OF PAVEMENT	[Symbol]
OVERHEAD WIRE	[Symbol]
UTILITY POLE	[Symbol]
LIGHT POLE	[Symbol]
FIRE HYDRANT	[Symbol]
WATER VALVE	[Symbol]
WATER LINE	[Symbol]
GAS VALVE	[Symbol]
GAS LINE	[Symbol]
INLET	[Symbol]
STORM PIPE	[Symbol]
SANITARY SEWER PIPE	[Symbol]
COMMUNICATION LINE	[Symbol]
DECIDUOUS TREE	[Symbol]
EVERGREEN TREE	[Symbol]
EDGE OF WOODS	[Symbol]
LANDSCAPE AREA	[Symbol]
IRON	[Symbol]
FENCE LINE	[Symbol]
ZONING DISTRICT BOUNDARY	[Symbol]
CLEAN CUT	[Symbol]
DETECTABLE WARNING STRIP	[Symbol]
MONITORING WELL	[Symbol]
FLAG POLE	[Symbol]
WATER METER	[Symbol]
COMMUNICATION LINE	[Symbol]
UNDERGROUND ELECTRIC	[Symbol]

**LEGEND**

[Symbol]	PROJECT BOUNDARY/LIMIT OF DISTURBANCE
[Symbol]	STANDARD STORM INLET
[Symbol]	STANDARD MANHOLE
[Symbol]	PERFORATED HDPE PIPE
[Symbol]	SOLID PIPE

**NOTES:**

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE WORK COMMENCES. THE CONTRACTOR MUST BRING TO THE ATTENTION OF THE ENGINEER ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND DRAWINGS PRIOR TO BEGINNING WORK. FIELD CONDITION DISCREPANCIES SHALL NOT BE USED AS THE BASIS FOR CHANGE ORDER CLAIMS ONCE CONSTRUCTION ACTIVITIES AVE COMMENCED. FINAL TREE REPLACEMENT TO BE APPROVED BY RADNOR TOWNSHIP.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ANY DEBRIS AND FLUSH OUT ALL EXISTING AND NEW STORM DRAINAGE FACILITIES WITHIN THE PROJECT LIMITS AT THE COMPLETE OF THE CONSTRUCTION.

SERIAL#	20183342431
	20183342424
	20183342359
	20183342385
	20183342401

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT ACTIVITIES IN A CLEAN, NEAT MANNER THROUGHOUT THE CONTRACT PERIOD. ALL DEBRIS GENERATED BY THE CONTRACTOR'S ACTIVITIES SHALL BE CLEANED UP AND REMOVED FROM THE PREMISES AT THE END OF EACH WORKING DAY. IF THE CONTRACTOR FAILS TO COMPLY, THE TOWNSHIP OF RADNOR HAS THE RIGHT TO HAVE THE SITE CLEANED AT THE CONTRACTOR'S EXPENSE.

ALL LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DEVELOPED FROM EXISTING UTILITY RECORDS AND/OR ABOVE GROUND EXAMINATION OF THE SITE. COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES OR STRUCTURES CANNOT BE GUARANTEED. CONTRACTOR MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE START OF WORK PER PENNSYLVANIA ACT 287 OF 1974 AS AMENDED BY ACT 199 OF 2004 OR LATER.



REVISIONS:	
DATE:	ISSUE:

OWNER:  
RADNOR TOWNSHIP  
301 IVEN AVENUE  
WAYNE, PA 19087-5297



CIVIL ENGINEERING CONSULTANT:  
**meliora**  
2205 Market Street, Philadelphia, PA 19104  
P: 800.633.1111 | www.meliora.com

PROJECT TITLE:  
SOUTH WAYNE  
MUNICIPAL PARKING  
LOT FLOOD REDUCTION  
PROJECT - ITHAN CREEK  
WATERSHED



SUBMISSION:  
CONSTRUCTION  
DOCUMENTS

DRAWING TITLE:  
STORMWATER PLAN -  
SHEET 2

DATE:	9/29/2020	DRAWING NO.:	C1.31
SCALE:	AS NOTED		
DRAWN BY:	AMN		
CHECKED BY:	MBH		

- Relocate utilities along S Wayne Ave
- Reroute storm sewer at W Wayne/S Wayne intersection to divert stormwater along School Lane into RMS system

**RESOLUTION NO. 2021-106**

**A RESOLUTION OF RADNOR TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING AWARD OF THE  
CONTRACT FOR PERMITTING, DESIGN AND BIDDING DOCUMENTS FOR THE  
RECONSTRUCTION OF THE NORTH WAYNE AVENUE PARKING LOT TO  
INCLUDE POROUS PAVING, STORMWATER MANAGEMENT, AND PARKING LOT  
UPGRADES [NORTH WAYNE PARKING LOT STORMWATER MANAGEMENT  
PROJECT] TO CARROLL ENGINEERING CORPORATION, IN THE AMOUNT OF  
\$35,200**

*WHEREAS*, the Wayne area of Radnor Township has had flooding issues for decades

*WHEREAS*, the North Wayne Avenue Municipal Parking Lot is over one acre of uncontrolled impervious surface in this area that has decades old flooding issues

*NOW, THEREFORE*, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby award the Contract for Permitting, Design and Bidding Documents for the Reconstruction of the North Wayne Avenue Parking Lot to Include Porous Paving, Stormwater Management, and Parking Lot Upgrades [North Wayne Parking Lot Stormwater Management Project] to Carroll Engineering Corporation, in the Amount of \$35,200.

**SO RESOLVED** this 20<sup>th</sup> day of September, A.D., 2021.

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST:

\_\_\_\_\_  
William M. White  
Manager/Secretary

# Radnor Township

## PROPOSED LEGISLATION

DATE: September 14, 2021

TO: Radnor Township Board of Commissioners

FROM: Stephen F. Norcini, P.E., Township Engineer

CC: William M. White, Township Manager

**LEGISLATION:** Resolution No. 2021-106: Authorizing Award of the Contract for Permitting, Design and Bidding Documents for the Reconstruction of the North Wayne Avenue Parking Lot to Include Porous Paving, Stormwater Management, and Parking Lot Upgrades [North Wayne Parking Lot Stormwater Management Project] to Carroll Engineering Corporation, in the Amount of \$35,200.

**LEGISLATIVE HISTORY:** This project was previously presented to the Commissioners for funding, which was approved.

**PURPOSE AND EXPLANATION:** The North Wayne Municipal Parking Lot is over one acre of uncontrolled impervious surface in the heart of Wayne. As previously discussed, it is crucial to use Township property for SWM whenever possible. This parking lot is tributary to the Ithan Creek Watershed in Radnor Township. The plan for the parking is to provide storage for at least the 10 year/1 hour event (1.99" in one hour). If infiltration testing bears fruit, we will provide volume reduction also. In short, the plan for the parking lot includes the following improvements as noted below:



- Porous paving and subsurface storage, volume reduction if possible
- Compliance with ADA parking requirements
- Installation of appropriate LED lighting
- Creating larger grass islands, adding trees in addition to what is already in place
- Improved vehicular circulation
- Address the runoff issue at the Wayne Presbyterian Church

**If the Board approves the design, we will work with the Wayne Business Association and Wayne Presbyterian Church on timing of construction, project sequencing, and start date.**

**IMPLEMENTATION SCHEDULE:** Pending Commissioners approval, design will be complete and ready for bidding (based on working with the WBA and the Presbyterian Church) in the spring of 2022.

**FISCAL IMPACT:** The \$35,200 design costs will be funded by the Stormwater Fund.

**RECOMMENDED ACTION:** *I respectfully request the Board of Commissioners Authorize the Award of the Contract for Permitting, Design and Bidding Documents for the Reconstruction of the North Wayne Avenue Parking Lot to Include Porous Paving, Stormwater Management, and Parking Lot Upgrades [North Wayne Parking Lot Stormwater Management Project] to Carroll Engineering Corporation, in the Amount of \$35,200.*



September 13, 2021

**Revised** September 14, 2021

Stephen F. Norcini, P.E., Township Engineer  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087-5297

Dear Steve:

Subject: Proposal for Professional Engineering Services for  
North Wayne Parking Lot Improvements

Carroll Engineering Corporation (CEC) will be pleased to perform engineering services associated with the replacement of the municipal parking area located north of Lancaster Avenue between North Wayne Avenue and Waynewood Avenue. The parking area is currently comprised of asphalt pavement with various concrete curbed islands for newly planted shade trees. Much of the lot gradually slopes to the southeast draining to the Lancaster Avenue via Waynewood Avenue and the western portion drains in a southerly direction toward Lancaster Avenue via North Wayne Avenue. This parking lot is part of the South Wayne drainage area which is tributary to Ithan Creek.

It is our understanding that the Township wishes to repave this parking lot and also incorporate stormwater improvements to aid in reducing the volume of stormwater to this flood prone area. This shall be accomplished through the use of porous paving in the parking stalls which shall drain to a subsurface stormwater facility. The goal of the stormwater facility shall be to detain a minimum volume equivalent to the 10-year 1-hr storm (approximately 2 inches) and infiltrate this stormwater to point that existing conditions will allow. The facility shall generally consist of a storm sewer pipe network in a porous media. There is limited stormwater infrastructure on North Wayne Avenue or Waynewood Avenue. As such, the proposed stormwater facility is proposed to have a passive outlet at grade which shall discharge to the aforementioned roadways when the underground detention facility becomes surcharged. This shall resemble the current drainage pattern and shall avoid further installation of stormwater infrastructure to downstream areas. Minor grading modifications will be required near the rear entry way of Wayne Presbyterian Church to convey stormwater away from this entry.

The existing lot is presently configured to encourage one-way traffic using angled parking. CEC shall utilize this approximate circulation pattern and provide modifications where necessary to enhance the flow of traffic and increase green areas wherever possible. Pedestrian walkways shall be incorporated to the west where appropriate to maximize safety for pedestrians accessing the businesses along North Wayne Avenue. Accessible parking shall be incorporated in the western portion of the parking lot. It is assumed that no additional ADA accessible ramps will be required as part of this project.

*Today's Commitment to Tomorrow's Challenges*

Corporate Office:  
949 Easton Road  
Warrington, PA 18976  
215.343.5700

630 Freedom Business Center  
Third Floor  
King of Prussia, PA 19406  
610.489.5100

101 Lindenwood Drive  
Suite 225  
Malvern, PA 19355  
484.875.3075

105 Raider Boulevard  
Suite 206  
Hillsborough, NJ 08844  
908.874.7500

[www.carrollengineering.com](http://www.carrollengineering.com)

## **SCOPE OF SERVICES**

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Carroll Engineering proposes to perform the following services:

1. We will contact the Pennsylvania One-Call system to request all existing utilities in the project area be marked and request available Drawings.
2. We will perform a topographic survey of the parking lot to identify physical features such as edge of pavement, concrete curbing, pavement markings, trees over 6" in diameter, utility poles, fence lines, storm inlets, and other utilities and prominent features visible on the surface or marked by utility owners.
3. We will coordinate infiltration testing at the project site for purposes of determining the design infiltration rate for the stormwater facility. The testing is anticipated to take approximately 1 to 2 field days. The goal is to conduct all tests within non-paved areas in approximately six (6) locations. However, due to there being limited space in the non-paved areas, it may be determined that the infiltration testing requires the removal of some of the existing concrete curbing and/or asphalt paving. These impacts shall be discussed with the Township prior to the work commencing. It is assumed that CEC shall not be responsible for the replacement of any such incidental impacts. CEC shall rely on the Township to provide assistance in blocking off some of the existing parking spaces to facilitate this infiltration testing.
4. We will prepare preliminary construction drawings and specifications for the parking lot replacement and stormwater management system. Preliminary drawings will consist of a cover sheet, existing features plan, site improvement plan, stormwater plan and section(s), and various detail sheets. These preliminary plans shall be provided to the Township (.PDF) for review and comment.
5. We will prepare final drawings and specifications to address any remaining comments provided by Radnor Township. Upon acceptance of the parking lot improvements and the issuance of the final permit(s), we will provide electronic copies of the final drawings and specifications (.PDF) to Radnor Township.
6. We will prepare a final opinion of probable cost and forward to the Township.
7. We will provide bid services which will cover the preparation of a bid item list, responding to questions or requests for information specific to the parking lot improvements, attending a pre-bid conference (as needed).
8. We will provide construction phase services including attendance at a pre-construction conference, review of material shop drawings for storm sewer replacement, and respond to Contractor inquiries during construction.

## **BASIC FEES**

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We propose to perform the above-described engineering services for a not-to-exceed fee of **\$35,200**. Our fees will be invoiced monthly on an hourly basis. An approximate breakdown of this fee is as follows:

• Survey & Design.....	\$28,500
• Specifications & Bidding Assistance.....	\$3,500
• Construction Services .....	\$3,200
<b>TOTAL.....</b>	<b>\$35,200</b>

**TIMELINE**

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The Township has indicated that it is their desire to install the asphalt paving included in this project in the Spring of 2022 when conditions allow. The construction will likely be completed in phases to allow partial access to the lot throughout construction. As such, this project shall be made ready for bidding by the end of January 2022.

**DIRECT EXPENSES**

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The following direct expenses are anticipated to be required and are included in the basic fees:

- Reproduction
- Mileage and Tolls
- Postage

**EXTRA SERVICES**

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The fees stated herein are for the basic engineering services described in this proposal. If additional services are required, fees will be invoiced on the basis of our standard hourly rates as show on the enclosed rate schedule in addition to the basic fee stated. Additional services may include but are not limited to; municipal permitting, Erosion and Sediment Control Plan adequacy review by DCCD, environmental clearances, PennDOT permitting, ADA design services, landscape design, construction inspection services, etc. Services are to be rendered in accordance with the services described above and attached Standard Consulting Contracting Terms and Conditions.

This proposal and the foregoing documentation represent the entire understanding between you and this office in respect to this project, and may only be modified in writing, signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning same to this office.

Stephen F. Norcini, P.E., Township Engineer  
Radnor Township  
Page 4  
September 14, 2021

Thank you for the opportunity to present this proposal. Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION

*Christopher A. Peterson*

Christopher A. Peterson, P.E.

CAP:cam

Enclosures

cc: William N. Malin, P.E., Vice President, CEC  
Joel Ardman, P.E., Vice President, CEC

Stephen F. Norcini, P.E., Township Engineer  
Radnor Township  
Page 5  
September 14, 2021

Accepted this **14<sup>th</sup>** day of **September 2021** for:

Carroll Engineering Corporation, by: Allen B. Mason, P.E.  
Name (Print)

  
Signature

Executive Vice President  
Title

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ for

Radnor Township, by: \_\_\_\_\_  
Company Name Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**RESOLUTION NO. 2021-107**

**A RESOLUTION OF RADNOR TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA,  
AUTHORIZING THE AWARD OF THE CONTRACT FOR  
DESIGN, BIDDING DOCUMENTS AND CONSTRUCTION SERVICE  
FOR THE INSTALLATION OF TREE TRENCHES AT  
VARIOUS LOCATIONS IN NORTH WAYNE  
TO CARROLL ENGINEERING CORPORATION  
IN THE AMOUNT OF \$18,500**

*WHEREAS*, The North Wayne area continues to experience flooding, especially during short-term, high-intensity storms;

*WHEREAS*, Tree trenches are a Best Management Practice (BMP)

*WHEREAS*, Tree trenches, strategically located, may provide some of the required storage.

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Award of the Contract for Design, Bidding Documents and Construction Services for the Installation of Tree Trenches at Various Locations in North Wayne to Carroll Engineering Corporation, in the Amount of \$18,500.

*SO RESOLVED* this 20<sup>th</sup> day of September, A.D., 2021.

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William M. White  
Manager/Secretary

# Radnor Township

## PROPOSED LEGISLATION

DATE: September 14, 2021

TO: Radnor Township Board of Commissioners

FROM: Dennis P. Capella, Engineering Project Manager

CC: William M. White, Township Manager  
Stephen F. Norcini, P.E., Township Engineer

**LEGISLATION: Resolution #2021-107: Authorizing the Award of the Contract for Design, Bidding Documents and Construction Services for the Installation of Tree Trenches at Various Locations in North Wayne to Carroll Engineering Corporation, in the Amount of \$18,500.**

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**LEGISLATIVE HISTORY:** This item has not been before the Commissioners previously.

**PURPOSE AND EXPLANATION:** The North Wayne area continues to experience flooding, especially during periods of short-term, high-intensity storms. An incremental step, additional retention, may be provided for the storage of stormwater. While more extensive projects to reduce flooding are currently in the planning phase, some solutions are needed in the short-term. Tree trenches – strategically placed subsurface vaults of varying sizes, depending on available space, with associated inlets and piping in porous media – may be installed to provide some storage. Trees are planted on the surface for water uptake and evapotranspiration as well as aesthetics. See the attached rendition. Locations have been preliminarily identified as potentially suitable for tree trenches, including those in the areas of Beechtree Lane, Walnut Avenue, Poplar Avenue, Willow Avenue and Woodland Avenue west of Radnor Street Road. This project will evaluate and finalize the locations and develop construction drawings specific to those locations. Residents will be contacted regarding these locations. Installation of the tree trenches based on the plans and locations will be advertised for bids. It is anticipated that the bids and available budget will enable the installation of eight (8) tree trenches, but the final number will be adjusted as needed. See the attached proposal.

**IMPLEMENTATION SCHEDULE:** Upon approval by the Board of Commissioners, Carroll Engineering Corporation will be notified of the award and the cost will be entered into the finance system. It is anticipated that this project will be ready for bidding by the end of January 2022 and construction start in early spring.

**FISCAL IMPACT:** The project cost is to be funded by the Stormwater Fund.

**RECOMMENDED ACTION:** *Staff requests the Board of Commissioners of Radnor Township to authorize the Award of the Contract for Design, Bidding Documents and Construction Services for the Installation of Tree Trenches at Various Locations in North Wayne to Carroll Engineering Corporation, in the Amount of \$18,500.*



September 13, 2021  
**Revised** September 14, 2021

Stephen F. Norcini, P.E., Township Engineer  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087-5297

Dear Steve:

Subject: Proposal for Professional Engineering Services for  
North Wayne Tree Trenches

Carroll Engineering Corporation (CEC) will be pleased to perform engineering services associated with the design and implementation of tree trenches in North Wayne. It is our understanding that the Township wishes to install these improvements in the vicinity of Beech Tree Lane, Walnut Avenue, Poplar Avenue, and Willow Avenue between North Wayne Avenue and Radnor Road. Woodland Avenue may also be utilized for these improvements. The tree trenches shall generally consist of a small diameter perforated stormwater distribution pipe in a porous media ranging in depth of 3- to 5-feet. This porous media shall surround new trees to be installed at intervals along the roadway. The proposed trees shall be selected by the Township arborist.

The approximate length of the tree trenches shall depend on the available space along the aforementioned roadways and the location of the tree trenches shall be determined during a site reconnaissance. Locations favorable for these trenches should exhibit gradual slopes and minimize impacts to existing trees or improvements such as curbs, sidewalks, utilities, etc. In order to maximize the number of tree trenches installed, aerial imagery and site photographs shall be used in lieu of a topographic survey to facilitate this project. The tree trenches shall be depicted in plan view atop of an aerial and shall correspond to a photograph of the area taken at street level with the proposed improvements superimposed over the photograph. A tree trench section shall also accompany the plan view and site photographs. Each tree trench location shall be shown on a key map and shall be numbered. Existing utility locations as marked during the Pennsylvania One-Call shall be shown on the site photographs and depicted graphically on the site photograph(s) if their location is known. Incidental improvements such as curb and sidewalk replacements shall also be shown on the plans.

*Today's Commitment to Tomorrow's Challenges*

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Corporate Office: 949 Easton Road Warrington, PA 18976 215.343.5700	630 Freedom Business Center Third Floor King of Prussia, PA 19406 610.489.5100	101 Lindenwood Drive Suite 225 Malvern, PA 19355 484.875.3075	105 Raider Boulevard Suite 206 Hillsborough, NJ 08844 908.874.7500
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[www.carrollengineering.com](http://www.carrollengineering.com)

**SCOPE OF SERVICES**

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Carroll Engineering proposes to perform the following services:

1. We will contact the Pennsylvania One-Call system to request all existing utilities in the project area be marked in the field. The utility line mark outs shall be photographed and used in the development of the plans.
2. We will conduct site reconnaissance to evaluate the area described above and select site most suitable for the installation of tree trenches. These locations shall be provided to the Township for review and acceptance prior to the preparation of the plans. The number of tree trench locations included in the scope of this project shall be dependent upon on available construction funding which shall be coordinated with the Township. The final number of tree trenches to be installed shall be dependent upon bid prices and available funding. It is anticipated that approximately eight (8) tree trenches shall be included in the scope of this project.
3. We will prepare preliminary construction drawings which shall consist of available aerial photography of the area, a graphic representation of the tree trench improvements in plan view, site photographs taken at street level with a graphic representation of the improvements, and an accompanying section view for each individual tree trench location identified on the key map. These preliminary plans shall be provided to the Township (.PDF) for review and comment.
4. We will prepare final drawings and technical specifications to address any remaining comments provided by Radnor Township. Upon acceptance of the tree trench improvements plans, we will provide electronic copies of the final drawings and specifications (.PDF) to Radnor Township.
5. We will provide bid services which will cover the preparation of a bid item list, responding to questions or requests for information specific to the tree trench improvements, attending a pre-bid conference (as needed).
6. We will provide construction phase services including attendance at a pre-construction conference, review of material shop drawings for tree trenches, and respond to Contractor inquiries during construction.

**BASIC FEES**

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We propose to perform the above-described engineering services for a not-to-exceed fee of **\$18,500**. Our fees will be invoiced monthly on an hourly basis. An approximate breakdown of this fee is as follows:

• Design.....	\$13,500
• Specifications & Bidding Assistance.....	\$2,600
• Construction Services .....	\$2,400
<b>TOTAL.....</b>	<b>\$18,500</b>

## **TIMELINE**

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The Township has indicated that it is their desire to plant the street trees included in this project in the Spring of 2022 when conditions are optimal. As such, this project shall be made ready for bidding by the end of January 2022.

## **DIRECT EXPENSES**

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The following direct expenses are anticipated to be required and are included in the basic fees:

- Reproduction
- Mileage and Tolls
- Postage

## **EXTRA SERVICES**

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The fees stated herein are for the basic engineering services described in this proposal. If additional services are required, fees will be invoiced on the basis of our standard hourly rates as show on the enclosed rate schedule in addition to the basic fee stated. Additional services may include but are not limited to; municipal permitting, Erosion and Sediment Control Plan adequacy review by DCCD, environmental clearances, PennDOT permitting, landscape design, infiltration testing, etc. Services are to be rendered in accordance with the services described above and attached Standard Consulting Contracting Terms and Conditions.

This proposal and the foregoing documentation represent the entire understanding between you and this office in respect to this project, and may only be modified in writing, signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning same to this office.

Thank you for the opportunity to present this proposal. Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION

*Christopher A. Peterson*

Christopher A. Peterson, P.E.

CAP:cam

Enclosures

cc: William N. Malin, P.E., Vice President, CEC  
Joel Ardman, P.E., Vice President, CEC

Stephen F. Norcini, P.E., Township Engineer  
Radnor Township  
Page 4  
September 14, 2021

Accepted this 14<sup>th</sup> day of **September 2021** for:

Carroll Engineering Corporation, by: Allen B. Mason, P.E.  
Name (Print)

  
Signature

Executive Vice President  
Title

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ for

Radnor Township, by: \_\_\_\_\_  
Company Name Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# GREEN STREETS: STORMWATER TREE TRENCH



**RESOLUTION NO. 2021-108**

**A RESOLUTION OF RADNOR TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA,  
AUTHORIZING THE AWARD OF THE CONTRACT  
TO DEVELOP SOLUTIONS FOR STORMWATER MANAGEMENT  
IN THE MIDLAND AVENUE/ST. DAVIDS ROAD AREA  
TO CARROLL ENGINEERING CORPORATION,  
IN THE AMOUNT OF \$108,000.00**

*WHEREAS*, There is frequent flooding in South Wayne, particularly in the Midland Avenue and St. Davids Road area;

*WHEREAS*, This area presents difficulties in light of the Ithan Creek culvert and open manmade channels as well as inadequate storm sewer system infrastructure; and

*WHEREAS*, Carroll Engineering has presented a proposal to develop feasible stormwater management solutions for this area.

*NOW, THEREFORE*, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Award of the Contract to Develop Solutions for Stormwater Management in the Midland Avenue/St. Davids Road Area to Carroll Engineering Corporation, in the Amount of \$108,000.00.

*SO RESOLVED* this 20<sup>th</sup> day of September, A.D., 2021.

**RADNOR TOWNSHIP**

By: \_\_\_\_\_  
Name: Jack Larkin  
Title: President

ATTEST: \_\_\_\_\_  
William M. White  
Manager/Secretary

# Radnor Township

## PROPOSED LEGISLATION

DATE: September 15, 2021

TO: Radnor Township Board of Commissioners

FROM: Dennis P. Capella, Engineering Project Manager

CC: William M. White, Township Manager  
Stephen F. Norcini, P.E., Township Engineer

**LEGISLATION: Resolution #2021-108: Authorizing the Award of the Contract to Develop Solutions for Stormwater Management in the Midland Avenue/St. Davids Road Area to Carroll Engineering Corporation, in the Amount of \$108,000.00**

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**LEGISLATIVE HISTORY:** This item has not been before the Commissioners previously.

**PURPOSE AND EXPLANATION:** There is frequent flooding in South Wayne, particularly in the area of Midland Avenue and St. Davids Road. This is the area traversed by Ithan Creek, which was historically a meandering stream with various ponds but significant portions of which, over the past 100 years, have been channeled into culverts and manmade open structures to accommodate residential development. Furthermore, the storm sewer system has not been developed to address the increased development. Upstream from this area, a subsurface stormwater retention basin has been installed next to the Radnor Middle School (RMS), and a project has been designed to install a piping to complete the storm sewer connections from South Wayne Avenue to the RMS basin and install a new basin under the South Wayne municipal parking lot. These other projects are intended to reduce the flooding on South Wayne Avenue. The design project itself will be presented to the Commissioners to request authorization to bid, and a presentation will be made for that project and the flooding in the Midland/St. Davids area and downstream. The project related to this resolution is intended to develop solutions to the extent feasible to the stormwater problem in the Midland/St. Davids and downstream area. This project will: examine the possibility of a storm sewer bypass, develop a plan to provide storm sewer infrastructure where needed and consider additional stormwater storage opportunities. This project will also review the outlet structure at the RMS basin. A major portion of this project will include a comprehensive survey to determine stream slopes and geometry to help identify choke points where improvements will be most beneficial. A copy of the proposal for this project is attached.

**IMPLEMENTATION SCHEDULE:** Upon approval by the Board of Commissioners, Carroll Engineering will be notified of the award and the cost will be entered into the finance system. The survey work will be conducted primarily over the winter months when there is reduced vegetation.

**FISCAL IMPACT:** The project cost is to be funded by the Stormwater Fund

**RECOMMENDED ACTION:** *Staff requests the Board of Commissioners of Radnor Township to Authorize the Award of the Contract to Develop Solutions for Stormwater Management in the Midland Avenue/St. Davids Road Area to Carroll Engineering Corporation, in the Amount of \$108,000.00.*



September 9, 2021  
**Revised** September 14, 2021

Stephen F. Norcini, P.E., Township Engineer  
Radnor Township  
301 Iven Avenue  
Wayne, PA 19087-5297

Dear Steve:

Subject: Proposal for Professional Engineering Services for  
South Wayne Drainage Improvements Feasibility Study

Carroll Engineering Corporation (CEC) will be pleased to perform engineering services to continue to address the flooding issues in the South Wayne portion of Radnor Township. This area is traversed by Ithan Creek which was historically a meandering stream with various ponds along Midland Avenue, Saint Davids Road, Pembroke Avenue, and Meadowbrooke Avenue according to available maps dating back as far as 150 years. Since that time, there has been significant encroachment from residential development and the stream has been confined to a manmade channel which varies in geometry and composition from its headwaters in the vicinity of the Radnor Fire Company to Encke Park adjacent to the Radnor Township Building.

From the Radnor Middle School, a main storm sewer culvert corridor is noted to run along the southern side of Midland Avenue, crossing beneath the Saint Katherine of Siena School and South Aberdeen Avenue, and continues between the rear yards of the residential properties between Midland Avenue and Saint Davids Road. These areas are noted to have limited stormwater management infrastructure in the roadways and experience continual flooding issues during heavy rainfalls. As Ithan Creek approaches Pembroke Avenue it turns south and crosses Meadowbrook Avenue and Orchard Way before proceeding east again. The creek continues through two (2) culverts, one at Iven Avenue, and other at the entrance of the Radnor Township Building. From there, Ithan Creek proceeds along the southern side of Encke Park returning to a typical creek composition with a natural bottom and vegetated side slopes.

*Today's Commitment to Tomorrow's Challenges*

Corporate Office:  
949 Easton Road  
Warrington, PA 18976  
215.343.5700

630 Freedom Business Center  
Third Floor  
King of Prussia, PA 19406  
610.489.5100

101 Lindenwood Drive  
Suite 225  
Malvern, PA 19355  
484.875.3075

105 Raider Boulevard  
Suite 206  
Hillsborough, NJ 08844  
908.874.7500

We had the opportunity to walk the entire site on August 30<sup>th</sup> with you and hear the issues firsthand from the residents during our site visit. It is our understanding that the Township wishes to have CEC identify certain improvement projects which could be completed in the near future to begin to address the flooding issues in the vicinity of Midland Avenue and Saint Davids Road. This shall include examining the proposed concept for a gravity storm sewer bypass line to Encke Park. We shall also develop a conceptual plan to provide storm sewer infrastructure along Midland Avenue and Saint Davids Road where there was little to no stormwater inlets observed. This conceptual plan shall also provide additional volume for storage of stormwater wherever possible.

The main portion of this proposal shall include a comprehensive survey of the aforementioned stream corridor. This survey shall be beneficial in determining the actual stream slopes and geometry to help identify existing choke points where improvements would be most beneficial. It will aid in the preparation of future improvement projects, acquisition of any drainage easements, and help to provide a more complete record of the various impacts which may result from improvements projects (i.e., roadway reconstruction, tree removals, fence relocations, culvert modifications, etc.). This shall aid in providing a more accurate estimate of probable cost for any improvement project as well.

## **SCOPE OF SERVICES**

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Carroll Engineering proposes to perform the following services:

1. We will contact the Pennsylvania One-Call system to request all existing utilities in the project area be marked and request available Drawings.
2. We will coordinate the location of existing utilities through the use of vacuum excavation on an as needed basis. This proposal includes a not-to-exceed amount of \$8,750 which provides for approximately three (3) field days of utility locating services. Any additional utility locating by vacuum excavation or other soft dig method shall be completed under a separate proposal if it is determined to be required.
3. We will perform a topographic survey of the area to identify physical features in the right-of-way(s) such as centerline and edge of road, driveways, trees over 4" in diameter in areas where future improvements are anticipated, utility poles, mailboxes, fence lines, tree and shrub lines, culverts, storm sewers, stream geometry, and other utilities and prominent features visible on the surface or marked by utility owners. The survey shall extend to the limits shown on the attached map. Due to abundance of trees and existing improvements along the corridor, CEC proposes to conduct the survey in the winter months when conditions are more favorable. Vegetation was observed to be rather thick during the site visit in various area. This vegetation would be reduced during the winter months to allow our surveyor to access all areas of the site.

Additionally, our survey shall include a GPS survey of the driving range in Encke Park and intermediate points along the potential path of a gravity storm water bypass to verify if such a bypass is feasible. The bypass is assumed to begin in the vicinity of the Pembroke Avenue and Saint Davids Road intersection, run east toward Orchard Way, proceed along Meadowbrook Circle, and cross Ivan Avenue to Encke Park. It is assumed the bypass will need to begin at Pembroke Avenue since there is available right-of-way for its installation. The upstream culvert/stream west of Pembroke Avenue runs primarily in the rear yards of residential properties where space is already very limited. It is anticipated that a bypass may not be feasible there. However, other alternatives such as utilizing Midland Avenue to begin the bypass upstream at Radnor Middle School shall also be considered.

*The Township shall be responsible for providing a mailer to residents to inform them of the survey work being completed. Carroll Engineering Corporation shall provide the verbiage to the Township.*

4. We will prepare a conceptual plan for the proposed storm sewer bypass as described above. The line shall be shown in plan view over an aerial image of the area and will note the approximate profile of the gravity line to demonstrate the approximate pipe slope and alignment to the Driving Range in Encke Park. A written report shall be provided along with the plan which discusses the feasibility of the bypass line, design considerations, and potential easements required.
5. We will prepare an existing features plan of the entire surveyed area as under item 2. The plan shall provide a shaded overlay of each geometrically unique cross-section of the stream and culvert. These shaded areas shall correspond to a written report described below. A key shall also be provided which depicts the approximate stream/culvert cross-section for each unique area.
6. We will prepare a written report which provides a description of each geometrically unique portion of the stream/culvert which includes; stream/culvert slope, bottom width and/or culvert dimensions, composition of the stream bottom, suggested manning's n coefficient, side slopes, and channel depth, etc. These parameters shall be used to complete a Manning's calculation to demonstrate the theoretical capacity of each portion of the stream. The stream/culvert section shall be ranked from the most limiting to least limiting to help identify potential "hot spots" where flooding may be exacerbated. This ranking system shall also be shown on the existing features plan overlay discussed above to provide a visual representation of the hot spots. The report shall also provide a discussion of the overall drainage area, approximate flow rates, and shall provide a proposed stream/culvert geometry required to convey the 100-year 24-hour storm event as noted by the United States Geological Survey (USGS) StreamStats: Streamflow Statistics and Spatial Analysis Tool. Lesser storm frequencies may also be considered in the event the stream geometry is limited by the existing conditions.
7. We will prepare a conceptual plan for storm sewer infrastructure along Midland Avenue and Saint Davids Road which shall connect to the main storm sewer culvert corridor. This conceptual plan shall depict the locations of the proposed storm sewer and catch basins in plan and profile view. Storm sewer diameters shall be maximized to the point that the existing utilities will allow.

8. We will examine the design plans for the “Radnor Township Stormwater Project” at the Radnor Middle School and provide a recommendation to the Township Engineer as to whether the outlet structure for the underground detention system should be fitted with the baffle wall, which was depicted on the plans, but was omitted from the structure during construction. Other alternative such as the use of a sluice gate shall also be evaluated.
9. We shall provide items 3 through 8 in .PDF format to the Township for review and comment.
10. We will incorporate the review comments and provide the Township with the final drawings, reports, and an estimate of probable cost for each alternative for their use in evaluating future capital improvements in the South Wayne area.

### **BASIC FEES**

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We propose to perform the above-described engineering services for a not-to-exceed fee of **\$108,000**. Our fees will be invoiced monthly on an hourly basis. An approximate breakdown of this fee is as follows:

• Topographic & Utility Survey .....	\$66,400
• Utility Locating (Soft Digs) .....	\$8,750
• Design Plans & Reports .....	\$32,850
<b>TOTAL.....</b>	<b>\$108,000</b>

### **TIMELINE**

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As noted in our scope of services above, the initial survey work is proposed to be completed in the winter months of 2021-2022 and the subsequent deliverables of the project are proposed to be complete by March of 2022.

### **DIRECT EXPENSES**

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The following direct expenses are anticipated to be required and are included in the basic fees:

- Reproduction
- Mileage and Tolls
- Postage

### **EXTRA SERVICES**

---

The fees stated herein are for the basic engineering services described in this proposal. If additional services are required, fees will be invoiced on the basis of our standard hourly rates as show on the enclosed rate schedule in addition to the basic fee stated. Services are to be rendered in accordance with the services described above and attached Standard Consulting Contracting Terms and Conditions.

Stephen F. Norcini, P.E., Township Engineer  
Radnor Township  
Page 5  
September 14, 2021

This proposal and the foregoing documentation represent the entire understanding between you and this office in respect to this project, and may only be modified in writing, signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning same to this office.

Thank you for the opportunity to present this proposal. Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION

*Christopher A. Peterson*

Christopher A. Peterson, P.E.

CAP:cam

Enclosures

cc: William N. Malin, P.E., Vice President, CEC

Joel Ardman, P.E., Vice President, CEC

Stephen F. Norcini, P.E., Township Engineer  
Radnor Township  
Page 6  
September 14, 2021

Accepted this 14<sup>th</sup> day of September 2021 for:

Carroll Engineering Corporation, by: Allen B. Mason, P.E.  
Name (Print)

  
Signature

Executive Vice President  
Title

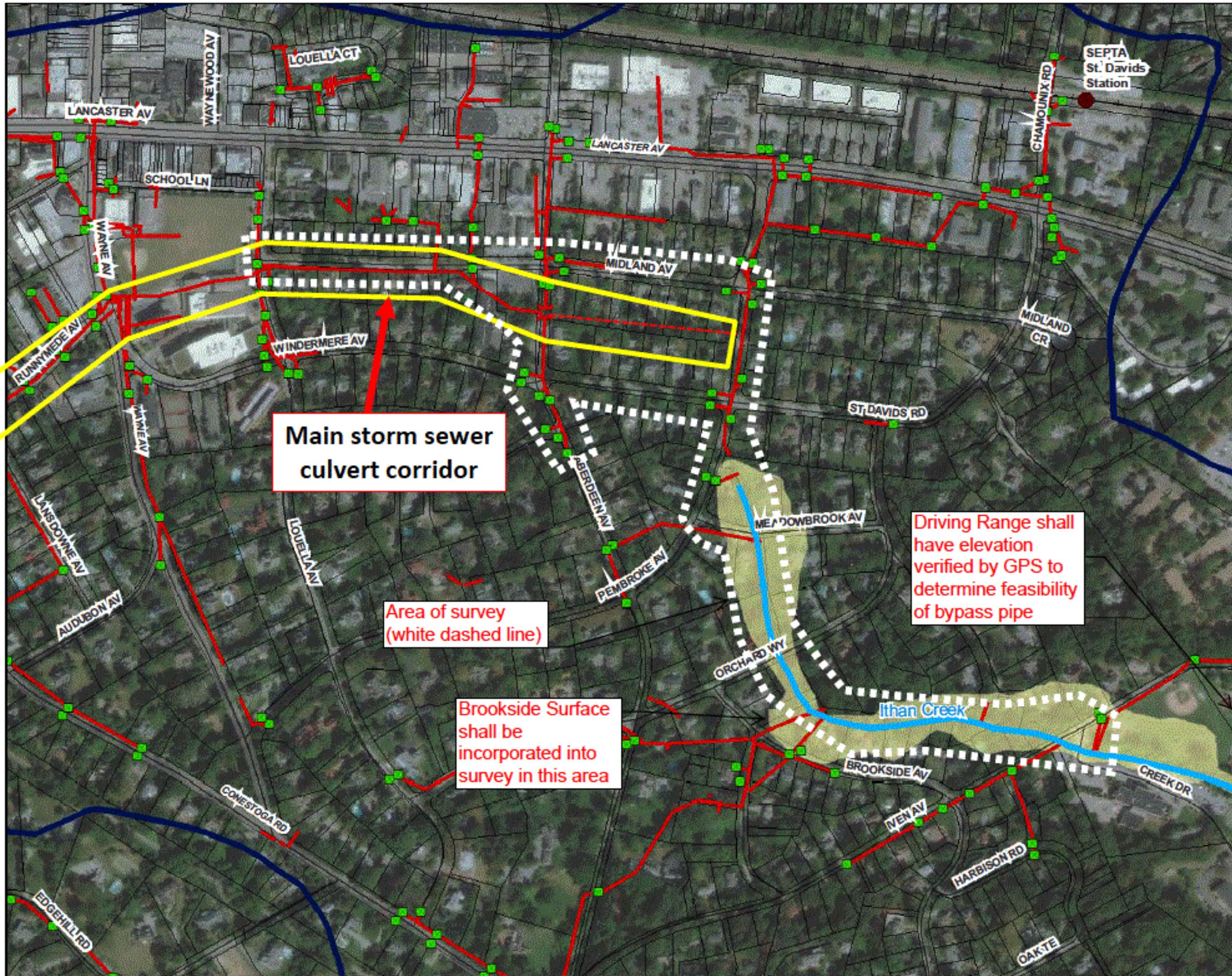
Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ for

Radnor Township, by: \_\_\_\_\_  
Company Name Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

# Radnor Storm Sewer Network



Other Stormwater  
Project Updates  
from the  
Township  
Engineer

# Reports of Standing Committees

# Old Business

New Business

# Public Participation

Adjournment