



MEMORANDUM

ATTN: Planning Commission

DATE: Thursday, July 25, 2024

FROM: Jamie P. Worman, Assistant Township Manager

Jamie Worman

SUBJ: Proposed Small Wireless Facilities Ordinance Amendment-Ord. #547

The Township Solicitor has prepared an ordinance amendment to the Lower Gwynedd Township Zoning Code that will add new definitions and provisions governing the installation of small wireless facilities in public street rights-of-way and municipal poles in accordance with Act 50 of 2021, the Small Wireless Facilities Deployment Act. The proposed ordinance amendment is attached to this memo for your review along with Act 50 of 2021. As required, the proposed ordinance amendment is being circulated to the PC for your review and comment. This will be discussed at the PC meeting scheduled for August 21st, 2024.

LOWER GWYNEDD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA

BOARD OF SUPERVISORS
ORDINANCE NO. 547

AN ORDINANCE OF THE TOWNSHIP OF LOWER GWYNEDD, MONTGOMERY COUNTY, PENNSYLVANIA, AMENDING CERTAIN PROVISIONS OF THE LOWER GWYNEDD TOWNSHIP ZONING CODE TO ADD A NEW CHAPTER 1295A, ENTITLED "SMALL WIRELESS FACILITIES," ADDING PROVISIONS GOVERNING THE INSTALLATION OF SMALL WIRELESS FACILITIES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND ALSO PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

BE IT ORDAINED AND ENACTED by the LOWER GWYNEDD TOWNSHIP BOARD OF SUPERVISORS (the "Board"), Montgomery County, Pennsylvania, as is hereby ordained and enacted by the authority of the same as follows:

SECTION 1. LEGISLATIVE INTENT. The Board enacts this Article to govern use of public street rights-of-way and municipal poles in accordance with and as limited by Act 50 of 2021, The Small Wireless Facilities Deployment Act ("Act"). The Board recognizes the limitations of the Act on its powers and desires to regulate the public street rights-of-way and municipal poles to the maximum extent allowed by such Act. The Board further desires to limit, to the extent legally permissible, conflicts with other uses of the public street rights-of-way.

SECTION 2. AMENDMENT. Title Six of the Code, entitled "Zoning," is hereby amended by adding the following definitions to Chapter 1250, §1250.04, as follows, incorporated into the existing definitions in alphabetical order:

ADA. The federal Americans with Disabilities Act, as amended, and all regulations adopted to implement such statute.

FCC. Federal Communications Commission or any agency successor thereto.

ONE CALL. The Pennsylvania One Call Act, the Act of December 10, 1974, P.L. 852, as amended, 73 P.S. §176 et seq., and all regulations adopted to implement such statute.

PERSON(S). Any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization, or any agent or subsidiary thereof, or government, or any agency or political subdivision thereof.

RIGHT OF WAY. The surface of and the space above and below the paved or unpaved portions of any public street, public road, public highway, public way, public alley, public sidewalk, and any other land dedicated or otherwise designated for the same now or hereafter held by the Township or other governmental entity.

SMALL WIRELESS ACT. The Small Wireless Facilities Deployment Act, the Act of June 30, 2021, P.L. 232, No. 50, 53 P.S. §11704.1 et seq., and as may be amended in the future.

SMALL WIRELESS APPLICANT. A Wireless Provider that submits an application for a Small Wireless Facility.

SMALL WIRELESS APPLICATION. A written application for the installation of a Small Wireless Facility, in the form and including content and information prescribed by the Township.

SMALL WIRELESS FACILITY. The equipment and network components, including antennas, transmitters and receivers, used by a Wireless Provider that meet the following qualifications: (1) Each antenna associated with the deployment is no more than three (3) cubic feet in volume; (2) The volume of all other equipment associated with the wireless facility, whether ground-mounted or pole-mounted, is cumulatively no more than twenty-eight (28) cubic feet. Any equipment used solely for the concealment of the Small Wireless Facility shall not be included in the calculation of equipment volume under this definition.

TOWNSHIP. Lower Gwynedd Township.

UCC. The Pennsylvania Uniform Construction Code, as adopted and administered by the Township.

UNDERGROUND UTILITY DISTRICT. An area designated by the Township within which poles, overhead wires and associated overhead structures are prohibited.

WIRELESS PROVIDER. A Person who provides wireless infrastructure or a wireless communications service provider using Small Wireless Facilities who/which has been granted a permit pursuant to this Ordinance.

ZONING OFFICER. The Person designated by the Board of Supervisors to administer the Zoning Code.

B. The following sections are added to the new Chapter 1295a. as follows:

§1295a.01. **Permit Application Requirements.** All Persons who desire to install a Small Wireless Facility within a right-of-way, whether by co-location or by the installation of a new utility pole, shall file a Small Wireless Application with the Zoning Officer.

§1295a.02. **Time and Manner of Submission of Applications.** All Small Wireless Application shall be submitted to the Township office, or filed electronically, on a day that the Township office is open to the public and during hours that the office is open to the public. A Small Wireless Application received within one (1) hour of close of business shall be considered filed on the next day that the Township office is open for business.

§1295a.03. **Application Consideration and Permit Issuance.**

A. Within ten (10) business days of receiving a Small Wireless Application, the Township shall determine whether the Small Wireless Application is incomplete. If incomplete, the Township shall provide written notice to the Small Wireless Applicant specifically identifying the missing information. All deadlines contained in this section shall restart upon the Small Wireless Application process.

B. A Small Wireless Application for co-location shall be approved or denied by the Township within sixty (60) days of the receipt of a completed Small Wireless Application.

C. A Small Wireless Application to replace an existing utility pole or install a new utility pole with the Small Wireless Facility attached, shall be approved or denied by the Township within ninety (90) days of receipt of the completed Small Wireless Application.

D. If there are deficiencies, the Township will provide the Small Wireless Applicant with written notice of the basis for denial.

E. The Small Wireless Applicant may cure the deficiencies and resubmit a revised Small Wireless Application within thirty (30) days.

F. The Township shall determine whether all deficiencies have been addressed. The Township will notify the Small Wireless Applicant of approval or denial, within thirty (30) days of the resubmittal.

G. Any resubmittal that addresses or changes other sections, shall afford the Township an additional fifteen (15) days to review the resubmittal and shall trigger an additional application fee to be paid by the Small Wireless Applicant with the resubmittal.

H. Once all requirements of the Act and this Chapter have been met, the Zoning Officer shall issue a permit to authorize installation of the Small Wireless Facility and an invoice for the right-of-way fee.

I. The proposed co-location, the modification or replacement of a utility pole or the installation of a new utility pole with Small Wireless Facilities attached, for which a permit is granted under this Chapter, shall be completed within one (1) year of the permit issuance date.

J. Subject to the permit requirements and the Wireless Provider's right to terminate at any time, the permit shall authorize the operation and maintenance of the Small Wireless Facility and any associated equipment on the utility pole covered by the permit, for a period of five (5) years, which shall be renewed for two additional five (5)-year periods if the permit holder is in compliance with the criteria set forth in this Chapter and the Act, and the permit holder has obtained all necessary consent from the utility pole owner.

§1295a.04. **Design Standards.** All Small Wireless Facilities to be installed and maintained within the right-of-way, shall meet all of the following requirements:

A. The Small Wireless Facility and all associated equipment shall meet the size and height limits of the Act.

B. The Small Wireless Facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, or to otherwise create safety hazards to pedestrians and/or motorists or to otherwise inconvenience public use of the right-of-way. This shall include, but not be limited to, any interference with compliance with the ADA.

C. A new pole shall not be located within ten (10) feet of an existing driveway or street intersection. A new pole shall not be located within any storm water management facility including, but not limited to, any swale or rain garden. A new pole shall not be located within eighteen (18) inches of the face of the curb.

D. Small Wireless Facility equipment mounted on a pole, shall have a clearance of not less than eighteen (18) feet if located over a cartway and not less than ten (10) feet if not located over a cartway.

E. Ground-mounted accessory equipment, walls, or landscaping shall not be located within any storm water management facility including, but not limited to, any swale or rain garden or within eighteen (18) inches of the face of the curb.

F. A new pole or ground mounted accessory equipment, walls or landscaping shall not be located in an easement extending onto property adjoining the right-of-way, without the written permission of the easement holder.

G. Ground-mounted accessory equipment that cannot be placed underground shall be screened, to the fullest extent possible, through the use of landscaping or other decorative features. Any required electrical meter cabinets shall the screened to blend in with the surrounding area.

H. All underground facilities shall be designed and installed in a manner which will not require the removal or relocation of any storm water management facility or underground utility.

I. If the proposed Small Wireless Facility is to be placed on or near a significant historic building, the Small Wireless Facility and wireless support structures shall be located so as not to be located along the frontage of any building deemed to be of historic significance on a federal, state, or local level.

§1295a.05 **Small Wireless Facilities In Underground District.**

A. In any officially designated underground utility district of the Township in which all cable facilities and utility facilities, other than municipal poles and attachments, are required to be placed underground, and in which municipal poles may be replaced, any Person wishing to place a Small Wireless Facility shall also meet any additional requirements of the underground utility district.

B. Persons wishing to place a Small Wireless Facility in an underground utility district may apply for a waiver from the requirements of the underground utility district. After an application for a waiver is received by the Township, the Township shall hold a public hearing on the request for a waiver. In order to be considered, the request for a waiver must include a letter from the owner of the property where the small cell facility is to be placed, consenting to the waiver request.

§1295a.06 Maintenance of Small Wireless Facilities. The Wireless Provider shall maintain the Small Wireless Facility in a manner that meets or exceeds all of the design standards of this Chapter and all UCC standards. If the Small Wireless Facility is the only facility on a pole, the Wireless Provider shall maintain the pole in accordance with this Chapter and all applicable requirements. The Wireless Provider shall remove any graffiti on the Small Wireless Facility, including but not limited to ground-mounted accessory equipment, within thirty (30) days after notice from the Township to do so.

§1295a.07 Damage to Existing Facilities.

A. A Wireless Provider shall repair all damage to the right-of-way or any other land so disturbed, directly caused by the activities of the Wireless Provider or the Wireless Provider's contractors, including installation of the Small Wireless Facility or the failure to properly maintain the Small Wireless Facility, and return the right-of-way in as good of condition as it existed prior to any work being done in the right-of-way by the Wireless Provider or damage resulting from the failure to maintain the Small Wireless Facility. If the Wireless Provider fails to make the repairs required by the Township within thirty (30) days after written notice, the Township may perform those repairs and charge the Wireless Provider the reasonable, documented cost of the repairs plus a penalty of Five Hundred Dollars (\$500.00).

B. The Wireless Provider who has failed to make the required repairs shall not be eligible to receive a new permit from the Township until the Wireless Provider has paid the amount assessed for the repair costs and the assessed penalty or has deposited the amount assessed for the repair costs and the assessed penalty in escrow with the court adjudicating the merits of the dispute.

C. A Wireless Provider shall fully indemnify and hold the Township and its officers, employees and agents harmless against any claims, lawsuits, judgments, costs, liens, expenses or fees or any other damages caused by the act, error or omission of the Wireless Provider or its officers, agents, employees, directors, contractors or subcontractors while installing, repairing or maintaining Small Wireless Facilities or utility poles within the right-of-way.

§1295a.08 Annual Right-of-Way Fee. In accordance with Section 3(c) of the Act, the Township hereby imposes an annual fee for the use of right-of-way in the amount of Two Hundred Seventy Dollars (\$270.00) per Small Wireless Facility or Two Hundred Seventy Dollars (\$270.00) per new utility pole with a Small Wireless Facility.

The annual fee shall become effective beginning on January 1, 2022, and shall be imposed for each calendar year or portion thereof during which a Small Wireless Facility is located in a right-of-way. The owner of each Small Wireless Facility installed within the Township shall be responsible to pay such right-of-way fee whether or not such provider receives an invoice from the Township. The fee will be due by January 31 of the calendar year for the calendar year to which the fee relates.

A. The failure to pay the annual right-of-way fee shall be a violation of this Chapter and shall be subject to the penalties and remedies in this Chapter.

B. If the annual right-of-way fee is not paid in full by January 31 of the calendar year, a penalty of ten (10%) percent of the annual fee shall be added. If the annual fee plus penalty is not paid in full by March 31 of the calendar year, interest at the rate of one (1%) percent per month shall continue until the annual right-of-way fee, penalty, and interest are paid in full.

C. The annual fee may be adjusted upward by resolution of the Board of Supervisors as authorized by Section 7(c) of the Act.

D. The owner of each Small Wireless Facility installed within a right-of-way on the effective date of this Chapter shall provide the Township with a report identifying each existing Small Wireless Facility identifying the location of such Small Wireless Facility, the dimensions of such Small Wireless Facility, and the date of installation of the Small Wireless Facility. This report shall include the name and contact information for the owner of the Small Wireless Facilities, including the address to send invoices for the annual right-of-way fee and any notices under this Chapter.

E. The owner of each Small Wireless Facility shall provide the Township with up-to-date contact information. If ownership of a Small Wireless Facility changes, the new owner of the Small Wireless Facility shall provide notice and new contact information to the Township within thirty (30) days.

§1295a.09 **Application Fees.** A Small Wireless Applicant for a permit to install a Small Wireless Facility shall include those fees specified in the Township's General Fee Schedule, which may be adjusted upward by resolution of the Board of Supervisors as authorized by Section 7(c) of the Act.

§1295a.10 Removal of Small Wireless Facilities.

A. Within sixty (60) days of suspension or revocation of a permit due to noncompliance with this article or the Act, the Wireless Provider shall remove the Small Wireless Facility and any associated equipment, including the utility pole and any support structures if the permit holder's wireless facilities and associated equipment are the only facilities on the utility pole, after receiving adequate notice and an opportunity to cure any noncompliance.

B. Within ninety (90) days of the end of a permit term or an extension of the permit term, the permit holder shall remove the Small Wireless Facility and any associated equipment, including the utility pole and any support structures if the permit holder's wireless facilities and associated equipment are the only facilities on the utility pole.

C. A Wireless Provider which elects to discontinue the use of a Small Wireless Facility shall notify the Township in writing not less than forty-five (45) days prior to the discontinuance of use of the Small Wireless Facility, which notice shall specify when and how the Wireless Provider will remove the Small Wireless Facility and, if applicable, the pole. The Wireless Provider shall complete the removal within forty-five (45) days of the discontinuance of the use of the Small Wireless Facility. A permit issued under this Article for a Small Wireless Facility which is voluntarily removed shall expire upon the removal of the Small Wireless Facility.

§1295a.11 Removal if use is discontinued or abandoned.

A. If a Small Wireless Facility is discontinued for a period of one hundred twenty (120) days or is abandoned without notice from the owner, it shall be considered abandoned and the Township may remove it at the owner's expense if the Township provides written notice of its intent to remove under this section and, within thirty (30) days after receipt of such written notice, the owner of the does not reply to the Township, in writing, that the Small Wireless Facility continues to be in operation. Costs for such removal shall be collectible as allowed by law.

B. The Township reserves the right to inspect and to request information from the owner, which the owner shall provide following such request, as to the continued use of the operator's Small Wireless Facility within the right-of-way.

C. The Township reserves the right (unless prohibited by law) to require the owner of the Small Wireless Facility to provide financial security to the Township sufficient to cover the costs of removal of the Small Wireless Facility if such use is discontinued or abandoned. The Small Wireless Small Wireless Applicant shall submit an estimate of such removal costs to the Township Engineer for review and approval of same. Said financial security shall remain in place until said facility is removed.

§1295a.11 Safety Requirements.

A. Prevention of failures and accidents. Any person who owns or operates a portion of a Small Wireless Facility sited in the public right-of-way shall always employ ordinary and reasonable care and install and maintain it using industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

B. Compliance with Fire Safety and FCC regulations. A Small Wireless Facility, including, but not limited to, wires, cables, fixtures, and other equipment, shall be installed and maintained in compliance with the requirements of any applicable provisions of the National Electric Code and building codes, and in such manner that will not interfere with the use of other property or any existing public/private utilities or public safety systems.

C. Each attachment of wireless facilities should bear a marker or insignia legible at street level identifying the owner of the Small Wireless Facility and contact information.

§1295a.12 Exceptions to applicability. Nothing in this Chapter authorizes the co-location of small wireless facilities on:

A. Property owned by a private party without the written consent of the property owner;

B. Property owned or controlled by a unit of local government that is not located within public rights-of-way without the written consent of the unit of local government. (Local governments are, however, required to authorize the co-location of small wireless facilities on utility poles owned or controlled by the local government or located within rights-of-way to the same extent the local government permits access to utility poles for other commercial projects or uses.);

C. A privately owned utility pole or wireless support structure, without the consent of the property owner; or

D. Property owned, leased or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes, without the consent of the affected district.

§1295a.13 Appeals and consistency with state and federal laws.

The appeals process shall be as provided and set forth by state and federal laws, including any rulings issued by the Federal Communications Commission. The provisions contained herein regulating small wireless facilities are intended to comply with federal and state laws and regulations in effect as of the date of adoption of this chapter. To the extent that any of the provisions in this chapter conflict with any federal or state statute or regulations, the federal or state statutes or regulations shall control unless the applicable federal or state statutes or regulations allow for more stringent provisions in local ordinances, in which case the more stringent provisions of local ordinances shall remain in effect and shall control in such instances.

§1295a.14 Severability. The provisions of this chapter are severable. If any provision or subsection, or the application of any provision or subsection to any person or circumstances, is held invalid, the remaining provisions, subsection, and applications of such chapter to other persons or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in this Chapter when originally adopted by the Board of Supervisors.

§1295a.15 Violations and Penalties.

A. **Violations.** It shall be a violation of this Chapter to do or permit the following:

1. To install a Small Wireless Facility prior to obtaining the permit required by this Chapter.
2. To install a Small Wireless Facility in a manner other than that authorized by the permit.
3. To place any false or misleading information on an application including, but not limited to, incorrectly identifying the right-of-way width, the identity of the owner of a utility pole, the precise location of the utility pole, or the size and location of any proposed or existing equipment.
4. To fail to make any payment required by this Chapter or to make a payment by a means which is later dishonored.
5. To violate any other provision of this Chapter.

B. **Penalties.** Any Person who violates or permits the violation of any provision of this Chapter shall be liable upon summary conviction therefor to fines and penalties of not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Dollars (\$1,000.00) plus all costs of prosecution, including attorneys' fees, which costs, fines, fees and penalties may be collected as provided by law. Each day that a violation continues and each Section of this Chapter that is violated constitutes a separate violation.

SECTION 3. SEVERABILITY. The provisions of this Ordinance shall be severable and, if any of the provisions hereof shall be held to be invalid or unenforceable, the remaining provisions of this Ordinance shall remain in effect.

SECTION 4. REPEALER. All Ordinances or parts of Ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as some affect this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately.

SIGNATURES COMMENCE ON THE FOLLOWING PAGE

ENACTED AND ORDAINED by the Lower Gwynedd Township Board of Supervisors this _____ day of _____, 2024.

ATTEST:

***LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS***

MIMI GLEASON, TOWNSHIP MANAGER

By: _____
DANIELLE A. DUCKETT, CHAIRPERSON

DRAFT

SMALL WIRELESS FACILITIES DEPLOYMENT ACT - ENACTMENT

Act of Jun. 30, 2021, P.L. 232, No. 50

Cl. 66

An Act

Providing for small wireless facilities deployment.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Short title.

This act shall be known and may be cited as the Small Wireless Facilities Deployment Act.

Section 2. Definitions.

The following words and phrases when used in this act shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"Antenna." Telecommunications equipment that transmits and receives electromagnetic radio signals used in the provision of all types of wireless telecommunications services.

"Applicable codes." Any of the following:

(1) Uniform building, fire, electrical, plumbing or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.

(2) Local zoning, land use, streets and sidewalks, rights-of-way and permitting ordinances that comply with this act.

"Applicant." A communications service provider that submits an application.

"Application." A request submitted by an applicant to a municipality:

(1) for a permit to collocate small wireless facilities;
or

(2) to approve the installation, modification or replacement of a utility pole with small wireless facilities attached.

"Cable facility." Buildings, other structures and equipment used by the owner or operator of a cable television system to provide service. As used in this definition, the term "cable system" shall have the meaning given to it in section 602(6) of the Cable Communications Policy Act of 1984 (Public Law 98-549, 47 U.S.C. § 522(7)).

"Collocation" or "collocate." To install, mount, maintain, modify or replace small wireless facilities on an existing utility pole or other wireless support structure.

"Communications facility." A set of equipment and network components, including wires and cables and associated facilities, used by a communications service provider to provide a communications service.

"Communications service provider." Any of the following:

(1) A cable operator as defined in section 602(4) of the Cable Communications Policy Act of 1984 (Public Law 98-549, 47 U.S.C. § 522(5)).

(2) A provider of information service as defined in section 3(20) of the Communications Act of 1934 (48 Stat. 1064, 47 U.S.C. § 153(24)).

(3) A telecommunications carrier as defined in section 3(44) of the Communications Act of 1934 (48 Stat. 1064, 47 U.S.C. § 153(51)).

(4) A wireless provider.

"Decorative pole." A municipal pole that is specially designed and placed for aesthetic purposes.

"FCC." The Federal Communications Commission.

"Historic district or building." A building that is or a group of buildings, properties or sites that are:

(1) Listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register.

(2) Determined to be eligible for listing by the Keeper of the National Register of Historic Places who has been delegated the authority by a Federal agency to list properties and determine their eligibility for the National Register of Historic Places in accordance with section VI.D.1.a.i-v of the Nationwide Programmatic Agreement for Review Regarding the Section 106 National Historic Preservation Act Review Process as specified under 47 CFR Pt. 1, App. C (relating to Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process).

(3) Marked as a historical site by the Pennsylvania Historical and Museum Commission pursuant to 37 Pa.C.S. (relating to historical and museums).

(4) Within a historic district created pursuant to the act of June 13, 1961 (P.L.282, No.167), entitled "An act authorizing counties, cities, boroughs, incorporated towns and townships to create historic districts within their geographic boundaries; providing for the appointment of Boards of Historical Architectural Review; empowering governing bodies of political subdivisions to protect the distinctive historical character of these districts and to regulate the erection, reconstruction, alteration, restoration, demolition or razing of buildings within the historic districts."

"Micro wireless facility." A small wireless facility that:

(1) does not exceed two cubic feet in volume; and

(2) has an exterior antenna no longer than 11 inches.

"Modification" or "modify." The improvement, upgrade or replacement of a small wireless facility or an existing utility pole that does not substantially change, as defined in 47 CFR 1.6100(b)(7) (relating to wireless facility modifications), the physical dimension of the small wireless facility or utility pole.

"Municipality." Any of the following:

(1) A city of the first, second, second class A or third class.

(2) A borough.

(3) An incorporated town.

(4) A township of the first or second class.

(5) A county.

(6) A home rule municipality.

(7) A similar general purpose unit of government

established by the General Assembly.

"Municipal pole." A utility pole owned, managed or operated by or on behalf of a municipality.

"Right-of-way." The area on, below or above a public roadway, highway, street, sidewalk, alley, utility easement or similar property. The term does not include a Federal interstate highway.

"Small wireless facility." The equipment and network components, including antennas, transmitters and receivers, used by a wireless provider that meet the following qualifications:

(1) Each antenna associated with the deployment is no more than three cubic feet in volume.

(2) The volume of all other equipment associated with the wireless facility, whether ground-mounted or pole-mounted, is cumulatively no more than 28 cubic feet. Any equipment used solely for the concealment of the small wireless facility shall not be included in the calculation of equipment volume under this paragraph.

"Technically feasible." By virtue of engineering or spectrum usage, the proposed placement for a small wireless facility or its

design or site location can be implemented without a material reduction in the functionality of the small wireless facility.

"Utility facility." Buildings, other structures and equipment owned or operated by a public utility, as defined in 66 Pa.C.S. § 102 (relating to definitions), to provide service.

"Utility pole." A pole or similar structure that is or may be used, in whole or in part, by or for telecommunications, electric distribution, lighting, traffic control, signage or a similar function or for collocation. The term includes the vertical support structure for traffic lights but does not include wireless support structures or horizontal structures to which signal lights or other traffic control devices are attached.

"Wireless facility." As follows:

(1) Equipment at a fixed location that enables wireless service between user equipment and a communications network, including any of the following:

(i) Equipment associated with wireless services.

(ii) Radio transceivers, antennas, coaxial or fiber optic cables, regular and backup power supplies or comparable equipment, regardless of technological configuration.

(2) The term includes a small wireless facility.

(3) The term does not include any of the following:

(i) The structure or improvements on, under or within which the equipment is collocated.

(ii) The coaxial or fiber optic cables that are not immediately adjacent to or directly associated with a particular antenna.

"Wireless infrastructure provider." A person authorized by the Pennsylvania Public Utility Commission to provide telecommunications service in this Commonwealth that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures but is not a wireless services provider.

"Wireless provider." A wireless infrastructure provider or a wireless services provider.

"Wireless services." Services, whether at a fixed location or mobile, using a licensed or unlicensed spectrum, provided to the public using wireless facilities.

"Wireless services provider." A person who provides wireless services.

"Wireless support structure." The term shall have the same meaning given to it in the act of October 24, 2012 (P.L.1501, No.191), known as the Wireless Broadband Collocation Act.

Section 3. Use of right-of-way for small wireless facilities and utility poles with small wireless facilities attached.

(a) Applicability.--The provisions of this section shall only apply to activities of a wireless provider within the right-of-way to deploy small wireless facilities and associated new utility poles with small wireless facilities attached.

(b) Exclusive use prohibited.--A municipality shall not enter into an exclusive arrangement with any person for use of the right-of-way for:

(1) collocation; or

(2) the installation, operation, modification or replacement of utility poles with small wireless facilities attached.

(c) Right-of-way rates and fees.--Subject to the fee adjustment requirements under section 7(c), a municipality shall have the right to charge an annual fee for the use of the right-of-way. An annual right-of-way fee shall not exceed \$270 per small wireless facility or \$270 per new utility pole with a small wireless facility unless a municipality demonstrates all of the following:

(1) The annual right-of-way fee is a reasonable

approximation of the municipality's costs to manage the right-of-way.

(2) The municipality's costs under paragraph (1) are reasonable.

(3) The annual right-of-way fee is nondiscriminatory.

(d) Right of access.--

(1) Under the provisions of this act, in accordance with applicable codes, and with the permission of the owner of the structure, a wireless provider shall have the right to perform the following within the right-of-way:

(i) Collocate.

(ii) Replace an existing utility pole or install a new utility pole with attached small wireless facilities.

(2) All structures and facilities shall be installed and maintained so as not to obstruct nor hinder travel or public safety within the right-of-way or obstruct the legal use of the right-of-way by the municipality and utilities.

(e) Size limits.--

(1) Each new or modified small wireless facility installed in the right-of-way shall be installed on an existing utility pole or a new utility pole subject to the following:

(i) The installation of a small wireless facility on an existing utility pole shall not extend more than five feet above the existing utility pole.

(ii) If collocation on an existing utility pole cannot be achieved under section 4(i), a small wireless facility may be installed on a new or replacement utility pole. The maximum permitted height of the facility, which shall include the utility pole and small wireless facility, shall not be taller than 50 feet above ground level.

(2) Subject to the provisions of this act, a wireless provider may collocate or install a new utility pole with small wireless facilities attached that exceeds these height limits by including a height limit waiver request or variances in the application. Height limit waivers or variances shall be processed subject to applicable codes.

(f) Underground district.--A wireless provider shall comply with reasonable and nondiscriminatory requirements that prohibit communications service providers from placing or installing structures in the right-of-way in an area designated solely for underground or buried cable facilities and utility facilities if the municipality:

(1) Requires all cable facilities and utility facilities, other than municipal poles and attachments, to be placed underground by a date certain that is three months prior to the submission of the application.

(2) Does not prohibit the replacement of municipal poles in the designated area.

(3) Permits wireless providers to seek a waiver of the underground requirements for the installation of a new utility pole to support small wireless facilities. Upon the submission of a request for a waiver by a wireless provider, the municipality may require a public hearing and, with the approval of the property owner, permit a waiver request. Waivers shall be addressed in a nondiscriminatory manner and in accordance with applicable codes.

(g) Historic district or building.--Except for facilities excluded from evaluation for effects on historic properties under 47 CFR 1.1307(a)(4) (relating to actions that may have a significant environmental effect, for which Environmental Assessments (EAs) must be prepared), a municipality may require reasonable, technically feasible, nondiscriminatory and technologically neutral design or concealment measures in a historic district or on historic buildings. Any design or concealment measures may not have the effect of prohibiting any

concealment measures may not have the effect of prohibiting any provider's technology or be considered a part of the small wireless facility for purposes of the size restrictions of small wireless facilities.

(h) Design guidelines.--A municipality may develop objective design guidelines for a small wireless facility regarding the minimization of aesthetic impact in accordance with the following:

(1) The design guidelines shall be technically feasible.

(2) The design guidelines may not have the effect of prohibiting the wireless provider's technology.

(3) The design guidelines may not unreasonably discriminate among wireless providers of functionally equivalent services.

(i) Damage and repair.--A wireless provider shall repair all damage to the right-of-way or any other land so disturbed, directly caused by the activities of the wireless provider or the wireless provider's contractors and return the right-of-way in as good of condition as it existed prior to any work being done in the right-of-way by the wireless provider. If the wireless provider fails to make the repairs required by the municipality within 30 days after written notice, the municipality may perform those repairs and charge the wireless provider the reasonable, documented cost of the repairs plus a penalty not to exceed \$500. The municipality may suspend the ability of an applicant to receive a new permit from the municipality until the applicant has paid the amount assessed for the repair costs and the assessed penalty. The municipality may not suspend the ability of an applicant to receive a new permit that has deposited the amount assessed for the repair costs and the assessed penalty in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

(j) Communications services.--The approval of the installation, placement, maintenance or operation of a small wireless facility under this section shall not authorize the provision of any communications services without compliance with all applicable laws or the installation, placement, maintenance or operation of any communications facilities other than wireless facilities and associated utility poles in the right-of-way. Section 4. Permitting process for small wireless facilities and utility poles within right-of-way.

(a) Applicability.--The provisions of this section shall apply to a municipality's permitting of small wireless facilities by a wireless provider or the installation, modification and replacement of utility poles with small wireless facilities attached by a wireless provider within the right-of-way.

(b) Review.--An application under this section shall be treated as a permitted use in all areas of a municipality, except underground districts in accordance with section 3(f), and reviewed by municipal staff for conformance with applicable codes. Such applications shall not be subject to discretionary zoning review, including conditional use or special exception requirements.

(c) Permits.--

(1) A municipality may require an applicant to obtain one or more permits of general applicability to perform the following within the right-of-way:

(i) Collocate, maintain and modify small wireless facilities.

(ii) Replace existing utility poles for collocation.

(iii) Install new utility poles with attached small wireless facilities.

(2) Permits of general applicability shall not apply exclusively to small wireless facilities. A municipality shall receive applications for collocation or for installation,

modification or replacement of utility poles with small wireless facilities attached and process and issue permits, subject to the requirements of applicable codes. The following apply:

(i) A municipality may not directly or indirectly require an applicant to perform services or provide goods unrelated to the permit, such as in-kind contributions to the municipality, including reserving fiber, conduit or pole space for the municipality.

(ii) An applicant shall not be required to provide justification for capacity or radio frequency. An applicant may be required to:

(A) Include documentation with an application that includes construction and engineering drawings, demonstrates compliance with the criteria specified under subsection (f) and includes all necessary approvals from the pole owner.

(B) Self-certify that the filing and approval of the application is required by the wireless provider to provide additional capacity or coverage for wireless services. Nothing in this subsection shall be construed to permit a municipality to require an applicant to submit information about an applicant's business decisions with respect to its service, customer demand for service or quality of service.

(C) Include documentation showing compliance with design guidelines consistent with section 3(h).

(d) Completed application.--Within 10 business days of receiving an application, a municipality must determine and notify the applicant in writing whether the application is incomplete. If an application is incomplete, the notice must specifically identify the missing information. The processing deadline shall restart at zero on the date the applicant provides the missing information. The processing deadline may be tolled by agreement of the applicant and the municipality.

(e) Deadlines.--An application shall be processed on a nondiscriminatory basis and deemed approved if the municipality fails to approve or deny the application within 60 days of receipt of a complete application to collocate and within 90 days of receipt of a complete application to replace an existing utility pole or install a new utility pole with small wireless facilities attached. A permit associated with an application deemed approved under this subsection shall be deemed approved if the municipality fails to approve or deny the permit within seven business days after the date of filing the permit application with the municipality unless there is a public safety reason for the delay.

(f) Denial.--

(1) A municipality may deny an application under this section only if any of the following apply:

(i) The small wireless facility materially interferes with the safe operation of traffic control equipment, sight lines or clear zones for transportation or pedestrians or compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 Stat. 327) or similar Federal or State standards regarding pedestrian access or movement.

(ii) The small wireless facility fails to comply with applicable codes.

(iii) The small wireless facility fails to comply with the requirements specified under this act.

(iv) The applicant fails to submit a report by a qualified engineering expert which shows that the small wireless facility will comply with applicable FCC regulations.

(2) Within the time frame established under subsection

(e), the municipality shall document the basis for a denial, including the specific provisions of applicable codes on which the denial was based, and send the documentation to the applicant within five business days of the denial.

(3) The applicant may cure the deficiencies identified by the municipality and resubmit the application within 30 days of receiving the written basis for the denial without being required to pay an additional application fee. The municipality shall approve or deny the revised application within 30 days of the application being resubmitted for review or the resubmitted application shall be deemed approved 30 days after resubmission. Any subsequent review shall be limited to the deficiencies cited in the denial. If the resubmitted application addresses or changes other sections of the application that were not previously denied, the municipality shall be given an additional 15 days to review the resubmitted application and may charge an additional fee for the review.

(g) Consolidated application.--An applicant seeking to collocate within the jurisdiction of a single municipality shall be allowed at the applicant's discretion to file a consolidated application for collocation of multiple small wireless facilities as follows:

(1) The consolidated application does not exceed 20 small wireless facilities.

(2) The denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same consolidated application.

(3) A single applicant may not submit more than one consolidated or 20 single applications in a 30-day period in a municipality with a population of less than 50,000. If a municipality with a population of less than 50,000 receives more than one consolidated application or 20 single applications within a 45-day period, the processing deadline shall be extended 15 days in addition to the processing deadline specified under subsection (d) to allow the municipality to complete its initial review under subsection (d).

(4) The following apply:

(i) For the purpose of counting the number of small wireless facilities each applicant has before a single municipality at a given time, small wireless facilities and poles that a wireless provider applicant has requested a third party to deploy and that are included in a pending application by the third party shall be counted as pending requests by the wireless provider applicant.

(ii) An application tolled under paragraph (3) shall count towards the total number of applications included in a consolidated application unless the application is withdrawn by the applicant. As the processing of applications is completed, the municipality shall begin processing previously tolled applications in the order in which the tolled applications were submitted, unless the applicant specifies a different order.

(h) Time limit for work.--The proposed collocation, the modification or replacement of a utility pole or the installation of a new utility pole with small wireless facilities attached for which a permit is granted under this section shall be completed within one year of the permit issuance date unless the municipality and the applicant agree in writing to extend the period.

(i) Utility poles.--When applying to install a new utility pole under this act, the municipality may require the wireless provider to demonstrate that it cannot meet the service reliability and functional objectives of the application by

reliability and functional objectives of the application by collocating on an existing utility pole or municipal pole instead of installing a new utility pole. The municipality may require the wireless provider to self-certify that the wireless provider has made this determination in good faith and to provide a documented summary of the basis for the determination. The wireless provider's determination shall be based on whether the wireless provider can meet the service objectives of the application by collocating on an existing utility pole or municipal pole on which:

- (1) The wireless provider has the right to collocation.
- (2) The collocation is technically feasible and would not impose substantial additional cost.
- (3) The collocation would not obstruct or hinder travel or have a negative impact on public safety.

(j) Approval.--Approval of an application authorizes the applicant to:

(1) Collocate on an existing utility pole, modify or replace a utility pole or install a new utility pole with small wireless facilities attached as identified in the initial application.

(2) Subject to the permit requirements and the applicant's right to terminate at any time, operate and maintain small wireless facilities and any associated equipment on a utility pole covered by the permit for a period of not less than five years, which shall be renewed for two additional five-year periods if the applicant is in compliance with the criteria set forth in this act or applicable codes consistent with this act and the applicant has obtained all necessary consent from the utility pole owner.

(k) Removal of equipment.--

(1) Within 60 days of suspension or revocation of a permit due to noncompliance with this act or applicable codes consistent with this act, the applicant shall remove the small wireless facility and any associated equipment, including the utility pole and any support structures if the applicant's wireless facilities and associated equipment are the only facilities on the utility pole, after receiving adequate notice and an opportunity to cure any noncompliance.

(2) Within 90 days of the end of a permit term or an extension of the permit term, the applicant shall remove the small wireless facility and any associated equipment, including the utility pole and any support structures if the applicant's wireless facilities and associated equipment are the only facilities on the utility pole.

(l) Moratorium prohibited.--A municipality may not institute, either expressly or de facto, a moratorium on:

- (1) filing, receiving or processing applications; or
- (2) issuing permits for:

- (i) collocation;
- (ii) modification or replacement of utility poles to support small wireless facilities; or
- (iii) installation of new utility poles to support small wireless facilities.

(m) When applications not required.--

(1) A municipality shall not require an application for:

- (i) Routine maintenance or repair work.
- (ii) The replacement of small wireless facilities with small wireless facilities that are substantially similar or the same size or smaller and still qualify as a small wireless facility.

(iii) The installation, placement, maintenance, operation or replacement of micro wireless facilities that are strung on cables between existing utility poles by or for a communications service provider authorized to occupy

the right-of-way, in compliance with the National Electrical Safety Code.

(2) A municipality may require a permit to perform work within the right-of-way for the activities under paragraph (1) or subsection (c), if applicable for work that involves excavation, closure of a sidewalk or closure of a vehicular lane. Permits shall be subject to the requirements provided in this act or applicable codes consistent with this act.

(n) Application fees.--Subject to the fee adjustment requirements under section 7(c), a municipality shall have the right to charge an application fee for the review of a permit application and plans submitted for the work to be done within the right-of-way. A municipality may charge a one-time application fee of up to the following:

(1) Five hundred dollars for an application seeking approval for no more than five collocated small wireless facilities and up to \$100 for each collocated small wireless facility beyond five.

(2) One thousand dollars for an application seeking approval of a small wireless facility that requires the installation of a new or replacement utility pole.

Section 5. Access to municipal poles within right-of-way.

(a) Applicability.--The provisions of this section shall apply to activities of the wireless provider within a right-of-way.

(b) Exclusive use prohibited.--A municipality may not enter into an exclusive arrangement with any person for the right to collocate on municipal poles.

(c) Collocation.--A municipality shall allow collocation on municipal poles using the process required under this act and applicable codes unless the small wireless facility would cause structural or safety deficiencies to the municipal pole, in which case the municipality and applicant shall work together for any make-ready work or modifications or replacements that are needed to accommodate the small wireless facility. All structures and facilities shall be installed and maintained so as not to obstruct nor hinder travel or public safety within the right-of-way.

(d) Rates.--Subject to the fee adjustment requirements under section 7(c), a municipality shall not charge a wireless provider a fee to collocate on municipal poles.

(e) Implementation and make-ready work.--

(1) The rates, fees and terms and conditions for the make-ready work to collocate on a municipal pole must be nondiscriminatory, competitively neutral and commercially reasonable and must comply with this act.

(2) The municipality shall provide a good faith estimate for any make-ready work necessary to enable the municipal pole to support the requested collocation by a wireless provider, including pole replacement if necessary, within 60 days after receipt of a complete application. Make-ready work, including pole replacement, shall be completed within 60 days of written acceptance of the good faith estimate by the applicant. A municipality may require replacement of the municipal pole only if the municipality demonstrates that the collocation would make the municipal pole structurally unsound.

(3) The municipality shall not require more make-ready work than required to meet applicable codes or industry standards. Fees for make-ready work on a nonreplacement municipal pole shall not include costs related to preexisting or prior damage or noncompliance. Fees for make-ready work, including replacement, shall not exceed actual costs or the amount charged to other similarly situated communications service providers for similar work and shall not include any consultant fees or expenses that are charged on a contingency basis.

(f) Future use.--A municipality may reserve space on an

existing municipal pole for future public safety or transportation uses in a documented and approved plan as adopted at the time an application is filed. A reservation of space shall not preclude collocation, the replacement of an existing utility pole or the installation of a new utility pole. If the replacement of a municipal pole is necessary to accommodate collocation and the reserved future use, the wireless provider shall pay for the replacement municipal pole and the municipal pole shall accommodate the future use.

Section 6. Local authority.

Subject to the provisions of this act and applicable Federal and State laws and regulations, nothing in this act shall be construed to:

(1) Limit or preempt the scope of a municipality's zoning, land use, planning, streets and sidewalks, rights-of-way and permitting authority as it relates to small wireless facilities.

(2) Grant the authority to a municipality to exercise zoning jurisdiction over the design, engineering, construction, installation or operation of a small wireless facility located in an interior structure or on the site of a campus, stadium or athletic facility not owned or controlled by the municipality. Nothing in this act authorizes the Commonwealth or any municipality to require small wireless facility deployment or to regulate wireless services.

Section 7. Implementation.

(a) Ordinances.--A municipality may adopt ordinances that comply with this act and shall amend existing ordinances as necessary to comply with this act. If a municipality does not adopt an ordinance that complies with this act within 60 days of the effective date of this section, applications seeking permits to collocate, modify or replace existing utility poles or install new utility poles shall be processed in compliance with this act. A municipality shall not require a wireless provider to enter into an agreement to implement this act. Nothing in this subsection shall be construed to prohibit an agreement between a municipality and a wireless provider to implement this act if nondiscriminatory and entered into voluntarily.

(b) Agreements.--All agreements between municipalities and wireless service providers that are in effect on the effective date of this act shall remain in effect, subject to any termination provisions in the agreements. When an application is submitted after the effective date of this act, a wireless provider may elect to have the rates, fees, terms and conditions established under this act apply to the small wireless facility or utility pole installed after the effective date of this act.

(c) Rate or fee adjustments.--

(1) If the FCC adjusts its levels for fees for small wireless facilities, a municipality may adjust any impacted rate or fee under sections 3(c), 4(n) or 5(d), on a pro rata basis, and consistent with the FCC's adjustment.

(2) If, in a final adjudication not subject to further appeal or to review by the United States Supreme Court, a Federal court reviewing Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, et al., Declaratory Ruling and Third Report and Order, WT Docket No. 17-79 and WC Docket No. 17-84, FCC 18-133 (released September 27, 2018), reverses or repeals the rates outlined in that FCC order, then the monetary caps under sections (3)(c), (4)(n) and (5)(d) may increase 3% annually beginning January 1, 2021, at the discretion of a municipality.

Section 8. Indemnification.

Except for a wireless provider with an existing agreement to occupy and operate in a right-of-way, a wireless provider shall fully indemnify and hold the municipality and its officers

fully indemnify and hold the municipality and its officers, employees and agents harmless against any claims, lawsuits, judgments, costs, liens, expenses or fees or any other damages caused by the act, error or omission of the wireless provider or its officers, agents, employees, directors, contractors or subcontractors while installing, repairing or maintaining small wireless facilities or utility poles within the right-of-way. A wireless provider shall not be required to indemnify for an act of negligence or willful misconduct by the municipality, its elected and appointed officials, employees and agents.

Section 9. General requirements for uses of rights-of-way.

The following apply:

(1) Structures and facilities deployed by a wireless provider under this act shall be constructed, maintained and located in a manner as to not obstruct, endanger or hinder the usual travel or public safety on a right-of-way, damage or interfere with other utility facilities located within a right-of-way or interfere with the other utility's use of the utility's facilities located or to be located within the right-of-way.

(2) The construction and maintenance of structures and facilities by the wireless provider shall comply with the 2017 National Electrical Safety Code and all applicable laws, ordinances and regulations for the protection of underground and overhead utility facilities.

(3) An applicant or the applicant's affiliate shall ensure that a contractor or subcontractor performing construction, reconstruction, demolition, repair or maintenance work on a small wireless facility deployed under this act meets and attests to all of the following requirements:

(i) Maintain all valid licenses, registrations or certificates required by the Federal Government, the Commonwealth or a local government entity that is necessary to do business or perform applicable work.

(ii) Maintain compliance with the act of June 2, 1915 (P.L.736, No.338), known as the Workers' Compensation Act, the act of December 5, 1936 (2nd Sp.Sess., 1937 P.L.2897, No.1), known as the Unemployment Compensation Law, and bonding and liability insurance requirements as specified in the contract for the project.

(iii) Has not defaulted on a project, declared bankruptcy, been debarred or suspended on a project by the Federal Government, the Commonwealth or a local government entity within the previous three years.

(iv) Has not been convicted of a misdemeanor or felony relating to the performance or operation of the business of the contractor or subcontractor within the previous 10 years.

(v) Has completed a minimum of the United States Occupational Safety and Health Administration's 10-hour safety training course or similar training sufficient to prepare workers for any hazards that may be encountered during their work on the small wireless facility.

Section 10. Construction.

(a) Obligations.--Nothing in this act shall be construed to impact, modify or supersede any construction standard, engineering practice, tariff provision, collective bargaining agreement, contractual obligation or right, Federal or State law or regulation relating to facilities or equipment owned or controlled by an electric distribution company or its affiliate, a telecommunications carrier, an electric cooperative or an independent transmission company that is not a wireless provider.

(b) Definitions.--As used in this section, the following words and phrases shall have the meanings given to them in this subsection unless the context clearly indicates otherwise:

"Electric distribution company." As defined in 66 Pa.C.S. § 2803 (relating to definitions).

"Facilities." As defined in 66 Pa.C.S. § 102 (relating to definitions).

"Telecommunications carrier." As defined in 66 Pa.C.S. § 3012 (related to definitions).

Section 11. Effective date.

This act shall take effect in 60 days.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

JAMILA H. WINDER, CHAIR
NEIL K. MAKHIJA, VICE CHAIR
THOMAS DIBELLO, COMMISSIONER

WWW.MONTGOMERYCOUNTYPA.GOV



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY • PO Box 311
NORRISTOWN, PA 19404-0311

610-278-3722
PLANNING@MONTGOMERYCOUNTYPA.GOV

SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

August 14, 2024

Ms. Jamie Worman, Assistant Township Manager
Lower Gwynedd Township
1130 North Bethlehem Pike
Post Office Box 625
Spring House, Pennsylvania 19477

Re: MCPC # 24-0163-001
Plan Name: Small Wireless Facilities Ordinance
Lower Gwynedd Township

Dear Ms. Worman:

We have reviewed the above-referenced [zoning text and map amendments](#) in accordance with Section 609 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on July 26, 2024. We forward this letter as a report of our review.

BACKGROUND

Lower Gwynedd Township is proposing an ordinance amendment to add a new Chapter 1295.A entitled "Small Wireless Facilities" to the zoning ordinance. The proposed amendment would add new definitions and provisions governing the installation of small wireless facilities in public streets rights-of-way and on municipal poles. The new zoning amendment provides specific standards for the location, placement, design, and maintenance of such systems. Provisions which conform to the Small Wireless Facilities Deployment Act in the review of applications for the replacement, modification, or co-location of small wireless facilities, and the timing of approvals, are also included in this zoning amendment.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal, however, in the course of our review we have identified the following issue that the applicant and township may wish to consider prior to final plan approval. Our comments are as follows:



REVIEW COMMENTS

DEFINITIONS

The proposed amendment includes definitions of terms that are pertinent to the regulations. The township may want to consider adding definitions for terms that are used often and could be clarified. In particular, we suggest that including definitions for the terms “co-location” and “modification” would help to clarify the ordinance.

DESIGN STANDARDS

- A. Historic Buildings. The proposal states that the small wireless facilities shall not be located on the frontage of “any building deemed to be of historic significance on a federal, state, or local level (§ 1295.a.04).” Based on our interpretation of the proposed amendment, we feel that the reference to buildings that are “deemed to be of historic significance” may not sufficiently protect historic buildings. We recommend that the township specifically reference an eligibility list, such as the Chapter 1299 Appendix II – Historic Resources Eligibility List, or provide additional standards that would guarantee that the appearance of historic buildings is protected and the functioning of the technology is ensured. The township may also consider defining “historic building” as it relates to small wireless facilities.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant’s proposal but we believe that our suggested revisions will better achieve Lower Gwynedd’s planning objectives for managing the location and design of small wireless communications facilities in the township.

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

Should the governing body adopt this proposed zoning ordinance amendment, Section 609 of the Municipalities Planning Code requires that we be sent an official copy within 30 days.

Sincerely,



Claire Warner, Senior Community Planner
Claire.Warner@montgomerycountypa.gov – 610-278-3755

- c: Mimi Gleason, Township Manager
Kenneth Amey, AICP, Township Zoning Officer
Craig Melograno, Chairman, Planning Commission



Lower Gwynedd Township
1130 N. Bethlehem Pike, P.O. Box 625
Spring House, PA 19477
(215)646-5302- phone
(215)646-3357-fax
www.lowergwynedd.org

Conditional Use Appeal to Board of Supervisors

1. Date: 8/7/2024

2. Classification of Appeal (check all that apply):
 Request for a Conditional Use
 Other (specify): _____

3. Applicant:
Name: AY Commercial, LP (f/k/a 300 Brookside Commercial, LP)
Mailing Address: 300 Brookside Avenue, Ambler, PA 19002

Phone Number: 484-571-5630
Email Address: msigel@station-partners.com
State owner of legal title, if other than Applicant: Owner is BASF Corporation
Applicant is tenant with permission - 99 year lease

4. Applicant's Attorney:
Name: Christen G. Pionzio, Esquire
Mailing Address: 1684 South Broad Street, Suite 230, PO Box 1479
Lansdale, PA 19446

Phone Number: 215-661-0400
Email Address: cpionzio@hrmml.com

5. Property:
Location: 300 Brookside Avenue, TPN: 39-00-03934-00-5
Present Zoning Classification: F Industrial District
Area: 24.47 +/- acres
Frontage: approx. 1,000 ft.
Depth: irregular, approx. 460 ft.
Description of the current use and the existing improvements on the property: Mixed-Use Campus

Description of the proposed use and the proposed improvements (if different):

See attached.

6. Legal grounds for appeal:
See attached.

7. State each section of the zoning ordinance involved in this application:

Condition of approval of Conditional Use Decision and Order
dated August 23, 2016.

8. Has any previous appeal or application been filed in connection with this property?

Yes No If yes, date and specifics: See attached.

9. Is public water available to this property?
Is public sewer available to this property?

Yes No
 Yes No

10. Does this Application involve a proposed subdivision?

Yes No
 Yes No

If yes, has a subdivision plan been filed with the Township?



Signature of Applicant's Attorney

Lower Gwynedd Township
Applicant: AY Commercial, LP
Property: 300 Brookside Avenue
TPN: 39-00-03934-00-5

ATTACHMENT TO CONDITIONAL USE APPLICATION

Applicant/Property

The property, which is owned by BASF Corporation (“Owner”), consists of approximately 24.47 +/- acres and is located at 300 Brookside Avenue, further identified as Montgomery County Tax Parcel No. 39-00-03934-00-5 (“Property”) within Lower Gwynedd Township’s F Industrial District (“District”).¹ Owner leases the Property to AY Commercial, LP (“Applicant”).²

The Property is currently used as a mixed-use campus, by way of an approved master plan (“Master Plan”), and is occupied by a number of tenants who use different portions of the campus for multiple uses including, but not limited to, industrial, lab, office, special events, and warehouse.³

Previous Approvals

The Property has previously received the following approvals:

- By Conditional Use Decision and Order dated September 29, 2015, 300 Brookside Commercial, LP⁴ received conditional use approval permitting outdoor events, such as beer gardens and family fun nights, on certain dates and times.
- By Conditional Use Decision and Order dated August 23, 2016 (“2016 CU Decision”), 300 Brookside Commercial, LP received conditional use approval permitting a mixed-use campus and approving a Master Plan for the Property to permit uses such as industrial, lab, office, special events, and warehouse, pursuant to Section 1287.02 of the Lower Gwynedd Township Zoning Ordinance, as amended (“Ordinance”).
- By Conditional Use Decision and Order dated April 9, 2019 (“2019 CU Decision”), 300 Brookside Commercial, LP received conditional use approval amending the Master Plan to enlarge the previously approved area for a farmer’s market and to modify the previously approved special events area to include an additional area on the Property, in accordance with Section 1287.02 of the Ordinance.

¹ See Deed.

² See Memorandum of Assignment and Assumption of Ground Lease, dated April 11, 2019, and effective May 9, 2019.

³ See Master Plan.

⁴ See Ground Lease between BASF Corporation, as Lessor, and 300 Brookside Commercial, LP, as Lessee, dated as of June 12, 2015.

- By Zoning Hearing Board Decision and Order dated June 18, 2024 (“2024 Zoning Decision”), Applicant received variance relief from Section 1287.02 to allow two accessory structures (storage containers), each 12’ x 22’ in size, behind building #35 on the Property to store chemicals related to the existing warehouse use portion of the campus.

Proposal

Applicant is now proposing to further amend the Master Plan to permit two accessory structures on the Property in connection with the existing warehouse use, as approved by the 2024 Zoning Decision (“Proposal”).

Requested CU Relief

Condition #3 of the 2016 CU Decision provides, “Any modification of the Proposed Master Plan shall be subject to additional conditional use approval by the Board of Supervisors.” Accordingly, to facilitate the Proposal, Applicant requests conditional use approval to amend the previously approved Master Plan (“Requested CU Relief”).

Entitlement to Requested CU Relief

At the hearing, Applicant will establish entitlement to the Requested CU Relief by presenting credible evidence and satisfying Section 1298.07 of the Ordinance. Specifically, Applicant will establish that:

- (a) the Proposal complies with the declaration of legislative intent of the Ordinance and with any declaration of legislative intent that may apply specifically to the District;
- (b) the Proposal does not adversely affect neighboring land uses in any way and, further, that the Proposal does not impose upon its neighbors in any way but rather blends in with them in a harmonious manner;
- (c) the Proposal will be properly serviced by all existing public service systems, including traffic, police protection, fire protection, utilities, parks and recreation;
- (d) the Proposal will be properly designed with regard to internal circulation, parking, buffering and all other elements of proper design; and
- (e) the plans, studies or other data demonstrate that compliance with the permitted uses or with such other regulations as may be the subject of consideration for a conditional use approval is reasonable and appropriate for the instance at hand.

WAIVER

I/We hereby waive the provision that the hearing before the Board of Supervisors of Lower Gwynedd Township be held within 60 days of the application, as stipulated in the Pennsylvania Municipalities Planning Code.



Attorney For Applicant - Authorized Signature

Christen G. Pionzio, Esquire

Printed Name

8/7/2024

Date



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

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

DEED BK 5957 PG 02567 to 02575.2
 INSTRUMENT # : 2015043153
 RECORDED DATE: 06/16/2015 07:55:02 AM



3213847-0035T

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 11

Document Type: Deed
Document Date: 06/10/2015
Reference Info:

Transaction #: 3221528 - 6 Doc(s)
Document Page Count: 8
Operator Id: sford

RETURN TO: (Simplifile)
 Executive Reality Transfer
 1431 Sandy Circle
 Narberth, PA 19072
 (610) 668-9301

PAID BY:
 EXECUTIVE REALITY TRANSFER

*** PROPERTY DATA:**

Parcel ID #:	39-00-01429-00-8	39-00-03928-00-2	39-00-03931-00-8
Address:	329 FRANCIS AVE	424 SPRING GARDEN ST	432 SPRING GARDEN ST
Municipality:	PA Lower Gwynedd Township (100%)	PA Lower Gwynedd Township (0%)	PA Lower Gwynedd Township (0%)
School District:	Wissahickon	Wissahickon	Wissahickon

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:

TAXABLE AMOUNT:
\$8,479,555.50

FEES / TAXES:

Recording Fee:Deed
 Affidavit Fee
 Additional Pages Fee
 Additional Parcels Fee
 Affordable Housing Pages
 Affordable Housing Parcels
 State RTT
 Lower Gwynedd Township RTT
 Wissahickon School District RTT
 NonCompliance Fee

Total:

DEED BK 5957 PG 02567 to 02575.2
 Recorded Date: 06/16/2015 07:55:02 AM

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



Nancy J. Becker

Nancy J. Becker
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

RECORDING REQUESTED BY:

BASF CORPORATION
100 PARK AVENUE
FLORHAM PARK, NJ 07932

WHEN RECORDED MAIL TO:

KLEHR HARRISON HARVEY BRANZBURG LLP
1835 MARKET STREET
PHILADELPHIA, PA 19103
ATTENTION: BRADLEY A. KROUSE

Parcel Nos. 39-00-01429-00-8, 39-00-03928-00-2, 39-00-03931-00-8, 39-00-03925-00-5, 39-00-01426-00-2, 39-00-03922-00-8, 39-00-01423-00-5, and 39-00-03934-00-5

Space above this line for recorder's use

QUIT CLAIM DEED

COGNIS USA LLC, formerly known as Cognis Corporation, as Grantor

to

**BASF CORPORATION, a Delaware corporation,
as Grantee**

Premises:

329 Francis Avenue, 424 N. Spring Garden Street, 432 N. Spring Garden Street, 420 N. Spring Garden Street, 325 Francis Avenue, 416 N. Spring Garden Street, 321 Francis Avenue and 300 Brookside Avenue, Lower Gwynedd Township, Montgomery County, Pennsylvania

The precise address of the above-named Grantee is:

BASF Corporation
100 Park Avenue
Florham Park, NJ 07932

On behalf of the Grantee

QUITCLAIM DEED

THIS DEED (this "Deed") dated June 10, 2015 and effective as of the same date between **COGNIS USA LLC**, a Delaware limited liability company, which was created on June 30, 2011 when Cognis Corporation was converted into Cognis USA LLC ("Grantor") on the one part, and **BASF CORPORATION**, a Delaware corporation ("Grantee"), of the other part,

WITNESSETH that the said Grantor for and in consideration of the sum of _____ lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns, the said Grantor's interest in,

ALL THAT CERTAIN lot or pieces of ground with the buildings and improvements thereon erected as more particularly set forth on Exhibit "A" attached hereto and made a part hereof.

BEING 329 Francis Avenue, 424 N. Spring Garden Street, 432 N. Spring Garden Street, 420 N. Spring Garden Street, 325 Francis Avenue, 416 N. Spring Garden Street, 321 Francis Avenue, and 300 Brookside Avenue, Lower Gwynedd Township, Montgomery County, Pennsylvania.

BEING Parcel Nos. 39-00-01429-00-8, 39-00-03928-00-2, 39-00-03931-00-8, 39-00-03925-00-5, 39-00-01426-00-2, 39-00-03922-00-8, 39-00-01423-00-5 and 39-00-03934-00-5.

UNDER AND SUBJECT to all matters of record, to the extent valid and enforceable.

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

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

AND the said Grantor, for itself and its successors and assigns does by these presents, covenant, promise and agree, to and with the said Grantee, its successors and assigns, that the said Grantor and its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the party of the first part hereunto set its hand and seal as of the date and year first above written.

Grantor:

Cognis USA LLC, formerly known as Cognis Corporation
a Delaware Limited Liability Company



By: Karen Killeen
Name: Karen Killeen
Title: Vice President

STATE OF NEW JERSEY

COUNTY OF MORRIS

On June 10, 2015 before me, Carol A. Diaz, personally appeared Karen Killeen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Jersey that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carol A. Diaz (Seal)

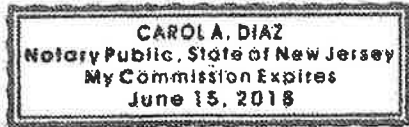


EXHIBIT A**Parcel 3, Tract 1:**

Tract #1, being Lot No. 7 on a certain plan of lots laid out by Thomas F. Gillin, C.E. for Alan Mathias and George W. Frankenfield recorded in the Office for the Recording of Deeds in and for the County of Montgomery in Deed Book No. 639 Page 500, bounded and described according to a survey made by Herbert H. Metz, C.E. on the 11th day of November 1922, as follows: Beginning at an iron pipe on the northwesterly side of Francis Avenue (33 feet wide) a corner of this and Lot No. 1 on the Metz plan, at the distance of one hundred and forty feet from an iron pipe set at the Westerly corner of said Francis Avenue and Spring Garden Street (40 feet wide); thence along said side of said Francis Avenue south forty-three degrees and forty-five minutes west, forty-two and thirty-five hundredths feet (erroneously written in prior deeds forty-three and twenty-five hundredths feet) to an iron pipe set at the line of this and Lot No. 9 on said plan; thence by said Lot No. 9 and at right angles to said Francis Avenue north forty-six degrees and fifteen minutes west one hundred and fifty feet to an iron pipe a corner of this and Lots Nos. 6, 8, and 9 on said plan; thence by said Lot No. 6 and parallel to the first line north forty-three degrees and forty-five minutes east, fifty and nineteen hundredths feet (erroneously written in former deeds fifty and sixty-two hundredths feet) to an iron pipe in line of No. 3; thence partly by Lot No. 3 and partly by Lot No. 2 and partly by Lot No. 1 south forty-three degrees and sixteen minutes east one hundred and fifty and twenty-four hundredths feet (erroneously written in former deeds one hundred and fifty and seventy-five hundredths feet) to the place of beginning.

Parcel 3, Tract 2:

All that certain piece of ground situate in the said Township of Lower Gwynedd, bounded and described according to the Metz Survey as follows: Beginning at an iron pipe on the northwest side of Francis Avenue (33 feet wide) at the distance of one hundred and thirty-three and one tenth feet from an iron pipe set at the westerly corner of said Francis Avenue and Spring Garden Street (40 feet wide); thence along the said side of said Francis Avenue south forty-three degrees and forty-five minutes west six and nine tenths feet to a point; thence north forty-three degrees and sixteen minutes west one hundred and thirty-one and eight tenths feet to a point being a corner of land now or about to be conveyed to Earle A. Leech and land now or late of George W. Frankenfield, south forty-six degrees and fifteen minutes east one hundred and thirty-one and fifty-six hundredths feet to the place of beginning. Being the same premises conveyed by William J. and Adeline L. Kelly to American Chemical Paint Company by deed dated August 20, 1926 recorded in Book 988, Page 427.

329 Francis Avenue
Parcel ID #390001429008

Parcel 15, Tract 1:

Beginning at an iron pipe in the southwesterly side line of a public road known as Spring Garden Street (40 feet wide) at the distance of 115 feet northwesterly from the intersection of the said side line of Spring Garden Street with the northwesterly side line of a street shown on said plan, called Francis Avenue (33 feet wide), being a corner of Lots Nos. 2 and 3 on said plan; thence by Lot No. 2 south 50 degrees 30 minutes west 147.67 feet to an iron pipe, another corner of said Lots Nos. 2 and 3 and in line of Lot No. 7 on said plan; thence partly by said Lot No. 7 and partly by Lot No. 6 north 43 degrees 16 minutes west 60.1 feet to an iron pipe, being a corner of Lots Nos. 3 and 4 on said plan; thence north 50 degrees 30 minutes east 151.54 feet to an iron pipe at the southwesterly side line of Spring Garden Street aforesaid; thence along the same south 39 degrees 30 minutes east 60 feet to the point or place of beginning.

Parcel 15, Tract 2:

Beginning at an iron pipe in the southwesterly side line of a public road known as Spring Garden Street (40 feet in width) at the distance of 175 feet northwesterly from the intersection of the said side line of Spring Garden Street with the northwesterly side line of a street shown on said plan called Francis Avenue (33 feet in width) being a corner of Lots Nos. 3 and 4 on said plan; thence by Lot No. 3 south 50 degrees 30 minutes west 151.54 feet to a point another corner of said Lots Nos. 3 and 4 and in line of Lot No. 6 on said plan; thence by the latter north 43 degrees 16 minutes west 60.1 feet to a point a corner of Lot No. 5 of said plan; thence along the latter north 50 degrees 30 minutes east 155.41 feet to an iron pipe on the southwesterly side line of Spring Garden Street aforesaid; thence along said side of said street south 39 degrees 30 minutes east 60 feet to the place of beginning. Being the same premises conveyed by Rosa Metzler, Executrix to Amchem Products, Inc. by deed dated November 12, 1959 recorded in Book 3017, Page 74.

424 North Spring Garden Street
Parcel ID #390003928002

Parcel 16, Tract 1:

Beginning at an iron pipe in the southwesterly side line of a public road known as Spring Garden Street (40 feet wide) at the distance of 235 feet northwesterly from the intersection of the said side line of Spring Garden Street with the northwesterly side line of a street shown on said plan, called Francis Avenue (33 feet wide), being a corner of Lot No. 4 on said plan; thence by said Lot No. 4 south 50 degrees, 30 minutes west 155.41 feet to an iron pipe in the line of Lot No. 6 on said plan; thence by said Lot No. 6 north 43 degrees 16 minutes west 49.5 feet to an iron pipe set on the southeasterly side line of a public street laid out on said plan (40 feet wide) and called Brookside Avenue; thence along the said side line of said Brookside Avenue north 43 degrees 45 minutes east 160 feet to an iron pipe set at the south corner of said Brookside Avenue and Spring Garden Street aforesaid; thence along the southwesterly side of said Spring Garden Street south 39 degrees 30 minutes east 67.2 feet to the place of beginning.

Parcel 16, Tract 2:

Beginning at a point (marked by an iron pipe) in the southeasterly side line of a public road known as Brookside Avenue (40 feet in width) at a distance of 160 feet southwesterly from the intersection of the said southeasterly side line of Brookside Avenue with the southwesterly side line of Spring Garden Street (40 feet in width); thence by said side line of Brookside Avenue southwesterly south 43 degrees 45 minutes west a distance of 58 feet to a point (marked by an iron pipe) and in said side line of Brookside Avenue; thence at right angles to said side line of Brookside Avenue southeasterly by a straight line south 46 degrees 15 minutes east a distance of 150 feet to a point (marked by an iron pipe) thence at right angles on a straight line parallel to the said of Brookside Avenue northeasterly north 43 degrees 45 minutes east a distance of 50.62 feet to a point (marked by an iron pipe); thence by a straight line northwesterly north 43 degrees 16 minutes west a distance of 150.15 feet to the point of beginning. Being the same premises conveyed by Mary L. Stackhouse, Executrix and Mary L. Stackhouse to Amchem Products, Inc. by deed dated November 5, 1959 recorded in Book 3014, Page 131.

432 North Spring Garden Street
Parcel ID #390003931008

Parcel 17:

Beginning at a point on the northwesterly side of Spring Garden Street at the distance of sixty-one feet from an iron pipe set at the westerly corner of said Spring Garden Street and Francis Avenue, being in line of other land of George W. Frankenfield and Lizzie H. Frankenfield, his wife; thence along said land of George W. Frankenfield and Lizzie H. Frankenfield south fifty degrees thirty minutes west one hundred and forty-one and twenty-eight one-hundredths feet to a point in line of land of C. Raymond Frankenfield; thence along said land of said C. Raymond Frankenfield, north forty-six degrees fifteen minutes west fifty-four and thirty-seven one-hundredths feet to a point in line of land of Dr. Metzler; thence along said land of Dr. Metzler north fifty degrees thirty minutes east one hundred and forty-seven and sixty-seven one-hundredths feet to the northwesterly side of Spring Garden Street aforesaid and along the said side of said Spring Garden Street fifty-four feet to the place of beginning. Being the same premises conveyed by Earle A. And Mary B. Leech to Amchem Products, Inc. by deed dated October 1, 1965 recorded in Book 3399, Page 654.

420 North Spring Garden Street
Parcel ID #390003925005

Parcel 19:

Beginning at an iron pipe on the northwesterly side of Francis Avenue (33 feet in width) a corner of this and Lot No. 7 on said plan, at the distance of one hundred eighty-three feet and twenty-five hundredths of a foot from an iron pipe set at the westerly corner of said Francis Avenue and Spring Garden Street; thence along said side of said Francis Avenue south forty-three degrees forty-five minutes west twenty-five feet to a stake set in the middle line of said Lot No. 9; thence along said middle line and through the middle of the partition between the house on this half of the lot and the house adjoining it on the southwest at right angles to said Francis Avenue north forty-six degrees fifteen minutes west one hundred fifty feet to a stake in the middle of line of Lot No. 8 on said plan; thence by said Lot No. 8 and parallel to the first line north forty-three degrees forty-five minutes east twenty-five feet to a point a corner of

this and Lots Nos. 8, 6, and 7 on said plan; thence by said Lot No. 7 south forty-six degrees fifteen minutes east one hundred fifty feet to the place of beginning. Being known as House Number 8 Francis Avenue. Being the same premises conveyed by Paul H. D. and Elizabeth R. Longcope to Amchem Products, Inc. by deed dated March 25, 1970 recorded in Book 3589, Page 941.

325 Francis Avenue
Parcel ID #390001426002

Parcel 23:

Beginning at a point at the intersection of the northwesterly side line of Francis Avenue (33 feet wide) and the southwesterly side line of Spring Garden Street (40 feet wide); thence extending south forty-three degrees, forty-five minutes west one hundred thirty-three and ten one-hundredths feet to a point still in the northwesterly side line of Francis Avenue; thence extending north forty-six degrees, fifteen minutes west seventy-seven and nineteen one-hundredths feet to a point; thence extending north fifty degrees, thirty minutes east one hundred forty-one and twenty eight one hundredths feet to a point in the southwesterly side line of Spring Garden Street; thence extending south thirty-nine degrees, thirty minutes east along the line of Spring Garden Street aforesaid, sixty-one feet to the first mentioned point and place of beginning. Being the same premises conveyed by Violet K. Rishel to Amchem Products, Inc. by deed dated March 31, 1977 recorded in book 4190, Page 504.

416 North Spring Garden Street
Parcel ID #390003922008

Parcel 28:

ALL THAT CERTAIN lot or piece of land with the buildings thereon erected, SITUATE in the Township of Lower Gwynedd, County of Montgomery and State of Pennsylvania, being the Southwesterly half of Lot No. 9 on a certain plan of lots recorded in the office for the recording of Deeds in and for the County of Montgomery in Deed Book No. 639 Page 500, said lot being bounded and described as follows:

BEGINNING at an iron pipe set on the Northwesterly side of Francis Avenue, thirty three feet wide, a corner of the Northeast one-half of said lot at the distance of two hundred and seven feet and thirty five one-hundredths of a foot from an iron pipe set at the Westerly corner of the said Francis Avenue and Spring Garden Street; thence along said side of said Francis Avenue South forty-three degrees forty-five minutes, West twenty-five feet in an iron pipe set for a corner of this and Lot No. 11 on said plan, thence along the said Lot No. 11 at right angles to said Francis Avenue North forty-six degrees fifteen minutes West one hundred and fifty feet to an iron pipe set to a corner of Lots Nos. 11-10 & 8; thence by Lot No. 8 and parallel to the first line North forty-three degrees forty-five minutes East twenty-five feet to a stake set in the middle line of Lot No. 9; thence along said middle line and through the middle of the partition wall on house erected on this lot and the house erected on the adjoining lot South forty six degrees fifteen minutes East one hundred and fifty feet to the place of beginning.

321 Francis Avenue
Tax ID #390001423005

Being a portion of the same premises which Henkel Corporation, a Delaware corporation by Deed dated 12-28-1999 and recorded 1-6-2000 in Montgomery County in Deed Book 5302 Page 2244 conveyed unto Cognis Corporation, a Delaware corporation, in fee.

And by Deed of Correction recorded 6-21-2001 in Deed Book 5364 page 926.

Being the same premises which John Kemmerer, Executor of the estate of Hannah A. Roesch, also known as Hannah Savacool Roesch, deceased by Deed dated 7-14-2000 and recorded 9-1-2000 in Montgomery County in Deed Book 5329 Page 1977 conveyed unto Cognis Corporation, a Delaware corporation, in fee.

TAX PARCEL 39-00-03934-00-5

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE TOWNSHIP OF LOWER GWYNEDD, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA AS SHOWN ON AN

ALTA/ACSM SURVEY PLAN OF THE LANDS OF BASF CORPORATION PREPARED FOR 300 BROOKSIDE COMMERCIAL LP AND 300 BROOKSIDE RESIDENTIAL LP BY SHOWALTER & ASSOCIATES, CHALFONT PA, DATED MARCH 17, 2015 AND BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT AN IRON PIN FOUND AND HELD FOR A CORNER AT THE POINT OF INTERSECTION OF THE COMMON LINE BETWEEN THE LANDS N/L OF B&U 24-15 (A PORTION OF TRACT-2) AND THE LANDS N/L OF B&U 24-20 (A PORTION OF THE HEREIN DESCRIBED TRACT-1) ON RIGHT-OF-WAY OF FRANCIS AVENUE (33' WIDE): THENCE ALONG SAID RIGHT-OF-WAY AND OFFSET THE TITLE LINE BY 16.5 FEET, SOUTH 45 DEGREES 25 MINUTES 55 SECONDS WEST, A DISTANCE OF 232.86 FEET TO A POINT IN LINE WITH THE LANDS N/L OF B&U 24-17, THE NORTH BRANCH OF THE PENNSYLVANIA RAILROAD; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY NORTH 46 DEGREES 14 MINUTES 05 SECONDS WEST, A DISTANCE OF 739.34 FEET TO A POINT, A CORNER OF A LEASE AREA CALLED FOR IN THE 1994 SURVEY BY SHOWALTER & ASSOCIATES; THENCE ALONG SAID LEASE AREA THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1). NORTH 40 DEGREES 52 MINUTES 55 SECONDS EAST, A DISTANCE OF 17.61 FEET TO A POINT; 2). NORTH 43 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 341.42 FEET TO A POINT; 3). SOUTH 68 DEGREES 22 MINUTES 36 SECONDS WEST, A DISTANCE OF 32.25 FEET TO A POINT IN LINE WITH THE LANDS N/L OF THE NORTH BRANCH OF THE PENNSYLVANIA RAILROAD; THENCE CONTINUING ALONG SAID RAILROAD RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1). NORTH 46 DEGREES 29 MINUTES 27 SECONDS WEST, A DISTANCE OF 536.91 FEET TO A POINT; 2). NORTH 44 DEGREES 37 MINUTES 00 SECONDS WEST, A DISTANCE OF 99.00 FEET TO A POINT; 3). NORTH 43 DEGREES 06 MINUTES 00 SECONDS WEST, A DISTANCE OF 99.00 FEET TO A POINT; 4). NORTH 41 DEGREES 38 MINUTES 00 SECONDS WEST, A DISTANCE OF 99.00 FEET TO A POINT; 5). NORTH 40 DEGREES 12 MINUTES 00 SECONDS WEST, A DISTANCE OF 98.01 FEET TO A POINT; 6). NORTH 38 DEGREES 31 MINUTES 00 SECONDS WEST, A DISTANCE OF 104.52 FEET TO A CONCRETE MONUMENT IN THE CENTER OF A VACATED RIGHT-OF-WAY OF MATHER ROAD, THENCE ALONG SAID LANDS N/L OF B&U 26-06, NORTH 46 DEGREES 42 MINUTES 01 SECONDS EAST, A DISTANCE OF 450.61 FEET TO A CORNER OF THE LANDS N/L OF B&U 24-31, SAID POINT BEING LOCATED IN THE CENTER LINE OF A DEDICATED SECTION N/L OF MATHER ROAD (30' WIDE) AND LEADING TO THE PENNLYN-AMBLER ROAD; THENCE ALONG SAID LANDS N/L OF B&U 24-31 AND ALONG THE LANDS N/L OF B&US 24-01, 24-21, 24-24, 24-29, 24-02, 24-33, AND 24-32, PASSING OVER A CONCRETE MONUMENT FOUND 25.02 FEET FROM THE START OF THIS LINE AND AGAIN PASSING OVER AN IRON PIN FOUND 5.56 FEET FROM THE END OF THIS LINE, SOUTH 45 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 876.59 FEET TO A POINT; THENCE CONTINUING ALONG SAID LANDS N/L OF B&U 24-32 AND PASSING OVER AN IRON PIN 16.30 FEET FROM THE END OF THIS LINE, NORTH 46 DEGREES 11 MINUTES 30 SECONDS EAST, A DISTANCE OF 284.07 FEET TO A POINT ON THE CENTER LINE OF PENNLYN-AMBLER ROAD (SR 2020 - VARYING WIDTHS); THENCE ALONG SAID CENTER LINE, SOUTH 45 DEGREES 41 MINUTES 00 SECONDS EAST, A DISTANCE OF 162.88 FEET TO A POINT, THE INTERSECTION OF HOUSTON ROAD (VACATED) AND SPRING GARDEN STREET (40' WIDE); THENCE ALONG THE TITLE LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1). SOUTH 45 DEGREES 50 MINUTES 55 SECONDS WEST, A DISTANCE OF 120.33 FEET TO A POINT; 2). SOUTH 37 DEGREES 47 MINUTES 29 SECONDS EAST, A DISTANCE OF 369.43 FEET TO A POINT ON THE CENTER LINE OF SPRING GARDEN STREET (40' WIDE); THENCE SOUTH 45 DEGREES 25 MINUTES 55 SECONDS WEST, A DISTANCE OF 20.14 FEET TO A POINT ON THE RIGHT-OF-WAY OF SPRING GARDEN STREET (40' WIDE); THENCE ALONG SAID RIGHT-OF-WAY AND OFFSET THE TITLE LINE 20 FEET AND PASSING OVER A RRS FOUND AND HELD 38.42 FEET FROM THE END OF THIS LINE, SOUTH 37 DEGREES 47 MINUTES 29 SECONDS EAST, A DISTANCE OF 413.42 FEET TO A CORNER OF THE LANDS N/L OF THE INTERNAL PARCEL DESIGNATED 24-04; THENCE ALONG SAID LANDS N/L OF B&U 24-04 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1). SOUTH 45 DEGREES 25 MINUTES 55 SECONDS WEST, A DISTANCE OF 218.00 FEET TO A POINT; 2). SOUTH 44 DEGREES 34 MINUTES 05 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A CORNER OF THE LANDS N/L OF B&U 24-19 AND THE LANDS N/L OF B&U 24-16; THENCE ALONG SAID LANDS N/L OF B&U 24-16 AND THE LANDS N/L OF B&U 24-15, SOUTH 45 DEGREES 25 MINUTES 55 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID LANDS N/L OF B&U 24-15, SOUTH 44 DEGREES 34 MINUTES 05 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT, SAID POINT BEING THE TRUE PLACE OF BEGINNING.

GROUND LEASE

BETWEEN

BASF Corporation, as LESSOR

AND

300 BROOKSIDE COMMERCIAL, LP, as LESSEE

Dated as of June 12, 2015

GROUND LEASE

THIS GROUND LEASE (the "Ground Lease") is made and entered into as of the 12th day of June, 2015 by and between BASF Corporation, a Delaware corporation having a mailing address at 100 Campus Drive, Florham Park, New Jersey 07932 (the "Lessor"), and 300 Brookside Commercial, LP, a Pennsylvania limited partnership, having a mailing address at PO Box 467, Newtown Square, Pennsylvania (the "Lessee").

Lessor and Lessee, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, and intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.01. Certain terms in this Ground Lease are defined as follows:

"Commencement Date" means the date the Lessor delivers possession of the Premises (as defined below) to Lessee and Lessee occupies the Premises.

"Effective Date" means the date first above written.

"Engineering Controls" means controls directed towards containing or controlling the migration of or exposure to regulated substances which may be required or approved by a Governmental Authority in connection with Remedial Work, including but not limited to the caps located under and around Buildings 14 and 23 (the "Environmental Cap") as more particularly depicted on Exhibit G.

"Environmental Laws" shall mean all applicable constitutions, treaties, statutes, laws (including the common law), rules, regulations, codes, policies, decrees, ordinances, standards, guidelines, authorizations, permits, approvals, decisions, injunctions, judgments, awards, and orders of, and all agreements with, federal, state, local, or other public authorities relating to air, water, groundwater, noise, solid waste, Hazardous Substances (as defined below), toxic substances, wastes, pollutants, or contaminants, to environmental protection, compliance, contamination, cleanup, or reporting, to disclosure of any release or threat of release to the environment of any Hazardous Substances, or to the safety of employees, workers, or other persons, including, without limitation, the public. Such Environmental Laws shall include, without limitation, the Pennsylvania Land Recycling and Environmental Remediation Standards Act §§ 101-907, 35 P.S. §§ 6026.101-907, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f-300j *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1321 *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* ("RCRA"); the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 (signed into law on October 17, 1986) ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C.

"Lessor's Parties" shall mean Lessor's agents, employees, representatives and licensees.

"Party" means Lessor and/or Lessee as the context requires.

"PADEP" means the Pennsylvania Department of Environmental Protection.

"Person" means any individual, corporation, limited liability company, limited liability partnership, joint venture, trust, or unincorporated organization or association or other form of business or legal enterprise.

"Pre-Existing Environmental Conditions" shall mean any release or threat of release of any Hazardous Substances above naturally occurring background levels, on, under, or from the Premises, which occurred prior to the Commencement Date as a result of the acts or omissions of Lessor, Lessor's Parties, or Lessor's predecessors-in-interest.

"Premises" shall mean the land that is shown on Exhibit A-1 and described on Exhibit A-2 attached hereto and made a part hereof and commonly known as 300 Brookside Avenue, Lower Gwynedd Township, Pennsylvania 19002.

"Remedial Work" means any investigation, sampling, testing, monitoring, clean-up, containment, remediation, removal, response action, or restoration work and the preparation and implementation of any assessment, closure, remedial, or other plans due to the presence or suspected presence of Hazardous Substances on, under, or about the Premises.

1.02. Terms Not Defined. Other terms not defined in Section 1.01 shall have the meanings given in the text.

2. PREMISES

2.01 Premises. Subject to the terms, conditions, covenants and provisions hereof, Lessor hereby leases and demises to the Lessee, and the Lessee hereby hires and takes from the Lessor the Premises, together with all rights, including Existing Leases, easements, and appurtenances pertaining to the Premises (the "Title Instruments"), excepting any rights, easements, or appurtenances expressly reserved or retained by Lessor herein and excepting any obligation with respect to any Pre-Existing Environmental Conditions.

2.02 Encumbrances. This Ground Lease is subject to all of the following:

- (a) Easements, covenants, reservations, restrictions, and agreements of record as of the Effective Date or as otherwise agreed to by the Parties as of the Commencement Date;
- (b) Such state of facts as would be shown on an accurate survey of the Premises;
- (c) Zoning and other laws and regulations affecting the Premises;

- (d) Liens for taxes and assessments not due and payable or delinquent as of the Effective Date;
- (e) Except as provided herein, the condition and state of repair of the Premises as the same may be on the Effective Date;
- (f) All drainage, surface and sub-surface conditions, whether visible or invisible, foreseen or unforeseen;
- (g) Institutional Controls;
- (h) Lessor Facilities; and
- (i) Article 14 below.

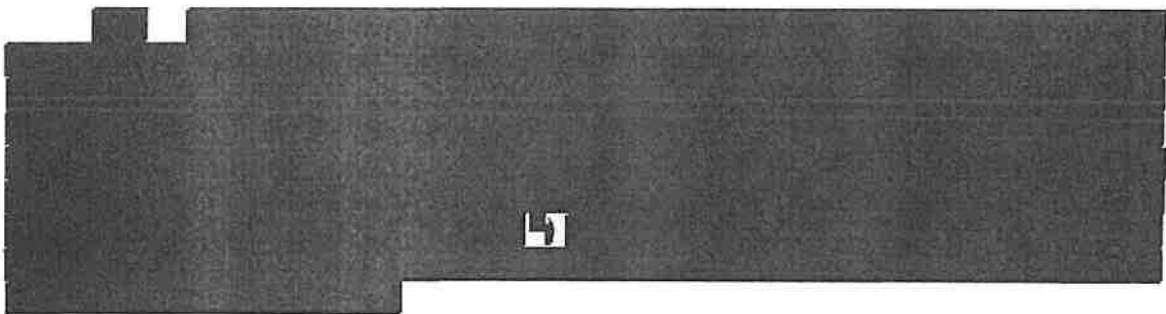
2.03 Title Instruments. Except with respect to Pre-Existing Environmental Conditions, Lessor hereby grants unto Lessee the rights of enforcement and audit with respect to the Title Instruments on Lessor's behalf, and Lessor agrees that, upon Lessee's request, Lessor will enforce the terms of any Title Instruments for the benefit of Lessee and Lessor shall cooperate with Lessee by providing such authorizations under the Title Instruments as may be necessary to enable to enforce any rights or perform any obligations thereunder.

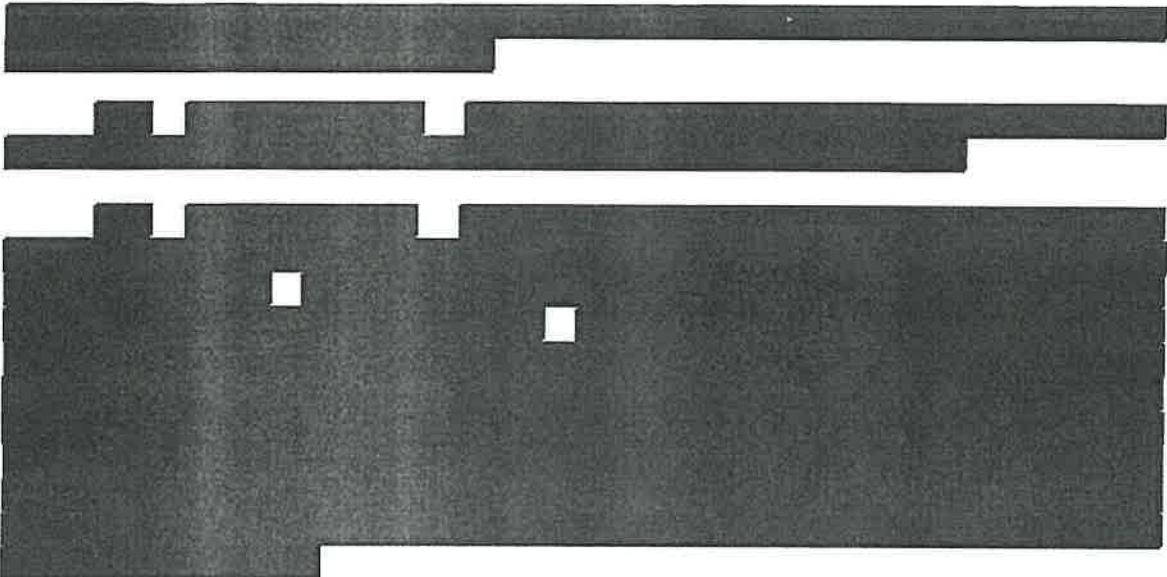
3. TERM

3.01 Term. The term of this Ground Lease shall be for a term of ninety-nine (99) years, beginning on the Commencement Date, (the "Term") unless sooner terminated or expired in accordance with the conditions hereof.

3.02 Realty Transfer Tax. Lessor and Lessee shall share equally any realty transfer tax imposed by any Governmental Authority (including, without limitation, the Commonwealth of Pennsylvania and the County of Montgomery) in connection with the execution of this Ground Lease by reason of the Term exceeding thirty (30) years.

4. RENT, TAXES, NET LEASE, NO SERVICES, PERIMETER FENCE, GROUNDWATER MONITORING AND TREATMENT SYSTEM





5. USE AND OCCUPANCY

5.01 Use. Subject to Article 14 hereof, Lessee may use and occupy the Premises or any portion or portions thereof for any use or purpose permitted by the applicable zoning authority from time to time and otherwise by law; provided, however, that no portion or portions of the Premises shall be used by Lessee for any principal activity or purpose which would subject either the Premises or any activity at the Premises to federal or state regulation and licensing as a hazardous waste treatment, storage, or disposal facility under any Environmental Law. In connection with its use of the Premises, Lessee shall have the right to apply for and prosecute any zoning changes, special use permits, or other entitlements required or desirable to permit the development and use of the Premises as permitted hereunder. Lessor, at no cost, expense, liability or obligation to itself or prejudice to its interests, shall cooperate with Lessee in such application and prosecution process and execute such reasonable documents and agreements as Lessee may require, provided, however, that Lessor shall not be obligated to make such appearance at a governmental hearing, unless necessary for Lessee to receive any such rezoning.

5.02 Subdivision. At its own cost and expense, Lessee may subdivide that certain portion of the Premises as more particularly detailed in Exhibit B into one or more parcels. Prior to submitting an application for subdivision approval, Lessee shall provide Lessor with a copy of its subdivision application along with all accompanying reports, maps, and/or plans required to be submitted together with such application. Lessee shall seek consent from Lessor prior to submission of its subdivision application, which consent shall not be unreasonably conditioned, delayed or denied. Lessor shall be deemed to have approved such application if Lessor fails to object to such application within fourteen (14) days after receipt thereof from Lessee. After completion of any subdivision pursuant to this Section 5.02, Lessor shall exercise Lessor's Put Right (defined herein) with respect to such subdivided property in accordance with Article 10 below so as to transfer the subdivided property out of this Ground Lease and to Lessee. Further, in connection with the exercise of such Put Right pursuant to this

19.06 Access to the Premises. In addition to any access rights granted elsewhere in this Ground Lease and other rights under any agreements from time to time between Lessor and Lessee, Lessor shall have the right, at all reasonable times during the Term but with reasonable prior notice to Lessee, to enter upon the Premises to conduct inspections or tests for the purpose of determining Lessee's compliance with the terms, conditions, and provisions of this Ground Lease.

19.07 Short Form or Memorandum of Ground Lease. Lessor and Lessee shall, at the request of either Party, promptly execute, acknowledge, and deliver to the requesting Party a short form or memorandum of this Ground Lease in recordable form, setting forth, among other things, the names and addresses of the Parties, a reference to this Ground Lease and its date, the legal description of the Premises, the dates of the commencement and expiration of this Ground Lease, Lessee's ownership of the Improvements except Lessor Facilities, and such other information as either Party may request and such other facts as may be required by Law to give appropriate notice pursuant to recording acts. The short form or memorandum of this Ground Lease described in this Section 19.07, may be recorded in the public land records of Montgomery County, Pennsylvania by either Lessor or Lessee.

19.08 Obligations Unconditional and Absolute. The obligations of Lessee to make the payments required hereof and to perform and observe the other agreements on its part contained herein shall be for purposes hereof construed as separate and independent, and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligations to perform such obligations and agreements.

19.09 No Subordination. This Ground Lease, and Lessee's rights hereunder shall be and shall remain subject and subordinate only to the encumbrances set forth in Section 2.02 (above). Nothing herein is intended to prohibit Lessor from placing any mortgage on the Premises, provided that such mortgage is either (a) subordinate to this Ground Lease, or (b) subject to a non-disturbance agreement in form and substance reasonably acceptable to Lessee provided by a senior mortgagee. Lessee agrees to subordinate its interest in this Ground Lease to any future mortgage which Lessor places upon the Premises provided that the holder of such mortgage enters into a non-disturbance agreement with Lessee in form and substance satisfactory to Lessee and Lessee's lender.

19.10 Broker. Lessor and Lessee each represents and warrants to the other that except for Binswanger Management Corporation ("Broker") each has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution and delivery of this Ground Lease, and that it has not dealt with, nor has knowledge of any broker, agent or salesperson in connection with this Ground Lease. Lessor and Lessee shall each defend and indemnify the other from and against any and all claims or demands for brokerage commissions and fees in connection herewith. Lessor agrees to and shall pay Broker's commission in connection with this Ground Lease in accordance with its separate listing agreement with Broker.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

300 Brookside Commercial, LP,
a Pennsylvania limited partnership

By: 300 Brookside, LLC,
a Delaware limited liability company,
its general partner

By: [Signature]
Name: MATTHEW P. SIGEL
Title: AUTHORIZED MEMBER

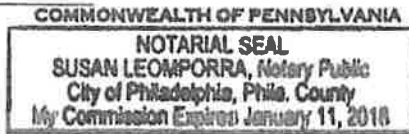
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) ss.:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Matthew P. Sigel, the Authorized Member of 300 Brookside, LLC, a Delaware limited liability company, the general partner of 300 Brookside Commercial, LP, a Pennsylvania limited partnership, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, did declare and acknowledge that he is the identical person who executed the foregoing instrument in his capacity as Authorized Member of 300 Brookside LLC, a Delaware limited liability company, the general partner of 300 Brookside Commercial, LP, a Pennsylvania limited partnership, and that in such capacity he executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

WITNESS my hand and official seal, this 11th day of June, 2015.

[Signature]
Notary Public

My Commission Expires: _____



IN WITNESS WHEREOF, Lessor and Lessee have executed this Ground Lease as of the day and year first above written.

ATTEST:

BASF CORPORATION,
a Delaware corporation



By: *[Signature]*
Title: SITES MANAGER

By: *[Signature]*
Name: Robert Smith
Title: Vice President

STATE OF NEW JERSEY)
)
COUNTY OF MORRIS)

ss.:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Robert Smith, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, did declare and acknowledge that he is the identical person who executed the foregoing instrument in his capacity as Vice President of BASF Corporation, a Delaware corporation, and that in such capacity he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal, this 5th day of June 2015

[Signature]
Notary Public

My Commission Expires: JEANNE HAHN
Notary Public
New Jersey
Commission Expires 12-06-2017

EXHIBIT A-1

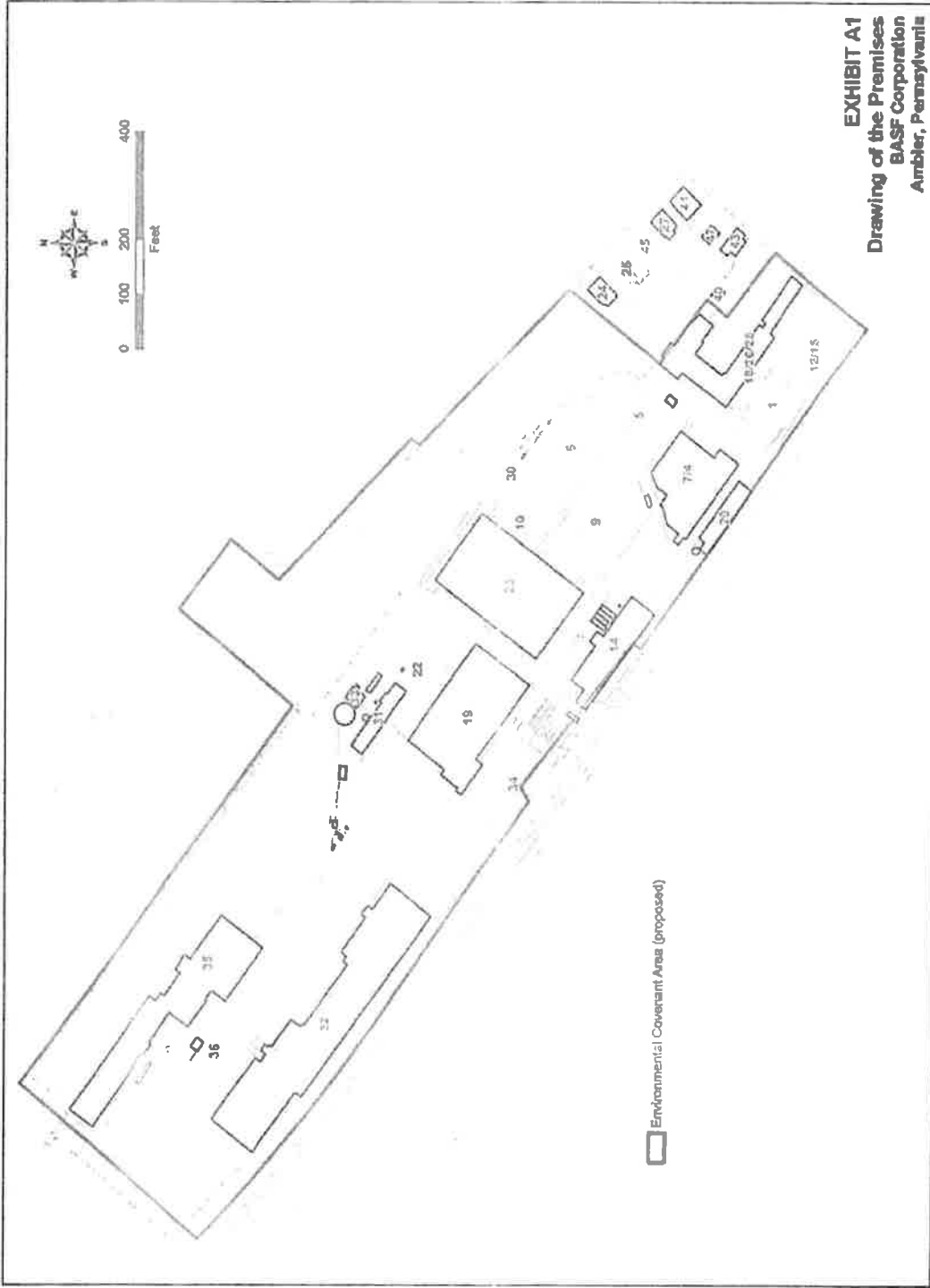


EXHIBIT A-2

LEGAL DESCRIPTION OF THE PREMISES

ALL THAT CERTAIN tract or parcel of land situated in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania as shown on an ALTA/ACSM Survey Plan of the lands of B&U Corporation prepared for 300 Brookside Commercial LP and 300 Brookside Residential LP by Showalter & Associates, Chalfont Pa. dated March 17, 2015 and bounded and described as follows to wit:

BEGINNING at an iron pin found and held for a corner at the point of intersection of the common line between the lands N/L of B&U 24-15 (a portion of Tract-2) and the lands N/L of B&U 24-20 (a portion of the herein described Tract-1) on right-of-way of Francis Avenue (33' wide); THENCE along said right-of-way and offset the title line by 16.5 feet, South 45 degrees 25 minutes 55 seconds West, a distance of 232.86 feet to a point in line with the lands N/L of B&U 24-17, the North Branch of the Pennsylvania Railroad; THENCE along said railroad right-of-way North 46 degrees 14 minutes 05 seconds West, a distance of 739.34 feet to a point, a corner of a lease area called for in the 1994 survey by Showalter & Associates; THENCE along said lease area the following three (3) courses and distances: 1). North 40 degrees 52 minutes 55 seconds East, a distance of 17.61 feet to a point; 2). North 43 degrees 44 minutes 05 seconds West, a distance of 341.42 feet to a point; 3). South 68 degrees 22 minutes 36 seconds West, a distance of 32.25 feet to a point in line with the lands N/L of the North Branch of the Pennsylvania Railroad; THENCE continuing along said railroad right-of-way the following six (6) courses and distances: 1). North 46 degrees 29 minutes 27 seconds West, a distance of 536.91 feet to a point; 2). North 44 degrees 37 minutes 00 seconds West, a distance of 94.19 feet to a point; 3). North 43 degrees 06 minutes 00 seconds West, a distance of 99.00 feet to a point; 4). North 41 degrees 38 minutes 00 seconds West, a distance of 99.00 feet to a point; 5). North 40 degrees 12 minutes 00 seconds West, a distance of 98.01 feet to a point; 6). North 38 degrees 31 minutes 00 seconds West, a distance of 104.52 feet to a concrete monument in the center of a vacated right-of-way of Mather Road. THENCE along said lands N/L of B&U 26-06, North 46 degrees 42 minutes 01 seconds East, a distance of 459.61 feet to a corner of the lands N/L of B&U 24-31; THENCE along said lands N/L of B&U 24-31 and along the lands N/L of B&Us 24-01, 24-21, 24-24, 24-29, 24-02, 24-33, and 24-32, passing over a concrete monument found 25.02 feet from the start of this line and again passing over an iron pin found 5.56 feet from the end of this line, South 45 degrees 41 minutes 00 seconds East, a distance of 876.59 feet to a point; THENCE continuing along said lands N/L of B&U 24-32 and passing over an iron pin 16.30 feet from the end of this line, North 46 degrees 11 minutes 30 seconds East, a distance of 234.07 feet to a point on the center line of Penn-Amble Road (SR 2020 – varying widths); THENCE along said center line, South 45 degrees 41 minutes 00 seconds East, a distance of 162.88 feet to a point at the intersection of Houston Road (vacated) and Spring Garden Street (40' wide); THENCE along the title line the following two (2) courses and distances: 1). South 45 degrees 31 minutes 55 seconds West, a distance of 120.33 feet to a point; 2). South 37 degrees 47 minutes 29 seconds East, a distance of 100.47 feet to a point on the center line of Spring Garden Street (40' wide); THENCE South 45 degrees 25 minutes 55 seconds West, a distance of 20.14 feet

to a point on the right-of-way of Spring Garden Street (40' wide); THENCE along said right-of-way and offset the title line 20 feet and passing over a RR:3 found and held 38.42 feet from the end of this line, South 37 degrees 47 minutes 29 seconds East, a distance of 413.42 feet to a corner of the lands N/L of the internal parcel designated 24-04; THENCE along said lands N/L of B&U 24-04 the following two (2) courses and distances: 1). South 45 degrees 25 minutes 55 seconds West, a distance of 218.00 feet to a point; 2). South 44 degrees 34 minutes 05 seconds East, a distance of 150.00 feet to a corner of the lands N/L of B&U 24-19 and the lands N/L of B&U 24-16; THENCE along said lands N/L of B&U 24-16 and the lands N/L of B&U 24-15, South 45 degrees 25 minutes 55 seconds West, a distance of 50.00 feet to a point; THENCE continuing along said lands N/L of B&U 24-15, South 44 degrees 34 minutes 05 seconds East, a distance of 150.00 feet to a point said point being the true PLACE OF BEGINNING.

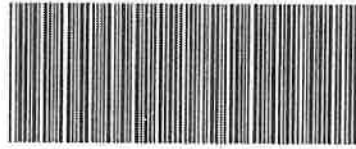
CONTAINING: 1,063,715 S.F. of area more or less.



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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 6135 PG 01713 to 01721
INSTRUMENT # : 2019029031
RECORDED DATE: 05/10/2019 03:03:04 PM



5632448-0021S

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 9

Document Type: Deed Miscellaneous
Document Date: 04/11/2019
Reference Info:

Transaction #: 5840036 - 4 Doc(s)
Document Page Count: 8
Operator Id: dawhitner

RETURN TO: (Simplifile)
Land Services USA (West Chester 2)
1 S Church Street
West Chester, PA 19382
(610) 429-3145

PAID BY:
LAND SERVICES USA WEST CHESTER 2

*** PROPERTY DATA:**

Parcel ID #: 39-00-03934-00-5
Address: 300 BROOKSIDE AVE
CONDO 20 & 22
PA
Municipality: Lower Gwynedd Township
(100%)
School District: Wissahickon

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous
Additional Pages Fee

Total:

DEED BK 6135 PG 01713 to 01721
Recorded Date: 05/10/2019 03:03:04 PM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

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

Prepared By:

Harris A. Dainoff, Esquire
 Ledgewood
 Two Commerce Square
 2001 Market Street, Suite 3400
 Philadelphia, PA 19103

When Recorded, Return To:

Ledgewood
 Two Commerce Square
 2001 Market Street, Suite 3400
 Philadelphia, PA 19103
 Attn: Harris A. Dainoff, Esquire

Tax Parcel No. 39-00-03934-00-5

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 39-00-03934-00-5 LOWER GWYNEDD TOWNSHIP
 300 BROOKSIDE AVE CONDO 20 & 22
 BASF CORPORATION
 B 024 L U 003 3341 05/10/2019

**MEMORANDUM OF
 ASSIGNMENT AND ASSUMPTION OF
 GROUND LEASE**

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Memorandum of Assignment") is ^{* dated April 11, 2019 and effective} made this ^{9th} day of ^{May} April 2019 (the "Effective Date"), by and between 300 BROOKSIDE COMMERCIAL, LP, a Pennsylvania limited partnership, as assignor ("Assignor"), and AY COMMERCIAL, LP, a Pennsylvania limited partnership, as assignee ("Assignee").

RECITALS

A. Assignor, as lessee, and BASF Corporation, a Delaware corporation ("Lessor"), as lessor, are parties to a certain Ground Lease dated as of June 12, 2015 (the "Ground Lease").

B. A Memorandum of the Ground Lease was recorded with the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania on June 16, 2015 in Deed Book 5957, page 2612 as Instrument No. 2015043158.

C. On the date hereof, Assignor and Assignee entered into an Assignment and Assumption of Ground Lease (the "Assignment and Assumption Agreement") whereby Assignor assigned and set over to Assignee all of its right, title and interest in, to and under the Ground Lease, and Assignee assumed Assignor's obligations under the Ground Lease, from and after the Effective Date, which assignment and assumption was consented to by Lessor.

D. The parties hereto have entered into this Memorandum of Assignment to, among other things, provide notice to any interested party regarding the Assignment and Assumption Agreement.

NOW, THEREFORE, the parties hereto state as follows:

1. Recitals. The above-referenced recitals are incorporated herein as if restated in their entirety below. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Assignment and Assumption Agreement.

2. Parties. From and after the Effective Date, the tenant under the Ground Lease is AY Commercial, LP, a Pennsylvania limited partnership. Notwithstanding the foregoing, Assignor hereby acknowledges and agrees that it shall not be released and/or discharged from any liability or the performance of any obligations under the Ground Lease on account of the Assignment and Assumption Agreement.

3. Realty Transfer Tax Exemption. As Assignor has agreed that it shall not be released and/or discharged from any liability of the performance of any obligations under the Ground Lease on account of the Assignment and Assumption Agreement, the transaction memorialized in this Memorandum of Assignment is exempt from realty transfer tax pursuant to 61 Pa. Code § 91.193 (27).

4. Recordation; Conflict. This Memorandum of Assignment is prepared for the purpose of recordation and does not modify the provisions of the Assignment and Assumption Agreement or the Ground Lease, as the same may be modified or amended from time to time. The Assignment and Assumption Agreement is incorporated herein by reference. If there are any conflicts between the Assignment and Assumption Agreement and this Memorandum of Assignment, the provisions of the Assignment and Assumption Agreement shall control.

4. Counterparts. The parties may execute this Memorandum of Assignment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Memorandum of Assignment to be executed by their duly authorized officers on the day and year first above written.

ASSIGNOR:

300 BROOKSIDE COMMERCIAL, LP,
a Pennsylvania limited partnership

By: 300 Brookside LLC,
a Delaware limited liability company
Its: General Partner

By: 
Name: Matthew P. Sigel
Title: Authorized Manager

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF Philadelphia)

On this 24th day of April, 2019 before me, a Notary Public, the undersigned officer, personally appeared Matthew Sigel who acknowledged himself to be an Authorized Manager of 300 **BROOKSIDE LLC**, a Delaware limited liability company, itself the General Partner of 300 **BROOKSIDE COMMERCIAL, LP**, a Pennsylvania limited partnership, and that he as such Authorized Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company, on behalf of the limited partnership by himself as Authorized Manager.

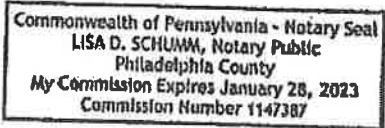
In witness whereof, I hereunto set my hand and official seal.



Notary Public

Printed Name:

My Commission Expires:



CONSENT OF LESSOR

Lessor hereby executes this Memorandum of Assignment solely for the purposes of acknowledging its consent to the Assignment as required pursuant to Article 12 of the Ground Lease.

LESSOR:

BASF CORPORATION, a Delaware corporation

By: Charles R. Waltz

Name: CHARLES R. WALTZ

Title: SITES MANAGER



STATE OF New Jersey)
) ss.:
COUNTY OF Morris)

On this 11th day of April, 2019 before me, a Notary Public, the undersigned officer, personally appeared Charles Waltz who acknowledged himself to be the Sites Manager of BASF CORPORATION, a Delaware corporation, and that he as such Sites Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Sites Manager.

In witness whereof, I hereunto set my hand and official seal.

Jeanne Hahn
Notary Public

Printed Name:

My Commission Expires:

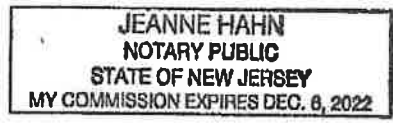


EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land situated in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania as shown on an ALTA/ACSM Survey Plan of the lands of BASP Corporation prepared for 300 Brookside Commercial LP and 300 Brookside Residential LP by Showalter & Associates, Chalfont Pa, dated March 17, 2015 and bounded and described as follows, to wit:

BEGINNING at an iron pin found and held for a corner at the point of intersection of the common line between the lands N/L of B&U 24-15 (a portion of Tract-2) and the lands N/L of B&U 24-20 (a portion of the herein described Tract-1) on right-of-way of Francis Avenue (33' feet wide); thence along said right-of-way and offset the title line by 16.5 feet, South 45 degrees 25 minutes 55 seconds West, a distance of 232.86 feet to a point in line with the lands N/L of B&U 24-17, the North Branch of the Pennsylvania Railroad; thence along said Railroad right-of-way North 46 degrees 14 minutes 05 seconds West, a distance of 739.34 feet to a point, a corner of a lease area called for in the 1994 survey by Showalter & Associates; thence along said lease area the following three (3) courses and distances: 1). North 40 degrees 52 minutes 55 seconds East, a distance of 17.61 feet to a point; 2). North 43 degrees 44 minutes 05 seconds West, a distance of 341.42 feet to a point; 3). thence South 68 degrees 22 minutes 36 seconds West, a distance of 32.25 feet to a point in line with the lands N/L of the North Branch of the Pennsylvania Railroad; thence continuing along said Railroad right-of-way the following six (6) courses and distances: 1). North 46 degrees 29 minutes 27 seconds West, a distance of 536.91 feet to a point; 2). North 44 degrees 37 minutes 00 seconds West, a distance of 99.00 feet to a point; 3). North 43 degrees 06 minutes 00 seconds West, a distance of 99.00 feet to a point; 4). North 41 degrees 38 minutes 00 seconds West, a distance of 99.00 feet to a point; 5). North 40 degrees 12 minutes 00 seconds West, a distance of 98.01 feet to a point; 6). North 38 degrees 31 minutes 00 seconds West, a distance of 104.52 feet to a concrete monument in the center of a vacated right-of-way of Mather Road; thence along said lands N/L of B&U 26-06, North 46 degrees 42 minutes 01 second East, a distance of 450.61 feet to a corner of the lands N/L of B&U 24-31 thence along said lands N/L of B&U 24-31 and along the lands N/L of B&U 24-01, 24-21, 24-24, 24-29, 24-02, 24-33, and 24-32, passing over a concrete monument found 25.02 feet from the start of this line and again passing over an iron pin found 5.56 feet from the end of this line, South 45 degrees 41 minutes 00 seconds East, a distance of 876.59 feet to a point; thence continuing along said lands N/L of B&U 24-32 and passing over an iron pin 16.30 feet from the end of this line, North 46 degrees 11 minutes 30 seconds East, a distance of 284.07 feet to a point on the center line of Penn-Ambler Road (SR 2020 - varying widths); thence along said center line, South 45 degrees 41 minutes 00 seconds East, a distance of 162.88 feet to a point, the intersection of Houston Road (vacated) and Spring Garden Street (40' wide); thence along the title line the following two (2) courses and distances: 1). South 45 degrees 50 minutes 55 seconds West, a distance of 120.33 feet to a point; 2). South 37 degrees 47 minutes 29 seconds East, a distance of 369.43 feet to a point on the center line of Spring Garden Street (40' wide); thence South 45 degrees 25 minutes 55 seconds West, a distance of 20.14 feet to a point on the right-of-way of Spring Garden Street (40' wide); thence along said right-of-way and offset the title line 20 feet and passing over a RRS found and held 38.42 feet from the end of this line, South 37 degrees 47 minutes 29 seconds East, a distance of 413.42 feet to a corner of this lands N/L of the internal parcel designated 24-04; thence along said lands N/L of B&U 24-04 the following two (2) courses and distances: 1). South 45 degrees 25 minutes 55 seconds West, a distance of 218.00 feet to a point; 2). South 44 degrees 34 minutes 05 seconds East, a distance of 150.00 feet to a corner of the lands N/L of B&U 24-19 and the lands N/L of B&U 24-16; thence along said lands N/L of B&U 24-16 and the lands N/L B&U 24-15, South 45 degrees 25 minutes 55 seconds West, a distance of 50.00 feet to a point;

EXH. A-1

thence continuing along said lands N/L of B&U 24-15, South 44 degrees 34 minutes 05 seconds East, a distance of 150.00 feet to a point, said point being the true place of beginning.

SAID PARCEL ALSO BEING DESCRIBED PURSUANT TO THAT ALTA/NSPS LAND TITLE SURVEY PREPARED BY SHOWALTER & ASSOCIATES, DATED April 17, 2019 AS JOB NO. 2014-072 AS FOLLOWS:

All that certain tract or parcel of land situated in the Township of Lower Gwynedd, County of Montgomery, Commonwealth of Pennsylvania and bounded and described as follows, to wit:

BEGINNING at an iron pin found and held for a corner at the point of intersection of the common line between the lands N/L of B&U 24-15 and the lands N/L of B&U 24-20 (a portion of the lands herein described) on right-of-way of Francis Avenue (33' feet wide); thence along said right-of-way and offset the title line by 16.5 feet, South 45 degrees 25 minutes 55 seconds West, a distance of 232.86 feet to a point in line with the lands N/L of B&U 24-17, the North Branch of the Pennsylvania Railroad; thence along said Railroad right-of-way North 46 degrees 14 minutes 05 seconds West, a distance of 739.34 feet to a point; thence North 40 degrees 52 minutes 55 seconds East, a distance of 17.61 feet to a point; thence North 43 degrees 44 minutes 05 seconds West, a distance of 341.42 feet to a point; thence South 68 degrees 22 minutes 36 seconds West, a distance of 32.25 feet to a point in line with the lands N/L of the North Branch of the Pennsylvania Railroad; thence continuing along said Railroad right-of-way the following six (6) courses and distances: (1) North 46 degrees 29 minutes 27 seconds West, a distance of 536.91 feet to a point; (2) North 44 degrees 37 minutes 00 seconds West, a distance of 99.00 feet to a point; (3) North 43 degrees 06 minutes 00 seconds West, a distance of 99.00 feet to a point; (4) North 41 degrees 38 minutes 00 seconds West, a distance of 99.00 feet to a point; (5) North 40 degrees 12 minutes 00 seconds West, 98.01 feet to a point; (6) North 38 degrees 31 minutes 00 seconds West, a distance of 104.52 feet to a concrete monument in the center of a vacated right-of-way of Mather Road; thence along said lands N/L of B&U 26-06, North 46 degrees 42 minutes 01 second East, a distance of 450.61 feet to a corner of the lands N/L of B&U 24-31, said point being located in the center line of a dedicated section N/L of Mather Road (30' feet wide) and leading to the Pennlyn-Ambler Road; thence along said lands N/L of B&U 24-31 and along the lands N/L of B&U 24-01, 24-21, 24-02, 24-33, and 24-32, passing over a concrete monument found 25.02 feet from the start of this line and again passing over an iron pin found 5.56 feet from the end of this line, South 45 degrees 41 minutes 00 seconds East, a distance of 876.59 feet to a point; thence continuing along said lands N/L of B&U 24-32 and passing over an iron pin 16.30 feet from the end of this line, North 46 degrees 11 minutes 30 seconds East, a distance of 284.07 feet to a point on the center line of Pennlyn-Ambler Road (SR 2020 - varying widths); thence along said center line, South 45 degrees 41 minutes 00 seconds East, a distance of 162.88 feet to a point, the intersection of Houston Road (vacated) and Spring Garden Street (40' wide); thence along the title line the following two (2) courses and distances: (1) South 45 degrees 50 minutes 55 seconds West, a distance of 120.33 feet to a point; (2) South 37 degrees 47 minutes 29 seconds East, a distance of 369.43 feet to a point on the center line of Spring Garden Street (40' wide); thence South 45 degrees 25 minutes 55 seconds West, a distance of 20.14 feet to a point on the right-of-way of Spring Garden Street (40' wide); thence along said right-of-way and offset the title line 20 feet and passing over a RRS found and held 38.42 feet from the end of this line, South 37 degrees 47 minutes 29 seconds East, a distance of 413.42 feet to a corner of the lands N/L of B&U 24-04; thence along said lands N/L of B&U 24-04 the

EXH. A-2

following two (2) courses and distances: (1) South 45 degrees 25 minutes 55 seconds West, a distance of 218.00 feet to a point; (2) South 44 degrees 34 minutes 05 seconds East, a distance of 150.00 feet to a corner of the lands N/L of B&U 24-19 and the lands N/L of B&U 24-16; thence along said lands N/L of B&U 24-16 and the lands N/L B&U 24-15, South 45 degrees 25 minutes 55 seconds West, a distance of 50.00 feet to a point; thence continuing along said lands N/L of B&U 24-15, South 44 degrees 34 minutes 05 seconds East, a distance of 150.00 feet to a point, said point being the true place of beginning.

Tax Parcel #39-00-03934-00-5

Property Address: 300 Brookside Avenue, Ambler, PA 19002

EXH. A-3

CERTIFICATION OF TOWNSHIP APPROVAL

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Township of Lower Gwynedd, Montgomery County, Pennsylvania, this 15th day of June, 2016.

MAYOR: [Signature]
TOWNSHIP ENGINEER: [Signature]

APPROVED BY THE LOWER GWYNNED TOWNSHIP ENGINEER ON THIS DATE: 06/15/2016

OWNERS CERTIFICATION OF INTENT TRACT 1 - BASF CORPORATION

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY
ON THIS DAY OF 2016, I, the undersigned, a duly qualified person, personally appearing before me, the undersigned, a duly qualified person, who acknowledged to me the execution of this instrument and the contents thereof, and declared that he executed the same for the purposes and consideration therein expressed, and that he intended to be bound by the same.

WITNESSES BY HAND AND NOTARIAL SEAL, THE DAY AND YEAR ADFORESAID:
NOTARY PUBLIC: [Signature]

WITNESS MY HAND AND NOTARIAL SEAL, THE DAY AND YEAR ADFORESAID:
BY COMMISSION EXPIRES: [Date]

WITNESS MY HAND AND NOTARIAL SEAL, THE DAY AND YEAR ADFORESAID:
BY COMMISSION EXPIRES: [Date]

OWNERS CERTIFICATION OF INTENT TRACT 2 - 300 BROOKSIDE RESIDENTIAL LP

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY
ON THIS DAY OF 2016, I, the undersigned, a duly qualified person, personally appearing before me, the undersigned, a duly qualified person, who acknowledged to me the execution of this instrument and the contents thereof, and declared that he intended to be bound by the same.

WITNESSES BY HAND AND NOTARIAL SEAL, THE DAY AND YEAR ADFORESAID:
NOTARY PUBLIC: [Signature]

WITNESS MY HAND AND NOTARIAL SEAL, THE DAY AND YEAR ADFORESAID:
BY COMMISSION EXPIRES: [Date]

WITNESS MY HAND AND NOTARIAL SEAL, THE DAY AND YEAR ADFORESAID:
BY COMMISSION EXPIRES: [Date]

MONTGOMERY COUNTY PLANNING COMMISSION

MCPCC FILE # 15-0116-007
PROPOSED AND REVIEWED: [Signature]
DATE: 06/15/2016

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, MONTGOMERY COUNTY, PENNSYLVANIA, IN PLAN BOOK PAGE ON THE DAY OF 2016.

CERTIFICATION OF ACCURACY
I, the undersigned, being a duly qualified person, certify that the information contained in this instrument is true and correct and that I am a duly qualified person.

PROFESSIONAL ENGINEER CERTIFICATION
I, the undersigned, being a duly qualified person, certify that the information contained in this instrument is true and correct and that I am a duly qualified person.

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, MONTGOMERY COUNTY, PENNSYLVANIA, IN PLAN BOOK PAGE ON THE DAY OF 2016.

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, MONTGOMERY COUNTY, PENNSYLVANIA, IN PLAN BOOK PAGE ON THE DAY OF 2016.

PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE-STOP CALL
PENNSYLVANIA ONE CALL SYSTEM, INC.
1-800-242-1776

PARKING CALCULATIONS

Table with columns: USE, AREA, PERCENTAGE, TOTAL SPACES, etc. Includes rows for Office, Retail, and Warehouse.

IMPERVIOUS SURFACE CALCULATIONS

Table with columns: DEVELOPER AREA, IMPERVIOUS SURFACE, PAVEMENT, etc.

STORMWATER OWNERSHIP AND MAINTENANCE STATEMENT

THE DEVELOPER/OWNER SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE STORM DRAINAGE SYSTEM OF THE PROPERTY...

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Township of Lower Gwynedd, Montgomery County, Pennsylvania, this 15th day of June, 2016.

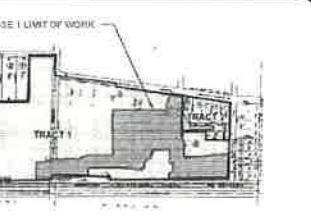
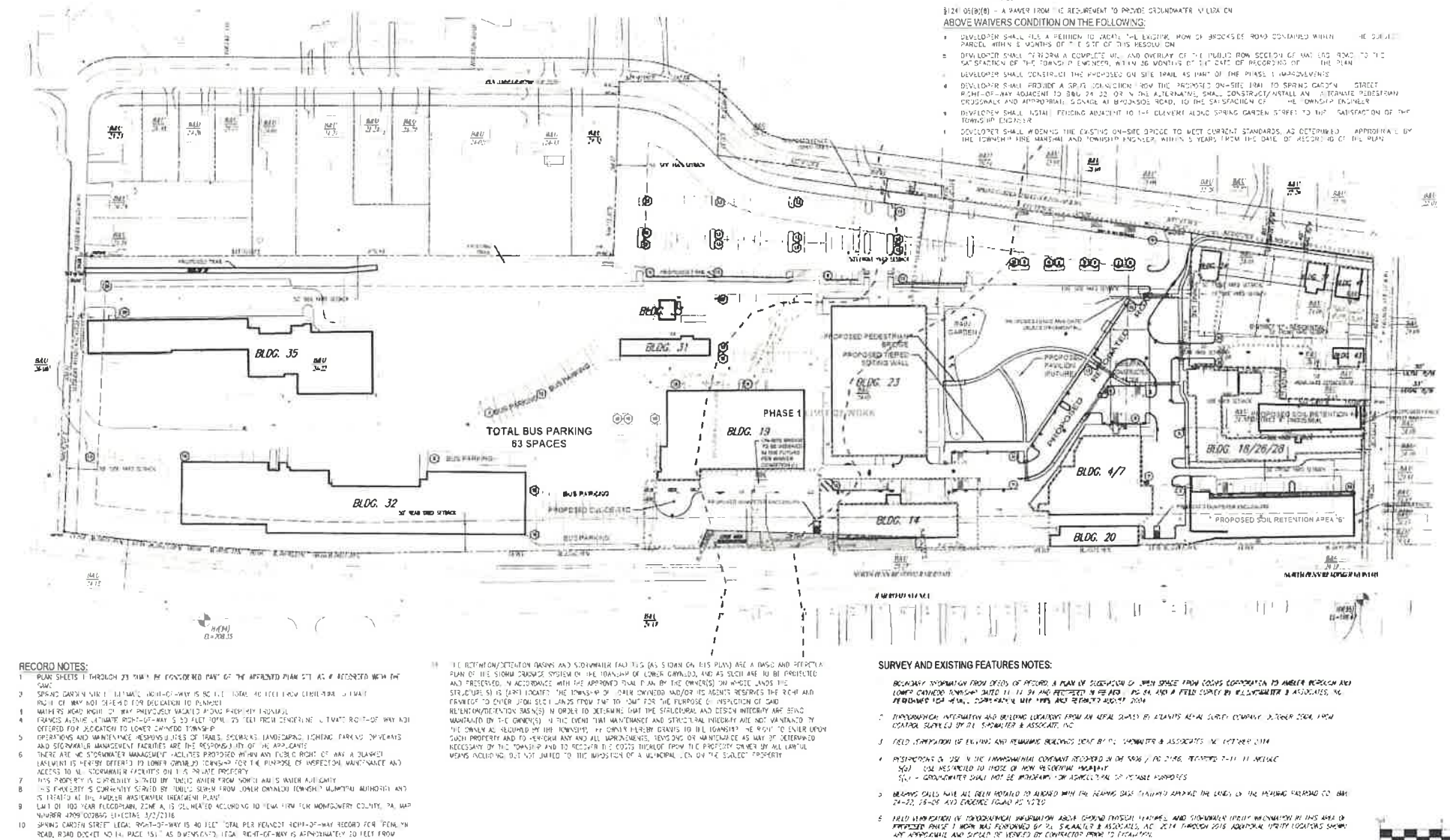
APPROVED BY THE LOWER GWYNNED TOWNSHIP ENGINEER ON THIS DATE: 06/15/2016

ZONING DATA PHASE 1

Table with columns: ZONING DISTRICT, PERMITTED USES, etc. Lists various zoning districts and their permitted uses.

WAVERS GRANTED PER RESOLUTION NO. 2016-31

- List of 12 wavers granted, including requests for reduced setbacks, increased lot coverage, and other zoning variances.



KEY MAP

TRACT 1
SEE MAP LOCATOR
300 BROOKSIDE COMMERCIAL LP

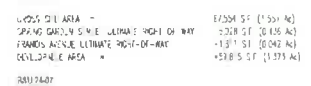
TRACT 2

SEE MAP LOCATOR
300 BROOKSIDE RESIDENTIAL LP

LEGEND

- Legend symbols for: Boundary Line, Easement, Right-of-Way, etc.

GRAPHIC SCALE



BASF CORP. FACILITY

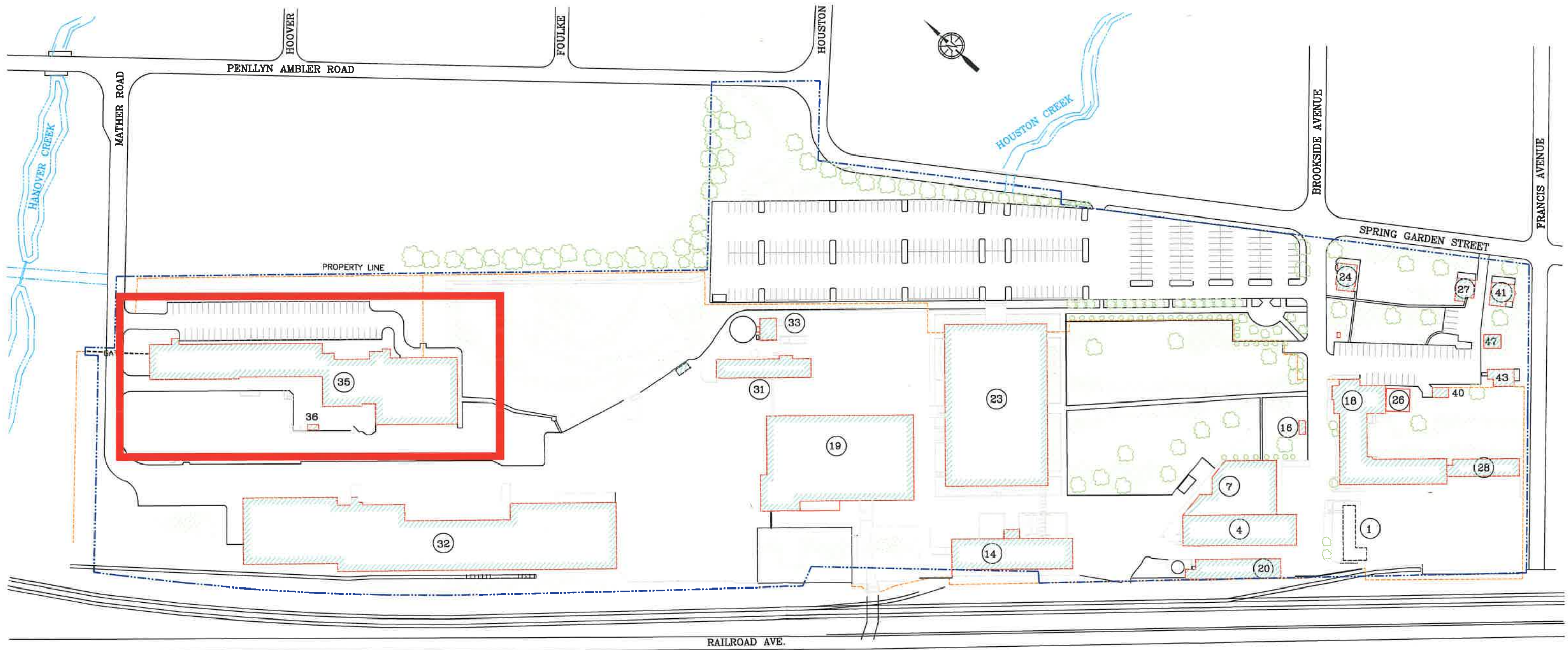
Project information box including: MASTER PLAN (RECORD SHEET 1 OF 2), R. L. Showalter & Associates, Inc., SCALE: 1" = 100', DATE: 06/15/2016, SHEET 1 OF 23.

REVISIONS table with columns: NO., DATE, COMMENT.

REVISIONS
1. 05/19/2017
2. 07/20/2017
3. 07/20/2017
4. 07/20/2017

SCALE: 1" = 100'
DATE: 06/15/2016
JOB NO.: 2014-072A
DRAWN BY: EFS
CHECKED BY: RLS

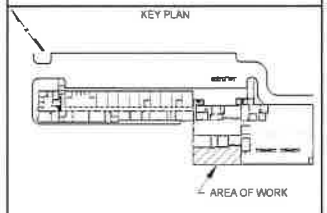
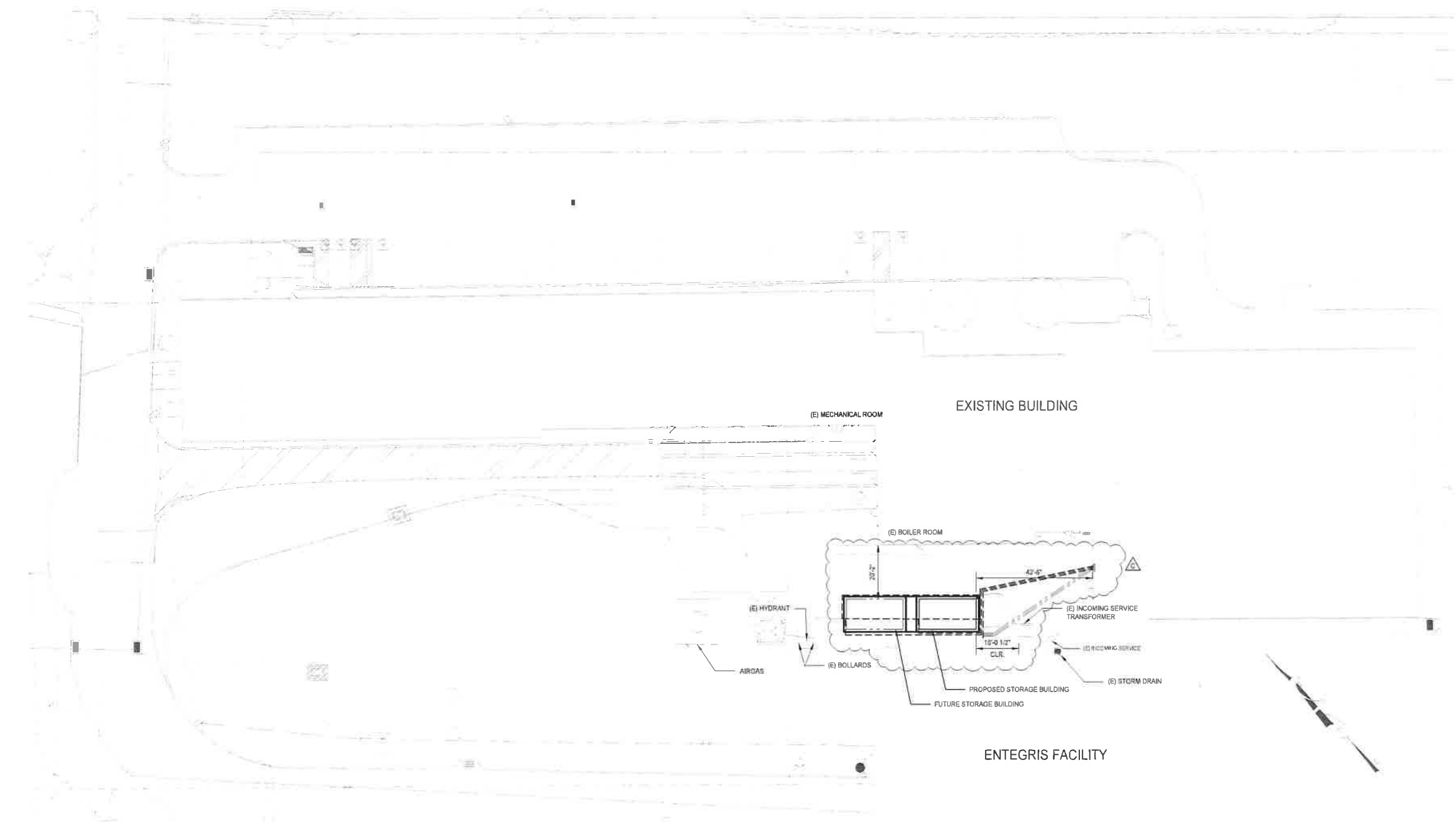
SITUATE: LOWER GWYNNED TOWNSHIP MONTGOMERY COUNTY, PA
PREPARED FOR: 300 BROOKSIDE COMMERCIAL, LLC.
300 BROOKSIDE AVENUE AMBLER, PA 19002



SITE PLOT PLAN

0 25 50 100 200
SCALE - F T.

SEAL



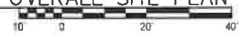
REV	DATE	DESCRIPTION	BY
C	07/19/23	REVISED UG CONDUIT	KS
B	06/15/23	ISSUED FOR BID	KS
A	06/09/23	ISSUED FOR BID	KS

PROJECT TITLE
ENTEGRIS BUILDING 35
MATERIAL STORAGE BUILDING

GENERAL ARRANGEMENT
MATERIAL STORAGE BUILDING

SCALE	AS NOTED
PROJ. MGR.	KS
DESIGNER	JAM
CHECKED BY	RJP
APPROVED BY	
PROJECT NO.	E1-23-13314
DWG NO.	REV
C100	A

MATERIAL STORAGE BUILDING OVERALL SITE PLAN
SCALE: 1"=20'



**BEFORE THE BOARD OF SUPERVISORS
OF LOWER GWYNEDD TOWNSHIP, PENNSYLVANIA**

IN THE MATTER OF :
CONDITIONAL USE APPLICATION :
 :
BROOKSIDE COMMERCIAL, LLC :
300 BROOKSIDE AVENUE :
AMBLER PA :

DECISION AND ORDER

AND NOW, this 23rd day of August, 2016, upon consideration of the application of Brookside Commercial, LLC (“Applicant”) for a Conditional Use to permit the development of a mixed use campus (the “Proposed Use”) on property located at 300 Brookside Avenue, Ambler, Pennsylvania 19002 (“Property”) in accordance with Section 1287.02 of the Lower Gwynedd Township Zoning Ordinance and upon consideration of the testimony produced at the hearing before the Board of Supervisors on August 23, 2016, together with the proposed Master Plan introduced at the hearing and incorporated herein, the application is hereby **APPROVED** subject to the following conditions:

1. Nothing in this Decision and Order shall be construed as either an express or implied waiver of any provision of any applicable ordinance of Lower Gwynedd Township. No level of development is guaranteed by virtue of this conditional Approval and the Proposed Use shall be permitted only if the fully-engineered Plans for the Property can demonstrate compliance with all applicable zoning and subdivision and land development regulations of the Township as well as any relevant statutes or regulations of any other governmental entity having jurisdiction over development on the Property.

2. The use permitted by this Approval shall be consistent with the testimony and exhibits submitted to the Board of Supervisors at the public hearing held on August 23, 2016.

3. Applicant shall be permitted to develop the Proposed Use on the Property consistent with the Master Plan submitted as a part of the application herein. The Master Plan is attached hereto and specifically incorporated herein as Exhibit "A" to this Decision and Order. Any modification of the proposed Master Plan shall be subject to additional conditional use approval by the Board of Supervisors.

4. Applicant shall be required to construct the entire trail depicted on the Master Plan in a single construction phase, with no incremental, partial or phased construction to be permitted. The construction of the trail shall be incorporated into any land development plan filed for the use of the Property for the Proposed Use.

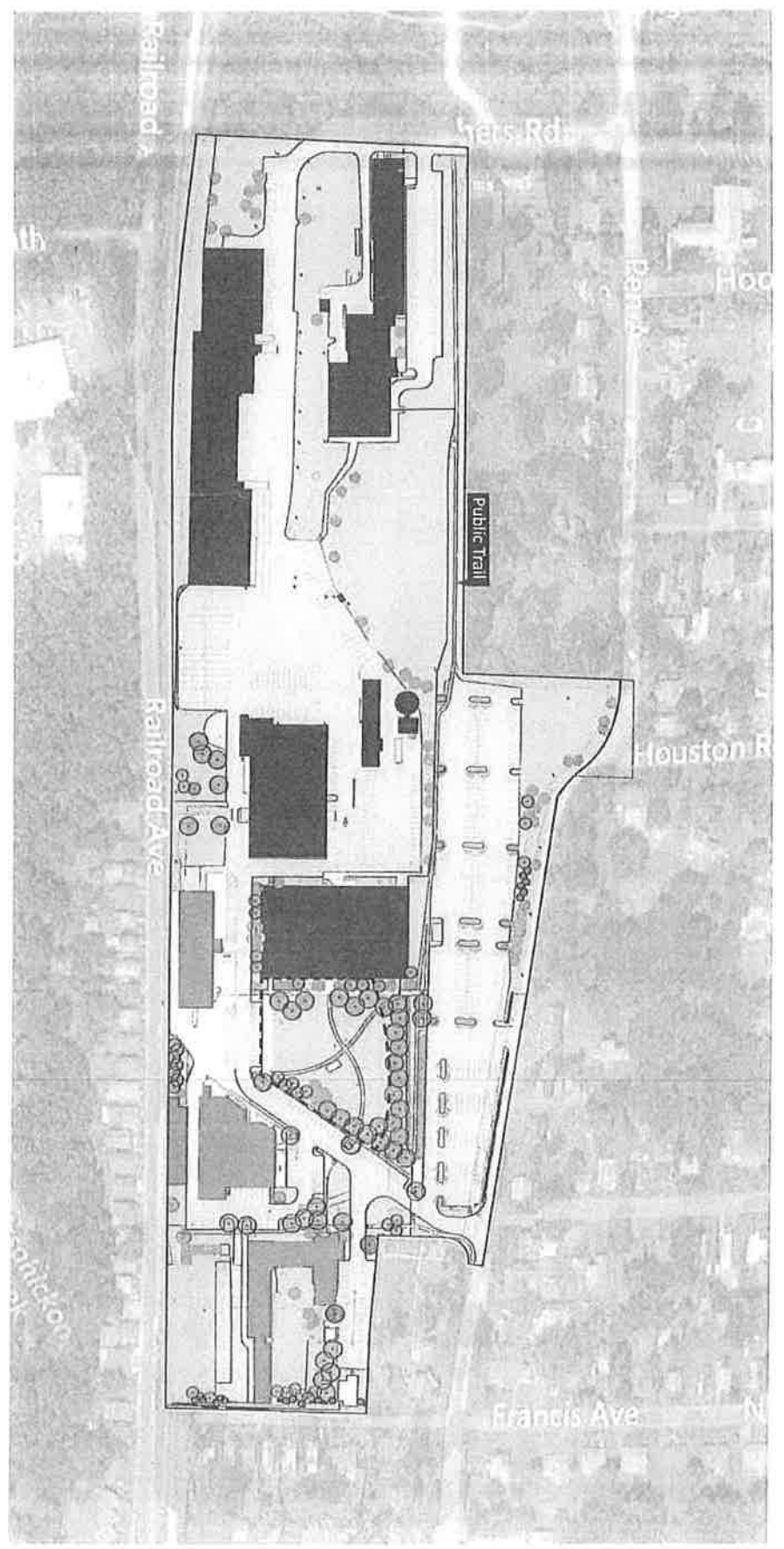
5. Applicant shall be required to provide additional vegetative planting to screen adjacent residential areas from any and all designated special events areas, to the satisfaction of the Township, as a part of any land development plan submission for the use of the Property for the Proposed Use.

**LOWER GWYNEDD TOWNSHIP
BOARD OF SUPERVISORS**

By: 
Stephen J. Paccione, Chairman

Attest: 
Craig McAnally, Secretary

Exhibit "A"



EXISTING DATA TABLE

PROPERTY OWNER BY PARCELS (PJ)

PARCEL NO.	OWNER	STATUS
100	State of Texas	NO CHANGE
101	State of Texas	NO CHANGE
102	State of Texas	NO CHANGE
103	State of Texas	NO CHANGE
104	State of Texas	NO CHANGE
105	State of Texas	NO CHANGE
106	State of Texas	NO CHANGE
107	State of Texas	NO CHANGE
108	State of Texas	NO CHANGE
109	State of Texas	NO CHANGE
110	State of Texas	NO CHANGE
111	State of Texas	NO CHANGE
112	State of Texas	NO CHANGE
113	State of Texas	NO CHANGE
114	State of Texas	NO CHANGE
115	State of Texas	NO CHANGE
116	State of Texas	NO CHANGE
117	State of Texas	NO CHANGE
118	State of Texas	NO CHANGE
119	State of Texas	NO CHANGE
120	State of Texas	NO CHANGE

PLANNING ASSUMPTIONS

PROPERTY OWNER BY PARCELS (PJ)

PARCEL NO.	OWNER	STATUS
100	State of Texas	NO CHANGE
101	State of Texas	NO CHANGE
102	State of Texas	NO CHANGE
103	State of Texas	NO CHANGE
104	State of Texas	NO CHANGE
105	State of Texas	NO CHANGE
106	State of Texas	NO CHANGE
107	State of Texas	NO CHANGE
108	State of Texas	NO CHANGE
109	State of Texas	NO CHANGE
110	State of Texas	NO CHANGE
111	State of Texas	NO CHANGE
112	State of Texas	NO CHANGE
113	State of Texas	NO CHANGE
114	State of Texas	NO CHANGE
115	State of Texas	NO CHANGE
116	State of Texas	NO CHANGE
117	State of Texas	NO CHANGE
118	State of Texas	NO CHANGE
119	State of Texas	NO CHANGE
120	State of Texas	NO CHANGE

LEGEND

[Symbol]	Building Use A	Commercial, Retail, Personal Service, Office and Lab uses
[Symbol]	Building Use B	Office, Lab, Industrial and Manufacturing uses
[Symbol]	Building Use C	Hybrid of Office, Industrial and Lab uses and Commercial, Retail and Personal Service uses
[Symbol]	Special Event Area	
[Symbol]	Vehicular Circulation	
[Symbol]	Pedestrian Circulation	
[Symbol]	Landscape areas	
[Symbol]	Trees	
[Symbol]	Fence	

DATE: August 23, 2014
 SCALE: 1" = 80'-0"

MASTER PLAN
AMBLEM YARDS
 Lower Gateway to Houston, TX

JONATHAN LANGRISH &
 ALDERSON ARCHITECTS



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

August 15, 2024

File No. 16-06079-01

Mimi Gleason, Township Manager
Lower Gwynedd Township
1130 N Bethlehem Pike
P.O. Box 625
Spring House, PA 19477

Reference: Ambler Yards – A.Y. Commercial, L.P.
TMP #39-00-02014-008
Conditional Use Application – Review 1

Dear Ms. Gleason:

Pursuant to your request, Gilmore & Associates, Inc. performed a review of the conditional use application for the above-referenced project. Upon review we offer the following comments for consideration by the Lower Gwynedd Township Board of Supervisors:

I. Submission

A. Conditional Use Application, dated August 7, 2024, prepared for Ambler Yards at 300 Brookside Avenue.

II. Project Description

The subject tract (TMP# 39-00-02014-008), known as Ambler Yards, is located at 300 Brookside Avenue in the F Industrial District. The subject property is a mixed-use development, which includes various uses and building on the property.

The Applicant proposes to install two storage container structures, each 12' x 22' feet in size, located behind building 35 on the subject property. We note that the Applicant received a variance from section §1287.02 of the Lower Gwynedd Zoning Ordinance to allow the proposed accessory structures from the Lower Gwynedd Township Zoning Hearing Board on June 17, 2024.

III. Review Comments

A. Conditional Use

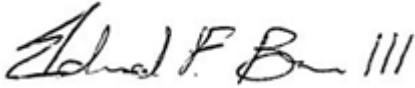
We note that it is a requirement of the Ambler Yards Land Development approval, that any modification made to the original Master Plan shall be subject to additional condition use approval from the Lower Gwynedd Township Board of Supervisors. As such, the Applicant has submitted the above referenced Conditional Use Application for review.

Upon review, we note that the proposed improvement will not add any additional impervious surfaces. As such, the plans will not be subject to the requirements of the Lower Gwynedd Township Stormwater Management Ordinance. Additionally, we have no further comments related to the site work associated with the accessory structures. We find the proposed plan to be acceptable with respect to the proposed improvements.

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

If you have any questions regarding the above, please contact this office

Sincerely,

A handwritten signature in black ink that reads "Edward F. Brown III". The signature is written in a cursive style with a large initial 'E' and 'B'.

Edward Brown, P.E.
Project Manager
Gilmore & Associates, Inc.

EB/sl

cc: Jamie Worman Assistant Township Manager
Patty Sexton-Furber, Building Codes Administrator
Jim Hersh, P.E., Gilmore & Associates, Inc.