

# **CONDITIONAL USE HEARING**

**BAEDERWOOD RESIDENTIAL PARTNERS, L.P.**

**NOVEMBER 19, 2018**

## **CONDITIONAL USE APPLICATION EXHIBITS**

- A-1 Conditional Use Application
- A-2 FTD Ordinance – Ordinance 200
- A-3 July 18, 2016 Zoning Determination
- A-4 Variance Decision dated March 26, 2018
- A-5 Amended Conditional Use Plan
- A-6 Concept Plan
- A-7 Adam Benosky, RLA – Curriculum Vitae
- A-8 Existing Conditions Plan
- A-9 Matthew I. Hammond, P.E. – Curriculum Vitae
- A-10 July 26, 2018 email from Brian Keaveney
- A-11 Updated Traffic Impact Study
- A-12 Architectural Rendering



Township of Abington  
1176 Old York Road  
Abington, Pa. 19001



Section 1108 of Ordinance #1753 {The Zoning Ordinance} contains the requirements for the submission, review procedures and the criteria for approval of a Conditional Use application within the Township of Abington. This form has been provided for your use. Please complete the entire form and submit the completed application with the required plan(s), reports(s) and application fee.

Name of Applicant: Baederwood Residential Partners, L.P.  
BSC Jenkintown Limited Partnership

Address of Applicant: 1301 Lancaster Avenue, Berwyn, PA

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name of Land Owner: Baederwood Residential Partners, L.P.

Address of Land Owner: 1301 Lancaster Avenue, Berwyn, PA

Telephone Number: \_\_\_\_\_

Submit proof of standing for the property involved in this application. A copy of the deed, agreement of sale or lease can be submitted. Please feel free to delete the financial terms of the sales agreement or lease.

Name of Attorney: Marc B. Kaplin, Esquire

Address of Attorney: 910 Harvest Drive  
Blue Bell, PA 19422

Attorney's Phone Number: (610) 941-2666

Attorney's E-Mail Address: mkaplin@kaplaw.com

A written narrative may be submitted with this application that addresses the need for this application, an assessment of the property involved, the community character, safety related issues, traffic impact, storm water management and the effect on public utilities.

The undersigned herewith declares this submission to be true and correct as to the facts known as of the date of this application.

Signature of Applicant: Marc Kaplin  
Marc B. Kaplin, Esquire, Attorney for Applicant and  
Signature of Land Owner: \_\_\_\_\_ Land Owner

Section #3 of Ordinance #1951 of the Township of Abington contains the fee schedule for matters heard by the Board of Commissioners and include zoning change applications, map amendments, conditional use application, petitions and curative amendments.

A fee of \$2,000.00 is required to be submitted as the time the application is received. Checks are to be made payable to the Township of Abington and submitted to the Zoning Officer.

.....

Date Received: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Signature of Zoning Officer: \_\_\_\_\_

If there are any questions that you may have, please feel free to contact Mark Penecale @ 267-536-1017 or by e-mail at mpenecale@abington.org.

## TOWNSHIP OF ABINGTON

### Plan Application Submission Checklist

The applicant is responsible for the submission of a complete application. This checklist will aid both the applicant and staff in ensuring that all applications are complete. The following is a per item submission checklist for all Subdivision, Land Development and Conditional Use Application for the Township of Abington.

- (X) **Application Form**: completed and signed by the owner/applicant
- ( ) **Modification Form**: completed and signed. Requests for Waivers are to be made on this form only. All requirements can be found in the Land Development & Subdivision Ordinance.
- (X) **Eight (8)** ~~12~~ **Copies** of the proposed plan, folded to legal file size. Plans should be to a 20 scale and will not exceed a sheet of 24" x 36".
- (X) The applicant will provide a **reduced copy** of the plan, no larger than 11" x 17".
- (X) **Two copies of DER Planning Modules**. Refer to Section 146.11.K
- (X) **Letter of Sewer Availability**: This is obtained from the Township Engineer.
- (X) **Letter of Water Availability**. This is obtained from Aqua PA
- (X) **Eight** ~~Two~~ **sets of tentative Architectural Plans**. Required for all applications proposing construction or land development.
- ( ) **Montgomery County Planning Commission Form**. Completed by this office.
- (X) **Check** made payable to Montgomery County Treasurer.
- (X) **Application Fee** - check made payable to the Township of Abington.
- (X) **Escrow Fee** - check made payable to the Township of Abington. Separate check.
- ( ) Copies of previous Zoning Hearing Board decisions.
- ( ) **Recreation Facilities Plan**.

Application Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_

Application Fee: \_\_\_\_\_ Escrow Fee: \_\_\_\_\_ Total Fee: \_\_\_\_\_

This application should be presented to the Planning & Zoning Officer. In the event that individual is not available please place this application on that person's desk and deposit all checks in the Code Enforcement Department's safe.



BEFORE THE BOARD OF COMMISSIONERS OF ABINGTON TOWNSHIP,  
MONTGOMERY COUNTY, PENNSYLVANIA

IN RE: APPLICATION OF :  
BAEDERWOOD RESIDENTIAL PARTNERS, :  
L.P. and BSC JENKINTOWN LIMITED :  
PARTNERSHIP FOR CONDITIONAL USE : No.  
APPROVAL :

CONDITIONAL USE APPLICATION

Applicants Baederwood Residential Partners, L.P. ("**BRP**") and BSC Jenkintown Limited Partnership ("**BSC**"), by their attorneys, Kaplin Stewart Meloff Reiter & Stein, P.C., submit this application for conditional use approval pursuant to Sections 325-504.D and 325-706.C(34) of the Abington Township Zoning Ordinance ("**Zoning Ordinance**") to permit an apartment building to be located on a tract of land located within the Fairway Transit District ("**FTD District**") as part of a Transit Oriented Development ("**TOD**"). In support thereof, BRP and BSC aver as follows:

1. BRP is the owner of 8.32 acres of an overall 18.88 acre tract of land located adjacent to Fairway Valley Road in Abington Township ("**Site**") on which the Baederwood Shopping Center ("**Shopping Center**") is located.
2. The Shopping Center is located on approximately 10.56 acres of the Site fronting on Fairway Valley Road ("**Shopping Center Parcel**") and is owned by BSC.
3. Pursuant to the Abington Township Zoning Map, the entire Site is located in the FTD District.
4. The FTD District was created in 2010 pursuant to Ordinance No. 2000 as an amendment to the Zoning Ordinance ("**FTD District Regulations**").
5. Pursuant to Section 504.1 of the FTD Regulations, the stated purpose of the FTD District is as follows:

Section 504.1 Purpose: The purpose of the Fairway Transit District is to implement recommendations of Abington Township's Comprehensive Plan. Specifically, the purpose of the FTD is to:

- A. Revitalize vacant and underutilized sites
- B. Capitalize on the area's proximity to SEPTA's regional rail system
- C. Establish a town center or main street environment in the southern part of the township with a mix of uses and building types
- D. Create a vibrant streetscape along the Fairway and adjacent areas with sidewalks, outdoor cafes, landscape amenities, and public plazas and open space
- E. Improve circulation for pedestrians, cyclists, and transit-users
- F. Enhance access to/from the Noble and Rydal train stations
- G. Provide more diverse housing opportunities
- H. Encourage quality design and innovative development
- I. Permit and integrate land uses in close proximity to each other in order to concentrate higher density residential uses along transit routes and provide for the daily recreational and shopping needs of the residents.

6. Pursuant to Section 504.3.D of the FTD District Regulations, a "transit oriented development" ("TOD") is a use permitted by conditional use on sites larger than one (1) acre.

7. Section 504.3.D of the FTD District Regulations define a TOD as follows:

Use C-34: Transit-Oriented Development (TOD): A building or buildings may be comprised of any mixture of office, commercial, residential, and community uses as defined herein. All buildings and all office, commercial, residential, and community service uses in a TOD shall comply with the design and dimensional standards as specified in the district regulations where the development is to be located. Design and dimensional standards provided in Section 706 for a particular use permitted within Use C-34 shall not apply.

8. Although the uses located on the Shopping Center Parcel are all permitted as part of a TOD under the FTD District Regulations, the Shopping Center was constructed long before

the enactment of the FTD Regulations and is legally nonconforming with regard to some of the dimensional requirements of the FTD District Regulations.

9. The rear 8.32 acres of the Site are undeveloped ("**Rear Parcel**").

10. The term "site" is defined in the Zoning Ordinance as:

A lot or parcel, or contiguous lots or parcels of land defined by survey and intended to have one or more uses, or intended to be subdivided or developed.

11. Section 504.6 of the FTD District Regulations, which contain special development regulations, specifically states that:

P. In connection with the overall integrated development of the FTD, individual lots may be created for purposes of financing and/or conveyancing, without the need for subdivision/land development approval. *Such individual lots shall not be required to comply on an individual basis with the dimensional requirements of this ordinance, provided that (1) the overall development complies with such dimensional requirements; (2) the deeds conveying such separate lots contain covenants requiring the purchasers to, at all times, operate and maintain such lots in good order and repair and in a clean and sanitary condition; (3) cross-easements for parking areas and all appurtenant ways, pedestrian access, and utilities shall be created, recorded, and maintained between such lots; and (4) such cross-easements shall be subject to the approval of the township solicitor.* The purchaser of any such lot shall so covenant and agree thereby to be bound by such conditions as set forth herein. (emphasis supplied)

12. When the Shopping Center Parcel was conveyed to BSC, a Declaration of Easements was recorded which provides, in relevant part, that:

Background Paragraph E. The Properties are zoned Fairway Transit District ("**Zoning**"). The Zoning permits a mix of residential and commercial uses on the Properties. The Declarant intends, ultimately, to develop the Vacant Property as a multi-family residential project ("**Future Development**") and desires to provide for access to and from the Vacant Property from and to Fairway Valley Road. Based on the Zoning, the development of the Vacant Property as a multi-family residential project may permit the expansion of the commercial development on the



Shopping Center Property. Declarant also desires to grant stormwater management, water, sanitary sewer and general utility easements over the Shopping Center Property for the benefit of the Vacant Property for the purpose of enabling the Future Development of the Vacant Property. Declarant also desires to grant an easement for the benefit of the Shopping Center Property to enable the owner of the Shopping Center Property to use, maintain, repair and restore that portion of one of the buildings currently located on the Shopping Center Property which encroaches onto the Vacant Property.

13. The Declaration of Easements provides for cross-easements for access, parking and utilities. Moreover the Declaration of Easements requires that each owner join with the other as a petitioner or applicant whenever required on any applications to obtain approvals and permits. A copy of that Declaration of Easements is attached hereto as **Exhibit "A"**.

14. The Township Solicitor reviewed and approved the Declaration of Easements on behalf of the Township prior to its recording, as evidenced by a June 11, 2013 letter from Rex Herder, Esquire ("**Herder Letter**"). A copy of the Herder letter is attached hereto as **Exhibit "B"**.

15. Therefore, pursuant to both the FTD District Regulations and the Declaration of Easements, the Shopping Center Parcel and the Rear Parcel are permitted to be considered as one "site" for purposes of development under the FTD District Regulations.

16. Pursuant to Section 706.C(34) of the FTD District Regulations, a TOD is permitted to include an apartment building (Use H-1).

17. BRP proposes to develop a 244 unit apartment building (Use H-1) on the Rear Parcel as part of the overall TOD (Use C-34) use of the Site ("**Proposed Apartment Development**"). A Site Plan depicting the Proposed Development on the Site is attached hereto as **Exhibit "C"**.

18. The Proposed Apartment Development furthers the stated purpose and intent of

the FTD District by:

- A. Revitalizing an underutilized site;
- B. Capitalizing on the area's proximity to SEPTA's regional rail system;
- C. Establishing a town center environment in the southern part of the township with a mix of uses and building types;
- D. Providing more diverse housing opportunities;
- E. Encouraging quality design and innovative development; and
- F. Integrating land uses in close proximity to each other in order to concentrate higher density residential uses along transit routes and provide for the daily recreational and shopping needs of the residents.

19. With the Proposed Apartment Development, the entire TOD Site satisfies the residential and non-residential mix requirements contained in Section 504.4 of the FTD District Regulations.

20. With the Proposed Apartment Development, the entire TOD Site satisfies the applicable dimensional regulations contained in Section 504.5 of the FTD District Regulations.

21. With the Proposed Apartment Development, the entire TOD Site satisfies the applicable special development regulations contained in Section 504.6 of the FTD District Regulations.

22. The Proposed Apartment Development qualifies for eight (8) bonus points allowing increased density up to 13 dwelling units per acre, as permitted by Section 504.7.B of the FTD District Regulations. Specifically, the Proposed Apartment Development:

- A. Will use decorative masonry for more than 50% of the proposed building facades (2 points);



B. Will use structured parking that provides at least 50% of the required parking for the Proposed Apartment Development and make at least 15% of the structured parking available to the public (2 points);

C. Will make off-site traffic improvements identified in the Comprehensive plan (3 points);

D. Will cover at least 50% of the total net roof area with a green roof (2 points);

E. Will use recycled rainwater systems or grey water collection systems for 35% of the building's stormwater (3 points).

23. While the Shopping Center Parcel is legally non-conforming with regard to the design standards set forth in Section 504.8 of the FTD Regulations, the Proposed Apartment Development complies with all applicable design standards contained in Section 504.8 of the FTD District Regulations., the Proposed Apartment Development.

24. For all the foregoing reasons, BRP and BSC respectfully request that the Board of Commissioners approve their Application for Conditional Use Approval to construct the Proposed Apartments on the Rear Parcel of the Site.

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

By: Marc Kaplin  
**MARC B. KAPLIN, ESQUIRE**  
**Attorneys for Applicants**

EXHIBIT "A"



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

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

**DEED BK 5879 PG 02264 to 02285**

**INSTRUMENT # : 2013072031**

**RECORDED DATE: 07/05/2013 03:49:54 PM**



2947171-0008W

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 22

**Document Type:** Easement  
**Document Date:** 06/25/2013  
**Reference Info:**

**RETURN TO:** (Mail)  
STEWART TITLE GUARANTY CO  
900 WEST VALLEY  
WAYNE, PA 19087

**Transaction #:** 2912368 - 2 Doc(s)  
**Document Page Count:** 21  
**Operator Id:** dawhitner

**PAID BY:**  
STEWART TITLE GUARANTY CO

**\* PROPERTY DATA:**

**Parcel ID #:** 30-00-66644-00-7  
**Address:** 0 THE FAIRWAY

30-00-66652-00-8  
1575 THE FAIRWAY

30-00-66636-00-6  
1631 THE FAIRWAY

**Municipality:** PA Abington Township (100%)  
**School District:** Abington

PA  
Abington Township (0%)  
Abington

PA  
Abington Township (0%)  
Abington

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

**CONSIDERATION/SECURED AMT:** \$0.00

**FEES / TAXES:**

Recording Fee:Easement	\$78.00
Additional Pages Fee	\$34.00
Additional Parcels Fee	\$20.00
Affordable Housing Pages	\$68.00
Affordable Housing Parcels	\$2.00
Rejected Document Fee	\$10.00
<b>Total:</b>	<b>\$212.00</b>

DEED BK 5879 PG 02264 to 02285  
Recorded Date: 07/05/2013 03:49:54 PM

I hereby CERTIFY that  
this document is  
recorded in the  
Recorder of Deeds  
Office in Montgomery  
County, Pennsylvania.



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.

Electronic signature by montgomery.county.rod@propertyinfo.com, Validity  
Unknown

**Certified and Digitally Signed**

Validation may require Adobe 'Windows Integration'

eCertified copy of recorded # 2013072031 (page 1 of 22)  
Montgomery County Recorder of Deeds



## DECLARATION OF EASEMENTS

RECORDER OF DEEDS  
MONTGOMERY COUNTY

2013 JUL -1 AM 8:48

Prepared By:

Kaplin, Stewart, Meloff, Reiter & Stein, P.C.  
 Union Meeting Corporate Center  
 910 Harvest Drive, P.O. Box 3037  
 Blue Bell, Pennsylvania 19422  
 Attn: Simi Kaplin Baer, Esquire  
 Phone: (610) 941-2657  
 Fax: (610) 684-2126

Please record and return to:

Kaplin, Stewart, Meloff, Reiter & Stein, P.C.  
 Union Meeting Corporate Center  
 910 Harvest Drive, P.O. Box 3037  
 Blue Bell, Pennsylvania 19422  
 Attn: Simi Kaplin Baer, Esquire  
 Phone: (610) 941-2657  
 Fax: (610) 684-2126

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

30-00-66644-00-7 ABINGTON

THE FAIRWAY

BAEDERWOOD LP

B 177 U 033 L 2109 DATE: 07/05/2013

\$10.00  
JO

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

30-00-66652-00-8 ABINGTON

1575 THE FAIRWAY

BAEDERWOOD LP

B 177 U 039 L 4293 DATE: 07/05/2013

\$10.00  
JO

Parcel Numbers: 30-00-66636-006

30-00-66652-008

30-00-66644-007

Abington Township, Montgomery County, Pennsylvania

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

30-00-66636-00-6 ABINGTON

1631 THE FAIRWAY

BAEDERWOOD LP

B 177 U 001 L 4546 DATE: 07/05/2013

\$10.00  
JODECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (hereinafter referred to as the "Declaration") is made this 25<sup>th</sup> day of June, 2013 by BAEDERWOOD LIMITED PARTNERSHIP, a Delaware limited partnership (the "Declarant"), for itself, its successors and assigns.

BACKGROUND

A. Declarant is the record owner of certain real properties known as Tax Parcel #30-00-66636-006 with an address of 1631 Fairway Valley Road, Abington Township, Montgomery County, Pennsylvania and Tax Parcel #30-00-66652-008, 1575 Fairway Valley Road, Abington Township, Montgomery County, Pennsylvania, each of which is more fully described on Exhibit "A" attached hereto and made a part hereof (collectively, and together with the buildings and improvements constructed thereon and all easements, rights and appurtenances belonging thereto, the "Shopping Center Property"). The Shopping Center Property consists of approximately ten and one half (10.5) acres in the aggregate.

B. The Shopping Center Property is currently improved with a combination of retail and office buildings, including a strip center with second story offices, and a stand-alone supermarket, as well as associated parking, drive aisles and entrance facilities which connect to Fairway Valley Road.





C. Declarant is also the record owner of certain property known as **Tax Parcel #30-00-66644-007**, which property does not have a street address, but is adjacent to the north side of the Shopping Center Property ("**Vacant Property**"). The Vacant Property consists of approximately eight and forty two one hundredths (8.42) acres and is more fully described on **Exhibit "B"** attached hereto and made a part hereof.

D. The Shopping Center Property and the Vacant Property are sometimes hereinafter collectively referred to as the "**Properties**." Each owner of the Properties may be referred to hereinafter as an "**Owner**" and, collectively, as the "**Owners**."

E. The Properties are zoned Fairway Transit District ("**Zoning**"). The Zoning permits a mix of residential and commercial uses on the Properties. The Declarant intends, ultimately, to develop the Vacant Property as a multi-family residential project ("**Future Development**") and desires to provide for access to and from the Vacant Property from and to Fairway Valley Road. Based on the Zoning, the development of the Vacant Property as a multi-family residential project may permit the expansion of the commercial development on the Shopping Center Property. Declarant also desires to grant stormwater management, water, sanitary sewer and general utility easements over the Shopping Center Property for the benefit of the Vacant Property for the purpose of enabling the Future Development of the Vacant Property. Declarant also desires to grant an easement for the benefit of the Shopping Center Property to enable the owner of the Shopping Center Property to use, maintain, repair and restore that portion of one of the buildings currently located on the Shopping Center Property which encroaches onto the Vacant Property.

F. The Declarant desires to confirm the obligation of the Owners to develop and redevelop the Properties in accordance with the requirements of the Zoning.

G. Attached hereto and made a part hereof as **Exhibit "C"** is a plan entitled Easement Plan, prepared by Bohler Engineering, Inc., dated April 3, 2013 ("**Easement Plan**").

H. Attached hereto and made a part hereof as **Exhibit "D"** is a plan entitled Driveway Plan, prepared by Bohler Engineering, Inc., dated April 3, 2013 ("**Driveway Plan**").

**NOW, THEREFORE**, in consideration of the covenants, easements, conditions, and restrictions set forth herein, the Declarant, intending to be legally bound, hereby declares as follows:

1. **Background.** The Background of this Declaration and all exhibits attached hereto are fully incorporated herein and shall form a part of this Declaration.

2. **Submission to the Declaration.** To accomplish the ends set forth in the Background of this Declaration, Declarant hereby submits the Properties to the terms, conditions and provisions of this Declaration and hereby declares the Properties shall be held, sold and conveyed subject to the covenants, easements, conditions, and restrictions contained herein, which are for the purpose of protecting the value and desirability of the Properties and which shall run with the Properties subjected to this Declaration and which shall be binding on, and inure to the benefit of, all parties having any right, title or interest therein or any part thereof, their heirs, successors, successor-in-title and assigns.

3. **Applicability.** This Declaration shall be applicable to the Properties. All present and future record Owners, occupants and/or tenants of either of the Properties, their guests, licensees, servants, agents, employees or any other person(s) or legal entity who shall be permitted to use the Properties shall be subject to this Declaration.

4. **Grant of Easements.**

(a) **Temporary Construction Easement.** Declarant hereby grants and conveys to the Owner of the Vacant Property for the benefit of the Vacant Property, the right, at such time as is required or





convenient for the construction of the Future Development, a temporary construction easement to construct the pathway which connects the Vacant Property to Fairway Valley Road ("**Connecting Driveway**") over the portion of the Shopping Center Property as approximately depicted on the Driveway Plan ("**Connecting Driveway Easement Area**"). The Owner of the Vacant Property, at its sole cost and expense, shall be permitted to construct the Connecting Driveway and all appurtenances and improvements associated therewith in the general location set forth on the Driveway Plan and in all cases within the Connecting Driveway Easement Area, provided that: (i) such use is kept within the reasonable requirements of construction work expeditiously pursued, (ii) such construction activity shall not unreasonably interfere with construction or the conduct or operation of any business on the Shopping Center Property, (iii) customary liability and property damage insurance is maintained protecting the Owner of the Shopping Center Property from the risk involved in connection therewith, which, at a minimum, shall include the coverages set forth on Exhibit "E" attached hereto and made a part hereof, (iv) upon the completion of any work on the Shopping Center Property, the Owner of the Vacant Property shall promptly, at its own cost and expense, repair and/or restore any damage done and all areas disturbed and leave such areas free and clear of trash, rubbish, loose dirt and construction materials and restore all such areas to their original grade and substantially to the condition as existed prior to such work being done (except as shown on the Easement Plan or as necessary to construct the Connecting Driveway), (v) the construction performed is authorized by the applicable governing agency and is performed in a good and workmanlike manner, lien free and in compliance with all governmental requirements, (vi) the work does not unreasonably and materially interfere with the use, occupancy or enjoyment of any part of the Shopping Center Property, (vii) the construction and other activity conducted by the Owner of the Vacant Property does not violate the terms of, or result in the landlord being in default under, any lease in effect at the Shopping Center Property or entitle any tenant of the Shopping Center Property to terminate its lease or abate or reduce the rent payable thereunder, (viii) the construction and other activity conducted by the Owner of the Vacant Property does not violate the terms of any permit or approval issued with respect to the Shopping Center Property, and (ix) the Owner of the Vacant Property shall have given the Owner of the Shopping Center not less than forty eight (48) hours' notice of its intent to enter on the Shopping Center Property for any purpose (the foregoing, collectively, the "**Entry and Activity Conditions**").

(b) Access Easement. Declarant hereby grants and conveys to the Owner of the Vacant Property, for the benefit and use of the Vacant Property or any portion thereof, a perpetual non-exclusive right and easement over the Connecting Driveway ("**Connecting Driveway Easement Area**") to provide pedestrian and vehicular access, ingress and egress between Fairway Valley Road and the Vacant Property, as well as the right to install and maintain a sign for the Future Development at the intersection of the Connecting Driveway and Fairway Valley Road in approximately the location depicted on the Easement Plan ("**F.D. Sign**"), provided the same does not reduce or restrict or adversely affect the signage which the Owner of the Shopping Center Property would otherwise be entitled to erect, now or hereafter, on the Shopping Center Property. The Owner of the Vacant Property shall be required, at its sole cost and expense, to obtain all permits and approvals necessary to construct the F.D. Sign, and, further shall be responsible, at its sole cost and expense to install, repair, maintain and replace, as necessary, the F. D. Sign and associated landscaping, all of which shall be kept and maintained by the Owner of the Vacant Property, at its sole cost and expense, in good and safe condition and consistent with the standards of a first class shopping center. The Owner of the Shopping Center Property shall not place or construct any structure or object on the Connecting Driveway which would materially impair the free flow of vehicular or pedestrian traffic over the Connecting Driveway or inhibit access over the Connecting Driveway from and to the Vacant Property to and from Fairway Valley Road. Except as may be required by any governmental entity, the Owner of the Shopping Center Property shall not modify or relocate the curb cuts/access from the Shopping Center Property to Fairway Valley Road without the written consent of the Owner of the Vacant Property, which consent shall not be unreasonably withheld, delayed or conditioned.

(c) Connecting Driveway Maintenance Easement. The Owner of the Shopping Center Property shall maintain, repair and replace, as it determines in its reasonable discretion is necessary, the Connecting Driveway, including, but not limited to the prompt removal of snow and ice, consistent with maintenance of a first class shopping center. Notwithstanding the forgoing, in the event that the Owner of the Shopping Center Property fails to maintain, repair or replace the Connecting Driveway in accordance with this





Section 4(c) after written notice from the Owner of the Vacant Property of, and specifying the nature of, such failure, Declarant hereby grants and conveys to the Owner of the Vacant Property for the benefit of the Vacant Property or any portion thereof the perpetual, nonexclusive right and easement to enter upon the Shopping Center Property to maintain, repair and/or replace the Connecting Driveway, provided that any such entry and all activity by the Owner of the Vacant Property on the Shopping Center Property pursuant to this Section 4(c) shall be subject to the Entry and Activity Conditions set forth in Section 4(a) with respect to the initial construction of the Connecting Driveway, provided that in the case of an emergency requiring immediate action by the Owner if the Vacant Property prior notice of intent to enter shall not be required if it cannot reasonably be given so long as notice of entry is given as soon as reasonably practical.. The owner of the Shopping Center Property shall invoice the Owner of the Vacant Property for, and the Owner of the Vacant Property shall be responsible for payment of, one hundred percent (100%) of the costs to maintain, repair and/or replace the Connecting Driveway. All amounts invoiced by the Owner of the Shopping Center pursuant to this Section 4(c), together with interest at the rate of twelve percent (12%) per annum, compounded monthly, on all amounts not paid within thirty (30) days of being invoiced, and all costs of collection, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Vacant Property as well as the personal obligation of the Owner of the Vacant Property at the time invoiced. All such liens shall be prior to all other liens and encumbrances except (i) the lien for unpaid real estate taxes, and (ii) liens and encumbrances of record at the time of recordation of this Declaration, and may be foreclosed by the Owner of the Shopping Center in the same manner as any mortgage or deed of trust encumbering the Vacant Property.

(d) Storm Water Easement. The Declarant acknowledges that the Owner of the Vacant Property intends to construct storm water management facilities on the Vacant Property to manage the storm water on the Vacant Property and shall be responsible to obtain all necessary permits and approval to do so prior to the construction of the Future Development. However, in addition to that, Declarant hereby grants and conveys to the Owner of the Vacant Property for the benefit of the Vacant Property, or any portion thereof, the perpetual, nonexclusive right and easement to enter onto the Shopping Center Property to excavate, tie into and use the storm water drainage system located on the Shopping Center Property including any detention or retention basin ("Storm Water System"), that is located within the area depicted on the Easement Plan as the 20' Utility Easement ("Utility Easement Area") or the Connecting Driveway Easement Area and to install, maintain, repair and replace additional storm sewer lines serving the Vacant Property within the Utility Easement Area or the Connecting Driveway Easement Area, provided that any such entry and all activity by the Owner of the Vacant Property on the Shopping Center Property pursuant to this Section 4(d) shall be subject to the Entry and Activity Conditions set forth in Section 4(a) with respect to the initial construction of the Connecting Driveway and no such installation, maintenance, repair, replacement or usage shall interrupt or interfere with storm water management at the Shopping Center or damage the storm water lines and facilities serving the Shopping Center. The Owner of the Shopping Center Property shall maintain, repair and replace, as it determines in its reasonable discretion is necessary, the Storm Water System (which for purposes of this Section 4(d) shall not be construed to include any storm sewer lines or facilities exclusively serving the Vacant Property, 100% of the costs of which shall be paid by the Owner of the Vacant Property) consistent with maintenance of a first class shopping center. All costs of maintenance, repair and replacement of the Storm Water System shall be shared by the Owner of the Shopping Center Property and the Owner of the Vacant Property, upon connection thereto, pro rata, in proportion to the rentable square footage of the buildings located on the Shopping Center Property and the Vacant Property, respectively. Any alteration in the natural water flow which may occur as a natural consequence of normal construction and operation of the Future Development shall be permitted. Notwithstanding the foregoing, however, if it is determined by an applicable governmental authority that the Future Development will or does produce more cubic feet of water per second than the Storm Water System is designed to handle/convey, the Owner of the Vacant Property, at its sole cost and expense, shall make the modifications necessary to support the increased storm water flow into the Existing Storm Water System. The owner of the Shopping Center Property shall invoice the Owner of the Vacant Property for, and the Owner of the Vacant Property shall be responsible for payment of, its pro rata share of the costs to maintain, repair and/or replace the Storm Water System. All amounts invoiced by the Owner of the Shopping Center pursuant to this Section 4(d), together with interest at the rate of twelve percent (12%) per annum, compounded monthly, on all amounts not paid within thirty (30) days of being invoiced, and all costs of collection, including





reasonable attorneys' fees, shall be a charge and continuing lien upon the Vacant Property as well as the personal obligation of the Owner of the Vacant Property at the time invoiced. All such liens shall be prior to all other liens and encumbrances except (i) the lien for unpaid real estate taxes, and (ii) liens and encumbrances of record at the time of recordation of this Declaration, and may be foreclosed by the Owner of the Shopping Center in the same manner as any mortgage or deed of trust encumbering the Vacant Property.

(e) Water Easement. Declarant hereby grants and conveys to the Owner of the Vacant Property for the benefit of the Vacant Property, or any portion thereof, a perpetual, nonexclusive right and easement to enter on to the Shopping Center Property to excavate and tie into the water lines that are located within the Utility Easement Area (the "Existing Water Lines") or to install, maintain, repair and replace additional water lines serving the Vacant Property within the Utility Easement Area or the Connecting Driveway Easement Area, as well as the right to use all water services facilities, including pipes, lines, meters, mains, laterals and other water facilities located on the Shopping Center Property to provide water service to the Vacant Property, provided that any such entry and all activity by the Owner of the Vacant Property on the Shopping Center Property pursuant to this Section 4(e) shall be subject to the Entry and Activity Conditions set forth in Section 4(a) with respect to the initial construction of the Connecting Driveway and no such installation, maintenance, repair, replacement or usage shall interrupt or interfere with water service to the Shopping Center or damage the water lines and facilities serving the Shopping Center. The Owner of the Vacant Property shall, at its sole cost and expense, cause all water use by the Vacant Property to be separately metered and shall be responsible for payment of all water use by the Vacant Property directly to the applicable utility. The Owner of the Shopping Center Property shall maintain, repair and replace, as it determines in its reasonable discretion is necessary, the Existing Water Lines consistent with maintenance of a first class shopping center. All costs of maintenance, repair and replacement of the Existing Water Lines shall be shared by the Owner of the Shopping Center Property and the Owner of the Vacant Property, upon connection thereto, pro rata, in proportion to the rentable square footage of the buildings located on the Shopping Center Property and the Vacant Property, respectively. The owner of the Shopping Center Property shall invoice the Owner of the Vacant Property for, and the Owner of the Vacant Property shall be responsible for payment of, its pro rata share of the costs to maintain, repair and/or replace the Existing Water Lines. All amounts invoiced by the Owner of the Shopping Center pursuant to this Section 4(e), together with interest at the rate of twelve percent (12%) per annum, compounded monthly, on all amounts not paid within thirty (30) days of being invoiced, and all costs of collection, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Vacant Property as well as the personal obligation of the Owner of the Vacant Property at the time invoiced. All such liens shall be prior to all other liens and encumbrances except (i) the lien for unpaid real estate taxes, and (ii) liens and encumbrances of record at the time of recordation of this Declaration, and may be foreclosed by the Owner of the Shopping Center in the same manner as any mortgage or deed of trust encumbering the Vacant Property.

(f) Sanitary Sewer Easement. Declarant hereby grants and conveys to the Owner of the Vacant Property for the benefit of the Vacant Property, or any portion thereof, a perpetual, nonexclusive right and easement to enter in to the Shopping Center Property to excavate and to connect the Vacant Property to the sanitary sewer system serving the Shopping Center Property within the Utility Easement Area (the "Existing Sanitary Sewer System") or to install, maintain, repair and replace additional sewer lines serving the Vacant Property within the Utility Easement Area or the Connecting Driveway Easement Area, provided that any such entry and all activity by the Owner of the Vacant Property on the Shopping Center Property pursuant to this Section 4(f) shall be subject to the Entry and Activity Conditions set forth in Section 4(a) with respect to the initial construction of the Connecting Driveway. The Owner of the Shopping Center Property shall maintain, repair and replace, as it determines in its reasonable discretion is necessary, the Existing Sanitary Sewer System consistent with maintenance of a first class shopping center. All costs of maintenance, repair and replacement of the Existing Sanitary Sewer System shall be shared by the Owner of the Shopping Center Property and the Owner of the Vacant Property, upon connection thereto, pro rata, in proportion to the rentable square footage of the buildings located on the Shopping Center Property and the Vacant Property, respectively. The owner of the Shopping Center Property shall invoice the Owner of the Vacant Property for, and the Owner of the Vacant Property shall be responsible for payment of, its pro rata share of the costs to maintain, repair and/or replace the Existing Sanitary Sewer System. All amounts invoiced by the Owner of the Shopping Center





pursuant to this Section 4(f), together with interest at the rate of twelve percent (12%) per annum, compounded monthly, on all amounts not paid within thirty (30) days of being invoiced, and all costs of collection, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Vacant Property as well as the personal obligation of the Owner of the Vacant Property at the time invoiced. All such liens shall be prior to all other liens and encumbrances except (i) the lien for unpaid real estate taxes, and (ii) liens and encumbrances of record at the time of recordation of this Declaration, and may be foreclosed by the Owner of the Shopping Center in the same manner as any mortgage or deed of trust encumbering the Vacant Property.

Declarant hereby grants and conveys to the Owner of the Vacant Property for the benefit of the Vacant Property, or any portion thereof, a perpetual, nonexclusive easement to use the sanitary sewer system located on the Shopping Center Property, including pipes, laterals, mains, manholes and other facilities and appurtenances thereto and other sanitary sewer facilities for the conveying and processing of effluent derived from the Vacant Property, provided that no such installation, maintenance, repair, replacement or usage shall interrupt or interfere with sanitary sewer service to the Shopping Center or damage the sewer lines and facilities serving the Shopping Center. Declarant acknowledges, and by its acceptance of the easement granted under this Section 4(f) the Owner of the Vacant Property agrees, that the Owner of the Vacant Property shall be responsible to purchase sewer capacity for the Future Development at its sole cost and expense from the applicable municipal authority.

(g) General Utility Easement. Declarant hereby grants and conveys to the Owner of the Vacant Property for the benefit of the Vacant Property, or any portion thereof, a perpetual, non-exclusive right and easement to enter upon the Shopping Center Property to connect to the electric, gas, cable, fiber optic and similar utility lines (collectively, the "Utility Facilities") located within the Utility Easement Area (the "Existing Utility Facilities") or to install, maintain repair and replace additional Utility Facilities within the Utility Easement Area or the Connecting Driveway Easement Area, together with the perpetual right and non-exclusive easement to obtain the services provided by the Utility Facilities and any replacements thereof and additions thereto through the Utility Facilities, provided that any such entry and all activity by the Owner of the Vacant Property on the Shopping Center Property pursuant to this Section 4(g) shall be subject to the Entry and Activity Conditions set forth in Section 4(a) with respect to the initial construction of the Connecting Driveway and no such installation, maintenance, repair, replacement or usage shall interrupt or interfere with utility service to the Shopping Center or damage the Utility Facilities serving the Shopping Center. The Owner of the Shopping Center Property shall maintain, repair and replace, as it determines in its reasonable discretion is necessary, the Existing Utility Facilities consistent with maintenance of a first class shopping center. All costs of maintenance, repair and replacement of the Existing Utility Facilities shall be shared by the Owner of the Shopping Center Property and the Owner of the Vacant Property, upon connection thereto, pro rata, in proportion to the rentable square footage of the buildings located on the Shopping Center Property and the Vacant Property, respectively. The owner of the Shopping Center Property shall invoice the Owner of the Vacant Property for, and the Owner of the Vacant Property shall be responsible for payment of, its pro rata share of the costs to maintain, repair and/or replace the Existing Utility Facilities. All amounts invoiced by the Owner of the Shopping Center pursuant to this Section 4(g), together with interest at the rate of twelve percent (12%) per annum, compounded monthly, on all amounts not paid within thirty (30) days of being invoiced, and all costs of collection, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Vacant Property as well as the personal obligation of the Owner of the Vacant Property at the time invoiced. All such liens shall be prior to all other liens and encumbrances except (i) the lien for unpaid real estate taxes, and (ii) liens and encumbrances of record at the time of recordation of this Declaration, and may be foreclosed by the Owner of the Shopping Center in the same manner as any mortgage or deed of trust encumbering the Vacant Property.

(h) No Obstruction. The Connecting Driveway Easement Area and the Utility Easement Area shall be referred to herein collectively as the ("Easement Areas"). The Owner of the Vacant Property acknowledges that, other than on the Connecting Driveway Easement Area, certain buildings and other improvements ("Improvements") have previously been constructed on the Shopping Center Property and such existing improvements may encroach upon portions the Easement Areas. Owner of the Vacant Property





consents to any such encroachments of the Improvements onto the Easement Areas existing as of the date hereof, and to any replacement of such Improvements in accordance with this Declaration, and agrees to reasonably restore any damage Owner of the Vacant Property causes to such Improvements in the exercise of the rights and privileges granted under this Easement Agreement. Provided, however, that the Declarant does hereby covenant that after the date of this Declaration, no structure or other obstruction (including trees and vegetation) other than as a replacement for an existing Improvement, shall be erected or installed on or in the Easement Areas which in the reasonable opinion of the Owner of the Vacant Property may interfere with the Owner of the Vacant Property's exercise of the rights and privileges granted hereunder (collectively the "**Prohibited Obstructions**"). Notwithstanding anything else in this Easement Agreement to the contrary, the Owner of the Vacant Property, in the exercise of the rights and privileges granted hereunder, shall not be responsible for any damage to any Prohibited Obstructions after the date of this Declaration.

(i) Noninterference. Owner of the Vacant Property shall use all reasonable means to avoid inconvenience to Declarant and the Owner of the Shopping Center Property, including any interruption in any utility service to the Shopping Center Property, or damage or injury to the Shopping Center Property during the course of any entry and the conduct of any work permitted under this Declaration. Without limiting the foregoing, the Owner of the Vacant Property shall maintain a minimum of two drive aisles across the Easement Areas at all times that it is engaged in any activity thereon. After any entry on to the Shopping Center Property, Owner of the Vacant Property shall restore, at its sole cost, the Shopping Center Property to its prior condition and generally leave the area in good condition. All lines and facilities installed on the Shopping Center Property by the Owner of the Vacant Property shall be properly maintained and repaired and kept in good working order, and upon any cessation of use shall be properly tied off, capped and closed out, by the Owner of the Vacant Property at its sole cost and expense. The Owner of the Vacant Property shall not permit any liens to be filed against the Shopping Center Property in connection with any work done on the Shopping Center Property by or for the account of the Owner of the Vacant Property, and if any such liens are filed the Owner of the Vacant Property shall cause the same to be removed of record within thirty (30) days of filing, failing which the Owner of the Shopping may cause the same to be removed of record, by payment or posting of a bond, and all costs and expenses incurred by the Owner of the Shopping Center in connection therewith shall be immediately due and payable by the Owner of the Vacant Property. In the event the Owner of the Vacant Property fails to the same on demand, all amounts owed to the Owner of the Shopping Center pursuant to this Section 4(i), together with interest from the date of demand at the rate of twelve percent (12%) per annum, compounded monthly, and all costs of collection, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Vacant Property as well as the personal obligation of the Owner of the Vacant Property at the time of demand. All such liens shall be prior to all other liens and encumbrances except (i) the lien for unpaid real estate taxes, and (ii) liens and encumbrances of record at the time of recordation of this Declaration, and may be foreclosed by the Owner of the Shopping Center in the same manner as any mortgage or deed of trust encumbering the Vacant Property.

(j) Parking Easements. The Easement Plan depicts fifteen (15) parking spaces located on the Vacant Property which serve the Shopping Center Property ("**Commercial Parking Spaces**"), said Commercial Parking Spaces being labeled as such on the Easement Plan. The Easement Plan also depicts ten (10) parking spaces which serve the Shopping Center Property as encroaching on the Vacant Property ("**Retail Parking Spaces**"), said Retail Parking Spaces being labeled as such on the Easement Plan, and the area of the Vacant Property on which such Retail Parking Spaces, together with paved access thereto, are located being referred to herein as the "**Parking Encroachment Area**". The Declarant hereby grants and conveys to the Owner of the Shopping Center Property for the benefit of the Shopping Center Property, or any portion thereof, and said owner's tenants and invitees, a perpetual, exclusive right and easement to enter upon the Vacant Property, and to use all roads and drives now or hereafter located on the Vacant Property, for the purpose of access to and from the Commercial Parking Spaces and the right to use the Commercial Parking Spaces for parking vehicles and placing and using (including depositing trash in and emptying) one or more dumpsters, and to maintain and repair the Commercial Parking Spaces, during the hours that businesses on the Shopping Center Property are open and for no other use. The Owner of the Vacant Property shall have the right, at its sole cost and expense to screen any dumpsters placed in the Commercial Parking Area (hereafter defined)





provided such screening does not unreasonably interfere with the use of such dumpsters by the Owner of the Shopping Center Property and such screening is maintained by the Owner of the Vacant Property, at its sole cost and expense, in good and safe condition and consistent with the standards of a first class shopping center. The Declarant hereby further grants and conveys to the Owner of the Shopping Center Property for the benefit of the Shopping Center Property, or any portion thereof, and said owner's tenants and invitees, a perpetual, exclusive right and easement to enter upon the and use the Parking Encroachment Area for parking vehicles, and to maintain and repair the Retail Parking Spaces, during the hours that businesses on the Shopping Center Property are open and for no other use. No structure or other obstruction (including trees and vegetation), shall be erected or installed on or within the area of the Vacant Property on which the Commercial Parking Spaces (the "Commercial Parking Area") are located or the Parking Encroachment Area, or in any other areas on the Vacant Property providing access to the Commercial Parking Area or the Parking Encroachment Area, which in the reasonable opinion of the Owner of the Shopping Center Property may interfere with the Owner of the Shopping Center Property's exercise of the rights and privileges granted hereunder.

(k) Encroachment Easement. The Easement Plan depicts an encroachment onto the Vacant Property by a portion of one of the buildings currently located on the Shopping Center Property (the "Building Encroachment"), the area of the Vacant Property on which the Building Encroachment is located being referred to herein as the "Building Encroachment Area". The Declarant hereby confirms that the Building Encroachment is among the "Encroachments" described in that certain Deed of Easement between Dondel Associates, as Grantor, and Dondel Associates, as Grantee, dated August 23, 1989 and recorded in Deed Book 4921, Page 1011 of the Montgomery County Recorder's Office (the "Deed of Easement"). The Declarant acknowledges that certain utility lines and facilities are also located with the area of the Vacant Property described on Exhibit "D" to the Deed of Easement (the "Existing Easement Area") and that the Owner of the Shopping Center Property has, and the Declarant hereby grants and conveys to the Owner of the Shopping Center Property for the benefit of the Shopping Center Property, or any portion thereof, the perpetual right and easement to continue the Building Encroachment and to use, maintain, repair, replace and restore, the Building Encroachment and other Encroachments (as defined in the Deed of Easement) and the utility lines and facilities located in the Existing Easement Area and to enter upon the Existing Easement Area for the purpose of maintaining, repairing, restoring and replacing the improvements and utility lines and facilities located within the Existing Easement Area and to use all roads and drives now or hereafter located on the Vacant Property (or in the absence thereof the unimproved surface of the Vacant Property) for the purpose of access to and from the Existing Easement Area. No structure or other obstruction (including trees and vegetation), shall be erected or installed on or within the Existing Easement Area, or in any other areas on the Vacant Property providing access to the Existing Easement Area, which in the reasonable opinion of the Owner of the Shopping Center Property may interfere with the Owner of the Shopping Center Property's exercise of the rights and privileges granted hereunder. The Owner of the Vacant Property shall, at its sole cost and expense, maintain the Existing Easement Area in a neat and clean condition, including seeding, fertilizing and regularly mowing all lawn areas and keeping all landscaping in good and attractive condition. If the Owner of the Vacant Property fails to install maintain the Existing Easement Area in accordance with this Section 4(k) after written notice from the Owner of the Shopping Center Property of, and specifying the nature of, such failure, Declarant hereby grants and conveys to the Owner of the Shopping Center Property for the benefit of the Shopping Center Property or any portion thereof the perpetual, nonexclusive right and easement to enter upon the Existing Easement Area to maintain the Existing Easement Area. The owner of the Shopping Center Property shall invoice the Owner of the Vacant Property for, and the Owner of the Vacant Property shall be responsible for payment of, one hundred percent (100%) of the costs to maintain the Existing Easement Area. All amounts invoiced by the Owner of the Shopping Center pursuant to this Section 4(k), together with interest at the rate of twelve percent (12%) per annum, compounded monthly, on all amounts not paid within thirty (30) days of being invoiced, and all costs of collection, including reasonable attorneys' fees, shall be a charge and continuing lien upon the Vacant Property as well as the personal obligation of the Owner of the Vacant Property at the time invoiced. All such liens shall be prior to all other liens and encumbrances except (i) the lien for unpaid real estate taxes, and (ii) liens and encumbrances of record at the time of recordation of this Declaration, and may be foreclosed by the Owner of the Shopping Center in the same manner as any mortgage or deed of trust encumbering the Vacant Property.





5. **Zoning.** Notwithstanding the fact that the Township may consider the Properties as a single tract, each Owner shall be required to independently maintain on its Property the requisite number of parking spaces that would be required by the Zoning, if each of the Properties was analyzed independent from the other. To the extent required by the Township or other applicable governmental authority each Owner shall join with the other as a petitioner or applicant whenever required on any applications to obtain approvals and permits, provided that the non-applicant party shall not be obligated to incur any costs, expenses or monetary obligation in connection therewith. Notwithstanding any other provision of this Declaration, all rights and easements granted to the Owner of the Vacant Property shall be exercised, used and enjoyed in such manner and only to the extent that the same do not limit or in any manner restrict any future development, including expansion, of the Shopping Center Property that would otherwise be permitted but for the easements (excluding the Connecting Driveway Easement) granted in this Declaration. If at any time the Owner of the Shopping Center Property proposes to further develop the Shopping Center Property or any portion thereof for non-residential purposes, or expand any improvements now or hereafter existing on the Shopping Center Property, and such non-residential development or expansion is prohibited or restricted as a result of any use of the Shopping Center Property, including, without limitation, the Storm Water System, the water lines and facilities, the sanitary sewer system and the Utility Facilities, by the Owner of the Vacant Property, but excluding the Connecting Driveway Easement, even though permitted under this Declaration, the use of the Shopping Center Property by the Owner of the Vacant Property shall thereafter be limited to such uses as may be made without adversely affecting any such proposed non-residential development or expansion of the Shopping Center Property.

6. **Insurance.** In addition to the insurance required to be maintained by the Owner of the Vacant Property pursuant to Section 4(a), the Owners of each of the Properties shall maintain liability insurance on their respective Properties, naming the other as additional insured, which insures against bodily injury and death and property damage that arises out of or is caused by the use or entry upon the other party's property. Upon the request of the other, each party shall provide evidence to the other that the insurance required herein is in full force and effect. All insurance shall be written on an "occurrence" basis with a financially responsible company licensed to issue such insurance in the Commonwealth of Pennsylvania.

7. **Indemnification.** Each party shall indemnify, defend and hold the other party harmless from any liability, cost or expense incurred by the indemnified party by reason of injury to persons or damage to property arising out of or in connection with the indemnifying party's use or entry upon the Properties under this Declaration, including any liability to tenants, except for such cost or expense caused by the negligence of the indemnified party, its agents, employees or independent contractors.

8. **No Liens.** The Owner of the Vacant Property shall promptly pay all contractors for work performed on the Shopping Center Property and shall promptly discharge any mechanic's liens filed against the Shopping Center Property. If the Owner of the Vacant Property fails to discharge a lien filed in connection with any of the easements granted to the Owner of the Vacant Property pursuant to this Declaration within thirty (30) days after the Owner of the Shopping Center Property receives notice thereof, the Owner of the Shopping Center Property may discharge or bond the same, and the Owner of the Shopping Center Property may recover its costs, with interest at the rate of twelve percent (12%) per annum, from the Owner of the Vacant Property as a result of discharging or bonding such lien.

9. **Notice and Restoration.** Not less than five (5) business days prior to the commencement of any construction or excavation permitted pursuant to this Declaration, the Owner of the Vacant Property shall provide written notice to the Owner of the Shopping Center Property of its intent to commence construction or excavation, which notice shall identify the construction to be performed, including the scope and nature thereof and the identity of the contractors performing such work, and the anticipated commencement and completion dates for such work. In exercising the rights granted pursuant to this Declaration, the Owner of the Vacant Property agrees that it shall use commercially reasonable efforts to avoid causing any damage to, or interference with, any improvements on the Easement Areas and to minimize any disruption or inconvenience to the Owner of the Shopping Center Property and any person who validly occupies the Shopping Center Property. All such





activity shall be subject to the Entry and Activity Conditions set forth in Section 4(a) with respect to the initial construction of the Connecting Driveway. Owner of the Vacant Property covenants and agrees that after any construction work has been completed, Owner of the Vacant Property will, at Owner of the Vacant Property's sole cost and expense, shall promptly remove Owner of the Vacant Property's construction equipment and materials from the Easement Areas and will repair, replace, and restore the Easement Areas to substantially the condition of the Easement Areas prior to the commencement of the construction. The repair, replacement and restoration work includes, without limitation, the repair or replacement of any structures, driveways, fences, landscaping, utility lines or other improvements on the Easement Areas that were damaged, removed or destroyed by Owner of the Vacant Property during the construction and the restoration of the disturbed area.

10. **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of the Overall 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 Declaration.

11. **Use Restriction.** Declarant hereby covenants and agrees for the benefit of the Owner of the Shopping Center Property that, so long as the Shopping Center Property is operated as a retail facility, where not less than seventy percent (70%) of the gross leasable area is used for commercial and/or retail uses, the Vacant Property shall be developed and used solely for residential purposes and shall not be used for commercial and/or retail uses, except such uses that are ancillary to a residential project, such as a management office or newsstand.

12. **Recording.** At the expense of Declarant, this Declaration, together with all Exhibits, shall be recorded in the Office for the Recorder of Deeds of Montgomery County, Pennsylvania.

13. **Governing Law.** This Declaration shall be interpreted and enforced in accordance with the law of the Commonwealth of Pennsylvania.

14. **Notice.** Any notice, report or demand required, permitted or desired to be given under this Declaration shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (1) personally, or (2) by overnight carrier prepaid by the sender, or (3) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given.

15. **Severability.** If any term, condition or provision of this Declaration is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

16. **Headings.** The headings to paragraphs of this Declaration are for convenience only and shall not be used in interpreting this Declaration.

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

18. **Obligation to Run With the Land.** The covenants and obligations of this Declaration shall be covenants running with the land, and the parties hereto agree for themselves and their successors and assigns that in any deed of conveyance of all or any portion thereof to any person, partnership, corporation, or other entity, the said covenants and obligations shall be incorporated therein by reference to this Declaration and the recording hereof as fully as if the same were contained therein.

-SIGNATURE PAGE FOLLOWS-

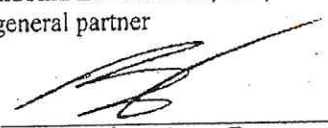


IN WITNESS WHEREOF, and intending to be legally bound hereby, the Declarant has caused this Declaration to be executed and sealed as of the day and year first above written.

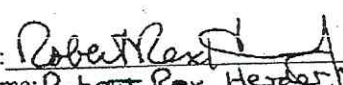
BAEDERWOOD LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: Brandolini Baederwood LP,  
its general partner

By: Brandolini Baederwood, Inc.,  
its general partner

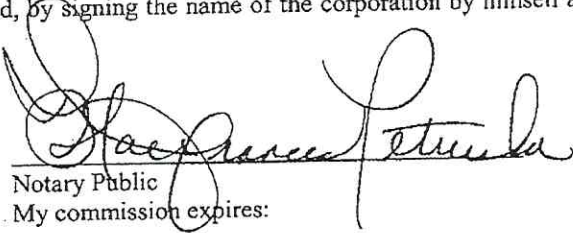
By:   
Name: Frederick Snow  
Title: President

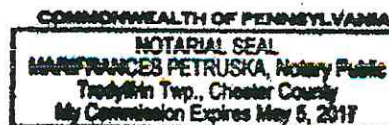
APPROVED BY THE TOWNSHIP OF ABINGTON

By:   
Name: Robert Rex Hender, Jr.  
Title: Solicitor  
Date: 6-25-2013

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY Chester : SS.

On this 25th day of June, 2013, before me, a notary public, personally appeared Frederick Snow who acknowledged himself/herself to be the President of Brandolini Baederwood, Inc., a Pennsylvania corporation, the general partner of Brandolini Baederwood LP, a Pennsylvania limited partnership, the general partner of Baederwood Limited Partnership, a Delaware limited partnership, and that he/she, as such President, and being authorized to do so, executed the foregoing Declaration for the purposes therein contained, by signing the name of the corporation by himself as such officer.

  
Notary Public  
My commission expires:



COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF MONTGOMERY :

On this 25 day of June, 2013, before me, a Notary Public, the undersigned officer, personally appeared **Robert Rex Herder, Jr.**, who acknowledged himself to be the **Solicitor for the Township of Abington**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Megan Hayes  
Notary Public

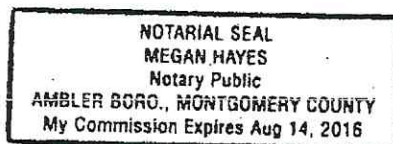




Exhibit "A"  
to Declaration  
Legal Description of  
Shopping Center Property

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FAIRWAY (A.K.A. THE FAIRWAY VALLEY ROAD, 80 FOOT WIDE RIGHT-OF-WAY, LEGALLY OPEN), AT ITS INTERSECTION WITH THE DIVIDING LINE BETWEEN APN #30-00-66636-006, UNIT 1, BLOCK 177, LANDS NOW OR FORMERLY BAEDERWOOD LIMITED PARTNERSHIP AND UNIT 40, BLOCK 177, LANDS NOW OR FORMERLY DONDEL ASSOCIATES, SAID POINT BEING THE FOLLOWING FOUR (4) COURSES AND DISTANCES FROM A POINT OF CURVATURE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD YORK ROAD (A.K.A. ROUTE 611, 100 FOOT WIDE RIGHT-OF-WAY, LEGALLY OPEN):

- A. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, CONNECTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD YORK ROAD WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FAIRWAY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 82 DEGREES 54 MINUTES 43 SECONDS, AN ARC LENGTH OF 130.23 FEET, A CHORD BEARING OF SOUTH 11 DEGREES 40 MINUTES 22 SECONDS EAST, AND A CHORD DISTANCE OF 119.16 FEET TO A POINT OF TANGENCY, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FAIRWAYS:

- B. SOUTH 53 DEGREES 07 MINUTES 43 SECONDS EAST, A DISTANCE OF 397.32 FEET TO A POINT OF CURVATURE, THENCE;
- C. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 56 MINUTES 17 SECONDS, AN ARC LENGTH OF 232.51 FEET, A CHORD BEARING SOUTH 76 DEGREES 05 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 226.34 FEET TO A POINT OF TANGENCY, THENCE;
- D. NORTH 80 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 608.82 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;
1. ALONG THE DIVIDING LINE BETWEEN APN #30-00-66636-006, UNIT 1, BLOCK 177 AND UNIT 40, BLOCK 177, NORTH 09 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 95.00 FEET TO A CONCRETE MONUMENT, THENCE;

01842771.2





THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN APN #30-00-66636-006, UNIT 1, BLOCK 177 AND UNIT 22, BLOCK 177, LANDS NOW OR FORMERLY NOBLE TOWN CENTER ASSOCIATES, INC.:

2. NORTH 80 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.83 FEET TO A RAILROAD SPIKE, THENCE;
3. NORTH 29 DEGREES 34 MINUTES 00 SECONDS EAST, A DISTANCE OF 390.45 FEET TO A POINT, THENCE;
4. ALONG THE COMMON DIVIDING LINE BETWEEN APN #30-00-66636-006, UNIT 1, BLOCK 177 AND APN #30-00-66644-007, UNIT 33, BLOCK 177, LANDS NOW OR FORMERLY BAEDERWOOD LIMITED PARTNERSHIP AND UNIT 34, BLOCK 177, LANDS NOW OR FORMERLY PHILADELPHIA PRESBYTERY HOMES, INC., NORTH 80 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 645.93 FEET TO A MAG NAIL WITH WASHER, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN APN #30-00-66652-008, UNIT 39, BLOCK 177, LANDS NOW OR FORMERLY BAEDERWOOD LIMITED PARTNERSHIP AND UNIT 34, BLOCK 177:

5. NORTH 09 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 7.04 FEET TO A RAILROAD SPIKE, THENCE;
6. NORTH 80 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 166.00 FEET TO A CORNER, THENCE;
7. SOUTH 48 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 524.85 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FAIRWAY, THENCE;
8. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FAIRWAY, SOUTH 80 DEGREES 56 MINUTES 00 SECONDS WEST, A DISTANCE OF 1,400.88 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 455,023 SQUARE FEET OR 10.446 ACRES



Exhibit "B"to DeclarationLegal Description ofVacant Property

BEGINNING AT A COMMON CORNER POINT BETWEEN APN #30-00-66644-007, UNIT 33, BLOCK 177, LANDS NOW OR FORMERLY BAEDERWOOD LIMITED PARTNERSHIP; APN #30-00-66636-006, UNIT 1, BLOCK 177, LANDS NOW OR FORMERLY BAEDERWOOD LIMITED PARTNERSHIP AND UNIT 22, BLOCK 177, LANDS NOW OR FORMERLY NOBLE TOWN CENTER, INC., SAID POINT BEING THE FOLLOWING SEVEN (7) COURSES AND DISTANCES FROM A POINT OF CURVATURE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD YORK ROAD (A.K.A. ROUTE 611, 100 FOOT WIDE RIGHT-OF-WAY, LEGALLY OPEN):

- A. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, CONNECTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD YORK ROAD WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FAIRWAY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 82 DEGREES 54 MINUTES 43 SECONDS, AN ARC LENGTH OF 130.23 FEET, A CHORD BEARING OF SOUTH 11 DEGREES 40 MINUTES 22 SECONDS EAST, AND A CHORD DISTANCE OF 119.16 FEET TO A POINT OF TANGENCY, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE FAIRWAYS:

- B. SOUTH 53 DEGREES 07 MINUTES 43 SECONDS EAST, A DISTANCE OF 397.32 FEET TO A POINT OF CURVATURE, THENCE;
- C. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 56 MINUTES 17 SECONDS, AN ARC LENGTH OF 232.51 FEET, A CHORD BEARING SOUTH 76 DEGREES 05 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 226.34 FEET TO A POINT OF TANGENCY, THENCE;
- D. NORTH 80 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 608.82 FEET TO A POINT, THENCE;
- E. ALONG THE DIVIDING LINE BETWEEN APN #30-00-66636-006, UNIT 1, BLOCK 177 AND UNIT 40, BLOCK 177, NORTH 09 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 95.00 FEET TO A CONCRETE MONUMENT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN APN #30-00-66636-006, UNIT 1, BLOCK 177 AND UNIT 22, BLOCK 177, LANDS NOW OR FORMERLY NOBLE TOWN CENTER ASSOCIATES, INC.:

43842771.3





- F. NORTH 80 DEGREES 56 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.83 FEET TO A RAILROAD SPIKE, THENCE;
- G. NORTH 29 DEGREES 34 MINUTES 00 SECONDS EAST, A DISTANCE OF 390.45 FEET TO THE TRUE POINT AND PLACE OF BEGINNING AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN APN #30-00-66644-007, UNIT 33, BLOCK 177 AND UNIT 22, BLOCK 177, LANDS NOW OR FORMERLY NOBLE TOWN CENTER ASSOCIATES, L.P.:

1. NORTH 29 DEGREES 34 MINUTES 00 SECONDS EAST, A DISTANCE OF 44.92 FEET TO A POINT, THENCE;
2. NORTH 45 DEGREES 47 MINUTES 00 SECONDS WEST, A DISTANCE OF 785.56 FEET TO A POINT, THENCE;
3. ALONG THE COMMON DIVIDING LINE BETWEEN APN #30-00-66644-007, UNIT 33, BLOCK 177 AND OPEN SPACE 'E', UNIT 78, BLOCK 177, UNIT 64, BLOCK 177; UNIT 63, BLOCK 177; UNIT 62, BLOCK 177; UNIT 61, BLOCK 177; UNIT 39, BLOCK 177; UNIT 38, BLOCK 177, LANDS NOW OR FORMERLY PHILADELPHIA PRESBYTERY HOMES, INC.; NORTH 77 DEGREES 46 MINUTES 00 SECONDS EAST, A DISTANCE OF 520.60 FEET TO A CORNER, THENCE;
4. ALONG THE COMMON DIVIDING LINE BETWEEN APN #30-00-66644-007, UNIT 33, BLOCK 177 AND UNIT 38, BLOCK 177; UNIT 37, BLOCK 177, UNIT 36, BLOCK 177, UNIT 35, BLOCK 177, UNIT 34, BLOCK 177, UNIT 33, BLOCK 177, UNIT 32, BLOCK 177, UNIT 31, BLOCK 177, OPEN SPACE 'B', LANDS NOW OR FORMERLY PHILADELPHIA PRESBYTERY HOMES, INC., SOUTH 45 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 792.82 FEET TO A CORNER, THENCE;
5. ALONG THE DIVIDING LINE BETWEEN APN #30-00-66644-007, UNIT 33, BLOCK 177 AND UNIT 34, BLOCK 177, LANDS NOW OR FORMERLY PHILADELPHIA PRESBYTERY HOMES, INC., SOUTH 09 DEGREES 04 MINUTES 00 SECONDS EAST, A DISTANCE OF 57.48 FEET TO A MAG NAIL WITH WASHER, THENCE;
6. ALONG THE DIVIDING LINE BETWEEN APN #30-00-66644-007, UNIT 33, BLOCK 177 AND APN #30-00-66636-006, UNIT 1, BLOCK 177, SOUTH 80 DEGREES 56 MINUTES 00 SECONDS WEST, A DISTANCE OF 551.45 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 366,895 SQUARE FEET OR 8.423 ACRES



Exhibit "C" to Declaration

Easement Plan



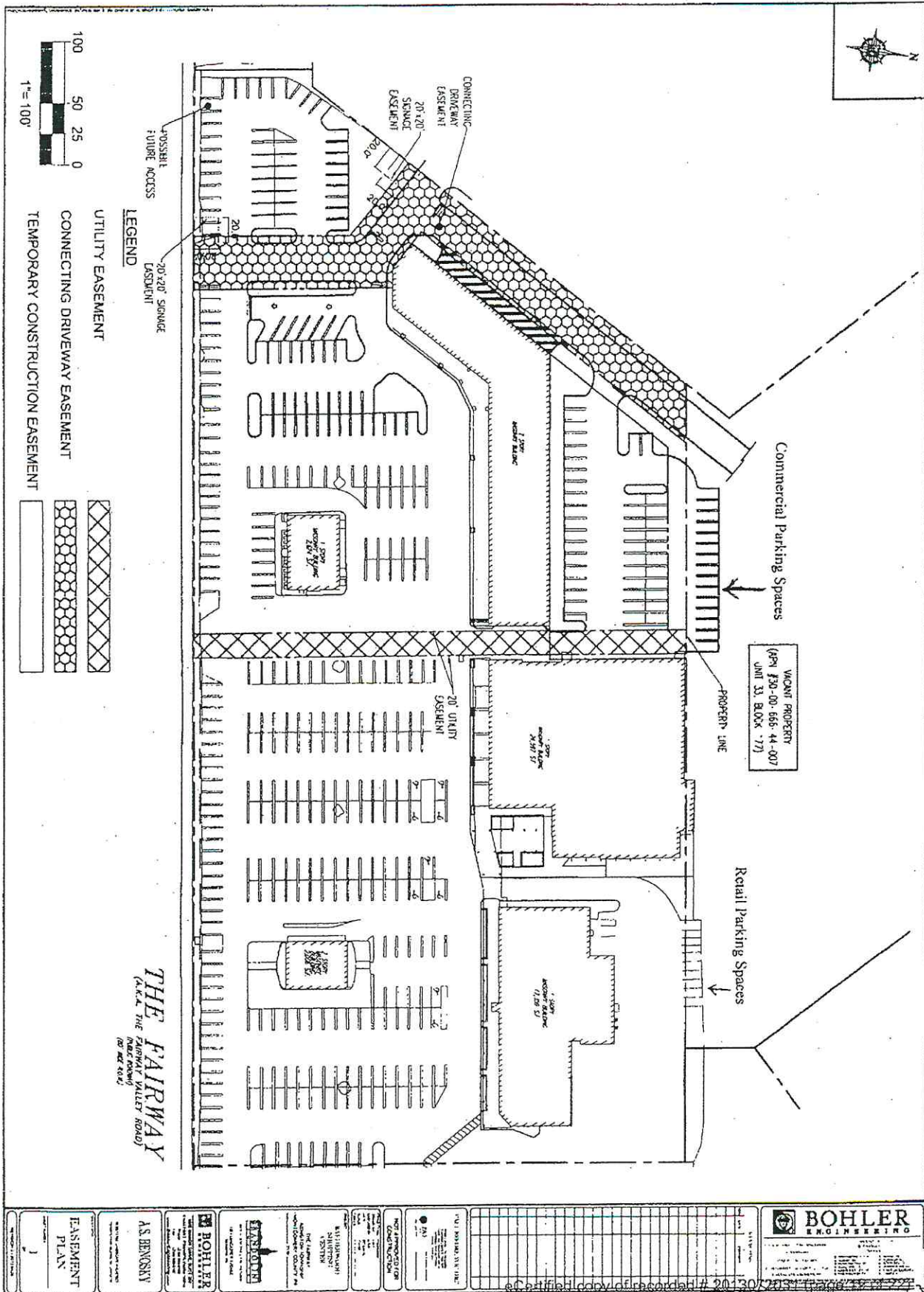
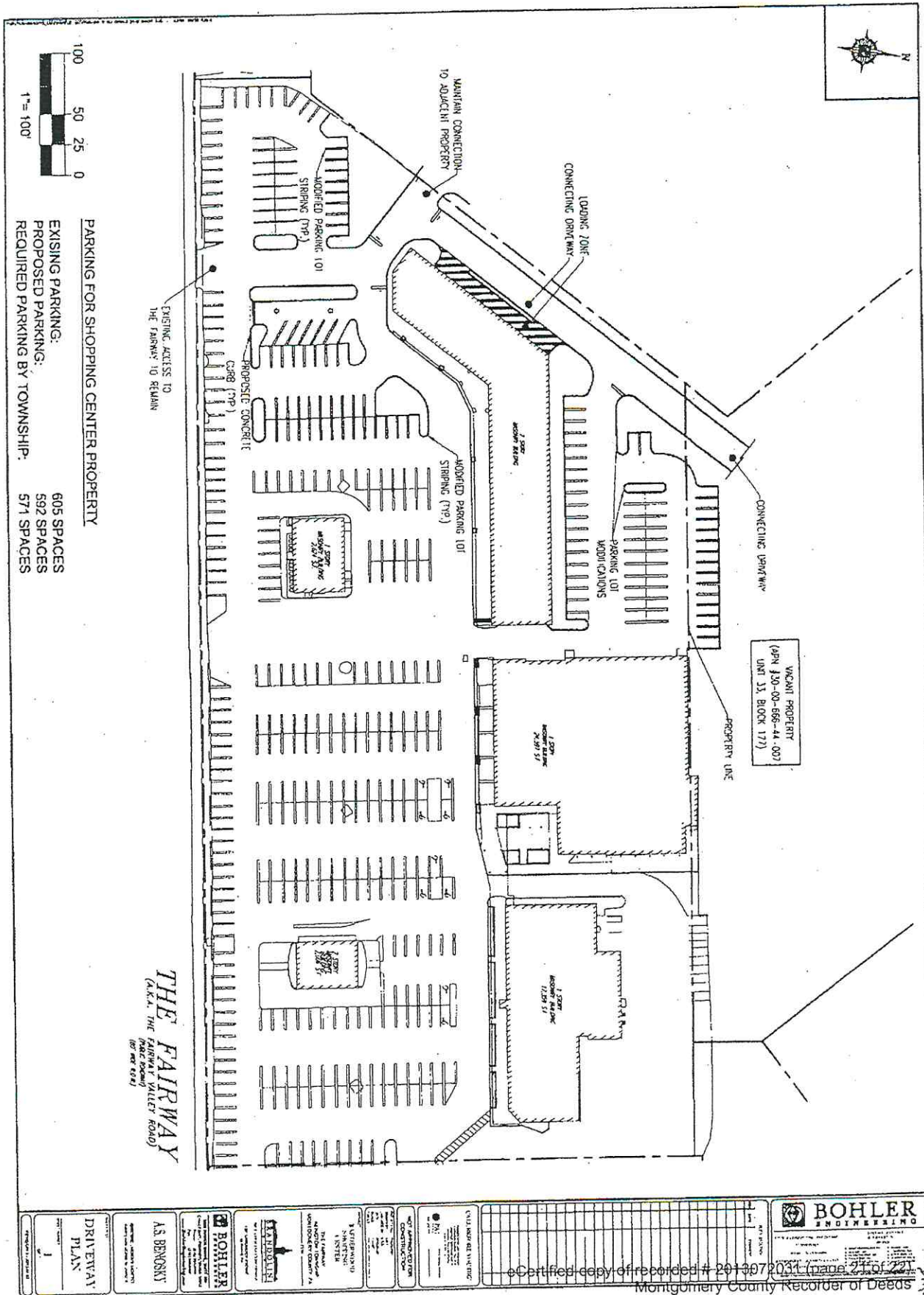


Exhibit "D" to Declaration

Driveway Plan







**Exhibit "E" to Declaration****Minimum Insurance Coverages**

Commercial General Liability insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for any injury or death and not less than \$1,000,000 per occurrence for damage to the Shopping Center Property (including loss of use) and containing a cross liability provision

Commercial Automobile Liability insurance (including non-owned and hired liability) in the amount of not less than \$1,000,000 combined single limit,

Workers Compensation insurance with statutory limits for its activities on the Shopping Center Property and covering any accident arising in connection with the presence of the Owner of the Vacant Property, its contractors, agents and representatives on the Shopping Center Property

The Owner of the Vacant Property and its contractors, agents and representatives shall name the Owner of the Shopping Center Property and its management company as additional insureds with respect to the Commercial General Liability and Commercial Automobile Liability policies.

All policies provided by the Owner of the Vacant Property and its contractors, agents and representatives shall be primary and noncontributing with any other insurance available to the Owner of the Shopping Center Property.





**EXHIBIT "B"**

11.061-1

LAW OFFICES

**BRESNAN & HERDER**

311 LINDENWOLD AVENUE  
AMBLER, PA 19002

(215) 646-4440  
FAX (215) 641-9563

JUN 26 2013

R. REX HERDER, JR.  
JOSEPH E. BRESNAN

June 11, 2013

Marc B. Kaplin, Esquire  
Kaplin, Stewart & Associates  
Union Meeting Corporate Center  
910 Harvest Drive, P.O. Box 3037  
Blue Bell, PA 19422-0765

Re: **Baederwood Limited Partnership; Declaration of Easements**

Dear Mr. Kaplin:

This will acknowledge receipt of the Declaration of Easements document you provided in connection with the anticipated sale of the 10.5 acre Shopping Center Property (as that term is defined in the Declaration) to an institutional shopping center owner. I understand that your client, Baederwood Limited Partnership will retain ownership of the undeveloped 8.4 acre parcel at the rear of the Shopping Center Property for future development as a multi-family complex or other use consistent with the applicable zoning regulations.

I further understand that the Declaration of Easements you provided is intended to satisfy the requirements of section 504.6.P of the Abington Township Zoning Ordinance. I have reviewed the Declaration of Easements and find that it satisfies the requirements of section 504.6.P of the Zoning Ordinance.

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

Very truly yours,



R. Rex Herder, Jr.

RRHjr/hms

cc: Larry Matteo, Director of Code Enforcement



**EXHIBIT "C"**

**BOHLER ENGINEERING**

1000 MARKET STREET, SUITE 200  
PHILADELPHIA, PA 19102  
TEL: 215-592-1234  
FAX: 215-592-1235  
WWW.BOHLER-PA.COM

**REVISIONS**

NO.	DATE	DESCRIPTION
1	01/15/14	ISSUED FOR PERMIT
2	02/10/14	REVISIONS TO PERMIT
3	03/05/14	REVISIONS TO PERMIT
4	04/01/14	REVISIONS TO PERMIT
5	05/01/14	REVISIONS TO PERMIT
6	06/01/14	REVISIONS TO PERMIT
7	07/01/14	REVISIONS TO PERMIT
8	08/01/14	REVISIONS TO PERMIT
9	09/01/14	REVISIONS TO PERMIT
10	10/01/14	REVISIONS TO PERMIT
11	11/01/14	REVISIONS TO PERMIT
12	12/01/14	REVISIONS TO PERMIT

**CALL BEFORE YOU DIG**

800-4-A-DIG

PAI

**NOT APPROVED FOR CONSTRUCTION**

PROVIDED BY: BOHLER ENGINEERING

DATE: 01/15/14

PROJECT: BAEDERWOOD RESIDENTIAL PARTNERS, L.P.

1301 LANCASTER AVENUE, SUITE 200  
PHILADELPHIA, PA 19102

**CONDITIONAL USE PLANS FOR REDSTONE AT BAEDERWOOD**

THE FAIRWAY  
MONTGOMERY COUNTY, PA

**BOHLER ENGINEERING**

1000 MARKET STREET, SUITE 200  
PHILADELPHIA, PA 19102  
TEL: 215-592-1234  
FAX: 215-592-1235  
WWW.BOHLER-PA.COM

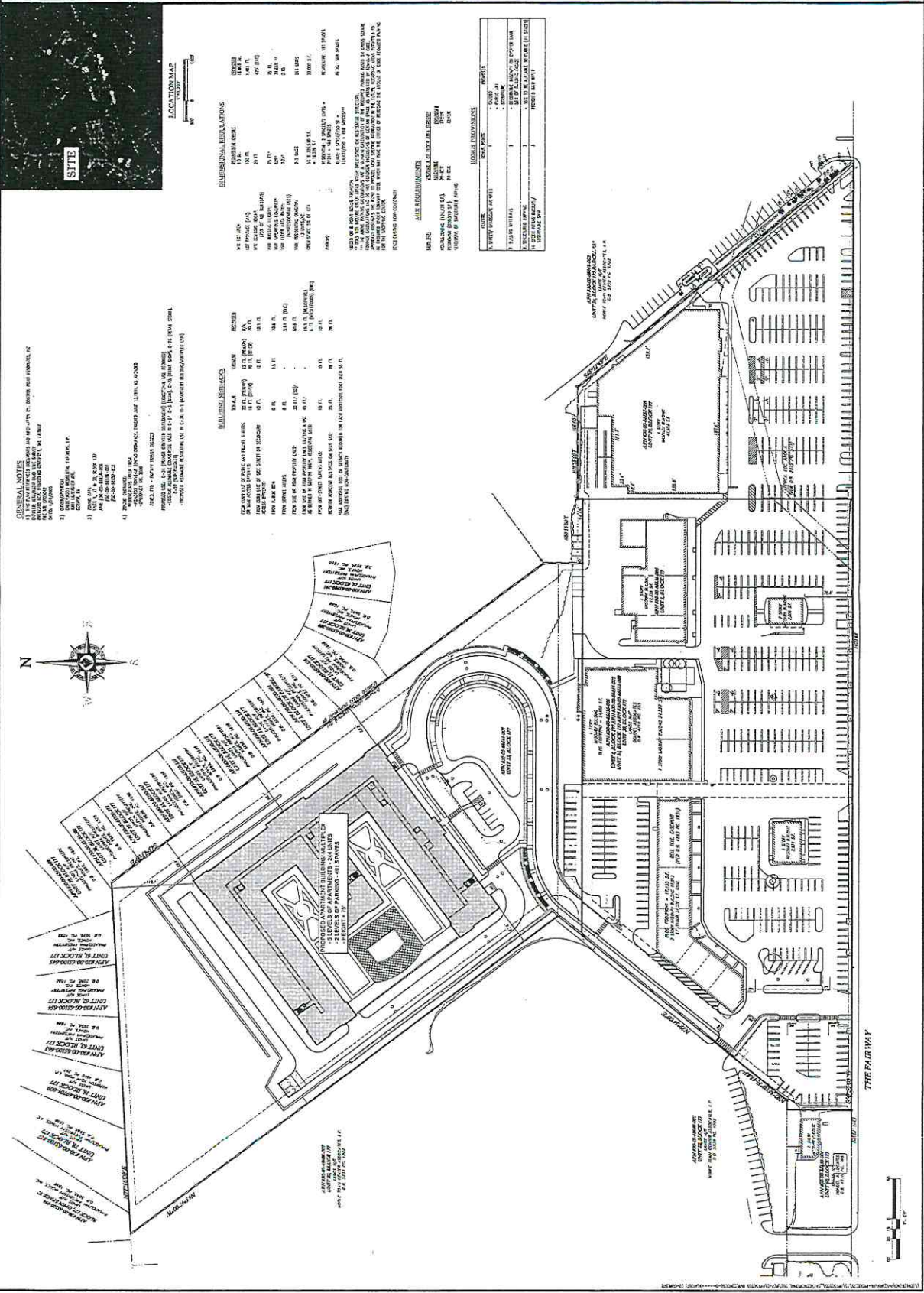
**AS BENOSKY**

1000 MARKET STREET, SUITE 200  
PHILADELPHIA, PA 19102  
TEL: 215-592-1234  
FAX: 215-592-1235  
WWW.BENOSKY-PA.COM

**OVERALL SITE PLAN**

SHEET NUMBER: 2 OF 21

REVISION: 1.2



**GENERAL NOTES**

1. THE SITE PLAN IS BASED ON THE 2011 AERIAL PHOTOGRAPHY AND THE 2011 SURVEY DATA.
2. THE SITE PLAN IS BASED ON THE 2011 AERIAL PHOTOGRAPHY AND THE 2011 SURVEY DATA.
3. THE SITE PLAN IS BASED ON THE 2011 AERIAL PHOTOGRAPHY AND THE 2011 SURVEY DATA.
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12. THE SITE PLAN IS BASED ON THE 2011 AERIAL PHOTOGRAPHY AND THE 2011 SURVEY DATA.
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19. THE SITE PLAN IS BASED ON THE 2011 AERIAL PHOTOGRAPHY AND THE 2011 SURVEY DATA.
20. THE SITE PLAN IS BASED ON THE 2011 AERIAL PHOTOGRAPHY AND THE 2011 SURVEY DATA.

**EXISTING UTILITIES**

TYPE	LOCATION	DEPTH	DIAMETER	STATUS
WATER	10' N. OF LOT 1	18" D.	18"	EXISTING
SEWER	10' N. OF LOT 1	18" D.	18"	EXISTING
ELECTRIC	10' N. OF LOT 1	18" D.	18"	EXISTING
TELEPHONE	10' N. OF LOT 1	18" D.	18"	EXISTING
CABLE	10' N. OF LOT 1	18" D.	18"	EXISTING
WATER	10' N. OF LOT 1	18" D.	18"	EXISTING
SEWER	10' N. OF LOT 1	18" D.	18"	EXISTING
ELECTRIC	10' N. OF LOT 1	18" D.	18"	EXISTING
TELEPHONE	10' N. OF LOT 1	18" D.	18"	EXISTING
CABLE	10' N. OF LOT 1	18" D.	18"	EXISTING

**PROPOSED UTILITIES**

TYPE	LOCATION	DEPTH	DIAMETER	STATUS
WATER	10' N. OF LOT 1	18" D.	18"	PROPOSED
SEWER	10' N. OF LOT 1	18" D.	18"	PROPOSED
ELECTRIC	10' N. OF LOT 1	18" D.	18"	PROPOSED
TELEPHONE	10' N. OF LOT 1	18" D.	18"	PROPOSED
CABLE	10' N. OF LOT 1	18" D.	18"	PROPOSED
WATER	10' N. OF LOT 1	18" D.	18"	PROPOSED
SEWER	10' N. OF LOT 1	18" D.	18"	PROPOSED
ELECTRIC	10' N. OF LOT 1	18" D.	18"	PROPOSED
TELEPHONE	10' N. OF LOT 1	18" D.	18"	PROPOSED
CABLE	10' N. OF LOT 1	18" D.	18"	PROPOSED

**PROPOSED UTILITIES**

TYPE	LOCATION	DEPTH	DIAMETER	STATUS
WATER	10' N. OF LOT 1	18" D.	18"	PROPOSED
SEWER	10' N. OF LOT 1	18" D.	18"	PROPOSED
ELECTRIC	10' N. OF LOT 1	18" D.	18"	PROPOSED
TELEPHONE	10' N. OF LOT 1	18" D.	18"	PROPOSED
CABLE	10' N. OF LOT 1	18" D.	18"	PROPOSED
WATER	10' N. OF LOT 1	18" D.	18"	PROPOSED
SEWER	10' N. OF LOT 1	18" D.	18"	PROPOSED
ELECTRIC	10' N. OF LOT 1	18" D.	18"	PROPOSED
TELEPHONE	10' N. OF LOT 1	18" D.	18"	PROPOSED
CABLE	10' N. OF LOT 1	18" D.	18"	PROPOSED



**BOHLER**  
ARCHITECTS

1301 LANCASTER AVENUE  
BERWYN, PA 19004  
PH: 610.381.1000  
WWW.BOHLERARCHITECTS.COM

**REVISIONS**

NO.	DATE	REVISION
1	01/15/17	PER COMMENTS

**CALL BEFORE YOU DIG**

1-800-4-A-DAWG  
PA  
1-800-4-A-DAWG

**NOT APPROVED FOR CONSTRUCTION**

PROJECT: REDSTONE  
SHEET: 01  
SCALE: 1/8" = 1'-0"  
DATE: 01/15/17

**CONDITIONAL USE PLANS FOR REDSTONE AT BAEDERWOOD**

THE FARWAY  
BERWYN TOWNSHIP  
MONTGOMERY COUNTY, PA  
BAEDERWOOD  
RESIDENTIAL  
PARTNERS, L.P.  
1301 LANCASTER AVENUE  
BERWYN, PA

**BOHLER**  
ARCHITECTS

1301 LANCASTER AVENUE  
BERWYN, PA 19004  
PH: 610.381.1000  
WWW.BOHLERARCHITECTS.COM

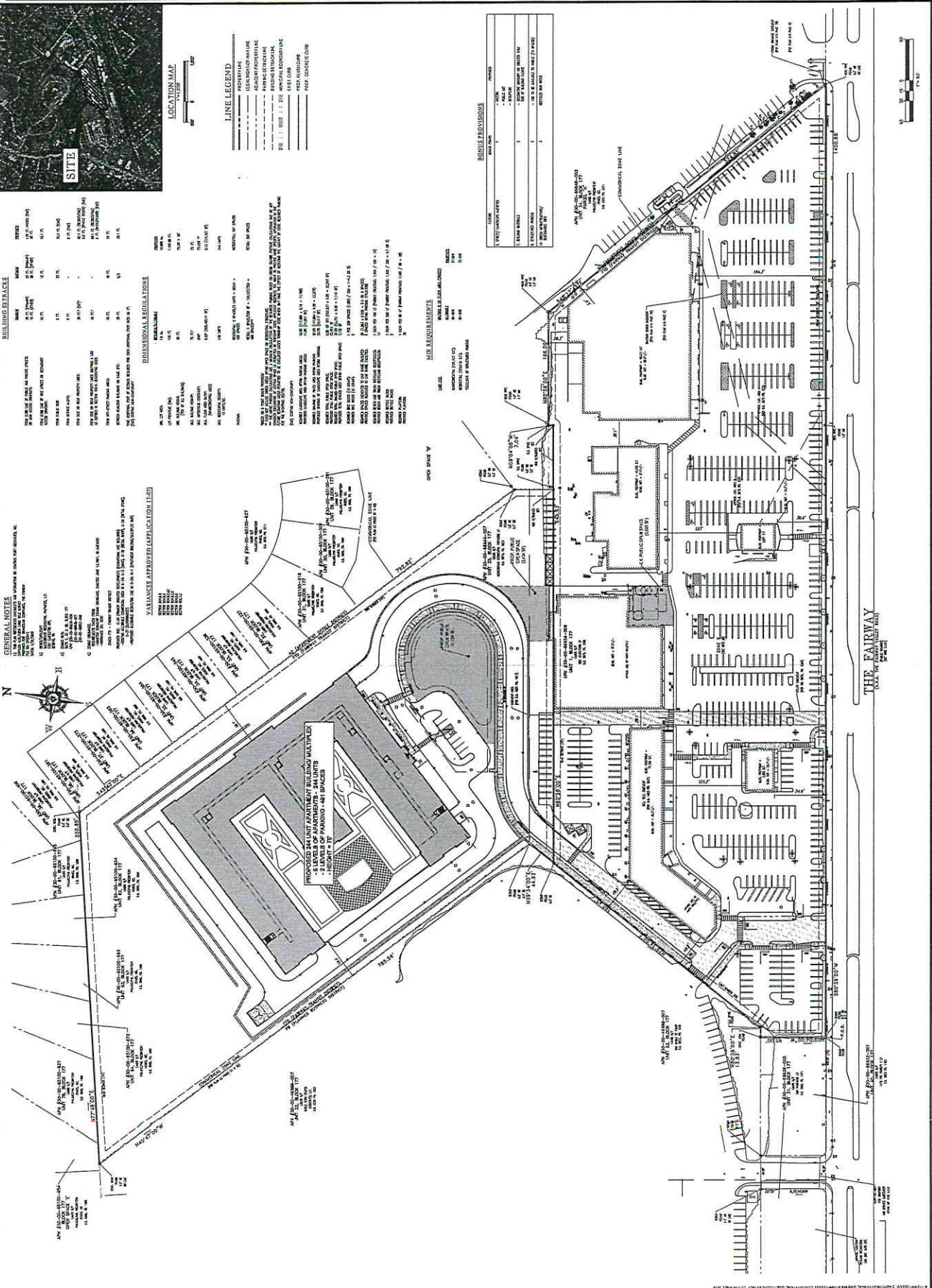
**AS. BENOSKY**

REGISTERED LANDSCAPE ARCHITECT  
MONTGOMERY COUNTY, PA

**OVERALL SITE PLAN**

2  
OF 37

REVISION: 1.1



# **GENERAL NOTES**

## **MINIMUM SETBACKS**

## **MINIMUM REQUIREMENTS**

## **MINIMUM REQUIREMENTS**

## **MINIMUM REQUIREMENTS**

## **MINIMUM REQUIREMENTS**

## **MINIMUM REQUIREMENTS**

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## **MINIMUM REQUIREMENTS**

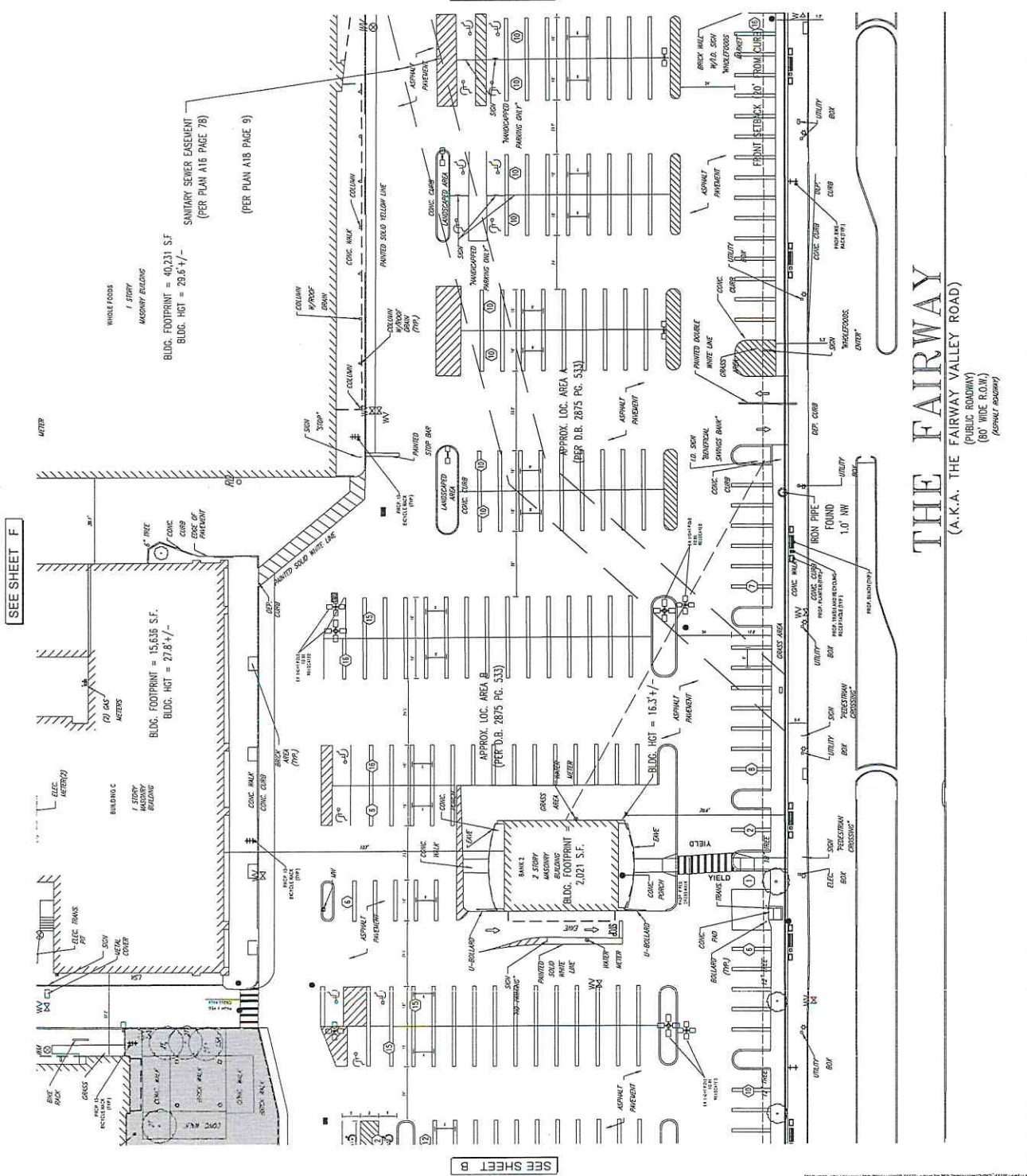
## **MINIMUM REQUIREMENTS**













[illegible]

**BOHLER ENGINEERING**

1000 N. 10TH ST. SUITE 200  
 DENVER, CO 80202  
 (303) 733-1111  
 www.bohler-engineering.com

BOHLER ENGINEERING IS AN EQUAL OPPORTUNITY EMPLOYER. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, SEX, OR DISABILITY.

REV	DATE	BY	CHKD	DESCRIPTION
1	12/04	JB	JB	FOR COMMENTS

**CALL BEFORE YOU DIG**

800-4-A-DAIRY  
 1-800-4-A-DAIRY  
 1-800-4-A-DAIRY

**NOT APPROVED FOR CONSTRUCTION**

PROFESSIONAL SEAL  
 BOHLER ENGINEERING  
 1000 N. 10TH ST. SUITE 200  
 DENVER, CO 80202  
 (303) 733-1111  
 www.bohler-engineering.com

**CONDITIONAL USE PLANS FOR REDSTONE AT BAEDERWOOD**

THE FAIRWAY  
 ABBINGTON TOWNSHIP  
 MONTEGOMERY COUNTY, PA  
 BAEDERWOOD  
 RESIDENTIAL  
 PARTNERS, L.P.  
 1301 LANGCASTER AVENUE  
 BERTWYN, PA

**BOHLER ENGINEERING**

1000 N. 10TH ST. SUITE 200  
 DENVER, CO 80202  
 (303) 733-1111  
 www.bohler-engineering.com

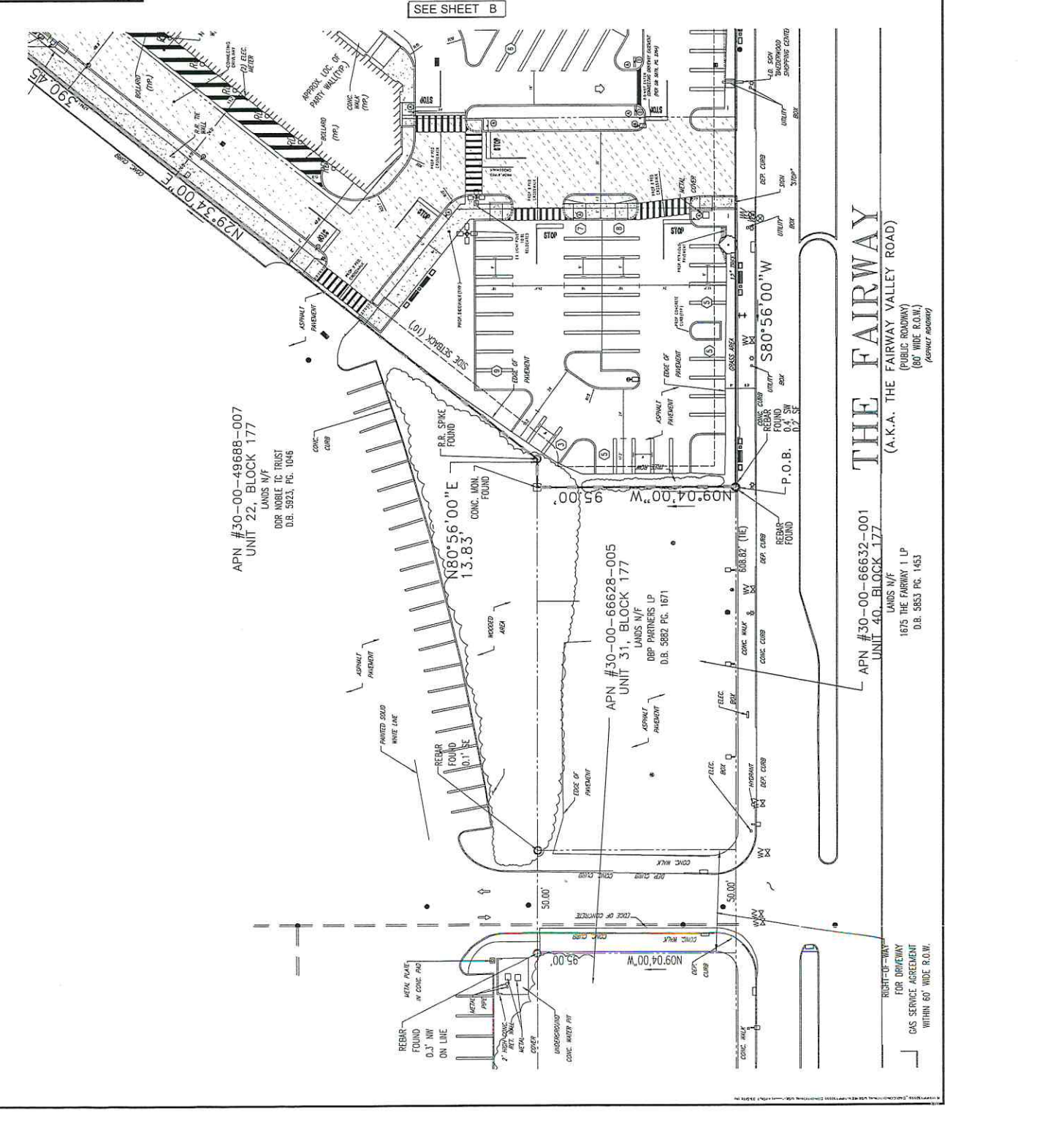
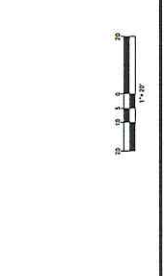
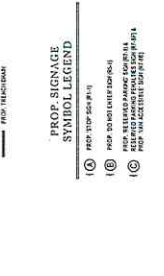
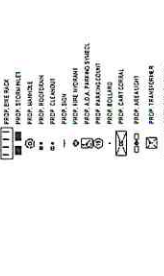
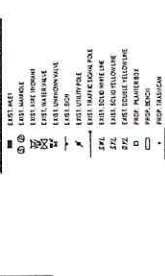
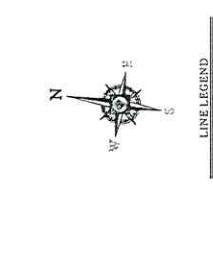
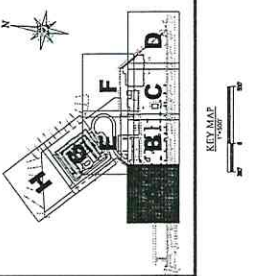
**A.S. BEVOSKY**

REGISTERED LANDSCAPE ARCHITECT  
 PROFESSIONAL LICENSE NO. 14517

**SITE PLAN (A)**

SHEET NUMBER 3 OF 31

REVISION - 1







**BOHLER ENGINEERING**  
 1111 CRYSTAL CITY CENTER, SUITE 1000  
 PHILADELPHIA, PA 19104  
 (215) 581-1111  
 www.bohlerengineering.com

REV	DATE	DESCRIPTION
1	01/15/14	PHILADELPHIA HOUSES, D.B. 5688, UNIT 37

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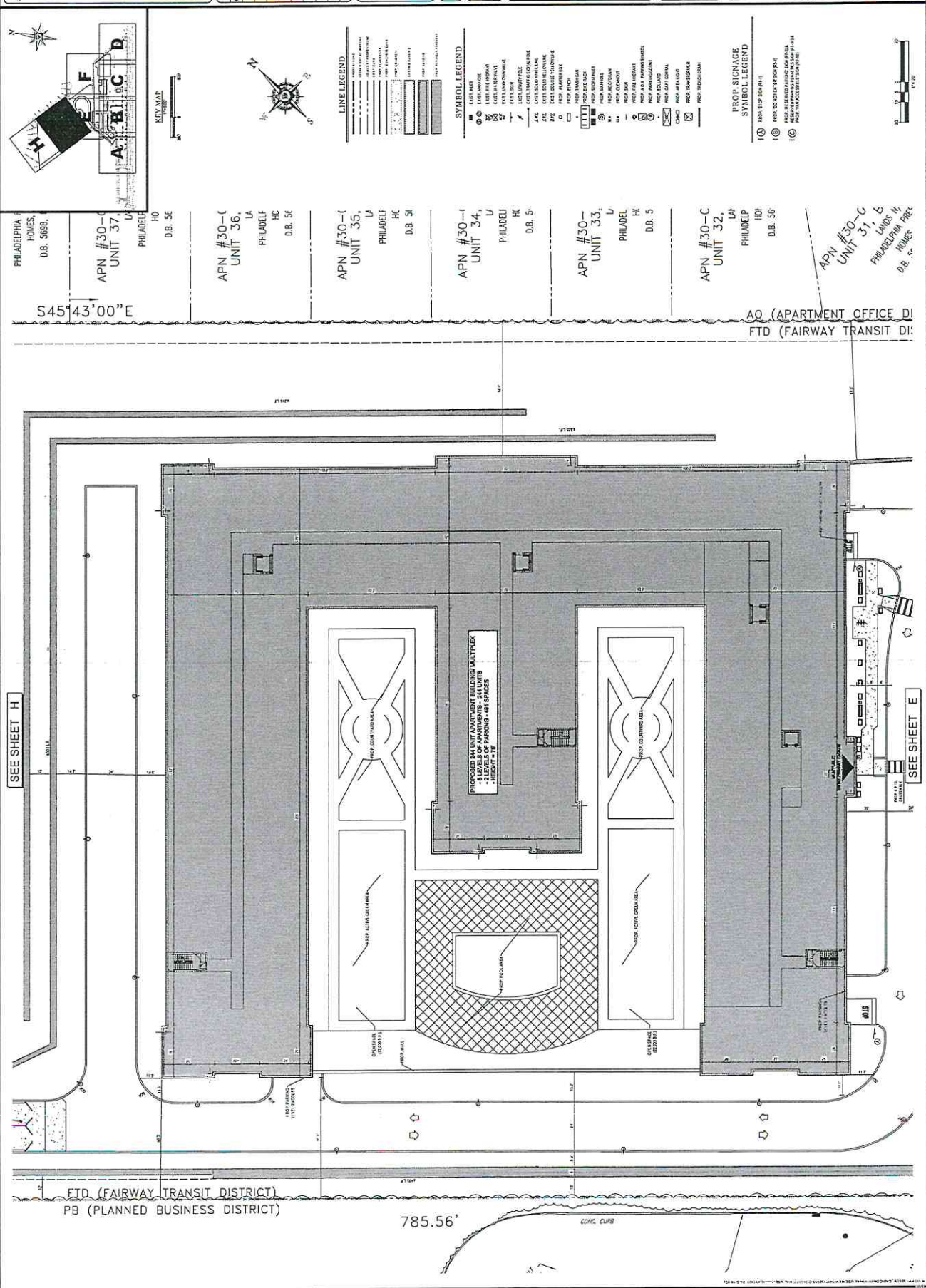
**NOT APPROVED FOR CONSTRUCTION**

**CONDITIONAL USE PLANS FOR REDSTONE AT BAEDERWOOD**  
 THE FAIRWAY  
 ABERGLEN TOWNSHIP  
 MONROE COUNTY, PA  
 BAEDERWOOD  
 RESIDENTIAL  
 PARTNERS, L.P.  
 1301 LANCASTER AVENUE  
 BETHLEHEM, PA

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**SITE PLAN (G)**  
 SHEET NUMBER 9 OF 37  
 REVISION: 1















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RJALLI RGE PF10533  
RANNUY RDE  
RECHLOBY ASD  
DATE: 01/05/2016  
CALE: 1'407  
PRINTESS COMMONS USE

CONDITIONAL USE  
PLANS FOR REDSTONE  
AT BAEDERWOOD

FOR  
THE FAIRWAY  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY, PA

BAEDERWOOD  
RESIDENTIAL  
PARTNERS, L.P.

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BERMUNG, PA

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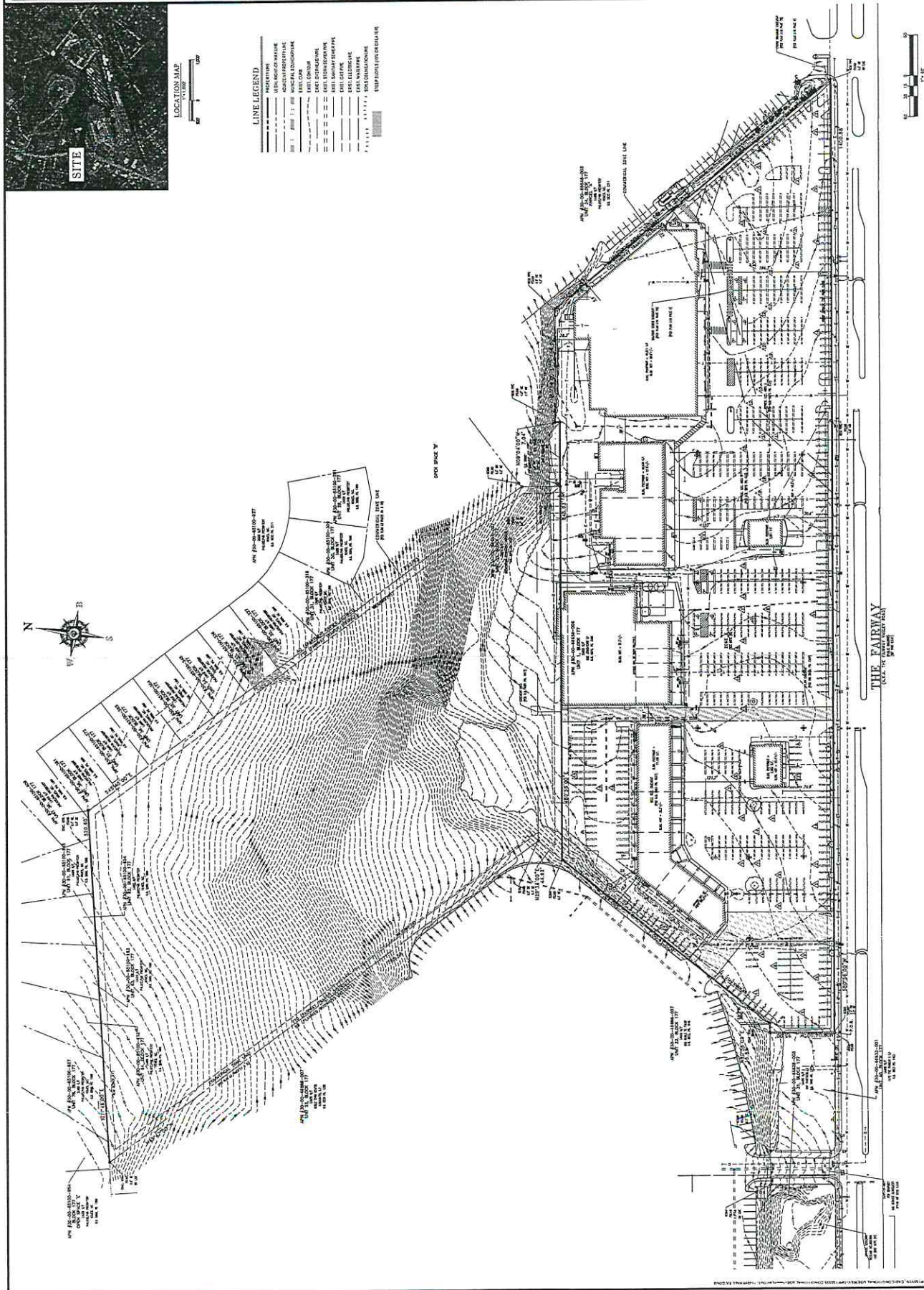
Phone: (215) 915-9100  
Fax: (215) 915-9102

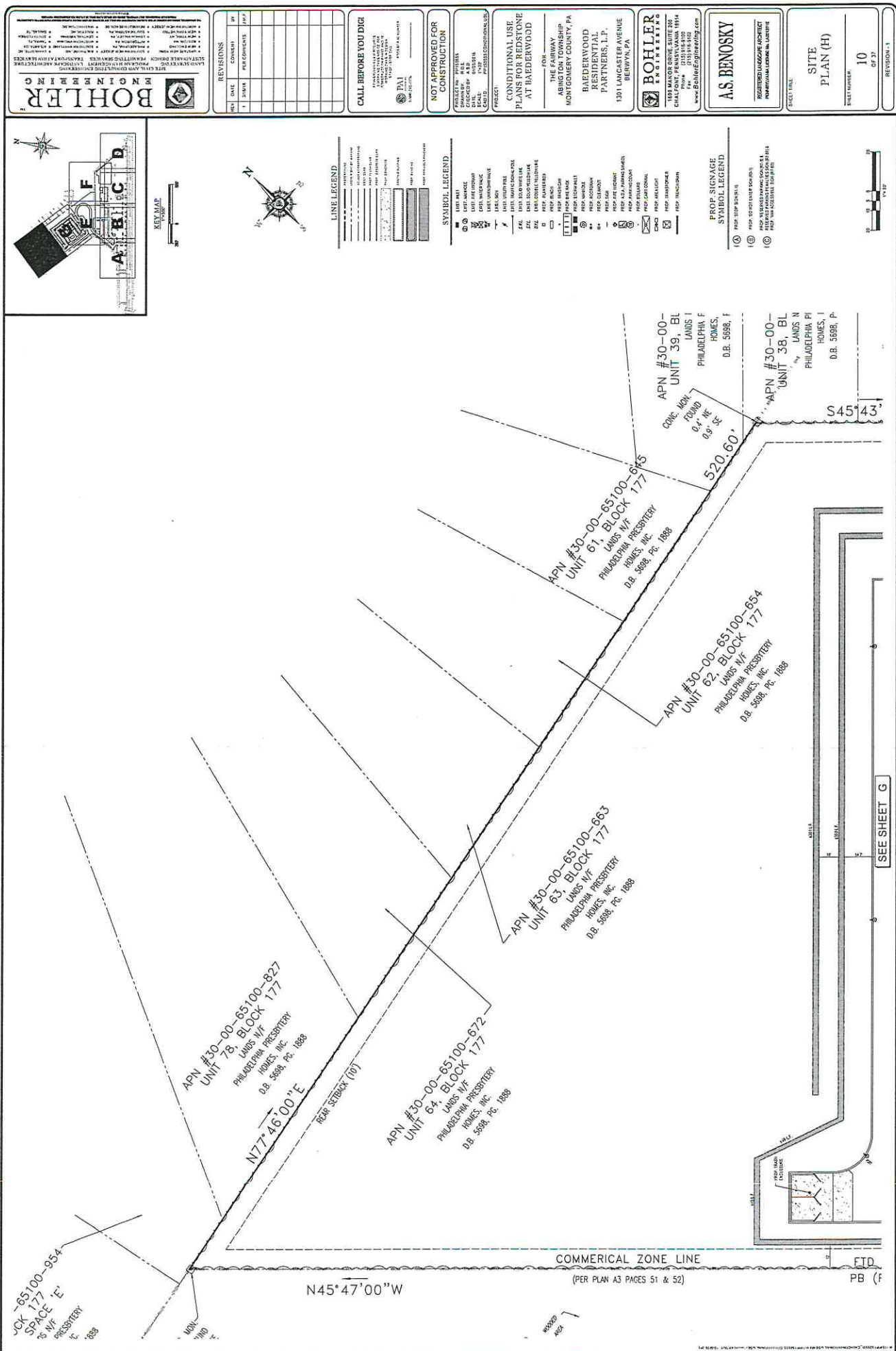
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PENNSYLVANIA LICENSE NO. 00001716

OVERALL  
EXISTING  
CONDITIONS &  
DEMOLITION PLAN

11  
OF 37



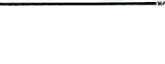




SHEET TITLE  
**EXISTING  
 CONDITIONS &  
 DEMOLITION  
 PLAN (B)**

SHEET NUMBER  
**13**  
 OF 37

REVISION: 1





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 FAX: (610) 363-1001  
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1	01/27/11	JP	JP	PRELIMINARY
2	01/27/11	JP	JP	REVISED

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PA 101

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PROPOSED PROJECT: 1500 MANOR DRIVE, SUITE 200, BERWYN, PA 19312

**CONDITIONAL USE PLANS FOR REDSTONE AT BAEDERWOOD**

FOR THE FAIRWAY

ABINGTON TOWNSHIP  
 MONTGOMERY COUNTY, PA  
 BAEDERWOOD  
 RESIDENTIAL  
 PARTNERS, L.P.  
 1301 LANCASTER AVENUE  
 BERWYN, PA

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 WWW.BOHLENGINEERING.COM

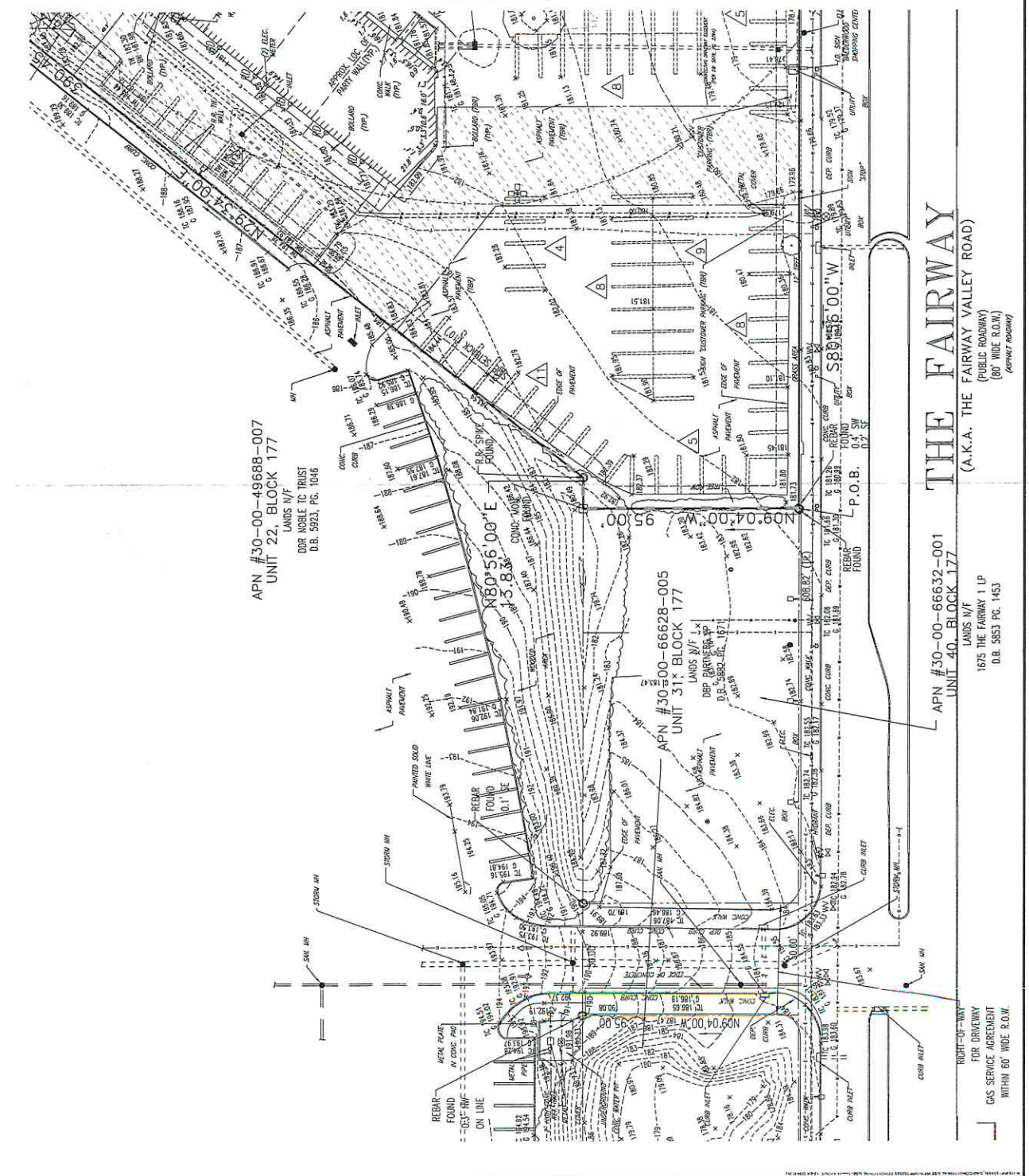
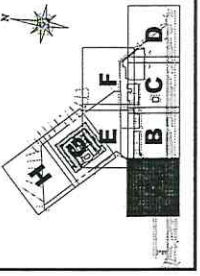
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 PENNSYLVANIA LICENSE NO. 1000000000

**EXISTING CONDITIONS & DEMOLITION PLAN (A)**

SHEET NUMBER: 12

REVISION: 11



**THE FAIRWAY**

(A.K.A. THE FAIRWAY VALLEY ROAD)

(PUBLIC ROADWAY)  
 (80' WIDE R.O.W.)  
 (ASPHALT PAVING)

APN #30-00-49688-007  
 UNIT 22, BLOCK 177

LANDS N/F  
 DOR NOBLE TO TRUST  
 O.B. 5823 PG. 1046

APN #30-00-66628-005  
 UNIT 31, BLOCK 177

LANDS N/F  
 DOR BARRETT TO TRUST  
 O.B. 5853 PG. 1453

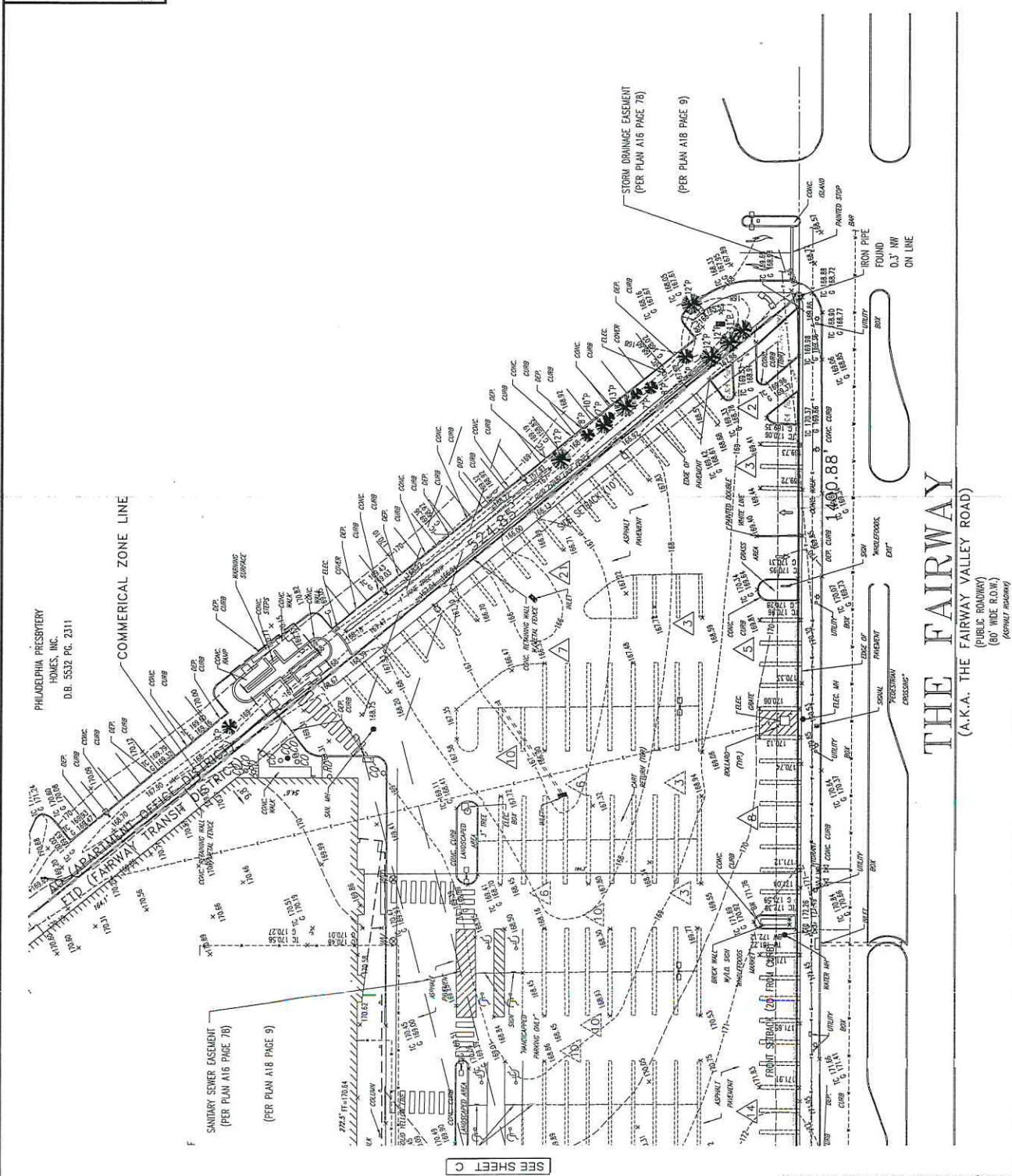
APN #30-00-66632-001  
 UNIT 40, BLOCK 177

LANDS N/F  
 1675 THE FAIRWAY 1 LP  
 O.B. 5853 PG. 1453

RIGHT-OF-WAY  
 FOR DRIVEWAY  
 GAS SERVICE AGREEMENT  
 WITHIN 60' WIDE R.O.W.



The diagram illustrates a composite map. It features a rectangular map with sections labeled A, B, and C. To its left is a tilted map with sections labeled D, E, F, G, and H. A compass rose is positioned at the top left, indicating North (N). A scale bar at the bottom right shows distances in miles (0, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100) and kilometers (0, 10, 20, 30, 40, 50, 60, 70, 80, 90, 100).



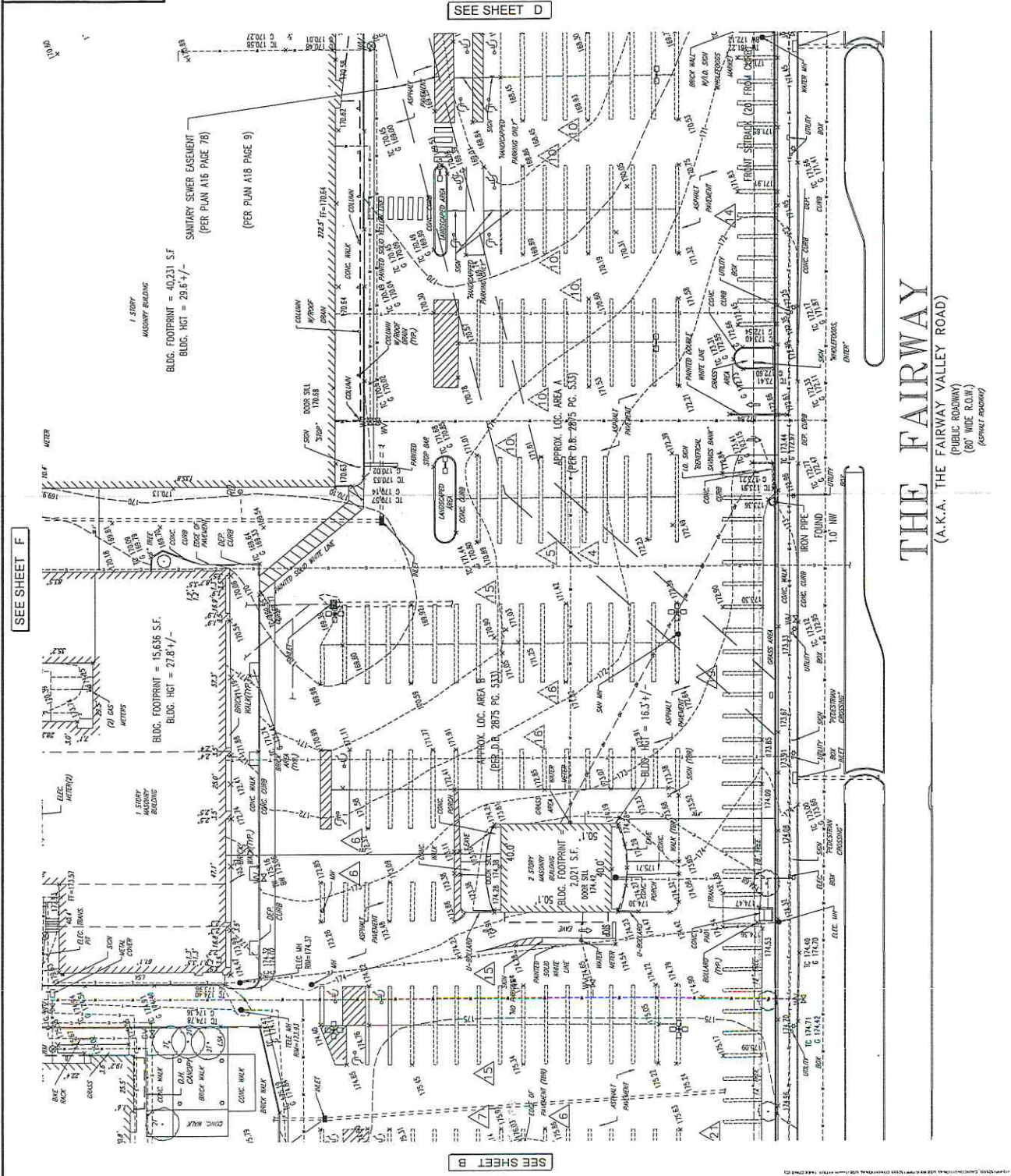


**KEY MAP**

0 50 100 FEET

**LINE LEGEND**

SYMBOL	DESCRIPTION
—	PROPERTY LINE
—	EXISTING WALL
—	EXISTING DOOR
—	EXISTING WINDOW
—	EXISTING ROOF
—	EXISTING FLOOR
—	EXISTING CEILING
—	EXISTING FURNITURE
—	EXISTING EQUIPMENT
—	EXISTING UTILITY
—	EXISTING STRUCTURE
—	EXISTING FENCE
—	EXISTING DRIVE
—	EXISTING PATH
—	EXISTING RAILROAD
—	EXISTING AIRPORT
—	EXISTING WATERWAY
—	EXISTING POWER LINE
—	EXISTING TELEPHONE LINE
—	EXISTING CABLE
—	EXISTING FISHING
—	EXISTING HUNTING
—	EXISTING RECREATION
—	EXISTING LANDSCAPE
—	EXISTING GARDEN
—	EXISTING PARK
—	EXISTING TRAIL
—	EXISTING ROAD
—	EXISTING HIGHWAY
—	EXISTING BRIDGE
—	EXISTING TUNNEL
—	EXISTING UNDERPASS
—	EXISTING OVERPASS
—	EXISTING RAMP
—	EXISTING ESCALATOR
—	EXISTING STAIR
—	EXISTING ELEVATOR
—	EXISTING MECHANICAL
—	EXISTING ELECTRICAL
—	EXISTING PLUMBING
—	EXISTING HEATING
—	EXISTING COOLING
—	EXISTING VENTILATION
—	EXISTING EXHAUST
—	EXISTING INTAKE
—	EXISTING OUTLET
—	EXISTING DRAIN
—	EXISTING SANITARY
—	EXISTING WASTE
—	EXISTING SEWER
—	EXISTING WATER
—	EXISTING GAS
—	EXISTING OIL
—	EXISTING FUEL
—	EXISTING STORAGE
—	EXISTING TRANSPORT
—	EXISTING COMMUNICATION
—	EXISTING SECURITY
—	EXISTING DEFENSE
—	EXISTING AERIAL
—	EXISTING SPACE
—	EXISTING TIME
—	EXISTING VALUE
—	EXISTING WEIGHT
—	EXISTING LENGTH
—	EXISTING AREA
—	EXISTING VOLUME
—	EXISTING MASS
—	EXISTING ENERGY
—	EXISTING POWER
—	EXISTING FORCE
—	EXISTING PRESSURE
—	EXISTING TEMPERATURE
—	EXISTING HUMIDITY
—	EXISTING WIND
—	EXISTING CLOUD
—	EXISTING PRECIPITATION
—	EXISTING RAIN
—	EXISTING SNOW
—	EXISTING HAIL
—	EXISTING Sleet
—	EXISTING Frost
—	EXISTING Ice
—	EXISTING Snowmelt
—	EXISTING Rainmelt
—	EXISTING Sleetmelt
—	EXISTING Hailmelt
—	EXISTING Snowfall
—	EXISTING Rainfall
—	EXISTING Sleetfall
—	EXISTING Hailfall
—	EXISTING Snowdrift
—	EXISTING Raindrift
—	EXISTING Sleetdrift
—	EXISTING Haildrift
—	EXISTING Snowbank
—	EXISTING Rainbank
—	EXISTING Sleetbank
—	EXISTING Hailbank
—	EXISTING Snowfield
—	EXISTING Rainfield
—	EXISTING Sleetfield
—	EXISTING Hailfield
—	EXISTING Snowcover
—	EXISTING Raincover
—	EXISTING Sleetcover
—	EXISTING Hailcover
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—	EXISTING Rainmelt
—	EXISTING Sleetmelt
—	EXISTING Hailmelt
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—	EXISTING Hailcover
—	EXISTING Snowmelt
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—	EXISTING Sleetmelt
—	EXISTING Hailmelt
—	EXISTING Snowfall
—	EXIST









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CONSTRUCTION

PROJECT NO.: PP100355  
DRAWN BY: RDC  
CHECKED BY: ASB  
DATE: 01/21/2016  
SCALE: 1"=20'  
CAD ID: PP100355 CONDITIONAL USE

PROJECT: **CONDITIONAL USE  
PLANS FOR REDSTONE  
AT BAEDERWOOD**

---

**FOR**

**THE FAIRWAY  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY, PA**

**BAEDERWOOD  
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PARTNERS, L.P.**

**1301 LANCASTER AVENUE  
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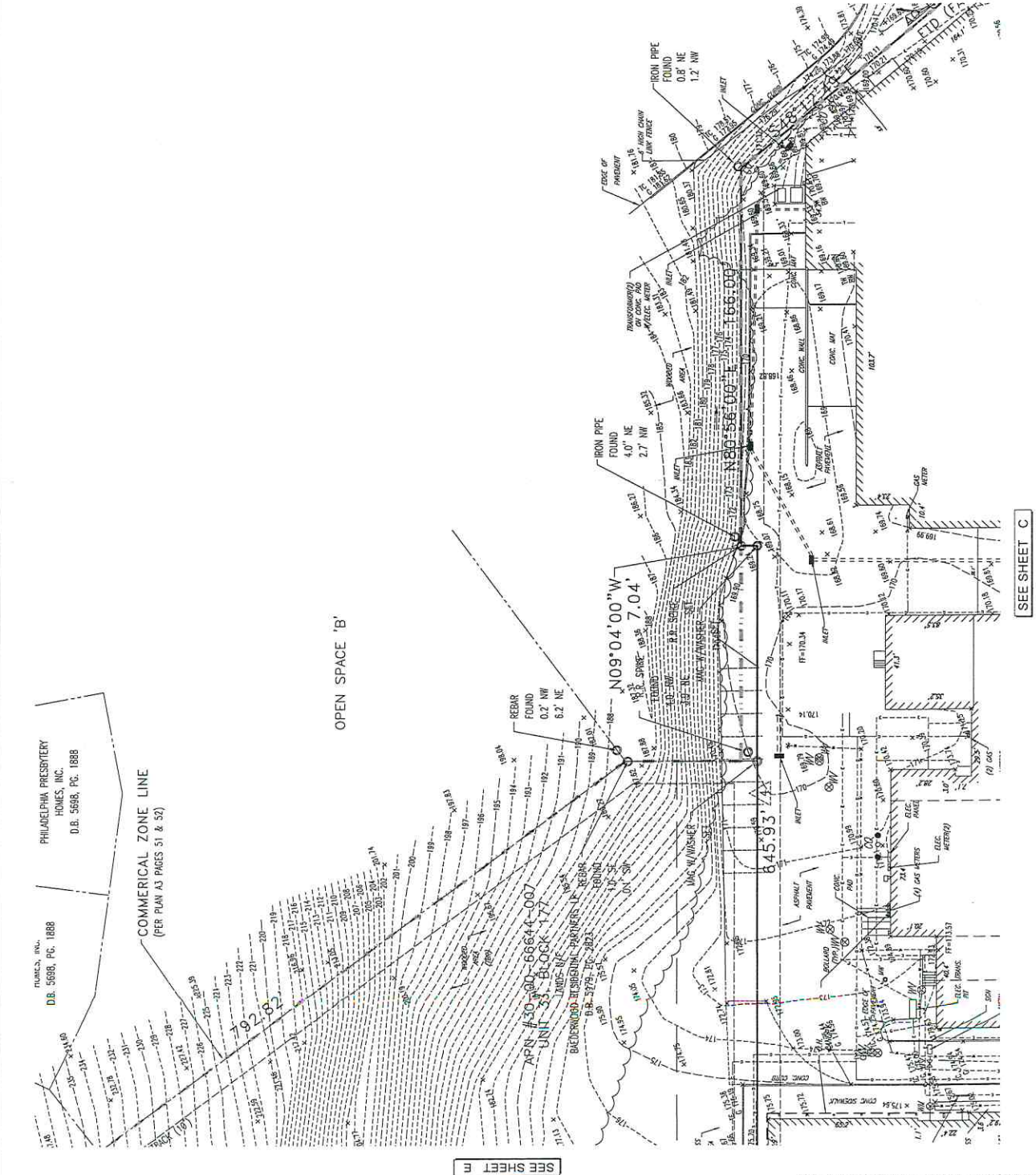
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PENNSYLVANIA LICENSE NO. LA0003716

**EXISTING  
CONDITIONS &  
DEMOLITION  
PLAN (F)**

1 /  
OF 37

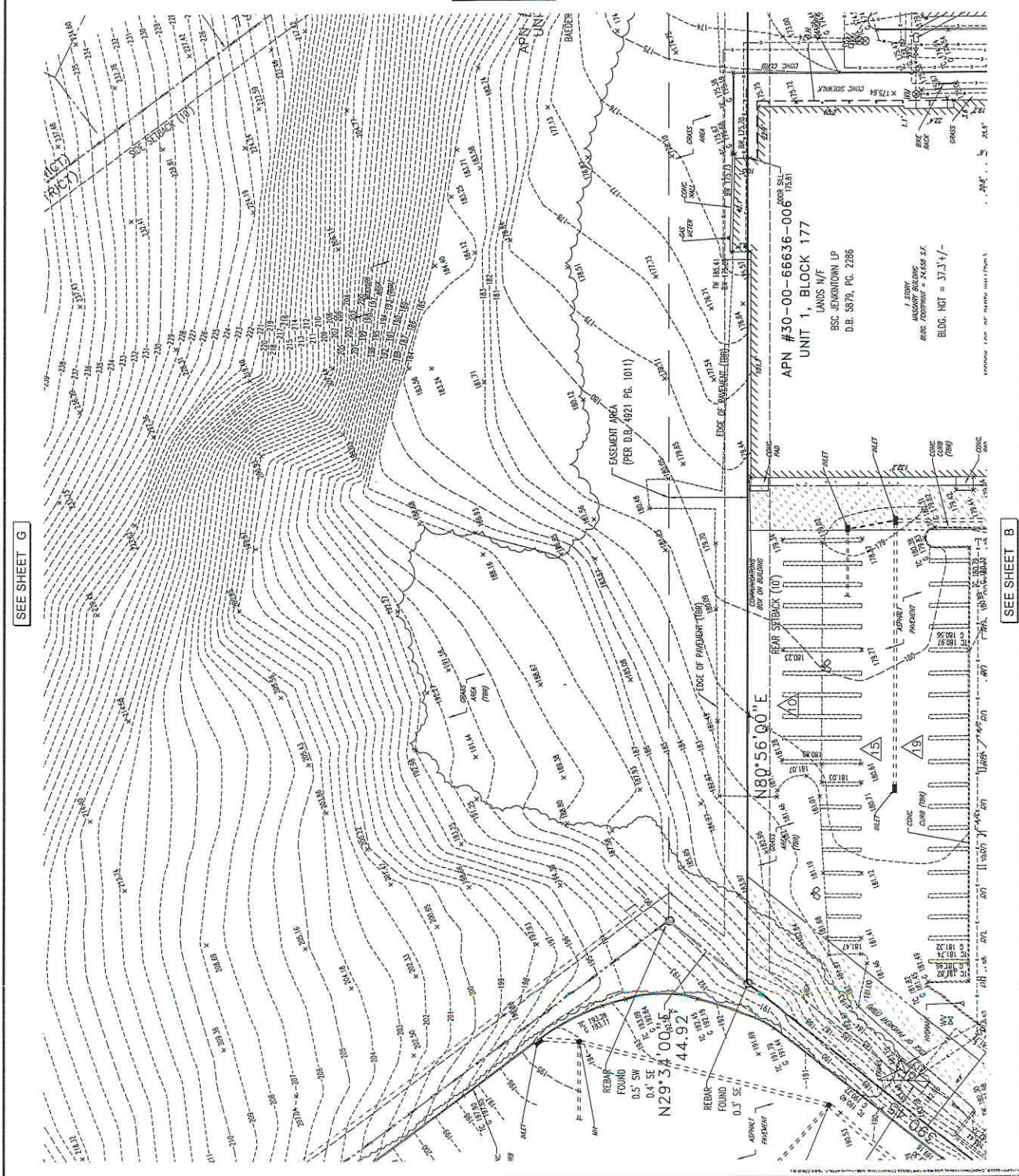
REVISION: 1



SEE SHEET C

SEE SHEET E





SEE SHEET G

SEE SHEET B

SEE SHEET F

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CIRCULO, A.S.B.  
DATE 01/25/2018  
SCALE 1"=2'

**PROJECT**  
**CONDITIONAL USE**  
**PLANS FOR REDSTONE**

THE FAIRWAY  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY, PA

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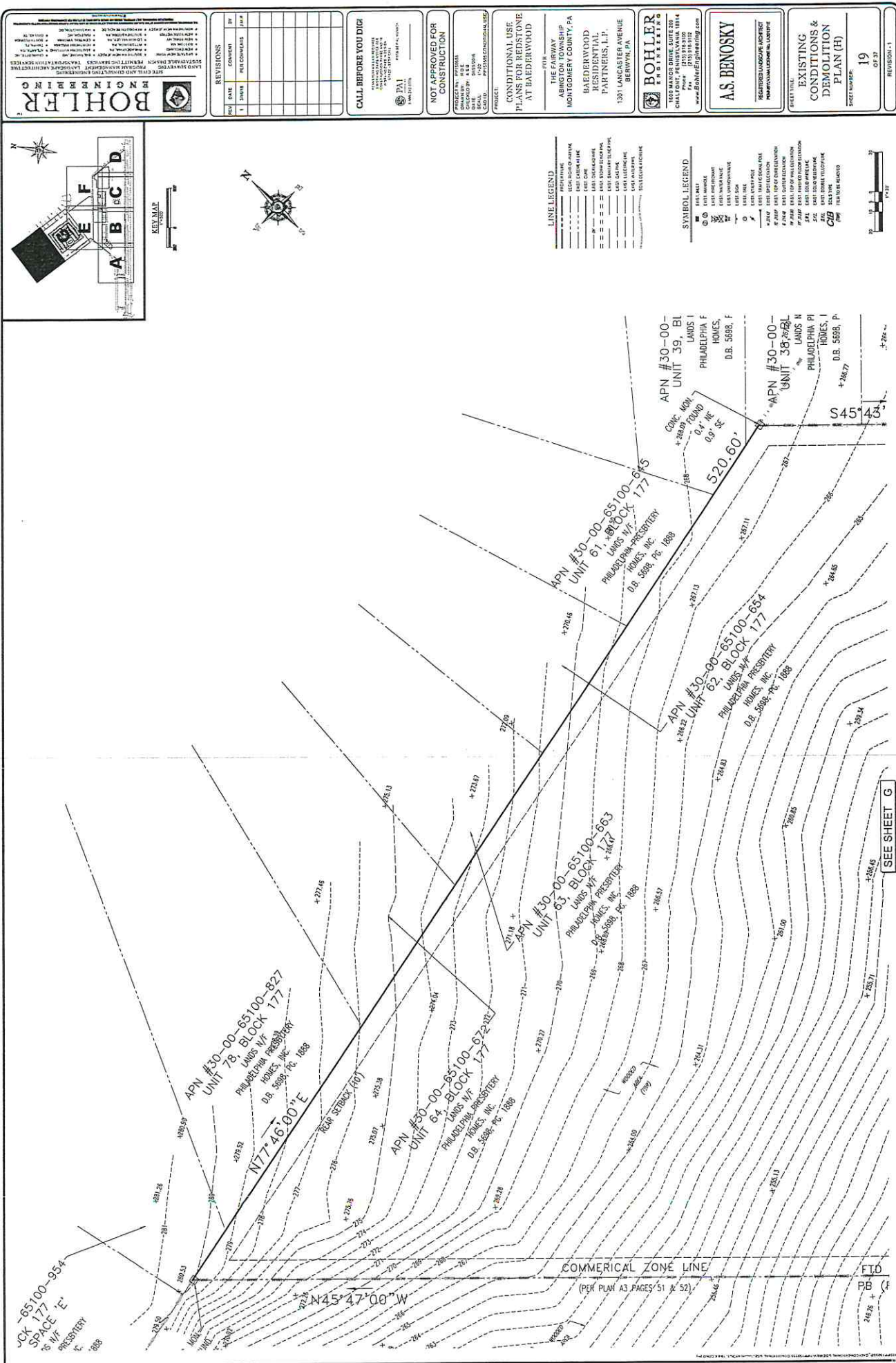
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PELHARTSVILLE LICENSE NO. LA000171E

OVERALL  
GRADING  
PLAN

SHEET NUMBER  
20  
OF 37

REVISION-1









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PROJECT NO.: PPI0555  
DRAWN BY: HDE  
CHECKED BY: ASB  
DATE: 01/25/2016  
SCALE: 1"=20'

CONDITIONAL USE  
LANS FOR REDSTONE  
AT BAEDERWOOD

FOR  
THE FAIRWAY  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY, PA.

**BAEDERWOOD  
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PARTNERS, L.P.**  
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IDAHO'S VALLEY LICENSE NO. LA20171E

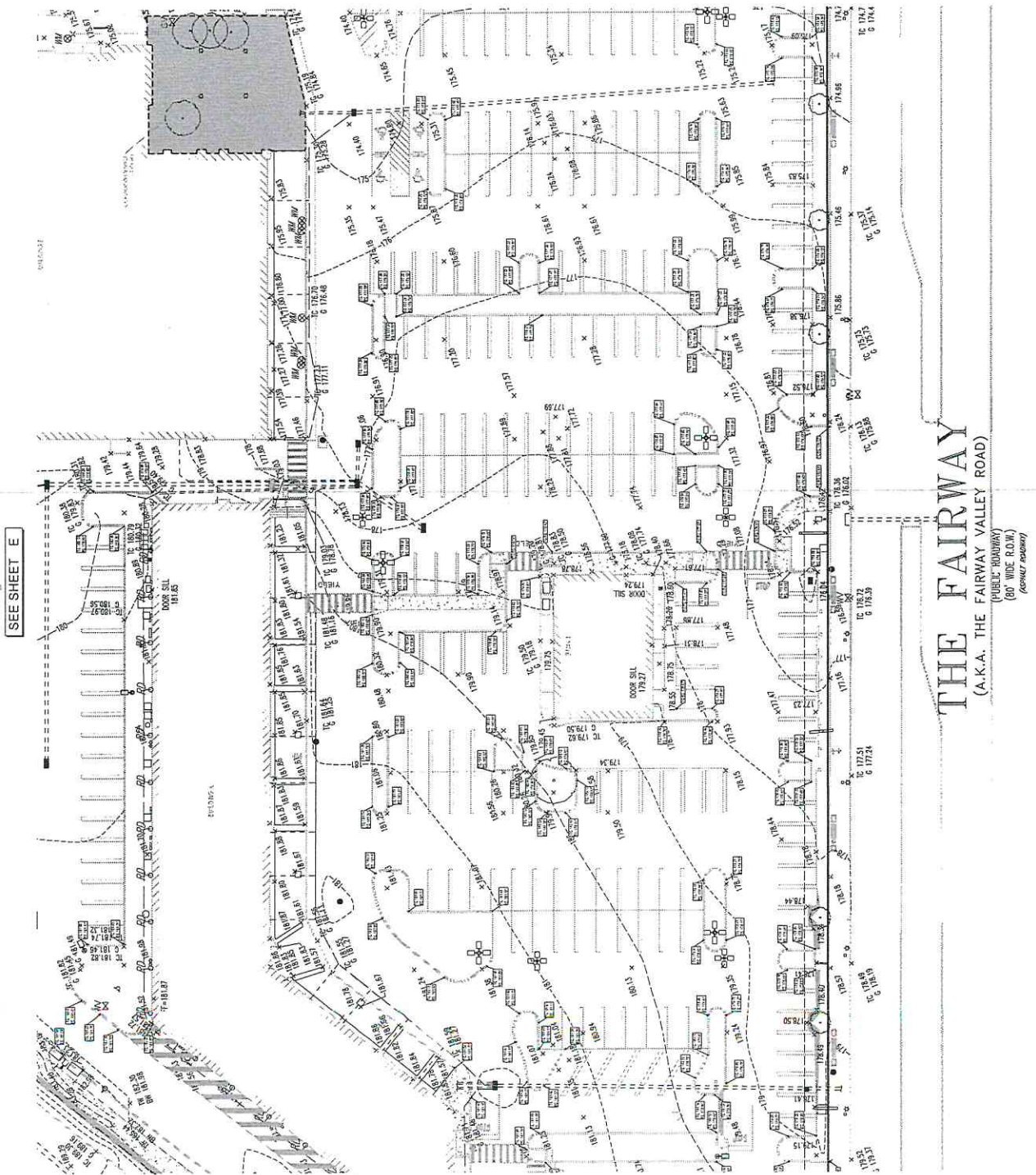
GRADING  
PLAN (B)

— 100 —

22 OF 27

REVISION : 1

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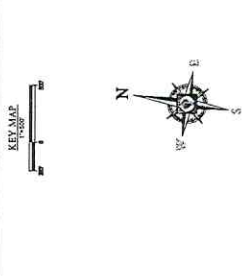
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SEE SHEET A

THE FAIRWAY  
(A.K.A. THE FAIRWAY VALLEY ROAD)

(PUBLIC ROADWAY)  
(80' WIDE R.O.W.)  
(ACCELUZ ROADWAY)

100



26  
OF 37  
REVISION - 1



SEE SHEET E



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1	11/14/17	JB	PER COMMENTS

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800-4-AN-ARCHIVE  
800-4-AN-ARCHIVE

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PA  
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**CONDITIONAL USE PLANS FOR REDSTONE AT BAEDERWOOD**

THE FAIRWAY  
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MONTGOMERY COUNTY, PA  
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BERWYK, PA

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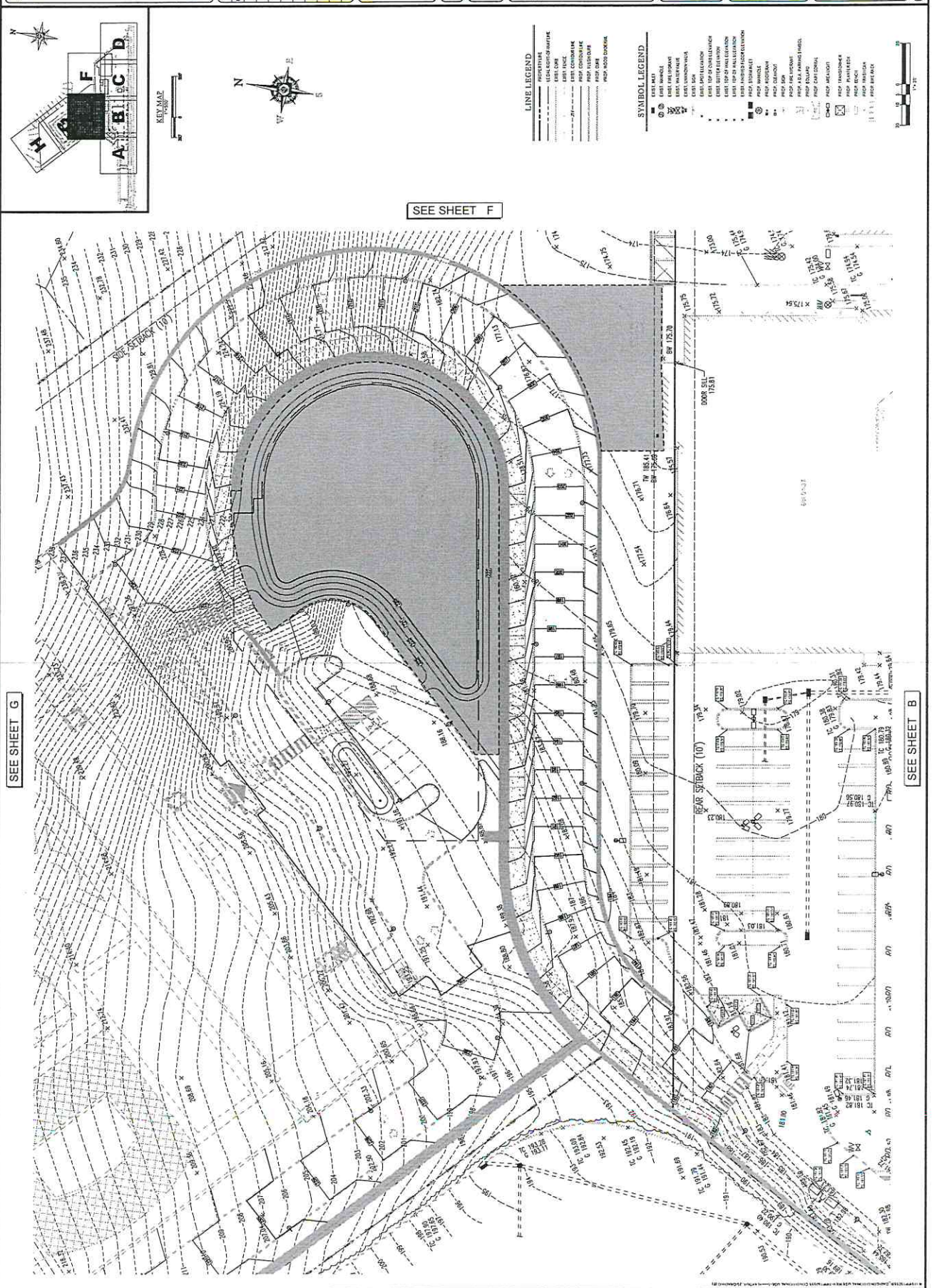
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PENNSYLVANIA LICENSE NO. 140012

**GRADING PLAN (E)**

SHEET NUMBER: 25 OF 37

REVISION: 1



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SEE SHEET B

SEE SHEET F



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PROJECT NO.: PR15055  
DRAWN BY: NDE  
CHECKED BY: ASH  
DATE: 01/25/2018  
SCALE: 1"=20'  
CADD: PR15055 COND ORIGINAL USE

CONDITIONAL USE  
PLANS FOR REDSTONE  
AT BAEDERWOOD

FOR  
THE FAIRWAY  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY, PA

BAEDERWOOD  
RESIDENTIAL  
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1301 LANCASTER AVENUE  
BERWYN, PA

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ENGINEERING

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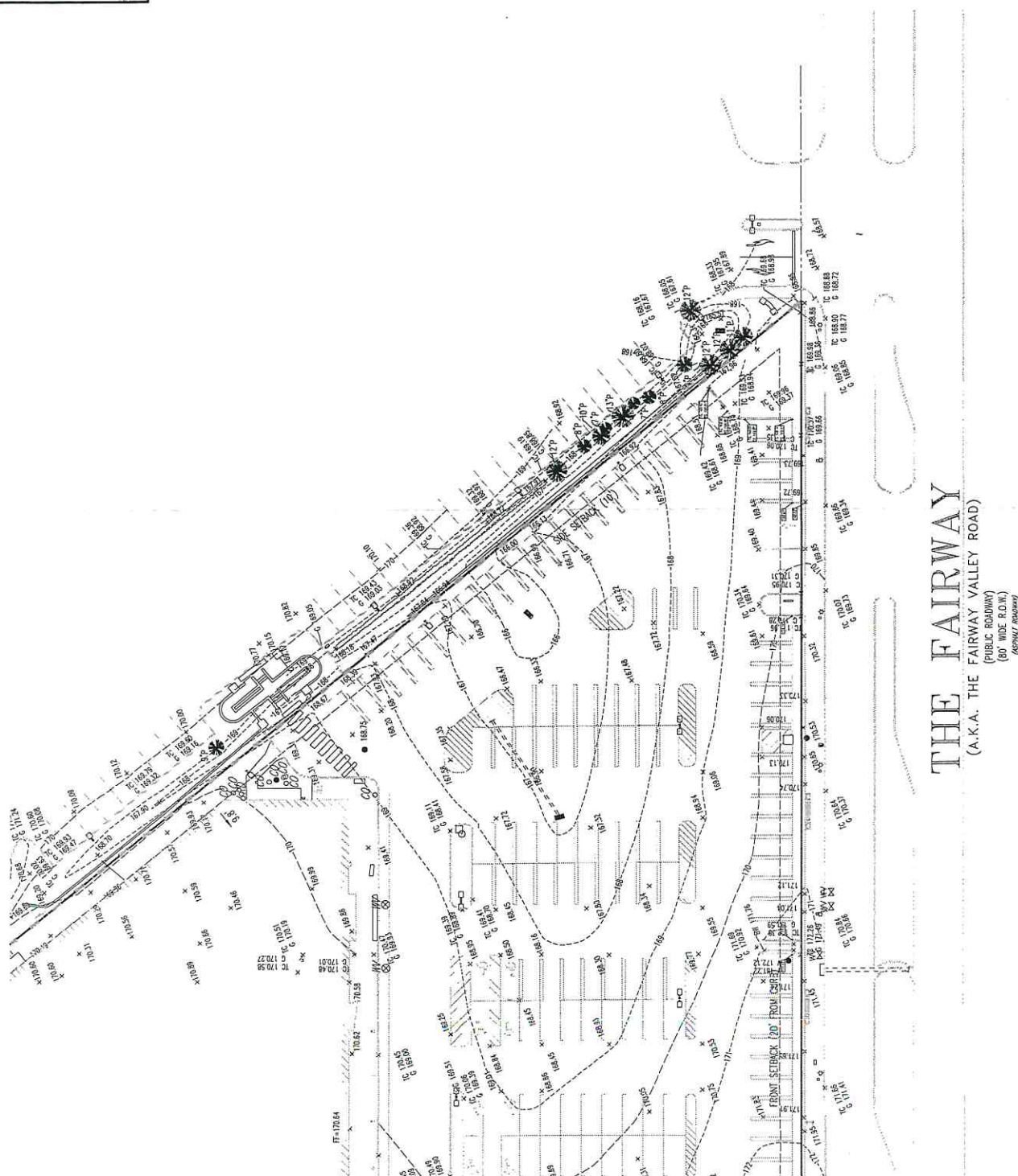
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POLARITY VISION LICENSE No. L0001371E

GRADING  
PLAN (D)

24  
OF 27



**THE FAIRWAY**  
(A.K.A. THE FAIRWAY VALLEY ROAD)  
(PUBLIC ROADWAY)  
(80' WIDE R.O.W.)  
(ADJACENT ROADWAY)

SEE SHEET C



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PROJECT NO: PP150515  
DRAWN BY: RDC  
CHECKED BY: ASB  
DATE: 8/25/2016  
SCALE: 1"=20'  
CADD: PP150515 CONTINGUAL USE

PROJECT: **CONDITIONAL USE  
PLANS FOR REDSTONE  
AT BAEDERWOOD**

FOR —  
THE FAIRWAY  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY, PA

BAEDERWOOD  
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PARTNERS, L.P.

1301 LANCASTER AVENUE  
BERMUN, PA

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ENGINEERING

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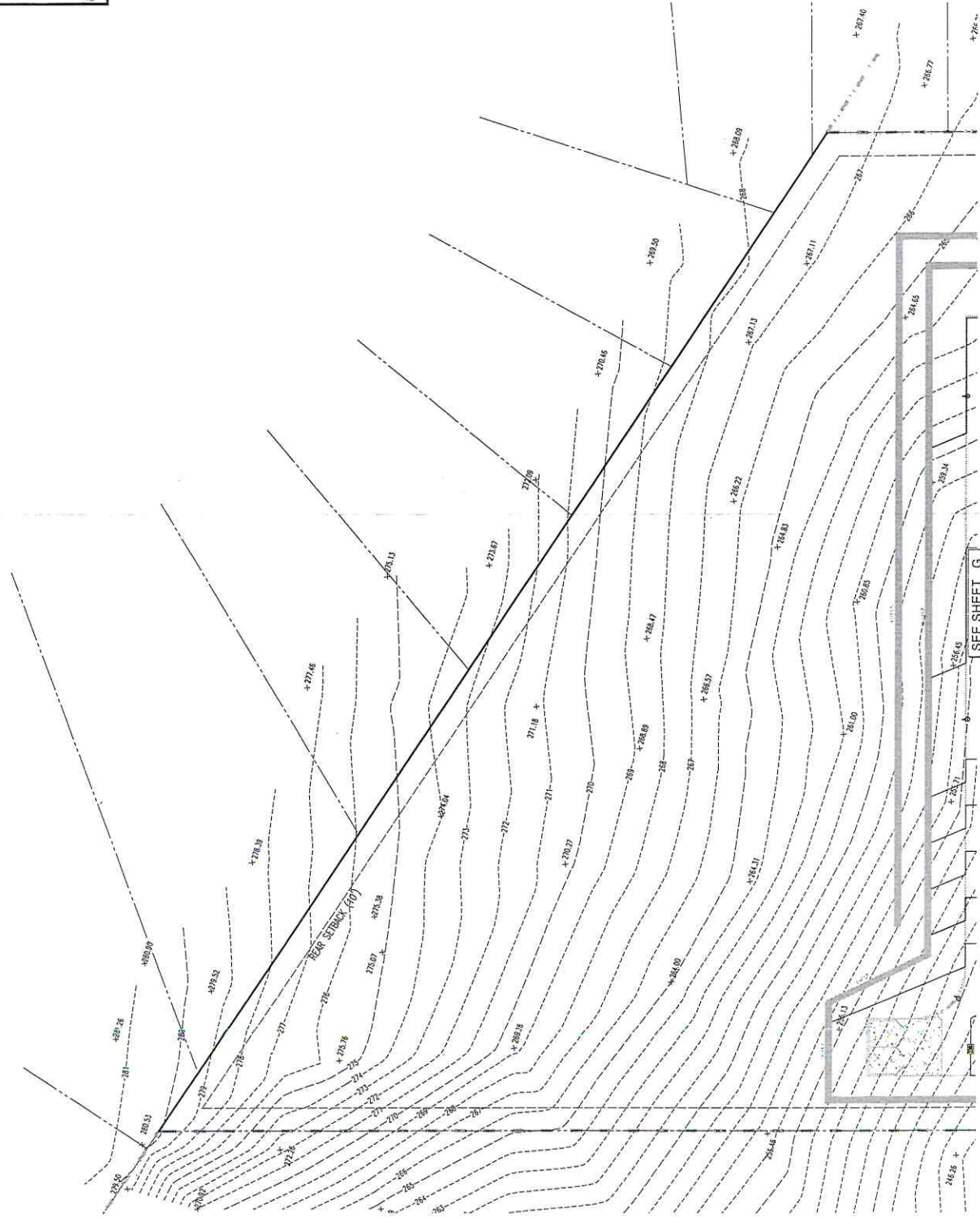
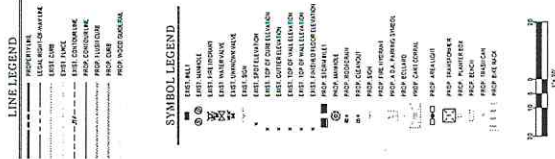
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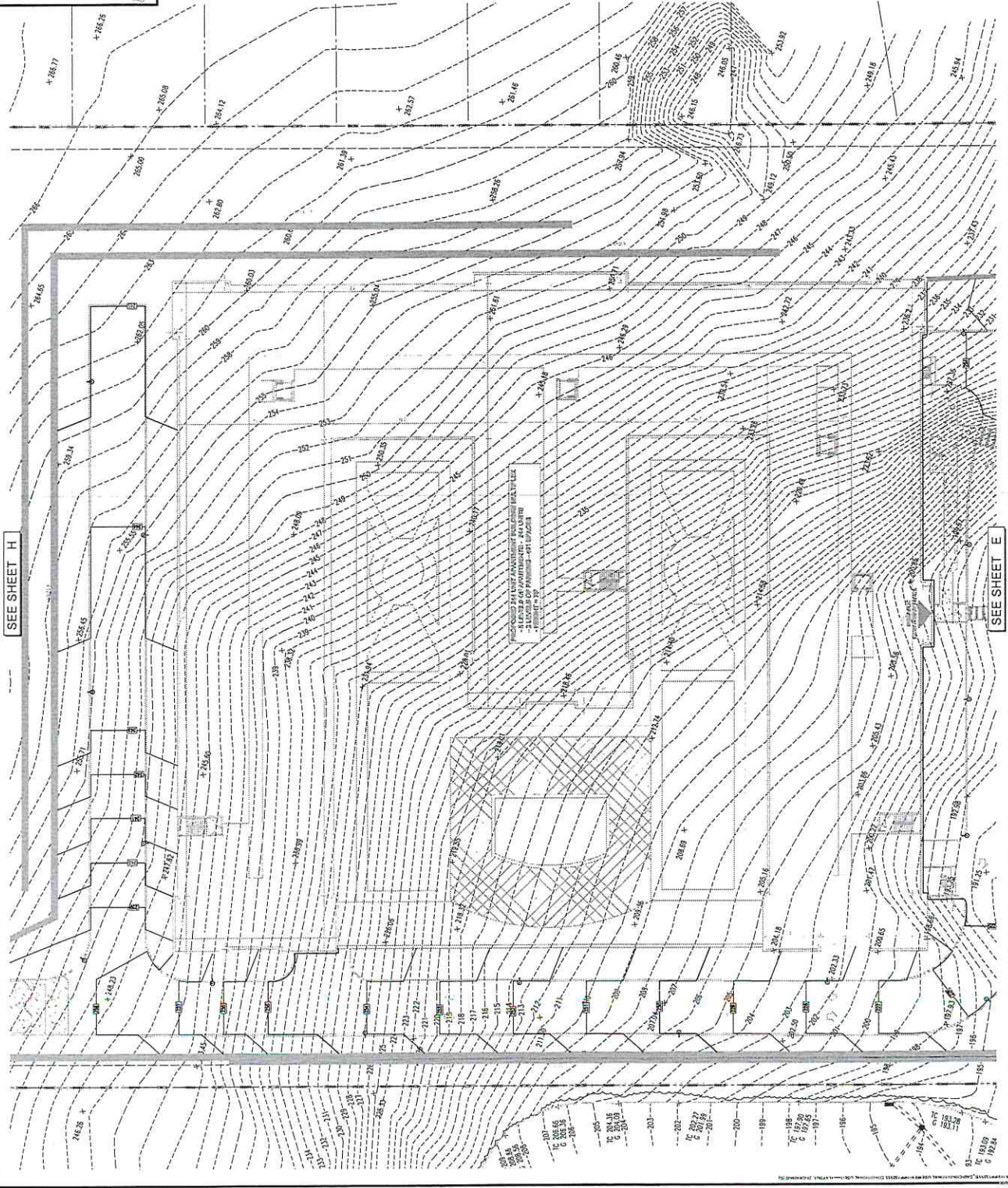
GRADING  
PLAN (H)

SHEET NUMBER 28 OF 37

REVISION - 1







SHEET TITLE	GRADING PLAN (G)
SHEET NUMBER	27 OF 37
REVISION	1



SEE SHEET A

30 OF 37



TOWNSHIP OF ABINGTON  
MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2000

AN ORDINANCE OF THE TOWNSHIP OF ABINGTON, MONTGOMERY COUNTY, PENNSYLVANIA AMENDING THE ABINGTON TOWNSHIP ZONING ORDINANCE AND ZONING MAP, PURSUANT TO ARTICLE 6 OF THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE BY ADDING A NEW SECTION 504 CREATING A FAIRWAY TRANSIT DISTRICT (FTD) AND TO ESTABLISH SPECIFIC STANDARDS AND REQUIREMENTS APPLICABLE TO SUCH DISTRICT; CREATING NEW USE C-34 TRANSIT-ORIENTED DEVELOPMENT (TOD), USE C-35 CAR SHARE FACILITY, AND USE J-4 TRANSIT STATION; AND AMENDING ARTICLE X SIGN REGULATIONS.

The Board of Commissioners of the Township of Abington, Montgomery County, Pennsylvania hereby ENACTS and ORDAINS the following amendments to the Abington Township Zoning Ordinance:

Section 1. Authority. This Ordinance is established pursuant to authority contained in Article 6 of the Pennsylvania Municipalities Planning Code and Article XIII of the Abington Township Zoning Ordinance.

Section 2. The Abington Township Zoning Ordinance, Article VII Use Regulations, is hereby amended by creating Use C-34 and Use C-35 under Section 706.C Commercial Uses and Use J-4 Transit Station under Section 706.I Utility Uses. Section 703.D is amended to allow more than one principal use per building or lot for new Use C-34:

Section 703.D. Except for the Mixed Use District, Use C-15 Mixed Use Building, and Use C-34 Transit-Oriented Development, a building, structure, lot, or premises shall be permitted only one principal use.

**Section 706.C. Commercial Uses:**

34. Use C-34: Transit-Oriented Development (TOD): A building or buildings may be comprised of any mixture of office, commercial, residential, and community uses as defined herein. All buildings and all office, commercial, residential, and community service uses in a TOD shall comply with the design and dimensional standards as specified in the district regulations where the development is to be located. Design and dimensional standards provided in Section 706 for a particular use permitted within Use C-34 shall not apply.

a. Use C-34 office uses shall include the following:

Use F-1: Office Building  
Use F-3: Medical Office  
Use F-5 Professional Services

*Section 706.c continued*

b. Use C-34 commercial uses shall include the following:

- Use C-3: Bank
- Use C-6: Club
- Use C-7: Commercial School
- Use C-8: Convenience Store
- Use C-10: Dry Cleaners (Drop-Off)
- Use C-13: Hotel/Motel/Inn
- Use C-15: Mixed Use Building
- Use C-16: Parking Garage
- Use C-17: Parking Lot
- Use C-18: Personal Care Business
- Use C-19: Professional Service Business
- Use C-22: Repair Shop
- Use C-23: Restaurant
- Use C-24: Retail Take Out Foods
- Use C-25: Retail Shop
- Use C-26: Retail Store
- Use C-27: Supermarket
- Use C-32: Tavern/Bar
- Use C-35: Car Share Facility

c. Use C-34 residential uses shall include the following:

- Use H-1: Apartment Building/Multiplex Unit

d. Use C-34 community uses shall include the following:

- Use E-2: Community Center
- Use E-3: Adult/Child Day Care
- Use E-6: Library or Museum
- Use E-8: Municipal Complex
- Use E-11: School (Public/Private)
- Use G-3: Athletic/Health Club
- Use G-5: Movie Theater
- Use G-8: Theater (Performing)
- Use J-4: Transit Station

35. Use C-35: Car Share Facility: An on- or off-street parking space where car share members can pick-up or drop-off a vehicle for rental periods as short as one hour. Customers of a car share facility (as distinguished from Use 21, vehicle rental agency) sign up for annual memberships and pay hourly or daily usage rates for vehicles that are reserved online at a specific self-service location for a set length of time. Vehicles are parked in convenient locations throughout the region, with the goal that residents are within a five to ten minute walk of a self-service car.



#### **Section 706.I. Utility Uses:**

4. Use J-4: Transit Station: Any structure or facility located at selected points along transit routes used for the purpose of loading, unloading, or transferring passengers or accommodating the movement of passengers from one mode of transportation to another.

Section 3. The Abington Township Zoning Ordinance, Article V Special Zoning Districts, is hereby amended by adding Section 504, creating a new zoning district to be known as the "Fairway Transit District" as follows

#### **SECTION 504. FAIRWAY TRANSIT DISTRICT (FTD)**

**Section 504.1 Purpose:** The purpose of the Fairway Transit District is to implement recommendations of Abington Township's Comprehensive Plan. Specifically, the purpose of the FTD is to:

- A. Revitalize vacant and underutilized sites.
- B. Capitalize on the area's proximity to SEPTA's regional rail system
- C. Establish a town center or main street environment in the southern part of the township with a mix of uses and building types
- D. Create a vibrant streetscape along the Fairway and adjacent areas with sidewalks, outdoor cafes, landscape amenities, and public plazas and open space
- E. Improve circulation for pedestrians, cyclists, and transit-users.
- F. Enhance access to/from the Noble and Rydal train stations
- G. Provide more diverse housing opportunities
- H. Encourage quality design and innovative development
- I. Permit and integrate land uses in close proximity to each other in order to concentrate higher density residential uses along transit routes and provide for the daily recreational and shopping needs of the residents.

#### **Section 504.2 Definitions:**

*Decorative verge areas.* A narrow strip adjacent to the curbs of public or private streets or main access driveways that may be planted or paved with decorative patterns of brick, concrete, or other high quality, durable materials.

*Hardscape.* The manmade part of a development site or building's grounds consisting of hard materials, including, but not limited to paved areas, patios, retaining walls, walkways, sculpture, and fountains.

*Landscape amenities.* Features that provide comfort, convenience, pleasure or value to landscaped or hardscaped areas of a lot, such as benches, sculpture, lighting, water features, etc.

*Landscaped plaza.* A public open space at ground level, usually surrounded by buildings and streets and used for passive recreational activities and relaxation. Plazas are paved areas typically provided with amenities, such as seating, drinking and ornamental fountains, art, trees, and landscaping, for use by pedestrians.

*Section 504.2 continued*

*Main access driveway.* The primary function of the main access driveway is to provide access to a development site from a public or private street to a secondary access driveway or development sites on adjacent parcels.

*Mature trees.* A deciduous or evergreen tree that has a 4" dbh (diameter breast height) or is 45' in height.

*Nonconforming site.* As of the effective date of the Fairway Transit District, a site whose uses, structures, mix, dimensional, special development, and design standards do not conform to the use, mix, dimensional, special development, and design standards of the FTD. Buildings within a nonconforming site may be expanded by up to 15% of the total existing gross floor area of all buildings provided that the expansion complies with the use, setback, coverage, and other dimensional requirements of the FTD. Any expansion beyond 15% must comply with all requirements and standards of the FTD.

*Pedestrian link.* Any sidewalk, path, walkway, or paved area that connects buildings, streets, transit stations, commercial establishments, and other destinations for pedestrians.

*Residential amenities.* Features that provide comfort, convenience, pleasure or value to residential properties and their occupants, such as community centers, gyms, game rooms, etc.

*Public open space.* An area or areas set aside for the use and enjoyment of the general public. Public open space areas shall consist of plazas, parks, central greens, and similar types of usable, public space and shall meet the standards of Section 504.8.D.

*Secondary access driveway.* The primary function of a secondary access driveway is to provide access from the main access driveway to parking areas.

*Shared parking.* The provision that two or more uses on the same or separate properties that are in close proximity may share parking facilities to fulfill individual parking requirements because their prime operational hours do not overlap.

*Streetscape.* The space between the buildings on either side of a street that defines its character. The elements of a streetscape include building frontage/façade, landscaping and street trees, sidewalks and paving, street furniture (benches, kiosks, trash receptacles, and newspaper boxes), signs, and lighting.

*Street wall.* The line of building façades, landscape walls, and/or hedges that define a pedestrian environment along a street.

**Section 504.3 Use Regulations:** A building or buildings may be erected, altered or used, and a lot may be occupied or used, in whole or in part, for any one or more of the following uses. Buildings may be either detached or attached.

- A. **Uses By Right:** For sites one acre or less in size, the following uses as defined in Article VII, Section 706 are permitted by right. Single use buildings are permitted on sites one acre or less in size. All uses must comply with the design and dimensional standards of Sections 504.5, 504.6 and 504.8.

- 1. **Use C-34: Transit-Oriented Development**

- B. **Accessory Uses By Right:** For all sites, the following accessory uses are permitted by right.



*Section 504.3.B continued*

1. Accessory uses, as defined in Article VII Use Regulations, Section 702.C.
  2. Use A-6 : Fences and Walls
  3. Use A-7: Home Occupation
  4. Use A-9: Swimming Pool
  5. Use A-10: Tennis/Sport Courts
  6. Use A-12: Play Structures
- C. Conditional Use Approval: Conditional use approval requires evidence of conformance with the express standards set forth in the FTD. The applicant is not required to demonstrate conformance with non-zoning ordinances or regulations at the conditional use hearing(s); however, this does not waive the need for subdivision and land development approval. Conditional use approval shall be subject to conditions based on the evidence presented at the hearing, or such conditions accepted by the applicant.
- D. Conditional Uses: The following uses are permitted by conditional use, subject to the design and dimensional standards of the FTD.
1. Use C-34 Transit-Oriented Development for sites greater than one acre in size
  2. Use C-9 Drive-In Facility for Use C-3 or Use C-26
- E. Prohibited Uses: The following uses are prohibited.
1. Use A-8: Storage (Outdoor)
  2. Use C-9 Drive-in Facility for Use C-23 and Use C-24
  3. Use C-1: Automotive Sales
  4. Use C-2: Automotive Service
  5. Use C-5: Car Wash
  6. Use C-21: Rental Agencies (Vehicles)
  7. Use C-28: Service Station
  8. Use C-30: Shopping Mall
  9. Use C-31: Storage Facility (Self-Service)
  10. Sexually Oriented Business as defined by Ordinance No. 1870

**Section 504.4 Mix Requirements:** Development shall meet the following mix of use requirements based on the size of the site.

- A. For sites one acre or less in size, no mix of uses is required.
- B. For sites greater than one acre in size, the following mix requirements shall apply. The mix requirements do not mandate multiple use buildings.

Land Use	Minimum Percent of Total Floor Area (gross)*	Maximum Percent of Total Floor Area (gross)*
Nonresidential	20%	80%
Residential	20%	80%

\*Exclusive of structured parking.

**Section 504.5 Dimensional Regulations:** The following dimensional regulations are the district standards which must be achieved for any use, addition or alteration:

- A. Minimum Lot Area: One acre
- B. Lot Frontage: Each development site shall have a minimum of 100 feet of frontage on a public or private street.
- C. Building Setbacks: Where public open space is proposed between the building and a public/private street or main access driveway, the minimum and maximum setbacks below shall not apply; however, the public open space standards of Section 504.8.D must be met.

Building Setbacks	Minimum	Maximum
From the curb line of public and private streets or main access driveways	20' primary streets 16' other streets/driveways	25' primary streets 20' other streets/driveways
From the curb line of side streets or secondary access driveways	10'	12'
From public rights-of-way	0'	see above
From service alleys	8'	--
From side or rear property lines	10'*	--
From side or rear property lines abutting a use as defined in Section 706.H. Residential Uses	25'*	--
From off-street parking areas	10'	--
Between adjacent buildings on same site	25'	--

\* Where the proposed building height is increased in accordance with Section 504.7, one additional foot of setback for each side and rear yard shall be provided for each one foot of height above 55 feet.

**D. Building Height:**

Lot Area	Minimum Building Height	Maximum Building Height
One acre or less	20'	55'
Greater than one acre	75% of all buildings shall be greater than 20' in height	55'

- E. Maximum Impervious Coverage: 70%
- F. Maximum floor area ratio for nonresidential uses: 0.2 (exclusive of structured parking)
- G. Maximum Residential Density: 10 dwelling units per acre



**Section 504.6 Special Development Regulations:** All development proposed within the FTD shall meet the following special development regulations.

- A. The primary façade of all new buildings proposed within 100 feet of the existing cartway of the Fairway shall face the Fairway in compliance with Section 504.5.C and Section 504.8.A. The primary façade of all other new buildings proposed shall face a new public or private street or main access driveway in compliance with Section 504.5.C and Section 504.8.A.
- B. Existing nonconforming lots, uses, structures and sites must be registered with the Township. Any development beyond the permitted expansion of lawful nonconforming lots, uses, structures, and sites shall comply with the requirements and standards of the FTD. Buildings within a nonconforming site may be expanded by up to 15% of the total existing gross floor area of all buildings provided that the expansion complies with the use, setback, coverage, and other dimensional requirements of the FTD. Any expansion beyond 15% must comply with all requirements and standards of the FTD.
- C. Any development beyond the permitted expansion of lawful nonconforming uses, lands, and structures shall comply with the requirements and standards of the FTD.
- D. All buildings shall be laid out to make walking from one building to another and to buildings on adjacent sites as easy as possible. Safe and convenient sidewalks to and from all individual uses and buildings and crosswalks at all proposed intersections of public or private streets and main access driveways must be provided. Connections to sidewalks on adjacent properties shall be provided wherever possible.
- E. Developments shall be designed to support existing and/or future public transportation service and enhance pedestrian links to transit stops and nearby rail stations. Each site shall have sidewalks and pedestrian accessways that improve the overall connection to public transit.
- F. Bicycle racks capable of accommodating ten (10) bicycles shall be provided for every 250 surface parking spaces. Such bicycle racks shall be provided at appropriate locations through the site and shall be separated by a distance of at least one hundred (100) feet.
- G. Adjacent residential uses, as defined in Section 706.H, shall be screened from proposed development in the FTD in compliance with Section 504.8.G herein.
- H. Curb cuts along new and existing streets shall be limited to one per site for each street and shall be separated from those on other sites by at least 100 feet. For sites with more than 300 feet of frontage, two curb cuts shall be permitted. The Board of Commissioners may require curb cuts to provide access to more than one site and/or use, in order to reduce the number of the number of curb cuts along a particular street and improve traffic flow.
- I. New public or private streets shall be interconnected with each other and streets on adjacent sites. Where new streets are not proposed, sites shall be interconnected with access driveways wherever possible.
- J. A traffic/transportation study consistent with the requirements of Section 906 shall be required.
- K. Loading spaces and service areas for residential and nonresidential uses shall be located to the rear and sides of lots and screened from view from new and existing streets and adjacent

*Section 504.6.K continued*

properties. Off-street loading areas shall be provided in accordance with Section 904 of this chapter; however, separate off-street loading spaces shall not be required for businesses which utilize a step van or single unit truck for deliveries.

- L. Public open space areas are required for each development site. A minimum of 5 percent of the gross floor area of all buildings or portion thereof shall be required. Open space areas and plazas shall be accessible to the public.
- M. Parking for nonresidential uses shall be provided in compliance with Article IX. For residential uses, two parking spaces per dwelling unit shall be provided. For sites greater than one acre in size, at least one-half (.5) percent of the total number of parking spaces provided shall be dedicated car share facility spaces. Shared parking may be used to reduce overall number of parking spaces provided. A parking study analyzing parking demands during peak demand periods based on the Urban Land Institute (ULI) publication *Shared Parking, Second Edition*, or equivalent model is required. The maximum reduction for shared parking shall not exceed 25 percent of the total minimum required parking spaces.
- N. On-street parallel parking shall be permitted along proposed public or private streets and main access driveways and may count as part of the overall parking requirement. On-street parking spaces shall be a minimum of 22 feet in length.
- O. The form and design of all new development permitted in the FTD, including but not limited to buildings, structures, parking areas, and public open spaces and plazas, shall comply with the standards of Section 504.8.
- P. In connection with the overall integrated development of the FTD, individual lots may be created for purposes of financing and/or conveyancing, without the need for subdivision/land development approval. Such individual lots shall not be required to comply on an individual basis with the dimensional requirements of this ordinance, provided that (1) the overall development complies with such dimensional requirements; (2) the deeds conveying such separate lots contain covenants requiring the purchasers to, at all times, operate and maintain such lots in good order and repair and in a clean and sanitary condition; (3) cross-easements for parking areas and all appurtenant ways, pedestrian access, and utilities shall be created, recorded, and maintained between such lots; and (4) such cross-easements shall be subject to the approval of the township solicitor. The purchaser of any such lot shall so covenant and agree thereby to be bound by such conditions as set forth herein.
- Q. All other applicable provisions of the Abington Township Zoning Ordinance and Subdivision and Land Development Ordinance shall apply.
- R. Phasing of development and construction shall be permitted in the FTD. A phasing plan shall be submitted demonstrating compliance of each phase with FTD regulations.

**Section 504.7 Bonus Provisions:** Development proposed within the FTD shall qualify for an increase in height, nonresidential floor area ratio, impervious cover, and density as follows. The applicant shall be required to provide additional information in order to demonstrate that the bonus feature standards will be met.

- A. Bonus features totaling six (6) points, as required in the table below, qualify the applicant for a height increase up to 65 feet, an impervious cover increase to a maximum of 75%, a total maximum nonresidential floor area ratio of 0.225 (exclusive of structured parking), and 11.5



*Section 504.7.A continued*

dwelling units per acre

- B. Bonus features totaling eight (8) points, as required in the table below, qualify the applicant for a height increase up to 75 feet, an impervious cover increase to a maximum of 80%, a total maximum nonresidential floor area ratio of 0.25 (exclusive of structured parking), and 13 dwelling units per acre.

Bonus feature	Bonus points	Bonus feature standard
1. Transit amenities	1	Off-site crosswalk improvements that enhance access to public transit, on or off-site bus shelters, on-site designated transit pick-up/drop-off areas, bicycle lockers/shelters, and public commuter parking qualify. The provision of at least three such features shall be provided to earn the bonus point.
2. Additional street/landscape amenities	1	Gazebos, public art, water features, public restroom, and other amenities above and beyond those required by Section 504.8 qualify. At least three such amenities shall be provided in order to earn the bonus point.
3. Preserved woodland areas or mature trees	1	The preservation of at least 50% of mature trees or woodland areas on site shall qualify.
4. Road connection rights-of-way	1	Provision of public/private rights-of-way to allow the future connection between the Fairway and Old York Road.
5. Road connection improvements 50 to 100 feet	2	Provision of public/private rights-of-way and 50 to 100 feet of cartway to allow the future connection between the Fairway and Old York Road, including sidewalk improvements as per 504.8.C.2.
6. Road connection improvements more than 100 feet	3	Provision of public/private rights-of-way and more than 100 feet of cartway to allow the future connection between the Fairway and Old York Road, including sidewalk improvements as per 504.8.C.2.
7. Building materials	2	The use of decorative masonry for more than 50% of all proposed building facades. The use of concrete cinder blocks does not qualify.
8. Alternative energy sources	2	The use of solar or photovoltaic cells, geothermal power, or wind turbines that provides at least 15% of the expected annual energy use of each building.
9. Structured parking single use	2	Structured parking that provides at least 50% of the required minimum parking spaces for the development site qualifies. In any structured parking facility, at least 15% of the parking spaces must be available to the public.
10. Structured parking mixed-use	3	Structured parking that provides at least 50% of the required minimum parking spaces for the development site, with commercial/nonresidential uses on the first floor or "wrapped" on at least two sides with a mix of uses. In any structured parking facility, at least 15% of the parking spaces must be available to the public.

*Section 504.7.B continued*

11. Off-site traffic improvements	3	The provision of one off-site traffic improvement identified in the Abington Township Comprehensive Plan.
12. Green roofs	2	The green roof shall cover at least 50% of the total net roof area (the total gross roof area minus areas covered by mechanical equipment) of all proposed buildings. Green roofs shall be designed and installed under the direction of a professional with demonstrated expertise in green roof design and construction. Vegetation must be maintained for the life of the building. The green roof shall conform to the best available technology standards.
13. Green roofs	3	The green roof shall cover at least 70% of the total net roof area (the total gross roof area minus areas covered by mechanical equipment) of all proposed buildings. Green roofs shall be designed and installed under the direction of a professional with demonstrated expertise in green roof design and construction. Vegetation must be maintained for the life of the building. The green roof shall conform to the best available technology standards.
14. Green infrastructure/sustainable stormwater management	3	The use of recycled rainwater systems or grey water collection systems for 35% of the building's wastewater qualify. The system shall be designed and installed under the direction of a professional with demonstrated expertise in the design and construction of such facilities.

**Section 504.8 Design Standards:** The purpose of this section to establish standards for a pedestrian and transit-friendly center with enhanced building and landscape amenities. The intent of these standards is to ensure development contributes to a high-quality, mixed-use environment without limiting design flexibility and innovation. The applicant shall submit plans, elevations, renderings, reports, documents, and samples as necessary to demonstrate compliance with Sections 504.8.A through G.

**A. Building Standards**

**1. Intent:**

- To define the streetscape by controlling building mass, form, and façade articulation without dictating architectural style.
- To maintain the continuity of the street wall for most of the street length.
- To ensure that building architecture generates visual interest and avoids large areas of monotonous building mass.
- To create a lively and interesting streetscape by ensuring that proposed buildings are adequately fenestrated with windows and doors at street level.

**2. Standards:**

- The primary façade of buildings shall be oriented towards the primary street or main access driveway and shall include a public entrance along this façade. The primary façade of all new buildings proposed within 100 feet of the existing cartway of the Fairway shall face the Fairway. Buildings located on corners shall treat the facades on each street or driveway as a primary facade. Buildings on corners may locate entrances on the corner



*Section 504.8.A.2.a continued*

- with an appropriate building articulation, such as a chamfered corner, turret, canopy, or other similar building feature.
- b. Side and rear building façades shall have architectural treatments that are complementary to the primary façade.
- c. Developments with more than one building on the lot shall have a common and coherent architectural theme throughout the development.
- d. All building entrances on primary façades shall be accentuated. Permitted entrance accents include: recessed, protruding, canopy, portico, overhang, or similar feature.
- e. At least 60% of the length of the ground floor of all building façades facing a street or main access driveway shall consist of windows, glass doors, or other transparent building surfaces.
- f. Smoked, reflective, or black glass in windows is prohibited.
- g. Walls or portions of walls where windows are not provided shall have architectural treatments and details, such as a change in building material or color, lighting fixtures, decorative tiles, hanging planter, or similar feature.
- h. Buildings shall use parapets, mansard, or sloped roof styles along all roof edges to conceal large vents, HVAC, and other rooftop equipment and structures.
- i. Buildings must have at least a 3 foot break in depth, for the full height of the building, every one hundred (100) feet of continuous front façade.
- j. Primary façades or portions of building façades facing a street, main access driveway, surface parking lots: either of which is greater than two hundred (200) linear feet, shall include at least three design elements, such as awnings, porches, canopies, towers, balconies, bays, gables, changes in materials, changes in façade treatments, etc.
- k. The maximum dimension of any single building façade shall be 300 feet.

**B. Parking Standards**

**1. Intent:**

- a. To locate and orient surface parking in a way that reduces its visual and environmental impact.
- b. To minimize the visual impact of structured parking garages on the public realm.
- c. To mitigate the impact of vehicle noise, headlights, building lighting, and mechanical systems associated with parking facilities.
- d. To design structured parking garages to be visually compatible with the surrounding development.
- e. To encourage garages with a mixed-use character.

**2. Standards:**

- a. Surface parking lots shall be located to the rear of principal buildings or to the side. Surface parking shall not be located between a building's primary façade and a public or private street or main access driveway.
- b. Parking lots that have frontage on a public or private street or access driveway shall have a 5-foot wide landscaped area with a 3-foot-high wall or hedge to provide a screen. Parking lots adjacent to a residential use, as defined in Section 706.H, shall have a 10-foot wide landscaped area with a 6-foot-high wall or hedge. In addition to the wall or hedge, the landscaped area shall include any required street trees and a mix of groundcovers and shrubs. The landscaped areas shall be located on the side of the wall or hedge that is visible from the street or adjacent site.

*Section 504.8.B.2 continued*

- c. Vehicular interconnections between surface parking lots shall be provided wherever topography allows, subject to applicable township regulations and consistent with Section 504.8.
- d. At least 10% of the interior of any surface parking area shall be landscaped, measured to the inside curb line. The landscaped areas shall include a mix of groundcover, shrubs, and shade trees, so that at least 20% of the paved surface area shall be shaded by trees within 5 years.
- e. Surface parking areas shall be landscaped and screened according to an overall landscape plan prepared for the development by a registered landscape architect in compliance with Section G.
- f. On-street parking spaces are permitted along proposed public or private streets and main access driveways and may count as part of the overall parking requirement. On-street parking spaces shall be a minimum of 22 feet in length
- g. Structured parking shall have design treatments that provide visual interest, such as a change in color, texture, or building material. Blank walls are not permitted. Structured parking shall be designed to continue the architectural elements of the rest of the development.
- h. Cars in structured parking facilities shall be screened from the street through features such as grills, lattices, mock windows, louvers, false facades, etc. Such screening shall be in keeping with the rest of the building's architectural style and materials.
- i. Sidewalks to and from parking lots and garages shall be provided to ensure safe and convenient pedestrian access.

C. Streetscape Standards.

1. Intent:

- a. To encourage streetscapes that support various modes of transit, including vehicular traffic, bicycling, and walking.
- b. To provide adequate and logical connections of streets and sidewalks within the development and between the development and adjacent neighborhoods.
- c. To provide sidewalks of adequate width to encourage pedestrian activities, such as walking, eating, and browsing storefronts.
- d. To provide areas for rest and relaxation at key connection points.
- e. To create a high quality streetscape that is visually interesting and provides shade and landscape amenities for pedestrians.

2. Standards:

- a. New public and private streets and main access driveways shall meet the standards of Article VI of Chapter 146, Abington Township Subdivision and Land Development Ordinance, subject to the following minimum cartway widths:

Public or private streets and main access driveways:	24' no parking
Public or private streets and main access driveways:	32' parking one side
Public or private streets and main access driveways:	40' parking both sides

- b. Developments shall incorporate traffic calming devices along public or private streets and main access driveways to slow traffic and improve pedestrian mobility and safety when possible. Traffic calming devices include curb bump-outs, raised median islands, speed bumps, and raised crosswalks or intersections, consistent with the most recent version of PennDOT's Traffic Calming Handbook.



*Section 504.8.C.2 continued*

- c. Street furniture shall include (though not limited to) benches, trash and recycling receptacles, planters, and bike racks. Street furniture shall be decorative, functional, durable, and properly scaled to the space. Benches and trash and recycling receptacles shall be provided at least every 100 feet. Bicycle racks are required every 300 feet. Planters are required every 50 feet.
- d. Street trees shall be planted along all streets and main access driveways every 40 feet in accordance with an overall landscape plan prepared for the development.
- e. Primary streets shall be separated from sidewalks by a 6-foot wide landscaped strip or decorative verge area, so as to allow for street trees and furnishings such as benches, light fixtures, etc. All other streets and driveways shall be separated from sidewalks by a 4-foot wide landscaped strip or decorative verge area. The decorative verge area may consist of planted areas and hardscaped areas designed to compliment sidewalk paving and provide areas for benches and rest and relaxation at intermediate points. At least 25% of this area shall be landscaped with a mix of groundcover, shrubs, and trees in accordance with an overall landscape plan prepared for the development in compliance with Section G below.
- f. Sidewalks with a minimum unimpeded width of 8 feet are required along all public and private streets and main access driveways. Sidewalks with a minimum width of 6 feet are required along secondary driveways. Sidewalks with a minimum width of 4 feet are required along alleys. Landscaped strips/verges are not required along alleys. These minimum sidewalk widths are intended for moving pedestrian traffic and shall not include landscaped strips/decorative verge areas along the curb line or additional paved areas immediately adjacent to buildings.
- g. Sidewalks are required to connect the street frontage to all front building entrances, parking areas, plazas, and any other destination that generates pedestrian traffic. Sidewalks shall connect to existing sidewalks on abutting tracts and other nearby pedestrian destination points and transit stops wherever possible.
- h. Sidewalks shall be constructed of durable, attractive materials like brick, stone, or colored or textured concrete accented with pavers. Proposed sidewalk materials and patterns shall be designed and coordinated to be compatible with those on adjacent properties. Sidewalk materials shall be continued across curb cuts when possible.
- i. All sidewalks shall have accessibility ramps and shall comply with the regulations of the Americans with Disabilities Act, as amended.
- j. Crosswalks not more than 10 feet and not less than 6 feet wide shall be required at all street intersections and wherever necessary to provide safe pedestrian access to buildings, open space areas, and public transit facilities.
- k. Crosswalks shall be constructed of patterned surface dressing, textured paving, or stone/brick/concrete pavers that make them easy to view and distinguish from the roadway. Crosswalk borders shall be highlighted with a contrasting color and/or texture. Installation and selected materials shall be durable and able to withstand vehicular traffic.

**D. Public Open Space Standards**

- 1. Intent:
  - a. To introduce elements of nature, such as trees and plants, into the urban environment.
  - b. To provide common areas for socialization, gatherings, and special events.
  - c. To provide visual relief in urban environment.
  - d. To provide open space of an adequate size and proportion to serve a variety of passive recreational needs.

*Section 504.8.D continued*

2. Standards:

- a. Required public open space areas shall consist of plazas, parks, central greens, and similar types of usable, public space. Sidewalks and pedestrian links are required to provide public access to such open space areas and ensure the areas are interconnected.
- b. Required public open space areas shall be designed as focal points within the development. Public access shall be guaranteed to all open space areas through a deed restriction or other means acceptable to the Township solicitor.
- c. An area equal to at least five (5) percent of the gross floor area of all residential and nonresidential buildings or portion thereof shall be required for public open space. The minimum required public open space area may be divided up and dispersed throughout the development; however, no individual area shall be smaller than 2,000 square feet or larger than 18,000 square feet. For sites greater than one acre in size, a minimum of two separate public open space areas shall be provided.
- d. The minimum dimension of any public open space area shall be 25 feet.
- e. At least 30% of the public open space area or plaza shall be landscaped with a mix of trees, shrubs, and groundcover in accordance with an overall landscape plan prepared for the development by a registered landscape architect in compliance with Section G below.
- f. Public open space areas shall be provided with benches, trash containers, and lighting fixtures in locations and amounts that are acceptable to the Township engineer or Township consultant.

E. Lighting Standards

1. Intent:

- a. To limit the potential negative effect of parking lot illumination on adjacent properties.
- b. To provide adequate light levels to create a safe, secure environment.
- c. To minimize light pollution and energy consumption.
- d. To incorporate lighting fixtures that are consistent in style to the overall development.

2. Standards:

- a. A lighting plan is required for all development proposed in the FTD. The amounts and spacing of fixtures proposed shall be approved by the Township engineer or Township consultant.
- b. Lighting fixtures shall be in keeping with the rest of the development's architectural style and materials.
- c. Lighting shall be directed towards the proposed development to shield abutting properties.
- d. Light fixtures shall be set back at least twenty (20) feet from adjacent residential uses, as defined in Section 706.H.
- e. No parking lot lighting standard or building fixture designed to illuminate the ground shall exceed eighteen (18) feet in height from grade level, and no pedestrian lighting standard shall exceed fourteen (14) feet in height from grade level.
- f. Light fixtures shall utilize a full-cutoff design.

F. Service Areas and Equipment Standards

1. Intent:

- a. To minimize the visual presence of service functions, such as delivery and refuse storage and pickup.



*Section 504.8.F continued*

2. Standards:

- a. The storage of refuse shall be provided inside the building(s) or within an outdoor area completely enclosed by either walls or opaque fencing at least 6 feet in height with self-latching gates. Any refuse area outside of the building shall be durable and designed to be architecturally compatible with the building(s) and shall not be located in the front of the building. No chain link fences or concrete cinder block shall be used for such outdoor enclosures.
- b. All wall-mounted or ground-mounted mechanical, electrical, communication, HVAC, and service equipment, including satellite dishes and vent pipes shall be screened from public view by parapets, walls, fences, landscaping, or other approved means.

G. Landscape/Hardscape and Screening Standards

1. Intent:

- a. To ensure that all site areas receive the appropriate level of thoughtful landscape design.
- b. To encourage the use of plant materials which are resource efficient, sustainable, and easily maintained.
- c. To ensure that specified plant materials are healthy, meet industry minimum standards, are suited to an urban environment, and are not invasive as defined by PA DCNR.
- d. To provide a high-quality and cohesive environment.
- e. To encourage a high standard of installation and maintenance.

2. General Landscaping Standards:

- a. The landscape regulations of Article VI of Chapter 146, Abington Township Subdivision and Land Development Ordinance and Section 801.U of the Abington Township Zoning Ordinance shall not apply in the FTD.
- b. A landscape plan prepared by a licensed landscape architect is required for all development in the FTD. The amount and spacing of plant material, hardscape, and amenities shall be approved by the Township planner or Township consultant.
- c. A minimum of 30% of proposed hardscape areas shall be shaded, using trees or shade structures.
- d. Convenient, durable seating shall be provided in group and individual configurations.
- e. At least one focal feature shall be provided per public open space area, such as a water fountain, sculpture, obelisk, etc.
- f. Provide safe, durable, attractive paving surfaces that require low maintenance.
- g. Lighting shall be provided to ensure public safety and security.
- h. The size and configuration of planting beds and all proposed plant material shall be appropriately scaled to the public open space where it is located.
- i. Landscaped and hardscaped areas shall be properly graded and drained for public safety and welfare.
- j. All plant material shall be guaranteed for 18 months to ensure the proper health and maintenance of landscaped areas.

3. Screening Standards:

- a. Any buffering and screening requirements of Article VI of Chapter 146, Abington Township Subdivision and Land Development Ordinance and Section 801.U of the Abington Township Zoning Ordinance shall not apply in the FTD.
- b. A landscape plan prepared by a licensed landscape architect is required for all development in the FTD. The amount, spacing, and level of opacity of plant material for

*Section 504.8.G.3.b continued*

- screening purposes shall be approved by the Township planner or Township consultant, based on adjacent uses.
- c. Where development in the FTD abuts any other zoning district, a year-round visual screen shall be provided. The minimum width of the landscape screen shall be one half of the required building setback. Where the required minimum setback is ten (10) feet, a six (6) foot high fence and five (5) foot wide landscaped area shall be required.
  - d. Where site elements, such as trash receptacles or mechanical/service equipment are proposed, a year-round visual screen shall be provided. Proposed plant material, spacing, and configuration must provide a minimum 6-foot high opaque screen surrounding the site element.
  - e. Screens shall consist of a mix of trees, shrubs, ornamental grasses, and groundcovers. Where space is limited, an architectural solution, such as a wall or privacy fence is permitted. Any such architectural feature shall be durable, easily maintained, and compatible with the development's proposed building design and materials. No chain link fences or concrete cinder block shall be used for screening purposes.
  - f. Screen plantings and architectural elements shall be selected and located so as not to create conditions that are hazardous to public safety.
  - g. Screen plantings and architectural elements shall not restrict or interfere with drainage patterns, rights-of-way, or easements.
  - h. All plant material shall be guaranteed for 18 months to ensure the proper health and maintenance of landscaped areas.

Section 4. The Abington Township Zoning Ordinance, Article X Sign Regulations, is hereby amended by adding new Section 1012 Sign Regulations for the FTD as follows:

1. All signage proposed in the FTD shall comply with the general requirements contained in Article X except as noted below. In the event of conflict, the provisions contained herein shall take precedence.
  - a. Permanent window signs are permitted on the first floor windows of any building and may have a total area of up to four (4) square feet or fifteen (15) percent of the area of each individual window, whichever is greater, with the overall total not to exceed 24 square feet. In addition, said permanent window sign may identify the business name, hours of operation, and/or store specific specialties.
  - b. Temporary window signs are permitted for up to thirty (30) days prior to the scheduled event and for the duration of the special event. And may have a total area of up to twenty-five (25) percent of the area of each individual window. Temporary window signs shall be permitted to identify special events and sales specific to the business or a special event or promotion hosted by the owner of the development.
  - c. Bunting and similar material signs advertising "Coming Soon" shall be permitted any time after lease signing and shall be removed on or before opening day of the business. The maximum size of any such sign shall be 20 square feet.
2. Specific sign types, area, height, and illumination in the FTD shall conform to Section 1008.2.B.2.b. of this chapter, except as noted below. In the event of conflict, the provisions contained herein shall supersede those contained in Article X.
  - a. Freestanding signs. Freestanding signs shall not exceed twenty (20) square feet of sign area on any one face and a mounting height of six (6) feet.
  - b. Monument signs. Monument signs shall be permitted to have up to 100 square feet of sign area on any one face and a mounting height of 10 feet. One (1) monument sign shall



*Section 1012 continued*

be permitted at each entrance to the development. In addition, each free-standing, single-tenant building shall be permitted to have one (1) monument sign. Monument signs should be constructed of materials that compliment the overall design of the development.

- c. Wall signs. Wall signs shall conform to the provisions of Sections 1008.2.B.2.b. and 1011.E.6.
- d. Canopy signs. Canopies shall not exceed forty percent (40%) of the wall plane of the tenant's façade and shall not project more than five (5) feet out from the façade. Graphics permitted on the front face of the canopy shall not exceed ten (10) inches in height. Graphics shall be located on the sloped portion of the canopy and shall not exceed twenty percent (20%) of the sloped area of the canopy.
- e. Directional signs. Up to three (3) monument or freestanding signs shall be permitted within the development to direct patrons to specific areas within the development. Each such directional sign shall be permitted to have up to twelve (12) square feet in sign area on each side and a mounting height of up to six (6) feet. Directional signs shall contain no advertising, logo, insignia or other commercial identifier.
- f. Illumination of signs. Free-standing signs, wall signs and canopy signs shall be permitted to have direct or indirect illumination. Monument signs and directional signs shall be permitted to have indirect illumination only. LED, digital message, and animated signs are prohibited.

Section 5. The Abington Township Zoning Ordinance, Article VIII Supplementary District Regulations, is hereby amended to allow more than one principal use per building or lot for new Use C-34 as follows:

Section 801.A.3. Except in Mixed Use zoning districts and mixed uses C-15 and C-34, no more than one (1) principal use shall be permitted on a lot or parcel. Not more than ten (10) percent of the total gross leasable floor area for nonresidential uses may be devoted to permitted accessory uses.

Section 6. The Abington Township Zoning Ordinance, Article IX Parking and Transportation Standards, is hereby amended to add parking requirements for Use C-34 as follows:

Section 901.3 Commercial Land Uses:

Use C-34: Transit-Oriented Development (TOD): Parking space requirements for nonresidential development in the FTD shall be calculated at the ratio of one (1) off-street parking space for every two hundred and fifty (250) square feet of gross leasable floor area, exclusive of structured parking.

Section 7. To the extent that the provisions of Section 504 of this Ordinance are inconsistent or conflict with other provisions of the Abington Township Zoning Ordinance or Subdivision and Land Development Ordinance otherwise applicable to the FTD, the specific regulations contained in Section 504 shall control and take precedence over such regulations.

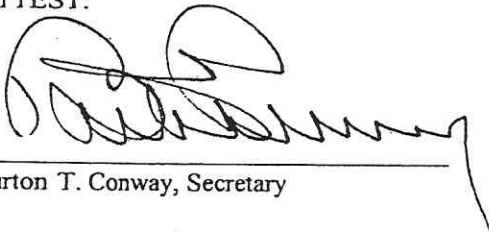
Section 8. The provisions of this Ordinance shall be independent and severable. If any part of this Ordinance is for any reason found to be illegal or invalid, such illegality or invalidation shall not affect or impair any of the remaining parts of this Ordinance, which shall continue to be fully operative as if the illegal or invalid part had not been enacted.

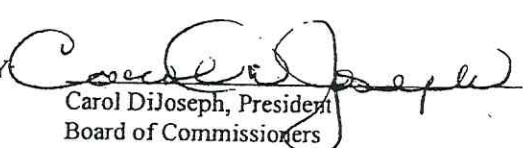
Section 9. This Ordinance shall be effective 5 days following its enactment.

ENACTED AND ORDAINED this 6<sup>th</sup> day of January, 2011.

TOWNSHIP OF ABINGTON

ATTEST:

  
\_\_\_\_\_  
Burton T. Conway, Secretary

BY   
\_\_\_\_\_  
Carol DiJoseph, President  
Board of Commissioners



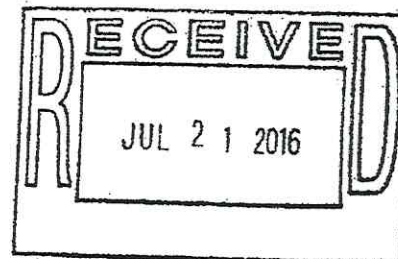




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Kaplin Stewart Meloff Reiter & Stein, PC  
Union Meeting Corporate Center  
910 Harvest Drive, P.O. Box 3037  
Blue Bell, Pa. 19422-0765



July 18, 2016

**Re: Conditional Use Application filed on behalf of Baederwood Residential Partners, L.P.**

Dear Mr. Kaplin,

This letter is sent to inform you that I have received the supplemental plans submitted of the elevations of the Baederwood Shopping Center Site and the proposed layouts of the parking structure. Those plans have been added to the plan set submitted with the Conditional Use Application filed for the residential development of the Baederwood Shopping Center Site.

I have reviewed the supplemental submissions and I must inform you that several issues remain unresolved and if not brought into compliance with the requirements of Ordinance #2000 of the Township of Abington will require relief from the Zoning Hearing Board. The items that still need to be addressed are as follows:

1. Ordinance #2000, Section 504.6.D requires the applicant to install crosswalks from building to building on the site and provide safe convenient sidewalks to all street connections and adjoining properties. As per the plans submitted, only one such access way has been provided for the entire site. This access way does not connect all the buildings on the site or any of the adjoining properties.
2. Ordinance #2000, Section 504.6.F requires bicycle racks at a rate of one rack to accommodate 10 bicycles for every 250 surface parking stalls, be added throughout the site. One bicycle rack has been plotted at the proposed new residential development, however no other racks appear to have been added throughout the site.
3. Ordinance #2000, Section 504.6.G requires all adjacent residential land uses as defined within Section 706.H of the Zoning Ordinance of the Township of Abington be screened in accordance with Section 504.8.G. Additional landscaping is





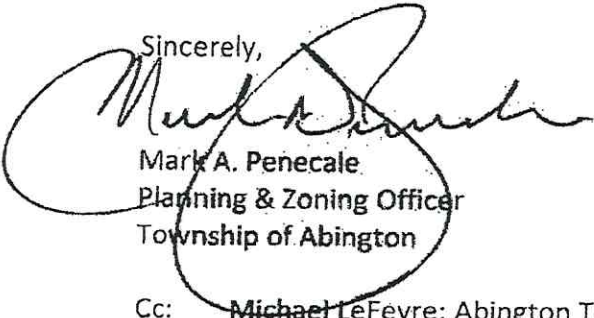
required to be added along The Fairway Frontage to screen Rydal East & Rydal West.

4. Ordinance #2000, Section 504.6.H limits the number of curb cuts to one per site. The existing site currently has four curb cuts on The Fairway. It is the opinion of this office that the number of curb cuts can be reduced to improve traffic flow. Once your escrow is submitted for the third party traffic review, a professional opinion can be issued.
5. Ordinance #2000, Section 504.6.K requires all new and existing loading and service areas to be screened from view of both all streets and adjacent properties. I was unable to locate any proposed landscaping that would bring the plan into compliance with this requirement.
6. Ordinance #2000, Section 504.8.B.2.d requires that at least 10% of all surface parking areas be landscaped with a design rate that will allow at least 20% of all paved surfaces to be shaded within five years.
7. Ordinance #2000, Section 504.C.1 & 2 requires streetscaping to include sidewalks of a design width to permit walking, bicycling and the like. The design must also include landscaping benches, trash cans, planter and bike racks at prescribed distances.
8. Ordinance #2000, Section 504.C.2.f requires sidewalks to be added along onsite access drives. The final number of curb cuts will determine the layout for the required sidewalks.
9. Ordinance #2000, Section 504.C.2.g, h, i, j and k contain the design standards that must be adhered to.
10. Ordinance #2000, Section 504.8.D requires public open spaces. The plan is required to be revised to plot the location of these required public open spaces.
11. Ordinance #2000, Section 504.8.E requires the plan to adhere to lighting standards. In order to ensure that the development is in compliance with the requirements of the ordinance, a lighting plan is required to be submitted for review.

12. Once the plan has been revised to include the additional landscaping, hardscaping and other improvements required by Ordinance #2000, the revised plan will be reviewed to ensure compliance with Sections 504.8.F and Section 504.8.G.

If revised plans and/or studies are submitted, they will be reviewed by this office or other Township Staff and comments on those plans or studies will be sent under separate cover. If there are any questions that you may have, please feel free to contact me at 267-536-1017 or @mpenecale@abington.org.

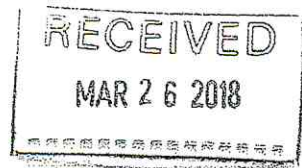
Sincerely,



Mark A. Penecale  
Planning & Zoning Officer  
Township of Abington

Cc: ~~Michael~~ LeFevre; Abington Township Manager  
Lawrence T. Matteo, Jr.; Director of Planning & Code Enforcement  
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AMENDED APPLICATION NO. 17-07

Opinion and Order of the Board

The amended application of **Baederwood Residential Partners, LP, ("BRP")** applicant for the property known as Baederwood Shopping Center, located at 1575 thru 1631 The Fairway, Abington Township, Pa. BRP has submitted a revised application and have requested dimensional variances to reduce the size of the on-site parking stalls to 9 feet in width, allow the four existing ingress/egress points to remain as constructed, eliminate the requirement for sidewalks, the verge wall and street trees along the access drives, allow the existing parking lot light standards to remain as installed, allow the existing landscaping and fence to serve as the required screening of the loading areas abutting adjoining properties and allow the existing buffering to serve as the required landscape buffer and verge wall along the frontage of the site. Dimensional variances have been requested from Section 902.1.A, Section 504.6.H, Section 504.8.B, Section 504.8.C.d & f, Section 504.8.E.2, and Section 504.8.G of the Zoning Ordinance of the Township of Abington. The property is zoned within the {BC} Business Center Noble District of Ward #7 of the Township of Abington.

Upon due advertisement, public hearings were held in the Abington Township Building, 1176 Old York Road, Abington, Pennsylvania, on October 17, 2017, December 19, 2017 and January 12, 2018.

**Present at the hearings were:**

**Gertrude M. Hackney, Esq. Zoning Hearing Board Chairperson**  
**John DiPrimio, Zoning Hearing Board Vice Chairperson**  
**Michael O'Connor, Zoning Hearing Board Member**  
**Barbara M. Wertheimer, Zoning Hearing Board Member**

**Bruce J. Eckel, Zoning Hearing Board Solicitor**  
**Mark Penecale, Zoning Officer**

**Findings of Fact**

**The Property**

1. The Applicant has filed an amended Application to the Zoning Hearing Board ("Board") for variances from certain of the dimensional requirements of the Fairway Transit District zoning district applicable to the Baederwood Shopping Center Site.

2. BRP is an affiliate of Brandolini Companies ("Brandolini")(N.T. 10/17/17, p. 19).

3. BRP is the current owner of 8.423 acres ("**Rear Parcel**") of the overall 18.88 acre tract of land ("**Site**") located adjacent to Fairway Valley Road in Abington Township on which the Baederwood Shopping Center is located (Exhibit A-1, Tab 1; N.T. 10/17/17, pp. 20-21).

4. BRP, through an affiliated entity, has owned the Rear Parcel since 2005 (N.T. 10/17/17, p. 21).

5. Two of the three parcels are currently developed with an existing strip shopping center, a free-standing Whole Foods supermarket, and associated parking ("**Existing Shopping Center**") (Exhibit A-1, Tabs 1, 10; N.T. 10/17/17, pp. 20-21).

6. Abington Township ("**Township**") has repeatedly and consistently treated the 18.88 acre property as one integrated Site (Exhibit A-1, Tab 5; N.T. 10/17/17, p. 24).

7. BSC Jenkintown Limited Partnership ("**BSC**") owns the two parcels within the Site on which the Existing Shopping Center is currently located ("**Shopping Center Parcels**").

8. The rear 8.423 acres of the Site are owned by BRP and are undeveloped ("**Rear Parcel**") (Exhibit A-1, Tab 10).

#### **The Conditional Use Application**

9. On or about February 4, 2016, BRP filed a Conditional Use Application ("**CU Application**") for the development of a 244 - unit apartment building (Use H-1) on the Rear Parcel ("**Proposed Apartment Development**") (Exhibit A-1, Tab 2; N.T. 10/17/17, p. 25).

10. At the time the CU Application was filed, the three parcels comprising the Site were located in the Fairway Transit Zoning District ("**FTD District**") and subject to Ordinance 2000, adopted by the Township in 2011 ("**FTD Ordinance**"), and were the only parcels within the Township located in the FTD District (Exhibit A-1, Tab 4; N.T. 10/17/17, p. 26).



11. The Site constitutes a “non-conforming site” under the FTD Ordinance, in that the existing development located on the Site does not comply with the use, dimensional, special development, or design requirements of the FTD Ordinance (Exhibit A-1, Tabs 8, 10; N.T. 10/17/17, p. 35).

12. By letter dated June 15, 2016, BRP registered the legal nonconformities which existed on the Site (Exhibit A-1, Tab 8).

13. Pursuant to Section 504.3.D of the FTD Ordinance, a “transit oriented development” (“TOD”) is a use permitted by conditional use on sites larger than one (1) acre (Exhibit A-1, Tab 4).

14. Section 706.C of the FTD Ordinance requires that a TOD contain a mixture of office, commercial, residential and community uses and Section 504.4.B requires a minimum of 20% residential floor area (Exhibit A-1, Tab 4).

15. The FTD Ordinance allows the further development of the Site with apartments and residential development is necessary to bring the Site into conformity with the use regulations of the FTD Ordinance (Exhibit A-1, Tab 4).

16. The Rear Parcel is landlocked and cannot be developed on a standalone basis (N.T. 10/17/17, p. 64).

17. Any access to the Rear Parcel must come through the Existing Shopping Center (N.T. 10/17/17, p. 64; N.T. 12/19/17, p. 198).

18. The Proposed Apartment Development depicted on the CU Plan included minor modifications to one of the drive aisles within the Existing Shopping Center, designed in conformity with the FTD Ordinance requirements, in order to better define access to the Proposed Apartment Development (Exhibit A-1, Tab 11).

19. On July 18, 2016, Mark Penecale, the Township Planning and Zoning Officer issued a zoning determination (“**Penecale Determination**”) in which he reviewed the CU Application and concluded that in order to develop the Proposed Apartment Development, BRP would have to bring the Existing Shopping Center into compliance with certain FTD Ordinance provisions (“**Specified FTD Compliance Items**”) or obtain variances therefrom (Exhibit A-1, Tab 3; N.T. 10/17/17, pp. 25-26).

20. Specifically, the Penecale Determination requires that:

**Item 1.** Crosswalks must be installed between all existing buildings located on the Shopping Center Parcels;

**Item 2.** Bicycle racks must be added throughout the Shopping Center Parcels;

**Item 3.** Landscaping must be installed on the Shopping Center Parcels along all residential land uses, including Rydal East and Rydal West (across the Fairway);

**Item 4.** Three of the four existing curb cuts on the Shopping Center Parcels be eliminated;

**Item 5.** Existing loading and service areas on the Shopping Center Parcels must be screened from view from all streets and adjacent properties;

**Item 6.** Existing parking areas on the Shopping Center Parcels must be landscaped;

**Item 7.** Sidewalks, landscaping, benches, trash cans, planters and bicycle racks must be added on the Shopping Center Parcels along the Fairway;

**Item 8.** Sidewalks must be added along onsite access drives;

**Item 9.** The design standards contained in Section 504.C.2.g, h, i, j and k must be adhered to;

**Item 10.** The location of public open spaces must be plotted on the CU Plan;



**Item 11.** New light standards must be added throughout the parking areas on the Shopping Center Parcels; and

**Item 12.** The design standards contained in Section 504.C.2.g, h, i, j and k must be adhered to.

21. All of the Specified FTD Compliance Items listed in the Penecale Determination relate only to the Existing Shopping Center and not to the Proposed Apartment Development N.T. 10/17/17, p. 36).

22. The Proposed Apartment Development, as depicted on the CU Plan, complies with all of the dimensional requirements, special development regulations and design standards of the FTD Ordinance (N.T. 10/17/17, p. 36).

23. The Proposed Apartment Development, as depicted on the CU Plan, does not increase the extent of any of the legal nonconformities which exist on the Site, nor does it create any new nonconformities.

24. On August 8, 2016, BRP appealed the Penecale Determination to the Zoning Hearing Board ("**Board**") (N.T. 10/17/17, p. 27).

25. By written decision dated May 17, 2017 and Opinion and Order dated June 5, 2017, the Board affirmed the Penecale Determination that, in order to make the minor modifications to the main access drive within the Existing Shopping Center that are necessary to develop the Proposed Apartment Development, BRP would have to bring the entire Existing Shopping Center into compliance with the Specified FTD Compliance Items or obtain variances therefrom ("**ZHB Decision**") (Exhibit A-1, Tab 5).

### The Variance Application

26. On June 12, 2017, BRP submitted an application for variances from all of the Specified FTD Compliance Items contained in the Zoning Officer's Determination ("**Initial Variance Application**").

27. Following the submission of the Initial Variance Application, BRP worked with BSC to obtain its approval to modify the CU Plan to bring the Existing Shopping Center into compliance with certain of the Specified FTD Compliance Items set forth in the Penecale Determination (Exhibit A-1, Tab 7; N.T. 10/17/17, pp. 28, 31-32).

28. After receiving BSC's approval, BRP modified the CU Plan to bring the Proposed Development into compliance with certain of the Specified Compliance Items contained in the Penecale Determination ("**Amended Plan**") (Exhibit A-1, Tab 11).

29. On September 14, 2017, BRP submitted an Amended Variance Application to the Township, together with the Amended Plan, and BSC's Consent and Joinder in the Amended Variance Application (Exhibit A-1, Tab 11).

30. As depicted on the Amended Plan, *if the Board grants a variance from the parking stall size requirement of the FTD Ordinance to allow the parking stalls within the Existing Shopping Center to be reduced from 10' x 18' to 9' x 18'*, BRP will be able to comply with the following Specified Compliance Items of the Penecale Determination (N.T. 10/17/17, pp. 28-31, 77-84):

**Item 1.** Construct required crosswalks from building to building and sidewalk to the street and to adjoining properties;

**Item 2.** Provide the required bicycle racks;

**Item 5.** Provide the required screening of all loading and service areas;



**Item 6.** Provide the required parking lot landscaping;

**Item 7.** Provide the required landscaping benches, trash cans, planters and bike racks;

**Item 9.** Comply with the design standards set forth in Section 504.8.C.2.g, h, l, j and k of the FTD Ordinance;

**Item 12.** Comply with the design standards set forth in Section 504.8.F of the FTD Ordinance.

31. If the Board does not grant the variance to allow the parking stalls within the Existing Shopping Center to be reduced from 10' x 18' to 9' x 18', BRP will be unable to bring the Existing Shopping Center into conformity with the Specified Compliance Items contained in the Penecale Determination and no further changes would be able to be made to the Existing Shopping Center (Exhibit A-2; N.T. 10/17/17, pp. 62, 87-88).

**Requested Partial Variance from Section 902.1.A as to Parking Stall Size**

32. The FTD Ordinance does not specify minimum parking stall sizes in the FTD District but incorporates the general off-street parking requirements of Article IX of the Zoning Ordinance (Exhibit A-1, Tab 4).

33. At the time BRP submitted its CU Application to the Township, Article IX, Section 902.1.A of the Zoning Ordinance required that parking spaces be a minimum of 10' x 18' (N.T. 10/17/17, p. 60).

34. The parking spaces for the Proposed Apartment Development will be 10' x 18' and will comply with the requirements of Article IX, Section 902.1.A of the Zoning Ordinance (N.T. 10/17/17, pp. 85-86).

35. There are currently 570 parking spaces within the Existing Shopping Center (Exhibit A-1, Tab 10; N.T. 12/19/17, p. 136).

36. The parking spaces in the Existing Shopping Center are of various sizes, the majority of which are 10' x 18' and some of which are 10' x 16' (N.T. 12/19/17, p. 139).

37. Without a partial variance from Section 902.1.A of the Zoning Ordinance to reduce the minimum parking stall size from 10' x 18' to 9' x 18' ("**Requested Parking Stall Size Variance**"), compliance with the parking lot landscaping requirements of the FTD Ordinance would necessitate the loss of 32 parking spaces within the Existing Shopping Center (Exhibits A-1, Tab 11; A-2; N.T. 12/19/17, pp. 127-128, 145-146).

38. The grant of the Requested Parking Stall Size Variance would make all of the parking stall sizes uniform and would allow BRP to continue to provide 570 parking spaces within the Existing Shopping Center (Exhibit A-1, Tab 11; N.T. 12/19/17, p. 136).

39. Whole Foods has leased space within the Existing Shopping Center since 1998 (N.T. 10/17/17, pp. 31, 38-39).

40. The original Whole Foods lease from 1998, and all amendments thereof have expressly prohibited the number of parking spaces within the Existing Shopping Center to be reduced to less than 570 parking spaces (Exhibit A-1, Tab 6; N.T. 10/17/17, pp. 31, 52).

41. The Whole Foods lease, and the prohibition against the reduction of the number of parking spaces to less than 570 parking spaces, pre-dated the creation of the FTD Ordinance (N.T. 10/17/17, pp. 39, 51-52).

42. Without the Requested Parking Stall Size Variance it is not possible to provide the parking lot landscaping required by the FTD Ordinance, while continuing to maintain the number of parking spaces required by the Whole Foods Lease (N.T. 10/17/17, pp. 85-87; N.T. 12/19/17, p. 128).

43. As stated in Section 504.1.D of the FTD Ordinance, the provision of landscape amenities is one of the purposes of the FTD Ordinance (Exhibit A-1, Tab 4).



44. In contrast, the Requested Parking Stall Size Variance is *de minimis* in nature, in that it only seeks to reduce the required width of each parking stall by one (1) foot and does not seek to reduce the required length of any of the parking stalls (N.T. 10/17/17, p. 33).

45. The grant of the Requested Parking Stall Size Variance would not alter the essential character of the neighborhood or the district in which the Site is located, in that:

a. A 9 x 18 parking stall size is a uniformly accepted parking stall dimension (N.T. 10/17/17, pp. 33-34);

b. Willow Grove Mall's surface parking fields have 9' x 18' spaces (N.T. 10/17/17, p. 33);

c. Abington Shopping Center has 9' x 18' spaces (N.T. 10/17/17, p. 33);

d. Abington Hospital's Woodland Garage and Zipley Garage have 9' x 18' spaces (N.T. 10/17/17, p. 33);

e. Aldi Supermarket has 9' x 18' spaces (N.T. 10/17/17, p. 65).

46. The grant of the Requested Parking Stall Size Variance would be in the public interest in that it would enable BRP to bring the existing legally nonconforming Shopping Center into compliance with the parking lot landscaping requirements of the FTD Ordinance.

**Requested Variance from Section 504.6.H as to Number of Curb Cuts**

47. Section 504.6.H of the FTD Ordinance limits the number of curb cuts to two per site, where the property has more than 300 feet of frontage (Exhibit A-1, Tab 4; (N.T. 10/17/17, p. 88).

48. Section 504.6.H of the FTD Ordinance limits the number of curb cuts to two per site, regardless of whether the property has 300 or 3000 feet of frontage (Exhibit A-1, Tab 4; (N.T. 10/17/17, p. 91).

49. The Site currently has ±1400 lineal feet of frontage along the Fairway and has 4 curb cuts along the Fairway and is legally nonconforming (N.T. 10/17/17, p. 91).

50. The Whole Foods lease and other tenant leases within the Existing Shopping Center require that all 4 existing accesses along the Fairway remain (N.T. 10/17/17, p. 89).

51. The required elimination of 2 of the 4 existing curb cuts along the Fairway would violate the existing tenant leases within the Existing Shopping Center (N.T. 10/17/17, p. 89).

52. The required elimination of 2 of the 4 existing curb cuts within the Existing Shopping Center would create confusion and would negatively impact vehicular circulation and safety within the Existing Shopping Center (N.T. 10/17/17, pp. 91-92).

53. Typically, when a site has as much frontage as this Site does, it is better to have four curb cuts than two curb cuts to better distribute traffic (N.T. 10/17/17, p. 91).

54. The four existing curb cuts are spread out in the Existing Shopping Center and create convenience to come and go from the Existing Shopping Center (N.T. 10/17/17, p. 92).

55. Three of the four existing curb cuts allow for left turns in and out of the Existing Shopping Center, which better distributes traffic (N.T. 10/18/17, pp. 91-92).

56. There are existing breaks in the median barrier which is located in the center of the Fairway which allow left turns in and out of the Existing Shopping Center. If two of the existing curb cuts are eliminated, the breaks in the median will only confuse drivers because there will be no place to turn into the Existing Shopping Center (Exhibit A-1, Tab 10; N.T. 10/17/17, pp. 91-92).

57. Absent any new development, the four existing curb cuts are legally nonconforming and permitted to remain (N.T. 10/17/17, p. 92).

58. Therefore, the requested variance from Section 504.6.H of the FTD Ordinance ("**Requested Curb Cut Variance**") is *de minimis* in nature, in that it only seeks to allow the existing legally nonconforming curb cuts to remain, with design modifications to the main Access Drive to better define access (N.T. 10/17/17, pp. 88-89; N.T. 12/19/17, pp. 150, 173-174).



59. The Requested Curb Cut Variance would not alter the essential character of the neighborhood, would not substantially or permanently impair the appropriate use or development of adjacent property, and would not be detrimental to the public welfare, in that it only seeks to allow the existing legally nonconforming curb cuts to remain.

**Requested Partial Variance from Section 504.8.E.2 as to Parking Lot Lighting**

60. Section 504.8.E.2 requires that parking lot light standards not exceed 18 feet in height (exhibit A-1, Tab 4).

61. The new light standards for the Proposed Apartment Development will comply with the lighting standards set forth in Section 504.8.E.2 of the FTD Ordinance (N.T. 12/19/17, pp. 132-133).

62. The existing parking lot light standards within the Existing Shopping Center are 35 feet high and exceed the height limitations of Section 504.8.E.2 of the FTD Ordinance (N.T. 10/17/17, p. 93).

63. Absent any new development, the existing parking lot light standards within the Existing Shopping Center are legally nonconforming and permitted to remain.

64. The requested variance from Section 504.8.E.2 of the FTD Ordinance ("**Requested Lighting Variance**") is *de minimis* in nature, in that it only seeks to allow the existing legally nonconforming parking lot lighting to remain (N.T. 10/17/17, pp. 92-93; N.T. 12/19/17, p. 151).

65. The mere replacement of the existing light standards within the Shopping Center with lower light standards, without the addition of new light standards, would not provide sufficient light for safety purposes (N.T. 10/17/17, p. 93).

66. In order to meet the photometric requirements of the FTD Ordinance and provide adequate lighting for safety purposes, compliance with Section 504.8.E.2 of the FTD Ordinance would

require that all of the existing legally nonconforming light standards in the Existing Shopping Center be removed and replaced with many more, lower light standards (N.T. 10/17/17, p. 93).

67. The installation of additional light standards would require the elimination of an additional 25 parking spaces, even with the grant of the Requested Parking Stall Size Variance (Exhibit A-2; N.T. 10/17/17, pp. 93-94; N.T. 12/19/17, pp. 132-133, 150-151).

68. The installation of additional light standards would reduce the number of parking spaces below the number required by the Whole Foods lease, thereby violating the Whole Foods lease (N.T. 10/17/17, pp. 93-94).

69. The grant of the Requested Lighting Variance would not alter the essential character of the neighborhood or the district in which the Site is located, would not substantially or permanently impair the appropriate use or development of adjacent property, and would not be detrimental to the public welfare, in that it would simply allow the existing light standards to remain.

**Requested Precautionary Variance from Section 504.8.C.2.d as to Street Trees Along Main Access Drives**

70. Section 504.8.C.2.d of the FTD Ordinance requires that street trees be planted every 40 feet along all main access drives within the Site (Exhibit A-1, Tab 4).

71. The FTD Ordinance defines a main access drive as:

Main access driveway. The primary function of the main access driveway is to provide access to a development site from a public or private street to a secondary access driveway or development sites on adjacent parcels.

72. Based on the FTD Ordinance's definition of main access drive, there is one main access drive which provides access to the Rear Parcel, the secondary drive aisles and the adjacent Noble Town Center parcel ("**Main Access Drive**") (N.T. 10/17/17, pp. 95-96; N.T. 12/19/17, pp. 167-168, 195-196).



73. BRP proposes to provide the street trees required by Section 504.8.C.2.d of the FTD Ordinance along the Main Access Drive (N.T. 10/17/17, pp. 96-97, 99).

74. The Board determines that the other three existing accesses from the Fairway constitute main access drives and there is not adequate space along these access drives to provide the street trees required by Section 504.8.C.2.d of the FTD Ordinance without eliminating 20 additional parking spaces and reducing the number of parking spaces within the Existing Shopping Center below the number required by the Whole Foods lease, thereby violating the Whole Foods lease ("**Precautionary Street Tree Variance**") (Exhibit A-2; N.T. 10/17/17, pp. 97-98; N.T. 12/19/17, pp. 130-132, 149-150).

75. The grant of the Precautionary Street Tree Variance, if necessary, would not alter the essential character of the neighborhood or the district in which the Site is located, would not substantially or permanently impair the appropriate use or development of adjacent property, and would not be detrimental to the public welfare, in that it would simply allow the existing accesses to remain as they are today.

**Requested Partial Variance from Section 504.8.C.2.f. as to Sidewalks and Verge Along Secondary Access Drives**

76. There is not presently a sidewalk or verge along the Main Access Drive on the Site (Exhibit A-1, Tab 10).

77. In connection with the Proposed Apartment Development, BRP proposes to provide a sidewalk and verge along the Main Access Drive as required by Section 504.8.C.2.f of the FTD Ordinance (N.T. 10/17/17, p. 100).

78. Section 504.8.C.2.f of the FTD Ordinance also requires a 6 foot wide sidewalk and verge along secondary access drives (Exhibit A-1, Tab 4).

79. The FTD Ordinance defines a secondary access drive as follows:

The primary function of a secondary access driveway is to provide access from the main access driveway to parking areas.

80. Based on the FTD Ordinance's definition of secondary access driveway, the main drive aisle in front of the buildings within the Existing Shopping Center and the access drive closest to and parallel to the Fairway constitute the secondary access drives.

81. There are sidewalks along both of the secondary access driveways (N.T. 10/17/17, p. 101).

82. There is verge along the access driveway closest to and parallel to the Fairway on the Shopping Center Parcel (N.T. 10/17/17, p. 101).

83. There is no verge along the sidewalk in front of the existing buildings or the portion of the driveway closest to and parallel to the Fairway on the Whole Foods Parcel (N.T. 10/17/17, pp. 101-102).

84. There is not sufficient area to put a verge adjacent to the sidewalk along the front of the buildings without eliminating additional parking spaces within the Existing Shopping Center, which would reduce the number of parking spaces required by the Whole Foods lease ("**Requested Verge Variance**") (Exhibit A-2; N.T. 10/17/17, p. 102).

85. The Requested Verge Variance is *de minimis* in nature, in that it only seeks to allow the existing legally nonconforming secondary access drive to remain.

86. The grant of the Requested Verge Variance would not alter the essential character of the neighborhood or the district in which the Site is located, would not substantially or permanently impair the appropriate use or development of adjacent property, and would not be detrimental to the public



welfare, in that it would simply allow the existing secondary access along the front of the existing buildings to remain as it is today.

**Variance from Section 504.8.C.2.f. as to Sidewalks and Verge Along Other Access Drives**

87. There are no sidewalks or verge along any of the other drive aisles within the Existing Shopping Center (N.T. 10/17/17, p. 102).

88. The Board determines that the other drive aisles within the Existing Shopping Center constitute secondary access drives or main access drives and there is not adequate space along these access drives to provide the sidewalk and verge required by Section 504.8.C.2.f of the FTD Ordinance without eliminating additional parking spaces and thereby reducing the number of parking spaces within the Existing Shopping Center below the number required by the Whole Foods lease, thereby violating the Whole Foods lease ("**Precautionary Sidewalk and Verge Variance**") (Exhibit A-2; N.T. 10/17/17, p. 102).

89. The Sidewalk and Verge Variance is *de minimis* in nature, in that it only seeks to allow the existing legally nonconforming access drives to remain. The grant of the Sidewalk and Verge Variance would not alter the essential character of the neighborhood or the district in which the Site is located, would not substantially or permanently impair the appropriate use or development of adjacent property, and would not be detrimental to the public welfare, in that it would simply allow the existing accesses to remain as they are today.

**Requested Partial Variance from Section 504.8.G.3.c as to Landscape Screen**

90. Section 504.8.g.3.c of the FTD Ordinance requires a 6 foot high fence and landscaped screen equivalent to one half of the required building setback along property lines abutting other zoning districts (Exhibit A-1, Tab 4).

91. Since the Site is the only FTD zoned property in the Township, all property lines abut other zoning districts.

92. BRP proposes to provide the fence and landscaped screen along all property lines abutting the Proposed Apartment Development which is required by Section 504.8.g.3.c of the FTD Ordinance (N.T. 10/17/17, p. 103).

93. Because of the location of the Existing Buildings on the Site it is impossible for BRP to provide the required landscape screen along the eastern property line contiguous to Rydal Park without losing parking and without blocking the decorative fence that the adjacent property owner has erected (Exhibit A-2; N.T. 10/17/17, pp. 103-104; N.T. 12/19/17, p. 153).

94. While BRP proposes to construct the required fence along the rear property line of the Whole Foods Parcel, there is not adequate room to put the required 5 foot landscaped area without intruding into the loading area for the existing Whole Foods building (N.T. 10/17/17, pp. 104-105).

95. Along the western property line abutting the Noble Town Center, there is not sufficient space to provide the required 5 foot landscaped area in addition to the sidewalk, verge and 24 foot wide Main Access Drive without losing parking (N.T. 10/17/17, pp. 104-106).

96. Compliance with the requirements Section 504.8.G.3.c along the eastern, southern and western property lines of the Existing Shopping Center would require the elimination of 16 additional parking spaces within the Existing Shopping Center, which would reduce the number of parking spaces below the number required by the Whole Foods lease, thereby violating the Whole Foods lease (Exhibit A-2; N.T. 12/19/17, pp. 132-134).

97. The requested variance from Section 504.8.G.3.c of the FTD Ordinance ("**Requested Landscape Screen Variance**") is *de minimis* in nature, in that it only seeks to allow the existing legally nonconformity to remain.



98. The grant of the Requested Landscape Screen Variance would not alter the essential character of the neighborhood or the district in which the Site is located, would not substantially or permanently impair the appropriate use or development of adjacent property, and would not be detrimental to the public welfare, in that it would simply allow the Site to remain as it is today.

**Variance from Section 504.8.B.2.b as to Street Screening Requirement**

99. Section 504.8.B.2.b of the FTD Ordinance requires that parking lots having frontage on a street have a 5-foot wide landscaped area with a 3-foot high wall or hedge to provide a screen (Exhibit A-1, Tab 4).

100. There is currently a landscaped area between the existing sidewalk and parking lot on the Shopping Center Parcel. However, a portion of that landscaped area is located within the legal right-of-way of the Fairway (Exhibit A-1, Tab 10; N.T. 10/17/17, p. 107; N.T. 12/19/17, p. 154).

101. If the landscaped area required by 504.8.B.2.b of the FTD Ordinance is permitted to be partially located within the legal right-of-way of the Fairway, BRP can comply with 504.8.B.2.b of the FTD Ordinance and no variance is required (N.T. 10/17/17, pp. 107-108).

102. If the landscaped area required by 504.8.B.2.b of the FTD Ordinance is not permitted to be partially located within the legal right-of-way of the Fairway, BRP cannot comply with this requirement without eliminating existing parking and reducing the number of parking spaces within the Existing Shopping Center below the number required by the Whole Foods lease, thereby violating the Whole Foods lease (N.T. 10/17/17, pp. 110-111).

103. There is currently no landscaped area between the existing sidewalk and parking lot on the Whole Foods Parcel (Exhibit A-1, Tab 10).

104. If the landscaped area required by 504.8.B.2.b of the FTD Ordinance is permitted to be partially located within the legal right-of-way of the Fairway, BRP can reconfigure the parking lot in the front of the Whole Foods Parcel to provide the landscaped area required by Section 504.8.B.2.b of the FTD Ordinance and no variance is required, provided that the Parking Stall Size Variance is granted (N.T. 10/17/17, pp. 107-109).

105. If the landscaped area required by 504.8.B.2.b of the FTD Ordinance is not permitted to be partially located within the legal right-of-way of the Fairway, BRP cannot comply with this requirement on the Whole Foods Parcel without eliminating 53 additional parking spaces and reducing the number of parking spaces within the Existing Shopping Center below the number required by the Whole Foods lease, thereby violating the Whole Foods lease (Exhibit A-2; N.T. 10/17/17, pp. 110-111; N.T. 12/19/17, pp. 134).

106. The requested precautionary variance from Section 504.8.B.2.b of the FTD Ordinance ("**Precautionary Street Screen Variance**"), if required in order to permit the required landscaped area to be partially located within the right-of-way of the Fairway, is *de minimis* in nature, in that it only seeks to allow the existing legally nonconformity to remain (N.T. 12/19/17, pp.159-160).

107. The grant of the Precautionary Street Screen Variance would not alter the essential character of the neighborhood or the district in which the Site is located, would not substantially or permanently impair the appropriate use or development of adjacent property, and would not be detrimental to the public welfare, in that it would simply allow the Site to remain as it is today.

#### **The Necessity for the Grant of the Requested Variances**

108. Denial of all of the requested variances and compliance with those requirements of the FTD Ordinance would reduce the number of parking spaces within the Existing Shopping Center from



570 to 424, would result in the loss of approximately 146 parking spaces within the Existing Shopping Center, and would reduce the number of parking spaces below that required by the Whole Foods lease *and the FTD Ordinance*. (Exhibit A-2; N.T. 12/19/17, pp. 139, 141).

109. It is impossible to comply with all of the Specified Compliance Items without reducing the number of parking spaces below the number required by the FTD Ordinance and below the number required by the Whole Foods lease (N.T. 10/17/17, p. 112).

110. Based on the Penecale Determination, as affirmed by the ZHB Decision, *any development* of the Rear Parcel, the Shopping Center and/or the Whole Foods Parcel would trigger the requirement to comply with all of the Specified Compliance Items (N.T. 10/17/17, p. 112).

111. The denial of the requested variances would create an unnecessary and unique hardship upon the Site, in that it would:

- a. Prevent any development of the Rear Parcel;
- b. Prevent any modifications within the Existing Shopping Center; and
- c. Effectively “freeze” the Existing Shopping Center as it stands today.

### Conclusions Of Law

1. The CU Application for the Proposed Apartment Development was submitted to the Township prior to the enactment of the new Zoning Ordinance which eliminated the FTD District.
2. The CU Application remains pending before the Township.
3. The Variance Application and the Amended Variance Application were submitted to address the comments of the Zoning Officer with regard to the CU Application.
4. The Apartment Development remains subject to the FTD Ordinance.

5. The Shopping Center Parcel, the Whole Foods Parcel and the Rear Parcel together constitute a single Site under the FTD Ordinance.

6. The Site is currently legally nonconforming with regard to the use requirements of the FTD Ordinance.

7. The Proposed Apartments will bring the Site into compliance with the use requirements of the FTD Ordinance

8. Based on the Penecale Determination, as affirmed by the Board's Decision, the proposed minor modifications to the Main Access Drive within the Existing Shopping Center trigger the requirement to comply with the Specified FTD Compliance Items set forth in the Penecale Determination.

9. Based on the Penecale Determination, as affirmed by the ZHB Decision, any development of the Rear Parcel or modifications within the Existing Shopping Center, the Shopping Center and/or the Whole Foods Parcel would trigger the requirement to comply with all of the Specified Compliance Items.

10. The Specified FTD Compliance Items relate to existing nonconformities within the Existing Shopping Center.

11. Each of the requested variances, other than the reduction of parking stall size, seek only to maintain an existing legal nonconformity within the Existing Shopping Center.

12. The Proposed Parking Stall Size Variance is necessary for BRP to comply with *any* of the Specified FTD Compliance Items other than bicycle racks and street furniture.

13. As depicted on the Amended Variance Plan, with the Proposed Parking Stall Size Variance, BRP will be able to comply with several of the Specified FTD Compliance Items.



14. As depicted on the Amended Variance Plan, BRP has attempted to comply with as many of the Specified FTD Compliance Items as possible without violating the parking space requirements of the Whole Foods Lease and the FTD Ordinance.

15. The evidence demonstrates that BRP has sought the minimum variances necessary to afford relief.

16. The evidence demonstrates that the Site is uniquely burdened by the requirements of the FTD Ordinance for which the requested variances are sought.

17. The evidence demonstrates that the denial of the requested variances would create an unnecessary and unique hardship upon the Site.

18. The evidence demonstrates that the hardship was not created by BRP's sale of the Shopping Center Parcel and Whole Foods parcel to BSC, or by BRP's retention of ownership of the Rear Parcel with knowledge of its zoning.

19. The evidence demonstrates that some of the requested variances are de minimis in nature.

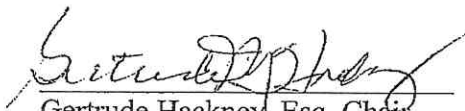
20. The evidence demonstrates that none of the requested variances would alter the essential character of the neighborhood or the district in which the Site is located, substantially or permanently impair the appropriate use or development of adjacent property, or be detrimental to the public welfare, in that it would simply allow the Site to remain as it is today.

BRP has met its burden and is entitled to the grant of each of the requested variances.

### **Opinion and Order of the Board**

The requested dimensional variances from Section 902.1.A, Section 504.6.H, Section 504.8.B, Section 504.8.C.d & f, Section 504.8.E.2 and Section 504.8.G of the Zoning Ordinance of the Township of Abington are **APPROVED**.

### **Zoning Hearing Board of the Township of Abington**

  
Gertrude Hackney, Esq, Chair (Aye)

  
John DiPrimio, Vice-Chair (Aye)

  
Michael O'Connor, Member (Aye)

  
Barbara M. Wertheimer, Member (Nay)

Dated: March 20, 2018

**Decision Date**  
**February 20, 2018**

*Note: There is a 30-day period after the date of a decision for an aggrieved person to file an appeal in court to contest a denial by the Zoning Hearing Board.*



*Applicants that take action on a Zoning Hearing Board approval during the 30-day appeal period do so at their own risk.*

*All applicable permits must be secured from the Township of Abington within (6) six months of this decision or this decision becomes null and void.*



**BOHLER ENGINEERING**  
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**REVISIONS**

NO.	DATE	DESCRIPTION
1	01/15/2017	FOR CONSTRUCTION

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 800-4-A-DAWG  
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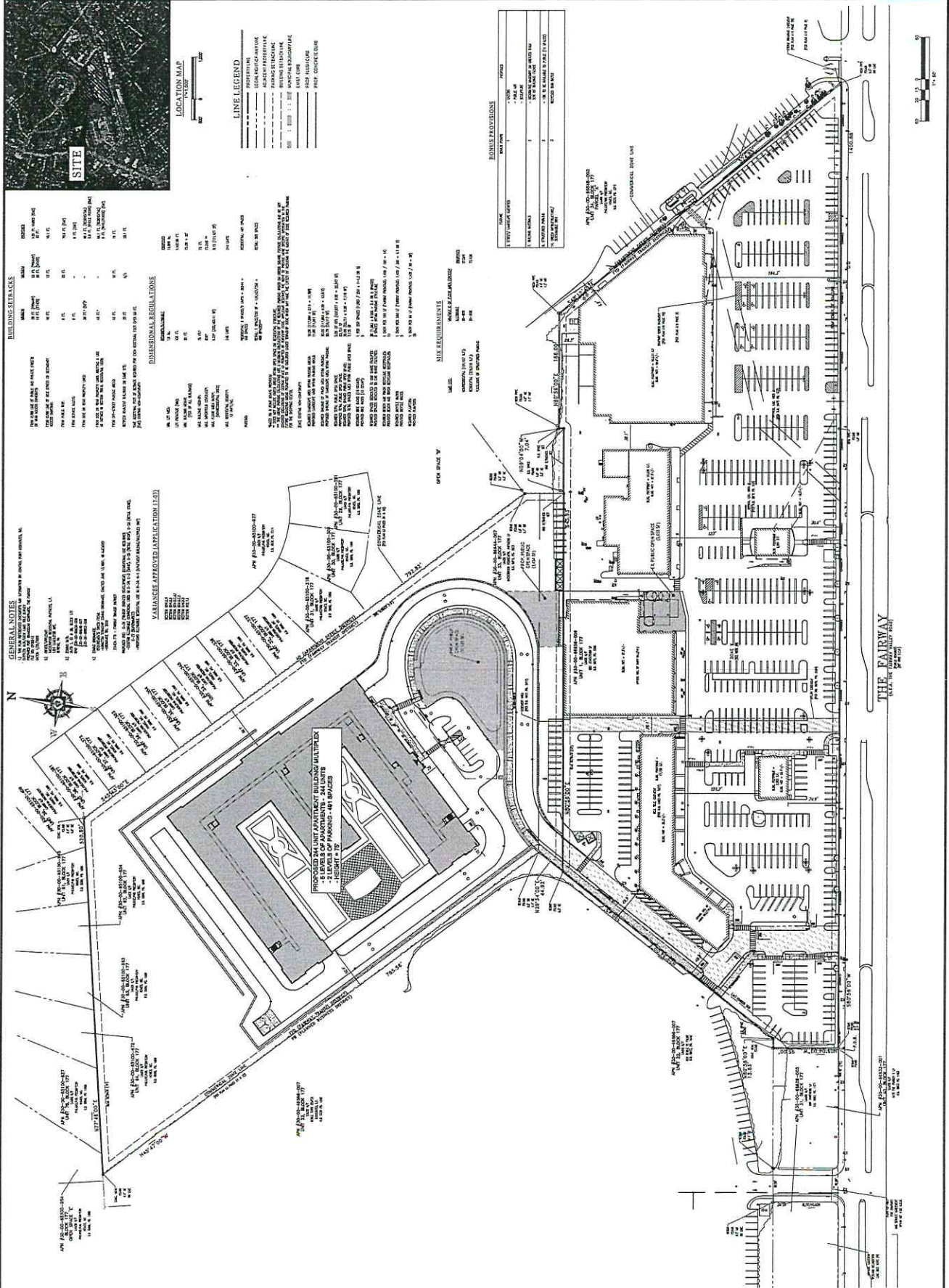
**NOT APPROVED FOR CONSTRUCTION**  
 PROJECT: PHOENIX  
 PREPARED BY: A.S. BENOSKY  
 SCALE: 1/8" = 1'-0"

**CONDITIONAL USE PLANS FOR REDSTONE AT HARDWOOD**  
 THE FAIRWAY  
 ABERDEEN COUNTRY CLUB  
 MONTGOMERY COUNTY, PA

**BOHLER ENGINEERING**  
 1000 N. 10TH ST. SUITE 200  
 PHILADELPHIA, PA 19107  
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 FAX: 215-592-1235  
 WWW.BOHLERENGINEERING.COM

**AS BENOSKY**  
 REGISTERED LANDSCAPE ARCHITECT  
 PENNSYLVANIA LICENSE NO. 000000000000000000

**OVERALL SITE PLAN**  
 SHEET NUMBER: 2  
 OF 37  
 REVISION: 1





[illegible]





abenosky@bohlereng.com

**EDUCATION:**

Bachelor of Science,  
West Virginia University (1992)

**PROFESSIONAL LICENSES:**

New Jersey Registered Landscape  
Architect - 21AS00083600

Pennsylvania Registered  
Landscape Architect- LA001371E

New York Registered Landscape  
Architect- 001867-1

Delaware Registered Landscape  
Architect - S1-0000449

**PROFESSIONAL AFFILIATIONS:**

American Society of Landscape  
Architects

New Jersey Chapter ASLA

Pennsylvania/Delaware Chapter  
ASLA (Steering committee 92-96)

C.L.A.R.B. - Certified Landscape  
Architect (1999 to present)

International Council of Shopping  
Centers

## ADAM BENOSKY, RLA PRINCIPAL

### Bohler Engineering, 2003 - Present Chalfont, Pennsylvania

Adam currently serves as Principal for Bohler's Pennsylvania Branch offices. He began his career with Bohler in 2003 and has been instrumental in the growth of Bohler's Pennsylvania operations. Adam manages development teams in both our Philadelphia and Chalfont offices, providing guidance and creative solutions with his hands-on approach. Adam works closely with both his clients and project team during all phases of his projects, from feasibility and conceptual planning, through entitlements and construction. Adam has managed the land development of many complex projects; including the design of large scale commercial centers, mixed-use facilities, residential developments and campus master plans. In addition, Adam serves as an account manager for several of Bohler's largest corporate accounts and is responsible for ensuring consistency in quality and customer service throughout the Bohler footprint.

### EXPERT TESTIMONY

On behalf of numerous clients in Pennsylvania and New Jersey, Adam has testified before Planning Commissions, Board of Supervisors, Zoning Hearing Boards and related municipal entities, in over 50 different municipalities.

### The Reynolds Group, Inc., 1998 - 2003 Raritan, New Jersey/Yardley, Pennsylvania

Senior Project Manager generally responsible for a variety of land development projects beginning with feasibility studies, followed by conceptual design phase then proceeding to the generation of construction drawings and cost-estimating. Projects include Environmental Planning, Recreation Planning, Site Plans, Campus Planning, Planting Plans. Specific tasks include design of projects in accordance with municipal land use ordinances, County, and State regulations, team management and budget supervision, development of project proposals. Production of drawings including grading plans, landscape plans, and details as well as specifications. Expert testimony throughout the state of PA and NJ, as required.



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# **ADAM BENOSKY, RLA PRINCIPAL (cont'd)**

## **Derck & Edson Associates, LLP, 1993-1998**

### **Lititz, Pennsylvania**

Integral part of the Landscape Architectural/ Civil Engineering design studio. Responsible for a variety of projects beginning at the conceptual design phase, through construction drawings, and into construction observation. Projects included: Public Schools, Colleges, Parks, Churches, Environmental Planning and Retirement Communities.

### **Studio Manager, January 1997 - August 1998**

Responsible for the coordination of a number of projects for client management drawing production, project quality and cost control, specification production, and drawing review. In addition, duties included development of project proposals, municipal presentations, project scheduling, and ultimate client satisfaction.

### **Project Manager, November 1995 - January 1997**

Management of Land Development and Construction Projects. Duties included preparation of project proposals, schedules, project administration, client contacts, public presentations, coordination of drawing production, specification preparation, and construction observation.

### **Project Landscape Architect, Sept. 1993 - Nov. 1995**

Performed a wide range of duties including preparation of construction and land development packages, cost estimating, presentation drawings, consultant coordination, and zoning/land development research.

## **The Reynolds Group, Inc., Summer 1992**

### **Raritan, New Jersey**

Assistant Landscape Architect. Member of design team responsible for preparation of land development and construction plans and documents. Pre-design phase (feasibility studies) including site investigations, zoning determinations and land use policies.



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REVISIONS		
NO.	DATE	REVISION
1	01/17/08	ISSUE FOR PERMIT

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**NOT APPROVED FOR CONSTRUCTION**  
PROJECT NO. 08-0000  
DESIGNED BY: A.S.B.  
SCALE: AS SHOWN  
DATE: 01/17/08

**CONDITIONAL USE PLANS FOR REDSTONE AT BAEDERWOOD**  
THE FAIRWAY  
ABINGTON TOWNSHIP  
MONTGOMERY COUNTY, PA  
19004

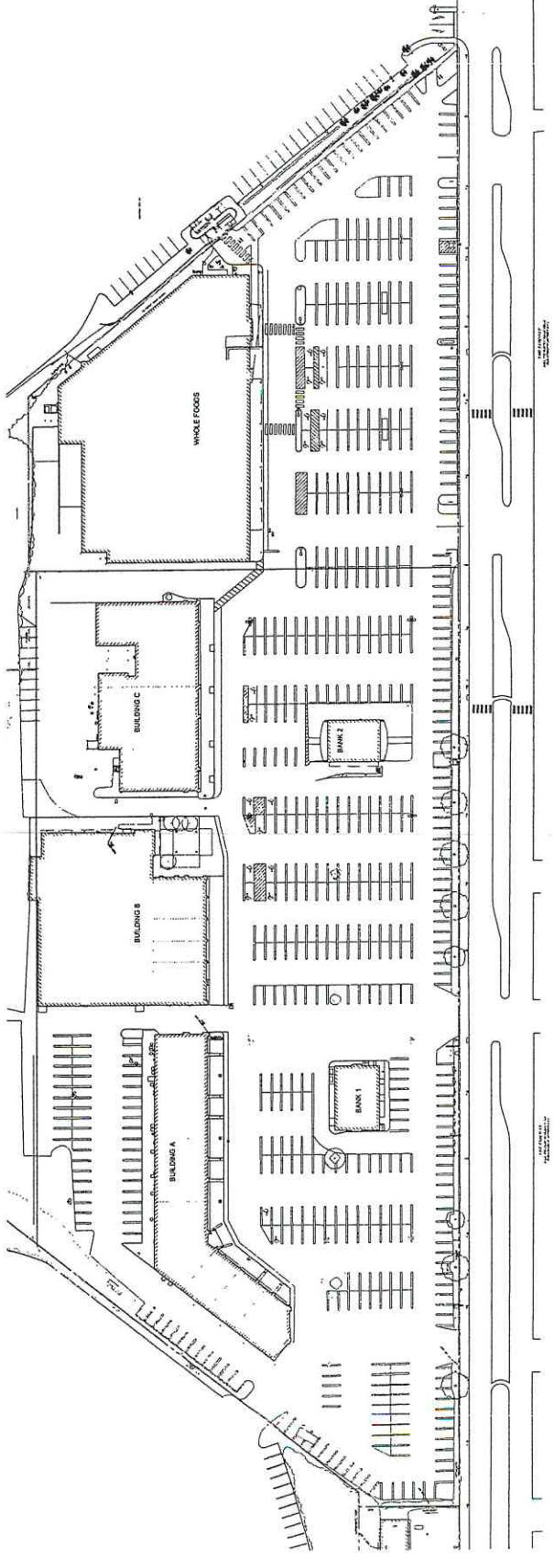
BAEDERWOOD  
RESIDENTIAL  
PARTNERS, L.P.  
1301 LANCASTER AVENUE  
BERWYK, PA

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**A.S. BENOSKY**  
REGISTERED LANDSCAPE ARCHITECT  
PENNSYLVANIA LICENSE NO. 000001

**EXISTING CONDITIONS**  
SHEET NUMBER  
1  
OF 1

REVISION: 1







## MATTHEW I. HAMMOND, PE

Executive Vice President

### YEARS OF EXPERIENCE

23 Years

### EDUCATION

Drexel University  
B.S. / 1999 / Civil Engineering

### REGISTRATIONS

Professional Engineer – PA, NJ, DE, VA, MD, NY, NC, SC  
PA License # PE-071037

### PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers (ASHE) – East Penn Section  
Past President

Mid-Atlantic Section of the Institute of Transportation Engineers  
(MASITE)

Chester County Planning Commission – Chairman of the Board

Institute of Transportation Engineers Parking Committee – Past  
Chairman

International Council of Shopping Centers (ICSC)

Adjunct Professor – Drexel University, 2000 – 2004

The Pledging Tree Foundation – Former Chairman of the Board

West Bradford Township, PA - Former Planning Commission  
Member

### AWARDS

2018: Service to Community, Drexel University

2013: Rising Star Award, Civil Engineering News

2002: Young Alumnus of the Year, Drexel University

### PERSONAL EXPERIENCE

Mr. Hammond is a Principal at TPD, leading the firm's Private Planning and Design team, specializing in traffic engineering and transportation planning. Since joining Traffic Planning and Design, Inc. in 1995, he has conducted numerous traffic studies. His experience also includes capacity analyses, signal warrant analyses, trip generation studies and traffic modeling for numerous developments throughout Pennsylvania, Delaware and New Jersey.

Since 1998, Mr. Hammond has been the project manager on over 500 projects throughout the Mid-Atlantic region and manages the bulk of the firm's 150 Traffic Impact Studies each year. He is co-author on an article relating to the characteristics of convenience stores with gasoline facilities, published by the Institute of Transportation Engineers (ITE). Mr. Hammond has been accepted as an expert witness in numerous municipalities.

### PROJECT EXPERIENCE

#### King of Prussia Mall Expansion

*Upper Merion Township, Montgomery County, PA*

Traffic Study, Signal Design & Highway Occupancy Permit for 170,000+ expansion connecting the existing Court and Plaza buildings making the Mall the largest retail only Mall in the United States.

#### Highland Village / Route 209 & Bushkill Falls Road Project

*Lehman Township, Pike County, PA*

Traffic Study, Signal Design & Highway Occupancy Permit for a 5,860 residential dwellings, 2 hotel/resorts, 300,000 sf of retail space and a golf course.

#### Shoppes at Center Valley –Poag & McEwen / Route 378 & Saucon Valley Road Project

*Upper Saucon Township, Lehigh County, PA*

Traffic Study, Signal Design & Highway Occupancy Permit for a 500,000 sf Lifestyle Center.

#### Retail, Restaurant & Hotel Development / Route 611 & PA Turnpike Interchange Project

*Upper Moreland Township, Montgomery County, PA*

Traffic Study, Highway Occupancy Permit Design, Signal Design, Pennsylvania Turnpike Ramp Design & Highway



Occupancy Permit

The Shire at Somerdale Residential Development /  
Cornell Avenue and Lafayette Avenue  
*Borough of Somerdale, Camden County, NJ*  
Traffic Study, Expert Testimony

Concordville Town Centre  
*Concord Township, Delaware County, PA*  
Traffic Study, Highway Occupancy Permit Design and Signal  
Design for a 575,000sf+ Retail Center.

Albert Einstein Regional Medical Center  
*East Norriton Township, Montgomery County, PA*  
Traffic Impact Study and Roadway Design for 380,000 s.f., 190-  
bed hospital, with 1,000 employees, as well as a 75,000 s.f.  
medical office building.

Tropicana Hotel/Casino  
*City of Allentown, Lehigh County, PA*  
Prepared a Traffic Impact Study, Roadway and Access Layout  
Plans and Testified before the Pennsylvania Gaming Control  
Board for a new Casino/Resort.

Upland Square  
*West Pottsgrove Township, Montgomery County, PA*  
Traffic Impact Study and Roadway Design for a 675,000 sf  
shopping center.

Wawa Food Markets  
*Various locations throughout PA, NJ and DE*  
Prepared Traffic Impact Studies, Roadway Design, Traffic Signal  
Design and expert testimony for over 350 Wawa locations.

TH Properties – Courts at the Ledges / Route 113  
and Fillmore Street  
*Phoenixville Borough, Chester County, PA*  
Traffic Study, Highway Occupancy Permit Design

McGinley Tract  
*Skipack Township, Montgomery County, PA*  
Traffic Study, Highway Design and Traffic Signal Design

River Station Mixed-Use Development  
*Borough of Downingtown, Chester County, PA*  
Traffic Study, Highway Design, Bridge Design and Traffic Signal  
Design

Northgate Mixed Use Development  
*Upper Hanover Township, Montgomery County, PA*  
Traffic Study, Highway Design, Bridge Design and Traffic Signal  
Design

Beechwood Residential Development  
*Bensalem Township, Bucks County, PA*  
Traffic Study, Highway Design and Roundabout Design

Waymart Wind Farm  
*Canaan Township, Wayne County, PA*  
Maintenance and Protection of Traffic Plans, Access Design  
and Truck Route Designation

A Partial Listing of Matt Hammond's Accident  
Cases and Related Expert Testimony

Estate of T. Mandell vs Truck Stops of America  
*Spartansburg, SC*  
Kemp, Smith, LLP  
Internal Circulation  
Pedestrian Safety



**From:** Brian R. Keaveney [mailto:BKeaveney@Pennoni.com]  
**Sent:** Thursday, July 26, 2018 9:28 AM  
**To:** Hammond, Matt <mhammond@trafficpd.com>  
**Cc:** Richard Manfredi <rmanfredi@abington.org>  
**Subject:** RE: Baederwood Shopping Center (Abington Township) - Proposed access revisions

Matt, our initial thoughts are below:

1. Can the driveway throat areas be lengthened, particularly at the proposed full-access locations, to facilitate queues and minimize interference with the existing drive aisles?
2. Is there any way to relocate the signal to the center to better serve existing left-turns and existing pedestrian crossings? The current location will likely not facilitate many left-turns from the shopping center. If the signal can't be relocated, do any of the other eastern driveways also warrant a signal?
3. Should rapid flashing beacons be considered for the existing mid-block crossing locations?
4. The median in the area of the proposed left-turn entrance movement for the existing car dealer should be further modified to prevent left-turns from exiting the shopping center.

The Township Traffic Safety unit has indicated there have been 114 crashes along this segment of roadway in the past 5 years, we can get additional detail if needed. Also, please let us know if the previous TIS is going to be updated to reflect the current proposal.

If you want to discuss further please give me a call at your convenience, thanks.

**Brian R. Keaveney, PE, PTOE**  
Associate Vice President

**Pennoni**  
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# REDSTONE AT BAEDERWOOD TRANSPORTATION IMPACT STUDY

FOR SUBMISSION TO:

Abington Township, Montgomery County, PA

Prepared For:  
Mr. Fred Snow  
Brandolini Companies  
1301 Lancaster Avenue  
**Berwyn, PA 19312**

Last Revised August 24, 2018  
TPD # LIRRA.00020



TRAFFIC PLANNING AND DESIGN, INC.

Prepared By:  
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A handwritten signature in black ink, which appears to read 'Matthew I. Hammond'.

Matthew I. Hammond, P.E.  
Executive Vice President  
Pennsylvania License No. 071037



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## EXECUTIVE SUMMARY

The purpose of this study is to examine the potential traffic impact associated with the proposed Redstone at Baederwood development on the roadway network in Abington Township, Montgomery County, PA. Based on this evaluation, the following conclusions were reached:

- The project development is part of the existing Baederwood Shopping Center, and will be located to the rear of the existing retail Shopping Center. The proposed development will consist of 244 Apartment Units. Based on the anticipated occupancy of the residential portion of the development, TPD assumed a full-build year of 2022.

### Access to the existing site:

- There are four (4) existing driveways along The Fairway for the Baederwood Shopping Center with the following configurations:
  - Western Driveway: Right-in/Right-out only;
  - Western Central Driveway: full-movement access to both the Shopping Center and car dealership;
  - Eastern Central Driveway: full-movement access;
  - Eastern Driveway: full-movement access.
- Shared access with the adjacent Noble Center to the west, primarily the eastern Noble Center Driveway on The Fairway.

### Proposed Access to the site:

- The four (4) existing driveways along The Fairway for the Baederwood Shopping Center will remain with the following adjusted configurations to optimize access management and provide for safe and efficient vehicular and pedestrian traffic flow:
  - Western Driveway: The median will be removed and a signalized, full-movement access will be provided. *Please note this signalized access will serve the existing Shopping Center, the proposed Redstone development and the existing Car Dealership on the south side of The Fairway;*
  - Western Central Driveway: A right-in/right-out access will be provided for the shopping center and a left-in will be provided for the car dealership;
  - Eastern Central Driveway: Full-movement access with signalization;
  - Eastern Driveway: The access will be restricted to right-in/right-out.
- The Shared access with the adjacent Noble Center to the west, primarily the eastern Noble Center Driveway on The Fairway will remain.
- As part of the proposed access revisions and signalization at two (2) of the existing driveways, relocate the existing mid-block crosswalks (2) to the signalized intersections and provide for the appropriate pedestrian facilities.

Upon full build-out, the proposed development will generate 88 new vehicle-trips during the weekday A.M. peak hour, 107 new vehicle-trips during the weekday P.M. peak hour, and 109 new vehicle-trips during the Saturday midday peak hour. ***To be conservative, these trip generation numbers did not include the available TOD and Interaction reductions. It is TPD's estimate that if these factors were to be utilized, it could result in trip generations that are 3%-15% less than projected as part of the analysis conducted.***



Under projected conditions, Warrant 2 (four-hour vehicular volume) was met for both the western driveway and eastern central driveway intersections with the Fairway. Therefore, the full-build out conditions were analyzed assuming both of the intersections were signalized. *Please note that while The Fairway is not a PennDOT roadway, the installation of traffic signals are subject to PennDOT review and approval.*

Under projected conditions with the development of the proposed development and with the development-related recommendations, all study area intersections will satisfy PennDOT ILOS Standards.

Levels of Service (LOS) for the study area intersections have been summarized **Table I** for each study area intersection.

TABLE I  
OVERALL INTERSECTION LEVEL OF SERVICE SUMMARY

Intersection	Weekday AM					Weekday PM					SAT Midday				
	2018 Exist.	2022				2018 Exist.	2022				2018 Exist.	2022			
		Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>		Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>		Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>
Route 611 (S.R. 0611) & The Fairway/Harte Road	C (26.1)	C (26.8)	C (27.9)	--	--	D (42.5)	D (42.3)	D (46.7)	D (45.9)	--	D (49.5)	D (50.5)	D (54.4)	D (53.7)	--
Susquehanna Road (S.R. 2017) & Rydal Road/ Valley Road	C (26.7)	C (28.2)	C (28.3)	--	--	C (25.9)	C (28.0)	C (28.4)	--	--	C (21.0)	C (21.9)	C (22.1)	C (24.8)	--
The Fairway & Rydal Road	A (9.8)	B (10.5)	B (12.1)	--	--	C (26.8)	D (32.8)	E (39.5)	--	--	B (10.6)	B (11.2)	B (12.0)	--	--
The Fairway & Left-Turns From Rydal Road	A (1.3)	A (1.3)	A (1.3)	--	--	A (1.3)	A (1.3)	A (1.3)	--	--	A (1.2)	A (1.2)	A (1.2)	--	--
The Fairway & Noble Center Driveway	A (0.6)	A (0.6)	A (0.7)	A (0.7)	A (0.7)	A (1.6)	A (1.6)	A (1.8)	A (1.8)	A (1.8)	A (2.8)	A (2.9)	A (3.1)	A (3.1)	A (3.0)
The Fairway & Western Driveway	A (0.2)	A (0.2)	A (2.7)	A (6.1)	A (4.5)	A (0.5)	A (0.5)	B (11.4)	B (10.4)	A (7.1)	A (0.7)	A (0.7)	C (26.5)	B (11.8)	A (8.4)
The Fairway & Western Central Driveway	A (1.7)	A (1.6)	A (0.6)	A (0.6)	A (0.5)	A (2.8)	A (2.9)	A (1.2)	A (1.2)	A (1.0)	A (4.1)	A (4.3)	A (0.7)	A (0.7)	A (0.6)
The Fairway & Eastern Central Driveway	A (1.3)	A (1.3)	A (1.8)	A (1.8)	A (5.2)	A (3.4)	A (3.5)	B (12.1)	B (12.1)	A (8.8)	A (3.2)	A (3.3)	A (8.4)	A (8.4)	A (9.0)
The Fairway & Eastern Driveway	A (0.5)	A (0.5)	A (0.0)	--	--	A (2.1)	A (2.1)	A (0.1)	--	--	A (2.6)	A (2.7)	A (0.3)	--	--

Base = No-Build scenario, Projected = Build scenario

<sup>1</sup> = Projected conditions with implementation of recommended improvements

TPD has made the following recommendations in relation to the TIS prepared for the proposed Redstone at Baederwood development in Abington Township, as outlined in **Table II**:

TABLE II  
RECOMMENDATIONS

Intersection	Recommended Improvements	
Old York Road (S.R. 0611) & The Fairway/ Harte Road	It is TPD's opinion that this intersection would satisfy PennDOT ILOS Standards. However, there are individual movements that are deficient under existing conditions that are worsened with the proposed development. The following recommendation is offered in order to improve these existing deficiencies.	Provide Signal Optimization during the Weekday P.M. and Saturday Midday peak hours
The Fairway & Western Driveway	Revise the existing Right-in/Right-out Access to a Full-movement access for both the shopping center and existing car dealership.	
	Provide a traffic signal with optimized timings.	
The Fairway & Western Central Driveway	Revise the existing full-movement access to a right-in/right-out access for the shopping center and a right-in/right-out/left-in for the car dealership.	
The Fairway & Eastern Central Driveway	The existing full-movement access will remain	
	Provide a traffic signal with optimized timings and coordinate it with the new signal at the western driveway.	
The Fairway & Eastern Driveway	Revise the existing full-movement access to a right-in/right-out access for the shopping center	
	If signalization is not desired, or approved by PennDOT, at the Eastern Central Driveway, a Rapid Red Flashing Beacon (RRFB) should be installed at the existing easternmost mid-block crosswalk to enhance the safety of the pedestrian crosswalk	
Mid-Block Pedestrian Cross-Walks	With signalization of the two (2) driveways recommended above, relocate the existing mid-block cross walks (2) to the proposed traffic signals in order to provide a safe pedestrian crossing along The Fairway	



## INTRODUCTION

Traffic Planning and Design, Inc. (TPD) has completed a Transportation Impact Study (TIS) for the proposed Redstone at Baederwood Development in Abington Township, Montgomery County, Pennsylvania. The proposed development is part of the existing Baederwood Shopping Center, and will be located to the rear of the existing retail Shopping Center, as shown in **Figure 1**. As shown in **Figure 2**, the proposed development will consist of a 5-story building consisting of 244 apartment units. Based on the anticipated occupancy of the residential portion of the development, TPD assumed a full-build year of 2022. The existing site has the following access:

- There are four (4) existing driveways along The Fairway for the Baederwood Shopping Center with the following configurations:
  - Western Driveway: Right-in/Right-out only;
  - Western Central Driveway: full-movement access to both the Shopping Center and car dealership;
  - Eastern Central Driveway: full-movement access;
  - Eastern Driveway: full-movement access.
- Shared access with the adjacent Noble Center to the west, primarily the eastern Noble Center Driveway on The Fairway.

### Proposed Access to the site:

- The four (4) existing driveways along The Fairway for the Baederwood Shopping Center will remain with the following adjusted configurations to optimize access management and provide for safe and efficient vehicular and pedestrian traffic flow:
  - Western Driveway: The median will be removed and a signalized, full-movement access will be provided. *Please note this signalized access will serve the existing Shopping Center, the proposed Redstone development and the existing Car Dealership on the south side of The Fairway;*
  - Western Central Driveway: A right-in/right-out access will be provided for the shopping center and a left-in will be provided for the car dealership;
  - Eastern Central Driveway: Full-movement access with signalization;
  - Eastern Driveway: The access will be restricted to right-in/right-out.
- The Shared access with the adjacent Noble Center to the west, primarily the eastern Noble Center Driveway on The Fairway will remain.
- As part of the proposed access revisions and signalization at two (2) of the existing driveways, relocate the existing mid-block crosswalks (2) to the signalized intersections and provide for the appropriate pedestrian facilities.

This report has been prepared in accordance with PennDOT's *Policies and Procedures for Transportation Impact Studies*, found in PennDOT's Publication 282, Appendix A, dated July, 2017. The project scope and the extent of the study area were confirmed with representatives of PennDOT and Township staff.

## EXISTING ROADWAY NETWORK

A field review of the existing roadway system in the study area was conducted. The existing roadway characteristics within the study area are summarized in **Table 1**. Photographs of the study area intersections are included in **Appendix A**.

TABLE 1  
ROADWAY CHARACTERISTICS WITHIN STUDY AREA

Roadway	Ownership	Functional Classification/ Roadway Type	Predominant Directional Orientation	Average Daily Traffic <sup>1</sup>	Posted Speed Limit
Old York Road	(S.R. 0611)	Urban Principal Arterial	North-South	27,732	40 mph
Susquehanna Road	(S.R. 2017)	Urban Minor Arterial	North-South	16,622	25 mph
The Fairway	N/A	Minor Arterial	East-West	11,639	35 mph
Rydal Road	N/A	Minor Arterial	East-West	N/A	25 mph
Valley Road	N/A	Minor Arterial	East-West	13,283	45 mph
Harte Road	N/A	Local Road	East-West	N/A	25 mph

<sup>1</sup> = PennDOT ITMS Website (March 2018)

### Bicycle and Pedestrian Facilities

Based on observations during field visits, pedestrian facilities (crosswalks, sidewalks, ramps) exist throughout the Study Area. Additionally, there are currently no specific bicycle accommodations in the Study Area other than paved shoulders.

### Mass Transit Facilities

SEPTA Train Service is provided in the Study Area at the Noble Station and the Rydal Station. Bus Service is provided in the Study Area via SETPA Route 55.

### Crash Data Investigation

Crash data were obtained from PennDOT for the study area intersections. PennDOT defines a reportable crash as follows, "A reportable (crash) is one in which an injury or fatality occurs or if at least one of the vehicles involved requires towing from the scene." Reportable crashes were tabulated for the five-year time period beginning 01/01/2012 and ending 12/31/2016. For a given intersection, PennDOT considers a crash occurrence of 5 reportable, correctable crashes over a continuous twelve-month period during the past five years to be a threshold value, above which the intersection design should be reviewed to examine if corrective measures can be taken to enhance safety. The number of reportable crashes at the study area intersections is shown in **Table 2**.

TABLE 2  
PENNDOT REPORTABLE (CORRECTABLE) CRASH DATA

Study Area Intersection	Number of Reportable Crashes				
	2012	2013	2014	2015	2016
Old York Road & The Fairway/Harte Road	3	3	2	2	3
Susquehanna Road & Rydal Road/Valley Road	1	1	1	1	1
The Fairway & Rydal Road	2	3	5(2)	1	2
The Fairway (Between S.R. 0611 and Rydal Road)	2	4	6(4)	6(2)	3

*Total Reportable Crashes (Total Reportable/Correctable Crashes)*

Based on a review of the crash data, there were no continuous twelve-month periods during the past five years of available data where 5 or more reportable (correctable) crashes occurred.



## EXISTING TRAFFIC CONDITIONS

### Manual Turning Movement Counts

Manual traffic counts were conducted on 15-minute intervals during the weekday morning (7:00 to 9:00 A.M.), weekday evening (4:00 to 6:00 P.M.) and Saturday midday (11:00 A.M. to 1:00 P.M.) peak periods. Data pertaining to heavy vehicles, pedestrians and transit vehicles were observed during the manual counts. Peak hours and count dates for the study area intersections are identified in **Table 3**.

TABLE 3  
MANUAL TRAFFIC COUNT INFORMATION

Intersection	Date of Traffic Counts	Time Period	Intersection Peak Hour <sup>1</sup>
Old York Road & The Fairway/Harte Road	Tuesday, November 17, 2015	Weekday A.M.	7:30 to 8:30 A.M.
		Weekday P.M.	4:00 to 5:00 P.M.
	Saturday, November 14, 2015	SAT Midday	11:45 A.M. to 12:45 P.M.
Susquehanna Road & Rydal Road/Valley Road	Tuesday, November 17, 2015	Weekday A.M.	8:00 to 9:00 A.M.
		Weekday P.M.	4:00 to 5:00 P.M.
	Saturday, November 14, 2015	SAT Midday	11:45 A.M. to 12:45 P.M.
The Fairway & Rydal Road	Tuesday, November 17, 2015	Weekday A.M.	7:45 to 8:45 A.M.
		Weekday P.M.	4:15 to 5:15 P.M.
	Saturday, November 14, 2015	SAT Midday	12:00 to 1:00 P.M.
The Fairway & Eastern Noble Center Driveway	Tuesday, November 17, 2015	Weekday A.M.	8:00 to 9:00 A.M.
		Weekday P.M.	4:00 to 5:00 P.M.
	Saturday, November 14, 2015	SAT Midday	11:30 A.M. to 12:30 P.M.
The Fairway & Baederwood Driveway (Western)	Tuesday, November 17, 2015	Weekday A.M.	8:00 to 9:00 A.M.
		Weekday P.M.	4:00 to 5:00 P.M.
	Saturday, November 14, 2015	SAT Midday	11:30 A.M. to 12:30 P.M.
The Fairway & Baederwood Driveway (Western/Central)	Tuesday, November 17, 2015	Weekday A.M.	8:00 to 9:00 A.M.
		Weekday P.M.	4:00 to 5:00 P.M.
	Saturday, November 14, 2015	SAT Midday	12:00 to 1:00 P.M.
The Fairway & Baederwood Driveway (Eastern/Central)	Tuesday, November 17, 2015	Weekday A.M.	8:00 to 9:00 A.M.
		Weekday P.M.	4:00 to 5:00 P.M.
	Saturday, November 14, 2015	SAT Midday	12:00 to 1:00 P.M.
The Fairway & Baederwood Driveway (Eastern)	Tuesday, November 17, 2015	Weekday A.M.	8:00 to 9:00 A.M.
		Weekday P.M.	4:00 to 5:00 P.M.
	Saturday, November 14, 2015	SAT Midday	12:00 to 1:00 P.M.

1. Counts were confirmed to be conducted when local schools were in session.

2. Peak Hour consists of the four consecutive 15-minute intervals where the highest traffic volumes occur.

A background growth factor for the roadways in the study area was developed based on growth factors for August 2017 to July 2018 obtained from the PennDOT Bureau of Planning and Research (BPR), in order to bring 2015 Traffic Counts up to 2018 Conditions. The PennDOT BPR suggests using a background growth trend factor of 0.41% per year in Montgomery County for urban non-interstate roadways. As such, the background growth factor was applied annually to yield overall growth percentages of 1.24% (0.41% per year, compounded over 3 years) for the 2018 Existing Conditions, as illustrated in **Figures 3-5**. Manual traffic count data sheets are provided in **Appendix B**.

## BASE (NO-BUILD) CONDITIONS

### Annual Background Growth

A background growth factor for the roadways in the study area was developed based on growth factors for August 2017 to July 2018 obtained from the PennDOT Bureau of Planning and Research (BPR). The PennDOT

BPR suggests using a background growth trend factor of 0.41% per year in Montgomery County for urban non-interstate roadways. As such, the background growth factor was applied annually to yield an overall growth percentage of 1.65% (0.41% per year, compounded over 4 years) for the 2022 design year.

### Nearby Proposed Developments

Base (no-build) traffic conditions were calculated to include traffic volumes from proposed developments, which, though not operating under existing conditions, may be operating by the design year (2022). Based on a review of recent Land Development Meeting Minutes, TPD included traffic from the following two (2) developments, as shown in **Table 4**.

TABLE 4  
NEARBY DEVELOPMENTS

Development Name	Location	Proposed Buildout	ITE# Assumed
Penn State University	1001 Old York Road	400 dormitories	550 – University/College
Patient First	938-944 Old York Road	7.151 ksf	720 – Medical/Dental Office

The additional traffic volumes due to background growth and background developments were added to the existing condition traffic volumes to produce 2022 Base Condition traffic volumes, as illustrated in **Figures 6-8**. Trip distributions for the background developments are provided in **Appendix C**.

## SCHEDULED ROADWAY IMPROVEMENTS

### Programmed Improvements

Based on a review of the PennDOT 12-Year Program and the DVRPC Transportation Improvement Program (TIP), there is one planned bridge replacement project in the vicinity of the site.

**Project MPMS# 16214** – A bridge replacement along Old York Road, less than 1 mile south of the Study Area. This project is anticipated to begin in 2019 and be completed by 2020. Therefore, this project will not permanently affect existing traffic counts performed for this study, and once completed, are not anticipated to affect traffic conditions in the Study Area. Information on this project is included in **Appendix E**.

## PROPOSED SITE ACCESS

The Proposed Site will be served by the following access points:

- The four (4) existing driveways along The Fairway serving the Baederwood Shopping Center will remain with the following adjusted configurations to optimize safe access management:
  - Western Driveway: The median will be removed and a signalized, full-movement access will be provided. *Please note this signalized access will serve the existing Shopping Center, the proposed Redstone development and the existing Car Dealership on the south side of The Fairway;*
  - Western Central Driveway: A right-in/right-out access will be provided for the shopping center and a left-in will be provided for the car dealership;
  - Eastern Central Driveway: Full-movement access with signalization;
  - Eastern Driveway: The access will be restricted to right-in/right-out.
- The Shared access with the adjacent Noble Center to the west, primarily the eastern Noble Center Driveway on The Fairway will remain.



## TRIP GENERATION

The trip generation rates for the proposed retail center were obtained from the manual *Trip Generation*, Tenth Edition, 2017, an Institute of Transportation Engineers (ITE) Informational Report. For the proposed development, Land Use Code #221 (Multifamily Housing (Mid-Rise)) from *Trip Generation* was used to calculate the number of vehicular trips the development will generate during the following time periods: (1) average weekday; (2) weekday A.M. peak hour; (3) weekday P.M. peak hour; and (4) Saturday midday peak hour. **Table 5** shows the rates/equations and directional percentages for the analyzed time periods.

TABLE 5  
ITE TRIP GENERATION DATA

Land Use	ITE #	Time Period	Equations/Rates	Entering %
Multifamily Housing (Mid-Rise)	221	Average Weekday	<b><math>T = 5.45*(X) - 1.75</math></b>	50%
			$T = 5.44*(X)$	
		Weekday A.M. Peak Hour	$\ln(T) = 0.98*\ln(X) - 0.98$	26%
			<b><math>T = 0.36*(X)</math></b>	
		Weekday P.M. Peak Hour	$\ln(T) = 0.96*\ln(X) - 0.63$	61%
			<b><math>T = 0.44*(X)</math></b>	
		Saturday Midday Peak Hour	<b><math>T = 0.42*(X) + 6.73</math></b>	49%
			$T = 0.44*(X)$	

$T$  = number of site-generated vehicular trips

$X$  = independent variable (dwelling units)

**BOLD** = higher generator (utilized)

### Transit Oriented Development (TOD)

It is TPD's opinion that, given the location of the proposed development within "The Fairway Transit District," trip generation credits/reductions could be taken to account for the available use of adjacent train service, adjacent bus service, and existing pedestrian facilities/linkages to these other "transit" uses. ITE Resources allow for 5%-20% trip generation reductions for train service located within 1/4 mile. Additionally, PennDOT's current TIS Handbook allows for 1%-3% trip generation reduction for "transit" availability. **To be conservative, TPD did not account for a trip generation reduction for the proximity to transit/pedestrian facilities.**

### Internal Capture

It is TPD's opinion that Multi-Use Interaction Reduction will occur between the proposed residential development and the existing retail portion of the site. For this purpose, TPD utilized methodologies outlined by NCHRP Report 684, where applicable for each land use and time period. TPD utilized the existing Baederwood driveway volumes along The Fairway for the retail portion of the interaction calculation. For the Average Weekday and Saturday Midday, TPD averaged the results from the Weekday A.M. and Weekday P.M. time periods. The performed interaction between the proposed uses determined the following resultant interaction percentages:

- Average Weekday = 5% (Average between A.M. and P.M.)
- Weekday A.M. = 0%
- Weekday P.M. = 10%
- SAT Midday = 5% (Average between A.M. and P.M.)

**To be conservative, TPD did not assume an interaction reduction for the Proposed Development for the purposes of this TIS.** Interaction Worksheets are included in **Appendix F**.

The calculated trip generation for the proposed development for the design year is shown in **Table 6**.

TABLE 6  
TRIP GENERATION SUMMARY

Time Period	Size (X)	Total Trips	TOD/ Int. trips <sup>1</sup>	New Trips		
				Total	Enter	Exit
Average Weekday	244 Units	1328	0	1328	664	664
Weekday A.M. Peak Hour		88	0	88	23	65
Weekday P.M. Peak Hour		107	0	107	65	42
Saturday Midday Peak Hour		109	0	109	53	56

<sup>1</sup> = To Be Conservative, No TOD or Interaction Reductions Were Assumed

Based on the trip generation analysis summarized in **Table 6**, the proposed development will generate 88 new vehicle-trips during the weekday A.M. peak hour, 107 new vehicle-trips during the weekday P.M. peak hour, and 109 new vehicle-trips during the Saturday midday peak hour. **As stated above, to be conservative, these trip generation numbers did not include the available TOD and Interaction reductions. It is TPD's estimate that if these factors were to be utilized, it could result in trip generations that are 3%-15% less than projected as part of the analysis conducted.**

## TRIP DISTRIBUTION

The distribution of trips generated by the proposed development was based on the local road network, the existing traffic patterns, the proposed use of the site, and the site driveway locations. The new trips for the proposed development were distributed to the local roadway network based on the percentages shown in **Table 7**.

TABLE 7  
TRIP DISTRIBUTION PERCENTAGES – NEW TRIPS

Direction - To/From	Assignment (To/From)	Distribution Percentage	
		AM/PM	SAT
South	via Old York Road	31%	33%
North	via Old York Road	26%	29%
East	via Valley Road	14%	10%
North	via Susquehanna Road	12%	11%
South	via Susquehanna Road	11%	12%
South	via Rydal Road	5%	4%
West	via Harte Road	1%	1%

The assignment of site-generated trips for the proposed development during the weekday A.M., P.M., and Saturday midday peak hours are shown in **Figures 9-10**. The distributions of development-generated trips for the proposed development are shown in **Figures 11-13**.

## PROJECTED (BUILD) CONDITION TRAFFIC VOLUMES

The site-generated trips for the Proposed Development were added to the 2022 Base (No-Build) Condition traffic volumes to develop 2022 Projected (Build) Condition traffic volumes, as shown in **Figures 14-16**.



## LEVELS OF SERVICE FOR AN INTERSECTION

For analysis of intersections, level of service is defined in terms of delay, which is a measure of driver discomfort and frustration, fuel consumption, and lost travel time. LOS criteria is stated in terms of control delay per vehicle for a one-hour analysis period. Control delay includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The criteria are shown in **Table 8**. Delay, as it relates to level of service, is a complex measure and is dependent upon a number of variables. For signalized intersections, these variables include the quality of vehicle progression, the cycle length, the green time ratio, and the volume/capacity ratio for the lane group in question. For unsignalized intersections, delay is related to the availability of gaps in the flow of traffic on the major street and the driver's discretion in selecting an appropriate gap for a particular movement from the minor street (straight across, left or right turn).

TABLE 8  
LEVEL OF SERVICE CRITERIA  
UNSIGNALIZED AND SIGNALIZED INTERSECTIONS<sup>1</sup>

Level of Service	Control Delay Per Vehicle (Seconds)	
	Signalized	Unsignalized
A	< 10	< 10
B	> 10 and < 20	> 10 and < 15
C	> 20 and < 35	> 15 and < 25
D	> 35 and < 55	> 25 and < 35
E	> 55 and < 80	> 35 and < 50
F	> 80 or v/c > 1.0	> 50 or v/c > 1.0

<sup>1</sup> Obtained from Exhibits 18-4 and 19-1 of the Transportation Research Board's *Highway Capacity Manual 2010*

## CAPACITY ANALYSIS METHODOLOGY

Capacity analyses were conducted for the weekday A.M., P.M., and Saturday midday peak hours at the study area intersections. These analyses were conducted according to the methodologies contained in the 2010 *Highway Capacity Manual* (HCM) using *Synchro 10* software, a Trafficware product.

The following conditions were analyzed, as applicable:

- 2018 Existing conditions;
- 2022 Base conditions (Build-out year without development);
- 2022 Projected conditions (Build-out year with development);

It should be noted that based on methodologies contained in Chapter 10 of PennDOT's Publication 46, TPD adjusted the following 2010 HCM default values in the *Synchro 10* capacity analysis. These adjustments were made at the signalized intersections within the study area for all time periods based on the study area location being classified as Suburban:

- Base saturation flow rates for signalized intersections. The saturation flow rate was changed from the default value of 1900 to 1800 based on Exhibit 10-9.
- Start-up lost time and extension of effective green time for signalized intersections. The startup lost time was changed from the default value of 2.0 seconds to 2.5 seconds. Based on the total clearance time (yellow plus all-red time) being greater than 5 seconds, the extension of green time was changed from the default value of 2 seconds to 3.5 seconds. These adjusted values were based on Exhibit 10-10.

In addition, capacity analyses were conducted at the proposed site driveway intersections under the 2022 projected conditions. The capacity analysis worksheets are included in **Appendix G**. The PennDOT-approved signal plans are included in **Appendix H**.

PennDOT's Transportation Impact Study Guidelines outlined in Strike-Off Letter 470-09-4, dated February 12, 2009 contain the following criteria regarding levels of service:

Page 29 of the Guidelines state that if evaluation of the With Development Horizon Year Scenario to the Without Development Horizon Year Scenario indicates that the overall intersection level of service has dropped, the applicant will be required to mitigate the level of service if the increase in overall intersection delay is greater than 10-seconds. If the overall intersection delay increase is less than or equal to 10-seconds, mitigation of the intersection will not be required.

Page 29 of the Guidelines state that for mitigation scenarios, applicants are expected to mitigate the overall intersection LOS to the original Without Development LOS; the 10-second delay variance is not applied to mitigation scenarios. Applicants may be required to address available storage and queue lengths at critical movements or approaches even if the overall LOS requirements are met.

Page 31 of the Guidelines state that if signalization is the preferred alternative for mitigation, overall intersection LOS C in rural areas and LOS D in urban areas is acceptable.

Page 31 of the Guidelines states new signalized or unsignalized intersection established to serve as access to the development shall be designed to operate at minimum LOS C for rural areas, and minimum LOS D for urban areas.

## LEVELS OF SERVICE IN THE STUDY AREA

Levels of service (LOS) at the study area intersections for the weekday A.M., P.M., and Saturday midday peak hours are summarized in **Table 9** below.



**TABLE 9**  
**LEVEL OF SERVICE DELAY (SECONDS) SUMMARY**

Intersection	Movement	Weekday AM					Weekday PM					SAT Midday				
		2018 Exist.	2022				2018 Exist.	2022				2018 Exist.	2022			
			Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>		Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>		Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>
Route 611 (S.R. 0611) & The Fairway/ Harte Road	EBL															
	EBT	E	E	E	--	--	E	E	E	E	--	E	E	E	E	--
	EBR															
	WBL	D	D	D	--	--	D	D	D	D	--	D	D	D	D	--
	WBT															
	WBR	D	D	D	--	--	E	E	E	E	--	E	E	E	E	--
	NBL	E	E	E	--	--	E	E	E	E	--	E	E	E	E	--
	NBT	C	C	C	--	--	C	D	D	D	--	D	D	D	D	--
	NBR	A	A	A	--	--	A	A	A	A	--	A	A	A	A	--
	SBL	E	E	E	--	--	F (230.6)	F (109.2)	F (178.2)	E	--	F (295.2)	F (192.1)	F (213.1)	F (185.0)	--
	SBT															
	SBR	B	B	B	--	--	C	C	C	C	--	C	C	C	C	--
	ILOS	C (26.1)	C (26.8)	C (27.9)	--	--	D (42.5)	D (42.3)	D (46.7)	D (45.9)	--	D (49.5)	D (50.5)	D (54.4)	D (53.7)	--
Susquehanna Road (S.R. 2017) & Rydal Road/ Valley Road	EBL	D	D	D	--	--	D	D	D	--	--	C	C	C	C	--
	EBT	C	C	C	--	--	C	C	C	--	--	B	B	B	B	--
	EBR	B	B	B	--	--	B	B	B	--	--	B	B	B	B	--
	WBL	C	C	C	--	--	C	C	C	--	--	C	C	C	C	--
	WBT	C	C	C	--	--	C	C	C	--	--	B	B	B	C	--
	WBR	C	C	C	--	--	B	B	B	--	--	B	B	B	B	--
	NBL	B	B	B	--	--	B	C	C	--	--	B	C	C	C	--
	NBT	C	D	D	--	--	C	D	D	--	--	C	C	C	C	--
	NBR	A	A	A	--	--	A	A	A	--	--	A	A	A	A	--
	SBL	B	C	C	--	--	C	C	C	--	--	B	B	B	B	--
	SBT															
	SBR	C	C	C	--	--	C	C	C	--	--	C	C	C	C	--
	ILOS	C (26.7)	C (28.2)	C (28.3)	--	--	C (25.9)	C (28.0)	C (28.4)	--	--	C (21.0)	C (21.9)	C (22.1)	C (24.8)	--
The Fairway & Rydal Road	EBL	A	A	A	--	--	A	A	A	--	--	A	A	A	--	--
	WBL	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
	NBL	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
	NBT	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
	SBL	C	C	D	--	--	F (59.1)	F (72.2)	F (86.8)	--	--	C	C	C	--	--
	SBR	A	A	A	--	--	B	B	B	--	--	A	A	A	--	--
	ILOS	A (9.8)	B (10.5)	B (12.1)	--	--	C (26.8)	D (32.8)	E (39.5)	--	--	B (10.6)	B (11.2)	B (12.0)	--	--
The Fairway & Left-Turns From Rydal Road	NBL	B	B	B	--	--	B	B	B	--	--	B	B	B	--	--
	ILOS	A (1.3)	A (1.3)	A (1.3)	--	--	A (1.3)	A (1.3)	A (1.3)	--	--	A (1.2)	A (1.2)	A (1.2)	--	--
The Fairway & Noble Center Driveway	EBL	A	B	B	B	B	B	B	B	B	B	B	B	B	B	B
	SBL															
	SBR	B	B	B	B	B	C	C	C	C	C	C	C	C	C	C
	ILOS	A (0.6)	A (0.6)	A (0.7)	A (0.7)	A (0.7)	A (1.6)	A (1.6)	A (1.8)	A (1.8)	A (1.8)	A (2.8)	A (2.9)	A (3.1)	A (3.1)	A (3.0)

Base = No-Build scenario Projected = Build scenario

ILOS = Overall Intersection Level of Service; Unsignalized ILOS calculated in accordance with Figure 5 of Policies and Procedures for Transportation Impact Studies.

<sup>1</sup> = Projected conditions with implementation of recommended improvements, Traffic Signal at Western Baederwood Driveway

<sup>2</sup> = Projected conditions with implementation of recommended improvements, Traffic Signal at Western Baederwood Driveway and Eastern Central Baederwood Driveway

**TABLE 9 (CONTINUED)**  
**LEVEL OF SERVICE DELAY (SECONDS) SUMMARY**

Intersection	Movement	Weekday AM					Weekday PM					SAT Midday				
		2018	2022				2018	2022				2018	2022			
		Exist.	Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>	Exist.	Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>	Exist.	Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>
The Fairway & Western Driveway	EBL	--	--	B	A	A	--	--	B	B	A	--	--	B	B	A
	WBR	--	--	--	A	A	--	--	--	A	A	--	--	--	A	A
	SB	B	B	C	C	C	B	B	F (110.1)	C	C	B	B	F (159.9)	C	C
	ILOS	A (0.2)	A (0.2)	A (2.7)	A (6.1)	A (4.5)	A (0.5)	A (0.5)	B (11.4)	B (10.4)	A (7.1)	A (0.7)	A (0.7)	C (26.5)	B (11.8)	A (8.4)
The Fairway & Western Central Driveway	EBL	B	B	A	A	A	B	B	A	A	A	B	B	A	A	A
	WBL	A	A	A	A	A	A	A	A	A	B	A	A	A	A	A
	NB	B	B	B	A	A	B	B	B	B	B	B	B	B	B	B
	SB	B	B	B	B	B	C	C	B	B	B	C	D	B	B	B
	ILOS	A (1.7)	A (1.6)	A (0.6)	A (0.6)	A (0.5)	A (2.8)	A (2.9)	A (1.2)	A (1.2)	A (1.0)	A (4.1)	A (4.3)	A (0.7)	A (0.7)	A (0.6)
The Fairway & Eastern Central Driveway	EBL	B	B	B	B	A	B	B	B	B	A	B	B	B	B	A
	EBT	--	--	--	--	A	--	--	--	--	A	--	--	--	--	A
	WBTR	--	--	--	--	A	--	--	--	--	A	--	--	--	--	A
	SB	B	B	C	C	C	C	C	F (57.5)	F (57.5)	C	C	C	E	E	C
	ILOS	A (1.3)	A (1.3)	A (1.8)	A (1.8)	A (5.2)	A (3.4)	A (3.5)	B (12.1)	B (12.1)	A (8.8)	A (3.2)	A (3.3)	A (8.4)	A (8.4)	A (9.0)
The Fairway & Eastern Driveway	EBL	A	A	A	--	--	B	B	A	--	--	A	B	A	--	--
	SB	B	B	B	--	--	C	C	B	--	--	C	C	B	--	--
	ILOS	A (0.5)	A (0.5)	A (0.0)	--	--	A (2.1)	A (2.1)	A (0.1)	--	--	A (2.6)	A (2.7)	A (0.3)	--	--

Base = No-Build scenario Projected = Build scenario

ILOS = Overall Intersection Level of Service; Unsignalized ILOS calculated in accordance with Figure 5 of Policies and Procedures for Transportation Impact Studies.

<sup>1</sup> = Projected conditions with implementation of recommended improvements, Traffic Signal at Western Baederwood Driveway

<sup>2</sup> = Projected conditions with implementation of recommended improvements, Traffic Signal at Western Baederwood Driveway and Eastern Central Baederwood Driveway

## 95TH PERCENTILE QUEUE ANALYSIS

Queue analyses were conducted at the study area intersections using *Synchro 10* software. For this analysis, the 95<sup>th</sup> percentile queue is defined as the queue length that is exceeded in 5% of the signal cycles. As an example, for a signal with a 90-second cycle, this means that the 95<sup>th</sup> percentile queue length will be exceeded during 2 of the 40 signal cycles that occur during the peak hour. The queue analysis results are summarized in **Table 10** for the analyzed peak hours.



**TABLE 10**  
**95TH PERCENTILE QUEUE ANALYSIS**

Intersection	Movement	Weekday AM					Weekday PM					SAT Midday				
		2018	2022				2018	2022				2018	2022			
		Exist.	Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>	Exist.	Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>	Exist.	Base	Proj.	Proj. <sup>1</sup>	Proj. <sup>2</sup>
Route 611 (S.R. 0611) & The Fairway/ Harte Road	EBLTR	93'	95'	95'	--	--	140'	143'	145'	145'	--	103'	108'	108'	113'	--
	WBL	240'	245'	258'	--	--	310'	310'	320'	320'	--	280'	283'	293'	295'	--
	WBTR	155'	175'	200'	--	--	405'	423'	440'	458'	--	473'	515'	550'	575'	--
	NBL	28'	28'	28'	--	--	13'	13'	13'	13'	--	38'	38'	38'	38'	--
	NBT	515'	553'	563'	--	--	738'	828'	843'	893'	--	648'	745'	765'	765'	--
	NBR	0'	0'	0'	--	--	0'	0'	0'	273'	--	0'	0'	0'	0'	--
	SBL	108'	110'	123'	--	--	373'	280'	375'	588'	--	498'	408'	515'	490'	--
	SBTR	475'	490'	498'	--	--	565'	610'	618'	610'	--	435'	460'	468'	458'	--
Susquehanna Road (S.R. 2017) & Rydal Road/ Valley Road	EBL	43'	45'	58'	--	--	95'	103'	113'	--	--	48'	55'	60'	68'	--
	EBT	223'	233'	240'	--	--	375'	390'	398'	--	--	220'	230'	235'	255'	--
	EBR	58'	60'	65'	--	--	98'	105'	108'	--	--	105'	113'	120'	128'	--
	WBL	138'	143'	145'	--	--	73'	75'	75'	--	--	40'	43'	43'	48'	--
	WBT	463'	488'	490'	--	--	395'	408'	420'	--	--	255'	268'	270'	295'	--
	WBR	193'	200'	200'	--	--	68'	68'	68'	--	--	40'	40'	40'	45'	--
	NBL	113'	120'	128'	--	--	105'	115'	120'	--	--	130'	145'	153'	155'	--
	NBT	475'	518'	518'	--	--	375'	423'	423'	--	--	305'	320'	320'	340'	--
	NBR	0'	0'	0'	--	--	0'	0'	0'	--	--	0'	0'	0'	0'	--
	SBL	58'	60'	60'	--	--	165'	190'	190'	--	--	53'	58'	58'	58'	--
	SBTR	290'	308'	310'	--	--	325'	365'	375'	--	--	300'	318'	325'	345'	--
The Fairway & Rydal Road	EBL	5'	5'	5'	38'	38'	5'	5'	5'	48'	53'	5'	5'	5'	15'	15'
	SBL	105'	115'	140'	200'	188'	315'	363'	410'	110'	113'	95'	108'	118'	18'	20'
	SBR	5'	5'	5'	18'	15'	20'	20'	20'	30'	23'	8'	8'	8'	10'	8'
The Fairway & Left-Turns From Rydal Road	NBL	10'	13'	13'	--	--	8'	8'	10'	--	--	8'	8'	10'	--	--
The Fairway & Noble Center Driveway	EBL	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	5'	5'	3'	3'	3'
	SB	5'	5'	8'	8'	8'	30'	30'	35'	35'	13'	45'	50'	35'	35'	13'
The Fairway & Western Driveway	EBL	3'	3'	10'	133'	143'	8'	8'	20'	373'	315'	10'	10'	18'	315'	273'
	WBR	--	--	--	180'	18'	--	--	--	238'	25'	--	--	--	235'	23'
	SBR	3'	3'	35'	58'	75'	8'	8'	165'	105'	110'	10'	10'	280'	158'	173'
The Fairway & Western Central Driveway	EBL	10'	10'	0'	0'	0'	13'	13'	0'	0'	0'	13'	15'	0'	0'	0'
	WBL	3'	3'	3'	3'	3'	0'	0'	0'	0'	0'	0'	0'	0'	0'	0'
	NB	0'	0'	0'	0'	0'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'
	SB	10'	10'	5'	5'	5'	35'	38'	18'	18'	13'	55'	60'	8'	8'	8'
The Fairway & Eastern Central Driveway	EBL	5'	5'	5'	30'	8'	10'	10'	13'	13'	40'	10'	13'	13'	13'	35'
	EBT	--	--	--	--	10'	--	--	--	--	23'	--	--	--	--	13'
	WBTR	--	--	--	--	198'	--	--	--	--	243'	--	--	--	--	233'
	SB	13'	13'	23'	48'	80'	50'	53'	205'	205'	213'	35'	38'	143'	143'	205'
The Fairway & Eastern Driveway	EBL	0'	0'	0'	--	--	3'	3'	0'	--	--	10'	0'	0'	--	--
	SB	8'	8'	0'	--	--	40'	43'	3'	--	--	35'	48'	5'	--	--

Queue analysis worksheets are included with the capacity analysis worksheets provided in **Appendix G**.

## SIGNAL WARRANT ANALYSIS

A preliminary traffic signal warrant analysis was conducted at the following intersections in accordance with PennDOT Publication 212, *Official Traffic Control Devices*, Subchapter D, "Highway Traffic Signals":

- The Fairway and Western Baederwood Shopping Center Driveway;
- The Fairway and the eastern central Baederwood Shopping Center Driveway.

TPD performed a Signal Warrant Analysis at the above intersections by developing 6-hours of future traffic volumes by using a K-Factor evaluation of the existing condition traffic volumes and applying those factors to 2022 Projected Condition traffic volumes. Signal warrants 1 (Eight-Hour Volume), 2 (Four-Hour Volume Warrant), and 3 (Peak Hour Volume Warrant) were evaluated. Based on this evaluation, TPD determined

### Warrant 1 – (Eight-Hour Vehicular Volume)

Not satisfied based on a lack of count data. Only 6 hours of data were conducted as part of this study. However, it should be noted that 4 out of the 6 hours that were evaluated satisfy the criteria.

### Warrant 2 – (Four-Hour Vehicular Volume)

- The Fairway and Western Driveway intersection satisfies the warrant with four hours which meet the criteria, 2 weekend hours and 2 PM weekday hours.  
The Fairway and Eastern Central Driveway intersection satisfies the warrant with four hours which meet the criteria, 2 weekend hours and 2 PM weekday hours.

### Warrant 3 – (Peak Hour)

- The Fairway and Western Driveway intersection does not satisfy the warrant but has four hours which meet the criteria, 2 weekend hours and 2 PM weekday hours.
- The Fairway and Eastern Central Driveway intersection does not satisfy the warrant but has four hours which meet the criteria, 2 weekend hours and 2 PM weekday hours.

It is TPD's opinion that **PennDOT would permit signalization** at the subject intersections given the traffic volumes evaluated above. Therefore, the Fairway and Western Driveway was analyzed as signalized under the Projected with Improvements<sup>1</sup> future (build) conditions. The Projected with Improvements<sup>2</sup> future (build) conditions assumes both the Fairway and Western Driveway and the Fairway and Eastern Central Driveway intersections are signalized. All relevant signal warrant analyses worksheets are included in **Appendix I**.

## RECOMMENDATIONS

TPD has made recommendations in relation to the proposed Redstone at Baederwood development on the roadway network in Abington Township, Montgomery County, PA, as outlined below in **Table II** in the Executive Summary. Preliminary construction costs have not been determined at this time.

## CONCLUSIONS

Based on the results of the transportation impact study, TPD offers the following conclusions:

- The project development is part of the existing Baederwood Shopping Center, and will be located to the rear of the existing retail Shopping Center. The proposed development will consist of 244



Apartment Units. Based on the anticipated occupancy of the residential portion of the development, TPD assumed a full-build year of 2022.

Access to the existing site:

- There are four (4) existing driveways along The Fairway for the Baederwood Shopping Center with the following configurations:
- Western Driveway: Right-in/Right-out only;
- Western Central Driveway: full-movement access to both the Shopping Center and car dealership;
- Eastern Central Driveway: full-movement access;
- Eastern Driveway: full-movement access.
- Shared access with the adjacent Noble Center to the west, primarily the eastern Noble Center Driveway on The Fairway.

Proposed Access to the site:

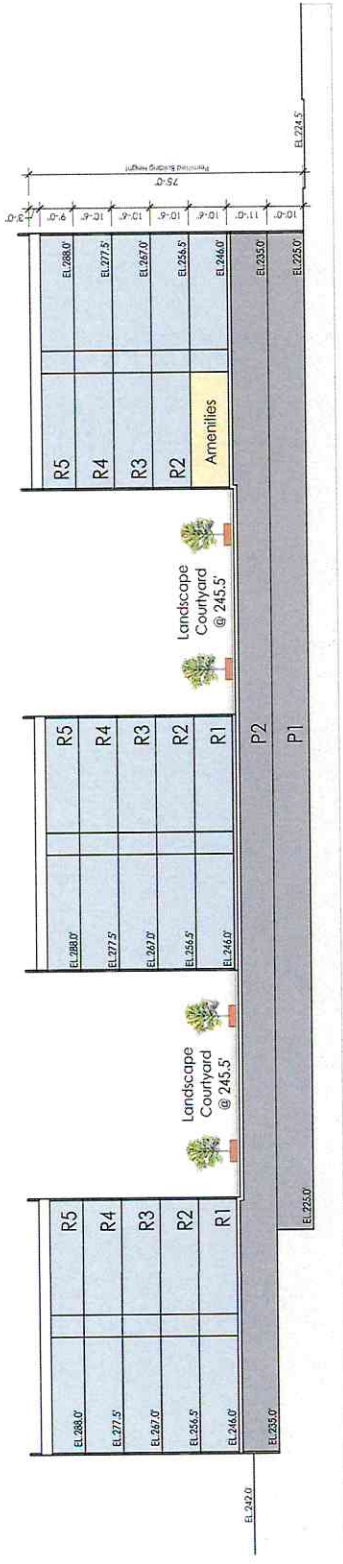
- The four (4) existing driveways along The Fairway for the Baederwood Shopping Center will remain with the following adjusted configurations to optimize access management and provide for safe and efficient vehicular and pedestrian traffic flow:
- Western Driveway: The median will be removed and a signalized, full-movement access will be provided. *Please note this signalized access will serve the existing Shopping Center, the proposed Redstone development and the existing Car Dealership on the south side of The Fairway;*
- Western Central Driveway: A right-in/right-out access will be provided for the shopping center and a left-in will be provided for the car dealership;
- Eastern Central Driveway: Full-movement access with signalization;
- Eastern Driveway: The access will be restricted to right-in/right-out.
- The Shared access with the adjacent Noble Center to the west, primarily the eastern Noble Center Driveway on The Fairway will remain.
- As part of the proposed access revisions and signalization at two (2) of the existing driveways, relocate the existing mid-block crosswalks (2) to the signalized intersections and provide for the appropriate pedestrian facilities.

Upon full build-out, the proposed development will generate 88 new vehicle-trips during the weekday A.M. peak hour, 107 new vehicle-trips during the weekday P.M. peak hour, and 109 new vehicle-trips during the Saturday midday peak hour. ***To be conservative, these trip generation numbers did not include the available TOD and Interaction reductions. It is TPD's estimate that if these factors were to be utilized, it could result in trip generations that are 3%-15% less than projected as part of the analysis conducted.***

Under projected conditions, Warrant 2 (four-hour vehicular volume) was met for both the western driveway and eastern central driveway intersections with the Fairway. Therefore, the full-build out conditions were analyzed assuming both of the intersections were signalized. *Please note that while The Fairway is not a PennDOT roadway, the installation of traffic signals are subject to PennDOT review and approval.*

- Under projected conditions with the development of the proposed development and with the development-related recommendations, all study area intersections will satisfy PennDOT ILOS Standards.

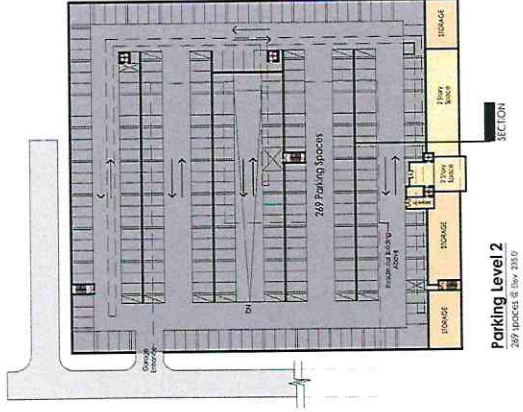
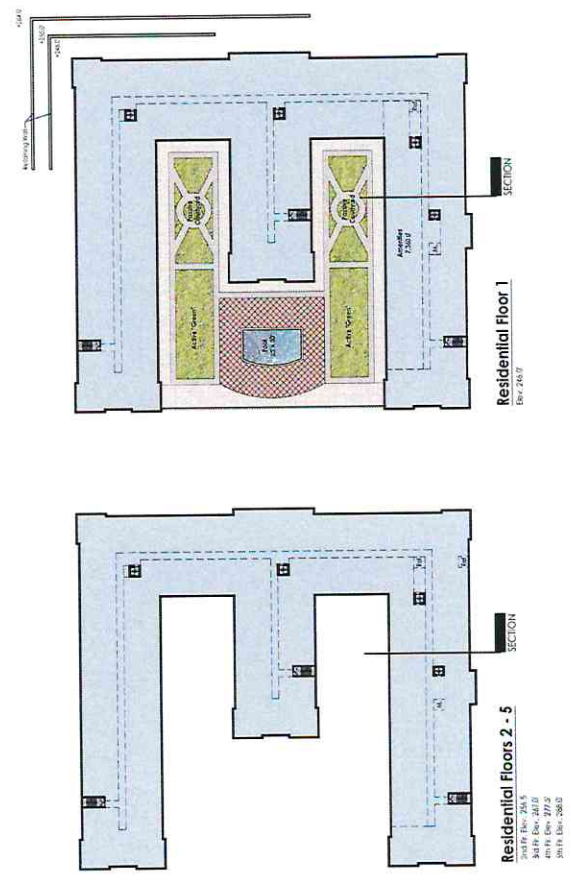




UNIT MIX									
Unit type	R1	R2	R3	R4	R5	Total			
Studio (500 sq. ft.)	2	4	4	4	4	18			
1 Bedroom / Den (800 sq. ft.)	12	13	13	13	13	64			
2 Bedroom / Den (1,000 sq. ft.)	3	3	3	3	3	15			
3 Bedroom / Den (1,200 sq. ft.)	16	22	22	22	22	104			
4 Bedroom / Den (1,400 sq. ft.)	3	4	4	4	4	19			
5 Bedroom / Den (1,700 sq. ft.)	4	5	5	5	5	24			
<b>Total</b>	<b>40</b>	<b>51</b>	<b>51</b>	<b>51</b>	<b>51</b>	<b>244</b>			

**PARKING**  
**P1** Parking Level 1 222 spaces  
**P2** Parking Level 2 269 spaces  
**Total Parking** 491 spaces

**SECTION**  
 SCALE: 1/16" = 1'-0"



**PODIUM PARKING SITE PLAN CONCEPT - BUILDING PLANS**

SCALE: 1" = 50'

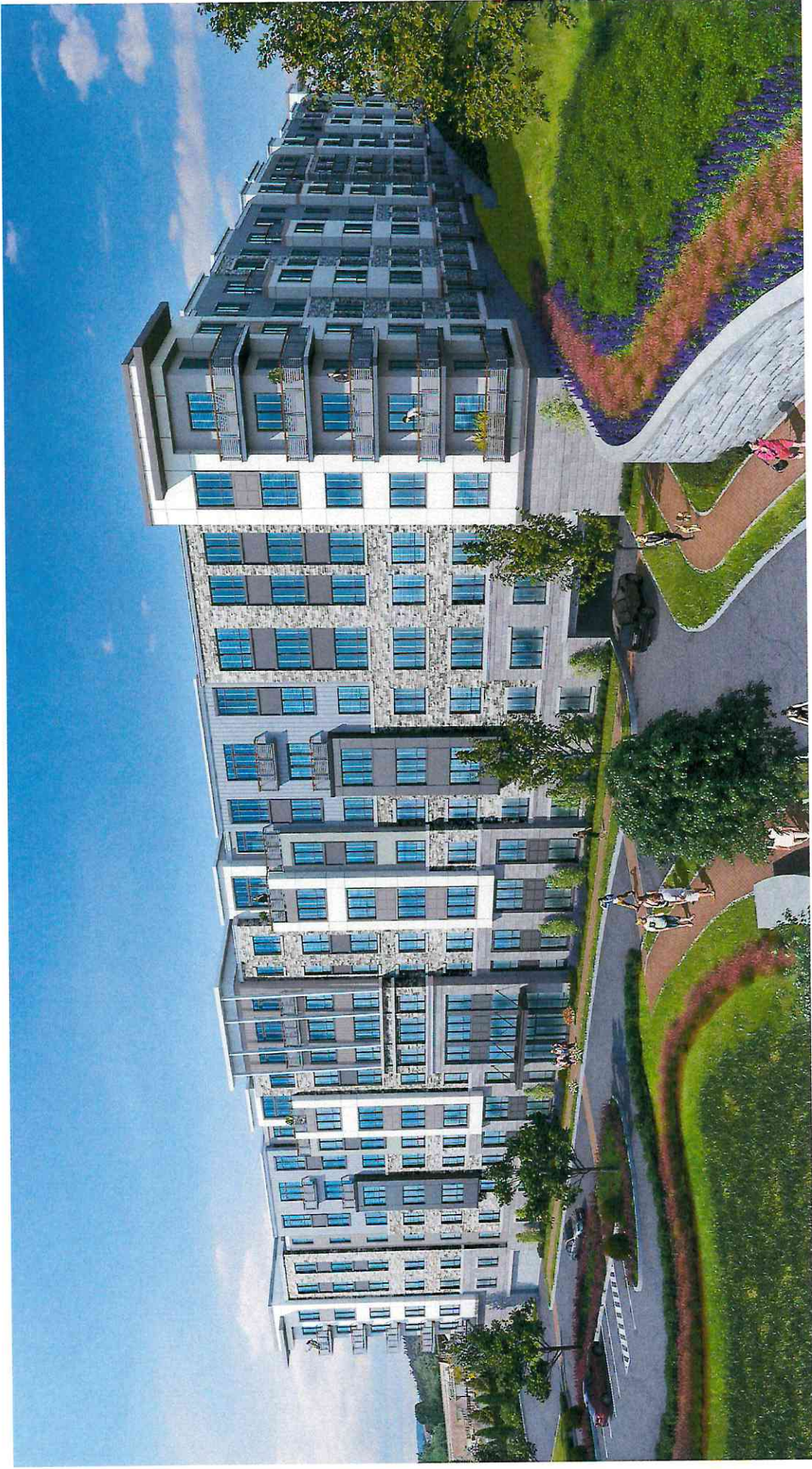
DATE: 11-19-2018

**MINNO WASKO**  
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 401-404-4040



**BAEDERWOOD**  
 ABINGTON TOWNSHIP, MONTGOMERY COUNTY, PA  
 07-0455-06  
 CLIP FIGHT GARDEN & WASKO ARCHITECTS AND PLANNERS





PERSPECTIVE VIEW 01 - SOUTHEAST & NORTHEAST ELEVATIONS

DATE: 11-19-2018

**MINNO WASKO**  
ARCHITECTS AND PLANNERS  
1000 N. MARKET STREET, SUITE 200, PHILADELPHIA, PA 19107



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PERSPECTIVE VIEW 02 - SOUTHWEST & NORTHWEST ELEVATIONS

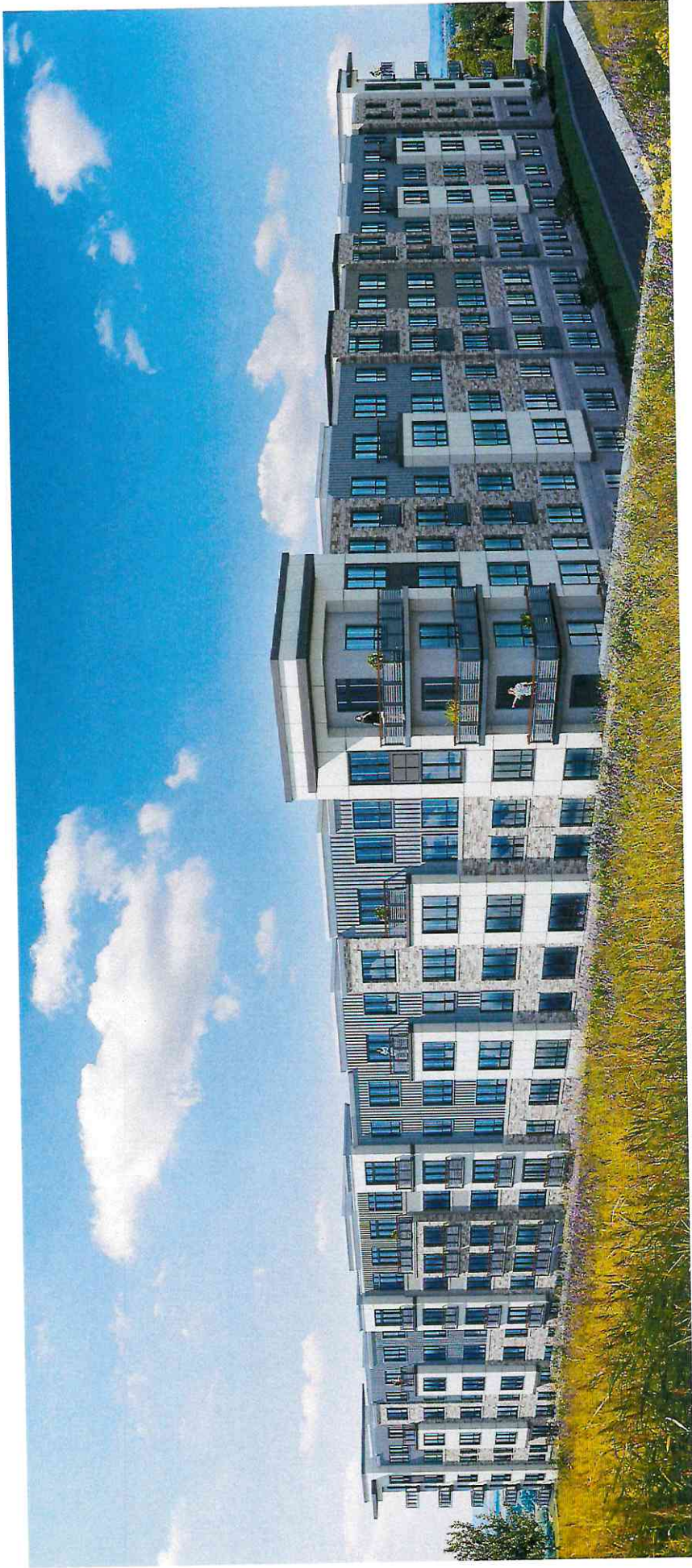
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PERSPECTIVE VIEW 03 - NORTHWEST & NORTHEAST ELEVATIONS

DATE: 11-19-2018

**MINNO WASKO**  
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