DENNIS C. McANDREWS, ESQUIRE McANDREWS, MEHALICK, CONNOLLY, HULSE, RYAN & MARRONE PC 30 Cassatt Avenue Berwyn, PA 19312 610-648-9300 dmcandrews@mcandrewslaw.com Attorney ID# 28012

ATTORNEYS FOR APPLICANT CLARK'S MANOR LLC

NICHOLAS J. CANIGLIA, ESQUIRE PIERCE, CANIGLIA & TAYLOR 125 Strafford Avenue, Suite 110 Wayne, PA 19087 610-688-2626 nick@piercecanigliataylor.com Attorney ID# 27968

BEFORE THE TOWNSHIP COUNCIL OF UPPER PROVIDENCE TOWNSHIP

REQUEST OF CLARK'S MANOR LLC FOR CONDITIONAL USE OF PROPERTY LOCATED AT 2978 N. PROVIDENCE ROAD, MEDIA, PA

Applicant, CLARK'S MANOR LLC, by and through its attorneys, Dennis C. McAndrews, Esquire and Nicholas J. Caniglia, Esquire, herewith petitions the Township Council of the Township of Upper Providence to hold a hearing and grant Conditional Use approval to Applicant pursuant to Chapter 1280 of the Township's Zoning Code, and in support thereof respectfully represents as follows:

- 1. The Applicant, Clark's Manor LLC (the "Applicant"), is a limited liability company duly formed under the laws of the Commonwealth of Pennsylvania with a registered address of 1289 Farm Road, Berwyn, PA 19312.
- 2. The property for which the Conditional Use approval is sought is located at 2978 N. Providence Road, Media, Upper Providence Township, Delaware County, Pennsylvania, being Folio Number 36-00-01493-00 (hereinafter referred to as the "Premises").

- 3. The Premises is currently owned by Michael J. McCarthy and Linda S. McCarthy (the "Current Owner"). A true and correct copy of the Deed for the Premises is attached hereto as Exhibit "A".
- 4. The Applicant is equitable owner of the Premises pursuant to an Agreement of Sale between Applicant and the Current Owner, a true and correct copy of which is attached hereto as Exhibit "B".
- 5. The Premises is located in the Township's R-1 Residential Zoning District and is currently used as a single-family dwelling.
- 6. Applicant desires to use the Premises as a Group Home as defined in Section 1256.04.B9 of the Zoning Code. A Group Home is defined in the Zoning Code as:

A dwelling, appropriately and currently licensed by the Commonwealth of Pennsylvania, shared by not more than eight persons who are disabled (as defined by the Fair Housing Amendments of 1988), including resident staff, and who live together as a single housekeeping unit in a long-term, family-like environment. A Rooming or Boarding House (Use B10) is not a Group Home.

- 7. A Group Home is permitted as a Conditional Use in the Zoning Code pursuant to Section 1256.02 (Uses by right, special exception, conditional use, and uses not permitted) as applied by Table A (Permitted uses) of the Zoning Code.
- 8. A true and correct copy of a survey indicating the proposed and existing conditions of the Premises is attached hereto as Exhibit "C".
- 9. The proposed occupants of the Premises will all be mentally disabled as defined by the Fair Housing Act.
 - 10. The Group Home will be licensed by the Commonwealth of Pennsylvania, and it is

anticipated that all staffing and operations will be provided by Elwyn of Pennsylvania and Delaware, which will hold all licenses and assume all responsibility for the operation of the Group Home.

- 11. No more than eight persons will reside at the Premises. None of the residents will own or operate an automobile.
- 12. The residents on the Premises will live together as a single housekeeping unit in a long-term, family-like environment, and the home will function as the equivalent of a single family unit.
- 13. The Premises meets all of the area, bulk, and dimensional standards as required by Section 1258.01, Table B of the Zoning Code.
- 14. These residents will be serviced by no more than three (3) employees, at any one time, who are not residents.
- 15. The proposed use will comply with all off-street parking requirements of the Zoning Code.
 - 16. The proposed use will comply with all buffer requirements of the Zoning Code.
- 17. The proposed use of the Premises complies with all Township Code requirements and meets the General Conditions for Conditional Uses required by Section 1280.03 of the Zoning Code.
- 18. The type of living arrangement proposed herein is protected by the United States Fair Housing Act, as amended (the "Act").
- 19. The Act requires accommodations, apart from local ordinances, to permit this living arrangement, especially where, as here, these individuals would be unable to live in the community without such an arrangement and accommodations.

WHEREFORE, Applicant respectfully requests that the Township's Council hold a meeting

on this Application for Conditional Use and approve the Conditional Use application of the Applicant.

Respectfully Submitted By:

NICHOLAS J. CANIGLIA, ESQUIRE ATTORNEY FOR APPLICANT

Post, PA 1936 8727

This Indenture made the 25th

day of

OCTOBER

in the year of our Lord one thousand nine hundred and Hinety-Ore

(19gi)

Between

EIGHE B. SPITZ and ELEMOR S. SPITZ, Husband & Wife, by their Attorney-in-fact Peter M. Breitling, Esquire, duly constituted and appointed by Power of Attorney dated 9-24-1991 and about to recorded

(hereinafter called the Grantor 5), of the one part, and

S. MICHAEL J. McCARTHY and LINDAY McCARTHY

(hereinafter called the Grantees), of the other part,

Witnesseth That the said Grantor's

for and in consideration of the sum of

Five Hardred Seventy-Five Thousand and 00/100 follars (\$575,000,00) lawful money of the United States of America, unto them well and truly paid by the said Grantees , at or before the scaling and delivery hereof, the receipt whereof is hereby acknowledged. have granted, bargained and sold, released and confirmed, and by these presents do grant , bargain and

sell, release and confirm unto the said Grantee s, as Tenants by the Entirety.

their heirs

and assigns,

ALL THAT CERTAIN lot or parcel of ground. Situate in the Township of Upper Providence. County of Delaware and State of Pennsylvania, bounded and described according to a Plan for Dr. Eugene Spitz made by G.D. Houtman and Son, Civil Engineers and Land Surveyors, Hedia, Penns/Ivania, dated 9/10/82 and last revised 11/19/82 as follows, to wit:

BEGINNING at a point on the Southerly side of Providence Road, which point is measured the two following courses and distances from a point on the Mortheasterly side of Bishop Hollow Road: (1) Northeastwardly along the arc of a circle curving to the right having a radius of 40 feet the arc distance of 47.43 feet to a point of tangent in same; thence (2) North 75 degrees, 54 minutes East 178.87 feet to the point of beginning; thence extending from said beginning point, still along said Providence Road, North 75 degrees, 54 minutes East 28.93 feet to a point; thence South 68 degrees, 10 minutes East 257.85 feet to a point; thence still along said side South 44 degrees. 59 minutes East 152.61 feet to a point; thence South 35 degrees, 12 minutes, 40 seconds Bast 9.15 feet to a point in line of lands now or late of Lee Davis Smith, Jr.; thence leaving said side of Providence Road and along said Smith's land South 34 degrees. 59 minutes West 454.95 feet to a point in line of Lot \$2 on said Plan: thence extending along said Lot \$2 North 58 degrees, 35 minutes, 20 seconds West 216.50 feet to a

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Volume 894 Page 671



point in line of Lot \$7; thence extending along said Lot \$7 and along Lot #8 North 7 degrees, 57 minutes, 55 seconds East 468.46 feet to the first mentioned point and place of beginning.

BEING Lot #9 as shown on the above mentioned Plan.

BEING the same premises which Joseph A. Meff and Janet A. Meff, his wife, by Deed dated 7/19/62 and recorded 8/7/62, in the County of Delaware in Deed Book 2118, page 24, conveyed unto Eugene B. Spitz and Eleanor S. Spitz, his wife, in fee.

FOLIO# 35-00-01493-00

Tax 5150-

> 5750.00 5750.00 11500.00 UPPER PROV RTT PA TRAN TAX TOTAL 5750.00 CHECK COMMONWEALTH OF PENNSYLVANI DEPARTMENT OF REVENUE REALTY TRANSFER TAX 5750.0 CHECK 22CL 1620 11-07-91 11:53 H 5750.00 CHECK ITEM . 2 1620 11:53 H **GERRY** 11-07-91 THU #2

mn894 160672

Thirtier with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights liberties, privileges, hereditaments and appurtenances, whatevever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, reuts, issues, and profits thereof; and all the estate, right, title, interest property, claim and domain whatevever of

the said Grantors , as well at law as in equity, of, in, and to the same.

On have and to hold the said lot or piece of ground with the buildings and improvements thereon erected

and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee 5.

their heirs and assigns, to and for the only proper their heirs and assigns forever

And the said Grantors, for themselves and their

executors and administrators do covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they the said Granters hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against the Said Granters and their

heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her ... or any of them, shall and will WARRANT and forever DEFEND.

In Milness Whereof, the part ies of the first part hereunto set their hand's and seal . Duted the day and year first above written.

Benled and Delivered
IN THE PRESENCE OF 18:

Geff Blake 10/29/91

78L0894 F80673

English B. Saits

Eleanor S. Saits

Eleanor S. Spitz

Ry: Petro I. Print

Commonwealth of Pennsylvania County of CHESTER On this, the 25th day of October . 1991 , before me d Officer. personally appeared Peter M. Breitling, Esquire, Attorney-in-fact for Lugame B. Spitz & Elegror S. Spitz , as aforesaid known to me (entisfactorily proven) to be the person 5 whose nameS M (are) sell within instrument, and acknowledged that they executed the same for the purposes the In Milnens Whereuf, I bereente set my hand and official seal. NOTAPIAL SEAL
WILLIAM M. LALLY, Notary Public
Willistown Twp., Chester County
My Commission Expires March 17, 1982 2978 N. Providence Red Upper Providence Township Delaware County, PA Folio No.: 36-00-01439-00 Peter M. Breitling, Esquire Attorney-in-fact for ELENCR S. SPITZ and ELENCR S. SPITZ, Husband & Hife Quáker Abstract Co. 171 W. Lancaster Ave. Paoli, PA 19301 MICHAEL J. MCCARTHY and LINDA/MCCARTHY MAIL TAX BILL TO: 2 THE SEC. On behalf of the Granter 70L0891-137674

069665

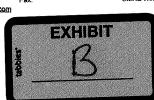
STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

	PARTIES	
BUYER(S): Clark's Manor, LLC	SELLER(S): MICHAEL J & LINDA S MCCARTHY	
BUYER'S MAILING ADDRESS: 1289 Farm Road Berwyn, PA 19312	SELLER'S MAILING ADDRESS: 2978 N Providence Rd MEDIA PA 19063	
DD	ROPERTY	
ADDRESS (including postal city) 2978 N PROVIDENCE RD	OPERTY .	
ZIP 19063		
in the municipality of Upper Providence Twp in the School District of ROSE TREE MEDIA	, County of DELAWARE ,	
Tax ID #(s): 35-00-01493-00	, in the Commonwealth of Pennsylvania.	
Identification (e.g., Parcel #: Lot, Block; Deed Book, Page, Recordin		
the design of the second secon		
DIIVEDIC DEI ATIONGLIE	WITH PA LICENSED BROKER	
No Business Relationship (Buyer is not represented by a		
Broker (Company) TWYN Real Estate, LLC	Licensee(s) (Name) Kevin Cybularz	
Company License # RB068824- PA	State License # Lic# RM424244- PA	
Company Address 175 Strafford Ave, Unit 1, Wayne, PA	Direct Phone(s)	
19087-3317 Commony Phone (410)292 2010	Cell Phone(s) (610)283-3919	
Company Phone (610)283-3919 Company Fax	Email k.cybularz@twynre.com Licensee(s) is (check only one):	
Broker is (check only one):	Buyer Agent (all company licensees represent Buyer)	
Buyer Agent (Broker represents Buyer only)	Buyer Agent with Designated Agency (only Licensee(s) named	
Dual Agent (See Dual and/or Designated Agent box below)	above represent Buyer) Dual Agent (See Dual and/or Designated Agent box below)	
Transaction Licensee (Broker and Licensee(s)	provide real estate services but do not represent Buyer)	
SELLER'S RELATIONSHI	IP WITH PA LICENSED BROKER	
No Business Relationship (Seller is not represented by a broker		
Broker (Company) Keller Williams Real Estate-Greater West Chester	Licensee(s) (Name) Linzee Ciprani, Andrew Parris	
Company License # RB068708 - PA	State License # Lic# RS319323 - PA, Lic# RS293111 PA	
Company Address 300 Willowbrook Lane Suite, West Chester, PA 19382	Direct Phone(s) (484)301-2727 Cell Phone(s)	
ompany Phone (610)436-6500	Email team@roundtablere.com	
Company Fax	Licensee(s) is (check only one):	
troker is (check only one): Seller Agent (Broker represents Seller only)	Seller Agent (all company licensees represent Seller) Seller Agent with Designated Agency (only Licensee(s) named	
Dual Agent (See Dual and/or Designated Agent box below)	above represent Seller)	
•	Dual Agent (See Dual and/or Designated Agent box below)	
Transaction Licensee (Broker and Licensee(s) provid	to real actate convious but do not represent Seller)	
Transaction incenses (broker and incenses(s) provide	to real course of 1003 thr up 10139/100300	
Broker is a Dual Agent when a Broker represents both Buyer ar	ESIGNATED AGENCY and Seller in the same transaction. A Licensee is a Dual Agent when a possible of Broker's licensees are also Dual Agents UNLESS there are separate nated for Buyer and Seller, the Licensee is a Dual Agent.	
y signing this Agreement, Buyer and Seller each acknowledge lapplicable.	having been previously informed of, and consented to, dual agency,	
uyer Initials: ASR P	Page 1 of 14 Seller Initia 10/12/19 19	
Pennsylvania Association of Realtors*	COPYRIGHT PENNSYLVANIA ASSOCIATION OF REAL ROOM rev. 6/19; rel. 7/19	

Clarks House



	. Р	lier hereby agrees to sell and convey to Ruyer, who agrees to purchase, the id JRCHASE PRICE AND DEPOSITS (4-14)) Purchase Price S	ionineu froperty.
		Made A de Communicación de la communicación de	U.S. Dollars), to be paid by Buyer as follows:
		i. Initial Deposit, within days (5 if not specified) of Execution Date,	C.O. Doisman, to be putted by Dayor to tonso the
		if not inclined with this A manual	\$
		2. Additional Deposit within days of the Execution Date:	~
		3.	\$
		Remaining balance will be paid at settlement.	
		All funds paid by Buyer, including deposits, will be paid by check, cash within 30 days of settlement, including funds paid at settlement, will be sonal check.	by eashier's check or wired funds, but not by po
	(C	Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Bro	ker for Seller (unless otherwise stated here:
4	21,000	who will retain deposits in an escrow account in conformity with all appli- mination of this Agreement. Only real estate brokers are required to hold do the State Real Estate Commission. Checks tendered as deposit monies n Agreement.	eposits in accordance with the rules and regulations
3,	SE	LLER ASSIST (If Applicable) (1-10)	
	Sel	ler will pay \$ or	% of Purchase Price (0 if not specified) tows
	Bu	er's costs, as permitted by the mortgage lender, if any, Seller is only obligi	ated to pay up to the amount or percentage which
	app	roved by mortgage lender.	
4.	SE'	ITLEMENT AND POSSESSION (4-14)	
	(A)	Settlement Date is January 24, 2020 Settlement will occur in the county where the Property is located or in an	, or before if Buyer and Seller agre
	(B)	Settlement will occur in the county where the Property is located or in an	adjacent county, during normal business hours, unle
		Buyer and Seller agree otherwise.	
	(C)	At time of settlement, the following will be pro-rated on a daily basis betw	ween Buyer and Seller, reimbursing where applicable
	, ,	current taxes; rents; interest on mortgage assumptions; condominium fees i	and homeowner association fees: water and/or sew
		fees, together with any other lienable municipal service fees. All charges we pay up to and including the date of settlement and Buyer will pay for all date.	vill be prorated for the period(s) covered. Seller w
		For purposes of prorating real estate taxes, the "periods covered" are as follows: 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for School tax bills for the Philadelphia, Pittsburgh and Scranton School Dis 31. School tax bills for all other school districts are for the period from July Conveyance from Selier will be by fee simple deed of special warranty unless.	stricts are for the period from January 1 to December 1 to June 30.
	• •	in the second se	
		Description of the second of t	
	(F)	Raymont of transfer taxes will be divided equally between Suyer and Seller unles	is otherwise stated here:
	(Ģ)	Possession is to be delivered by deed, existing keys and physical possession t broom-clean, at day and time of sottlement, unless Seiler, before signing this is subject to a lease.	to a vacant Property free of debris, with all structure Agreement, has identified in writing that the Propert
	(G) (H)	Possession is to be delivered by deed, existing keys and physical possession to broom-clean, at day and time of settlement, unless Seller, before signing this is subject to a lease. If Seller has identified in writing that the Property is subject to a lease, possessignment of existing leases for the Property, together with security deposits Seller will not enter into any new leases, nor extend existing leases, for the lease (s) by initialing the lease(s) at the execution	to a vacant Property free of debris, with all structure Agreement, has identified in writing that the Propert session is to be delivered by deed, existing keys an and interest, if any, at day and time of settlemen Property without the written consent of Buyer. Buyer
	(G) (H)	Possession is to be delivered by deed, existing keys and physical possession to broom-clean, at day and time of settlement, unless Seller, before signing this is subject to a lease. If Seller has identified in writing that the Property is subject to a lease, possessignment of existing leases for the Property, together with security depositing soller will not enter into any new leases, nor extend existing leases, for the I will acknowledge existing leases(s) by initialing the lease(s) at the execution Agreement.	to a vacant Property free of debris, with all structure Agreement, has identified in writing that the Propert session is to be delivered by deed, existing keys and and interest, if any, at day and time of settlemen Property without the written consent of Buyer. Buyer of this Agreement, unless otherwise stated in this
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	(G) (H) DAT (A) (B)	Possession is to be delivered by deed, existing keys and physical possession to broom-clean, at day and time of settlement, unless Seller, before signing this is subject to a lease. If Seller has identified in writing that the Property is subject to a lease, possessignment of existing leases for the Property, together with security depositing seller will not enter into any new leases, nor extend existing leases, for the lease will acknowledge existing lease(s) by initialing the lease(s) at the execution Agreement. Transact-Occupied Property Addendum (PAR Form TOP) is attached and the ES/TIME IS OF THE ESSENCE (1-16) Written acceptance of all parties will be on or before: October 12, 2019 The Settlement Date and all other dates and times identified for the performances and are binding.	to a vacant Property free of debris, with all structure Agreement, has identified in writing that the Propert session is to be delivered by deed, existing keys and and interest, if any, at day and time of settlemen Property without the written consent of Buyer. Buyer of this Agreement, unless otherwise stated in this made part of this Agreement.
	(G) (H) DAT (A) (B) (C)	Possession is to be delivered by deed, existing keys and physical possession to broom-clean, at day and time of settlement, unless Seller, before signing this is subject to a lease. If Seller has identified in writing that the Property is subject to a lease, possessignment of existing leases for the Property, together with security depositions will not enter into any new leases, nor extend existing leases, for the I will acknowledge existing lease(s) by initialing the lease(s) at the execution Agreement. Tenant-Occupied Property Addendum (PAR Form TOP) is attached and a ES/TIME IS OF THE ESSENCE (1-10) Written acceptance of all parties will be on or before: October 12, 2019 The Settlement Date and all other dates and times identified for the performance.	to a vacant Property free of debris, with all structure Agreement, has identified in writing that the Propert session is to be delivered by deed, existing keys and and interest, if any, at day and time of settlemen Property without the written consent of Buyer. Buyer of this Agreement, unless otherwise stated in this made part of this Agreement. Indicated full acceptance of this Agreement are of the indicated full acceptance of this Agreement by sign will be counted from the Execution Date, excluding period. All changes to this Agreement should be interested.

Buyer Initials:

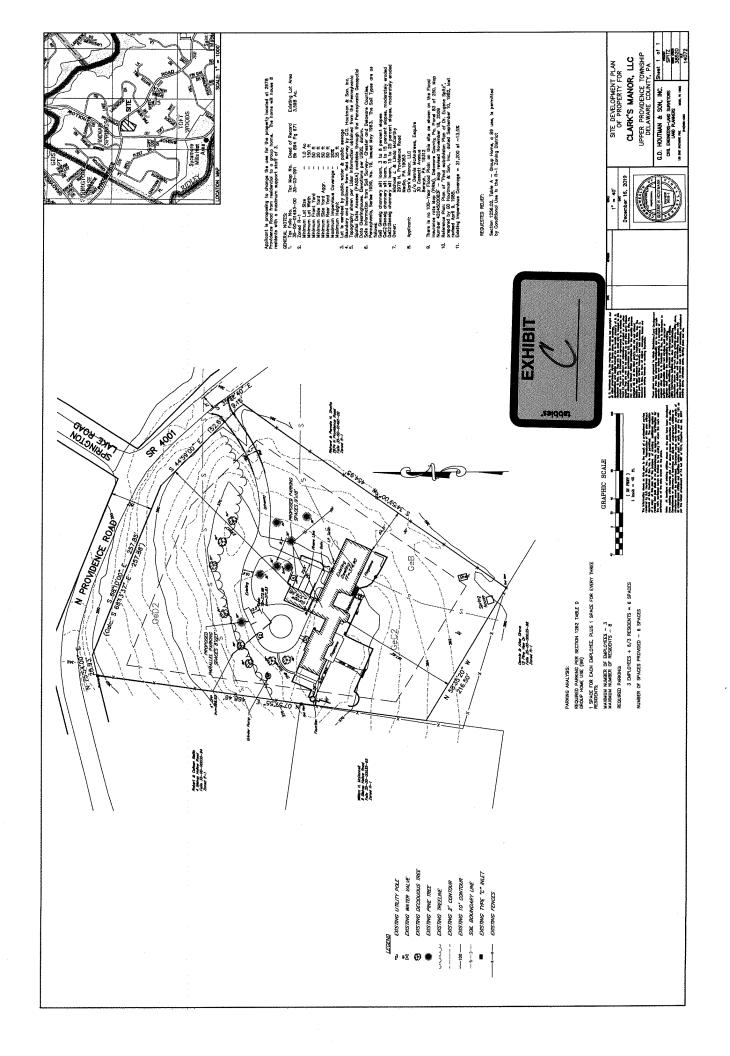
ASR Page 2 of 1

Seller Initials

10/12/19 10/12/19 12:30 PM EDT 11:46 AM EDT dotloop verified dotloop verified

Provisional with vio France by 21ol page 18070 Fillers Mile Road, France, Michigan 48025 MANY 21st 3014.00

100	Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.				
769 770	This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterpart together shall constitute one and the same Agreement of the Parties.				
771 772	NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advise to consult a Pennsylvania real estate attorney before signing if they desire legal advice.				
773 774	parties, constitutes acceptance by the parties.	nic transmission, bearing the signatures of al			
77,5	The Difference of the Differen	nission at 49 Pa. Code §35.336.			
776	D 1				
777 778	Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money before signing this Agreement.				
779 780	Buyer has received the Lend-Based Paint Hazards Disclosure, which is atta	e built prior to 1078)			
781	BUYER Charas Widow	DATE 10/11/19			
782	Clark's Manor, LLC BUYER	DATE			
783	BUYER				
784 785	Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Seller has received a statement of Sollar's action at 4 leading to the State Real Estate Commission at 49 Pa.				
786		DATE			
87	SELLER Linda McCarthy dollar wild AM EDT NANO-0V37-JBG-U1HP M dollar wild AM EDT NANO-0V37-JBG-U1HP M dollar wild AM EDT NANO-0V37-JBG-U1HP M LIRG-EWBW-PXV2-G9B LIRG-EWBW-PXV2-G9B	DATE			
88	SELLER	DATE			



VERIFICATION

I, DENNIS C. McANDREWS, verify that I am legal counsel for CLARK'S MANOR, LLC a Pennsylvania Limited Liability Company; that I am authorized to make this Verification; and that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsifications to authorities.

DATE: 12-13-19

DENNIS C. MCANDREWS