

**DENNIS C. McANDREWS, ESQUIRE**  
**McANDREWS, MEHALICK, CONNOLLY,**  
**HULSE, RYAN & MARRONE PC**  
30 Cassatt Avenue  
Berwyn, PA 19312  
610-648-9300  
[dmcandrews@mcandrewslaw.com](mailto: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@piercecانigliataylor.com](mailto:nick@piercecانigliataylor.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**

This Indenture Made the 25th day of OCTOBER in the year of our Lord one thousand nine hundred and Ninety-One (1891 )

Between

EUGENE B. SPITZ and ELEANOR 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 S ), of the one part, and

S. MICHAEL J. MCCARTHY and LINDA MCCARTHY

(hereinafter called the Grantee S ), of the other part.

Witnesseth

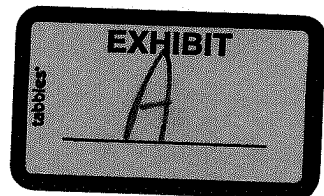
That the said Grantor S for and in consideration of the sum of Five Hundred Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee S, at or before the sealing and delivery hereof, the receipt whereof is hereby 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, their heirs and assigns, as Tenants by the Entirety.

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, Media, Pennsylvania, 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 Northeasterly 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 178.07 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 East 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

1000894 190671

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. Neff and Janet A. Neff, 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  
5750.-

UPPER PROV RTT	5750.00
PA TRAN TAX	5750.00
TOTAL	11500.00
CHECK	5750.00

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX  
#2 CHECK 5750.00  
22CL 1620 11-07-91 11:53 AM

CHECK	5750.00
ITEM 2	
11-07-91 THU #2	GERRY 1620 11:53 AM

0894 180672

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

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

**To have and to hold** the said lot or piece of ground 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 GranteeS, their heirs and assigns, to and for the only proper use and behoof of the said GranteeS, 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 Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said GranteeS, their heirs and assigns, against the said Grantors 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 Witness Whereof**, the parties of the first part, hereunto set their hands and seal. Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF 12:

Giff Blake 10/29/91

NOV 7 1931 POA v 894 pg 669

Eugene B. Spitz  
Eugene B. Spitz

Eleanor S. Spitz  
Eleanor S. Spitz

By: Peter L. Breitling  
their attorney in fact

100894 100673

Commonwealth of Pennsylvania }  
County of CHESTER }

On this, the 25th day of October, 1991, before me,

personally appeared **Peter M. Breitling, Esquire, Attorney-in-fact for Eugene B. Spitz & Eleanor S. Spitz, as aforesaid** the undersigned Officer,

known to me (satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL  
WILLIAM M. LALLY, Notary Public  
Willistown Twp., Chester County  
My Commission Expires March 17, 1992

NOTARY PUBLIC



Quaker Abstract Co.  
171 W. Lancaster Ave.  
Paoli, PA 19301

41-46-87Z

公正証明

Peter M. Breitling, Esquire  
Attorney-in-fact for  
EUGENE B. SPITZ and  
ELEANOR S. SPITZ, Husband & Wife

TO

MICHAEL J. MCCARTHY and  
LINDA MCCARTHY  
S.

MAIL TAX BILL TO:

Premises: 2978 N. Providence Road  
Upper Providence Township  
Delaware County, PA  
Folio No.: 35-00-01493-00

RECORDER OF DEEDS:  
DELAWARE CO., PA

069665

5750.  
5750.  
1848

010894 007674



The address of the above-named Grantee  
is 2978 N. Providence Rd.  
Upper Providence, Pa 19063

On behalf of the Grantee



# 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): <u>Clark's Manor, LLC</u>	SELLER(S): <u>MICHAEL J &amp; LINDA S MCCARTHY</u>
BUYER'S MAILING ADDRESS: <u>1289 Farm Road</u> <u>Berwyn, PA 19312</u>	SELLER'S MAILING ADDRESS: <u>2978 N Providence Rd MEDIA PA 19063</u>

PROPERTY	
ADDRESS (including postal city) <u>2978 N PROVIDENCE RD</u> ZIP <u>19063</u>	
in the municipality of <u>Upper Providence Twp</u> , County of <u>DELAWARE</u>	
in the School District of <u>ROSE TREE MEDIA</u> , in the Commonwealth of Pennsylvania.	
Tax ID #(s): <u>35-00-01493-00</u> and/or	
Identification (e.g., Parcel #: Lot, Block; Deed Book, Page, Recording Date): _____	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>TWYN Real Estate, LLC</u>	Licensee(s) (Name) <u>Kevin Cybularz</u>
Company License # <u>RB068824- PA</u>	State License # <u>Lic# RM424244- PA</u>
Company Address <u>175 Strafford Ave, Unit 1, Wayne, PA</u>	Direct Phone(s) _____
<u>19087-3317</u>	Cell Phone(s) <u>(610)283-3919</u>
Company Phone <u>(610)283-3919</u>	Email <u>k.cybularz@twynre.com</u>
Company Fax _____	Licensee(s) is (check only one):
Broker is (check only one):	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Keller Williams Real Estate-Greater West Chester</u>	Licensee(s) (Name) <u>Linzee Ciprani, Andrew Parris</u>
Company License # <u>RB068708 - PA</u>	State License # <u>Lic# RS319323 - PA, Lic# RS293111 PA</u>
Company Address <u>300 Willowbrook Lane Suite, West Chester, PA 19382</u>	Direct Phone(s) <u>(484)301-2727</u>
Company Phone <u>(610)436-6500</u>	Cell Phone(s) _____
Company Fax _____	Email <u>team@roundtable.com</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

**DUAL AND/OR DESIGNATED AGENCY**

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

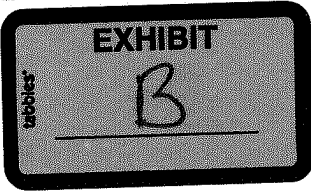
Buyer Initials: CL

Seller Initials: MM LM

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



COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1999



1 **1. By this Agreement, dated October 11, 2019**  
2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**  
4 (A) Purchase Price \$ \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

7 \_\_\_\_\_ U.S. Dollars), to be paid by Buyer as follows:  
8 1. Initial Deposit, within \_\_\_\_\_ days (\$ if not specified) of Execution Date,  
9 if not included with this Agreement: \$ \_\_\_\_\_  
10 2. Additional Deposit within \_\_\_\_\_ days of the Execution Date: \$ \_\_\_\_\_  
11 3. \_\_\_\_\_ \$ \_\_\_\_\_

12 Remaining balances will be paid at settlement.  
13 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer  
14 within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-  
15 sonal check.

16 (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_)  
17 \_\_\_\_\_  
18 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or ter-  
19 mination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of  
20 the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this  
21 Agreement.

22 **3. SELLER ASSIST (If Applicable) (1-10)**  
23 Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward  
24 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is  
25 approved by mortgage lender.

26 **4. SETTLEMENT AND POSSESSION (4-14)**

27 (A) Settlement Date is January 24, 2020, or before if Buyer and Seller agree.

28 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless  
29 Buyer and Seller agree otherwise.  
30 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:  
31 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer  
32 fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will  
33 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

34 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:  
35 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.  
36 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December  
37 31. School tax bills for all other school districts are for the period from July 1 to June 30.

38 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_

39 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_

40 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures  
41 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property  
42 is subject to a lease.

43 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and  
44 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.  
45 Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer  
46 will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this  
47 Agreement.  
48  Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

49 **5. DATES/TIME IS OF THE ESSENCE (1-10)**

50 (A) Written acceptance of all parties will be on or before: October 12, 2019  
51 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the  
52 essence and are binding.

53 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by sign-  
54 ing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding  
55 the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be ini-  
56 tialled and dated.

57 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-  
58 ment of the parties.  
59  
60

61 Buyer Initials: AW

Seller Initials: MM LM  
10/12/19 10/12/19  
12:30 PM EDT 11:46 AM EDT  
dotloop verified dotloop verified

768 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

769 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts  
770 together shall constitute one and the same Agreement of the Parties.

771 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised  
772 to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

773 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all  
774 parties, constitutes acceptance by the parties.

775 CW Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

776 CW Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

777 CW Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)  
778 before signing this Agreement.

779 CW Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has  
780 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

781 BUYER Charles Widge DATE 10/11/19  
Clark's Manor, LLC

782 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

783 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

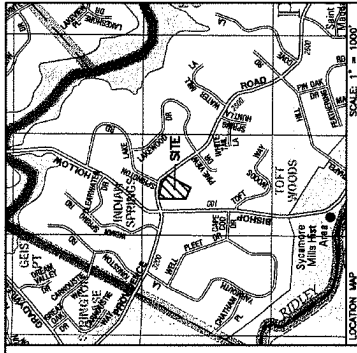
784 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

785 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

786 SELLER Linda McCarthy DATE \_\_\_\_\_  
dotloop verified 10/12/19 11:46 AM EDT NANO-OV37-J6L-U1HP

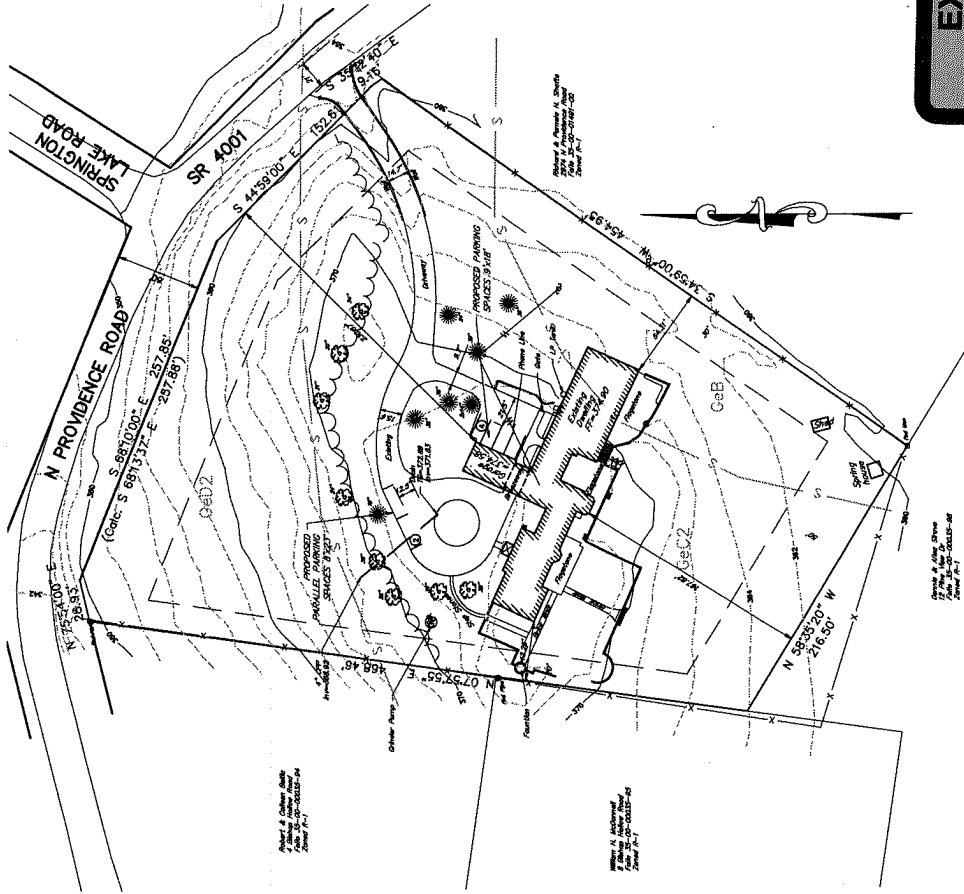
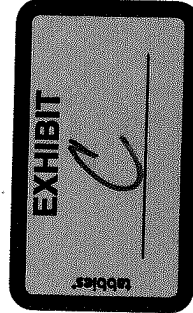
787 SELLER Michael McCarthy DATE \_\_\_\_\_  
dotloop verified 10/12/19 12:30 PM EDT LLRQ-EW8W-PXV2-G9IB

788 SELLER \_\_\_\_\_ DATE \_\_\_\_\_



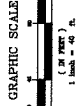
- Applicant is proposing to change the use for the property located at 2378 Providence Rd., Houtman, Upper Merion, PA 19154. The home at house B is to be demolished and replaced with a group home. The home at house B is to be demolished and replaced with a group home.
- GENERAL NOTES:**
1. Top Map No. 35-03-091 BK 894 Pg 971 Existing Lot Area 3,988 Ac.
  2. Zoned R-1
  3. Minimum Lot Size - 1.0 Ac
  4. Minimum Front Yard - 50 ft
  5. Minimum Side Yard - 50 ft
  6. Minimum Rear Yard - 50 ft
  7. Minimum Height - 35 ft
  8. Maximum Coverage - 35%
  9. Boundary and setbacks from field survey by G.D. Houtman & Son, Inc.
  10. Topography shown per LIDAR information obtained from the Pennsylvania Department of Transportation, Harrisburg, PA. The Pennsylvania Department of Transportation, Harrisburg, PA. The Pennsylvania Department of Transportation, Harrisburg, PA.
  11. Data Contours shown per USGS, datum, North American 1983. The Spot Elevation is shown in feet above sea level. The spot elevation is shown in feet above sea level.
  12. Proposed boundary all from 3 to 8 percent slopes, moderately eroded. The proposed boundary all from 3 to 8 percent slopes, moderately eroded.
  13. Existing boundary all from 8 to 15 percent slopes, moderately eroded. The existing boundary all from 8 to 15 percent slopes, moderately eroded.
  14. 2378 is in a 100-year flood zone. The 2378 is in a 100-year flood zone.
  15. Applicant: Clark's Manor, LLC
  16. 30 Conant Avenue, Berwyn, PA 19312
  17. There is no 100-year flood zone shown on the Flood Insurance Rate Map (FIRM), Delaware County, Pa. Flood #3 of 250, Map of Delaware County, Pa. The Flood Insurance Rate Map (FIRM) of Delaware County, Pa. The Flood Insurance Rate Map (FIRM) of Delaware County, Pa.
  18. Prepared by G.D. Houtman & Son, Inc. dated September 10, 1982, last revised August 10, 1982.
  19. Existing Impervious Coverage = 21,000 sf = 13.5%

REQUESTED RELIEF:  
Section 1256.02, Table A - Group Home, a 89 Use, is permitted by Conditioned Use in the R-1 Zoning District



**PARKING ANALYSIS:**

REQUIRED PARKING PER SECTION 1252 TABLE D  
GROUP HOME USE (89)  
RESIDENTS FOR EACH EMPLOYEE, PLUS 1 SPACE FOR EVERY THREE RESIDENTS  
MAXIMUM NUMBER OF EMPLOYEES - 3  
MAXIMUM NUMBER OF RESIDENTS - 9  
REQUIRED PARKING:  
3 EMPLOYEES + 8/3 RESIDENTS = 6 SPACES  
NUMBER OF SPACES PROVIDED - 8 SPACES



THIS PLAN IS THE PROPERTY OF G.D. HOUTMAN & SON, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF G.D. HOUTMAN & SON, INC.



December 16, 2019

**SITE DEVELOPMENT PLAN OF PROPERTY FOR**  
**CLARK'S MANOR, LLC**  
UPPER PROVIDENCE TOWNSHIP  
DELAWARE COUNTY, PA

G.D. HOUTMAN & SON, INC.  
LAND PLANNERS  
14572

**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