



**WHITEMARSH TOWNSHIP  
PLANNING COMMISSION MEETING (IN-PERSON)  
AGENDA  
FEBRUARY 10, 2026  
6:30 PM**

BUSHONG \_\_\_ GLANTZ PATCHEN \_\_\_ KOSTYK \_\_\_ QUITEL \_\_\_ SHAW-FINK \_\_\_ SHULA \_\_\_ NORBECK \_\_\_  
MANUELE (BOS) \_\_\_ GUTTENPLAN (Staff) \_\_\_ HEINRICH (Engineer) \_\_\_ WILLIAMS (Solicitor's Office) \_\_\_

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**1. CALL TO ORDER**

**2. ANNOUNCEMENTS & CORRESPONDENCE**

- All speakers are requested to speak directly into the microphones.

**3. APPROVAL OF MINUTES**

- January 13, 2026

**4. ZONING HEARING BOARD APPEALS (None)**

**5. CONDITIONAL USE APPLICATIONS**

- CU #01-26 Fort Washington Real Estate, LLC; 451 Bethlehem Pike; Conditional Use for a medical/dental office & for possible parking reduction

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

**7. OLD BUSINESS**

- Continued Discussion of the Conservation Design Overlay District—Tim Konetchy, AICP from MCPC

**8. NEW BUSINESS**

- Discussion of Potential Township Acquisition of Open Space/Conservation Easement at 1001 Washington Street (former David's Bridal property)

**9. PLANNING COMMISSION MEMBER COMMENTS**

**10. PUBLIC COMMENT FOR NON-AGENDA ITEMS**

**11. ADJOURNMENT**

TENTATIVE AGENDA NEXT MEETING; March 10, 2026

- SLD #07-25 Quaker Park Redevelopment; Version 2 of Sketch Plan for a Mixed-use Building and Zoning Text Amendments; 1001 E Hector Street

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## PUBLIC PARTICIPATION INFORMATION

1. Public meetings of the Commission shall follow a prescribed agenda, which will be available to the general public no later than the Friday preceding the meeting.
  2. If members of the public wish the Commission to address a specific item at a public meeting, a written request to the Staff Liaison shall be submitted at least one week before the meeting. The written request shall specify the item or items the individual desires to be addressed.
  3. The Commission may consider other matters for the agenda as they see fit.
  4. The Commission will entertain Public Comment at the conclusion of the discussion of the item and prior to specific action on the item during the meeting, at the discretion of the Chair. Individuals must advise the Chair of their desire to offer such comment.
  5. A Public Comment period will be provided at the conclusion of a meeting for input on any new subject.
  6. The Commission Chair shall preside over Public Comments and may within their discretion:
    - a. Recognize individuals wishing to offer comment.
    - b. Require identification of such persons.
    - c. Allocate total available Public Comment time among all individuals wishing to comment.
    - d. Allocate up to a five (5) minute maximum for each individual to offer Public Comment at a meeting, Township Staff shall time comments and shall announce, "one minute remaining" and "time expired" to the Chair.
    - e. Rule out of order scandalous, impertinent and redundant comment or any comment the discernible purpose of which is to disrupt or prevent the conduct of the business of the meeting including the questioning of, or polling of, or debating with, individual members of the Commission.
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**WHITEMARSH TOWNSHIP  
PLANNING COMMISSION MEETING (IN-PERSON)  
MEETING MINUTES  
JANUARY 13, 2026  
6:30 PM**

Attendees/Participants: Carmen Bushong, Sherri Glantz Patchen, Scott Quitel, Elizabeth Shaw-Fink, Dave Shula (Vice Chair), Aaron Kostyk (Chair), Donald Norbeck, Krista Heinrich (Township Engineer), Charlie Guttenplan, AICP (Director of Planning and Zoning), Dave Sander (Solicitor), Vince Manuele (BOS Liaison), Samantha Zarillo AICP (Planner)

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**1. CALL TO ORDER** Mr. Kostyk called the meeting to order at 6:31 PM.

**2. ELECTION OF CHAIR:**

Mr. Shula made a motion to nominate Mr. Kostyk to continue as Chair. Ms. Glantz Patchen seconded. Motion carried 6-0-1. (Mr. Kostyk abstained.)

**3. ELECTION OF VICE CHAIR:**

Ms. Glantz Patchen made a motion to nominate Mr. Shula as Vice-Chair. Ms. Shaw-Fink seconded. Motion carried 6-0-1. (Mr. Shula abstained.)

**4. ANNOUNCEMENTS & CORRESPONDENCE**

- Mr. Guttenplan reminded everyone to speak directly into the microphone.
- Mr. Guttenplan noted that an amended agenda had been distributed the previous day, removing 612 Germantown Pike, LLC. at the request of the applicant, and that the item would not be discussed.
- The Commission was informed that the Board of Supervisors, at its reorganization meeting, reduced the public comment period from five minutes to three, and the question was raised whether the Planning Commission wished to follow suit. Commission members discussed the matter and expressed a preference to retain the existing policy, noting that extended public comment does not frequently occur and that flexibility could be applied on a case-by-case basis.
- Mr. Guttenplan also announced that two emails had been forwarded to the Commission earlier that day, one related to the evening's agenda and another concerning David's Bridal, which was not directly related to the current agenda item but may be more relevant upon submission of a final plan.

**5. APPROVAL OF MINUTES**

- November 19, 2025

A Commission member suggested to amend the meeting minutes revising the language on page two, second paragraph to state that the site was the community's last meaningful river access opportunity rather than that it was discussed as a possibility; removing bold formatting from the paragraph on page four beginning with Sherri Glantz Patchen; and correcting a typo error in her name. The Commission member also requested revisions to the public comment section to reflect that staff's recommendation to open Washington Street to Station Avenue deviated from the Spring Mill Study, undermined the public input process, and potentially undermined safety and planned pedestrian movements, with the order of those concerns adjusted accordingly.

Motion to accept the minutes as amended made by Mr. Norbeck, second Ms. Glantz Patchen, vote 6-0-1 (Mr. Shala abstained, not at that meeting).

- December 9, 2025  
A Commission member raised an observation regarding language on the first page of the minutes referencing an outdoor café in connection with proximity between the courts, and Ridge Pike; stating that they did not recall any discussion about an outdoor café and noting that an existing structure is located between the tennis courts and Ridge Pike. A Commission member recommended striking the café and just mentioning it as an existing structure.

Mr. Shula made a motion to approve the minutes with the correction, with the second from Ms. Bushong. Vote of 5-0-2. (Mr. Norbeck and Ms. Glantz Patchen abstained, not at the meeting).

## **6. ZONING HEARING BOARD APPEALS (None)**

## **7. CONDITIONAL USE APPLICATIONS (None)**

## **8. SUBDIVISION &/OR LAND DEVELOPMENT APPLICATIONS**

- SLD #08-25 608 Germantown Pike Associates LLC; Sketch Plan for 22 Dwelling Units; 604-608 Germantown Pike

Staff member Charlie Guttenplan introduced the item, explaining that as a sketch plan it was presented for discussion with no recommendation required.

Applicant Mr. J B Reibstein purchased 608 Germantown Pike approximately five years ago and received approval in 2021 for an addition to the 608 building. Plans were delayed due to the pandemic. Mr. Reibstein stated that they have struggled to develop a plan that complies with zoning, is physically buildable, financially viable, and improves the appearance and function of the site. Mr. Reibstein explained that the current sketch plan replaces a previously withdrawn townhouse plan and proposes renovation of the pre-existing pre-1940 buildings at 606 and 608 Germantown Pike with two rear additions totaling 22 apartment units, shared parking, and potential open space on the residential B-zoned portion of the site, with a likely mix of both one bedroom and two-bedroom units. Mr. Reibstein stated that access and driveway design may change, including a possible in-and-out driveway between 606 and 608, and that coordination with adjacent properties is being explored.

A Commission member commented that the compliance for the use of 604 Germantown Pike was not shown. They asked the applicant to clarify the use of 604 Germantown Pike.

Mr. Reibstein clarified that the current use of the single-family home will continue to be rented out as a single-family home. It is not part of the development plan except for the shared egress using the existing driveway on 604 Germantown Pike. The applicant further discussed their ownership of 604, 606 and 608 Germantown Pike and that the original idea was to develop all three. Mr. Reibstein notes that the use for 604 Germantown Pike may not be necessary. The applicant mentioned the driveway on 608 being very narrow, so to prevent cars from backing into Germantown Pike, having a two way driveway would work best and allow emergency vehicle access to make a wider turn.

A Commission member made a comment about an alignment for Westaway Drive, asking if that is being looked at.

Mr. Reibstein referenced the zoning code and needing a variance to tear down buildings built before 1940, also noting the need for highway occupancy permit. The applicant notes that the problem with the pre-1940 building is in the right exact spot needed to align the driveways. So, he notes that the building can either be torn down to align the driveways or keep the building. The applicant notes that the zoning codes are hard to comply with. A Commission member asked if the applicant had any communication with SEPTA. Mr. Reibstein noted that they have not, but it would be nice to have something covered for bus commuters.

A Commission member commented that the applicant is seeking twenty-two dwelling units, which means they are 17.9 dwelling units per acre with a maximum of eight are allowed. They note that scaling down this project would be the best and that it would comply with the zoning code. They agreed with the other Commission member about reworking the site and the driveway access. Mr. Guttenplan noted that area zoned B can only be used for single family houses; and because the applicant can't build apartments or townhouses in zone B, it's not a part of calculations; regardless of the matter, there's a density issue that would require a variance. The applicant notes that having nine dwelling units would make million-dollar homes due to the financial variables.

A Commission member talks about the benefit of attached structures instead of standalone structures. The applicant answers that due to zoning requirements for the demolition of pre 1940 structures, the work around for that is to keep the buildings and build additions to meet the requirements. But they note their preference to take down the buildings in their entirety. The plan is to renovate the existing buildings, which would be more expensive than starting over.

A Commission member notes that they would second the other Commission member to not agree with the variance specifically because of the number of units per acre. The Commission member proceeded to discuss the many limitations of the land, and remarks that selling the land might be the better option. Adding greenery to the area would also be beneficial.

A Commission member asked about prior sketch plans on townhomes. The applicant answered noting the cost for townhouses and how much they would have to sell for. The Commission member pursued, asking if they would consider building two-bedroom dwellings to bring the unit number down to invite families instead of one bedroom.

Public in attendance: *Sydelle Zove, Tom Manley, Amy Baker, Andrew Monaghan, Matt Witteman,*

Tom Manley, 3065 Kerper road, spoke on behalf of residents from Mitchell Court, Lafayette Park, Westaway Drive, and Messiah United Methodist Church, raising concerns regarding density, traffic, stormwater management, loss of greenery, and lack of community benefit.

Resident Sydelle Zove, Harts ridge Road, asked Mr. Guttenplan how many dwelling units would be permitted if the three parcels were combined. Mr. Guttenplan responded that the zoning limit of eight dwelling units per acre would allow approximately ten units. She stated that she agreed with prior comments opposing the proposal and recommended that the applicant return to the drawing board, suggesting demolition of the middle structure at 606 Germantown Pike to allow for improved access, driveway alignment opposite Westaway Drive, and a more creative design that could provide broader community benefits.

Andrew Monaghan, 621 Wagner Road, echoed concerns regarding the condition of the area and encouraged greater creativity in redevelopment.

Amy Baker, 306 Kerper Road, noted longstanding concerns related to soil, stormwater, and maintenance predated the applicant's purchase of additional properties and stated that tree removal had occurred without subsequent site improvement.

Matt Wittemann, 3066 Kerper Road, expressed support for prior comments and encouraged consideration of open space or heavily landscaped community use.

Commission Chair Kostyk closed public comment and invited the applicant back to the podium. The Commission Chair also noted that the ingress-egress traffic would be an issue, and that stormwater would have to be made a priority. The Commission members also made a note about maintenance concerns on the property.

A Commission member commented that the applicant could go to HARB to gather information on the pre-1940- structures to see if there was any historical significance. If there is nothing special, then maybe knocking them down might be the better way to go for the applicant. They note that having a supporting report from the HARB would help in the process of getting a variance to tear them down.

Resident Zove, Harts Ridge Road, commented the 604, 606 and 608 Germantown Pike properties do not fall in HARB's jurisdiction because they are not in the historic district.

Mr. Guttenplan noted that there was no magic about 1940; when the ordinance was created, 1940 ended up being the number everyone agreed on as an age limit for homes. Yet in the past there have been one or two variances where pre-1940 buildings have been removed. A Commission member asked the applicant if that would change their calculations, and the applicant said it would change. To scrap the buildings and start over would be the clean slate they needed. Another Commission member noted their concerns on density, hardscape, and talked about the increase of green space to keep the character of the commercial district.

## **9. OLD BUSINESS (none)**

## **10. NEW BUSINESS**

- Sewer Module Component 4A; SLD #07-23 Hightop Real Estate & Development, HT 1001 Washington LLC

Mr. Guttenplan explained that Component 4A of the sewer planning module is a DEP-required review for developments connecting to the sewer system and requires Planning Commission confirmation of responses regarding zoning, comprehensive plan consistency, and environmental impacts. Mr. Guttenplan explained that an additional comment was added to the planning module to reflect the Planning Commission's previously stated concerns with the development. Mr. Guttenplan added that the comment could be removed if the Commission preferred. A Commission member responded that the comment could be revised or omitted, stating that it did not appear relevant to the planning module document itself despite the Commission's earlier recommendation to the Board of Supervisors. However, because the project has already been approved, staff noted that the module must proceed. The Commission was asked to consider whether it concurred with the responses as provided and, if so, to take action by motion so the materials could be submitted back to the applicant and incorporated into the remaining components of the planning module. Mr. Guttenplan reported that reviews of historical, archaeological, and environmental resources found no impacts based on the SHPO review, and clearances from Pennsylvania's Fish and Boat Commission and DCNR. While the project is not fully consistent with the Township's sewer plan, staff noted that the existing and proposed connections rely on a pump station and force main, which has historically been the case for this site.

A Commission member asked whether the plan was consistent with the Township's comprehensive plan. Mr. Guttenplan highlighted that while some inconsistencies have been identified, the proposal was generally consistent with the adopted riverfront and land use plans, including the 2022 river plan and aligned with the zoning that permits development along the river. A Commission member questioned whether the proposal met the spirit of the river plan's intent to exceed minimum environmental and access standards. Mr. Guttenplan stated that this determination was a judgment call and that the response could be revised if the Commission felt it should reflect those concerns, while another Commission member added that the proposal did not appear to exceed EPA standards based on notes from prior discussions.

A Commission member expressed frustration that the Planning Commission's prior unanimous recommendation against the project was not followed by the Board of Supervisors and questioned the reasoning behind the decision. The Commission member stated that, in their view, the proposal was not consistent with the comprehensive plan, did not support the protection of water resources, and could potentially impact wetlands and ecological systems, and that several questions in the planning module could not reasonably be answered with a simple "yes" or "no". Mr. Guttenplan responded that completion of the planning module is a required step at this stage of the development process and is not discretionary, though the responses within it may be discussed and revised. A Commission member reiterated that multiple responses in the module did not accurately reflect the issues raised during review. A Commission member went on to ask if FEMA had come back with a decision and acknowledged that while the project is not ideal, it does provide some benefits such as river access and improvements along Washington street.

A Commission member expressed concern that the Planning Commission is being asked to approve a perfunctory yes-or-no planning module beyond the 60-day review period, despite lacking sufficient expertise or independent verification regarding endangered species and environmental impacts. They

stated that several responses—particularly those related to water resources and threatened species—are inadequately supported and recommended not concurring with multiple items, emphasizing discomfort with being asked to endorse conclusions without thorough investigation. He also reiterated that the plan was not consistent with the comprehensive plan.

Mr. Guttenplan proposed going with Krista's suggestion and putting an asterisk at the bottom because the Planning Commission is not comfortable with answering them.

A Commission member also stated that question 3 should be answered "no", asserting that the proposal is not consistent with the use, development, and protection of water resources given the site's location, setbacks and water-related constraints discussed. They noted that while the stormwater controls may be strong, the broader impacts on water resources make the project inconsistent with their protection. A Commission member made a rebuttal that the term water resources are broad, does not mean it is not protective of the river, despite it having strong water controls, so she announced she does not agree with the "no" for this question. A Commission member stated that it was "egregious" that the Planning Commission was being asked to do this with them not there and not having any proof of looking at endangered species, surrounding wetlands or if the water resources will be protected.

The chair opened the discussion to public comments. Tim Doll, Fairway Road agreed with much of what the Commission member said, mentioning that it was disgusting how the Board of Supervisors approved, despite the situation being explained in detail.

Resident Zove also agreed with the Commission member, saying that the project was "insane" for moving forward. She also said the answers to questions 6 and 9 were wrong, noting that specifically the number of variances shouldn't have been approved in the first place. She went back to question 6, and referenced minutes from 2 years ago, January 23<sup>rd</sup>, 2024, page 8, stating that a known historic resource—Moorhead Clayworks, dating to the mid-1800s—exists on the site and is documented in the PA-SHARE database and SHPO correspondence. She emphasized that the proposed demolition would destroy this historic structure and urged that Question 6 be marked "yes," with the impact clearly stated as the loss of a significant historic resource, which she argued conflicts with the Township's comprehensive plan and goals for historic preservation.

The chair closed public comment. A Commission member noted that the comprehensive plan's Riverfront Objective 2B calls for more stringent floodplain management and standards exceeding FEMA requirements and stated that the plan for 1001 Washington street does not appear to meet or exceed those standards. A Commission member noted that the provision cited is directed at the Township actions rather than individual projects and does not render the proposal inconsistent with the comprehensive plan. They concluded that the project remains consistent with some aspects of the plan and not with others, and that this does not change the appropriate response. A Commission member asked if the prior Commission member could give a few concrete examples of how she thinks it was consistent.

Mr. Guttenplan mentioned that although the plan is not consistent in every aspect, it does allow more public access to the river. A Commission member noted that the ecological aspects are not consistent with the plan. Mr. Guttenplan explained that while the sources were consulted with the developer, the responses reflect staff input and stated that given the discussion, it would be more appropriate to indicate that the Planning Commission is not comfortable responding. They note uncertainty about the full range of impacts, acknowledged known negative impacts, and recommended deferring formal responses rather than answering the form as presented. A Commission member recommended submitting the form with changes rather than approving it as is: revising question 2: to state the proposal is consistent with some, but not all, aspects of the comprehensive plan; leaving question 3, 5, and 7 with a notation that the Planning Commission was not comfortable responding due to incomplete impact analysis; and changing question 6 to "yes" with a narrative noting the presence of the former Moorhead Clayworks industrial complex on the site. The Commission members noted that they would go with approval but would be flat out "no" for number three. The Commission members also agreed to take out the comment at the end.

Ms. Glantz Patchen made a motion agree with the presented info, which was seconded by Mr. Norbeck. The motion carried by a vote of 6-1, with Mr. Quitel stating disagreement specifically to question three, asserting it should be a definitive no to the protection of water resources.

- Initiation of MCPC 2026 Zoning Work Program—Tim Konetchy, AICP

Mr. Guttenplan introduced Tim Konetchy to discuss the implementation of the zoning decisions made in December 2025, and to outline zoning priorities for the coming year. Staff then referenced the 2026 work program memo included in the packet, noting plans to address several minor zoning amendments during the first half of 2026, consistent with items discussed previously.

Mr. Konetchy also outlined how zoning work will be divided, with Mr. Guttenplan reviewing permitted uses in the VC District and Tim Konetchy focusing on shared parking, off street parking, loading requirements, including correcting omissions and reducing unnecessary impervious coverage. Additional minor amendments include reviewing residential uses in the floodplain conservation district, making limited updates to the solar energy system provisions, and resolving conflicts between the Spring Mill Mixed-Use District and the Transit-Friendly Design Overlay. The discussion then shifted to the Conservation Design Overlay (CDO) District, adopted in 2006, with its intent to conserve open space and sensitive natural resources while allowing flexible neighborhood design, and its limited permitted uses. Staff explained how development yield is calculated through a site capacity analysis and noted that the CDO applies to certain residential districts when five or more dwelling units are proposed, with standards layered onto the underlying zoning districts. Mr. Konetchy further described three conservation design options available under the overlay district, ranging from very low-density development with large minimum lot sizes to higher-density options with increasing open space requirements based on the zoning district. He explained the various forms common open space may take, including conservation land, agricultural use, recreation, township dedication, or HOA ownership, noting past issues with counting private rear yards as community open space. The overarching goals are to retain flexibility while emphasizing meaningful, usable open space and ensuring the regulations function effectively across both small and large developments, as the current framework has not always worked as intended.

Mr. Guttenplan noted that the scale is a key concern, noting that the conservation design overlay has been applied to small infill projects where the resulting open space had little practical value. He observed that the district was originally intended for large tracts but has been applied broadly, leading to shortcomings on smaller parcels, and stated that addressing scale should be a central focus in developing a replacement district.

Mr. Konetchy outlined the plan to identify scale thresholds for applying different development standards, supported by extensive site plan testing using multiple design scenarios to see what works and what does not. Staff will research model ordinances, comparable projects in other municipalities, and review the 2022 OSCO draft, using testing results to refine standards before coordinating with Township staff and advancing a consolidated package to the Board of Supervisors later in the year.

A Commission member requested that Mr. Konetchy provide clear, real-world examples to show where the open space standards did not function as intended, particularly related to scale, and explain how and why they failed. They also asked for simple reference information showing the acreage thresholds and distinctions between zoning districts (such as 4A versus 3A) to make the standards more understandable and user-friendly for both the Commission and the public.

Mr. Konetchy agreed with the suggestion and committed to preparing a simple “cheat sheet” outlining underlying zoning standards to aid discussion and understanding. He also proposed reviewing built and approved subdivisions over the coming months to analyze where outcomes did not meet with intent, even when regulations were technically followed, and to use those examples to inform revisions.

Resident Zove expressed concern that all the extensive planning efforts are undermined when the Zoning Hearing Board grants numerous variances that conflict with adopted plans. She suggested holding a workshop for the Zoning Hearing Board to familiarize them with the comprehensive plan and related planning documents, so variance decisions better align with community goals.

## **11. PLANNING COMMISSION MEMBER COMMENTS (none)**

## 12. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Mr. Guttenplan noted that he should have include under 'Announcements' that the Board of Supervisors adopted the steep slope regulations at its first regular meeting last week, and that those regulations are now in effect. The chair asked if there were any more members' comments, and if there were any public comments for non-agenda items.

Resident Zove thanked Sherri Glantz Patchen for opposing a reduction in public comment time, noting appreciation for retaining the full five minutes to allow thoughtful and prepared public input.

## 13. ADJOURNMENT

Ms. Shaw-Fink made a motion to adjourn the meeting, seconded by Mr. Norbeck. Motion carried unanimously. Meeting adjourned at 8:38 PM.

Respectfully submitted,

Charles L. Guttenplan, AICP  
Director of Planning & Zoning

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



**WHITEMARSH TOWNSHIP  
CONDITIONAL USE APPLICATION**

**Applicant Information**

Name: Fort Washington Real Estate LLC  
Address: 456 E. Hancock Street  
City: Lansdale State: PA Zip: 19446  
Phone: Please contact attorney. Email: Please contact attorney.  
Interest of Applicant, if not owner (agent, lessee, etc.): Equitable Owner.

**Owner Information**

Name: 451 Bethlehem Pike - Wissahickon Hall, LLC  
Address: 812 N. Bethlehem Pike  
City: Ambler State: PA Zip: 19002  
Phone: N/A Email: N/A

**Attorney for Applicant Information**

Name: Carl N. Weiner, Esq. and Celso L. Leite, Esq. of Hamburg Rubin, Mullin, Maxwell & Lupin, PC  
Address: 1684 S. Broad Street, Suite 230, P.O. Box 1479  
City: Lansdale State: PA Zip: 19446  
Phone: 215-661-0400 Email: cweiner@hrmml.com and cleite@hrmml.com

**1. Brief Description of Real Estate Affected:**

Parcel #(s): 65-00-00685-00-6 Block No. 051  
Address: 451 Bethlehem Pike  
Lot Size: 16,890 S.F. +/- Deed Recorded at Norristown in Deed Book No.: 6244 Page No.: 02669  
Present Zoning Classification: VC-1 Village Commercial District 1 Present Use: Business / Professional Office  
Present Improvements on Land: See attached.

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

Please see attached.



## WHITEMARSH TOWNSHIP CONDITIONAL USE APPLICATION

<b>3. Describe the Proposed Use of Property</b>	
Please see attached.	
<b>4. Briefly State Why the Applicant Believes the Board of Supervisors Should Grant the Application:</b>	
NOTE: The applicant or its representative(s) shall be required to provide testimony at the Planning Commission meeting(s) at which this application is discussed and at the required Board of Supervisors Public Hearing(s) for this application, addressing the Board of Supervisors considerations as specified in Section 116-37.F. of the Whitemarsh Township Zoning Ordinance.	
Please see attached.	
<b>5. Answer the Following Questions and Provide a Date of Previous Application (if known):</b>	
Has a previous Conditional Use Application been filed for this Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No <u>Unknown.</u>
Has a previous Zoning Hearing Board Application been filed for this Property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>Yes.</u>
Has a previous Subdivision or Land Development Application been filed for this Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No <u>Yes.</u>

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

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

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

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

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

*Hamburg, Rubin, Mullin, Maxwell & Depina, PC*  
 APPLICANT SIGNATURE: *By: Celso J. Ruiz, Jr.*  
 PRINT NAME: *Celso J. Ruiz, Jr., Esq.*  
*Attorney on behalf of Applicant*

## FORT WASHINGTON REAL ESTATE LLC

### ZONING APPLICATION SUPPLEMENT

#### Applicant and Property

Fort Washington Real Estate LLC (“**Applicant**”) is the equitable owner of the property located at 451 Bethlehem Pike (“**Property**”), which is in Whitmarsh Township’s VC-1 Village Commercial District (“**District**”).<sup>1</sup>

The Property is currently used as a multi-tenant office building, which is permitted by-right in the District.<sup>2</sup> In 2015, the Property was the subject of a lot line adjustment with adjoining property. As a result, the Property relies on adjoining 455 Bethlehem Pike for parking and access.<sup>3</sup> This parking and access arrangement is the subject of a recorded easement which is attached to this Application.

The office building consists of four suites. The first floor contains one suite that is of 2,252 square feet (+/-) (“**First Floor Suite**”). The second floor contains a 2,099 square foot (+/-) suite. The third floor contains two suites that are 1,125 square feet (+/-) and 966 square feet (+/-).

#### Proposal and Requested Relief

Applicant proposes that the First Floor Suite be used for a dental office, which is permitted in the District as a conditional use.<sup>4</sup> To that end, Applicant requested the following relief:

1. Conditional use approval to allow a dental office use in the First Floor Suite, in accord with §§ 116-37 and 116-290.C.(3) of the Zoning Ordinance; and,
2. To the extent necessary, conditional use approval to reduce the amount parking below that which is required, in accord with § 116-291.A. of the Zoning Ordinance.

Applicant intends to demonstrate compliance with applicable conditional use criteria at the Hearing before the Whitmarsh Township Board of Supervisors.

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<sup>1</sup> The Property is further identified as Tax Parcel No. 65-00-00685-00-6.

<sup>2</sup> WHITEMARSH TOWNSHIP, PA., CODE, § 116 -290.A [Use Regulations] (the zoning provisions of the Township Code are referred to herein as the “**Zoning Ordinance**”).

<sup>3</sup> 455 Bethlehem Pike is further identified as Tax Parcel No. 65-00-00682-00-9.

<sup>4</sup> Zoning Ordinance, §116-290.C [Use Regulations].

HRMM&L

HAMBURG, RUBIN, MULLIN,  
MAXWELL & LUPIN, PC

www.HRMML.com  
Lawyers@HRMML.com

33077-0001

February 5, 2026

Via E-mail Only

Charles Guttenplan  
Director of Planning & Zoning  
Whitemarsh Township  
616 Germantown Pike  
Lafayette Hill, Pennsylvania 19444  
cguttenplan@whitemarshwp.org

**RE: FORT WASHINGTON REAL ESTATE LLC**  
451 Bethlehem Pike (Parcel No. 65-00-00685-00-6)  
*Conditional Use Application*

Dear Mr. Guttenplan:

This office represents Applicant, Fort Washington Real Estate LLC, which is the equitable owner of 451 Bethlehem Pike (Parcel No. 65-00-00685-00-6) (“**Property**”). On January 14, 2026, Applicant submitted a conditional use application seeking conditional use approval to permit a dental office at the Property and, to the extent necessary, conditional use approval for reduced parking.

After further investigation and consultation with your office, Applicant no longer requires conditional use approval for the reduced parking. Please allow this letter to amend the January 14, 2026 application as follows: (1) the present use of the Property is “Office and Medical Office,” and (2) a revised Zoning Application Supplement is attached.

Should you need anything further, please do not hesitate to call me.

Respectfully,

**HAMBURG, RUBIN, MULLIN,  
MAXWELL & LUPIN**

By: 

CELSO L. LEITE, JR.

J. Edmund Mullin  
Steven H. Lupin  
Carl N. Weiner  
Mark F. Himsworth  
Steven A. Hann  
Steven B. Barrett  
Christen G. Pionzio  
Ethan R. O’Shea  
Bernadette A. Kearney  
Paul G. Mullin  
John J. Iannozzi  
William G. Roark  
Kevin M. McGrath LL.M.  
Lisa A. Shearman, LL.M.  
Robert J. Iannozzi Jr.  
Sean E. Cullen LL.M.  
Michael S. Gill  
Ron L. Woodman  
Amy C. Quigg  
John S. Han  
Steven J. English  
Danielle M. Yacono  
Zachary R. Morano  
Brittany Ann Kane  
Celso L. Leite, Jr.  
J. Braun Taylor  
Mark A. Umansky  
Gabriela A. Amado  
Grace C. Gelone  
Rylie M. Eisenhardt  
Delia R. Morales

**OF COUNSEL:**  
Senator John C. Rafferty Jr.  
Noah Marlier  
Kathleen A. Maloles

**LANSDALE**  
1684 S. Broad Street  
Suite 230  
Post Office Box 1479  
Lansdale, PA 19446-5422  
Phone 215-661-0400  
Fax 215-661-0315

**PHILADELPHIA**  
123 S. Broad Street  
Suite 2102  
Philadelphia, PA 19109

**FORT WASHINGTON REAL ESTATE LLC**

**REVISED ZONING APPLICATION SUPPLEMENT**

**Applicant and Property**

Fort Washington Real Estate LLC (“**Applicant**”) is the equitable owner of the property located at 451 Bethlehem Pike (“**Property**”), which is in Whitemarsh Township’s VC-1 Village Commercial District (“**District**”).<sup>1</sup>

The Property is currently be used as a multi-tenant office building, which is permitted by-right in the District.<sup>2</sup> In 2015, the Property was the subject of a lot line adjustment with adjoining property. As a result, the Property relies on adjoining 455 Bethlehem Pike for parking and access.<sup>3</sup> This parking and access arrangement is the subject of a recorded easement which is attached to this Application.

The office building consists of four suites. The first floor contains a 2,252 square foot (+/-) suite (“**First Floor Suite**”). The second floor contains a 2,099 square foot (+/-) suite. The third floor contains a 804 square foot (+/-) suite and a 921 square foot (+/-) suite.

**Proposal and Requested Relief**

Applicant proposes that the First Floor Suite be used for a dental office, which is permitted in the District as a conditional use.<sup>4</sup> To that end, Applicant requested the following relief:

Conditional use approval to allow a dental office use in the First Floor Suite, in accord with §§ 116-37 and 116-290.C.(3) of the Zoning Ordinance.

Applicant intends to demonstrate compliance with applicable conditional use criteria at the Hearing before the Whitemarsh Township Board of Supervisors.

---

<sup>1</sup> The Property is further identified as Tax Parcel No. 65-00-00685-00-6.

<sup>2</sup> WHITEMARSH TOWNSHIP, PA., CODE, § 116 -290.A [Use Regulations] (the zoning provisions of the Township Code are referred to herein as the “**Zoning Ordinance**”).

<sup>3</sup> 455 Bethlehem Pike is further identified as Tax Parcel No. 65-00-00682-00-9.

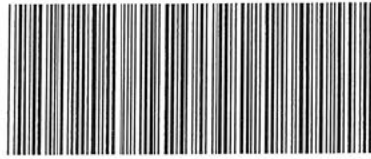
<sup>4</sup> Zoning Ordinance, §116-290.C [Use Regulations].



RECORDER OF DEEDS  
MONTGOMERY COUNTY  
*Nancy J. Becker*

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

**DEED BK 5971 PG 01411 to 01427.1**  
INSTRUMENT # : 2015072268  
RECORDED DATE: 09/23/2015 03:33:09 PM



3253701-0018N

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 18

<b>Document Type:</b> Easement	<b>Transaction #:</b> 3269343 - 3 Doc(s)
<b>Document Date:</b> 06/29/2015	<b>Document Page Count:</b> 16
<b>Reference Info:</b>	<b>Operator Id:</b> dkrasley
<b>RETURN TO:</b> (Simplifile) Mobile Settlement Services, Inc, 1005 Pontiac Dr. PMB 302 Drexel Hill, PA 19026 (610) 789-3636	<b>PAID BY:</b> MOBILE SETTLEMENT SERVICES INC

<b>* PROPERTY DATA:</b>	
Parcel ID #: 65-00-00682-00-9	65-00-00685-00-6
Address: 455 BETHLEHEM PIKE	451 BETHLEHEM PIKE
PA	FORT WASHINGTON PA
Municipality: Whitmarsh Township (100%)	Whitmarsh Township (0%)
School District: Colonial	Colonial

**\* ASSOCIATED DOCUMENT(S):**

<b>CONSIDERATION/SECURED AMT:</b>	DEED BK 5971 PG 01411 to 01427.1
<b>TAXABLE AMOUNT:</b>	Recorded Date: 09/23/2015 03:33:09 PM
<b>FEES / TAXES:</b>	
Recording Fee:Easement	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Additional Pages Fee	
Affidavit Fee	
Additional Parcels Fee	
Affordable Housing Pages	
Affordable Housing Parcels	
<b>Total:</b>	



*Nancy J. Becker*

**Nancy J. Becker**  
Recorder of Deeds

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

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

Digitally signed 12/29/2025 by montgomery.county.rod@govos.com

**Certified and Digitally Signed**

eCertified copy of recorded # 2015072268 (page 1 of 18)  
Montgomery County Recorder of Deeds



Validation may require Adobe® Windows Integration®

Prepared by:

Kaplin Stewart Meloff Reiter & Stein, P.C.  
Attn: Simi Kaplin Baer, Esq.  
Union Meeting Corporate Center  
910 Harvest Drive  
P.O. Box 3037  
Blue Bell, PA 19422

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
65-00-00682-00-9 WHITEMARSH TOWNSHIP  
455 BETHLEHEM PIKE  
VILLAGE AT FORT WASHINGTON LTD  
B 051 L U 032 4100 09/23/2015



LG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
65-00-00685-00-6 WHITEMARSH TOWNSHIP  
451 BETHLEHEM PIKE  
451 BETHLEHEM PIKE LP  
B 051 L U 031 4100 09/23/2015



LG

Return to:

Mobile Settlement Services, Inc.  
1005 Pontiac Dr.  
PMB 302  
Drexel Hill, Pa 19026

Being part of both:

Parcel #65-00-00682-00-9  
Parcel #65-00-00685-00-6



**PARKING, ACCESS AND ENCROACHMENT EASEMENT**

This **PARKING, ACCESS AND ENCROACHMENT EASEMENT AGREEMENT** (this "Agreement") is made this 29<sup>th</sup> day of June, 2015 by **VILLAGE AT FORT WASHINGTON, LTD** ("VFW") and **451 BETHLEHEM PIKE, L.P.** ("451").

**Background**

A. VFW is the owner of a certain parcel of land located adjacent to South Bethlehem Pike, Fort Washington, Whitmarsh Township, Montgomery County, Pennsylvania, identified as tax parcel number 65-00-00682-00-9 as more fully described on **Exhibit A** attached hereto and made a part hereof ("**VFW Property**").

B. 451 is the owner a certain parcel of land located adjacent to the VFW Property upon which there is constructed an office ("**Office Building**") identified as tax parcel number 65-00-00685-00-6 as more fully described on **Exhibit B** attached hereto and made a part hereof (the "**451 Property**").

C. Prior to entering into this Agreement, VFW and 451 "swapped" portions of their respective properties ("**Swap**") in order to arrive at what is now the VFW Property and the 451 Property. VFW is in the process of permitting and constructing a multi-family residential project on the VFW Property.

D. As a condition to the Swap, VFW is required to reconstruct twenty-seven (27) parking spaces on the 451 Property and an Access Driveway (hereinafter defined) ("**Reconstruction**") that 451 lost when it sold what is now a portion of the VFW Property to VFW. Until the Reconstruction is completed, 451 requires the right to park in the portion of the 451 Property depicted on **Exhibit "C"** attached hereto and made a part hereof ("**Parking Easement Area**").

E. As a result of the Swap, a portion of an approximately \_\_\_\_ square foot, two (2) story structure (the "**VFW Building**") is located on the 451 Property as depicted on the plan attached hereto and made a part hereof as **Exhibit "D"** ("**Encroachment Easement Area**"). Until the Reconstruction, when the VFW Building will be demolished, VFW requires an easement for the encroachment of the VFW Building on the 451 Property.

F. As a result of the Swap, 451 requires an access easement over the portion of the VFW Property depicted on **Exhibit "E"** attached hereto and made a part hereof ("**Access Easement Area**") upon which VFW, at its sole cost and expense, shall construct an access driveway ("**Access Driveway**").

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Grant of Parking Easement.** VFW, for itself, its successors and assigns, hereby grants and conveys an exclusive, temporary easement for the benefit of the owner of the 451 Property and its agents, customers, invitees, licensees, tenants and employees to use the



parking spaces located on the Parking Easement Area for the purpose of parking vehicles and for ingress and egress to and from the 451 Property and the Parking Easement Area ("**Parking Easement**"). 451 and its successors and assigns, shall retain and have the right to use and enjoy the Parking Easement Area to park vehicles conducting business at the Office Building and no other use, provided that 451 shall not, at any time during the term of this Agreement, build, install, construct, plant or locate any temporary or permanent buildings or structures on the Parking Easement Area.

2. **Grant of Access Easement.** VFW, for itself, its successors and assigns, hereby grants and conveys to 451, its successors and assigns, a perpetual, non-exclusive right and easement of pedestrian and vehicular access over the Access Easement Area for the purpose of ingress and egress to and from the 451 Property and Bethlehem Pike ("**Access Easement**"). The foregoing right and easement is for the benefit of, and may be exercised by, only 451 its tenants and their respective invitees ("**Benefited Parties**"). 451 may not expand the parties to whom the Access Easement benefits and 451 may not allow parties other than the Benefited Parties to use or enjoy the Access Easement or the rights granted herein. VFW shall have the right to enact reasonable rules and regulations regarding the use of the Access Easement Area, and VFW may install or implement such safety measures as VFW deems reasonably necessary for the proper use of the Access Easement Area, including installing traffic control devices and speed bumps. 451 shall be responsible for compliance with any such rules, regulations and safety measures. To the extent that the Access Driveway is not constructed in the location depicted on the Access Driveway Plan, VFW covenants that it shall not construct any permanent structure in between the eastern boundary of the 451 Property and the Access Driveway; such that the 451 Property shall maintain a "corner" with the Access Driveway ("**No Build Restriction**").

3. **Maintenance.** VFW, at VFW's sole cost and expense, shall be solely responsible for maintaining, repairing and replacing the Parking Spaces on the Parking Easement Area. VFW, at VFW's sole cost and expense, shall be solely responsible for repairing, maintaining, including the prompt removal of snow and ice and replacing the Access Easement Area.

4. **Encroachment Easement.** 451, for itself, its successors and assigns, hereby grants and conveys to VFW, an exclusive, temporary right and easement to permit the VFW Building to encroach upon the Encroachment Easement Area ("**Encroachment Easement**"). VFW shall not expand the VFW Building on any other portion of the 451 Property. All rent and other revenue derived from the VFW Property shall be the sole property of VFW. This Encroachment Easement does not authorize any further or other encroachment into the Encroachment Easement Area. VFW shall demolish the VFW Building at such time as it commences the Reconstruction. VFW shall be responsible to maintain the VFW Building in a commercially reasonable condition at its sole cost and expense until the demolition thereof.

5. **Insurance for 451.** 451 shall maintain liability insurance in commercially reasonable amounts for the Parking Easement Area and Access Easement Area, naming VFW as additional insured, which insures against bodily injury and death and property damage that arises out of or is caused by the use of or entry on the Parking Easement Area and Access Easement Area. 451 shall provide evidence to VFW that the insurance required herein is in effect. All



insurance shall be written on an "occurrence" basis with financially responsible companies licensed to issue insurance in the Commonwealth of Pennsylvania.

6. **Insurance for VFW.** VFW shall maintain liability insurance in commercially reasonable amounts for the Encroachment Easement Area, naming 451 as additional insured, which insures against bodily injury and death and property damage that arises out of or is caused by the use of or entry on the Encroachment Easement Area. VFW shall provide evidence to 451 that the insurance required herein is in effect. All insurance shall be written on an "occurrence" basis with financially responsible companies licensed to issue insurance in the Commonwealth of Pennsylvania.

7. **Indemnification by 451.** 451 shall indemnify, defend and hold VFW harmless from any liability, cost or expense (including attorney's fees) incurred by VFW by reason of injury to persons or damage to property arising out of or in connection 451's use of or entry upon the Parking Easement Area and/or Access Easement Area, except for such liability, cost or expense caused by the negligence of VFW, or its agents, employees or independent contractors. VFW shall indemnify, defend and hold 451 harmless from any liability, cost or expense (including attorney's fees) incurred by 451 by reason of injury to persons or damage to property arising out of or in connection VFW's construction activities on the 451 Property except for such liability, cost or expense caused by the negligence of 451, or its agents, employees or independent contractors.

8. **Indemnification by VFW.** VFW shall indemnify, defend and hold 451 harmless from any liability, cost or expense (including attorney's fees) incurred by 451 by reason of injury to persons or damage to property, as well as claims by tenants of the VFW Building or governmental agencies, arising out of or in connection VFW's use of or entry upon the Encroachment Easement Area, except for such liability, cost or expense caused by the negligence of 451, or its agents, employees or independent contractors.

9. **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of the VFW Property or the 451 Property shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

10. **Termination.** Upon the completion of the Reconstruction and acknowledgement thereof by Whitmarsh Township (either by letter, permit or release of the financial security securing such Reconstruction), the Parking Easement and Encroachment Easement and 451's and VFW's rights contained herein shall automatically terminate and be null and void. At such time, VFW shall be permitted to record a termination of easement against the VFW Property and the 451 Property. No such termination shall serve to terminate the Access Easement or No Build Restriction.

11. **General Provisions.**

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



b. **Recording the Agreement.** This Agreement shall be recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania.

c. **Obligations to Run with the Land.** The covenants and obligations of this Agreement shall be covenants running with the land, but shall terminate in accordance with Section 6 hereof.

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

e. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement.

-SIGNATURE PAGE FOLLOWS-



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

VFW:

VILLAGE AT FORT WASHINGTON, LTD

By: Allyn E. Harth V.P.  
Name: Allyn E. Harth  
Title: V.P.

451:

451 BETHLEHEM PIKE, L.P.

By: 451 BETHLEHEM PIKE GENERAL, LLC, its general partner  
By: [Signature]  
Name: Andrew J. DeGroot Andrew J. DeGroot  
Title: Partner managing member



COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF *Montgomery* :

On this 29<sup>th</sup> day of June, 2015, before me, the undersigned officer, personally appeared Allyn E. Harath, who acknowledged himself/herself to be the Vice President of **VILLAGE AT FORT WASHINGTON, LTD** and as such officer executed the foregoing instrument for the purposes therein contained.

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

*Marya Wisniewski*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marya Wisniewski, Notary Public  
Conshohocken Boro, Montgomery County  
My Commission Expires June 14, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Montgomery : ss  
:

On this 20th day of June, 2015, before me, the undersigned officer, personally appeared Andrew J. Groat, who acknowledged himself/herself to be the managing member of **451 BETHLEHEM PIKE GENERAL, LLC** general partner of **451 BETHLEHEM PIKE, L.P.**, and as such officer executed the foregoing instrument for the purposes therein contained.

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

Marya Wisniewski  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Marya Wisniewski, Notary Public  
Conshohocken Boro, Montgomery County  
My Commission Expires June 14, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



EXHIBIT "A"Description of the VFW Property

ALL THAT CERTAIN tract, piece or parcel of land, Situate in the Village of Fort Washington, Township of Whitmarsh, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake set for a corner of this and land of the said "Wissahickon Council No. 100 Junior Order of United American Mechanics" on the Easterly side of the Chestnut Hill and Springhouse Turnpike Road; thence by land of the said "Wissahickon Council No. 100 Junior Order of United American Mechanics" whereof this was a part, South Eighty-two degrees Thirty-four minutes East Two hundred Fifty-nine feet to a stake in line of land of the North Pennsylvania Railroad Company; thence by land of the said Railroad Company, which is used as a road or highway, South Seventy-four and One-half degrees West Two hundred Eighty-two and Ninety-two one-hundredths feet to a stake in the Easterly side of the aforesaid Turnpike Road; thence along the Easterly side thereof, North Seven and Three-quarter degrees East One hundred Ten and Fifty-four one-hundredths feet to the place of beginning.

PARCEL NO. 65-00-00682-00-9

---



EXHIBIT "B"Description of the 451 Property

ALL THAT CERTAIN lot or piece of land, situate In Whitmarsh Township, Montgomery County, Pennsylvania, bounded and described, as follows:

BEGINNING at a point in the line of Eastern side of Bethlehem Pike (formerly Chestnut Hill and Springhouse Turnpike Road) a corner of this and land now or late of Frederick S. Genter, deceased; thence along Eastern side of said Turnpike Road South 07 degrees 45 minutes West 210.45 feet to a corner; thence along line of land now or late of North Pennsylvania Railroad (used as a roadway for said Company), North 74 degrees 30 minutes East 370.92 feet to a stone a corner; thence along land of the same Company, North 01 degree 45 minutes East 66 feet to a corner; thence along land now or late of Frederick S. Genter, North 82 degrees 34 minutes West 333.63 feet to the place of beginning.

EXCEPTING AND RESERVING THEREOUT, ALL THAT CERTAIN lot or piece of land Situate in aforesaid Township, County and State, bounded and described as follows:

BEGINNING at a stake set for a corner of this land and other land now or late of said Wissahickon Council No. 100 Junior Order of United American Mechanics on the Easterly side of Bethlehem Pike (formerly Chestnut Hill and Springhouse Turnpike road); thence by land now or late of said Wissahickon Council No. 100 Junior Order of United American Mechanics whereof this was a part, South 82 degrees 34 minutos East 259 feet to a stake in line of land now or late of North Pennsylvania Railroad Company; thence by land now or late of said railroad company, which is used as a road or highway, South 574-1/2 degrees West 282.92 feet to a stake on the Easterly side of aforesaid Turnpike Road; thence along the Easterly side thereof, North 7-3/4 degrees East 110.54 feet to the place of beginning.

BEING County Parcel Number 65-00-00685-00-6.

BEING THE SAME PREMISES WHICH FRI Associates, by Deed dated 12/9/1999 and recorded 12/15/1999 at Norristown, Pennsylvania in Deed Book 5300 page 1333, granted and conveyed into Robert W. Pickard and Kathryn J. Pickard, his wife, in fee.



EXHIBIT "C"

Parking Easement Area





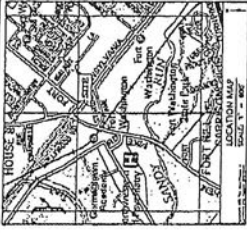
DLHowell  
Surveyors &  
Engineers

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PRELIMINARY/FINAL MINOR SUBDIVISION  
LOT LINE CHANGE PLAN  
APPLICANT: [Name]  
DATE: [Date]

APPLICANT/CONTROLLING OWNER



LOCATION MAP  
SCALE: 1" = 200'

GENERAL NOTES  
1. THE APPLICANT HAS BEEN ADVISED THAT THE PROPOSED LOT LINE CHANGE PLAN IS SUBJECT TO THE REVIEW AND APPROVAL OF THE MONTGOMERY COUNTY BOARD OF ZONING ADJUSTMENTS AND THE MONTGOMERY COUNTY BOARD OF SUPERVISORS.

REVISIONS  
NO. DATE DESCRIPTION

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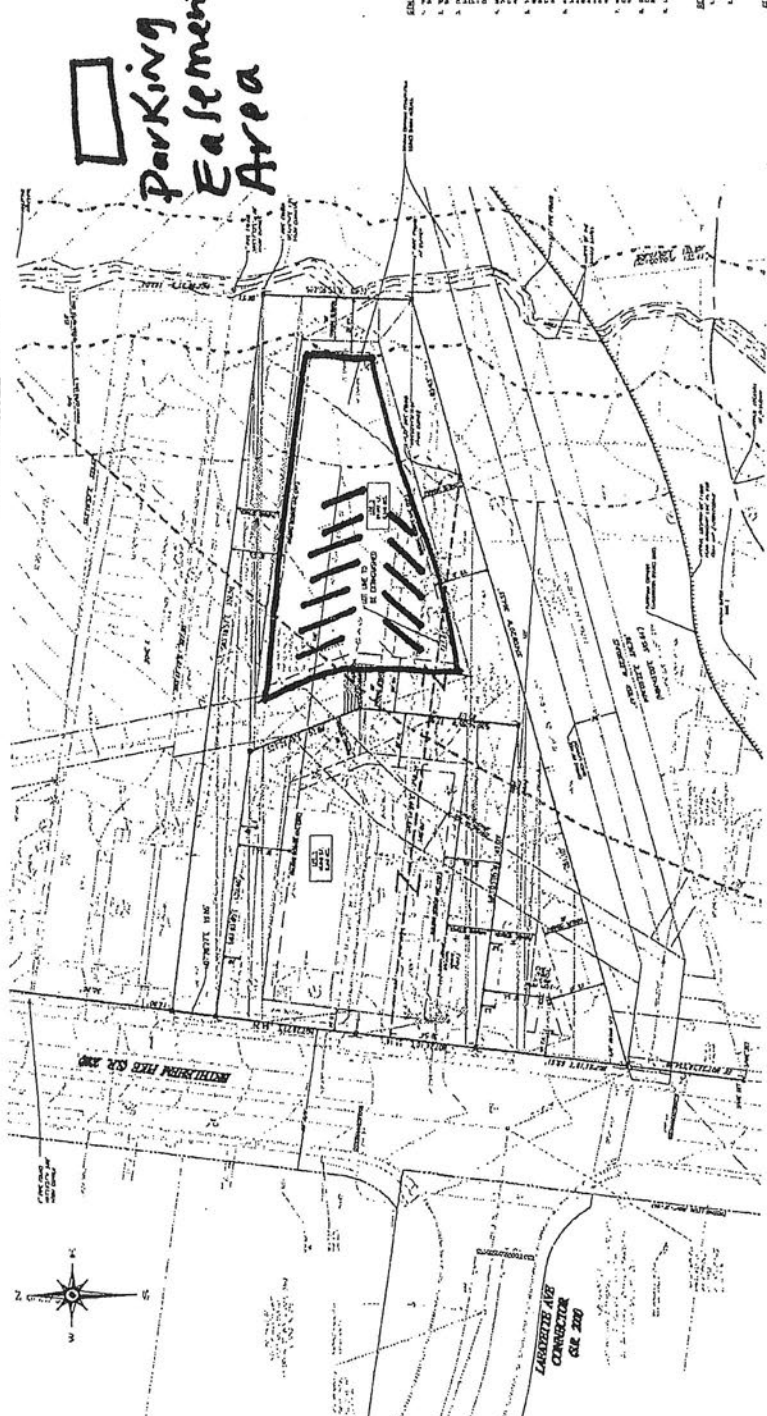


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Exhibit "D"  
Encroachment Easement Area

00121808.v1

SKB 12760/1 3714897v6





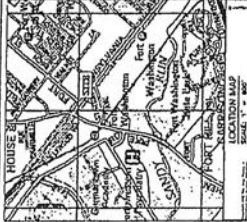
DLHowell  
CHALLENGING THE  
STATUS QUO

DLHowell  
1000 North  
Broad Street  
Philadelphia, PA 19107  
Tel: 215-562-1200  
Fax: 215-562-1201



ENCROACHMENT EXHIBIT  
WPA AT FOOT MASHION, LTD  
MONTGOMERY COUNTY, PENNSYLVANIA

A-1



- REVISIONS DATED APRIL 13, 2015
1. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.
  2. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.
  3. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.
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  10. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.

NO.	DATE	DESCRIPTION	BY	CHKD.
1	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
2	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
3	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
4	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
5	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
6	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
7	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
8	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
9	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
10	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		

**PLANNING DATA TABULATION**  
ARTICLE STATE VILLAGE COMMISSION DISTRICT (V/C)  
SHELBY/SHENANDOAH

NO.	DATE	DESCRIPTION	BY	CHKD.
1	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
2	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
3	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
4	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
5	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
6	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
7	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
8	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
9	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		
10	04/13/15	REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.		

**LEGEND**

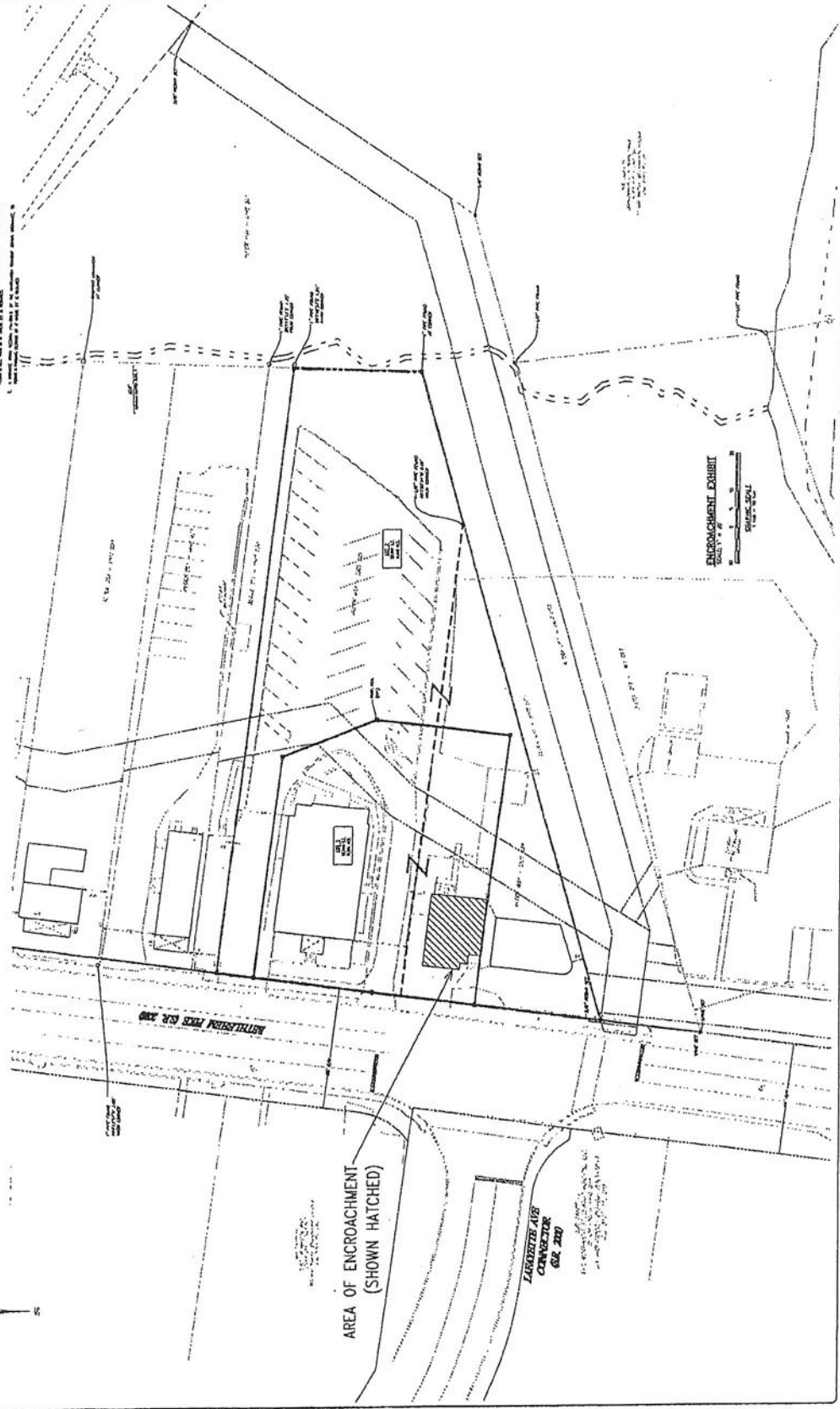
- 1. EXISTING ENCROACHMENT
- 2. EXISTING ENCROACHMENT
- 3. EXISTING ENCROACHMENT
- 4. EXISTING ENCROACHMENT
- 5. EXISTING ENCROACHMENT
- 6. EXISTING ENCROACHMENT
- 7. EXISTING ENCROACHMENT
- 8. EXISTING ENCROACHMENT
- 9. EXISTING ENCROACHMENT
- 10. EXISTING ENCROACHMENT

**REVISIONS DATED APRIL 13, 2015**

1. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.
2. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.
3. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.
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9. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.
10. REVISIONS TO THE EXHIBIT TO ACCOMMODATE THE CHANGES TO THE DEED TO THE PROPERTY.



AREA OF ENCROACHMENT (SHOWN HATCHED)

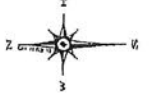


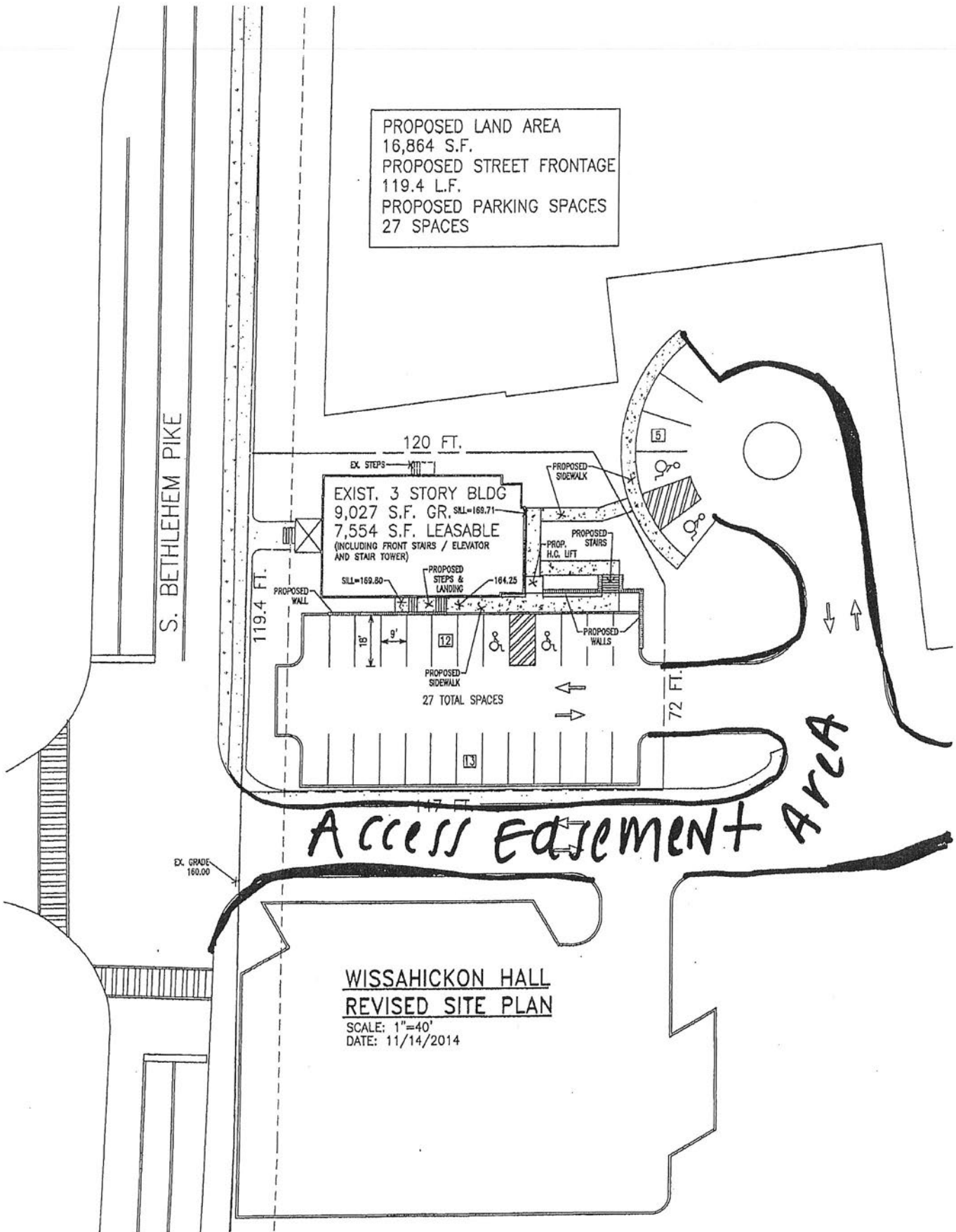
Exhibit "E"  
Access Easement Area

00121808.v1

SKB 12760/1 3714897v6



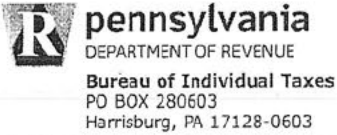
PROPOSED LAND AREA  
 16,864 S.F.  
 PROPOSED STREET FRONTAGE  
 119.4 L.F.  
 PROPOSED PARKING SPACES  
 27 SPACES



**WISSAHICKON HALL  
 REVISED SITE PLAN**

SCALE: 1"=40'  
 DATE: 11/14/2014





DEED BK 5971 PG 01427.1  
**REAL ESTATE TAX STATEMENT OF VALUE**

RECORDER'S USE ONLY MONTCO

State Tax Paid	\$0.00
Book Number	5971
Page Number	01411
Date Recorded	09/23/2015 03:33:09 PM

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

**A. CORRESPONDENT** - All inquiries may be directed to the following person:

Name <b>Mobile Settlement Services, Inc.</b>		Telephone Number: <b>( 610 ) 789-3636;</b>	
Mailing Address <b>1005 Pontiac Dr., PMB 302</b>		City <b>Drexel Hill</b>	State ZIP Code <b>PA 19026</b>

**B. TRANSFER DATA**

Date of Acceptance of Document <b>06 / 29 / 2015</b>		Telephone Number:		Telephone Number:	
Grantor(s)/Lessor(s) <b>451 Bethlehem Pike, L.P.</b>		Grantee(s)/Lessee(s) <b>Village at Fort Washington, LTD</b>		Telephone Number:	
Mailing Address <b>451 Bethlehem Pike</b>		Mailing Address <b>952 Penllyn Pike, One m. W. Rd</b>		Mailing Address	
City <b>Ft. Washington</b>	State <b>PA</b>	ZIP Code <b>19038</b>	City <b>Spring House</b>	State <b>PA</b>	ZIP Code <b>19427</b>

**C. REAL ESTATE LOCATION**

Street Address <b>Bethlehem Pike</b>		City, Township, Borough <b>Whitemarsh Township</b>	
Montgomery	Colonial	Parcel # <b>65-00-00676 and 65-00-00676-00-1 and Parcel # 65-00-00682-00-9 and Part of 65-00-00655-00-6</b>	

**D. VALUATION DATA**

Was transaction part of an assignment or relocation?  Y  N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
[Redacted]	+	= [Redacted]
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
[Redacted]	X <b>1.74</b>	= [Redacted]

**E. EXEMPTION DATA** - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ [Redacted] %	1b. Percentage of Grantor's Interest in Real Estate [Redacted] %	1c. Percentage of Grantor's Interest Conveyed [Redacted] %
--	---	---

**2. Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **Easement with no value. Part of a condition on a land swap**

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

Signature of Correspondent or Responsible Party <b>Mobile Settlement Services, Inc., By:</b>	Date <b>June 29, 2015</b>
---	------------------------------

**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.** eCertified copy of recorded # 2015072268 (page 18 of 18) Montgomery County Recorder of Deeds



**Printable page**

PARID: 65000685006

451 BETHLEHEM PIKE-WISSAHICKON HALL LLC

451 BETHLEHEM PIKE

**Parcel**

TaxMapID 65051 031  
Parid 65-00-00685-00-6  
Land Use Code 4100  
Land Use Description C - RETAIL, OFFICE, APTS. - MULTI-USE  
Property Location 451 BETHLEHEM PIKE  
Lot #  
Lot Size 16890 SF  
Front Feet 119  
Municipality WHITEMARSH  
School District COLONIAL  
Utilities ALL PUBLIC//

**Owner**

Name(s) 451 BETHLEHEM PIKE-WISSAHICKON HALL LLC  
Name(s)  
Mailing Address 812 N BETHLEHEM PIKE  
Care Of  
Mailing Address  
Mailing Address AMBLER PA 19002

**Current Assessment**

Appraised Value Assessed Value Restrict Code  
574,080 [REDACTED]

**Estimated Taxes**

County [REDACTED]  
Montco Community College  
Municipality [REDACTED]  
School District [REDACTED]  
Total [REDACTED]  
Tax Lien [Tax Claim Bureau Parcel Search](#)

**Last Sale**

Sale Date 27-AUG-2021  
Sale Price [REDACTED]  
Tax Stamps 13350  
Deed Book and Page 6244-02669  
Grantor 451 BETHLEHEM PIKE LP  
Grantee 451 BETHLEHEM PIKE-WISSAHICKON HALL LLC  
Date Recorded 01-SEP-2021

**Sales History**

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
08-27-2021	[REDACTED]	13350	6244-02669	451 BETHLEHEM PIKE LP	451 BETHLEHEM PIKE-WISSAHICKON HALL LLC	09-01-2021
03-11-2008	[REDACTED]	15500	5685-01812	PICKARD ROBERT W & KATHRYN J	451 BETHLEHEM PIKE LP	03-13-2008

12-09-1999 9600 5300-01333  
 12-30-1993 5066-0389  
 07-30-1985 2550 -  
 01-03-1983 0 -

PICKARD ROBERT W & KATHRYN J 12-15-1999  
 451 ASSOCIATES  
 STEIN EDWARD M

**Lot Information**

Lot Size 16890 SF  
 Lot #  
 Remarks  
 Remarks  
 Remarks

**Commercial Parcel Summary**

No. of Cards 1  
 Land Use Code 4100  
 Gross Building Area (Total of all Cards) 11,382  
 Total Living Units

**Commercial Parcel Summary**

Use	Area
MULTI-USE OFFICE	8,736
SUPPORT AREA	2,646

**Commercial Card Summary**

Card 1  
 Imp Name  
 Structure Code 353  
 Structure OFFICE BLDG L/R 1-4S  
 Sprinkler N  
 Units  
 Identical Units 1  
 Year Built 1890  
 Gross Building Area 11,382  
 Elevator/Escalator Y

**Accessory Structures**

Card	Type	Type	Size	Year Built
1	PA1	PAVING ASPHALT PARKING	21000	1975

**Permits**

Permit Date 05-AUG-2024  
 Permit Number 20241450  
 Amount  
 Purpose OCCUPANCY  
 Notes 960 SF LARSEN & LANDIS INC  
 Notes ENTER & UO  
 Notes  
 Status CLOSED

**Assessment History**

Appraised Value  
[Redacted]

Assessed Value  
[Redacted]

Restrict Code

Effective Date  
01-APR-2021  
01-SEP-2015  
01-JAN-2009  
01-JAN-2001  
01-JAN-1998  
01-JAN-1987

Reason  
REVERSE SUBDIVISION  
SUBDIVISION  
APPEAL  
7.1 VALIDATION  
REASSESSMENT

Notice Date  
17-DEC-2021  
01-OCT-2015  
23-OCT-2008  
08-NOV-2000





**PROPERTY OWNERS:**

BLOCK 056 - UNIT 002  
TAX MAP PARCEL: #65-00-00676-00-6  
RECORD OWNER: N/L LANDS OF HORST & TABEA SCHEPAN  
SOURCE OF TITLE: RECORD BOOK 4020, PAGE 37  
LOT AREA: 68,128 SF  
PRECISION 1: 1/4"

BLOCK 051 - UNIT 028  
TAX MAP PARCEL: #65-00-00694-00-6  
RECORD OWNER: N/L LANDS OF VILLAGE AT FORT WASHINGTON, LTD.  
SOURCE OF TITLE: RECORD BOOK 5816, PAGE 2496  
LOT AREA: 16,087 SF  
PRECISION 1: 3/16"

BLOCK 051 - UNIT 029  
TAX MAP PARCEL: #65-00-00691-00-9  
RECORD OWNER: N/L LANDS OF WILLIAM A. & NANCY S. CRESSMAN  
SOURCE OF TITLE: RECORD BOOK 4877, PAGE 933  
LOT AREA: 16,289 SF  
PRECISION 1: 24"

BLOCK 051 - UNIT 030  
TAX MAP PARCEL: #65-00-00688-00-3  
RECORD OWNER: N/L LANDS OF VILLAGE AT FORT WASHINGTON, LTD.  
SOURCE OF TITLE: RECORD BOOK 5719, PAGE 2641  
LOT AREA: 4,563 SF  
PRECISION 1: 649"

BLOCK 051 - UNIT 031  
TAX MAP PARCEL: #65-00-00685-00-6  
RECORD OWNER: N/L LANDS OF 451 BETHLEHEM PIKE, L.P.  
SOURCE OF TITLE: RECORD BOOK 5885, PAGE 1812  
LOT AREA: 31,901 SF  
PRECISION 1: 2725"

BLOCK 051 - UNIT 032  
TAX MAP PARCEL: #65-00-00682-00-9  
RECORD OWNER: N/L LANDS OF HORST & TABEA SCHEPAN  
SOURCE OF TITLE: RECORD BOOK 3851, PAGE 180  
LOT AREA: 14,097 SF  
PRECISION 1: 659"

BLOCK 051 - UNIT 055  
TAX MAP PARCEL: #65-00-00679-20-1  
RECORD OWNER: N/L LANDS OF HORST & TABEA SCHEPAN  
SOURCE OF TITLE: RECORD BOOK 5349, PAGE 527  
LOT AREA: 53,504 SF  
PRECISION 1: 400125"

**ZONING DATA TABULATION**  
WHITEMARSH TOWNSHIP  
ARTICLE XXXVIII: VILLAGE COMMERCIAL DISTRICT (VC)  
AREA & BULK REGULATIONS

	REQUIRED	EXISTING		PROPOSED	
		UNIT 31	UNIT 32	LOT 1	LOT 2
MIN. LOT AREA	8,000 SQ.FT.	31,900 SQ.FT.	14,087 SQ.FT.	16,890 SQ.FT.	29,097 SQ.FT.
MIN. LOT WIDTH BLDG. SETBACK LINE	100'	99.7' (*)	103.9'	119.0'	84.6' (**)
MIN. STREET FRONTAGE	50'	99.7'	108.1'	119.0'	88.8'
FRONT YARD	10'	25.6'	17.3'	17.3'	21.5'
REAR YARD	25'	234.4'	6.7'	48.8'	293.8'
SIDE YARD (EACH)	25'	28.6'	6.7'	0' (**)	0' (**)
MAX. BUILDING HEIGHT	3 STORIES/42'	< 42 FT.	< 3 STORIES	< 42 FT.	< 3 STORIES
LOT COVERAGE	50 %	72.46 % (*)	75.64 % (*)	69.10 % (**)	75.93 % (**)
MIN. GREEN SPACE	50 %	27.54 % (*)	24.36 % (*)	30.90 % (**)	24.07 % (**)
ACCESSORY USE/STRUCTURES	30 %	64.08 % (*)	71.06 % (*)	55.86 % (**)	71.25 % (**)
-MAX. REAR YARD COVERAGE					

(\*) - EXISTING NONCONFORMITY  
(\*\*) - VARIANCE REQUIRED

**116-296. PARKING SETBACKS**

	REQUIRED	EXISTING		PROPOSED	
		UNIT 31	UNIT 32	LOT 1	LOT 2
FROM RESIDENTIAL USE OR DISTRICT	20'	3' (*)	0' (*)	0' (**)	0' (*)

(\*) - EXISTING NONCONFORMITY  
(\*\*) - VARIANCE REQUIRED

**VARIANCES: GRANTED APRIL 13, 2015**

**LOT 1**

- A VARIANCE FROM SECTION 116-244(3), OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT ACCESSORY USE/STRUCTURE REAR YARD COVERAGE TO EXCEED SIZE.
- A VARIANCE FROM SECTION 116-244(3), OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT 27' OFF STREET PARKING SPACES WHERE 37' ARE REQUIRED.
- A VARIANCE FROM SECTION 116-294(7), OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT LOT COVERAGE OF 69.1% WHERE A MAXIMUM OF 50% IS PERMITTED.
- A VARIANCE FROM SECTION 116-294(9), OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT GREEN SPACE OF 30.9% WHERE A MAXIMUM OF 25% IS REQUIRED.
- A VARIANCE FROM SECTION 116-295, OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT A SIDE YARD OF 0' WHERE 25' IS REQUIRED.
- A VARIANCE FROM SECTION 116-296.B, OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT A PARKING SETBACK OF 0' WHERE 20' IS REQUIRED.

**LOT 2**

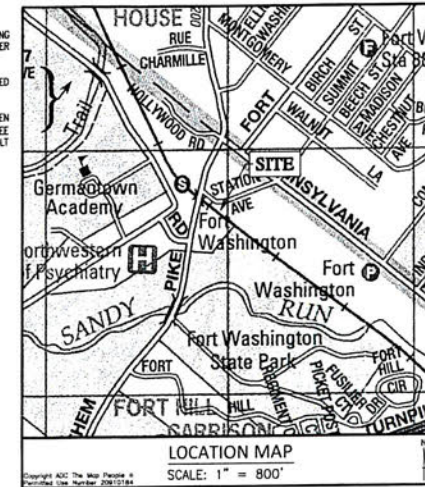
- A VARIANCE FROM SECTION 116-244, OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT ACCESSORY PARKING NOT ON THE SAME LOT AS THE PRINCIPAL USE/STRUCTURE.
- A VARIANCE FROM SECTION 116-244(3), OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT ACCESSORY USE/STRUCTURE REAR YARD COVERAGE TO EXCEED SIZE.
- A VARIANCE FROM SECTION 116-294(7), OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT LOT COVERAGE OF 75.93% WHERE A MAXIMUM OF 50% IS PERMITTED.
- A VARIANCE FROM SECTION 116-294(9), OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT GREEN SPACE OF 24.07% WHERE A MAXIMUM OF 25% IS REQUIRED.
- A VARIANCE FROM SECTION 116-294(10), OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PROVIDE A LOT WIDTH OF 84.6 FEET WHERE 100 FEET IS REQUIRED.
- A VARIANCE FROM SECTION 116-295, OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT A SIDE YARD OF 0' WHERE 25' IS REQUIRED.
- A VARIANCE FROM SECTION 116-296.B, OF THE WHITEMARSH TOWNSHIP ZONING ORDINANCE, TO PERMIT A PARKING SETBACK OF 0' WHERE 20' IS REQUIRED.

**WAIVERS: GRANTED APRIL 23, 2015**

- A WAIVER FROM SECTION 105-210(3) FROM THE REQUIREMENT THAT THE PLAN SHOW ALL EXISTING FOREST AREAS, LINES TREES OVER SIX INCHES CALIPER STANDING ALONE, AND ANY OTHER SIGNIFICANT VEGETATION.
- A WAIVER FROM SECTION 105-46(A) FROM THE REQUIREMENT THAT STREET TREES BE PLANTED ALONG STREETS WHERE SUITABLE STREET TREES DO NOT EXIST.
- A WAIVER FROM SECTION 105-53(1) FROM THE REQUIREMENT THAT THE APPLICANT DEDICATE TEN PERCENT (10%) OF THE TOTAL SITE AREA FOR PARK AND/OR RECREATIONAL USE OR OFFER A FEE IN LIEU OF DEDICATION IN VIEW OF THE FACT THAT NO DEVELOPMENT IS PROPOSED AS A RESULT OF THIS PROJECT.

**APPLICANT/EQUITABLE OWNER**

VFW AT FORT WASHINGTON, LTD  
ONE MILL RACE  
SPRING HOUSE, PA 19477  
PHONE: 215-854-0384



COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY  
ON THIS THE 24<sup>TH</sup> DAY OF July 2015, A.D. BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JOHN WENZ, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF 451 BETHLEHEM PIKE GENERAL, L.L.C., GENERAL PARTNER OF 451 BETHLEHEM PIKE, L.P., AND AS SUCH OFFICER EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL.  
*Matthew A. Filwell* (SEAL)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: February 18, 2017

WE, 451 BETHLEHEM PIKE GENERAL, L.L.C., GENERAL PARTNER OF 451 BETHLEHEM PIKE, L.P., HAVE LAID OUT UPON OUR LAND, SITUATE IN THE TOWNSHIP OF WHITEMARSH, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, CERTAIN LOTS ACCORDING TO THE ACCOMPANYING PLAN WHICH IS INTENDED TO BE RECORDED.  
WITNESS MY HAND AND SEAL THIS 24<sup>TH</sup> DAY OF July 2015.  
FOR: 451 BETHLEHEM PIKE GENERAL, L.L.C.  
SOLE GENERAL PARTNER OF 451 BETHLEHEM PIKE, L.P.  
BY: JOHN WENZ, MEMBER

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY  
ON THIS THE 24<sup>TH</sup> DAY OF July 2015, A.D. BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED GREGORY HARTH, WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT OF VILLAGE AT FORT WASHINGTON, LTD. AND AS SUCH OFFICER EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL.  
*Matthew A. Filwell* (SEAL)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: February 18, 2017

WE, VILLAGE AT FORT WASHINGTON, LTD., HAVE LAID OUT UPON OUR LAND, SITUATE IN THE TOWNSHIP OF WHITEMARSH, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, CERTAIN LOTS ACCORDING TO THE ACCOMPANYING PLAN WHICH IS INTENDED TO BE RECORDED.  
WITNESS MY HAND AND SEAL THIS 24<sup>TH</sup> DAY OF July 2015.  
FOR: VILLAGE AT FORT WASHINGTON, LTD.  
BY: GREGORY HARTH, PRESIDENT

APPROVED BY THE TOWNSHIP SUPERVISORS OF WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA THIS 23<sup>RD</sup> DAY OF APRIL 2015.  
*Gregory Hartshorn*  
SECRETARY

REVIEWED BY THE MONTGOMERY COUNTY PLANNING COMMISSION THIS 23<sup>RD</sup> DAY OF APRIL 2015.  
DIRECTOR

REVIEWED BY THE WHITEMARSH TOWNSHIP ENGINEER THIS 24<sup>TH</sup> DAY OF July 2015.  
*James C. Sullivan*  
TOWNSHIP ENGINEER

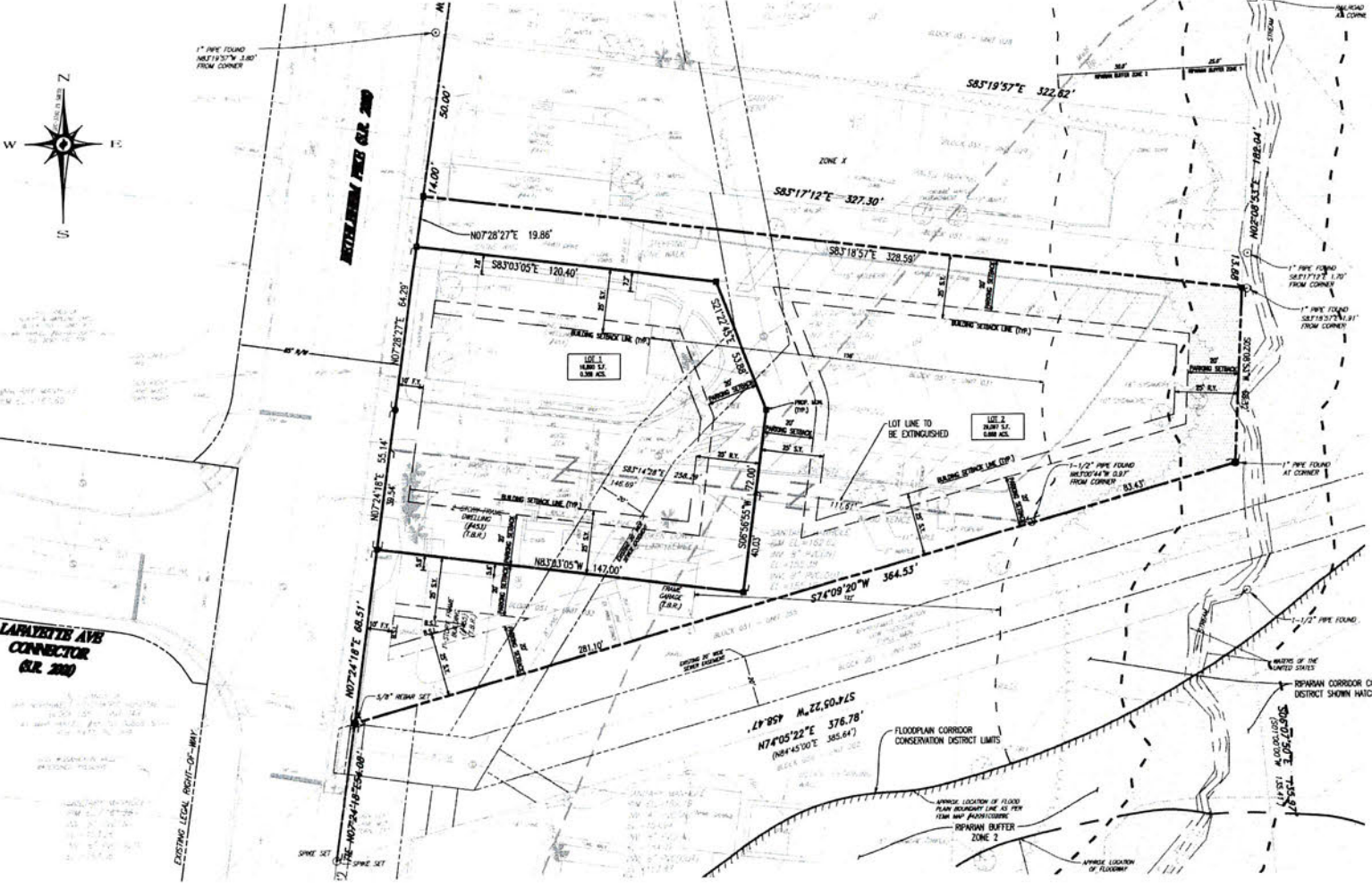
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF MONTGOMERY COUNTY AT MORGANTOWN, PENNSYLVANIA, IN PLAN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ 2015 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.  
(DEPUTY) RECORDER OF DEEDS

CERTIFICATE OF ACCURACY - SURVEY  
I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, ALL SURVEY INFORMATION AND COMPUTATIONS SHOWN AND DESCRIBED HEREON ARE TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE CALM TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE. (BOUNDARY LINES CLOSE WITH AN ERROR OF NOT MORE THAN ONE FOOT IN 10,000 FEET).  
JULY 15, 2015. *R.F.K.*  
RICHARD F. KLINE, P.L.S.

**LEGEND**

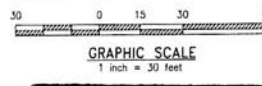
- PROP. PROPERTY LINE
- PROP. RIGHT-OF-WAY
- PROP. MONUMENT
- PROP. IRON PIPE
- PROP. EASEMENT
- PROPOSED CONTOUR
- NEW SPOT ELEV.
- PROP. CONC. CURB
- PROP. EDGE OF PAVING
- PROP. LIGHT POLE
- PROP. SIGN
- PROP. PARKING SPACES TO BE REMOVED
- PROP. TELE. LINE
- PROP. ELEC. LINE
- PROP. UTILITY POLE
- PROP. GAS LINE
- PROP. GAS VALVE
- PROP. STORM SEWER LINE
- PROP. STORM INLET
- PROP. STORM INLET IO
- PROP. SEEPAGE BED
- PROP. SAN. SEWER LINE
- PROP. SAN. SEWER LATERAL
- PROP. SANITARY MH. IO
- PROP. WATER LINE
- PROP. WATER LATERAL
- PROP. FIRE WATER LINE
- PROP. WATER VALVE
- PROP. HYDRANT
- PROP. MANHOLE

- RIPARIAN BUFFER ZONE 1 (0' TO 25')
- RIPARIAN BUFFER ZONE 2 (25' TO 75')
- PARKING SETBACK



**LOT LINE CHANGE PLAN**

SCALE: 1" = 30'



MCPC No. 15-037-2  
PROCESSED AND REVIEWED. Report prepared by Montgomery County Planning Commission in accordance with the Municipalities Planning Code. Certified this date 5/24/15  
*John D. Day*  
For the Director  
Montgomery County Planning Commission

**REFERENCE PLAN(S)**

- PLAN ENTITLED, "VILLAGE AT FORT WASHINGTON-BOUNDARY PLAN", PREPARED BY SHONALTER & ASSOCIATES, DATED 10-3-2006.
- PLAN ENTITLED, "PLAN OF SURVEY MADE FOR E.F. HANSEN, JR. AND ASSOCIATES", PREPARED BY URWILER & WALTER, INC., DATED 8-28-1979, LAST REVISED 11-20-1979.

**GENERAL NOTES**

- BOUNDARY INFORMATION SHOWN IS FROM FIELD SURVEY BY HOWELL KLINE SURVEYING, L.L.C. PERFORMED ON DURING APRIL 2015.
- TOPOGRAPHIC INFORMATION SHOWN IS FROM FIELD SURVEY BY HOWELL KLINE SURVEYING, L.L.C. PERFORMED ON DURING APRIL 2015.
- CONTOURS PLOTTED FROM FIELD RUN TOPOGRAPHIC SURVEY BY HOWELL KLINE SURVEYING, L.L.C., DATUM: NAVD 83 (COMPUTED USING GEOGON99 & NAD 83 CORRS98) (EPOCH=2002.0000) (AS DETERMINED BY GPS OBSERVATION). SITE BENCH = BOX OUT CORNER ON CONCRETE BASE OF TRAVEL LIGHT. ELEVATION=161.71', CONTOUR INTERVAL: 2 FEET.
- UNDERGROUND UTILITIES SHOWN WERE PLOTTED FROM OBSERVABLE EVIDENCE AT THE TIME OF SURVEY AND INFORMATION FROM PLANS SUPPLIED BY UTILITY COMPANIES. NO GUARANTEE IS MADE THAT UNDERGROUND UTILITIES ARE ACCURATELY OR COMPLETELY SHOWN HEREON.
- THE EXISTING LEGAL RIGHT-OF-WAY OF BETHLEHEM PIKE (S.R. 2014, L.R. 153) WAS TAKEN FROM PLAN ENTITLED, "TOWNSHIP OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION DRAWINGS FOR AUTHORIZING ACQUISITION OF RIGHT-OF-WAY, STATE ROUTE 2014, SECTION 0019/W IN MONTGOMERY COUNTY, DATED 7-27-2001, HIGHWAY PLAN BOOK #H-50, PG. 68.
- A PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD HAZARD ZONE AE, A SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATIONS DETERMINED. ANOTHER PORTION OF THIS PROPERTY IS LOCATED WITHIN OTHER FLOOD AREA AREAS OF 0.2% ANNUAL CHANCE FLOOD AS PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR MONTGOMERY COUNTY, PA, MAP NO. 42091C0289E, PANEL 289 OF 451, PRELIMINARY DATE: JULY 31, 2010. FLOOD PLAIN BOUNDARIES SHOWN HEREON WERE SCALED FROM THE ABOVE MENTIONED MAP.
- WETLANDS AND WATERS BOUNDARY LINES WERE DELINEATED BY MARATHON ENGINEERING & ENVIRONMENTAL SERVICES, INC. AND FLAGGED LOCATED BY HOWELL KLINE SURVEYING, L.L.C. PERFORMED ON 4-23-2015.
- SOILS INFORMATION PROVIDED WITH SUPPORT FROM THE NATURAL RESOURCES CONSERVATION SERVICE. SOILS ATTRIBUTE DATA IS SERVED FROM THE NRCS SOIL DATA MARK.
- LOTS ARE LOCATED IN THE VILLAGE COMMERCIAL DISTRICT (VC-1)

RECORDER OF DEEDS  
Montgomery County  
JUL 24 2015  
Recorder of Deeds

**SOIL USE LIMITATIONS**

SOIL SERIES AND MAP SYMBOLS	FROST ACTION	SUSTAINABILITY OF MATERIAL FOR-				SUSTAINABILITY AS SOURCE OF-				INFILTRATION OF WATER FROM SEPTIC TANKS	EMBANKMENTS, Dikes, AND LEVIES	RESERVOIR AREA
		ROAD SUBGRADE	ROAD FILL	EPSOL	GRAVEL	SAND	SEWER	IMPERMEABLE	MODERATE PERMEABILITY			
BONHOMME Silt Loam (B)	MODERATE	VERY LIMITED	POOR	POOR	POOR	POOR	SEVERE	IMPERMEABLE	MODERATE PERMEABILITY			
MADE LAND (M)	MODERATE	SOMEWHAT LIMITED	POOR	UNSATURABLE	POOR	POOR	SEVERE	VARIALE PERMEABILITY	VARIALE PERMEABILITY			



**DLHowell**  
Civil Engineering & Land Planning  
www.DLHowell.com

D.L. Howell & Assoc., Inc.  
1250 Wrights Lane  
West Chester, PA 19380  
Phone: (610) 918-9002  
Fax: (610) 918-9003

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF MONTGOMERY COUNTY AT MORGANTOWN, PENNSYLVANIA, IN PLAN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ 2015 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.

NO.	DATE	REVISION
1	1/29/15	REVISION TO ADD LIST OF VARIANCES REQUIRED AND ADDED RIPARIAN BUFFER ZONE DESCRIPTION
2	05/21/15	REVISION PER TOWNSHIP REVIEW LETTERS
3		
4		
5		
6		
7		
8		

PRELIMINARY/FINAL MINOR SUBDIVISION  
**LOT LINE CHANGE PLAN**  
CLRE: VFW AT FORT WASHINGTON, LTD  
PROJECT: VILLAGE AT FORT WASHINGTON  
LOCATION: BETHLEHEM PIKE  
WHITEMARSH TOWNSHIP, MONTGOMERY TOWNSHIP

DATE: 01/15/15  
SCALE: 1"=30'  
DRAWN BY: ADM  
CHECKED BY: DWG  
PROJECT NO.: 2644  
CDD FILE: 2644 Plans  
DATED: 05/21/15  
DRAWING NO.: C01.1  
SHEET 1 of 1

THE PURPOSE OF THIS PLAN IS TO DETAIL A LOT LINE CHANGE BETWEEN TWO EXISTING CONTIGUOUS PARCELS (BLOCK 051-31 AND BLOCK 051-32). NO CONSTRUCTION OR IMPROVEMENTS ARE BEING PROPOSED WITH THIS APPLICATION.



*Whitemarsh* TOWNSHIP

616 GERMANTOWN PIKE - LAFAYETTE HILL, PA 19444-1821  
TEL: 610-825-3535 FAX: 610-825-9416  
[www.whitemarshtwp.org](http://www.whitemarshtwp.org)

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Craig T. McAnally  
Township Manager

January 27, 2026

Fort Washington Real Estate, LLC  
c/o Carl N. Weiner, Esq. & Celso L. Leite, Esq.  
Hamburg, Rubin, Mullin, Maxwell & Lupin, PC  
1684 S. Broad Street, Suite 230  
P.O. Box 1479  
Lansdale, PA 19446

**Re: Conditional Use #01-26 Proposed Dental Office  
451 Bethlehem Pike, Fort Washington, PA; Zoning Ordinance Compliance Review**

Dear Messrs. Weiner and Leite:

Please accept this as a review of the Zoning Ordinance compliance issues for the above referenced Conditional Use Application, proposing a dental office at this location. This review is based upon your Conditional Use Application and supporting documentation submitted on January 14, 2026 for the above address in a space previously occupied by a professional (non-medical) office. This conditional use is based upon §116-290.C.(3) of the Zoning Ordinance. The subject property is in the VC-1 Village Commercial District, Sub-district 1. This application also requests conditional use approval under §116-291.A. for a reduction in parking, to the extent necessary.

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

1. §116-37.F.(1)-(8) Testimony must be provided to allow the Board of Supervisors to make determinations as required in these sections, for all conditional use requests.
2. §116-184.F. All parking shall conform to the requirements of the Whitemarsh Township Fire Prevention Code as enacted and amended. The parking lot, shared by all users in the building at this location (known as 'Wissahickon Hall'), is existing and has been/is currently used for various offices within the building. [Note: The Fire Marshal will issue a separate review memo.]
3. §116-290.C.(3) This section permits a medical/dental office as a conditional use in the VC Village Commercial District, VC-1 Sub-district. The applicant is proposing a use under this section and is asking for conditional use approval for the above-referenced dental office.
4. §116-291.A. This section permits a reduction in parking as otherwise would be required per §116-184.A. of the ordinance, as a conditional use in the VC Village Commercial District. The applicant is requesting a parking reduction under this section to the extent determined necessary; testimony concerning parking adequacy will need to be provided as required by this section.. It should be noted that this property shares parking with the adjacent property at 455 Bethlehem Pike, as documented in the recorded Parking, Access and Encroachment Easement submitted with this application.
5. §116-292. All conditional uses in the Village Commercial District must demonstrate compliance with all of the applicable provisions of this section.

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

Very truly yours,



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

cc: Craig T. McAnally, Township Manager  
Robert A. Sztubinski, B.C.O., Director of Building and Codes  
Andrew Thomas, Fire Marshal  
Sean P. Kilkenny, Esq., Township Solicitor  
Krista Heinrich, P.E., Township Engineer  
451 Bethlehem Pike-Wissahickon Hall, LLC, Property Owner

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**WHITEMARSH TOWNSHIP**

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**To:** Charles L. Gutten Plan, AICP, Director of Planning & Zoning

**From:** Andrew G. Thomas, Fire Marshal



**Subject:** CU#01-26: FORT WASHINGTON REAL ESTATE, LLC  
451 Bethlehem Pike  
Fort Washington, PA 19034

**Date:** 2/5/2026

---

After reviewing the plans for 451 Bethlehem Pike, the Fire Marshals Office has no issue with the requested conditional use for the property.

**Andrew G. Thomas**  
**Fire Marshal, Emergency Management Coordinator**  
616 Germantown Pike  
Lafayette Hill, PA 19444  
Phone: 610-825-3535 ext. 2614  
Email: [athomas@whitemarshwp.org](mailto:athomas@whitemarshwp.org)

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Planning Commission**  
Montgomery County • PO Box 311  
Norristown, PA 19404-0311  
  
610-278-3722  
planning@montgomerycountypa.gov  
  
Scott France, AICP

February 3, 2025

**SUBJECT:** Continued Discussion of the Conservation Design Overlay District

**TO:** Charles L. Guttenplan, AICP, Director of Planning & Zoning/Zoning Officer;  
Sam Zrillo, AICP, Township Planner;  
Whitemarsh Township Planning Commission

**FROM:** Tim Konetchy, AICP, Senior Community Planner

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## **Background**

At its December 9, 2025 meeting, the Whitemarsh Township Planning Commission adopted its 2026 work program, which focuses primarily on drafting a replacement for the Conservation Design Overlay District (CDO). At the January 13 meeting, the Planning Commission received a broad overview of the current CDO, which is mandatory for all residential developments of five or more dwelling units within the A, AA, AAA, and AAAA Residential Districts. A one-page summary of the current CDO regulations is attached to this document for future reference.

This month, the Planning Commission will be asked to consider the overarching goals for the replacement CDO. These goals will be informed largely by the Township's 2020 Selective Comprehensive Plan Update, as well as the Planning Commission's interpretation of the plan's guidance. Because the comprehensive plan will play such a central role in shaping the new CDO, relevant excerpts from the plan are included in this document for consideration.

The Planning Commission will also receive an overview of the "Open Space Conservation District" (OSCO) initiative. This effort involved a diverse group of stakeholders and produced a strong starting point for the new CDO. A summary of the OSCO draft is included below and will be discussed in detail at the Planning Commission meeting through a presentation by MCPC and commentary from Township staff.

## **Comprehensive Plan Support & Goals of the Replacement CDO**

All zoning regulations must align with the municipal comprehensive plan. The Township's 2020 Selective Comprehensive Plan Update includes a variety of recommendations that will be important to keep in mind throughout this process. The Planning Commission will need to consider how regulations can be crafted to ensure that the goals of the comprehensive plan are met through future development. A list of recommendations from the comprehensive plan is included below; however, these can be summarized into several key themes as they relate to the CDO:

- Require preservation of sensitive natural features, including viewsheds, riparian corridors, woodlands, wetlands, wildlife corridors, and other environmentally significant resources.
- Ensure that cluster development regulations result in a layout that meets the intent of the district, rather than merely achieving density or minimum open space requirements.
- Consider whether a mix of dwelling types is appropriate for the CDO, as a means of promoting a diverse housing stock and providing greater flexibility in site design.
- Require that new neighborhoods created under these regulations be interconnected via greenbelts, pathways, or sidewalks to nearby trail networks, commercial areas, and other destinations.

The following list of recommendations come from the Implementation Strategy section of the comprehensive plan (pages 41-72). This list is not exhaustive; rather, it highlights the items most relevant to the CDO replacement project.

- **Land Use Policy #1** – Land Use and Zoning: Use the Township’s future land use to guide development, including the placement and mix of uses.
  - Simplify the Zoning Code to ensure that it is user-friendly, understandable, consistent and eliminates conflicts.
- **Land Use Policy #3** – Viewsheds and Natural Resources: Protect and enhance Whitemarsh’s viewsheds and natural resources
  - Ensure new development limits grading, preserves natural topography, and preserves ridgelines.
  - Strengthen and simplify the existing conservation district overlay, to facilitate cluster development that protects scenic and natural resources.
  - Review and update ordinances to ensure viewsheds, riparian corridors, hillside development standards and other environmental aspects are adequately addressed.
- **Housing Policy #1** – Infill Residential Development: Ensure that infill residential development is compatible with surrounding housing stock and land uses.
  - Ensure cluster regulations are effectively meeting their intended goals including the size and configuration of open space.
- **Housing Policy #2** – Housing Diversification: Promote neighborhoods that allow a diverse mix of residents and housing types, and respond to changing lifestyle preferences and market trends.
  - Update residential standards and zoning to allow for a greater variety of housing types, uses, and sizes.
  - Promote inclusiveness by permitting and promoting mixed-income neighborhoods, through implementation of the above action.
- **Housing Policy #3** – New Residential Development: Ensure zoning is adequately addressing residential build-out in the community so as to limit negative impacts on the Township, including safety, walkability, and traffic
  - Ensure new neighborhoods are interconnected through greenbelts, pathways, or sidewalks to surrounding destinations.

- Require landscape buffers along roadways, associated with new residential developments, to preserve open space, forested areas and green corridors.
- Preserve key areas of the Township, including but not limited to the riverfront and existing parklands, consistent with the Future Land Use Plan and other relevant Township plans.
- **Circulation Policy #4** – Pedestrian/Bicycle Connectivity and Trail Network: Build upon the existing trail, path, and sidewalk network to create an uninterrupted system throughout the Township. Develop and implement a long-term plan for bicycle use that meets the needs of all users, including recreational cyclists, families, and commuters.
  - Require all new development to include sidewalks or side path connections to surrounding mixed-use/commercial centers, recreation facilities, and neighborhoods.
  - Identify priority trail connections to the Schuylkill River and regional trail system in order to create an integrated system.
- **Quality of Life Policy #1** – Open Space Network: Preserve, maintain, and expand the Township’s extensive network of open spaces, consistent with the Township’s Open Space Plan dated 2006, as amended
- **Quality of Life Policy #3** – Open Space Preservation: Preserve unprotected green spaces in the Township, including existing golf courses
- **Quality of Life Policy #4** – Sustainable Design and Environmental Stewardship: Support renewable energy methods and sustainable design elements to prevent environmental degradation and create environments that are livable, safe and diverse.
  - Continue to preserve and protect the Township’s remaining natural resources (water quality, soil quality, wetlands, forest lands and wood lots, wildlife corridors, agricultural lands, and stream corridors/riparian systems) and ensure the proper management of these resources are in place.

### Overview of the “Open Space Conservation District” (OSCO)

The Open Space Conservation District” (OSCO) was drafted in 2022 by a steering committee as a potential replacement for the CDO. A brief summary of the OSCO effort is provided below. OSCO will be discussed in detail at the February 10<sup>th</sup> meeting.

The OSCO draft includes the following sections:

1. **Legislative Intent** – The draft expands upon the existing legislative intent of the CDO by adding greater specificity and the addition of a statement related to mitigating the impacts of climate change.
2. **Applicability** – The draft adds a minimum tract area requirement of 10 acres to the existing standard of five or more dwelling units in the A, AA, AAA, and AAAA Residential Districts.
3. **Use Regulations** – The draft largely maintains the existing mix of permitted uses, which primarily includes single-family detached dwellings and open space/conservation uses.
4. **Site Capacity Calculations** – The draft provides for an important change to existing CDO by requiring that the open space area be calculated before subtracting constrained land acreage. Additionally, all constrained land must be designated as common open space. After these deductions, the remaining area constitutes the “buildable area” for the tract.

5. **Density Calculation** – Consistent with the changes to the site capacity calculation, the draft requires that the permissible residential density be applied to the resulting “buildable area.”
6. **Large Lot Option** – The draft reimagines the large lot option, which is permissible in the AAAA and AAA Residential Districts for tracts of 20 acres or more. The large lot option would allow for the creation of five-acre lots that may contain constrained land and required open space. This contrasts to the current allowance under the CDO, which allows 10-acre lots that contain no more than 80% of all required open space.
7. **General Design Considerations** – The draft provides general design standards and specific standards for clustering dwellings, common open space, and scenic viewsheds.
8. **Conservation Easement** – This section establishes the requirement that all common open space be subject to a permanent conservation easement.
9. **Ownership and Maintenance of Common Open Space** – This final section describes the acceptable ownership structures, including fee-simple dedication or easement to the Township, ownership by a community organization (e.g., HOA or COA), or easement or fee-simple ownership by a conservation organization or Montgomery County. It also includes provisions for ongoing maintenance, specifying that if the terms of a maintenance agreement are not met, the Township may take corrective action and charge the responsible party.

## Next Steps

Over the next several months, MCPC will coordinate with Township Planning & Zoning staff on the following items:

1. **Review of Recent Developments** – Before considering specific regulations for the replacement of the CDO, the Planning Commission should have a solid understanding of existing regulations and where they have fallen short of expectations. With that in mind, Township staff and MCPC will coordinate on review of recent developments, including site visits, to see what aspects of the development meets expectations and where there may be room for improvement. The findings of this review will be presented to the Planning Commission for consideration.
2. **Draft Preparation** – MCPC will prepare draft regulations, along with an explanation and overview to aid the Planning Commission in their review. Some of the key provisions include:
  - a. Legislative intent – The rationale behind district regulations and a set of aspirational principles for new development.
  - b. Applicability – The circumstances when the regulations apply, which will likely remain five or more dwelling units within the A, AA, AAA, and AAAA Residential Districts.
  - c. Site capacity calculation – An analysis of environmental constraints and calculation of developable area for the tract.
  - d. Dimensional standards – The measurable standards such as minimum lot area, setbacks, building height, residential density, building coverage, impervious coverage, etc. This may result in a continuation of the current system whereby the underlying zoning districts inform the dimensional standards, or this may be reenvisioned with a unified set of standards that apply regardless of the underlying zoning district.
  - e. Design standards – Requirements and guidelines on how the site must be designed in order to accommodate existing natural features, required open space, infrastructure, and buildings.

- f. Common open space standards – This will include provisions for how constrained land is preserved, how useable open space must be designed in order to provide meaningful recreational options, and define the legal instruments required to ensure all required open space is preserved in perpetuity.

**3. Site Plan Testing** – MCPC designers will prepare mock site plans based on the set of draft regulations. These mockups will be reviewed by MCPC, Township staff, and the Planning Commission to ensure that the resulting site layout/design meets the intent of the Township. Where issues are identified, edits will be made to ensure that the design reflects the desires of the Township.

## Conservation Design Overlay District Options in the A, AA, AAA, and AAAA Residential Districts

	<b>AAAA</b>	<b>AAA</b>	<b>AA</b>	<b>A</b>
<p><b>OPTION 1</b> <i>Very low-density option with no common open space requirement</i></p>	<p><u>Max. density:</u> one DU/ 10 acres of base site area  <u>Min. common open space:</u> NA  <u>Min. lot area:</u> one acre  <u>Min. lot width:</u> 150 ft  <u>Front yard:</u> 50 ft  <u>Side yard (each):</u> 20 ft  <u>Rear yard:</u> 50 ft  <u>Height:</u> Principal: 35 ft                              Accessory: 25 ft  <u>Building coverage:</u> 15%</p>	<p><u>Max. density:</u> one DU/ 10 acres of base site area  <u>Min. common open space:</u> NA  <u>Min. lot area:</u> one acre  <u>Min. lot width:</u> 150 ft  <u>Front yard:</u> 50 ft  <u>Side yard (each):</u> 20 ft  <u>Rear yard:</u> 50 ft  <u>Height:</u> Principal: 35 ft                              Accessory: 20 ft  <u>Building coverage:</u> 15%</p>	<p><i>Not permitted</i></p>	<p><i>Not permitted</i></p>
<p><b>OPTION 2</b> <i>Max. density similar to underlying district with common open space required</i></p>	<p><u>Max. density:</u> 0.5 DU/acre of adjusted tract area  <u>Min. common open space:</u> 50%  <u>Min. lot area:</u> 30,000 sq ft  <u>Min. lot width:</u> 125 ft  <u>Front yard:</u> 50 ft  <u>Side yard (each):</u> 35 ft  <u>Rear yard:</u> 50 ft  <u>Height:</u> Principal: 35 ft                              Accessory: 25 ft  <u>Building coverage:</u> 15%</p>	<p><u>Max. density:</u> 0.6 DU/acre of adjusted tract area  <u>Min. common open space:</u> 50%  <u>Min. lot area:</u> 29,000 sq ft  <u>Min. lot width:</u> 125 ft  <u>Front yard:</u> 50 ft  <u>Side yard (each):</u> 25 ft  <u>Rear yard:</u> 50 ft  <u>Height:</u> Principal: 35 feet                              Accessory: 20 ft  <u>Building coverage:</u> 15%</p>	<p><i>Not permitted</i></p>	<p><i>Not permitted</i></p>
<p><b>OPTION 3</b> <i>High density option with the greatest open space requirements</i></p>	<p><u>Max. density:</u> 0.6 DU/acre of adjusted tract area  <u>Min. common open space:</u> 60%  <u>Min. lot area:</u> 22,500 sq ft  <u>Min. lot width:</u> 100 ft  <u>Front yard:</u> 40 ft  <u>Side yard (each):</u> 20 ft  <u>Rear yard:</u> 50 ft  <u>Height:</u> Principal: 35 ft                              Accessory: 20 ft  <u>Building coverage:</u> 15%</p>	<p><u>Max. density:</u> 1 DU/acre of adjusted tract area  <u>Min. common open space:</u> 60%  <u>Min. lot area:</u> 13,000 sq ft  <u>Min. lot width:</u> 75 ft  <u>Front yard:</u> 30 ft  <u>Side yard (each):</u> 15 ft  <u>Rear yard:</u> 40 ft  <u>Height:</u> Principal: 35 ft                              Accessory: 20 ft  <u>Building coverage:</u> 25%</p>	<p><u>Max. density:</u> 1.4 DU/acre of adjusted tract area  <u>Min. common open space:</u> 50%  <u>Min. lot area:</u> 11,500 sq ft  <u>Min. lot width:</u> 75 ft  <u>Front yard:</u> 25 ft  <u>Side yard (each):</u> 10 ft  <u>Rear yard:</u> 30 ft  <u>Height:</u> Principal: 35 ft                              Accessory: 20 ft  <u>Building coverage:</u> 25%</p>	<p><u>Max. density:</u> 2.8 DU/acre of adjusted tract area  <u>Min. common open space:</u> 40%  <u>Min. lot area:</u> 7,600 sq ft  <u>Min. lot width:</u> 60 ft  <u>Front yard:</u> 25 ft  <u>Side yard (each):</u> 10 ft  <u>Rear yard:</u> 30 ft  <u>Height:</u> Principal: 35 ft                              Accessory: 25 ft  <u>Building coverage:</u> 30%</p>

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“**Settlement Agreement**”) is made this 11<sup>TH</sup> day of November, 2025 by HT 1001 Washington, LLC (“**Hightop**”) and Whitemarsh Township, Montgomery County, Pennsylvania (“**Township**”). Hightop and the Township are sometimes hereinafter collectively referred to as the “**Parties.**”

### BACKGROUND

A. In accordance with a deed dated May 28, 2024, Hightop is the owner of the 3.69 (+/-) acre lot or parcel of land located at 1001 Washington Street in the Township (“**Property**”). The **Property** is more particularly identified as Tax Parcel No. 65-00-12673-00-6.

B. The **Property** is located along the eastern bank of the Schuylkill River at the terminus of Washington Street, Lee Street and Station Avenue.

C. The **Property** is entirely within the Department of Homeland Security, Federal Emergency Management Agency (“**FEMA**”) 100-year floodplain and is bisected by the present FEMA “Floodway” line.

D. In accordance with the Whitemarsh Township Zoning Ordinance (“**Zoning Ordinance**”) and Whitemarsh Township Zoning Map (“**Zoning Map**”), the **Property** is located in the Township’s HVY-Heavy Industrial Zoning District,

but is also subject to several overlay districts including the Recreation Overlay District, the Floodplain Conservation Overlay District, the Riparian Corridor Overlay District and the Riverfront Development District (“**Applicable Zoning Districts**”).

E. The Property is developed with a large office building and raised parking deck which was formerly the headquarters for David’ Bridal. The existing building and parking deck are antiquated and lawfully nonconforming with respect to most of the requirements of the Applicable Zoning Districts.

F. In or about February, 2024, Hightop presented the Township with its concept plans for the redevelopment of the Property for 49 townhomes (“**Redevelopment Concept**”). The Redevelopment Concept proposed, among other things, the demolition of the existing office building and parking deck, the extension of Washington Street to Station Avenue, construction of public pedestrian access to the Schuylkill River, construction of a pedestrian waterfront trail, and the creation of increased greenspace and riverside amenities.

G. Due to the confluence of the geographic and topographic conditions of the Property, the existing improvements to the Property and the myriad of Applicable Zoning Regulations, the Redevelopment Concept required substantial relief from the Applicable Zoning Regulations.

H. On February 23, 2024 Hightop applied to the Whitemarsh Township

Zoning Hearing Board (“**ZHB**”) seeking various relief from the Applicable Zoning Regulations to permit construction of the Redevelopment Concept (“**Zoning Application**”).

I. By decision dated May 15, 2024, the ZHB approved the Zoning Application (“**ZHB Approval**”).

J. The ZHB Approval was specifically conditioned and contingent upon Hightop obtaining approval from FEMA of a Letter of Map Revision (“**LOMR**”) such that the Floodway line shall be as depicted on the plans submitted as part of the Zoning Application and that no portion of any dwelling would be located in the FEMA Floodway.

K. The Township did not oppose the Zoning Application and took no appeal from the ZHB Approval.

L. Upon obtaining the ZHB Approval, Hightop began converting its Redevelopment Concept into preliminary Land Development Plans and preparing a LOMR submission to FEMA.

M. On July 16, 2024, Hightop submitted its application for the LOMR to FEMA (“**LOMR Application**”), and on November 15, 2024, Hightop submitted its Application to the Township requesting Preliminary Land Development approval for the redevelopment of the Property (“**Preliminary LD Application**”).

N. The LOMR Application was docketed by FEMA as Case No. 24-03-0882P, FIRM Panel 42091C0358G.

O. The Preliminary LD Application was docketed by the Township as S/LD #07-23.

Application and Approval of LOMR

P. By letters dated May 3, 2024 and July 15, 2024, the Township's Engineer reviewed the LOMR Application and supporting technical reports. As set forth in its July 15, 2024 letter, Hightop's LOMR Application satisfied all technical and engineering comments from the Township's Engineer.

Q. The LOMR was also reviewed by FEMA and its consultants for compliance with the National Flood Insurance Act, 42 U.S.C. 4001, et seq. ("Act").

R. Having confirmed that the LOMR Application complied with all requirements of the Act, after required public notice, FEMA approved the LOMR Application on April 4, 2025 ("LOMR Approval").

S. In accordance with the Act, FEMA published notice of the LOMR Approval in the Times Herald on April 16, 2025 and April 23, 2025.

T. In accordance with the Act the proposed modification to the FEMA Flood Insurance Rate Map ("FIRM") was published in the Federal Register on June 11, 2025.

U. On July 21, 2025 the Township sent a letter to FEMA objecting to the LOMR Approval (“**Township Objection Letter**”). The Township Objection Letter provided no technical or scientific basis for its opposition to the LOMR Approval.

V. Following its receipt of the Township Objection Letter, on August 8, 2025, FEMA advised Hightop that it was withdrawing its notice to publish the revision to the FIRM in the Federal Register.

#### Preliminary Land Development Application

W. As required by the Whitemarsh Township Subdivision and Land Development Ordinance (“**SALDO**”), the Preliminary LD Application was supported by, among other things, a plan prepared by Hightop’s engineer, Nave Newell, entitled “Preliminary Land Development Plans – 1001 Washington Street”, dated November 15, 2024, detailing compliance with the ZHB Approval, the SALDO and other applicable Township regulations.

X. Over the next several months, the Township’s consultants reviewed the Preliminary LD Application and supporting plans and materials for compliance with the ZHB Approval, the Zoning Ordinance, the SALDO and other applicable Township regulations.

Y. Through the course of review, the Redevelopment Concept was modified to comply with applicable Township regulations including reducing the

total number of proposed townhouse dwellings from 49 to 46.

Z. In response to review letters received from Township staff and consultants, Hightop submitted revised engineered plans on March 28, 2025 and June 27, 2025, the latest version of the plans bearing a last revised date of June 26, 2025 (“**Hightop Redevelopment Plans**”). A copy of the Hightop Redevelopment Plans is attached hereto as **Exhibit “B”**.

AA. The Hightop Development Plans were reviewed by the Township Engineer on August 7, 2025 (“**Engineer’s Review**”), the Shade Tree Commission on August 5, 2025 (“**STC Review**”), and the Township Zoning Officer on August 4, 2025 (“**Zoning Compliance Review**”). The Engineer’s Review, STC Review and Zoning Compliance Review are sometimes referred to herein collectively as the “**Township Review Letters**”.

BB. In response to the Township Review Letters, on August 8, 2025 Hightop’s Engineer submitted a letter setting forth various requests for waivers or modifications from provisions of the SALDO that are required to implement the Hightop Development Plans (“**Waiver Request Letter**”). A copy of the Waiver Request Letter is attached hereto and incorporated herein as “**Exhibit “A”**”.

CC. As detailed in the Review Letters, and assuming the waivers and/or modifications set forth in the Waiver Request Letter are granted by the Township and the LOMR Approval is reinstated by FEMA, the Hightop Redevelopment Plans,

comply with the Township's Zoning Ordinance and SALDO with a exception of a few minor items.

DD. On October 28, 2025 and November 19, 2025, the Hightop Development Plans were reviewed by the Whitemarsh Township Planning Commission.

Dispute Between Parties

EE. By Writ of Summons filed on November 10, 2025 with the Court of Common Pleas of Montgomery County PA ("**Trial Court**") at Docket No. 2025-27502, Hightop tolled the statute of limitations for any claims it may have against the Township, the Whitemarsh Township Board of Supervisors, and the Township Manager *vis a vis* their actions with respect to the LOMR ("**CCP Litigation**").

FF. In an effort to resolve the dispute forming the basis for the CCP Litigation, representatives of the Township reviewed the Hightop Redevelopment Plans and informed Hightop that, subject to the purchase of a conservation easement over a portion of the Property as contemplated by Section 16 below, the development depicted on the Hightop Redevelopment Plans is consistent with the Township's vision for redevelopment of the Property, including the extension of Washington Street to Station Avenue, the extension of the pedestrian walkway from 901 Washington and the installation of a kayak launch on the riverfront.

HH. The Township's civil engineers and traffic engineers have reviewed the Hightop Redevelopment Plans to satisfy themselves that the Hightop Redevelopment Plans have been prepared in accordance with appropriate engineering standards and have informed Township representatives that subject to revising the Hightop Redevelopment Plans in response to the Township Review Letters the Hightop Redevelopment have been prepared in accordance with appropriate engineering standards.

II. At this time, the parties agree that the public interest is better served by the termination of the CCP Litigation and the redevelopment of the Property as depicted on the Hightop Redevelopment Plans, subject to the purchase of a conservation easement over a portion of the Property as outlined in Section 16 below.

JJ. Based upon the foregoing, representatives of Hightop and representatives of the Township have agreed to the development of the Property as depicted on the Hightop Redevelopment Plans and consistent with the terms set forth herein ("**Proposed Development**"), and to further provide in this Agreement that the identified waivers and/or modifications that are necessary for the development of the Property as depicted on the Hightop Redevelopment Plans will be granted by the approval of this Agreement by the Court of Common Pleas of Montgomery County as provided for in this Agreement.

**NOW, THEREFORE,** in consideration of the facts set forth in the Background of this Agreement, and in consideration of the mutual covenants and agreements contained herein, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. **Incorporation Of Background.** The Background to this Agreement is incorporated into the body of this Agreement as if fully set forth in the body of this Agreement.

2. **Approval of the Agreement.** The Board approved the execution of this Agreement on behalf of the Township at its public meeting held on December 11, 2025.

3. **Trial Court Approval.** Within five (5) days after the full execution of this Agreement by the Parties, counsel for the Parties shall file with the Trial Court the “Joint Motion For Entry of Agreed Order,” which is attached hereto as **Exhibit “C”**, requesting that the Court issue an Order in the form attached hereto as **Exhibit “D”** (“Order”) approving this Agreement as an Order of the Court.

4. **Approval of Preliminary Plan.** On <sup>DECEMBER 11,</sup> 2025, at a public meeting of the Board, the Hightop Redevelopment Plans and the waivers and/or modifications set forth in the Waiver Request Letter were approved as a preliminary

land development plan (“**Approved Preliminary Plan**”), subject to the conditions detailed in Resolution No. \_\_\_\_\_.

5. **LOMR.** Within ten (10) days of the complete execution of this Agreement, the Township shall send to FEMA the letter attached hereto as **Exhibit “E”**, if at that time FEMA has not issued a final decision on the LOMR. The Township and its consultants shall not interfere in any manner with Hightop’s efforts to obtain FEMA’s approval of the LOMR and shall not oppose such efforts.

6. **Agency Permits.** Not later than sixty (60) days after the Trial Court’s Order approving this Agreement, Hightop shall file the required applications and accompanying plans to apply for all of the permits, approvals, waivers and agreements required to be obtained by it from governmental agencies and public and municipal authorities, other than the Township, which have jurisdiction over the development of the Property (“**Agency Permits**”). Hightop shall diligently prosecute the obtaining of all of the Agency Permits. The Township and its consultants shall not interfere in any manner with Hightop’s efforts to obtain the Agency Permits and shall remain neutral with respect to such efforts and process all applications consistent with the Township’s ordinary course of business. When Hightop obtains all of the Agency Permits, Hightop shall deliver copies thereof to the Township. Hightop will be responsible for complying with all requirements and conditions of Agency Permits at Hightop’s expense.

7. **Preparation of Final Plan.** At the same time that Hightop is pursuing the Agency Permits, Hightop's engineer shall add to the Approved Preliminary Plan those additional categories of items set forth in the SALDO that are necessary to convert the Approved Preliminary Plan to a Final Plan ("**Final Plan**"). The Final Plan shall be completed and submitted to the Township's engineer and the Township. If the review and approval of any of the Agency Permits requires modifications to the Final Plan that has been submitted such changes shall be made within ten (10) days after receipt of the information which will require such modifications. Within thirty (30) days after receipt of the Final Plan, the Township's engineer shall determine whether the Approved Preliminary Plan has been properly converted into the Final Plan and shall issue his/her written report regarding such review. If additional waivers or modifications of the SLDO are required to implement changes necessitated by the Agency permits, the Township shall grant such waiver and/or modifications provided such waivers and/or modifications (i) are not detrimental to the public health safety and/or welfare, and (ii) the Final Plan remains consistent with the Approved Preliminary Plan in all material respects.

8. **Disputes.** If the Engineer's Report indicates that the Approved Preliminary Plan has not been properly converted into the Final Plan or that newly required waivers and/or modifications should not be granted, Hightop's Engineer and the Township's engineer shall have twenty (20) days to attempt to agree on the method

to redesign that (those) aspect(s) of the Final Plan which do not comply with the Approved Preliminary Plan and/or require waivers or modifications. Within thirty days (30) days after such agreement, Hightop shall cause Hightop's Engineer to implement the agreed upon changes, resubmit the Final Plan as so revised, and the procedures set forth in paragraph 7 shall be recommenced, but the Township's engineer shall issue the Engineer's Report regarding the resubmitted Final Plan within twenty (20) days of submission. If the Township Engineer and Hightop's Engineer: (1) do not resolve the controversy with regard to any of the said revisions and/or deviations either party may refer such unresolved controversy to an Independent Engineer for resolution of such dispute. Within ten (10) days after the end of the said twenty (20) day period, each party to such dispute shall present to Independent Engineer such information as it may choose. The Independent Engineer's decision shall be in writing and shall be made within ten (10) days after such information has been submitted to him/her and shall be final and binding on all Parties, provided the Township confirms through legal counsel that the granting of any newly required waivers and/or modifications are consistent with any and all ordinances, codes, and regulations then in effect regarding the same. The Independent Engineer shall be paid his/her regular hourly rate for the time he/she spends with regard to the dispute and such fees shall be borne equally by the Township and Hightop.

9. **Resolution.** If the Independent Engineer determines that the Approved Preliminary Plan has not been converted properly into the Final Plan, and/or that objected to requested changes or additions should be made to the Final Plan because they improve the technical engineering aspects of the Approved Preliminary Plan and will not substantially increase the cost to develop the Proposed Development without reducing the number or size of the proposed dwellings and without changing the configuration of the Proposed Development, Hightop shall, within twenty (20) days after receipt of the Independent Engineer's decision, cause the Final Plan to be revised to eliminate the deviations from the Approved Preliminary Plan, and/or to incorporate such requested changes or additions and shall resubmit such further revisions for review by the Independent Engineer. The Independent Engineer shall review the said revisions to determine whether the deviations from the Approved Preliminary Plan and/or whether the said requested changes or additions have been made to the Final Plan, and shall report his/her findings in a written report which shall be delivered to the Township and Hightop within ten (10) days of submission of the further revised Final Plan. This process shall continue until the Independent Engineer determines that such deviations have been corrected. At that time the Independent Engineer shall report to the Township, the Township's engineer and Hightop that the Approved Preliminary Plans have been properly converted into a Final Plan. The Independent Engineer's report shall be in writing, and be final and binding on all parties. The Independent

Engineer shall be paid his/her regular hourly rate for the time he/she spends with regard to the dispute and such fees shall be borne equally by the Township and Hightop.

**10. Final Approval.** The Board shall approve the Final Plan at its next public meeting after receipt of (1) the Township Engineer's Report indicating that the Approved Preliminary Plan has been properly converted into the Final Plan, or (2) the Independent Engineer's determination that the Final Plan has been properly prepared.

**11. Planning Module.** After the date of this Settlement Agreement, Hightop shall have the right to have its Engineer prepare and submit, on Hightop's behalf, either a Planning Module for the Proposed Development or, if applicable, a request to DEP for an exemption from planning approval by DEP. Within thirty (30) days after receipt of such submission, the Township shall approve the Planning Module or Request for Exemption from Planning Approval and shall submit such approved Planning Module or Request for Exemption to DEP. Thereafter, the Township shall conscientiously process the approval by DEP of Hightop's Planning Module or Request for Exemption.

**12. Fees.** In light of Hightop's agreement to construct the extension of Washington Street depicted on the Preliminary Plan and to offer Washington Street for dedication to the Township at no cost to the Township, the Township agrees that any and all Traffic Impact Fees due and owing to the Township shall not be paid to the

Township by Hightop, and such monies shall instead be applied by Hightop to the costs associated with the construction of the portion of Washington Street located on the Property.

**13. Signing of Final Plan.** When Hightop desires to record the approved Final Plan, Hightop shall deliver four (4) copies of the Final Plan to the Township. Such copies of the Final Plan shall have been appropriately signed by Hightop and sealed by Hightop's Engineer. Within ten (10) business days thereafter, all required signatures of the Township, its Boards, Commissions and Professionals, shall be affixed to the Final Plan, and the Township Solicitor shall then hold the signed Final Plan in escrow in accordance with this Agreement.

**14. Determination of Amount of Financial Security.** At such time as Hightop desires to commence the construction of any of the improvements depicted on the Final Plan, Hightop shall sign and fund a Land Development Improvement Agreement and a Financial Security Agreement, together with the financial security and other fees as may be required therein, including financial security for the construction of the portion of Washington Street located on the Property, all in the form or forms then required by the Township. Upon delivery of the aforementioned Agreements, Security and fees, the Township Solicitor shall cause the signed copies of the Final Plan to be immediately delivered to Hightop or its title company for recording.

15. **Building Permits.** At any time after recording of the Final Plan, Hightop may submit to the Township building plans, together with the appropriate and required building permit applications and fees, for review and approval by the Township, all of which such plans and permit applications shall be processed and reviewed in the normal course by the Township under and pursuant to any and all ordinances, codes, and regulations then in effect regarding the same.

16. **Conservation Easement.** At any time after the signing of this Agreement and prior to the recording of the Final Plan, the Township shall have the right to obtain a conservation easement over a portion of the Property to preserve such portion of the Property for open space and recreational purposes (“**Conservation Easement**”). If the Township elects to obtain the Conservation Easement, the Township shall provide written notice to Hightop prior to the Recording of the Final Plans. The Township’s written notice shall contain a plan depicting the portion of the Property over which it has elected to obtain the Conservation Easement (“**Easement Plan**”). The Easement Plan shall be of sufficient detail for Hightop to determine the number of dwelling units within the Proposed Development that will be eliminated as a result of the Conservation Easement. The Conservation Easement shall be limited to the elimination of no more than seven (7) dwelling units. Within thirty (30) days of the Township’s written notice of its election to obtain the Conservation Easement, the Township and Hightop shall each obtain appraisals of the value of the Conservation

Easement (“**Appraisals**”) and submit their respective Appraisals to the other Party. If the appraised values of the Conservation Easement from the Township’s Appraisal and Hightop’s Appraisal are within 10%, the Conservation Easement shall be determined to have a value of average of the Appraisals. If the appraised values of the Conservation Easement are greater than 10%, Hightop’s appraiser and Township’s appraiser shall have twenty (20) days to attempt to resolve their differences and determine the value of the Conservation Easement. If after said twenty (20) day period the Township’s appraiser and Hightop’s appraiser are unable to agree on the value of the Conservation Easement, the Township’s appraiser and Hightop’s appraiser shall agree on the appointment of an independent third-party appraiser (“**Independent Appraiser**”). Within twenty (20) days of the appointment of the Independent Appraiser, the Township’s appraiser and Hightop’s appraiser shall present to the Independent Appraiser such information as they may choose. The Independent Appraiser’s appraisal shall be in writing and shall be made within twenty (20) days after such information has been submitted to them and shall be final and binding on all Parties. Within ten (10) days of the determination of the value of the Conservation Easement, either by reconciliation of the Appraisals or the report of the Independent Appraiser, the Township shall communicate in writing its commitment to obtain the Conservation Easement and immediately thereafter shall commence all procedures necessary to allocate or acquire funding necessary for the purchase of the Conservation

Easement. The Township shall acquire the Conservation Easement and tender the purchase price of the Conservation Easement within 90 days of its written election to proceed. Within 30 days of the Township's election to proceed with the purchase of the Conservation Easement, the Township's Solicitor shall draft the terms of the Conservation Easement. The Township's Solicitor and Hightop's Attorney shall thereafter negotiate such terms in good faith and Hightop shall accept any restrictions upon the portion of the Property to be encumbered by the Conservation Easement requested by the Township provided such restrictions do not (1) further diminish the number of dwelling units of the Proposed Development (2) negatively impact the value of the remaining dwelling units of the Proposed Development, and/or (3) increase the cost to construct the Proposed Development. The Conservation Easement shall be a burden upon the portion of the Property subject thereto and shall be binding upon Hightop, its heirs, successors and/or assigns and shall not be extinguished or amended without the written consent of the Township.

17. **Vested Rights**. Hightop shall have the continuing right to develop the Property as depicted on the Final Plan and consistent with the terms of this Agreement, even if the zoning of the Property should change at any time in the future. Similarly, Hightop shall have the continuing right to develop the Property as depicted on the Final Plan and consistent with the terms of this Agreement, notwithstanding changes to the Township SALDO, provided construction of the Proposed

Development commences within five (5) years of the date of the Order. Thereafter, the Township, in its sole discretion, may require that the Final Plan be amended to comply with the then current provisions of the Township Stormwater Management Ordinance and/or the SALDO relating to stormwater management that are then in effect if such stormwater management provisions have been adopted by the Township and/or any other governmental agency with jurisdiction over the Property during that five (5) year period. Provided however, that after Hightop commences (and completes) the construction of the portion of Washington Street on the Property, Hightop shall have the vested rights to complete the Proposed Development in perpetuity.

**18. Release of Township.** With the exception of the obligations imposed upon the Township and the Township Engineer under the provisions of this Agreement, or imposed upon the Township or the Township Engineer by applicable Pennsylvania law, Hightop hereby remises, releases and forever discharges the Township, its officials, officers, directors, employees, consultants, and professionals, from any cause of action that Hightop had, now has, or can, in the future, have against the Township and its officials, officers, directors, employees, consultants, and professionals, in both their individual and official capacities, which cause of action arises out of or relates to the conduct of the Township or any of them in any way related to the use and development of the Property, including, but not limited to, any cause of action arising from and/or related to the review and processing of the LOMR.

19. **Remedies.** If either party fails to perform its obligations under this Agreement, or fails to perform its obligations under Pennsylvania Law, then the opposing party shall have the right to petition the Court to enforce the provisions of this Agreement without the need to file a new action in the Court. If, as a result of that petition, the Court determines that a party has failed to perform its obligations under this Agreement or under applicable Pennsylvania Law, the Court shall award the petitioner all related, reasonable attorneys' fees and other costs incurred in attempting to enforce this Agreement.

20. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

21. **Entire Agreement.** This Agreement shall constitute the entire agreement among the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against either party unless that party shall have consented thereto in writing.

22. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

23. **Time of the Essence.** Time is of the essence in this Agreement.

24. **Notices.** All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid or by private carrier guarantying next day delivery, addressed as follows:

If to Hightop, addressed as follows:

David Landskroner  
c/o Hightop Development  
300 Yorktown Plaza  
Elkins Park, PA 19027

with a copy to:

Craig R. Lewis, Esquire  
Kaplin Stewart Meloff Reiter & Stein, P.C.  
910 Harvest Drive  
P.O. Box 3037  
Blue Bell, PA 19422  
[rlewis@kaplaw.com](mailto:rlewis@kaplaw.com)

If to the Township:

Whitemarsh Township  
616 Germantown Pike  
Lafayette Hill, PA 19444  
Attention: Township Manager  
with a copy to:

David J. Sander, Esquire  
Kilkenny Law, LLC  
519 Swede Street  
Norristown, PA 19401  
[dave@skilkennylaw.com](mailto:dave@skilkennylaw.com)

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

**HT 1001 Washington, LLC**

By:  \_\_\_\_\_  
David Landskroner, *Authorized Rep*

**Whitemarsh Township Montgomery  
County Pennsylvania**

By:  \_\_\_\_\_  
Jacy Toll, Chair

**Exhibit "A"**

Waiver Request Letter

August 8, 2025

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

**Reference: 1001 Washington Street  
Updated Waiver / Modification Requests  
Whitemarsh Township, Montgomery County, PA  
Nave Newell No. 2024-001.02**

Dear Mr. Guttenplan

On behalf of our client, HT 1001 Washington, LLC, and in accordance with the Whitemarsh Township Subdivision and Land Development Ordinance. The Applicant respectfully requests the following waivers and/or modifications for the cited provisions of the ordinance.

#### Streets

**1. 105-30(A) – Street Standards**

A modification is requested from the requirement that the ultimate right-of-way measure 56' and the cartway width measure 36'. Due to the existing site constraints the proposed ultimate right-of-way measures 28', and the cartway width measures below 36'. Also, the proposed Courts will have cartway widths below 30'.

**2. 105-30(C) – Street Standards**

A waiver is requested from the requirement of short extensions of existing streets with lesser right-of-way and/or cartway widths than prescribed above may be permitted; provided, however, that no section of new right-of-way be less than 40 feet in width and such extensions shall be less than 100 feet in length to allow the right-of-way width of Washington Street measure 28 feet for a distance of 960' along the property frontage.

**3. 105-33(B) – Street Intersections**

A waiver is requested from the requirement of streets entering opposite sides of another street shall have a minimum offset of 200'. Due to the property layout, we are proposing Court B and Court C to be offset less than 200' from Lee Street, all three of which will be stop controlled.

**4. 105-35(E) – Street Alignment**

A waiver is requested from the requirement of local streets having horizontal curves of 150'. Due to the existing site constraints and its current alignment, we are proposing horizontal curve radii of 40' on Washington Street

**5. 105-37 – Sight Distances**

A waiver is requested from the requirement of the sight distances listed in this section. The intersection of Court D and Washington Street is designed as a multi-stop intersection.

**6. 105-56(A)(1)(a) – Private streets and courts shall be 26' wide.**

A waiver is requested from this section to allow the courts to be 24'. This matches the adjacent development and is consistent with the character of the area.

Sidewalks

**7. 105-30(A); 105-47(A), and 105-73 – Sidewalks**

A modification is requested from the requirement of these sections to install sidewalks as shown on the Site Plan. Variance was granted from Section 116-283.C.(1), so as to permit curb and sidewalk alignment along Washington Street without street trees and the required 5 foot/verge strip.

**8. 105-47(K)(1) – In the RDD-1 subdistrict, 25' right-of-way be offered for dedication to the Township**

A modification is requested to this requirement to offer an easement for public access and use rather than right-of-way dedication.

Parking

**9. 105-38(F) – Angle or perpendicular parking shall not be permitted along public or private streets**

A waiver is requested from the requirement as cartway width measures about 31'. Backing out from the perpendicular parking should not pose a safety risk given the low volumes of traffic. The spaces are provided for public use and extra guest parking. The cartway width meets the minimum requirement of 105-56(A)(1)(b).

**10. 105-38H – Except at entrance and exit drives, all parking areas shall be set back from the right-of-way line and all property lines at least 15 feet, or as required by the applicable sections of the Zoning Ordinance, the greater provision to prevail. The distance between this required setback and the cartway shall be maintained as a planting strip or planting strip and sidewalk.**

A waiver is requested from this section to keep the existing parking spaces that are adjacent to the David's Bridal Facility and for the proposed parking along Washington Street near the proposed kayak launch.

**11. 105-38(L) – In no case shall parking areas for three or more vehicles be designed to require or encourage carts to back into a public street.**

A waiver is requested from this section for the 10 parking spaces adjacent to Washington Street. Backing out from the perpendicular parking should not pose a safety risk given the low volumes of traffic. The spaces are provided for extra guest parking and public use.

**12. 105-38(O) – Parking areas shall be located at least 10 feet from any building or structure.**

A waiver is requested from this section to allow the existing parking spaces along the 901 and 1001 property line to be located less than 5' from the adjacent decks. The parking spaces will be greater than 10' away from the buildings at ground level, but will be less than 5', horizontally, from the decks on the second floor.

**13. 105-50(C)(1) and (3) – Walking distance from a single-family dwelling unit to a parking area shall be less than 100'. In no case shall the distance exceed 250'**

A waiver is requested from this section to allow the two off-street parking areas to be designed as shown on the Land Development Plans. The proposed off-street parking areas are not required by code and being provided for public use at the proposed kayak launch and as an extra amenity for residents.

Trees / Buffers

**14. 55-4B – Maximum tree removal. The removal of more than 33% of trees, having a DBH of six inches or greater, on any lot, shall not be permitted.**

A waiver is requested to permit the removal of greater than 33% (62% total, 53% healthy removed).

**15. 55-4(D)(6)(A), 55-4(F)- Tree Replacement Substitution. living and healthy tree with a DBH of six inches or greater and which is designated to be removed or which is destroyed, shall be replaced with one or more new canopy trees, of a type and species approved by the Shade Tree Commission or its designee, with a trunk diameter of not less than three inches in caliper. The total caliper of replacement trees, measured at six inches above the ground line, shall equal or exceed the DBH of the removed trees. The waiver is being requested to allow a maximum of 40% of the replacement trees to be replaced with ornamental trees, in accordance with Section 55-4(F).**

A waiver is requested to permit greater than 40% of the replacement trees to be replaced by understory/ornamental trees, shrubs, and by a fee in-lieu payment.

**16. 105-52(B)(2) – Buffers shall have a minimum width of 50'.**

A waiver is requested from this section to allow the buffers as shown on the plan, due to the sites unusual sized and shape.

**17. 55-4.C.(4)(b) and 55-4.D.(1)(d) – Denote location and species of each preserved tree and all boundary trees and the location of tree protection fences, encompassing the dimensions of each root protection zone, either calculated and 1.25 feet (radius) per one inch of DBH, or a circle with a radius extending from e tree's trunk to a point no less than the furthest crown dripline, whichever is greater. Nothing shall be stored stockpiled, temporarily placed, or allowed in the root protection zone.**

A waiver is requested to permit tree protection fencing at a smaller radius, and to allow disturbance within the root protection zone.

Parks and recreational facilities

**18. 105-53(D)(1)(c) – No more than 25% of the minimum land area required for park and recreation land may consist of floodplain or riparian corridor areas.**

A waiver is requested from this section due to the entire property being located within the floodplain.

Grading

**19. 58-16(B) – Riparian buffer easements no less than 35', measured from the top of bank, shall be created**

A waiver is requested from this requirement to allow the proposed development as shown on the Land Development Plans, which are consistent with the zoning relief granted and include a riverfront trail/boardwalk, dwelling units, and other improvements less than 35' from the top of bank.

- 20. 58-28(D)(11) – Edge of slopes shall be a minimum of five feet from property lines or right-of-way lines**  
A waiver is requested of this requirement to allow such grading to occur closer than 5' from property and right-of-way lines. The proposed grading abuts the ultimate right-of-way of Washington Street. Proposed grading needs to be less than 5' from property and right-of-way lines to tie back into existing conditions.
- 21. 58-29E – Fills shall not encroach on natural watercourses, floodways, floodway fringes, constructed channels, or wetlands**  
A waiver is requested from this section because the whole property is located within the floodplain. We have submitted a Letter of Map Revision (LOMR) request to FEMA to revise the floodway so the existing structures and proposed improvements are removed from the floodway.

Stormwater Management

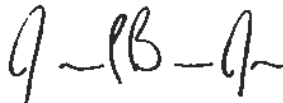
- 22. 58-34(B)(7)(d) – All storm pipe shall be reinforced concrete pipe**  
A waiver is requested to allow the proposed storm pipes on the site to be HDPE in-lieu of reinforced concrete pipe. Proposed storm pipes within the public right-of-way will be concrete.

Traffic Study

- 23. 105-21.B(9)(d)(6)(a) – 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.**  
A waiver is requested from this section. The applicant will comply to the extent that the proposed roadway improvements will be limited and directly related to driveway access intersections. Per the PA MPC, applicants are not obligated to provide improvements at off-site intersections.

If you have any questions or need additional information. Please contact me at (610) 265-8323 or via email at [jbannon@navenewell.net](mailto:jbannon@navenewell.net).

Sincerely,



James P. Bannon, Jr., PE

JPB/

Enclosure

cc (via email): David Landskroner & Ryan Lohbauer – Hightop Development  
Craig R. Lewis, Esq. – Kaplin Stewart

**Exhibit "B"**

A True and Correct Copy of the Hightop Redevelopment Plans





PROFESSIONAL ENGINEER  
 CALL BEFORE YOU DIG!  
 PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER  
 CONSTRUCTION IS MADE IN ACCORDANCE WITH THE  
 PENNSYLVANIA CONSTRUCTION CODE  
 REGISTERED PROFESSIONAL ENGINEER  
 1-800-242-1774



NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/15/24	REVISED TOWNSHIP ENGINEER LAMB 10/15/24	J.P.	J.P.
2	10/15/24	REVISED TOWNSHIP ENGINEER LAMB 10/15/24	J.P.	J.P.



PROJECT TITLE: SITE CONTEXT MAP  
 1001 WASHINGTON STREET  
 WHITEHORSE TOWNSHIP, MONTGOMERY COUNTY, PA

PROJECT NO.	2024-001-02	DATE	11/15/24
SCALE	1" = 200'	DATE	11/15/24

C0.1  
 2 of 20

THIS DOCUMENT IS THE PROPERTY OF NAVE NEWELL & ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF NAVE NEWELL & ASSOCIATES, INC. ALL RIGHTS ARE RESERVED. © 2024 NAVE NEWELL & ASSOCIATES, INC.



**SOILS LEGEND**  
 SOILS INFORMATION FOR THE PROJECT AREA IS BASED ON THE DATA PROVIDED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT).  
 SEE APPENDIX A FOR SOILS DATA.

SOIL LIMITATIONS AND RESOLUTIONS		
APPENDIX A PROJECT	SOIL LIMITATION	RESOLUTION
02	UNSATURATED CLAY UNSATURATED CLAY UNSATURATED CLAY	AS SHOWN ON THE LIMITED SOIL REPORT, THE SOILS ARE NOT SUITABLE FOR CONSTRUCTION OF A HIGHWAY OR AIRPORT. THE SOILS ARE SUITABLE FOR CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT. THE SOILS ARE SUITABLE FOR CONSTRUCTION OF A COMMERCIAL DEVELOPMENT. THE SOILS ARE SUITABLE FOR CONSTRUCTION OF A PUBLIC DEVELOPMENT.
03	POOR FERTILITY	SOILS WITH POOR FERTILITY SHOULD BE TREATED WITH FERTILIZER TO IMPROVE FERTILITY. THE SOILS ARE SUITABLE FOR CONSTRUCTION OF A RESIDENTIAL DEVELOPMENT. THE SOILS ARE SUITABLE FOR CONSTRUCTION OF A COMMERCIAL DEVELOPMENT. THE SOILS ARE SUITABLE FOR CONSTRUCTION OF A PUBLIC DEVELOPMENT.

**GEOLOGIC CONDITIONS NOTE**  
 THE GEOLOGIC CONDITIONS FOR THE PROJECT AREA ARE BASED ON THE DATA PROVIDED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT).  
 SEE APPENDIX B FOR GEOLOGIC DATA.

**SITE ZONING DATA TABLE**

NO. OF LOTS	NO. OF UNITS	NO. OF UNITS PER LOT
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27
28	28	28
29	29	29
30	30	30
31	31	31
32	32	32
33	33	33
34	34	34
35	35	35
36	36	36
37	37	37
38	38	38
39	39	39
40	40	40
41	41	41
42	42	42
43	43	43
44	44	44
45	45	45
46	46	46
47	47	47
48	48	48
49	49	49
50	50	50



NO.	DATE	DESCRIPTION
1	11/15/24	REVISION 1: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
2	11/15/24	REVISION 2: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
3	11/15/24	REVISION 3: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
4	11/15/24	REVISION 4: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
5	11/15/24	REVISION 5: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
6	11/15/24	REVISION 6: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
7	11/15/24	REVISION 7: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
8	11/15/24	REVISION 8: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
9	11/15/24	REVISION 9: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
10	11/15/24	REVISION 10: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.



PROJECT: EXISTING RESOURCES AND SITE ANALYSIS PLAN  
 1001 WASHINGTON STREET  
 WHITEHART TOWNSHIP, MONTGOMERY COUNTY, PA

NO.	DATE	DESCRIPTION
1	11/15/24	REVISION 1: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
2	11/15/24	REVISION 2: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
3	11/15/24	REVISION 3: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
4	11/15/24	REVISION 4: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
5	11/15/24	REVISION 5: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
6	11/15/24	REVISION 6: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.
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10	11/15/24	REVISION 10: REVISED FOR CONFORMANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (PA DEP) AND THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PA DOT) REGULATIONS.

**C0.2**  
 11/15/24

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BELOW NOTES ARE FROM "ALTA/NSPS LAND TITLE SURVEY" PREPARED BY RUGGIERO PLANTE  
LAND DESIGN DATED NOVEMBER 13, 2023, LAST REVISED DECEMBER 12, 2023

**SURVEYOR'S NOTES**

1. This survey is prepared with reference to a Commission for Title Insurance by Commonwealth Title Insurance Company, Commission to issue PACS 175-305 MAP, having a commitment date of October 24, 2022, where the following exceptions listed in Schedule B Section 4 are addressed in the notes of this survey:
  - (A) Portions to be located by a 25 foot wide strip of land leading from the former Lee to the present to the Ave. - SEE TIME AND RUBBER CO DRAINAGE EASEMENT SHOWN
  - (B) Easement of Railroad Right which extends into frontages and Rights of Use of same to neighboring parcels. SEE RAILROAD EASEMENT OBSERVED ON THE PROPERTY AT THE TIME OF THIS SURVEY
  - (C) Easement of Trench on Schuylkill Canal. NEED FURTHER INFORMATION FROM TITLE COMPANY TO DETERMINE LOCATION
  - (D) Subject to the rights of ingress and egress over premises as in Deed Book 280 page 68. - DOCUMENT NOT LEGIBLE
  - (E) The 25 foot wide strip leading from Lee to the Ave is subject to the provision of Deed Book 818 page 281. - CONVEYING AREAS AND EASEMENTS - SEE TIME AND RUBBER CO DRAINAGE EASEMENT SHOWN
  - (F) Water, Ferry and Passage Rights as in Deed Book 10 page 413. - DOCUMENT NOT LEGIBLE
  - (G) Water, Ferry and Passage Rights as in Deed Book 24 page 434. - DOCUMENT NOT LEGIBLE
  - (H) Water, Ferry and Passage Rights as in Deed Book 385 page 41. - DOCUMENT NOT LEGIBLE
  - (I) Portions to be located within the 100 yard flood plain of the Schuylkill River. - FEMA FLOODPLAIN AND ZONE AS FLOODED ZONE SHOWN
  - (J) Rights of the Philadelphia, Germantown and Norristown Railroad Companies as in Deed Book 68 page 436. - DOCUMENT NOT LEGIBLE
  - (K) Rights of the Philadelphia, Germantown and Norristown Railroad Companies as in Deed Book 17 page 682. - DOCUMENT NOT LEGIBLE
  - (L) Rights of the Philadelphia, Germantown and Norristown Railroad Companies as in Deed Book 153 page 47. - DOCUMENT NOT LEGIBLE
  - (M) Rights of the Philadelphia, Germantown and Norristown Railroad Companies as in Deed Book 162 page 315. - DOCUMENT NOT LEGIBLE
  - (N) Right of way granted to the Philadelphia Electric Company as in Deed Book 4762 page 1035. - NOT PLOTTABLE, PLANS NOT PROVIDED

**SURVEYOR'S NOTES CONTINUED**

- (O) Subject to conditions as shown on a Plan of Subdivision recorded in Plan Book 444 page 17. - DRAINAGE EASEMENT AND ROW LINES SHOWN - APPLICABLE NOTES, CONDITIONS, ITEMS ETC. HAVE BEEN CARRIED OVER TO THE PLAN
- (P) Rights reserved in Deed Book 4671 page 283 for use of water, wells, pumps, piping and roof storage tank. - AREA SHOWN ON PLAN
- (Q) Right of way granted to The Bell Telephone Company of Pennsylvania as in Deed Book 4877 page 1033. - EASEMENT ADMINISTRABLE
- (R) Memorandum of Understanding Agreement as in Deed Book 5071 page 2000 - EASEMENT IN NATURE
- (S) Subject to conditions as shown on a Land Title Plan recorded in Land Title Plan Book 1-2 page 131. - PARKING DRIVE SHOWN - APPLICABLE NOTES, CONDITIONS, ITEMS ETC. HAVE BEEN CARRIED OVER TO THE PLAN
- (T) Possible rights of the United States of America, the Commonwealth of Pennsylvania, the Public and other Apparent owners between the high and low water marks of the Schuylkill River - SCHUYLKILL RIVER SHOWN
- (U) Subject to the laws and authority of the Federal and State Governments, their official subdivisions and agencies, to regulate commerce and navigation over part of the premises extending beyond the high water mark of the Schuylkill River to any governmental site and pertaining to the area lying beyond the official low water mark. - SCHUYLKILL RIVER SHOWN
- (V) Reciprocal Easement Agreement set forth in Deed Book 9867 page 411. - EASEMENT SHOWN

**REFERENCE PLANS**

SEE REFERENCE PLANS FOR FURTHER INFORMATION

**GENERAL NOTES**

1. THIS SURVEY IS BASED ON A PLAN OF SUBDIVISION RECORDED IN PLAN BOOK 444 PAGE 17. THE SURVEYOR HAS REVIEWED THE RECORDING OF THIS PLAN AND HAS FOUND IT TO BE CORRECT AND COMPLETE.
2. THE SURVEYOR HAS REVIEWED THE RECORDING OF THIS PLAN AND HAS FOUND IT TO BE CORRECT AND COMPLETE.
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17. THE SURVEYOR HAS REVIEWED THE RECORDING OF THIS PLAN AND HAS FOUND IT TO BE CORRECT AND COMPLETE.

**SOIL LEGEND**

SEE SOIL LEGEND FOR FURTHER INFORMATION

**SOIL LIMITATIONS AND RESOLUTIONS**

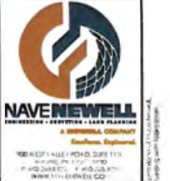
APPLICABLE TO	SOIL LIMITATION	RESOLUTION
1	SOIL LIMITATION	RESOLUTION
2	SOIL LIMITATION	RESOLUTION
3	SOIL LIMITATION	RESOLUTION

**GEOLOGIC CONDITIONS NOTE**

SEE GEOLOGIC CONDITIONS NOTE FOR FURTHER INFORMATION

**UTILITY OWNERS**

- DATE CONDUCTED: November 1, 2023  
SERIAL NUMBER: 2023000004
- COMPANY:** WATERWORKS TOWNSHIP AUTHORITY  
**ADDRESS:** 1000 RING MILL AVE  
**CITY:** LAFAYETTE HILLS, PA 19444  
**CONTACT:** JAMES P. BANNON  
**PHONE:** 610-271-1000
- COMPANY:** COMCAST CABLEVISION  
**ADDRESS:** 1200 PROCTOR DRIVE, 3RD FLOOR  
**CITY:** CHESTER, PA 19380  
**CONTACT:** JAMES P. BANNON  
**PHONE:** 610-271-1000
- COMPANY:** ADIA COMMUNICATIONS  
**ADDRESS:** 700 LANCASTER AVE  
**CITY:** BETHLEHEM, PA 19018  
**CONTACT:** JAMES P. BANNON  
**PHONE:** 610-271-1000
- COMPANY:** FRED ANS STERIL COMPANY CO LTD  
**ADDRESS:** 400 S. WASHINGTON ST. SUITE 200  
**CITY:** PHILADELPHIA, PA 19106  
**CONTACT:** JAMES P. BANNON  
**PHONE:** 610-271-1000
- COMPANY:** LEHIGH POWER & LIGHT  
**ADDRESS:** 1000 RING MILL AVE  
**CITY:** LAFAYETTE HILLS, PA 19444  
**CONTACT:** JAMES P. BANNON  
**PHONE:** 610-271-1000
- COMPANY:** VERIZON BUSINESS FORMERLY VEC  
**ADDRESS:** 700 WASHINGTON ST  
**CITY:** PHILADELPHIA, PA 19106  
**CONTACT:** JAMES P. BANNON  
**PHONE:** 610-271-1000
- COMPANY:** WATERWORKS TOWNSHIP PUBLIC WORKS  
**ADDRESS:** 1000 RING MILL AVE  
**CITY:** LAFAYETTE HILLS, PA 19444  
**CONTACT:** JAMES P. BANNON  
**PHONE:** 610-271-1000



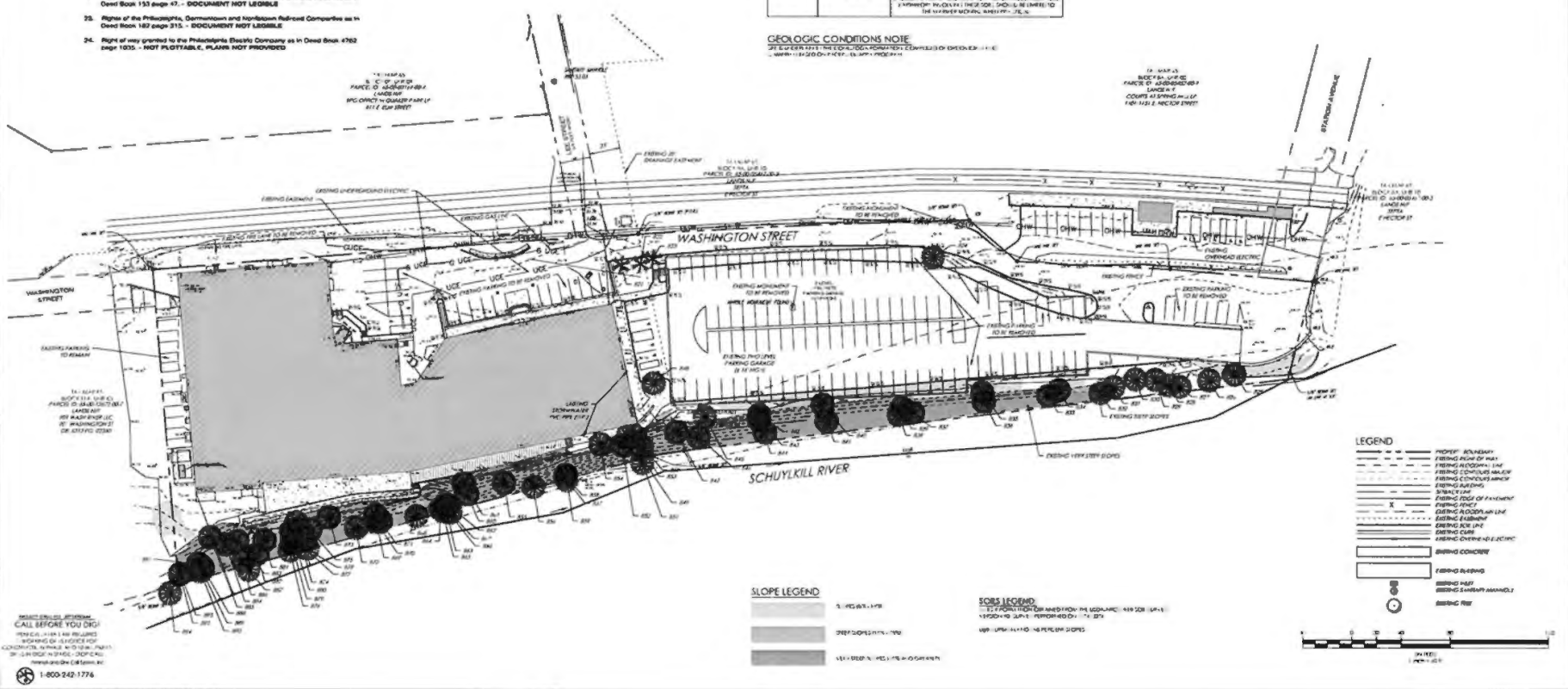
NO.	DATE	DESCRIPTION
1	11/01/23	ISSUED FOR TOWNSHIP REVIEW LETTER DATED 11/01/23
2	11/01/23	REVIEWED FOR TOWNSHIP REVIEW LETTER DATED 11/01/23



EXISTING FEATURES PLAN & SOIL MAP & PRELIMINARY IMPACT PLAN  
1001 WASHINGTON STREET  
WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PA

NO.	DATE	DESCRIPTION
1	11/13/24	ISSUED FOR TOWNSHIP REVIEW LETTER DATED 11/13/24
2	11/13/24	REVIEWED FOR TOWNSHIP REVIEW LETTER DATED 11/13/24

**C1.0**  
4 of 20



CALL BEFORE YOU DIG  
1-800-242-1776





### DEMOLITION NOTES

1. DEMOLITION OF EXISTING STRUCTURE SHALL BE ACCORDING TO THE DEMOLITION PLAN AND THE DEMOLITION SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND ADJACENT PROPERTIES.
2. ALL DEMOLITION ACTIVITIES SHALL BE ACCORDING TO THE DEMOLITION PLAN AND THE DEMOLITION SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND ADJACENT PROPERTIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND ADJACENT PROPERTIES.
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NO.	DESCRIPTION	DATE
1	REVISED PER TOWNSHIP REVIEW LETTER DATED 10/21/2023	10/21/2023
2	REVISED PER TOWNSHIP REVIEW LETTER DATED 10/21/2023	10/21/2023

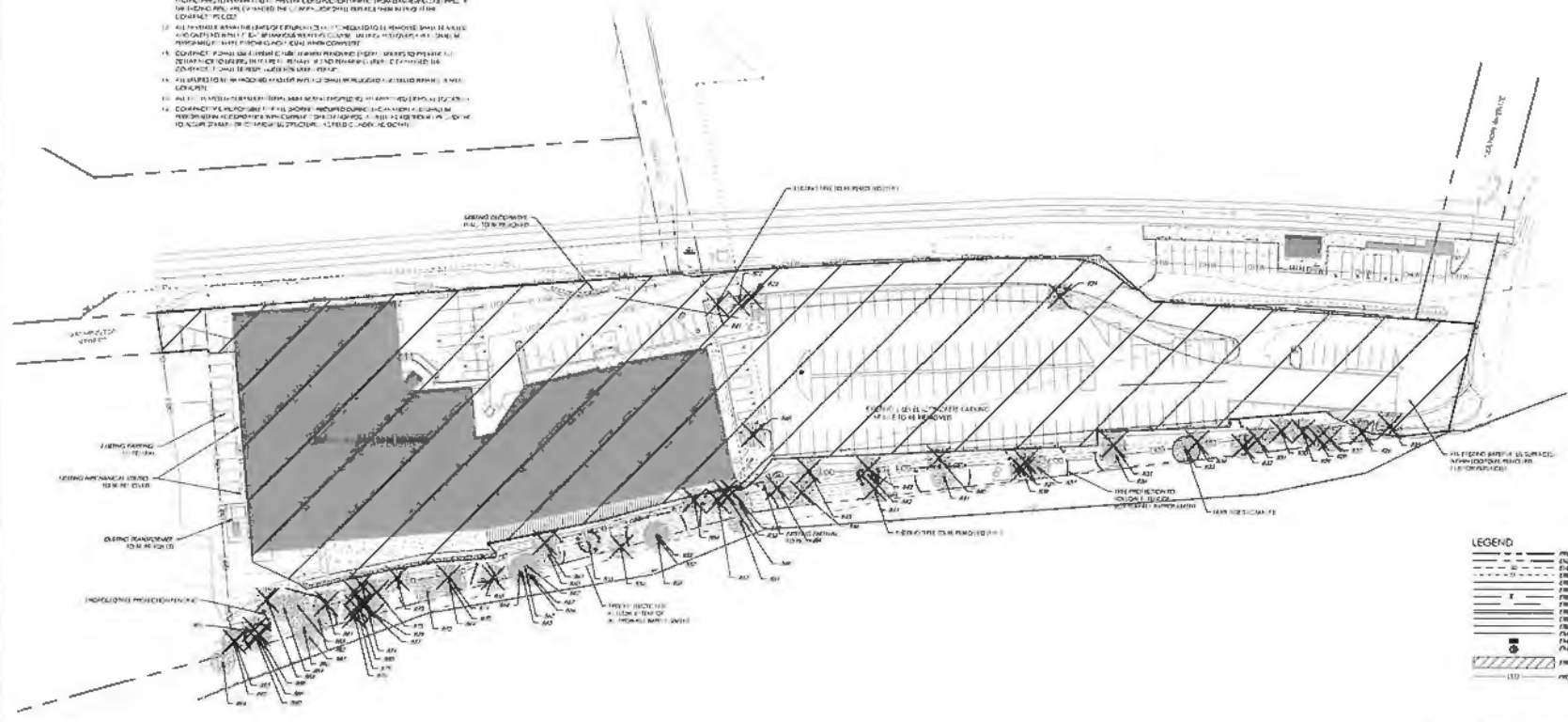


1001 WASHINGTON STREET  
WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PA

DEMOLITION PLAN

C2.0

1 of 20



LEGEND

[Symbol]	PROPERTY BOUNDARY
[Symbol]	EXISTING FOOTING FOUND
[Symbol]	EXISTING CONCRETE FOUND
[Symbol]	EXISTING BRICK FOUND
[Symbol]	EXISTING BLOCK FOUND
[Symbol]	EXISTING ROOF FOUND
[Symbol]	EXISTING CLAY TILE FOUND
[Symbol]	EXISTING ASPHALT FOUND
[Symbol]	EXISTING OVERHEAD ELECTRIC
[Symbol]	EXISTING UNDERGROUND ELECTRIC
[Symbol]	EXISTING WATER
[Symbol]	EXISTING SEWER
[Symbol]	EXISTING GAS
[Symbol]	EXISTING TELEPHONE
[Symbol]	EXISTING AIR SERVICE TO BE MAINTAINED
[Symbol]	PROPOSED GRADE OF EXISTING FLOOR



PROFESSIONAL ENGINEER  
PAID UP  
CASE BEFORE YOU DO IT  
PLEASE CHECK THE RECORDS  
FOR ANY CHANGES TO THE RECORDS  
BEFORE YOU BEGIN WORK  
BY THE ENGINEER'S OFFICE  
PHILADELPHIA, PA 19102  
TEL: 215-595-1776

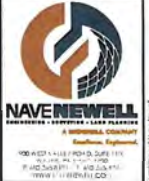






UTILITY NOTES

1. THE UTILITY PLAN IS A PRELIMINARY DESIGN AND SHOULD BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND UTILITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC ROADS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SIGNAGE AND TRAFFIC CONTROL MEASURES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE LIGHTING AND SECURITY MEASURES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE MAINTENANCE AND REPAIR MEASURES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE RECORD DRAWINGS AND AS-BUILT DRAWINGS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE TRAINING AND SAFETY MEASURES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE COMMUNICATIONS AND REPORTING MEASURES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE ENVIRONMENTAL PROTECTION MEASURES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SOCIAL AND ECONOMIC IMPACT MEASURES.



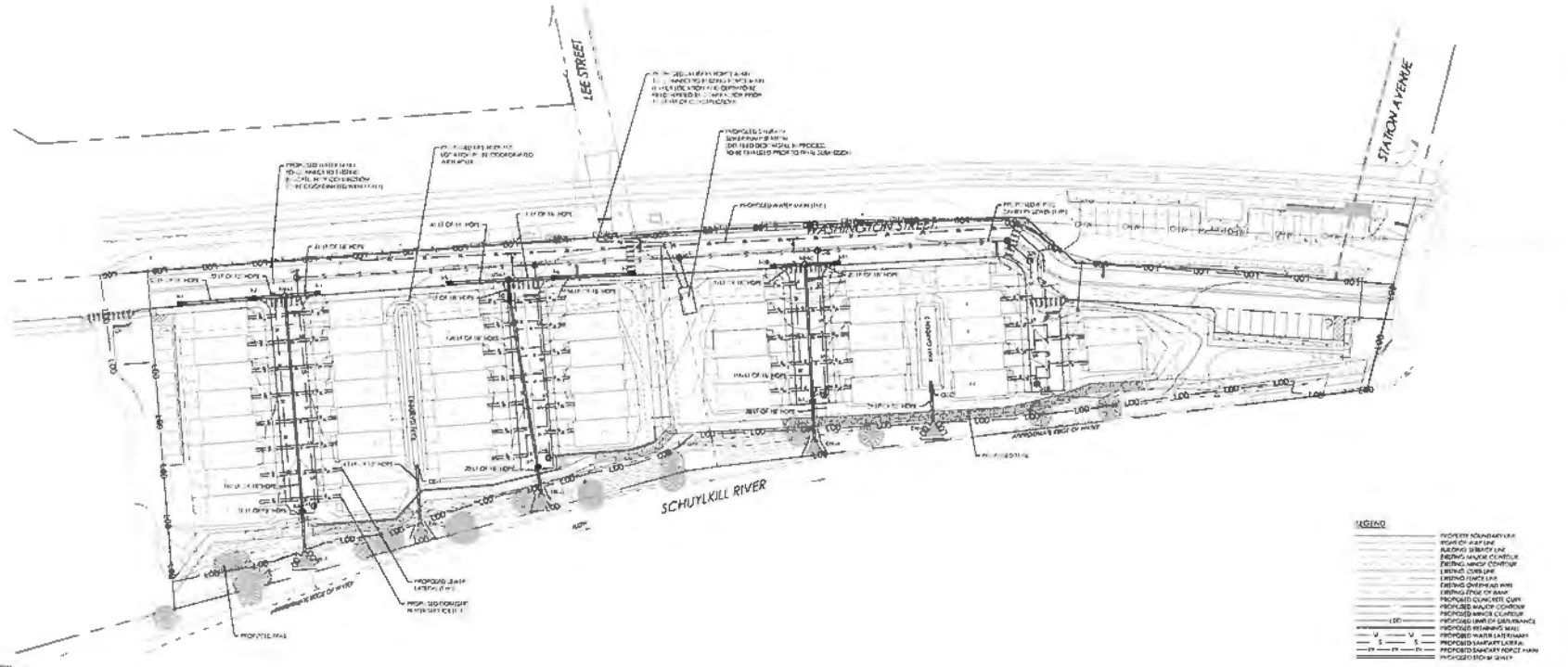
NO.	DATE	DESCRIPTION
1	11/15/24	ISSUED FOR CONSTRUCTION
2	11/15/24	REVISED FOR CONSTRUCTION



1001 WASHINGTON STREET  
 WHIEMARSH TOWNSHIP, MONTGOMERY COUNTY, PA  
 PROJECT NO. C5.0

PROJECT NO.	0724-001.01	DATE	11/15/24
PROJECT NAME	11/15/24	DATE	11/15/24
PROJECT NO.	11/15/24	DATE	11/15/24

C5.0  
 1 of 20



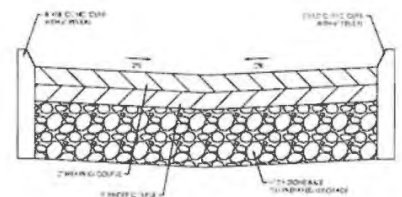
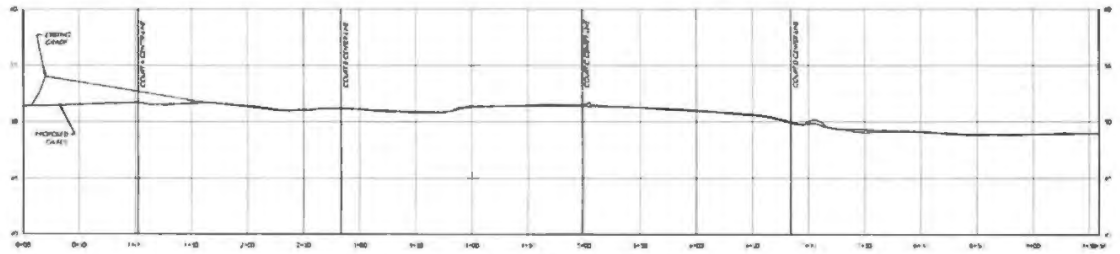
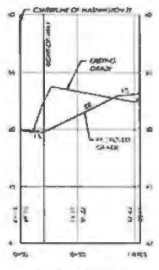
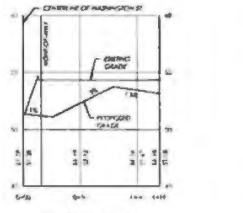
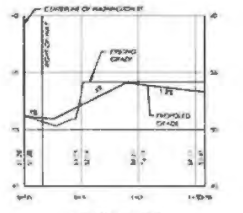
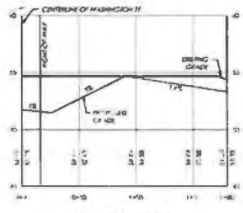
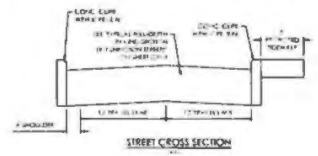
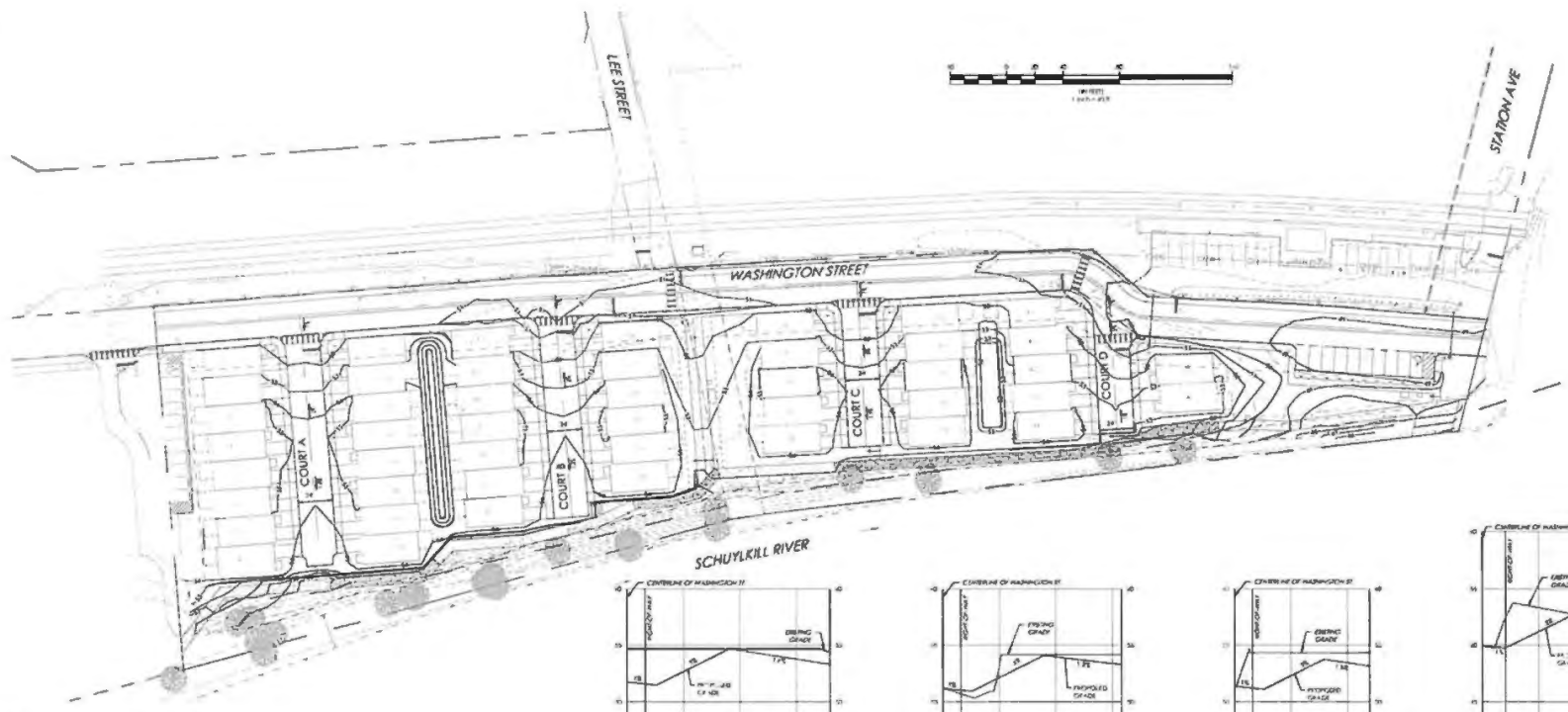
UNIVERSITY OF PENNSYLVANIA  
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 PENNSYLVANIA'S LEADING  
 AGENCY FOR  
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NO.	DATE	DESCRIPTION
1	11/11/24	ISSUED FOR TOWNSHIP REVIEW LETTER DATED 11/11/24
2	11/11/24	REVISED FOR TOWNSHIP REVIEW LETTER DATED 11/11/24
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9	11/11/24	ISSUED FOR TOWNSHIP REVIEW LETTER DATED 11/11/24
10	11/11/24	REVISED FOR TOWNSHIP REVIEW LETTER DATED 11/11/24

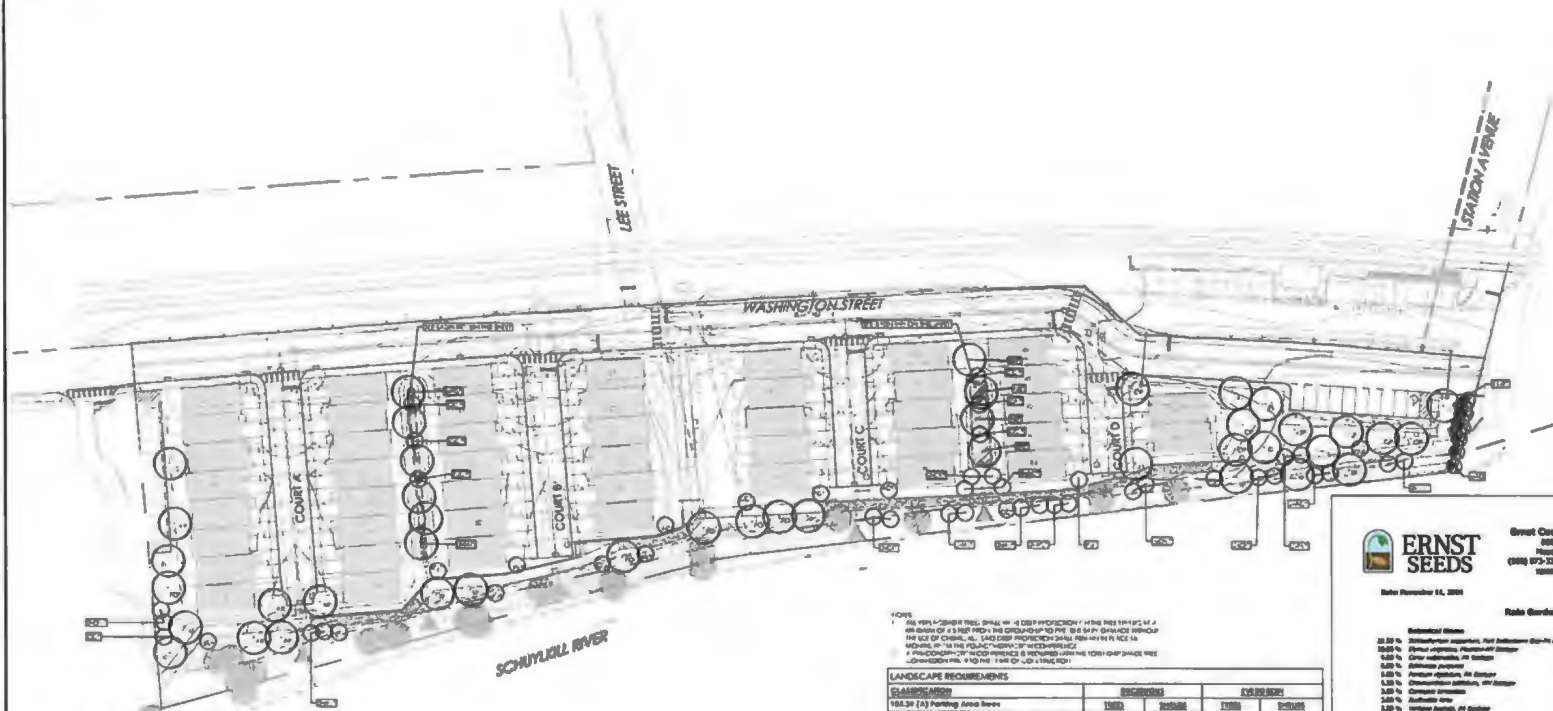


1001 WASHINGTON STREET  
WHITEMARSH TOWNSHIP, MONTCOMERY COUNTY, PA.

PROJECT NO.	2024-001-02
DATE	11/11/24
SCALE	AS SHOWN
DESIGNED BY	JOB
CHECKED BY	JPB

**C6.0**  
10 of 29

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1-800-242-1776



**LANDSCAPE SCHEDULE**

Plant	Symbol	Quantity	Species	Size	Notes
1	AP	40	Amelanchier canadensis	12"	...
2	AS	40	Asplenium platyneuron	12"	...
3	BY	40	Berberis thunbergii	12"	...
4	CC	40	Cornus alternifolia	12"	...
5	CR	40	Cornus rugosa	12"	...
6	DA	40	Daphne genkwa	12"	...
7	FR	40	Forsythia intermedia	12"	...
8	GA	40	Gaultheria procumbens	12"	...
9	GR	40	Gracilaria lemaneiformis	12"	...
10	HA	40	Haleplocarya reticulata	12"	...
11	IR	40	Iris sibirica	12"	...
12	JA	40	Juniperus horizontalis	12"	...
13	LA	40	Lonicera xylosteum	12"	...
14	MA	40	Malva sylvestris	12"	...
15	NA	40	Nandina domestica	12"	...
16	OR	40	Ornithogalum fidele	12"	...
17	PA	40	Passiflora vitifolia	12"	...
18	RA	40	Ribes cynosuavium	12"	...
19	SA	40	Saxifraga hypnoides	12"	...
20	TA	40	Thalictrum flavum	12"	...
21	VA	40	Valeriana officinalis	12"	...
22	WA	40	Waldsteinia fragrans	12"	...
23	XA	40	Xanthoxylum flammula	12"	...
24	YA	40	Yucca filamentosa	12"	...
25	ZA	40	Zinnia mexicana	12"	...

**EVERGREEN TREES**

Plant	Symbol	Quantity	Species	Size	Notes
1	1	1	Thuja occidentalis	12"	...
2	2	2	Yucca glauca	12"	...

**EVERGREEN SHRUBS**

Plant	Symbol	Quantity	Species	Size	Notes
1	1	1	Juniperus horizontalis	12"	...
2	2	2	Yucca glauca	12"	...

NOTES:  
 1. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX PLANTING SPECIFICATIONS.  
 2. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX PLANTING SPECIFICATIONS.  
 3. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX PLANTING SPECIFICATIONS.  
 4. ALL PLANTING SHALL BE IN ACCORDANCE WITH THE CITY OF PHOENIX PLANTING SPECIFICATIONS.

**LANDSCAPE REQUIREMENTS**

Item	Required	Proposed	Notes
1. SHADE TREE FOR EVERY 2 SPACES (21 PARKING SPACES)	REQUIRED	11	0
2. 10' OR GREATER TREE PER 10' OF OR GREATER (10' PER 10' OF OR GREATER)	REQUIRED	11	0

**LANDSCAPE REQUIREMENTS**

Item	Required	Proposed	Notes
1. 10' OR GREATER TREE PER 10' OF OR GREATER (10' PER 10' OF OR GREATER)	REQUIRED	11	0
2. 10' OR GREATER TREE PER 10' OF OR GREATER (10' PER 10' OF OR GREATER)	REQUIRED	11	0

**LANDSCAPE REQUIREMENTS**

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**LANDSCAPE REQUIREMENTS**

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**ERNST SEEDS**  
 Great Conservation Seeds  
 6004 Pioneer Blvd  
 Phoenix, AZ 85018  
 (602) 970-3322 Fax (602) 330-5176  
 www.ernstseeds.com

Date: November 11, 2008  
 Rate: Garden Plus - 0.000000 - 1.00

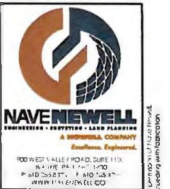
**Plant Schedule**

Plant	Quantity	Price	Total
Amelanchier canadensis	40	1.25	50.00
Asplenium platyneuron	40	1.25	50.00
Berberis thunbergii	40	1.25	50.00
Cornus alternifolia	40	1.25	50.00
Cornus rugosa	40	1.25	50.00
Daphne genkwa	40	1.25	50.00
Forsythia intermedia	40	1.25	50.00
Gaultheria procumbens	40	1.25	50.00
Gracilaria lemaneiformis	40	1.25	50.00
Iris sibirica	40	1.25	50.00
Juniperus horizontalis	40	1.25	50.00
Lonicera xylosteum	40	1.25	50.00
Malva sylvestris	40	1.25	50.00
Nandina domestica	40	1.25	50.00
Ornithogalum fidele	40	1.25	50.00
Passiflora vitifolia	40	1.25	50.00
Ribes cynosuavium	40	1.25	50.00
Saxifraga hypnoides	40	1.25	50.00
Thalictrum flavum	40	1.25	50.00
Valeriana officinalis	40	1.25	50.00
Waldsteinia fragrans	40	1.25	50.00
Xanthoxylum flammula	40	1.25	50.00
Yucca filamentosa	40	1.25	50.00
Zinnia mexicana	40	1.25	50.00

**Plant Schedule**  
 30' or greater tree per 10' of or greater (10' per 10' of or greater)  
 10' or greater tree per 10' of or greater (10' per 10' of or greater)  
 10' or greater tree per 10' of or greater (10' per 10' of or greater)  
 10' or greater tree per 10' of or greater (10' per 10' of or greater)

**Plant Schedule**  
 30' or greater tree per 10' of or greater (10' per 10' of or greater)  
 10' or greater tree per 10' of or greater (10' per 10' of or greater)  
 10' or greater tree per 10' of or greater (10' per 10' of or greater)  
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**Plant Schedule**  
 30' or greater tree per 10' of or greater (10' per 10' of or greater)  
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 10' or greater tree per 10' of or greater (10' per 10' of or greater)  
 10' or greater tree per 10' of or greater (10' per 10' of or greater)



REVISIONS

No.	Description	Date
1	REVISED PER TOWNSHIP REVIEW LETTER DATED 1/17/2009	1/17/2009
2	REVISED PER TOWNSHIP REVIEW LETTER DATED 2/10/2009	2/10/2009



**LANDSCAPE PLAN**  
 1001 WASHINGTON STREET  
 WHITEHARSH TOWNSHIP, MONTGOMERY COUNTY, PA

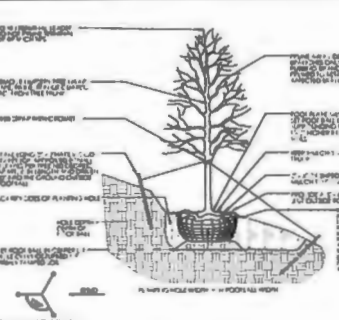
**C7.0**  
 11 of 30



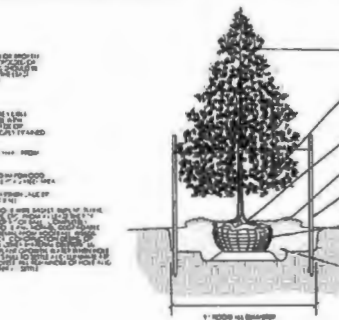
GENERAL NOTES: 1. All plantings shall be in accordance with the planting schedule and specifications provided. 2. The contractor shall provide all necessary materials and labor for the installation of the plantings. 3. The contractor shall be responsible for the protection of existing utilities and structures. 4. The contractor shall maintain access to all adjacent properties at all times. 5. The contractor shall provide a detailed as-built drawing of the plantings. 6. The contractor shall provide a detailed schedule of work for the plantings. 7. The contractor shall provide a detailed list of materials for the plantings. 8. The contractor shall provide a detailed list of labor for the plantings. 9. The contractor shall provide a detailed list of equipment for the plantings. 10. The contractor shall provide a detailed list of subcontractors for the plantings.

PLANTING SCHEDULE: 1. Plantings shall be completed within 30 days of the start of construction. 2. Plantings shall be completed within 60 days of the start of construction. 3. Plantings shall be completed within 90 days of the start of construction. 4. Plantings shall be completed within 120 days of the start of construction. 5. Plantings shall be completed within 150 days of the start of construction. 6. Plantings shall be completed within 180 days of the start of construction. 7. Plantings shall be completed within 210 days of the start of construction. 8. Plantings shall be completed within 240 days of the start of construction. 9. Plantings shall be completed within 270 days of the start of construction. 10. Plantings shall be completed within 300 days of the start of construction.

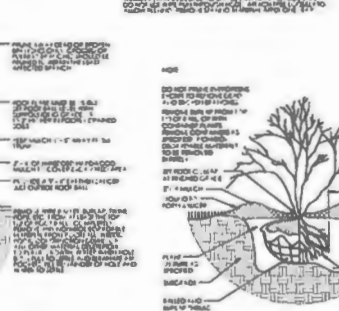
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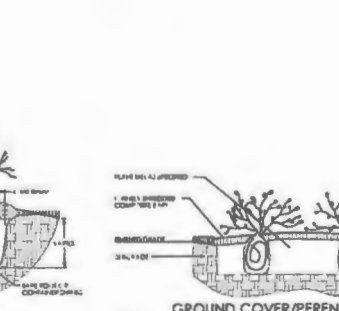
1 TREE PLANTED ON SLOPE DETAIL



2 EVERGREEN PLANTING DETAIL



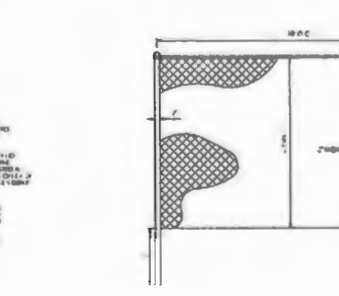
3 DECIDUOUS TREE PLANTINGS



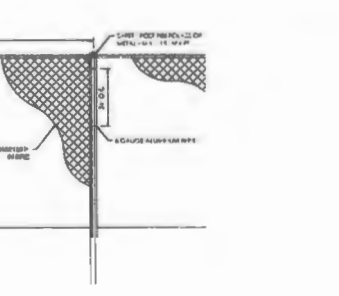
4 SHRUB PLANTING DETAIL



5 GROUND COVER/PERENNIAL PLANTING DETAIL



6 TREE STAKING AND GUYING DETAIL



7 TREE PROTECTION FENCE DETAIL

NAVENEWELL  
LANDSCAPE ARCHITECTURE  
1001 WASHINGTON STREET  
WHITMARBH TOWNSHIP, MONTGOMERY COUNTY, PA

NO. 2024-001-02	DATE: 05/11/2024
BY: J. J. JONES	SCALE: AS NOTED
CHECKED BY: P. J. PERI	PROJECT NO. C7.2

C7.2  
12 OF 30





NO.	DATE	DESCRIPTION	BY	CHECKED
1	11/15/24	ISSUED FOR PERMITS	J.P. BANNON	J.P. BANNON
2	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
3	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
4	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
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8	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
9	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
10	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON

**POST-CONSTRUCTION STORMWATER MANAGEMENT NOTES:**

1. PREPARE A POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN (SWMP) THAT SHALL BE SUBMITTED TO THE TOWNSHIP ENGINEER FOR REVIEW AND APPROVAL. THE SWMP SHALL INCLUDE THE FOLLOWING INFORMATION:
  - a. A DESCRIPTION OF THE STORMWATER MANAGEMENT SYSTEM, INCLUDING THE LOCATION, DESIGN, AND CONSTRUCTION OF ALL STRUCTURES AND DEVICES TO BE INSTALLED TO CONTROL STORMWATER FLOW AND QUALITY.
  - b. A DESCRIPTION OF THE MAINTENANCE AND INSPECTION PROGRAM TO BE IMPLEMENTED TO ENSURE THE PROPER OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM.
  - c. A DESCRIPTION OF THE MONITORING PROGRAM TO BE IMPLEMENTED TO ENSURE THE PROPER OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM.
  - d. A DESCRIPTION OF THE PUBLIC ACCESS PROGRAM TO BE IMPLEMENTED TO ENSURE THE PROPER OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM.
2. THE SWMP SHALL BE SUBMITTED TO THE TOWNSHIP ENGINEER FOR REVIEW AND APPROVAL. THE TOWNSHIP ENGINEER SHALL REVIEW THE SWMP AND SHALL APPROVE OR DISAPPROVE THE SWMP. IF THE TOWNSHIP ENGINEER DISAPPROVES THE SWMP, THE DEVELOPER SHALL REVISE THE SWMP AND RESUBMIT IT TO THE TOWNSHIP ENGINEER FOR REVIEW AND APPROVAL.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND INSPECTION OF THE STORMWATER MANAGEMENT SYSTEM. THE DEVELOPER SHALL MAINTAIN THE STORMWATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE SWMP AND SHALL REPORT ANY DEFICIENCIES TO THE TOWNSHIP ENGINEER AS SOON AS THEY ARE DISCOVERED.
4. THE TOWNSHIP ENGINEER SHALL CONDUCT INSPECTIONS OF THE STORMWATER MANAGEMENT SYSTEM AT THE FOLLOWING TIMES:
  - a. AT THE END OF CONSTRUCTION.
  - b. AT THE END OF EACH YEAR.
  - c. AT THE END OF EACH FIVE YEAR PERIOD.
5. THE TOWNSHIP ENGINEER SHALL MAINTAIN A RECORD OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES. THE TOWNSHIP ENGINEER SHALL PROVIDE A COPY OF THIS RECORD TO THE DEVELOPER AS SOON AS IT IS AVAILABLE.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ALL MAINTENANCE AND INSPECTION ACTIVITIES. THE TOWNSHIP ENGINEER SHALL NOT BE RESPONSIBLE FOR THE COST OF ANY MAINTENANCE OR INSPECTION ACTIVITIES THAT ARE NOT REQUIRED BY THE SWMP.
7. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ALL PUBLIC ACCESS PROGRAMS. THE TOWNSHIP ENGINEER SHALL NOT BE RESPONSIBLE FOR THE COST OF ANY PUBLIC ACCESS PROGRAMS THAT ARE NOT REQUIRED BY THE SWMP.
8. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ALL MONITORING PROGRAMS. THE TOWNSHIP ENGINEER SHALL NOT BE RESPONSIBLE FOR THE COST OF ANY MONITORING PROGRAMS THAT ARE NOT REQUIRED BY THE SWMP.
9. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ALL DEFICIENCY CORRECTIONS. THE TOWNSHIP ENGINEER SHALL NOT BE RESPONSIBLE FOR THE COST OF ANY DEFICIENCY CORRECTIONS THAT ARE NOT REQUIRED BY THE SWMP.
10. THE TOWNSHIP ENGINEER SHALL NOT BE RESPONSIBLE FOR THE COST OF ANY MAINTENANCE OR INSPECTION ACTIVITIES THAT ARE NOT REQUIRED BY THE SWMP.

**LANDOWNER ACKNOWLEDGEMENT**

I, the undersigned, hereby acknowledge that I have read and understand the contents of the above-stated Stormwater Management Plan and I agree to the terms and conditions thereof.

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

**ENGINEER'S CERTIFICATION**

I, the undersigned, hereby certify that I am a duly Licensed Professional Engineer in the State of Pennsylvania and that I am the author of the above-stated Stormwater Management Plan. I agree to the terms and conditions thereof.

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

**STORMWATER EASEMENT NOTE:**

THIS EASEMENT IS GRANTED TO THE TOWNSHIP ENGINEER FOR THE PURPOSES OF CONDUCTING INSPECTIONS AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM. THE EASEMENT SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION UNTIL THE STORMWATER MANAGEMENT SYSTEM IS DEEMED TO BE IN FULL COMPLIANCE WITH THE SWMP AND ALL DEFICIENCIES HAVE BEEN CORRECTED.

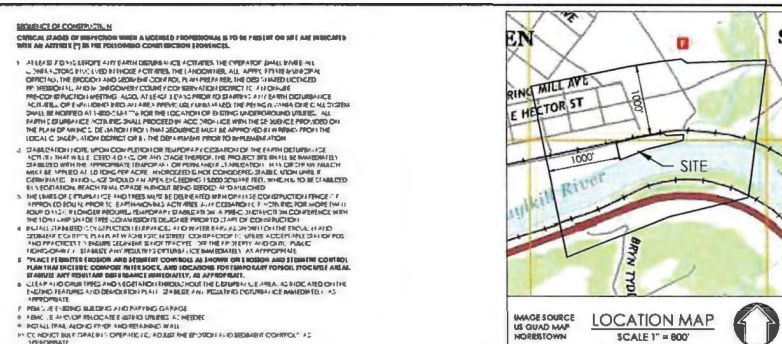
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**POST-CONSTRUCTION STORMWATER MANAGEMENT NOTES:**

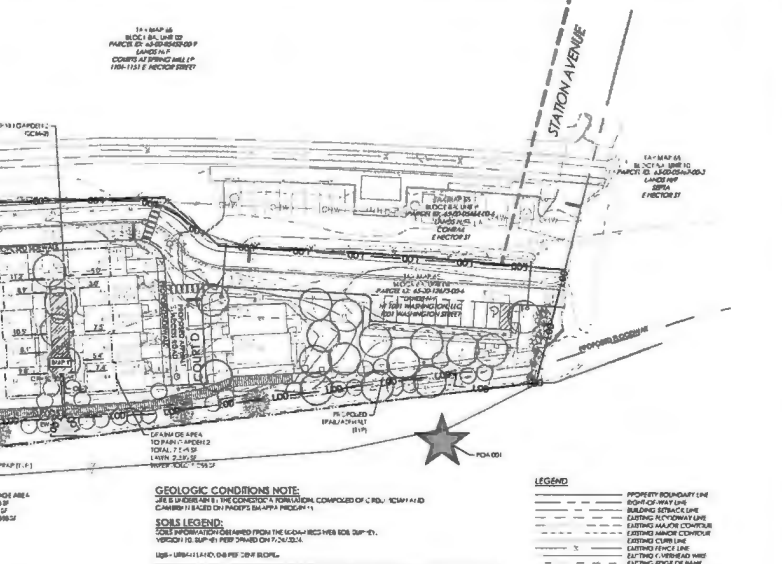
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  - a. AT THE END OF CONSTRUCTION.
  - b. AT THE END OF EACH YEAR.
  - c. AT THE END OF EACH FIVE YEAR PERIOD.
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10. THE TOWNSHIP ENGINEER SHALL NOT BE RESPONSIBLE FOR THE COST OF ANY MAINTENANCE OR INSPECTION ACTIVITIES THAT ARE NOT REQUIRED BY THE SWMP.

**STORMWATER EASEMENT NOTE:**

THIS EASEMENT IS GRANTED TO THE TOWNSHIP ENGINEER FOR THE PURPOSES OF CONDUCTING INSPECTIONS AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM. THE EASEMENT SHALL BE IN FULL FORCE AND EFFECT FROM THE DATE OF RECORDATION UNTIL THE STORMWATER MANAGEMENT SYSTEM IS DEEMED TO BE IN FULL COMPLIANCE WITH THE SWMP AND ALL DEFICIENCIES HAVE BEEN CORRECTED.



NO.	DATE	DESCRIPTION	BY	CHECKED
1	11/15/24	ISSUED FOR PERMITS	J.P. BANNON	J.P. BANNON
2	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
3	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
4	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
5	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
6	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
7	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
8	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
9	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
10	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON



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4	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
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6	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
7	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
8	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
9	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON
10	11/15/24	REVISIONS TO PERMITS	J.P. BANNON	J.P. BANNON

**SOIL LIMITATIONS AND RESOLUTIONS**

APPLICABLE TO (NO. 1)	SOIL TYPE (NO. 2)	RESOLUTIONS (NO. 3)
YES	GROUP 1	NO RESOLUTIONS REQUIRED.
YES	GROUP 2	NO RESOLUTIONS REQUIRED.
YES	GROUP 3	NO RESOLUTIONS REQUIRED.
YES	GROUP 4	NO RESOLUTIONS REQUIRED.
YES	GROUP 5	NO RESOLUTIONS REQUIRED.
YES	GROUP 6	NO RESOLUTIONS REQUIRED.
YES	GROUP 7	NO RESOLUTIONS REQUIRED.
YES	GROUP 8	NO RESOLUTIONS REQUIRED.
YES	GROUP 9	NO RESOLUTIONS REQUIRED.
YES	GROUP 10	NO RESOLUTIONS REQUIRED.
YES	GROUP 11	NO RESOLUTIONS REQUIRED.
YES	GROUP 12	NO RESOLUTIONS REQUIRED.
YES	GROUP 13	NO RESOLUTIONS REQUIRED.
YES	GROUP 14	NO RESOLUTIONS REQUIRED.
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YES	GROUP 18	NO RESOLUTIONS REQUIRED.
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YES	GROUP 20	NO RESOLUTIONS REQUIRED.
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YES	GROUP 22	NO RESOLUTIONS REQUIRED.
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YES	GROUP 27	NO RESOLUTIONS REQUIRED.
YES	GROUP 28	NO RESOLUTIONS REQUIRED.
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YES	GROUP 30	NO RESOLUTIONS REQUIRED.
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YES	GROUP 95	NO RESOLUTIONS REQUIRED.
YES	GROUP 96	NO RESOLUTIONS REQUIRED.
YES	GROUP 97	NO RESOLUTIONS REQUIRED.
YES	GROUP 98	NO RESOLUTIONS REQUIRED.
YES	GROUP 99	NO RESOLUTIONS REQUIRED.
YES	GROUP 100	NO RESOLUTIONS REQUIRED.

**NAVENEWELL**  
 ENGINEERS & ARCHITECTS  
 100 WEST HARTFORD STREET  
 PHILADELPHIA, PA 19106  
 (215) 561-1111  
 WWW.NAVENEWELL.COM

**POST CONSTRUCTION STORMWATER MANAGEMENT - O&M PLAN**

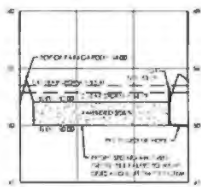
**1001 WASHINGTON STREET**

**WHITE MARSH TOWNSHIP, MONTGOMERY COUNTY, PA**

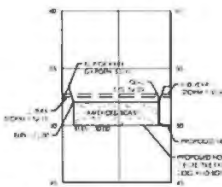
**JAMES P. BANNON**  
 Licensed Professional Engineer  
 No. 1001000000

**C9.0**

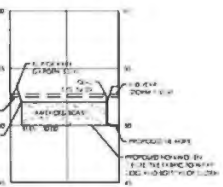
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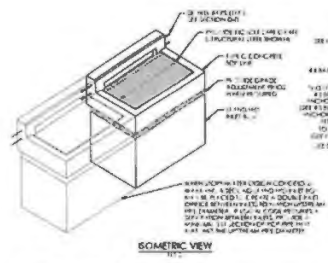
**RAIN GARDEN 1**  
HORIZ. SCALE: 1" = 30'  
VERT. SCALE: 1" = 5'



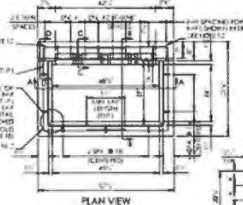
**CROSS-SECTION DETAILS**



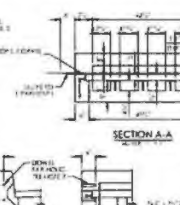
**RAIN GARDEN 2**  
HORIZ. SCALE: 1" = 30'  
VERT. SCALE: 1" = 5'



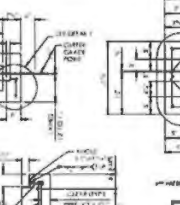
**ISOMETRIC VIEW**



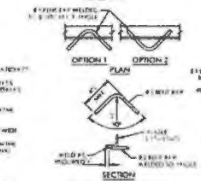
**PLAN VIEW**



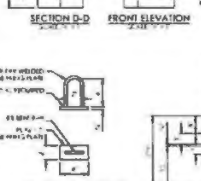
**SECTION A-A**



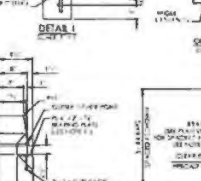
**SECTION B-B**



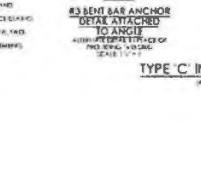
**DETAIL 1**



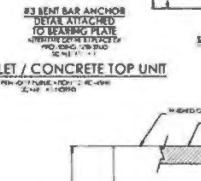
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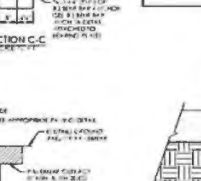
**DETAIL 3**



**DETAIL 4**



**DETAIL 5**



**DETAIL 6**

**TYPE 'C' INLET / CONCRETE TOP UNIT**

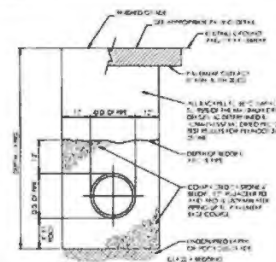
PER PERM OF PUBLIC WORKS (24-400) SCALE: 1" = 10"

AMENDED SOIL SEE SPECIFICATIONS BELOW



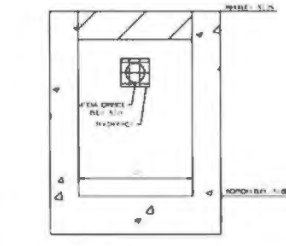
AMENDED SOIL SPECIFICATIONS:

- CLAY CONTENT: LESS THAN 5%
- SAND CONTENT: 50%-60%
- LEAF COMPOST OR AGED LEAF MULCH: 20%-30%
- HIGH QUALITY TOPSOIL: 20%-30%
- PERMEABILITY OF AT LEAST 0.5 IN/HR
- FREE OF STONES, STUMPS, ROOTS, OR OTHER WOODY MATERIAL OVER 1" IN DIAMETER
- FREE OF BRUSH OR SEEDS FROM NOXIOUS WEEDS
- MIN. SOIL POROSITY: 20%

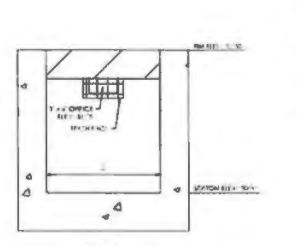


**STORM PIPE TRENCH DETAIL**

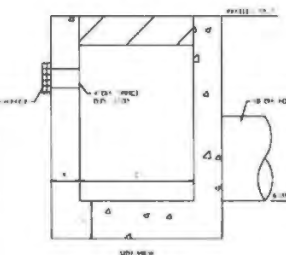
**SOIL AMENDMENT DETAIL**



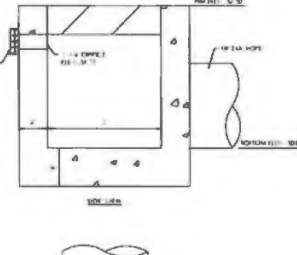
**SECTION A-A**



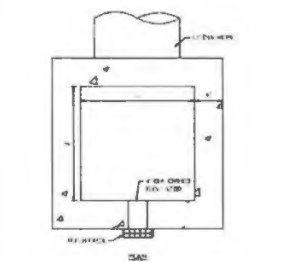
**SECTION B-B**



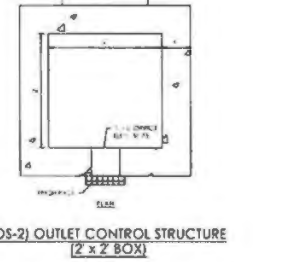
**SECTION C-C**



**SECTION D-D**



**SECTION E-E**



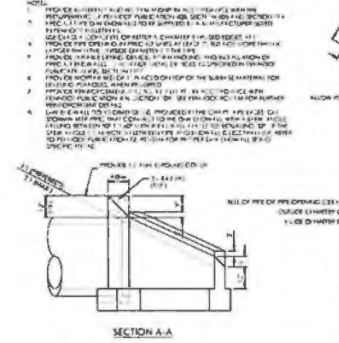
**SECTION F-F**

**(OS-1) OUTLET CONTROL STRUCTURE (2' x 2' BOX)**

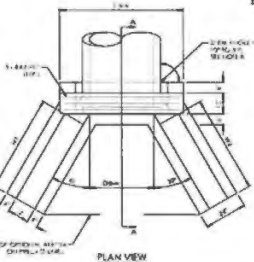
**(OS-2) OUTLET CONTROL STRUCTURE (2' x 2' BOX)**

1. ALL CONCRETE SHALL BE 4000 PSI.
2. ALL REINFORCING SHALL BE #4 BARS.
3. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
4. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
5. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
6. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
7. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
8. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
9. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
10. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
11. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.
12. ALL REINFORCING SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING NOTES.

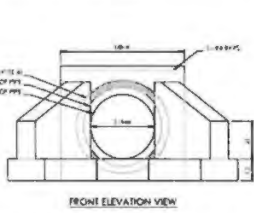
INLET	INLET DIAMETER (ft)	INLET DIAMETER (in)	INLET DIAMETER (in)	INLET DIAMETER (in)	INLET DIAMETER (in)	INLET DIAMETER (in)	INLET DIAMETER (in)
1-1	1.5	18	18	18	18	18	18
1-2	1.5	18	18	18	18	18	18
1-3	1.5	18	18	18	18	18	18
1-4	1.5	18	18	18	18	18	18



**SECTION A-A**



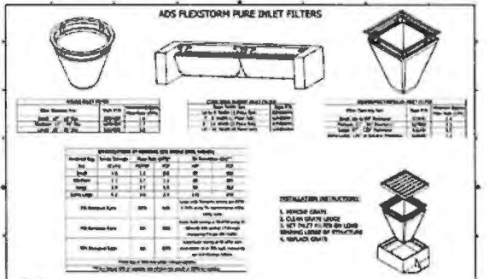
**PLAN VIEW**



**FRONT ELEVATION VIEW**

**TYPE D-W ENDWALL DETAIL**

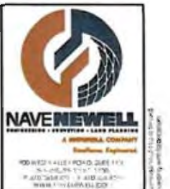
PER PERM OF PUBLIC WORKS (24-400) SCALE: 1" = 10"



**ADS FLOODSTORM PURE INLET FILTERS**

Model No.	Filter Type	Flow Capacity (gpm)	Flow Capacity (cfs)	Flow Capacity (MGD)
ADS-100	100 Mesh	100	1.34	0.0134
ADS-200	200 Mesh	200	2.68	0.0268
ADS-300	300 Mesh	300	4.02	0.0402
ADS-400	400 Mesh	400	5.36	0.0536
ADS-500	500 Mesh	500	6.70	0.0670
ADS-600	600 Mesh	600	8.04	0.0804
ADS-700	700 Mesh	700	9.38	0.0938
ADS-800	800 Mesh	800	10.72	0.1072
ADS-900	900 Mesh	900	12.06	0.1206
ADS-1000	1000 Mesh	1000	13.40	0.1340

Inlet #	100" O.D. (ft)	PCF	Bag Nominal Size	Inlet #	100" O.D. (ft)	PCF	Bag Nominal Size	Inlet #	100" O.D. (ft)	PCF	Bag Nominal Size
1-1	1.5	0.33	Large	1-5	0.97	Medium	1-9	0.33	Small		
1-2	0.80	Small		1-6	0.45	Small	1-10	0.54	Small		
1-3	0.80	Medium		1-7	2.34	Large	1-11	0.77	Small		
1-4	1.54	Large		1-8	0.38	Small	1-12	0.70	Small		



NO.	DATE	DESCRIPTION
1	11/11/24	ISSUED FOR PERMITS
2	11/11/24	REVISED FOR COMMENTS
3	11/11/24	REVISED FOR COMMENTS
4	11/11/24	REVISED FOR COMMENTS
5	11/11/24	REVISED FOR COMMENTS
6	11/11/24	REVISED FOR COMMENTS
7	11/11/24	REVISED FOR COMMENTS
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9	11/11/24	REVISED FOR COMMENTS
10	11/11/24	REVISED FOR COMMENTS



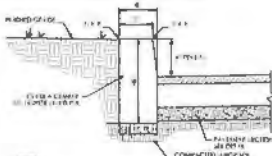
POST CONSTRUCTION STORMWATER MANAGEMENT DETAIL SHEET

1001 WASHINGTON STREET

WHITEHASH TOWNSHIP, MONTCOMERY COUNTY, PA

C9.1

17 of 20



1. ALL CURBS SHALL BE CONCRETE AND SHALL BE 4" MINIMUM THICKNESS. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE.
2. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE.
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4. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE. ALL CURBS SHALL BE SET ON A 4" MINIMUM THICKNESS OF CONCRETE.

**PROPOSED CURB**  
112



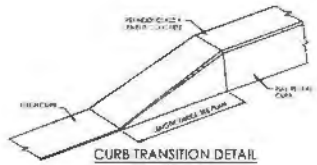
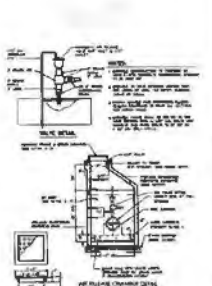
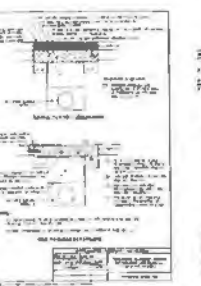
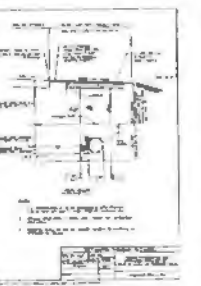
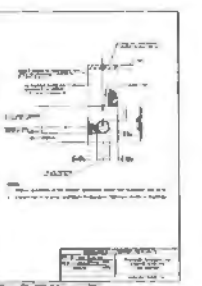
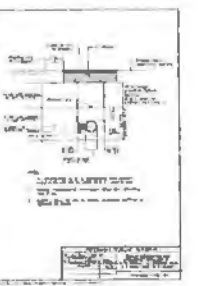
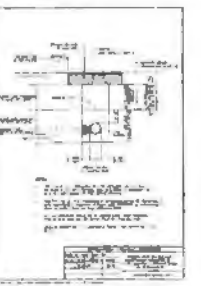
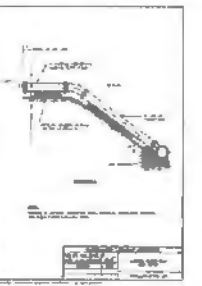
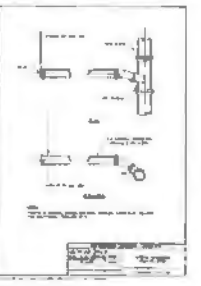
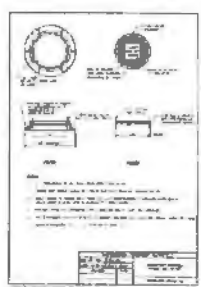
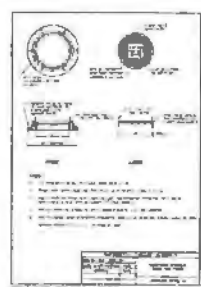
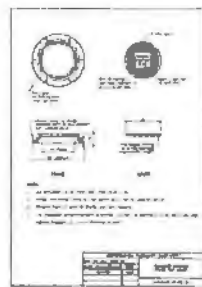
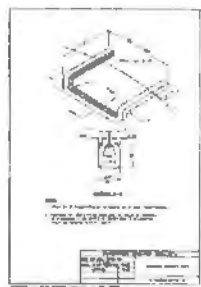
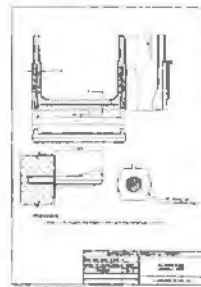
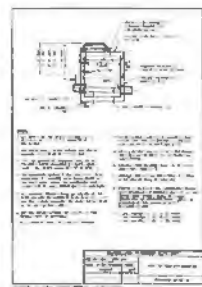
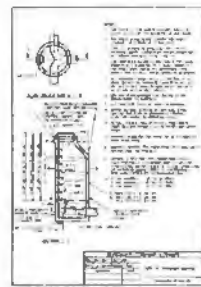
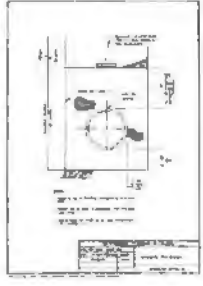
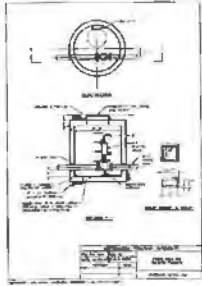
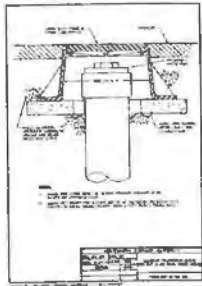
ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	STOP SIGN (R1-1)	1	EA
2	STOP SIGN POST	1	EA

**STOP SIGN (R1-1)**  
113

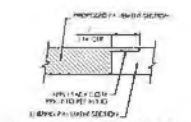


1. ALL CONCRETE SHALL BE CAST ON A 4" MINIMUM THICKNESS OF CONCRETE. ALL CONCRETE SHALL BE CAST ON A 4" MINIMUM THICKNESS OF CONCRETE. ALL CONCRETE SHALL BE CAST ON A 4" MINIMUM THICKNESS OF CONCRETE.
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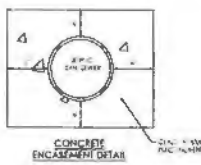
**CONCRETE SIDEWALK**  
114



**CURB TRANSITION DETAIL**  
115



**PAVEMENT SAWCUT DETAIL**  
116



**CONCRETE ENCASUREMENT DETAIL**  
117



**SPEC BIKE RACK**  
118

ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ENGINEER. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ENGINEER. ALL MATERIALS TO BE USED SHALL BE APPROVED BY THE ENGINEER.

PROFESSIONAL ENGINEER  
CALL BEFORE YOU DIG!  
PUNISH FOR ILLEGAL DRUGS  
CONSTRUCTION SHALL BE STOPPED  
ON ALL DRUG VIOLATIONS (NOPE/DA)  
FOR MORE INFORMATION  
1-800-242-1774



NO.	DESCRIPTION	DATE	BY	CHKD.
1	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
2	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
3	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
4	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
5	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
6	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
7	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
8	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
9	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
10	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB



JAMES P. BANNOCK  
Professional Engineer

CONSTRUCTION DETAIL SHEET  
1001 WASHINGTON STREET  
WHITEMARSH TOWNSHIP, MONTGOMERY COUNTY, PA

NO.	DESCRIPTION	DATE	BY	CHKD.
1	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
2	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
3	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
4	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
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6	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
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8	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
9	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB
10	REVISED FOR TOWNSHIP REVIEW LETTER DATED 10/10/2013	10/10/13	JPB	JPB

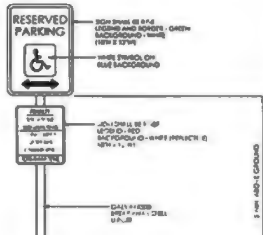
**C10.0**

**PARKING WARNING SIGN KEY**

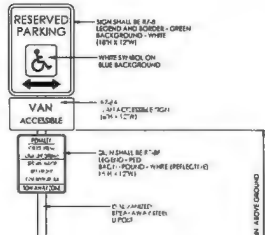
- PROPOSED WARNING PARKING AREA SUBJECT TO FLOODING SIGN- SIGN ON ONE SIDE
- PROPOSED WARNING PARKING AREA SUBJECT TO FLOODING SIGN- SIGN ON BOTH SIDES



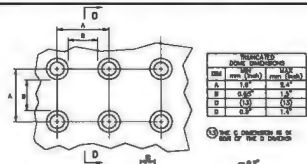
**PARKING WARNING SIGN**  
M11



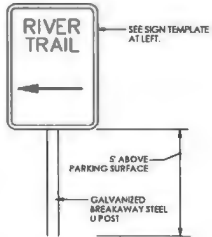
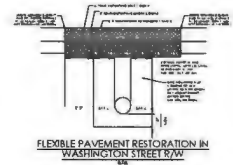
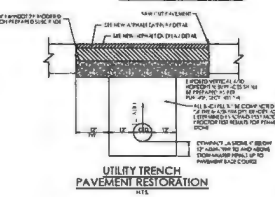
**ACCESSIBLE PARKING SIGN**  
M10



**VAN ACCESSIBLE PARKING SIGN**  
M12

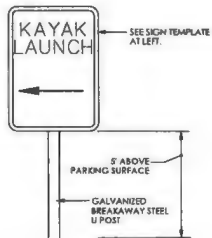


**DETECTABLE WARNING SURFACE (DWS) TRUNCATED DOME DETAILS**



NOTES:  
1. WAY FINDING SIGN FOR THE RIVER TRAIL SHALL BE CONSISTENT WITH SIGN AS DETAILED ABOVE PER 'SPRING MILL MULTI-MODAL AND LAND USE STUDY'

**RIVER TRAIL SIGN**



NOTES:  
1. WAY FINDING SIGN FOR THE KAYAK LAUNCH SHALL BE CONSISTENT WITH SIGN AS DETAILED ABOVE PER 'SPRING MILL MULTI-MODAL AND LAND USE STUDY'

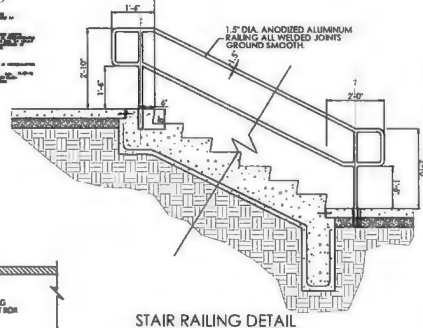
**KAYAK LAUNCH SIGN**



**STOP BAR**  
M13

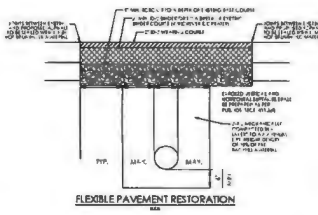
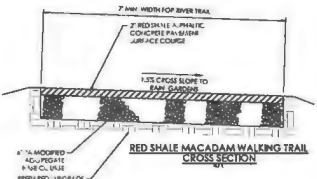


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2. POLYURETHANE	0.55	1.50	1.50
3. POLYETHYLENE	0.55	1.50	1.50
4. POLYBUTYLENE	0.55	1.50	1.50
5. POLYURETHANE	0.55	1.50	1.50
6. POLYPROPYLENE	0.55	1.50	1.50

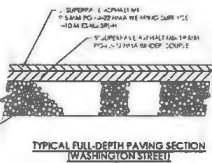


**STAIR RAILING DETAIL**  
M15

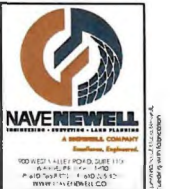
**MILL & OVERLAY PAVING SECTION**  
M16



**FLEXIBLE PAVEMENT RESTORATION**  
M17



**TYPICAL FULL-DEPTH PAVING SECTION**  
WASHINGTON STREET



NO.	DESCRIPTION	DATE	BY	CHKD
1	REVISED FOR TOWNSHIP REVIEW LETTER DATED 11/17/2015	11/17/2015	JGE	
2	REVISED FOR TOWNSHIP REVIEW LETTER DATED 12/15/2015	12/15/2015	JGE	



CONSTRUCTION DETAIL SHEET  
**1001 WASHINGTON STREET**  
WHITE MARSH TOWNSHIP, MONTGOMERY COUNTY, PA

PROJECT NO.	DATE	BY	CHKD
3024-001.02	3/27/2015	JGE	

**C10.1**  
19 of 20

CONTACT US TODAY!  
CALL BEFORE YOU DIG!  
1-800-248-1776



**Exhibit "C"**

Joint Motion For Entry of Agreed Order

**KILKENNY LAW, LLC**  
By: David J. Sander, Esquire  
Attorney I.D. No. 54461 \_\_\_\_\_  
519 Swede Street  
Norristown, PA  
(484) 679-8154  
[Dave@kilkennylaw.com](mailto:Dave@kilkennylaw.com)

Solicitor to Defendants Whitmarsh Township  
and The Board of Supervisors of  
Whitmarsh Township

**KAPLIN STEWART MELOFF  
REITER & STEIN, P.C.**  
By: Craig R. Lewis, Esquire  
Attorney I.D. No. 83564  
910 Harvest Drive, PO Box 3037  
Blue Bell, PA 19422  
(610) 941-2552  
[rlewis@kaplaw.com](mailto:rlewis@kaplaw.com)

Attorneys for Plaintiff  
IIT 1001 Washington, LLC

<b>HT 1001 WASHINGTON, LLC</b>	:	COURT OF COMMON PLEAS
Plaintiff,	:	MONTGOMERY COUNTY, PA
	:	No. 2025-27502
v.	:	
	:	
<b>WHITEMARSH TOWNSHIP, et al.</b>	:	
Defendants.	:	

**JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT  
AND FOR ENTRY OF AGREED ORDER**

HT 1001 Washington, LLC (“**Hightop**” or “**Plaintiff**”), by and through its attorneys, Kaplin Stewart Meloff Reiter & Stein, P.C., and Whitmarsh Township (“**Township**” or “**Defendant**”) and the Board of Supervisors of Whitmarsh Township (“**Board**” or “**Defendant**”), by and through its Solicitor, Kilkenny Law, LLC (Hightop, Township and the Board are each a “**Party**”, collectively the “**Parties**”), hereby request this Honorable Court enter the attached Order approving the Settlement Agreement executed by the Parties attached as Exhibit “A” (“**Settlement Agreement**”) settling the above-captioned matter and in support thereof aver as follows:

1. Plaintiff HT 1001 Washington, LLC, is a Pennsylvania limited liability company having a business address of 300 Yorktown Plaza, Elkins Park, Pennsylvania 19027.
2. Defendant, Whitmarsh Township is a Pennsylvania Home Rule Charter Municipality in Montgomery County, Pennsylvania, with a business address of 616 Germantown

Pike, Lafayette Hill, Pennsylvania 19444.

3. Defendant The Board of Supervisors of Whitemarsh Township is the governing body of the Township having a principal place of business located at 616 Germantown Pike, Lafayette Hill, Pennsylvania 19444.

4. Hightop is the owner of the 3.69 (+/-) acre lot or parcel of land located at 1001 Washington Street in the Township (“**Property**”). The Property is more particularly identified as Tax Parcel No. 65-00-12673-00-6.

5. The Property is located along the eastern bank of the Schuylkill River at the terminus of Washington Street, Lee Street and Station Avenue.

6. The Property is entirely within the Department of Homeland Security, Federal Emergency Management Agency (“**FEMA**”) 100-year floodplain and is bisected by the present FEMA “Floodway” line.

7. In accordance with the Whitemarsh Township Zoning Ordinance (“**Zoning Ordinance**”) and Whitemarsh Township Zoning Map (“**Zoning Map**”), the Property is located in the Township’s HVY-Heavy Industrial Zoning District, but is also subject to several overlay districts including the Recreation Overlay District, the Floodplain Conservation Overlay District, the Riparian Corridor Overlay District and the Riverfront Development District (“**Applicable Zoning Districts**”).

8. The Property is developed with a large office building and raised parking deck which was formerly the headquarters for David’ Bridal. The existing building and parking deck are antiquated and lawfully nonconforming with respect to most of the requirements of the Applicable Zoning Districts.

9. In or about February, 2024, Hightop presented the Township with its concept plans

for the redevelopment of the Property for 49 townhomes (“**Redevelopment Concept**”). The Redevelopment Concept proposed, among other things, the demolition of the existing office building and parking deck, the extension of Washington Street to Station Avenue, construction of public pedestrian access to the Schuylkill River, construction of a pedestrian waterfront trail, and the creation of increased greenspace and riverside amenities.

10. Due to the confluence of the geographic and topographic conditions of the Property, the existing improvements to the Property and the myriad of Applicable Zoning Regulations, the Redevelopment Concept required substantial relief from the Applicable Zoning Regulations.

11. On February 23, 2024 Hightop applied to the Whitmarsh Township Zoning Hearing Board (“**ZHB**”) seeking various relief from the Applicable Zoning Regulations to permit construction of the Redevelopment Concept (“**Zoning Application**”).

12. By decision dated May 15, 2024, the ZHB approved the Zoning Application (“**ZHB Approval**”).

13. The ZHB Approval was specifically conditioned and contingent upon Hightop obtaining approval from FEMA of a Letter of Map Revision (“**LOMR**”) such that the Floodway line shall be as depicted on the plans submitted as part of the Zoning Application and that no portion of any dwelling would be located in the FEMA Floodway.

14. The Township did not oppose the Zoning Application and took no appeal from the ZHB Approval.

15. Upon obtaining the ZHB Approval, Hightop began converting its Redevelopment Concept into preliminary Land Development Plans and preparing a LOMR submission to FEMA.

16. On July 16, 2024, Hightop submitted its application for the LOMR to FEMA (“**LOMR Application**”), and on November 15, 2024, Hightop submitted its Application to the

Township requesting Preliminary Land Development approval for the redevelopment of the Property.

17. The LOMR Application was docketed by FEMA as Case No. 24-03-0882P, FIRM Panel 42091C0358G.

18. By letters dated May 3, 2024 and July 15, 2024, the Township's Engineer reviewed the LOMR Application and supporting technical reports. As set forth in its July 15, 2024, Hightop's LOMR Application satisfied all technical and engineering comments from the Township's Engineer.

19. The LOMR was also reviewed by FEMA and its consultants for compliance with the National Flood Insurance Act, 42 U.S.C. 4001, et seq. ("**Act**").

20. Having confirmed that the LOMR Application complied with all requirements of the Act, after required public notice, FEMA approved the LOMR Application on April 4, 2025 ("**LOMR Approval**").

21. In accordance with the Act, FEMA published notice of the LOMR Approval in the Times Herald on April 16, 2025 and April 23, 2025.

22. In accordance with the Act the proposed modification to the FEMA Flood Insurance Rate Map ("**FIRM**") was published in the Federal Register on June 11, 2025.

23. On July 21, 2025 the Township sent a letter to FEMA objecting to the LOMR Approval ("**Township Objection Letter**"). The Township Objection Letter provided no technical or scientific basis for its opposition to the LOMR Approval.

24. Following its receipt of the Township Objection Letter, on August 8, 2025, FEMA advised Hightop that it was withdrawing its notice to publish the revision to the FIRM in the Federal Register.

25. By Writ of Summons filed with the Court of Common Pleas of Montgomery County PA (“**Trial Court**”) on November 10, 2025, Hightop tolled the statute of limitations for any claims it may have against the Township, the Whitemarsh Township Board of Supervisors, and the Township Manager *vis a vie* their actions with respect to the LOMR (“**CCP Litigation**”).

26. Subsequent to Hightop’s filing of the CCP Litigation, the Parties negotiated and entered into the Settlement Agreement resolving and settling the CCP Litigation.

27. Pursuant to Section 3 of the Settlement Agreement, the Parties agree the Settlement Agreement should be approved as an Order of Court against the Parties.

28. The Parties now respectfully request this Court approve the Settlement Agreement and enter the agreed Order upon the Parties thereby settling the CCP Litigation.

WHEREFORE, HT 1001 Washington, LLC, Whitemarsh Township, and the Board of Supervisors of Whitemarsh Township hereby move this Honorable Court to enter the attached Order approving the attached Settlement Agreement as a full, complete and final settlement of the above-captioned matter.

Respectfully submitted,

**KAPLIN STEWART MELOFF REITER & STEIN, P.C.**

Dated: December \_\_, 2025

By: \_\_\_\_\_  
Craig R. Lewis, Esquire  
Attorneys for HT 1001 Washington, LLC, Plaintiff

**KILKENNY LAW, LLC**

Dated: December \_\_, 2025

By:

\_\_\_\_\_  
David J. Sander, Esquire  
Solicitor to Defendants, Whitmarsh Township and  
Board of Supervisors of Whitmarsh Township

**EXHIBIT "A"**

**SETTLEMENT AGREEMENT**

**KAPLIN STEWART MELOFF REITER & STEIN, P.C.**

BY: Craig R. Lewis, Esquire  
Identification No. 83564  
Union Meeting Corporate Center  
910 Harvest Drive, P.O. Box 3037  
Blue Bell, PA 19422  
(610) 260-6000  
[rlewis@kaplaw.com](mailto:rlewis@kaplaw.com)

Attorneys for Appellant  
HT 1001 Washington, LLC

<b>HT 1001 WASHINGTON, LLC</b>	:	COURT OF COMMON PLEAS
Plaintiff,	:	MONTGOMERY COUNTY, PA
	:	No. 2025-27502
v.	:	
	:	
<b>WHITEMARSH TOWNSHIP, et al.</b>	:	
Defendants.	:	

**CERTIFICATE OF SERVICE**

I, Craig R. Lewis, Esquire, do hereby certify that on December \_\_, 2025, I caused a true and correct copy of the foregoing Joint Motion for Approval of Settlement Agreement and for Entry of Agreed Order in the above-referenced case to be sent via email and First-Class Mail, postage prepaid, to the following parties:

David J. Sander, Esquire  
Kilkenny Law, LLC  
519 Swede Street  
Norristown, PA 19401  
[dave@kilkennylaw.com](mailto:dave@kilkennylaw.com)

Attorneys for Defendants Whitemarsh Township and  
The Board of Supervisors of Whitemarsh Township

**KAPLIN STEWART MELOFF REITER & STEIN, P.C.**

Dated: December \_\_, 2025 By: \_\_\_\_\_

Craig R. Lewis, Esquire  
Attorneys for Plaintiff  
HT 1001 Washington, LLC

**Exhibit "D"**

Form of Court Order Approving this  
Agreement as an Order of the Court

<b>HT 1001 WASHINGTON, LLC</b> Plaintiff,	:	COURT OF COMMON PLEAS MONTGOMERY COUNTY, PA No. 2025-27502
v.	:	
<b>WHITEMARSH TOWNSHIP, et al.</b> Defendants.	:	

**ORDER**

AND NOW, this \_\_\_ day of \_\_\_\_\_, 2025, upon consideration of the Joint Motion to Approve Settlement Agreement and for Entry of Agreed Order (“**Joint Motion**”) filed by HT 1001 Washington, LLC, Whitemarsh Township and the Board of Supervisors of Whitemarsh Township in the above-captioned matter, it is hereby ORDERED and DECREED that the Settlement Agreement attached to the Joint Motion as **Exhibit “A”** is approved by this Court and is entered upon the Parties to the matter. This Court shall retain jurisdiction over this matter for the purposes of enforcing the Settlement Agreement.

BY THE COURT:

\_\_\_\_\_  
 , J.

Copies to: David J. Sander, Esquire  
 Craig R. Lewis, Esquire

**Exhibit "E"**

Whitemarsh Township Letter to FEMA

**DATE**

David Bascom, Acting Director  
Engineering and Modeling Division  
Risk Analysis, Planning and Information Directorate  
Federal Emergency Management Agency  
Department of Homeland Security  
Washington, D.C. 20472

Re: Case No. 24-03-0882P  
LOMR: April 4, 2025  
Community: Whitemarsh Township (No. 420712)

Dear Mr. Bascom:

We are in receipt of your August 8, 2025 letter and wish to clarify the Community's intent related to our July 21, 2025 letter ("Community Letter") regarding the April 4, 2025 Letter of Map Revision ("LOMR") referenced above.

The Community Letter was not intended to be an appeal of the April 4 LOMR, nor did it purport to present empirical data regarding the scope or severity of flooding in the area. Rather, consistent with our prior communications on this subject, it simply highlighted anecdotal evidence of flooding to supplement the empirical data already present in the file. The Community is not opposed to the requested revision to the Floodway and does not oppose the revision to the Floodway requested by the LOMR.

Accordingly, the Community requests that FEMA render a final LOMR decision that accounts for the empirical data before it in a manner consistent with controlling law and implementing regulation.

Sincerely,

Craig T. McAnally  
Whitemarsh Township Manager

Cc: Brian Koper, FEMA  
Krista Heinrich, P.E., Township Engineer, Whitemarsh Township  
David Landskroner, HT 1001 Washington, LLC