REQUEST FOR DEVELOPMENT PROPOSAL (RFP)

SCOTT STREET DEVELOPMENT

RESIDENTIAL (RU) LAND

1609 MEMORIAL AVENUE

WILLIAMSPORT, PA 17701

RFP Issue Date: January 19, 2022

Proposal Due Date: March 11, 2022 at 3:00 PM ET

The City of Williamsport encourages Section 3, Minority, and Women owned Business Enterprises to submit proposals.

Goal of the RFP:

The CITY of Williamsport and Williamsport Redevelopment Authority ("RDA"), together further referred to as "CITY", are seeking developers and/or development teams ("DEVELOPER") for property along Scott Street in the City of Williamsport. Site development proposals are for multiple owner-occupied structure(s). The proposal that is submitted must be for the purchase of a portion of the current parcel as identified within the Tax Map # 70-007-103 section below.

Interested DEVELOPERs should note that there is no CITY commitment to provide funding for renovation, construction or site work for the project.

General Information:

Municipality: City of Williamsport

Address: 1609 Memorial Ave
Williamsport, PA 17701

Tax Map #: 70-007-103

Zoning: Residential RU District. Provides a means for encouraging the development and redevelopment of portions of the city into viable urban areas where a mix of single and multi-family dwellings as well as residentially-related institutional, recreational and commercial activities are provided as a unified project and where development on a parcel-by-parcel basis is not possible. Because this district has been created largely as a tool and because its application will only be occasional, its similarity to a "floating zone" or "spot zone" is recognized; but, at the same time, any intent to create such zones is specifically rejected.

Preferred Reuse: Multi-residential structure(s) with a city neighborhood pocket park.

Sales Price: Please propose a purchase price that allows for a project that is economically viable and meets a "highest and best use" standard.

Primary Contact: August Memmi, Director
Community and Economic Development Department
(570) 327-7577
amemmi@cityofwilliamsport.org

Property Conditions:

The property available for development is comprised of 1 parcel totaling a 1.08-acre area.
DEVELOPERs must submit a proposed site plan that includes a neighborhood pocket park.

The property has an Environmental Covenant Agreement and a Declaration of Easement.

Site Background & History:

Originally located at 1609 Memorial Avenue, the Brodart Building was a former silk textile mill later served as a book binding and furniture factory. Due to environmental contamination, the site underwent an Act 2 Environmental Assessment and remediation. Demolition of the site occurred in 2013. The site consisted of two parcels. Parcel 70-007-103.A contains a 72 residential apartment building known as Memorial Homes. Parcel 70-007-103, located along Scott's Street and it is the intention of the CITY to solicit this site for housing development.

Exhibit A: Tax Parcel Map
Exhibit B: Environmental Covenant Agreement
Exhibit C: Declaration of Easement
Exhibit D: Zoning Ordinance for Residential RU District

General Provisions

1. Right of Refusal: The City reserves the right to either accept or reject any and all proposals received as a result of this Request for Proposal or to negotiate in any manner necessary to serve the best interests of the City.

2. Professional Liability Insurance: The developer team will provide evidence of professional liability insurance to include current limits, deductible, aggregate, and discovery period.

3. Project Reporting: The successful developer must communicate regularly with the CITY regardingthe project's status, impending complications, and proposed solutions. It is the intent of the City to perform a review and approval of the development concepts.

4. The Request for Proposal does not commit the City to pay any costs incurred in the preparation of a response to this RFP or to procure the contract for services.

5. The proposed development must comply with Environmental Covenant Agreement Book 8214, Page 175-188 and Declaration of Easement Book 8214, Page 158 – 174.

6. Development Agreement: Following the selection of the top-rated developer, a formal contractual development agreement for services will be negotiated. If agreement cannot be reached, negotiations will then begin with the next highest rated developer and so forth until an agreement can be reached. The City reserves the right to cease negotiations with any and all developer and to re-bid the project if deemed necessary. The development agreement and service to be rendered will be subject to the approval of the City. Required contract clauses shall be incorporated in the development agreement.

Proposal Selection Schedule:

RFP Issue Date	**January 19, 2022**
Site Tour (Optional)	**By Appointment Only**
RFP Proposal Due Date	**March 11, 2022 @ 3 PM ET**
RFP Proposal Selection Date	**April 8, 2022**
RFP Formal Award Date (Negotiation Dependent)	**May 12 or May 26, 2022 @ 7 PM ET**

The CITY is seeking a DEVELOPER with the capacity and creativity to transform the parcel included in this RFP by following high development standards and presenting a residentially viable project for the area. It is anticipated that the project will include an appropriate scale of development for the area. The DEVELOPER will be expected to coordinate design and construction with the CITY to ensure that the proposed project matches the CITY's revitalization goals.

The CITY's intention is to select a DEVELOPER and proposal with the highest quality plan(s) to provide exclusive negotiation period which would enable the parties to undertake proper due diligence and establish a firm development schedule.

Disposition Process:

The CITY will sell this property through a disposition process. During this process, the DEVELOPER must show that all funds needed for the fully-realized project are available at the time of closing. Other

requirements may be imposed by the CITY to ensure that the property will be developed; including, verifying all costs associated with construction, and that the drawings depict a project which can be permitted as intended, and the intended DEVELOPER receives formal approval for the subdivision and land development plans. The CITY will not close on the property until all the terms of the disposition process are fulfilled.

The RFP selection process may include input from community representatives and the selected DEVELOPER may be required to present their proposed plans as part of the process. If your project is a finalist for the CITY's consideration, more information will be given as to opportunities to meet the appropriate authorities and present the project.

The CITY's respective Boards must approve any and all DEVELOPERs who purchase the property.

Proposal Structure:

These requirements are designed to establish a DEVELOPER's overall capacity to complete this project and to meet the requirements and obligations associated with the land.

1. Project Narrative
    a. Description of development plan for the selected parcel including use, number of parcels (for residential);
    b. Explanation of ownership entity (single owner, partnership, LLC);
    c. Prospective development timeline including major milestones (No more than two years for total development);
    d. Discussion of lot size; what variances will be sought and what parking is required by zoning and to meet residential developments; and
    e. Schematic drawing of proposed project, including site plan and elevations.
    f. Certify that the developer and any of its team members, and any of its subcontractors, are not on the Comptroller General's List of Ineligible Bidders.

2. Relevant Development Experience (Preferably within the city limits)
    a. Include brief description of similar projects (date, location, concept);
    b. Other similar projects currently under development;
    c. Photographs of projects;
    d. Description and role of development entity;
    e. References - strong references include banks, municipal entities, co-developers, and press clippings that include project narratives to describe previous work; and
    f. Detailed description of how the DEVELOPER will engage the community to the fullest extent for this project.

3. Financial Capacity
    a. Detailed description of ability to finance the costs associated with project and including financial spreadsheet;
    b. Identify the people or entities in the proposed development team, including any and

all joint venture, general or limited partners, and respective percentages of interest;

c. Role of each development partner in the implementation of the development plan with project schedule; and

d. Explanation of the DEVELOPER's previous experience in attracting equity investors.

4. Budgets
   a. Preliminary development budget listing proposed sources and uses, including acquisition costs (use attached form 'Exhibit B'), and indicate gaps if any; and

   b. Prospective construction budget.

5. Include proposed acquisition price

6. Include tax generation estimates

Responses should be limited to 11 pages plus exhibits. Five (5) paper copies plus one (1) electronic version or flash drive containing one (1) PDF file should be sent to:

August Memmi, Director
Community & Economic Development
Trade and Transit 1, Third Floor
100 West 3rd Street
Williamsport, PA 17701
ammemmi@cityofwilliamsport.org

All responses should include the attached RFP Summary Page ('Exhibit E') as the cover page. This page should be fully completed by the DEVELOPER. **ALL RESPONSES MUST BERECEIVED BY March 11th at 3:00 PM ET FOR CONSIDERATION and late responses will not be reviewed**.

All information submitted including attachments, supplementary materials, addenda, etc. will not be returned.

Selection Criteria:

A DEVELOPER will be selected based on, but not limited to, the following criteria:

a. Proposed development and investment
   - Quality and acceptability of the proposal (15 points)

   - Quality of the proposed technical approach, adherence to the design standards that include incorporating the character of the neighborhood, innovation in addressing potential adverse impacts created by the proposed development, and compliance with zoning, environmental covenant, and deed restrictions (15 points)

   - Proposed quantitative construction and operational costs of the project, a project schedule, and Statement of Probable construction. Costs should include brake down of phases such as site preparation, facility construction, etc. (15 points)

- Tax generation potential (I.E. Property, Income, etc.) (10 points)

b. Experience
   - Prior experience and performance of the developer team with projects of a similar type, scale and complexity (15 points)
   - The development team's demonstrated history of effective schedule and budget management for projects of a similar scale and complexity. Also, the level of commitment and responsibilities of key personnel and the percentage of time they will spend on the project. (10 points)
   - Professional qualifications and overall experience of individuals assigned to the project (10 points)

c. Capacity to attract and secure financing (10 points)

d. Proposed property acquisition price (10 points)

A DEVELOPER will be recommended to the CITY Boards and Council based on the overall quality of the proposed project. Any proposal to acquire and hold the land with subsequent construction activities to occur only when and if it is successfully awarded. The evaluation of the DEVELOPER's qualifications, experience and capacity will be based upon information in the proposal submitted by the DEVELOPER, interviews, investigation of projects completed by the DEVELOPER, assessment of performance in previous undertakings, and other pertinent factors. The CITY will follow the disposition process which includes significant design review and construction oversight.

To ensure receipt of any addenda to the RFP, please email August Memmi for inclusion on the list at amemmi@cityofwilliamsport.org.

The CITY Boards and Council must approve any and all DEVELOPERs who purchase the subject property. The CITY also reserves the right to reject any and all submissions.

Legal Information:

The CITY shall have the right to verify the accuracy of all information submitted and to make such investigation as it deems necessary to determine the ability of a prospective DEVELOPER(s) to perform the obligations in the response.

1. Inspection of Parcel: DEVELOPERs shall be given an opportunity to inspect the property and the title to the property, among other things. If the DEVELOPER is selected and elects to proceed after exercising its due diligence, it shall acquire or take possession of the parcel in "AS-IS WHERE IS" CONDITION, unless otherwise agreed to by the CITY in its discretion, in a Disposition Agreement.

2. Building Permits, Zoning Variances and Financial Viability: The sale of the property will not occur until the subdivision and land development process is complete by the DEVELOPER. The sale of the property no way guarantees or warrants grading permits, building permits, zoning variances, or financial viability. The CITY reserves the right to refuse to sell the

property until a DEVELOPER is able to obtain all necessary financing and permits.

3. Disclaimer of Liability: DEVELOPER(s) acknowledges by submitting information and proposals to the CITY that the CITY does not undertake any obligations, and shall have no liability with respect to the development program, this RFP, and responses thereto, nor with respect to any matters related to any submission by DEVELOPER(s).

4. The DEVELOPER, for itself and its employees, contractors, and primary subcontractors, agrees not to discriminate against or segregate any person or group of persons on any unlawful basis in the construction, sale, transfer, use, occupancy, tenure or enjoyment of the property or any improvements erected or to be erected thereon, or any part thereof.

5. The CITY shall be the sole judge as to which proposals best meet the selection criteria. Notwithstanding anything in this RFP to the contrary, CITY reserves the right to reject any or all proposals received, to waive any submission requirements contained within this RFP, and to waive any irregularities in any submitted proposal.

6. Upon receipt of written acceptance of the proposal by the CITY to the DEVELOPER, the DEVELOPER will, within thirty (30) days, submit a binding letter of intent to the City. The binding letter of intent shall be submitted with a non- refundable certified check for $5,000. Also, the binding letter of intent will identify the buyer and detail that the sales agreement is non-assignable to any other party. The binding letter of intent will specify the total project cost and the amount to be paid to the CITY at time of closing, as well as outline any and all contingencies the DEVELOPER requires to be incorporated into the disposition agreement.

7. Upon receipt and acceptance of the binding letter of intent, the CITY will provide to the selected DEVELOPER within 30 days a disposition agreement. The disposition agreement will contain the following terms between the CITY and the DEVELOPER;

Specify the property being sold is in an AS-IS WHERE-IS condition with no representations and warranties.

Will detail a closing date within one hundred twenty (120) days of the execution by the CITY and buyer.

The deed to be conveyed will be a quit claim deed, and the quit claim deed will containa right of reversion clause that the DEVELOPER must initiate the physical development of the property in accordance with the terms of its proposal within one year (1) of the transfer of the deed. If DEVELOPER fails to develop the property in accordance with the development proposal accepted by the CITY, the CITY may exercise its right of reversion.

Settlement will be held in **Williamsport**, Pennsylvania. Settlement will be held within one hundred twenty (120) days. If settlement is not completed by this date, either party will then have the right to declare time to be of the essence by giving notice to the other party. The notice will state that time is of the essence and will fix the time, date and place of settlement. The date fixed may not be earlier than 15 days or later than 30 days following the effective date of giving such notice.

If the disposition agreement is acceptable to the DEVELOPER, DEVELOPER and the CITY will both execute said disposition agreement, and at which time DEVELOPER will

tender to the CITY a certified check in the amount of 10% of the agreed upon purchase price.

Taxes. DEVELOPER will address the real estate taxes and any transfer taxes associated with the Property.

Possession. Possession of the Property will be delivered to the DEVELOPER on the date of settlement.

Risk of Loss; Insurance. No representations. The CITY is transferring this property on an "AS-IS WHERE-IS" basis and makes no representations as to the condition of the property. The property is a remediated brownfield with environmental covenant. More information can be found in Exhibit (B). The DEVELOPER takes responsibility for any title defects.

Eminent Domain; Buyer's Option. If any part of the Property is taken by eminent domain before settlement, the CITY will notify the DEVELOPER of the taking within 5 days but not later than the date of the settlement. The DEVELOPER will have the option to: (A) terminate this Agreement and upon termination the transaction fee will be returned immediately to Buyer after which the parties will be relieved of all obligations in this Agreement; or (B) proceed with this Agreement and pay the balance of the purchase price, and the CITY will assign to the DEVELOPER the award, if any, to which the CITY may be entitled. To exercise this option, the DEVELOPER will give notice to the CITY before settlement. If DEVELOPER fails to give the notice, DEVELOPER will be conclusively deemed to have chosen option (B).

Municipal Improvements. DEVELOPER will be responsible for any municipal claim against the property, no matter whether the Ordinance or Resolution authorizing said improvements was adopted prior to the date of this Agreement, on the date of this Agreement, or after the date of this Agreement.

Default.

A. By DEVELOPER: If DEVELOPER defaults, Seller may (1) agree to retain the deposit money as liquidated damages, as the parties agree that the amount of the transaction fee is a reasonable settlement of the CITY's damages and is not a penalty; (2) recover for out-of-pocket costs related to this Agreement; (3) recover for loss of bargain, which right is preserved by the CITY; or (4) make a claim against the DEVELOPER for specific performance.

B. By the CITY: If the CITY defaults, DEVELOPER's remedy is limited to rescinding this Agreement, in which case the CITY will cause to be paid to DEVELOPER the transaction fee, and the DEVELOPER can make a claim for out-of-pocket costs, limited to title examination fees, and inspection costs. Buyer specifically waive any claims for loss of bargain and specific performance or any other damages known or unknown.

Zoning and other Ordinances. The CITY makes no representations as to whether the property is in compliance with that Zoning Classification or whether there are notices of uncorrected violations of housing, building safety, or other fire ordinances.

Inspection of Property. DEVELOPER acknowledges that they inspected the Property and have done all of their due diligence before closing on the Property. DEVELOPER is relying only on the inspection of the Property made by the DEVELOPER and are not relying on any oral statement concerning the physical condition of the Property made by the CITY representatives or agents or any written statement concerning the physical condition of the Property given to DEVELOPER by the CITY except for written statements contained in this Agreement. Said lot(s) are vacant as of the purchase time of the property.

Additional Provisions to be included in the Quitclaim Deed:

A. Unless DEVELOPER receives the CITY written consent, DEVELOPER, and their successors-in-interest agree not to sell, subdivide, or partition the real estate for five (5) years after the date of settlement. If DEVELOPER, or their successors-in-interest do sell, subdivide, or partition the real estate within five (5) years after the date of settlement, without the CITY's prior written consent, the real estate will revert to the CITY, or its successor-in-interest.

B. The DEVELOPER, and their successors-in-interest, must maintain structure(s) and units of living as owner-occupied homeownership and primary residence and must be included in deed and/or other property conveyance.

C. The DEVELOPER, and their successors-in-interest, agree that after closing, the real estate shall be subject to all real estate taxes, including local, school, and county for at least five (5) years after the date of settlement or for the entire period during which the DEVELOPER named herein own the property.

D. The DEVELOPER and their successors-in-interest agree not to file a tax assessment appeal or claim any tax exemption on the real estate for at least five (5) years after the date of settlement or for so long as the current DEVELOPER owns the real estate, whichever is longer. If DEVELOPER, or their successors-in-interest, file a tax assessment appeal or claim any tax exemption on the real estate in violation of this Subparagraph, the real estate will revert to the CITY.

E. Unless the DEVELOPER receives the CITY's written consent, DEVELOPER, and its successors-in-interest, agree that all Tax Parcels must remain a separate parcel number and may not be combined with any other Tax Parcel for five (5) years after the date of settlement. If DEVELOPER, or their successors-in-interest combine this parcel with each other or with other Tax Parcels within five (5) years after the date of settlement without the CITY's prior written consent, the real estate will revert to the CITY, or its successor-in-interest.

F. As a condition of transfer, should the transferee require one or all of the reversionary requirements to be waived, a fee equal to 7% for non-owner occupied residential, multi- residential, commercial and/or industrial, will be assessed to the fair market value of the properties.

G. DEVELOPER agrees that the closing agent will be Casale & Bonner PC located at 331 Elmira Street, Williamsport, PA 17701.

Notices to Parties. Any notice given by DEVELOPER to the CITY or by the CITY to DEVELOPER will be in writing. Any notices will be delivered either in the manner provided by law for the service of process in equity or by certified or registered mail to the receiving party at the address for the receiving party which appears on the first page of this Agreement. Any mailed notice will be deemed delivered to the receiving party on the fifth business day after mailing occurs.

Covenant not to Record. DEVELOPER will not record the binding letter of intent or the disposition agreement, and any recording of these Agreements by DEVELOPER will constitute a default by DEVELOPER under this Agreement.

Binding Effect. DEVELOPER and the CITY intend to be legally bound by this Agreement. All of its terms and conditions will extend to and be binding upon the parties to this Agreement and, with the exception of, upon their respective heirs, executors, administrators, personal representatives, successors and assigns.

8. The CITY will have thirty (30) days to review the binding letter of intent and either accept or reject it. If rejected the DEVELOPER will have seven (7) days to submit a new binding letter of intent with a counter offer. The CITY will then have seven days (7) to accept or reject the binding letter of intent. If the CITY rejects the binding letter of intent, then the deposit monies will be returned.

9. If the CITY accepts the binding letter of intent, then the deposit monies will be nonrefundable and the CITY must prepare a disposition agreement in accordance with the binding letter of intent terms. The disposition agreement must be submitted within thirty (30) days of the binding letter of intent.

Attached Exhibits:

- Exhibit A: Tax Parcel Map
- Exhibit B: Environmental Covenant Agreement
- Exhibit C: Declaration of Easement
- Exhibit D: Zoning Ordinance for Residential RU District
- Exhibit E: RFP Summary Page
- Exhibit F: Sources and Uses Budget

Exhibit A:
Tax Parcel Map

Web App Builder for ArcGIS

12/22/2021, 4:33:27 PM

Parcels

Municipal Boundaries

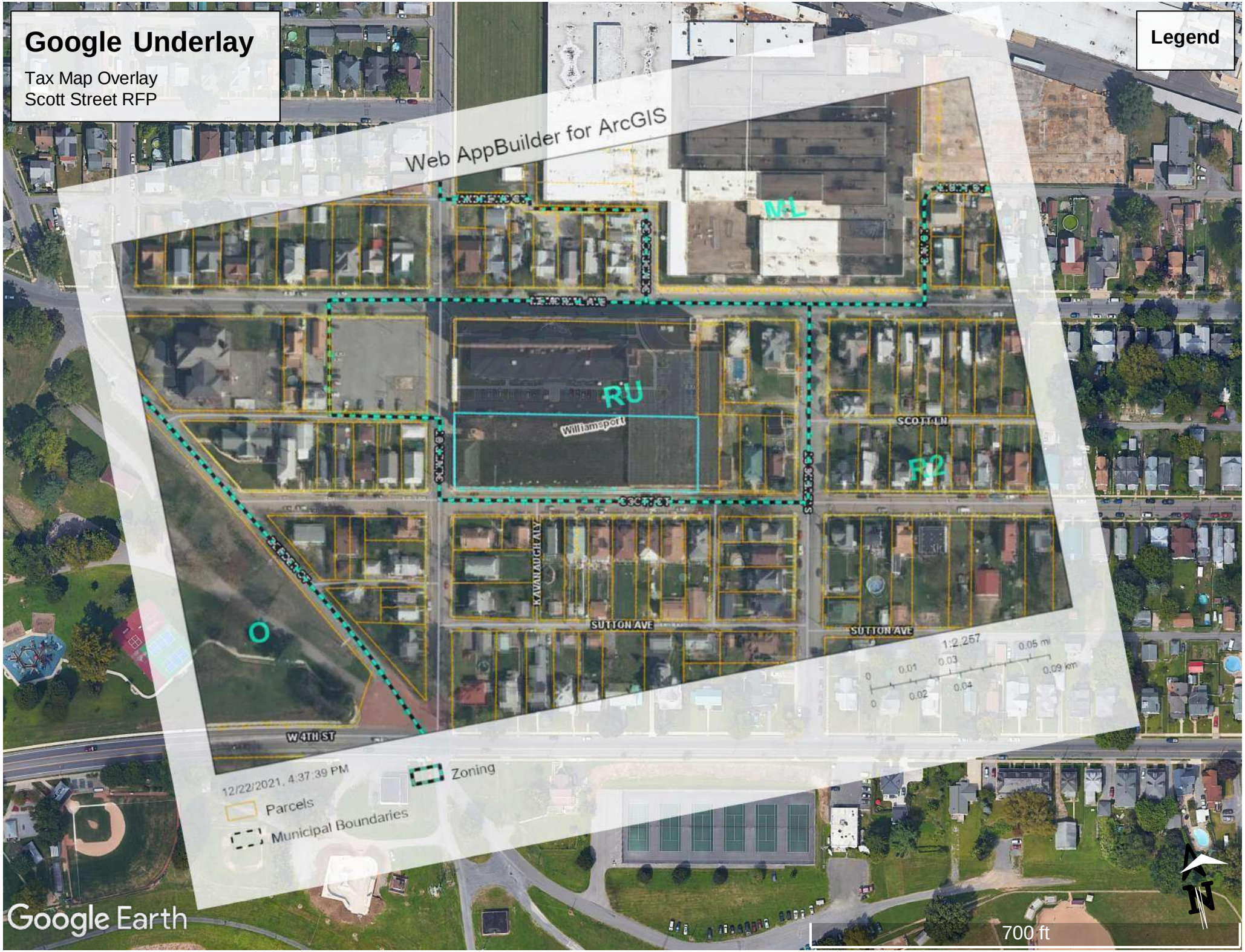
1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.09 km

Google Underlay

Tax Map Overlay
Scott Street RFP



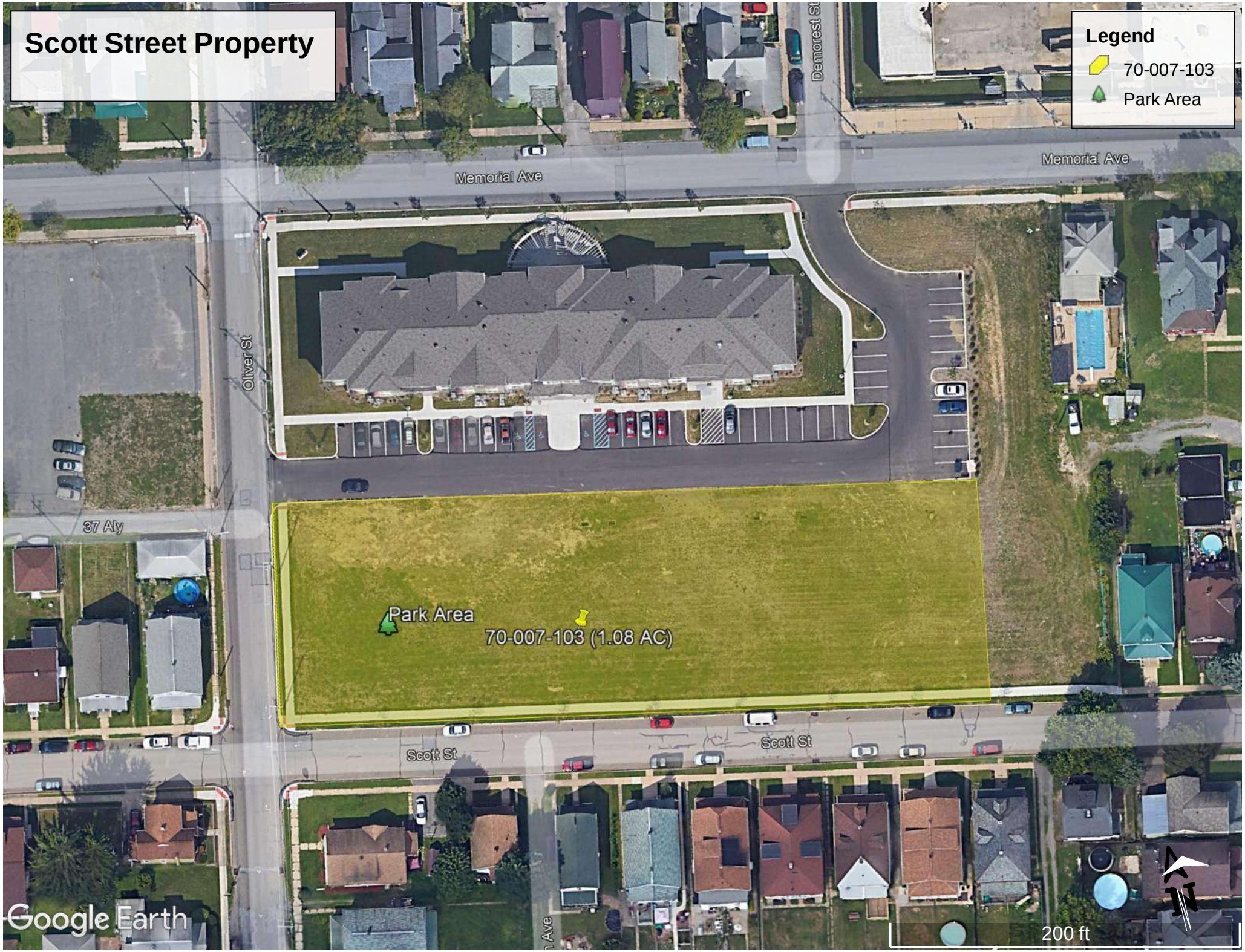

Scott Street Property
Legend
70-007-103
Park Area
Memorial Ave
Memorial Ave
Demorest St
Oliver St
37 Aly
Park Area
70-007-103 (1.08 AC)
Scott St
Scott St
Google Earth
200 ft
N

Exhibit B:
Environmental
Covenant Agreement

Instrument 201300020877 OR book 8214 Page 175

Environmental Covenant

When recorded, return to:
John Grado, Redevelopment Authority of the City of Williamsport
245 West Fourth St., Williamsport, PA 17701

The County Parcel Identification No. of the Property is: 70-07-100 and 70-07-103
GRANTOR: Redevelopment Authority of the City of Williamsport
PROPERTY ADDRESS: 1609 Memorial Ave., Williamsport, PA 17701

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. **Property affected**. The property affected (Brodart) by this Environmental Covenant is located in the City of Williamsport, Lycoming County.

The postal street address of the Property is: 1609 Memorial Ave., Williamsport, PA 17701.
The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Lat. 41 14' 30.85" Long. 77 02' 27.82"
The Property has been known by the following name(s): Brodart, Brodart Warehouse
PADEP Tank Facility ID#: NA
DEP Primary Facility ID# is: 752105

A complete description as indicated on the deed dated April 30, 2013, Deed Book 7974, Pages 297-300 is attached to this Environmental Covenant as Exhibit A. A map of the Property prepared by Daniel Vassallo dated December 16, 2013 is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner / GRANTOR / GRANTEE**. The Redevelopment Authority of the City of Williamsport is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is: 245 West Fourth Street, Williamsport, PA 17701.

RECORDER OF DEEDS
ANNABEL MILLER
2013 DEC 23 P 04:42
LYCOMING COUNTY
FILED

201300020877
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER, REGISTER & RECORDER
12-23-2013 At 04:42 pm.
MISC 38.50
OR book 8214 Page 175 - 188

4. **Description of Contamination & Remedy**.

The Former Brodart Warehouse Property (Site) has been remediated pursuant to the Pennsylvania Land Recycling and Environmental Remediation Standard Act (Act 2) and associated regulations to meet the Act 2 Site Specific Remediation Standard for a residential land use as defined by Act 2. The following documents have been submitted to and approved by the Department:

1) Notice of Intent to Remediate (NIR) – March 20, 2012

2) Remedial Investigation Report (RIR) dated May 18, 2012 and approved by PADEP June 20, 2012

3) Risk Assessment (RA) dated June 20, 2012 and approved by PADEP August 22, 2012;

4) Cleanup Plan (Plan) dated July 30, 2012 and approved by PADEP September 13, 2013.

5) Cleanup Plan Revised Section 5 "Preliminary Post Remediation Care Plan" dated December 10, 2012. PADEP concurred via a letter dated December 14, 2012.

6) Act 2 Final Report approved December 20, 2013.

The results of the RIR indicated that soils in certain areas of the Site contained benzo(a)pyrene, arsenic, cobalt, lead and selenium in concentrations above the Act 2 Residential Used Aquifer Statewide Health Soil Medium Specific Concentrations (MSC). Furthermore, the RIR results indicated that groundwater beneath the eastern portion of the Site contained the volatile organic compounds (VOCs) trichloroethene (TCE) and methylene chloride along with the metals manganese and thallium in concentrations above the Act 2 Residential Used Aquifer Statewide Health Groundwater MSCs. No definable source of impact to soils was identified during the RIR and it was attributed to historical industrial activities. The source of VOCs in groundwater was attributed to a hydraulically upgradient source referred to as the Lycoming Engines Facility that is currently being remediated and is on the US EPA National Priority List.

As a result of these findings a RA was prepared that concluded the constituents identified in the RIR represented an unacceptable risk to future site residents if left unmitigated. As a result the Cleanup Plan was prepared to mitigate the risk. The Cleanup Plan was implemented between August 2013 and November 2013 that included the following:

1) Excavation of 1,931 cubic yards of impacted soils and certain brick material containing concentrations exceeding the Act 2 Statewide Health Residential MSC and backfilling those areas with unimpacted site soils, or other clean fill (including crushed brick from on-site);
2) Placement of those soils in existing basement areas;
3) Cover the impacted soils with 1) unimpacted Site soil from the site or other clean fill (including crushed brick from on-site) such that the impacted soil is between

2 - 4 feet below the final site grade, or; 2) Hard surfaces such as asphalt or structures.

Exhibit B shows the location of the areas where impacted soils were excavated and deposited on Site.

5. **Activity & Use Limitations**. The Property is subject to the following activity and use limitations, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

a) The groundwater beneath the Site shall not be used for any purpose
b) Subsurface structures such as basements shall not be constructed on Site
c) Residences shall be constructed with vapor mitigation measures.
d) The cover system shall be maintained as described in the Final Report Post Remediation Care Plan.

6. **Notice of Limitations in Future Conveyances**. Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting**. After written request by the Department following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department, written documentation of: noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

8. **Access by the Department**. In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording & Proof & Notification**. Within 30 days after the date of the Department's approval of this Environmental Covenant, the Redevelopment Authority of the City of Williamsport shall file this Environmental Covenant with the Recorder of Deeds for Lycoming County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recording. Within that time period, the Redevelopment Authority of the City of Williamsport also shall send a file-stamped copy to each of the following: City of Williamsport and County of Lycoming; each person holding a recorded interest in the Property and each person in possession of the Property.

10. **Termination or Modification**.

(a) This Environmental Covenant may only be terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this Paragraph.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026. 101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the Department.

11. **Department's address**. Communications with the Department regarding this Environmental Covenant shall be sent to: Mr. Ted Loy, Regional Environmental Cleanup Manager, PADEP, 208 West Third St.,Williamsport, PA 17701

12. **Severability**. The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

Redevelopment Authority of the City of Williamsport
("Grantor" and "Grantee")

Date:

By: Phillip E. Preziosi
Name: Phillip Preziosi
Title: Chairman

APPROVED, by Commonwealth of Pennsylvania,
Department of ~~Environmental~~ Protection

Date:

By: Ted E. Loy
Name: Ted Loy
Title: Environment Program Manager
Northcentral Regional Office

COMMONWEALTH OF PENNSYLVANIA)[other state, if executed outside PA]
)
COUNTY OF Lycoming) SS:

On this 20 day of December, 2013 before me, the undersigned officer, personally appeared Phillip Peters [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENNIS E NEECE JR
Notary Public
WILLIAMSPORT CITY, LYCOMING CNTY
My Commission Expires Apr 14, 2017

Dennis E Neece Jr
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Lycoming) SS:

On this 20 day of December, 2013 before me, the undersigned officer, personally appeared Ted Loy, who acknowledged himself/herself to be the Environment Program Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northcentral [insert name of regional office], whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENNIS E NEECE JR
Notary Public
WILLIAMSPORT CITY, LYCOMING CNTY
My Commission Expires Apr 14, 2017

Dennis E Neece Jr
Notary Public

THIS INDENTURE,

Made the 30th day of April in the year two thousand thirteen (2013)

BETWEEN BRODART CO., a New York general partnership, and having a place of business at 500 Arch Street, Williamsport, Lycoming County, Pennsylvania, Party of the First Part, **GRANTOR**

AND

REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, having a place of business at 245 West Fourth Street, Williamsport, Lycoming County, Pennsylvania, Party of the Second Part, **GRANTEE,**

WITNESSETH, That in consideration of One Dollar and 00 Cents ------- ($1.00) ------ unto it well and truly paid by the said Party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Grantor has granted, bargained, sold, aliened, enfeoffed, released conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, its successors and assigns, forever:

PARCEL NO. 1:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected situate in the 10th Ward of the City of Williamsport, Lycoming County, Commonwealth of Pennsylvania, and more particularly described in a survey prepared by Daniel F. Vassallo, R.S., dated May 9, 1983; as follows, to wit:

BEGINNING at an iron pin on the Southern line of Memorial Avenue, said beginning point being North 67 degrees 30 minutes West, 110.50 feet from an existing iron pipe at the intersection of the Southern line of said Memorial Avenue and the Western line of Stevens Street; thence from the said place of beginning and along the Western line of land now or formerly of John H. and Bertha E. Dieffenbach, also along the Western end of a vacated alley (closed on May 28, 1935), by Council Bill No. 505, South 22 degrees 32 minutes West, 146.00 feet to an iron pin; thence along the Southern line of said vacated alley, South 67 degrees 34 minutes East, 26.00 feet to an existing fence post; thence along the Western line of land now or formerly of Vera J. Bair, single, South 22 degrees 32 minutes West, 126.00 feet to an existing

cCORMICK LAW FIRM
835 W. FOURTH ST.
WILLIAMSPORT, PA.

fence post on the Northern line of Scott Street; thence along the Northern line of said Scott Street, North 67 degrees 34 minutes West, 464.00 feet to an iron pin at the intersection of the Northern line of said Scott Street and the Eastern line of Oliver Street; thence along the Eastern line of said Oliver Street, North 22 degrees 37 minutes East, 272.50 feet to a drill hole at the intersection of the Eastern line of said Oliver Street and the Southern line of the aforesaid Memorial Avenue; thence along the Southern line of said Memorial Avenue, South 67 degrees 30 minutes East, 437.60 feet to the place of beginning. CONTAINING 2.811 acres.

PARCEL NO. 2:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected situate in the 10th Ward of the City of Williamsport, Lycoming County, Commonwealth of Pennsylvania, and more particularly described in a survey prepared by Daniel F. Vassallo, R.S., dated May 9, 1983, as follows, to-wit:

BEGINNING at an iron pin at the intersection of the Southern line of Memorial Avenue and the Western line of Oliver Street; thence from said place of beginning and along the Western line of Oliver Street, South 22 degrees 37 minutes West, 150.00 feet to an iron pin at the intersection of the Western line of said Oliver Street and the Northern line of an alley; thence along the Northern line of said alley, North 67 degrees 30 minutes West, 160.00 feet to an iron pin and existing angle iron; thence along the Eastern line of land now or formerly of Phillip Marchioni, North 22 degrees 37 minutes East, 150.00 feet to an iron pin on the southern line of the aforesaid Memorial Avenue; thence along the Southern line of the aforesaid Memorial Avenue, South 67 degrees 30 minutes East, 160.0 feet to the place of beginning. CONTAINING 0.551 acre.

BEING a portion of the same premises granted and conveyed unto Brodart Co., a New York general partnership by deed of Corporate Property Associates 4, a California limited partnership, dated August 26, 2008 and recorded in Lycoming County Record Book 6442, Page 120.

The actual consideration is $1.00, the balance of the fair market value is a gift/donation to the Grantee.

FOR IDENTIFICATION PURPOSES ONLY, being known as Tax Parcel Nos. 70-007-103 and 70-012-100 in the Office of the Lycoming County Tax Assessor.

AND the Grantor does hereby warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be signed by its duly authorized officer the day and year first above written.

ATTEST:

BRODART CO.

Joseph Largen, President

McCORMICK LAW FIRM
835 W. FOURTH ST.
WILLIAMSPORT, PA.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA)
:s.
COUNTY OF LYCOMING)

I hereby certify that on this 30TH day of April, 2013, before me, the subscriber, a Notary Public, in and for said Commonwealth and County, personally appeared Joseph Largen who acknowledged himself/herself to be the President of Brodart Co., the foregoing company, and that as such, he, being authorized by such corporation to do so, executed the foregoing deed for the purposes therein contained by signing his name thereon as such.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year aforesaid.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cheryl A. Anello, Notary Public
Hepburn Twp., Lycoming County
My Commission Expires Dec. 20, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Cheryl A. Anello
Notary Public

I hereby certify that the precise address of the Grantee herein is as follows:

245 West Fourth Street
Williamsport, PA 17701

Attorney for Grantee

COMMONWEALTH OF PENNSYLVANIA)
: ss.
COUNTY OF LYCOMING)

RECORDED on this ___ day of _____2013, in the Recorder's Office of said County in Record Book _____, Page _____.

Given under my hand and seal of the said office the date above written.

Recorder

McCORMICK LAW FIRM
835 W. FOURTH ST.
WILLIAMSPORT, PA.

EXHIBIT A

Receipt # 313512 Port 5
Date : 04-30-2013 Time 04:32 pm.
Issued By : Ashley

ANNABEL MILLER
REGISTER & RECORDER
LYCOMING COUNTY

Issued To:

MCMERMEY PAGE
BROOART CO
REDEVELOPMENT AUTH WMSPT

Inst No.	Type	Description	TOTAL
201300007005	DEED	DEED	72.50
		book 7974 Page 297- 300	
		52.50 Recording	
		20.00 UPI	

Itemized Check Listing:

Check	Check No.	Amount
1	321580	72.50

Amount Due	$	72.50
- Amount Charged	$	.00
- Paid by Check	$	72.50
- Paid by Cash :	$	.00
= Change	$	.00

THANK YOU! ANNABEL MILLER
LYCOMING COUNTY PA

EXHIBIT A

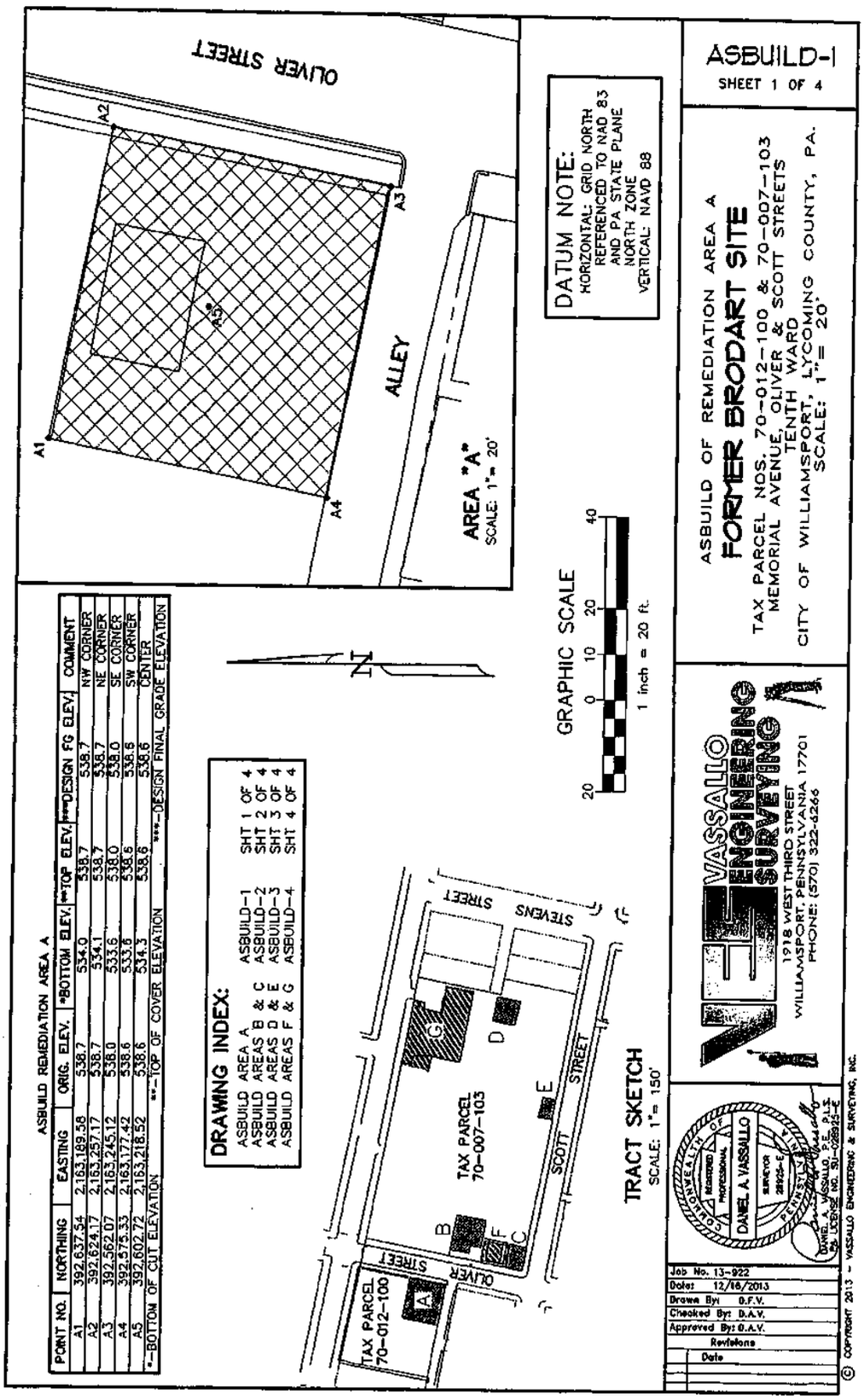

ASBUILD-1
SHEET 1 OF 4
ASBUILD OF REMEDIATION AREA A
FORMER BRODART SITE
TAX PARCEL NOS. 70-012-100 & 70-007-103
MEMORIAL AVENUE, OLIVER & SCOTT STREETS
TENTH WARD
CITY OF WILLIAMSPORT, LYCOMING COUNTY, PA.
SCALE: 1"= 20'
DATUM NOTE:
HORIZONTAL: GRID NORTH REFERENCED TO NAD 83 AND PA STATE PLANE NORTH ZONE
VERTICAL: NAVD 88
OLIVER STREET
ALLEY
AREA "A"
SCALE: 1"= 20'
A1
A2
A3
A4
A5
ASBUILD REMEDIATION AREA A
POINT NO. | NORTHING | EASTING | ORIG. ELEV. | *BOTTOM ELEV. | **TOP ELEV. | ***DESIGN FG ELEV. | COMMENT
A1 | 392,637.54 | 2,163,189.58 | 536.7 | 534.0 | 538.7 | 538.7 | NW CORNER
A2 | 392,624.17 | 2,163,257.17 | 536.7 | 534.1 | 538.7 | 538.7 | NE CORNER
A3 | 392,562.07 | 2,163,245.12 | 536.0 | 533.6 | 538.0 | 538.0 | SE CORNER
A4 | 392,575.33 | 2,163,177.42 | 536.6 | 533.8 | 538.6 | 538.6 | SW CORNER
A5 | 392,602.72 | 2,163,218.52 | 536.6 | 534.3 | 538.6 | 538.6 | CENTER
*-BOTTOM OF CUT ELEVATION **-TOP OF COVER ELEVATION ***-DESIGN FINAL GRADE ELEVATION
DRAWING INDEX:
ASBUILD AREA A ASBUILD-1 SHT 1 OF 4
ASBUILD AREAS B & C ASBUILD-2 SHT 2 OF 4
ASBUILD AREAS D & E ASBUILD-3 SHT 3 OF 4
ASBUILD AREAS F & G ASBUILD-4 SHT 4 OF 4
GRAPHIC SCALE
20 0 10 20 40
1 inch = 20 ft.
TRACT SKETCH
SCALE: 1"= 150'
STEVENS STREET
SCOTT STREET
OLIVER STREET
TAX PARCEL 70-007-103
TAX PARCEL 70-012-100
A
B
C
D
E
F
G
VASSALLO ENGINEERING & SURVEYING
1918 WEST THIRD STREET
WILLIAMSPORT, PENNSYLVANIA 17701
PHONE: (570) 322-4266
DANIEL A. VASSALLO
SENIOR
28925-E
PROFESSIONAL
PENNSYLVANIA
DANIEL A. VASSALLO, P.E., P.L.S.
PA LICENSE NO. SU-028942-E
Job No. 13-922
Date: 12/16/2013
Drawn By: D.F.V.
Checked By: D.A.V.
Approved By: D.A.V.
Revisions
Date
© COPYRIGHT 2013 - VASSALLO ENGINEERING & SURVEYING, INC.

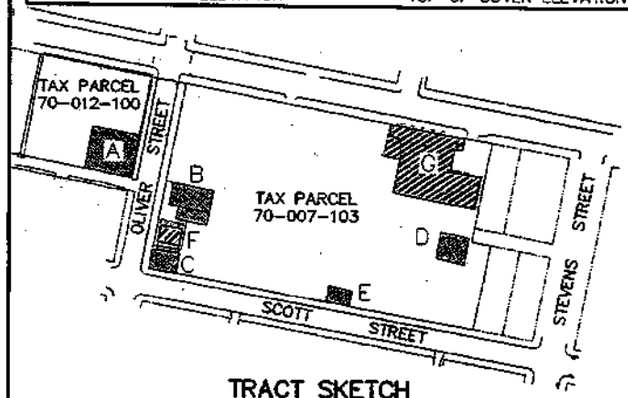
EXHIBIT B

EXHIBIT B

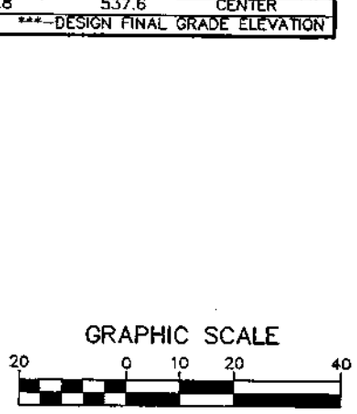
ASBUILD REMEDIATION AREAS B & C

POINT NO.	NORTHING	EASTING	ORIG. ELEV.	*BOTTOM ELEV.	**TOP ELEV.	***DESIGN FG ELEV.	COMMENT
B1	392,555.94	2,163,302.98	535.3	533.9	537.7	538.5	NW CORNER
B2	392,544.54	2,163,360.29	535.3	534.3	537.6	538.5	NE CORNER
B3	392,512.81	2,163,353.79	535.3	533.9	537.8	538.0	E CORNER
B4	392,495.34	2,163,350.91	538.8	533.8	539.8	538.0	SE CORNER
B5	392,503.85	2,163,306.82	538.8	533.9	537.9	538.0	SW CORNER
B6	392,521.84	2,163,310.20	535.3	534.3	538.0	538.3	SW CORNER
B7	392,524.12	2,163,297.35	535.3	533.9	537.8	538.5	W CORNER
B8	392,525.05	2,163,331.03	535.3	534.3	538.2	538.3	CENTER
C1	392,460.85	2,163,274.43	537.9	533.6	538.0	538.0	NW CORNER
C2	392,455.22	2,163,313.28	537.9	533.8	537.8	537.7	NE CORNER
C3	392,426.59	2,163,307.55	537.9	533.0	537.7	537.5	SE CORNER
C4	392,433.56	2,163,269.45	537.9	533.0	537.8	537.5	SW CORNER
C5	392,444.25	2,163,290.06	537.9	533.1	537.8	537.6	CENTER

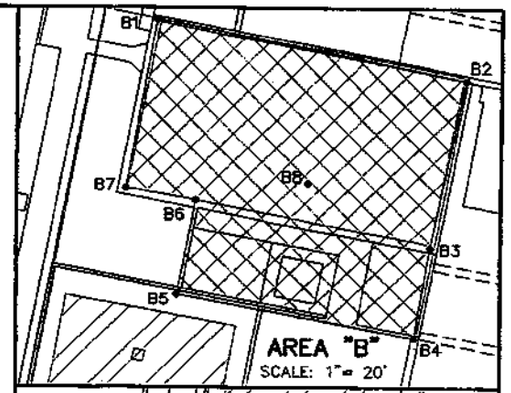
*-BOTTOM OF CUT ELEVATION **-TOP OF COVER ELEVATION ***-DESIGN FINAL GRADE ELEVATION

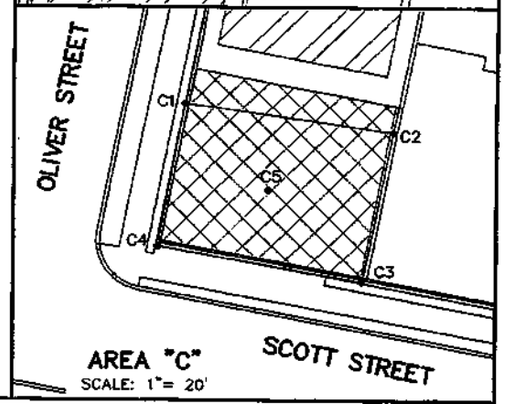


TRACT SKETCH
SCALE: 1"= 150'



GRAPHIC SCALE
20 0 10 20 40
1 inch = 20 ft.





Revisions
Date
Approved By: D.A.V.
Checked By: D.A.V.
Drawn By: B.F.W.
Date: 12/18/2013
Job No. 13-922

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
DANIEL A. VASSALLO
SURVEYOR
28925-E
DANIEL A. VASSALLO, P.E., P.L.S.
PA LICENSE NO. SU-028925-E

VASSALLO ENGINEERING & SURVEYING
1918 WEST THIRD STREET
WILLIAMSPORT, PENNSYLVANIA 17701
PHONE: (570) 322-6266

ASBUILD OF REMEDIATION AREAS B & C
FORMER BRODART SITE
TAX PARCEL NOS. 70-012-100 & 70-007-103
MEMORIAL AVENUE, OLIVER & SCOTT STREETS
TENTH WARD
CITY OF WILLIAMSPORT, LYCOMING COUNTY, PA.
SCALE: 1"= 20'

ASBUILD-2
SHEET 2 OF 4

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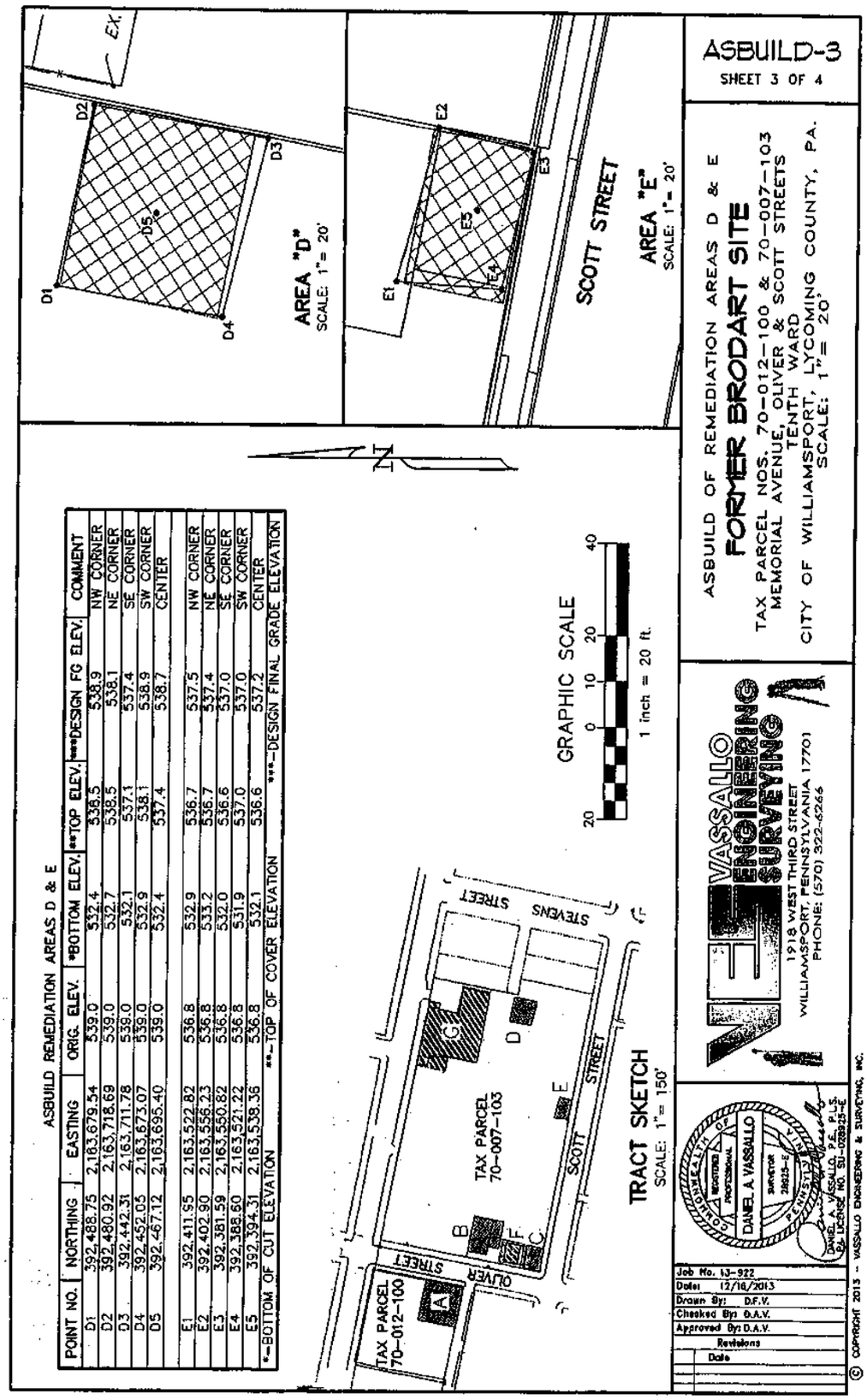
Instrument 201300020877 OR
book Page 8214 186

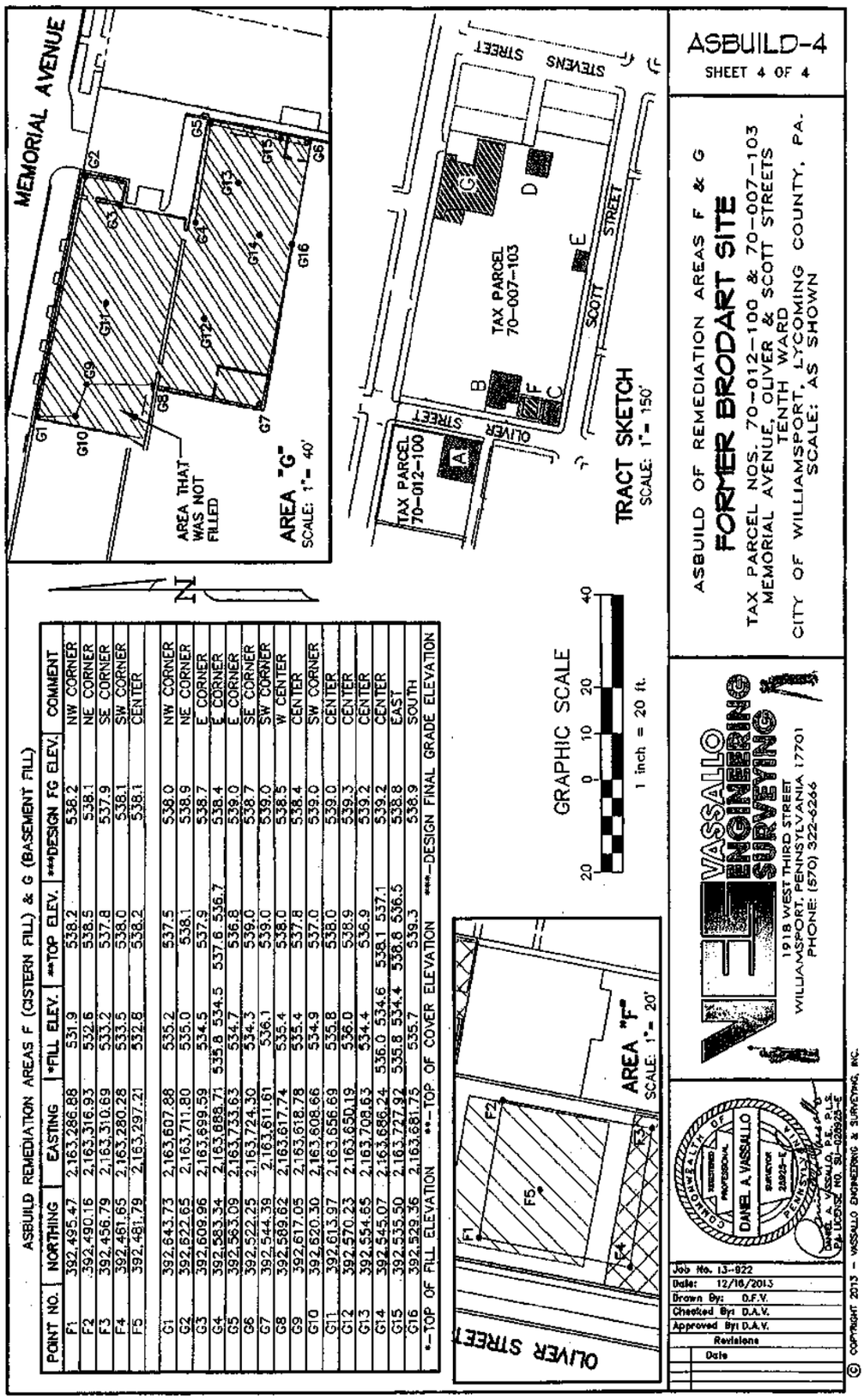


ASBUILD REMEDIATION AREAS D & E

POINT NO.	NORTHING	EASTING	ORIG. ELEV.	*BOTTOM ELEV.	**TOP ELEV.	***DESIGN FG ELEV.	COMMENT
D1	392,488.75	2,163,679.54	539.0	532.4	538.5	538.9	NW CORNER
D2	392,480.92	2,163,718.69	539.0	532.7	538.5	538.1	NE CORNER
D3	392,442.31	2,163,711.78	538.0	532.1	537.1	537.4	SE CORNER
D4	392,452.05	2,163,673.07	539.0	532.9	538.1	538.9	SW CORNER
D5	392,467.12	2,163,695.40	539.0	532.4	537.4	538.7	CENTER
E1	392,411.95	2,163,522.82	536.8	532.9	536.7	537.5	NW CORNER
E2	392,402.80	2,163,556.23	536.8	533.2	536.7	537.4	NE CORNER
E3	392,381.59	2,163,550.82	536.8	532.0	536.6	537.0	SE CORNER
E4	392,388.60	2,163,521.22	536.8	531.9	537.0	537.0	SW CORNER
E5	392,394.31	2,163,538.36	536.8	532.1	536.6	537.2	CENTER

*--BOTTOM OF CUT ELEVATION **--TOP OF COVER ELEVATION ***--DESIGN FINAL GRADE ELEVATION

EXHIBIT B



ASBUILD REMEDIATION AREAS F (CISTERN FILL) & G (BASEMENT FILL)

POINT NO.	NORTHING	EASTING	*FILL ELEV.	**TOP ELEV.	***DESIGN FG ELEV.	COMMENT
F1	392,495.47	2,163,286.88	531.9	538.2	538.2	NW CORNER
F2	392,490.16	2,163,316.93	532.6	538.5	538.1	NE CORNER
F3	392,456.79	2,163,310.69	533.2	537.8	537.9	SE CORNER
F4	392,461.65	2,163,280.28	533.5	538.0	538.1	SW CORNER
F5	392,481.79	2,163,297.21	532.8	538.2	538.1	CENTER
G1	392,643.73	2,163,607.88	535.2	537.5	538.0	NW CORNER
G2	392,622.65	2,163,711.80	535.0	538.1	538.9	NE CORNER
G3	392,609.96	2,163,699.59	534.5	537.9	538.7	E CORNER
G4	392,583.34	2,163,688.71	535.8 534.5	537.6 536.7	538.4	E CORNER
G5	392,563.09	2,163,733.63	534.7	536.8	539.0	E CORNER
G6	392,522.25	2,163,724.30	534.3	539.0	538.7	SE CORNER
G7	392,544.39	2,163,611.61	536.1	539.0	539.0	SW CORNER
G8	392,589.62	2,163,617.74	535.4	538.0	538.5	W CENTER
G9	392,617.05	2,163,618.78	535.4	537.8	538.4	CENTER
G10	392,620.30	2,163,608.66	534.9	537.0	539.0	SW CORNER
G11	392,613.97	2,163,656.69	535.8	538.0	539.0	CENTER
G12	392,570.23	2,163,650.19	536.0	538.9	539.3	CENTER
G13	392,554.65	2,163,708.63	534.4	536.9	539.2	CENTER
G14	392,545.07	2,163,686.24	536.0 534.6	538.1 537.1	539.2	CENTER
G15	392,535.50	2,163,727.92	535.8 534.4	538.8 536.5	538.8	EAST
G16	392,529.36	2,163,681.75	535.7	539.3	538.9	SOUTH

*--TOP OF FILL ELEVATION **--TOP OF COVER ELEVATION ***--DESIGN FINAL GRADE ELEVATION

EXHIBIT B

Exhibit C:
Declaration of Easement

LYCOMING COUNTY
VERIFIED / ASSIGNED UPI

Instrument
201300020875 OR

book Page
8214 158

PART OF 70-007-103

AGREEMENT AND DECLARATION OF EASEMENT

This Agreement and Declaration of Easement made as of the 20 day of December, 2013, by and between THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania ("Grantor") and THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns that certain parcel of real property known as 1609 Memorial Avenue in Williamsport, Pennsylvania, being identified and described as Lot #1 as shown on the Memorial Homes Subdivision, recorded in Map Book 62 Page 297 (the "Plan") as attached hereto and included as Exhibit A ("Grantor's Property");

WHEREAS, Grantee owns three parcels of real property adjacent to the Grantor's property in the vicinity of Oliver Street, Scott Street and Memorial Avenue in Williamsport, Pennsylvania, being identified as Lot #2, Lot #3 and Lot #4 on the Plan ("Grantee's Property");

WHEREAS, Grantor's Property and Grantee's Property are contiguous and Grantor desires to create and establish an easement for the benefit of Grantee's Property as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound hereby, Grantor and Grantee agree as follows:

A. Storm Easements

1. Grantor hereby grants and conveys to Grantee, its successors and assigns as owners of Grantee's Property for use in common with Grantor and its respective successors and assigns as owners of Grantor's Property, a nonexclusive easement (the "Storm Easement") in, to, over and under those areas identified on Exhibit A as "Storm Easement #1" and "Storm Easement #2" and describe in Exhibit B-1 and Exhibit B-2 respectively, attached hereto and by reference made a part hereof (the "Storm Easement Areas") for the free flow of storm water over the drainage courses, swales, storm water inlets, pipes, conduits, detention basins and other storm water facilities installed, constructed and maintained by Grantor, its heirs, personal representatives, successors and assigns, in a first-class condition in conformance with the Plan, including any accompanying storm water management plans and information.

2. Grantor represents and warrants that it is the sole owner of the Grantor's Property and has the sole right to enter into this agreement and grant the rights and incur the obligations set forth herein.

3. This Agreement and Declaration of Easement shall run with the land and shall benefit and burden the respective parties hereto, and the Grantor's Property and the Grantee's Property and shall be binding upon the Grantor, the Grantee and their respective successors, assigns and transferees.

B. Miscellaneous

1. [Grantor, its successors and assigns, shall be responsible for performing the maintenance, if any is required by the Plan.]

2. This Agreement and Declaration of Easement shall be binding upon the Grantor, the successors and assigns of Grantor, and all present and future owners of the Grantor's Property or any part thereof and is intended to be recorded in order to give notice to future owners of the Grantor's Property of their duties and responsibilities with respect to the storm water facilities. Grantor shall include a specific reference to this Agreement and Declaration of Easement in any deed of conveyance for the Grantor's Property or any part thereof.

3. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Grantor's Property or the Grantee's Property and the City.

4. When the sense so requires, words of any gender used in this Agreement and Declaration of Easement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

[Signatures on following page.]

FILED
LYCOMING COUNTY
2013 DEC 23 P 4:45
ANNABEL MILLER
RECORDER OF DEEDS

201300020875
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER, REGISTER & RECORDER
12-23-2013 At 04:40 pm.
EASE 60.00
STATE TAX .00
LOCAL TAX .00
OR book 8214 Page 158 - 165

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf by their duly authorized representatives as of the date set forth above.

GRANTOR:

WITNESS:

By: Jennifer Metz

THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania

By: Phillip E. Prezioso
Name:
Title: Chairman WRA

GRANTEE:

WITNESS:

By: Jennifer Metz

THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania

By: Phillip E. Prezioso
Name:
Title: Chairman WRA

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

On this, this 20 day of December, 2013, before me, the undersigned officer, personally appeared Phillip E. Preziosi, who acknowledged himself to be the Chairman of The Redevelopment*, and that he, as such Chairman executed the foregoing instrument for the purposes therein contained by signing the name of the _____, being authorized so to do, and received a true and correct copy of t his instrument and of all other documents referred to therein.

*Authority of the City of Williamsport.

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

Dennis E Neece Jr
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENNIS E NEECE JR
Notary Public
WILLIAMSPORT CITY, LYCOMING CNTY
My Commission Expires Apr 14, 2017

My Commission Expires:

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

On this, this 20 day of December, 2013, before me, the undersigned officer, personally appeared Phillip E. Preziosi, who acknowledged himself to be the Chairman of The Redevelopment*, and that he, as such Chairman executed the foregoing instrument for the purposes therein contained by signing the name of the _____, being authorized so to do, and received a true and correct copy of t his instrument and of all other documents referred to therein.

*Authority of the City of Williamsport

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

Dennis E Neece Jr
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENNIS E NEECE JR
Notary Public
WILLIAMSPORT CITY, LYCOMING CNTY
My Commission Expires Apr 14, 2017

My Commission Expires:

EXHIBIT A

Instrument 201300020875 OR book 8214 Page 162

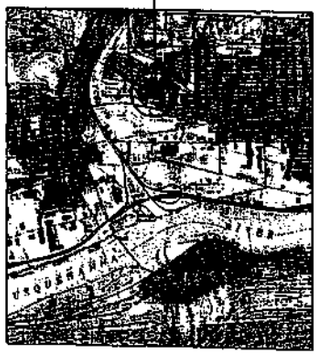
FILED
LYCOMING COUNTY
2013 SEP 19 A 9:48
ANNABEL HILLER
RECORDER OF DEEDS

LAND DEVELOPMENT PLANS FOR
MEMORIAL HOMES
CITY OF WILLIAMSPORT, LYCOMING COUNTY, PA

5/14/013 2013A8

Ruth Hausemmann, Jr., AICP Executive Director
July 9, 2013
Date

PROJECT VICINITY



PROJECT VICINITY PLAN
1" = 2000'

GRAPHIC SCALE

(IN FEET)
1 INCH = 2000 FT.

INDEX OF DRAWINGS

C0.00	Cover Sheet
C0.01	Notes and Legends
C0.10	Existing Condition Plan
C1.00	Site Plan
C4.00	Landscape Plan

APPROVALS

AGENT OR OWNER — DATE

WILLIAMSPORT PLANNING COMMISSION

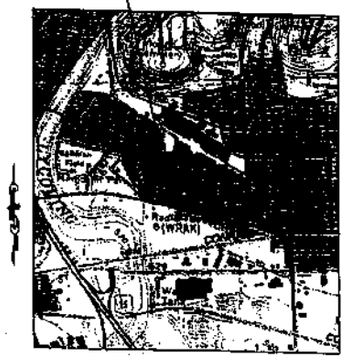
DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT — DATE 7/29/2013

CHAIRMAN, CITY PLANNING COMMISSION — DATE 7/29/13

CITY CLERK — DATE

GARY L. HOOVER, P.E., P.L.S. — DATE

PROJECT LOCATION



PROJECT LOCATION PLAN
1" = 1000'

GRAPHIC SCALE

(IN FEET)
1 INCH = 1000 FT.

DEED BOOK 8126 Page 306

MAP BOOK 62 Page 291

Page 1 of 8

L.R. Kimball
A CDI Company
915 West Highland Ave.
Ebensburg, Pa. 15931
phone (814) 472-7700
fax (814) 472-7712
web site www.lrkimball.com

CONSULTANTS

PROJECT NAME

MEMORIAL HOMES

WILLIAMSPORT
LYCOMING COUNTY, PA

OWNER

The NRP Group, LLC
5309 Transportation, Boulevard
Cleveland, OH 44125

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
GARY LEE HOOVER
ENGINEER
PE 061760

FINAL SUBMISSION

REV.	DATE	DESCRIPTION

ISSUE	05/14/2013
PROJECT NO	13-2200-0069
SCALE	1"=20'
DRAWN BY	BJH
CHECKED BY	GLH

© CDI Infrastructure, LLC dba L.R. Kimball

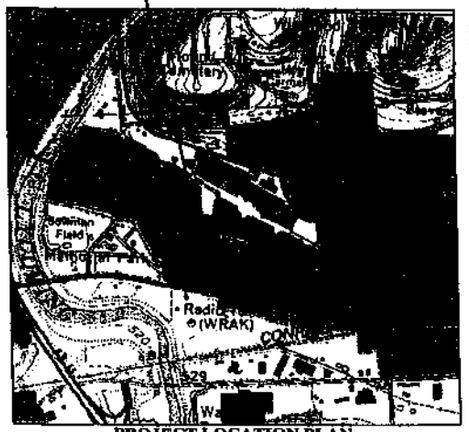
SHEET TITLE

COVER SHEET

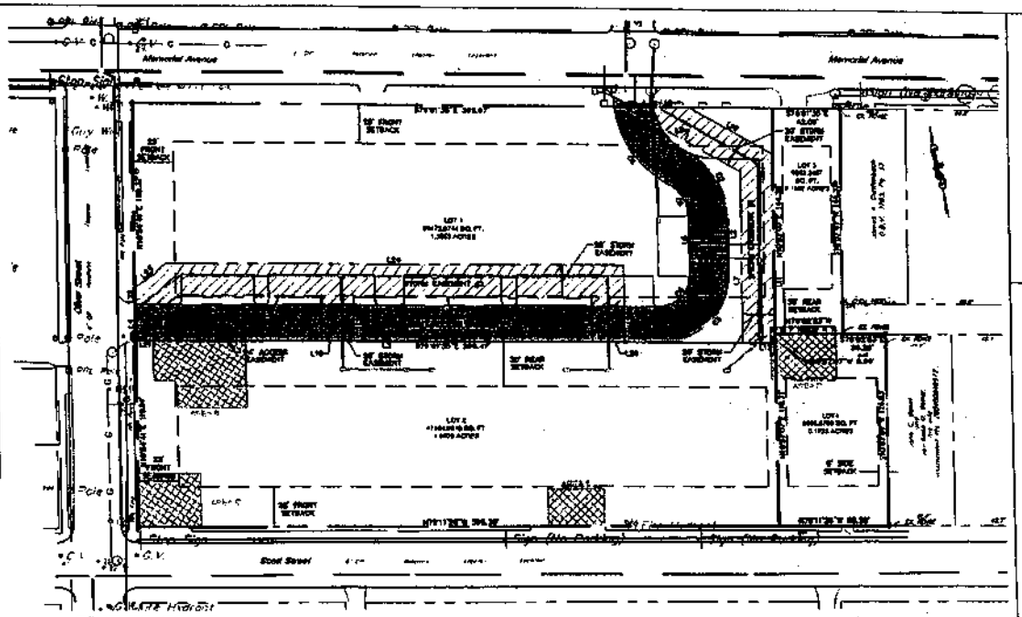
C0.00

EXHIBIT A

PROJECT LOCATION



PROJECT LOCATION PLAN
1"= 1000'



GRAPHIC SCALE

(IN FEET)
1 INCH = 60 FT.

UTILITY CONTACT INFORMATION

WATER AND SANITARY SEWER
Williamsport Municipal Water Authority
And Williamsport Sanitary Authority
253 West Fourth Street
Williamsport, PA 17701
(570) 323-6140
ATTN: Charles A Houser, PE
Director of Engineering

TELEPHONE
Verizon
404 West Fourth Street
Williamsport, PA 17701
(570) 327-7891
ATTN: Jason Wagner, Engineer
jason.e.wagner@verizon.com

STORM SEWER
City of Williamsport
245 West Fourth Street
Williamsport, PA 17701
(570) 327-7516
ATTN: John Grado, Community Development Director
cddirector@cityofwilliamsport.org

GAS
UGI Penn Natural Gas
One UGI Center
Wilkes-Barre, PA 18711-0601
ATTN: Tony LaFratte
(570) 829-8774
ALaFratte@ugicorp.com

CABLE TV
Comcast
1020 Commerce Park Drive, Suite 10A
Williamsport, PA 17701
ATTN: Bill Reilly, Technical Operations Manager
(570) 329-9616
bill_reilly@cable.comcast.com
Richard Roberts, Maint. & Const. Supervisor
(570) 329-9818
richard_roberts@cable.comcast.com

ELECTRIC
PPL Electric Utilities
4810 Lycoming Mall Drive (SUSSC)
Montoursville, PA 17754-8301
ATTN: Trevor Wheeley, Key Account Manager
(570) 368-5324
twheeley@pplweb.com

NOTES:

1. The purpose of this subdivision is to develop the former Brodart site as residential use consistent with Residential RU District zoning.
2. Site topography and parent tract boundary surveyed by SSM Group, Inc., 8/29/2012.
3. Environmental Restrictions:
   - 3.1. Those areas designated on the plan as Area A, B, C, & D were part of a soil remediation plan. The soil within these areas has been removed and replaced with 4 foot of clean soil. A minimum of 2 foot of clean soil or imperious surface must be maintained. All excavated material below 4 feet within these areas must be disposed of as residual waste according to the laws of the Commonwealth.
   - 3.2. Structures may not be constructed with basements.
   - 3.3. All structures must be constructed with a vapor intrusion mitigation system.
   - 3.4. On-site groundwater will not be accessed by wells, etc. or otherwise utilized in any manner.

SITE DATA

1. Tax Parcel No. 70-07-103 DEED REFERENCE 200800014789
   Existing Parcel Area ~ 2.76 Ac
2. Owner
   Williamsport Redevelopment Authority
   245 West Fourth Street
   Williamsport, PA 17701
3. Equitable Owner
   The NRP Group, LLC
   5309 Transportation Boulevard
   Cleveland, OH 44125
4. Zoning District: Residential (RU) District
5. Lot Size:
   Minimum Lot Area for a Single-Family Detached Dwelling Shall Be 6,000 Square Feet
6. Building Setbacks: (R2)
   A. Front Yard - 25'
   B. Side Yard - 6'
   C. Rear Yard - 30'

ACCESS EASEMENT Line Table		
Line #	Length	Direction
L1	24.21	S79° 01' 35"E
L2	34.81	S10° 58' 25"W
L3	323.58	N79° 01' 35"W
L4	24.00	N10° 54' 41"E
L5	323.41	S79° 01' 35"E
L6	34.81	N10° 58' 25"E

STORM EASEMENT #1 Line Table		
Line #	Length	Direction
L7	108.90	N10° 57' 07"E
L8	83.20	N48° 07' 40"W
L9	40.12	S79° 01' 35"E
L10	58.89	S48° 07' 40"E
L11	129.48	S10° 57' 07"W
L12	20.00	N79° 01' 35"W

STORM EASEMENT #2 Line Table		
Line #	Length	Direction
L13	29.00	N10° 58' 25"E
L14	147.42	N78° 01' 35"W
L15	29.00	S10° 58' 25"W
L16	20.00	N79° 01' 35"W
L17	29.00	N10° 58' 25"E
L18	89.02	N78° 01' 35"W
L19	18.46	S84° 05' 45"W
L20	17.02	S10° 54' 41"W
L21	11.00	N78° 01' 35"W
L22	34.68	N10° 54' 41"E
L23	23.89	N84° 05' 45"E
L24	283.10	S79° 01' 35"E
L25	49.00	S10° 58' 25"W
L26	20.00	N79° 01' 35"W

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Direction
C1	36.25	40.00	35.02	S24° 31' 27"E
C2	52.58	40.00	50.08	S19° 45' 25"E
C3	69.12	44.00	62.23	S55° 58' 25"W
C4	31.42	20.00	28.28	N55° 58' 25"E
C5	26.82	25.00	25.55	N19° 45' 23"W
C6	62.01	64.00	59.62	N22° 43' 40"W

APPROVALS

AGENT OR OWNER — DATE

WILLIAMSPORT PLANNING COMMISSION

DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT — DATE

CHAIRMAN, CITY PLANNING COMMISSION — DATE

CITY CLERK — DATE

GARY L. HOOVER, P.E., P.L.S. — DATE

The NRP Group, LLC
AUTHORIZATION OF SUBDIVISION

ON THIS, THE 21 DAY OF June 2013 I/WE, THE UNDERSIGNED DO PLEDGE ACCORDING TO THE LAW THAT WE ARE THE EQUITABLE OWNERS OF THE PROPERTY SHOWN ON THIS PLAN AS LOTS 1, 2, 3, & 4, AND KNOWN AS TAX MAP PARCEL 70-07-103, AND THAT IT IS OUR INTENTION TO SUBDIVIDE IT AS SHOWN HEREON.

SIGNED

Gary L. Hoover, PE, PLS
As Agent for The NRP Group, LLC

EQUITABLE OWNER(S) — DATE

L.R. Kimball
ARCHITECTURE • ENGINEERING • COMMUNICATIONS TECHNOLOGY
A CDI Company
615 West Highland Ave.
Ebensburg, Pa. 15931
phone (814) 472-7700
fax (814) 472-7712
web site www.lrkimball.com

PROJECT NAME:

MEMORIAL HOMES

WILLIAMSPORT
LYCOMING COUNTY, PA

OWNER:

Williamsport Redevelopment Authority
245 West Fouth Street
Williamsport, PA 17701

FINAL SUBMISSION

COMMONWEALTH OF PENNSYLVANIA
GARY L. HOOVER

REV.	DATE	DESCRIPTION

ISSUE:	05/14/2013
PROJECT NO:	13-2200-0069
SCALE:	1"=20'
DRAWN BY:	BJH
CHECKED BY:	GLH

© CDI Infrastructure, LLC dba L.R. Kimball

SHEET TITLE

SUBDIVISION PLAN

MAP BOOK 62 PAGE 297
Page 8 of 8

1 OF 1

Instrument 201300020875 OR Book Page 8214 163

EXHIBIT B-1

L.R.Kimball®
TARGETED RESULTS. EXPERTLY MANAGED.
WE STAKE OUR REPUTATION ON IT.

A CDI Company

Instrument 201300020875 OR book 8214 Page 164

6/7/2013

Legal Description
20' Storm Easement #1 – Within Lot 1
Memorial Homes Subdivision
Memorial Avenue & Oliver Street,
City of Williamsport, Lycoming County, Pa.

Beginning at a Point on the common line of Lot 1 and Lot 2 of the Memorial Homes Subdivision, said point being the south east corner of Lot 1;

Thence west along the northern line of Lot 2 North 79 degrees 01 minutes 35 seconds West 20.00 feet to a point;

Thence through the lands of Lot 1 North 10 degrees 57 minutes 07 seconds East 108.90 feet to a point;

Thence by the same North 49 degrees 07 minutes 40 seconds West 83.20 feet to a point on the southern right of way line of Memorial Avenue;

Thence by southern right of way line of Memorial Avenue South 79 degrees 01 minutes 35 seconds East 40.12 feet to a point:

Thence through the lands of Lot 1 South 49 degrees 07 minutes 40 seconds East 59.98 feet to a point on the western line of Lot 3 of the Memorial Homes Subdivision;

Thence by the western line of Lot 3 South 10 degrees 57 minutes 07 seconds West 120.49 feet to a the Point of Beginning.

Containing 0.086 Acres

K:\EBG_PROJ\13-0069\CE\COMMON\ADMIN\REPORTS\Legal Descriptions\Storm Easement 1 Memorial Homes Subdivision.docx

EXHIBIT B-2

L.R.Kimball®
TARGETED RESULTS. EXPERTLY MANAGED.
WE STAKE OUR REPUTATION ON IT.

A CDI Company

Instrument 201300020875 OR book 8214 Page 165

6/7/2013

Legal Description
20' Storm Easement #2 – Within Lot 1
Memorial Homes Subdivision
Memorial Avenue & Oliver Street,
City of Williamsport, Lycoming County, Pa.

Beginning at a Point on the eastern right-of-way line of Oliver Street, said point being the common point of Lot 1 and Lot 2 of the Memorial Homes Subdivision;

Thence north along the eastern right-of-way line of Oliver Street North 10 degrees 54 minutes 41 seconds East 34.66 feet to a point;

Thence through the lands of Lot 1 North 64 degrees 05 minutes 45 seconds East 23.89 feet to a point;

Thence by the same South 79 degrees 01 minutes 35 seconds East 283.10 feet to a point;

Thence by the same South 10 degrees 58 minutes 25 seconds West 49.00 feet to a point on the northern line of Lot 2;

Thence along the northern line of Lot 2 North 79 degrees 01 minutes 35 seconds West 20.00 feet to a point;

Thence through the lands of Lot 1 North 10 degrees 58 minutes 25 seconds East 29.00 feet to a point;

Thence by the same North 79 degrees 01 minutes 35 seconds West 147.42 feet to a point;

Thence by the same South 10 degrees 58 minutes 25 seconds West 29.00 feet to a point on the northern line of Lot 2;

Thence along the northern line of Lot 2 North 79 degrees 01 minutes 35 seconds West 20.00 feet to a point;

Thence through the lands of Lot 1 North 10 degrees 58 minutes 25 seconds East 29.00 feet to a point;

Thence by the same North 79 degrees 01 minutes 35 seconds West 89.02 feet to a point;

Thence by the same South 64 degrees 05 minutes 45 seconds West 18.46 feet to a point;

Thence by the same South 10 degrees 54 minutes 41 seconds West 17.92 feet to a point on the northern line of Lot 2;

Thence along the northern line of Lot 2 North 79 degrees 01 minutes 35 seconds West 11.00 feet to a point on the eastern right of way line of Oliver Street and the Point of Beginning. Containing 0.171 Acres

K:\EBG_PROJ\13-0069\CE\COMMON\ADMIN\REPORTS\Legal Descriptions\Storm Easement 1 Memorial Homes Subdivision.docx

LYCOMING COUNTY
VERIFIED / ASSIGNED UPI
PART OF 70-007-103

Instrument 201300020876 OR | book 8214 | Page 166

AGREEMENT AND DECLARATION OF ACCESS EASEMENT

This Agreement and Declaration of Access Easement made as of the 20 day of December, 2013 (the "Agreement"), by and between THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania ("Grantor") and THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania ("Grantee"). As used herein, the aforementioned may be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor owns that certain parcel of real property known as 1609 Memorial Avenue in Williamsport, Pennsylvania, being identified and described as Lot #1 as shown on the Memorial Homes Subdivision, recorded in Map Book 62 Page 297 (the "Subdivision Plan") ("Grantor's Property");

WHEREAS, Grantee owns three parcels of real property adjacent to the Grantor's Property in the vicinity of Oliver Street, Scott Street and Memorial Avenue in Williamsport, Pennsylvania, being identified as Lot #2 on the Plan ("Grantee's Property");

WHEREAS, Grantor's Property and Grantee's Property are contiguous and Grantor desires to create and establish an easement for the benefit of Grantee's Property as hereinafter set forth.

WHEREAS, by virtue of certain conveyances which shall be recorded contemporaneously with the recording of this Agreement, Grantor's Property shall be conveyed to Memorial Homes LP, a Pennsylvania limited partnership ("Memorial"), whereby Memorial intends to develop and operate a 40-unit low income housing apartment complex, as further detailed in the Land Development Plans for Memorial Homes recorded in Deed Book 8126, Page 306, and Map Book 62, Page 297 (the "Land Development Plans"). As used herein the Subdivision Plan and the Land Development Plans shall collectively be referred to as the "Plans", copies of which are attached hereto and included as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants contained herein, and intending to be legally bound hereby, Grantor and Grantee agree as follows:

A. Access Easement

1. Provided that Grantee's Property is developed and used exclusively for residential housing and for no commercial purposes, Grantor hereby grants and conveys to Grantee, its successors and assigns as owners of Grantee's Property for use in common

with Grantor and its respective successors and assigns as owners of Grantor's Property, a nonexclusive easement (the "Access Easement") over and upon those areas identified on Exhibit A as "Joint Access Easement" or "Access Easement" and described in Exhibit B, attached hereto and by reference made a part hereof (the "Easement Areas") for the purpose of providing vehicular and pedestrian access, ingress and egress over and across the Easement Areas between Oliver Street and Memorial Avenue and Grantee's Property and for no other purposes. Grantor and Grantee hereby acknowledge and agree that the Access Easement granted herein shall in no way be deemed to grant Grantee and its respective successors and assigns a right to use the Easement Areas as an access point for any construction related vehicles, machinery, equipment, personnel, or any use that may relate to any future development of, or construction on, Grantee's Property.

2. Grantor represents and warrants that it is the sole owner of the Grantor's Property and has the sole right to enter into this agreement and grant the rights and incur the obligations set forth herein.

3. This Agreement shall run with the land and shall benefit and burden the respective parties hereto, and the Grantor's Property and the Grantee's Property and shall be binding upon the Grantor, the Grantee and their respective successors, assigns and transferees.

B. Miscellaneous

1. Grantor, its successors and assigns, shall be responsible for performing all maintenance and repairs of the Easement Areas (such maintenance being the "Easement Area Maintenance"). Grantor and Grantee hereby acknowledge and agree that all costs and expenses associated with the Easement Area Maintenance shall be split evenly between Grantor, its successors and assigns, and Grantee, its successors and assigns. Grantee hereby agrees, and binds its successors and assigns, to pay any such amounts to Grantor, its successors and assigns within thirty (30) days of the receipt of a request for reimbursement by Grantor (any such receipt, an "Invoice") with supporting evidence of the funds paid by Grantor to third party vendors in connection with the Easement Area Maintenance. Any invoiced amount which is not paid within thirty (30) days of receipt of such Invoice shall accrue interest at the rate of 12% per annum, retroactive to the date of the Invoice, and shall constitute a lien on Grantee's Property, which lien is and shall be junior and subordinate to the lien of any mortgage now existing or hereafter imposed on Grantee's Property in favor of any bank, savings and loan, pension fund, insurance company, state housing authority or other institutional lender; but which lien is and shall be senior to any and all other liens or encumbrances which may hereafter be created or imposed on Grantee's Property. Grantee's, its successors and assigns, obligation to pay such costs shall commence upon the issuance of a certificate of occupancy for any future residential housing development that is located on Grantee's Property.

2. This Agreement shall be binding upon the Grantor and Grantee, the successors and assigns of Grantor and Grantee, and all present and future owners of the Grantor's Property and Grantee's Property or any part thereof and is intended to be

recorded in order to give notice to future owners of the Grantor's Property and Grantee's Property of their duties and responsibilities with respect to the Access Easement and the Easement Areas described herein. Grantor and Grantee shall include a specific reference to this Agreement in any deed of conveyance for Grantor's Property and Grantee's Property, as applicable, or any part thereof.

3. Nothing contained herein shall be deemed to be a gift or dedication of any interest to the general public or for any public use or purpose whatsoever.

4. A Party shall be in default under this Agreement in the event that such party shall fail or neglect to perform or observe any material covenant or obligation under this Agreement and fails to remedy the same within thirty (30) days after written notice from any other Party (or in the case of an emergency, such shorter period of time as is deemed reasonable under the circumstances) specifying such failure or neglect, or, if the failure or neglect is of such a nature that it cannot be cured within such 30-day period, within such additional time as may reasonably be required to cure such failure or neglect; provided, however, that under all circumstances, a Party shall be in default of this Agreement in the event that (a) such Party does not commence the required cure within said 30-day period, or (b) such Party does not diligently prosecute such cure to completion (an "Event of Default"). Notwithstanding anything to the contrary contained herein, to the extent the Grantor Property is conveyed to Memorial, and Memorial is the record owner of the Grantor Property, prior to exercising any remedy as against Memorial, the non-defaulting Party shall give notice of such Event of Default to Memorial's limited partner and will afford Memorial's limited partner a period of thirty (30) days beyond the expiration of any cure period available to Memorial in which such limited partner may (but shall not be obligated to) cure the default or other cause for termination.

5. Each Party hereto agrees to indemnify, protect, defend, and hold the other Parties hereto, harmless from and against any and all losses, damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits, and reasonable attorney's and consultant's fees (collectively, the "Claims") arising out of their exercise of the rights granted pursuant to this Agreement or involving any breach by such Party of any covenant, obligation, representation or warranty contained in this Agreement, other than any such Claims arising out of such Party's negligence or willful misconduct. This indemnity shall survive any termination of this Agreement.

6. This Agreement may be amended only by written instrument signed on behalf of all owners of the Grantor's Property and the Grantee's Property and the City of Williamsport. Notwithstanding the foregoing, to the extent the Grantor Property is conveyed to Memorial, and Memorial is the record owner of the Grantor Property, the Parties agree that this Agreement may not be amended, modified, terminated or cancelled without the prior written consent of Memorial's limited partner. If a Party undertakes legal action to enforce any right or remedy under this Agreement, such prevailing Party shall be entitled to recover any reasonable costs and expenses in connection with such legal action, including, but not limited to, court costs and attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf by their duly authorized representatives as of the date set forth above.

GRANTOR:

WITNESS:

THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania

By: Jennifer Matz

By: Phillip E. Prezioso
Name:
Title: Chairman WRA

GRANTEE:

WITNESS:

THE REDEVELOPMENT AUTHORITY OF THE CITY OF WILLIAMSPORT, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania

By: Jennifer Matz

By: Phillip E. Prezioso
Name:
Title: Chairman WRA

7. When the sense so requires, words of any gender used in this Agreement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

[Signatures on following page.]

FILED
LYCOMING COUNTY
2013 DEC 23 P 4:45
ANNABEL MILLER
RECORDER OF DEEDS

201300020876
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER, REGISTER & RECORDER
12-23-2013 At 04:41 pm.
EASE 62.00
STATE TAX .00
LOCAL TAX .00
OR book 8214 Page 166 - 174

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

On this, this 20 day of December, 2013, before me, the undersigned officer, personally appeared Phillip E. Preziosi, who acknowledged himself to be the Chairman of The Redevelopment Authority of the City of Williamsport and that he, as such Chairman executed the foregoing instrument for the purposes therein contained by signing the name of the _____, being authorized so to do, and received a true and correct copy of this instrument and of all other documents referred to therein.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENNIS E NEECE JR
Notary Public
WILLIAMSPORT CITY, LYCOMING CNTY
My Commission Expires Apr 14, 2017

Dennis E Neece Jr
Notary Public

My Commission Expires: 4-14-17

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

On this, this 20 day of December, 2013, before me, the undersigned officer, personally appeared Phillip E. Preziosi, who acknowledged himself to be the Chairman of the Redevelopment Authority of the City of Williamsport and that he, as such Chairman executed the foregoing instrument for the purposes therein contained by signing the name of the _____, being authorized so to do, and received a true and correct copy of this instrument and of all other documents referred to therein.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENNIS E NEECE JR
Notary Public
WILLIAMSPORT CITY, LYCOMING CNTY
My Commission Expires Apr 14, 2017

Dennis E Neece Jr
Notary Public

My Commission Expires: 4-14-17

EXHIBIT A

book Page
8214 172

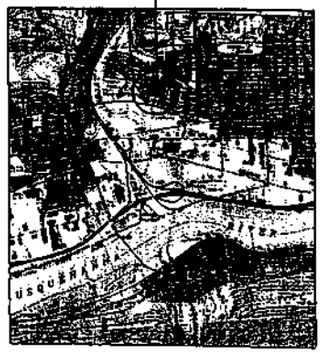
Instrument
201309020876 OR

FILED
LYCOMING COUNTY
2013 SEP 19 A 9:48
ANNABEL MILLER
RECORDER OF DEEDS

LAND DEVELOPMENT PLANS FOR
MEMORIAL HOMES
CITY OF WILLIAMSPORT, LYCOMING COUNTY, PA

5/14/013 2013-48
by
Lycoming County Planning and Community Development
Ron Housemann, Jr., AICP, Executive Director
July 5, 2013
Date

PROJECT VICINITY



PROJECT VICINITY PLAN
1"= 2000'

GRAPHIC SCALE

INDEX OF DRAWINGS

C0.00	Cover Sheet
C0.01	Notes and Legends
C0.10	Existing Condition Plan
C1.00	Site Plan
C4.00	Landscape Plan

APPROVALS

AGENT OR OWNER DATE

WILLIAMSPORT PLANNING COMMISSION

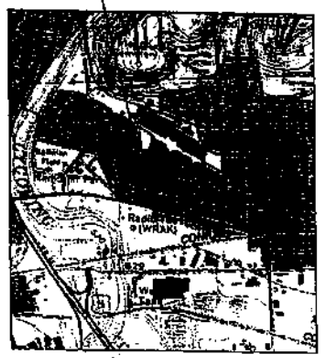
DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT 7/24/2013 DATE

CHAIRMAN, CITY PLANNING COMMISSION DATE

CITY CLERK DATE

GARY L. HOOVER, P.E., P.L.S. DATE

PROJECT LOCATION



PROJECT LOCATION PLAN
1"= 1000'

GRAPHIC SCALE

DEED BOOK 8126 Page 306

MAP BOOK 62 Page 291

Page 1 of 8

L.R. Kimball
A CDI Company
615 West Highland Ave.
Ebensburg, Pa. 15931
phone (814) 472-7700
fax (814) 472-7712
web site www.lrkimball.com

CONSULTANTS:

PROJECT NAME:
MEMORIAL HOMES

WILLIAMSPORT
LYCOMING COUNTY, PA
OWNER:

The NRP Group, LLC
5309 Transportation Boulevard
Cleveland, OH 44125

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
GARY LEE HOOVER
PROFILE
PENNSYLVANIA

REV.	DATE	DESCRIPTION
ISSUE		05/14/2013
PROJECT NO		13-2200-008
SCALE		1"=20'
DRAWN BY:		SLM
CHECKED BY:		GLH

FINAL SUBMISSION

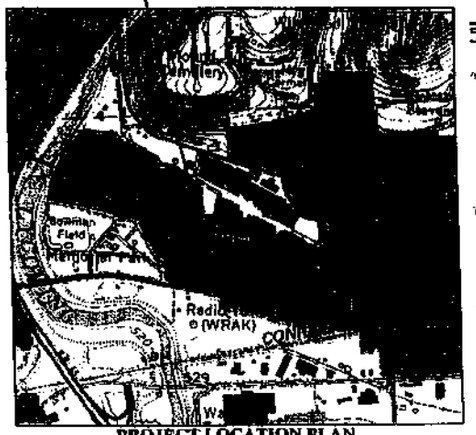
© CDI Infrastructure, LLC dba L.R. Kimball

SHEET TITLE
COVER SHEET

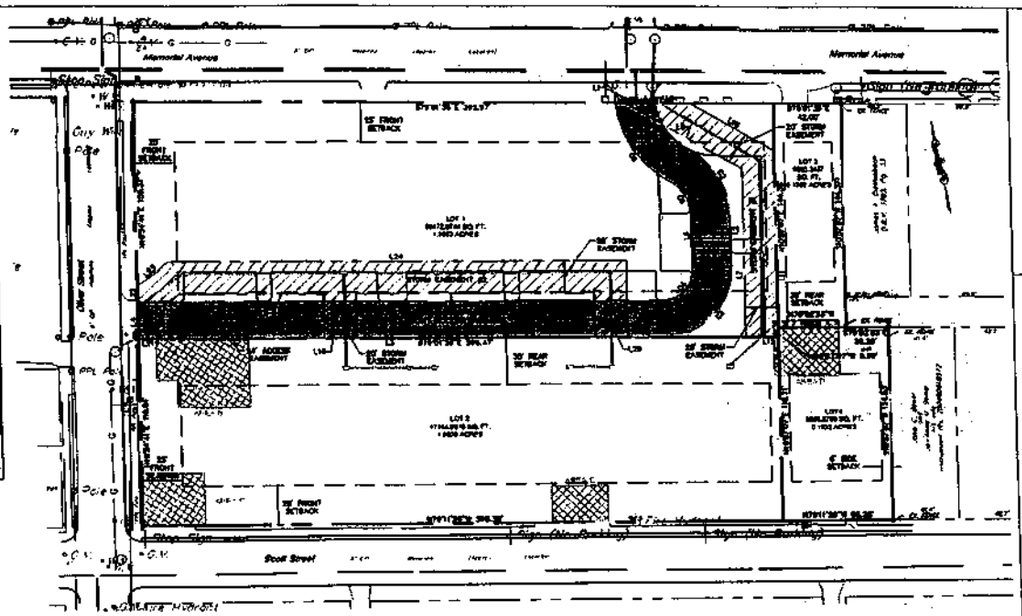
C0.00

EXHIBIT A

PROJECT LOCATION



PROJECT LOCATION PLAN
1"= 1000'



GRAPHIC SCALE

(IN FEET)
1 INCH = 60 FT.

UTILITY CONTACT INFORMATION

WATER AND SANITARY SEWER
Williamsport Municipal Water Authority
And Williamsport Sanitary Authority
253 West Fourth Street
Williamsport, PA 17701
(570) 323-8140
ATTN: Charles A Houser, PE
Director of Engineering

TELEPHONE
Verizon
404 West Fourth Street
Williamsport, PA 17701
(570) 327-7891
ATTN: Jason Wagner, Engineer
jason.e.wagner@verizon.com

STORM SEWER
City of Williamsport
245 West Fourth Street
Williamsport, PA 17701
(570) 327-7518
ATTN: John Grado, Community Development Director
cddirector@cityofwilliamsport.org

GAS
UGI Penn Natural Gas
One UGI Center
Wilkes-Barre, PA 18711-0601
ATTN: Tony LaFratte
(570) 829-8774
ALaFratte@ugipng.com

CABLE TV
Comcast
1020 Commerce Park Drive, Suite 10A
Williamsport, PA 17701
ATTN: Bill Reilly, Technical Operations Manager
(570) 329-9816
bill_reilly@cable.comcast.com
Richard Roberts, Maint. & Const. Supervisor
(570) 329-9818
richard_roberts@cable.comcast.com

ELECTRIC
PPL Electric Utilities
4810 Lycoming Mall Drive (SUSSC)
Montoursville, PA 17754-8301
ATTN: Trevor Wheatley, Key Account Manager
(570) 368-5324
twheatley@pplweb.com

NOTES:

1. The purpose of this subdivision is to develop the former Brodart site as residential use consistent with Residential RU District zoning.
2. Site topography and parent tract boundary surveyed by SSM Group, Inc., 8/29/2012.
3. Environmental Restrictions:
   - 3.1. Those areas designated on the plan as Area A, B, C, & D were part of a soil remediation plan. The soil within these areas has been removed and replaced with 4 foot of clean soil. A minimum of 2 foot of clean soil or imperious surface must be maintained. All excavated material below 4 feet within these areas must be disposed of as residual waste according to the laws of the Commonwealth.
   - 3.2. Structures may not be constructed with basements.
   - 3.3. All structures must be constructed with a vapor intrusion mitigation system.
   - 3.4. On-site groundwater will not be accessed by wells, etc. or otherwise utilized in any manner.

SITE DATA

1. Tax Parcel No. 70-07-103 DEED REFERENCE 200800014788
   Existing Parcel Area = 2.78 Ac
2. Owner
   Williamsport Redevelopment Authority
   245 West Fourth Street
   Williamsport, PA 17701
3. Equitable Owner
   The NRP Group, LLC
   5309 Transportation Boulevard
   Cleveland, OH 44125
4. Zoning District: Residential (RU) District
5. Lot Size:
   Minimum Lot Area for a Single-Family Detached Dwelling Shall Be 8,000 Square Feet
6. Building Setbacks: (R2)
   A. Front Yard = 25'
   B. Side Yard = 6'
   C. Rear Yard = 30'

ACCESS EASEMENT		
Line Table		
Line #	Length	Direction
L1	24.21	S78° 01' 35"E
L2	34.81	S10° 58' 25"W
L3	323.36	N79° 01' 35"W
L4	24.00	N10° 54' 41"E
L5	323.41	S79° 01' 35"E
L6	34.81	N10° 58' 25"E

STORM EASEMENT #1		
Line Table		
Line #	Length	Direction
L7	106.80	N10° 57' 07"E
L8	83.20	N48° 07' 46"W
L9	40.12	S79° 01' 35"E
L10	59.99	S48° 07' 46"E
L11	120.48	S10° 57' 07"W
L12	20.00	N79° 01' 35"W

STORM EASEMENT #2		
Line Table		
Line #	Length	Direction
L13	29.00	N10° 58' 25"E
L14	147.42	N79° 01' 35"W
L15	29.00	S10° 58' 25"W
L16	20.00	N79° 01' 35"W
L17	29.00	N10° 58' 25"E
L18	89.02	N78° 01' 35"W
L19	18.48	S86° 05' 45"W
L20	17.92	S10° 54' 41"W
L21	11.00	N79° 01' 35"W
L22	34.86	N10° 54' 41"E
L23	23.89	N84° 05' 45"E
L24	283.16	S79° 01' 35"E
L25	49.00	S10° 58' 25"W
L26	20.00	N79° 01' 35"W

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Direction
C1	38.25	40.00	35.02	S24° 31' 27"E
C2	52.58	48.00	50.08	S19° 45' 23"E
C3	89.12	44.00	62.23	S55° 58' 25"E
C4	31.42	20.00	28.28	N55° 58' 25"E
C5	26.82	25.09	25.55	N19° 45' 23"W
C6	62.01	64.00	59.62	N22° 45' 40"W

APPROVALS

AGENT OR OWNER — DATE

WILLIAMSPORT PLANNING COMMISSION

DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT — DATE

CHAIRMAN, CITY PLANNING COMMISSION — DATE

CITY CLERK — DATE

GARY L. HOOVER, P.E., P.L.S. — DATE

The NRP Group, LLC
AUTHORIZATION OF SUBDIVISION

ON THIS, THE 21 DAY OF June, 2013 I/WE, THE UNDERSIGNED DO PLEDGE ACCORDING TO THE LAW THAT WE ARE THE EQUITABLE OWNERS OF THE PROPERTY SHOWN ON THIS PLAN AS LOTS 1, 2, 3, & 4, AND KNOWN AS TAX MAP PARCEL 70-07-103, AND THAT IT IS OUR INTENTION TO SUBDIVIDE IT AS SHOWN HEREON.

SIGNED

Gary L. Hoover, PE, PLS
As Agent for The NRP Group, LLC

EQUITABLE OWNER(S) — DATE

L.R. Kimball
ARCHITECTURE • ENGINEERING • COMMUNICATIONS TECHNOLOGY

A CDI Company

615 West Highland Ave.
Ebensburg, Pa. 15931
phone (814) 472-7700
fax (814) 472-7712
web site www.lrkimball.com

PROJECT NAME:

MEMORIAL HOMES

WILLIAMSPORT
LYCOMING COUNTY, PA

OWNER:

Williamsport Redevelopment Authority
245 West Fouth Street
Williamsport, PA 17701

FINAL SUBMISSION

COMMONWEALTH OF PENNSYLVANIA — GARY L. HOOVER — PROFESSIONAL ENGINEER — PROFESSIONAL LAND SURVEYOR

REV.	DATE	DESCRIPTION

ISSUE:	05/14/2013
PROJECT NO:	13-2200-0069
SCALE:	1"=20'
DRAWN BY:	BJH
CHECKED BY:	GLH

© CDI Infrastructure, LLC dba L.R. Kimball

SHEET TITLE

SUBDIVISION PLAN

MAP BOOK 62 PAGE 297
Page 8 of 8

1 OF 1

Instrument 201300020876 OR Book Page 8214 173

EXHIBIT B

L.R.Kimball®
TARGETED RESULTS. EXPERTLY MANAGED.
WE STAKE OUR REPUTATION ON IT.

A CDI Company

Instrument 201300020876 OR book 8214 Page 174

6/7/2013

Legal Description
24' Joint Access Easement
Memorial Homes Subdivision
City of Williamsport, Lycoming County, Pa.

Beginning at a Point on the eastern right-of-way line of Oliver Street, said point being the common point of Lot 1 and Lot 2 of the Memorial Homes Subdivision;

Thence by the common line of Lot 1 and Lot 2 of said Memorial Homes Subdivision, South 79 degrees 01 minutes 35 seconds East 323.38 feet to a point;

Thence through the lands of Lot 1 by a curve to the left having a radius of 44.00 feet a chord bearing of North 55 degrees 58 minutes 25 seconds East a chord distance of 62.23 feet to a point;

Thence by the same North 10 degrees 58 minutes 25 seconds East 34.81 feet to a point;

Thence by the same with a curve to the left having a radius of 49.00 feet a chord bearing of North 19 degrees 45 minutes 23 seconds West a chord distance of 50.08 feet to a point;

Thence by the same with a curve to the right having a radius of 40.00 feet a chord bearing of North 24 degrees 31 minutes 27 seconds West a chord distance of 35.02 feet to a point on the southern right-of-way line of Memorial Avenue;

Thence along the southern right-of-way line of Memorial Avenue North 79 degrees 01 minutes 35 seconds West 24.21 feet to a point;

Thence through the lands of Lot 1 by a curve to the left having a radius of 64.00 feet a chord bearing of South 22 degrees 43 minutes 40 seconds East a chord distance of 59.62 feet to a point;

Thence by the same with a curve to the right having a radius of 25.00 feet a chord bearing of South 19 degrees 45 minutes 23 seconds East a chord distance of 25.55 feet to a point;

Thence by the same South 10 degrees 58 minutes 25 seconds West 34.81 feet to a point;

Thence by the same with a curve to the right having a radius of 20.00 feet a chord bearing of South 55 degrees 58 minutes 25 seconds West a chord distance of 28.28 feet to a point;

Thence by the same North 79 degrees 01 minutes 35 seconds West 323.41 feet to a point on the eastern right-of-way of Oliver Street;

Thence along the eastern right-of-way line of Oliver Street South 10 degrees 54 minutes 41 seconds West 24.00 feet to the Point of Beginning. Containing 0.274 Acres.

K:\EBG_PROJ\13-0069\CE\COMMON\ADMIN\REPORTS\Legal Descriptions\Joint Access Easement Memorial Homes Subdivision.dotx.docx

Exhibit D:
Zoning Ordinance
For
Residential RU District

For more information related to the RU District, please visit:

Codified Ordinances of the City of Williamsport, Pennsylvania

Published by:

American Legal Publishing Corporation
525 Vine Street, Suite 310
Cincinnati, Ohio 45202
Tel: (800) 445-5588
Fax: (513) 763-3562
Internet: http://www.amlegal.com

ARTICLE 1343: HEIGHT, AREA AND BULK REGULATIONS

Section

1343.01 Application of regulations.

1343.02 Table of height, area and bulk regulations.

1343.03 Residential RU District.

1343.04 New construction resulting in two or more principal buildings on a lot.

Cross-reference:

Exceptions to height regulations, see Part Thirteen, § 1341.31

Statutory reference:

Planned residential development, see Act 247, §§ 701 et seq. (53 P.S. §§ 10701 et seq.)

§ 1343.01 APPLICATION OF REGULATIONS.

The dimensional requirements for each district pertaining to minimum lot size, minimum lot area per dwelling unit, minimum lot width, minimum lot depth, maximum building height, maximum lot coverage, maximum floor area ratio, minimum usable open space per dwelling unit, minimum front yard depth, minimum side yard width and minimum rear yard depth shall be as specified in this section and set forth in § 1343.02, except as expressly modified by other applicable sections of this Zoning Ordinance or by variances granted by the Zoning Hearing Board.

(Ord. 5745, approved 4-16-1998)

§ 1343.02 TABLE OF HEIGHT, AREA AND BULK REGULATIONS.

The following dimensional requirements shall apply for the following districts:

District	**Use**	**Minimum Lot**		
		Area (Sq. Ft.)	**Width (Ft.)**	**Depth (Ft.)**
District	**Use**	**Minimum Lot**		
		Area (Sq. Ft.)	**Width (Ft.)**	**Depth (Ft.)**
R1A	Any structure or principal use	25,000	150	100
R1B	One-family detached dwelling	9,800	70	100
	Other structure or principal use	20,000	140	100
R2	One-family detached dwelling	6,000	50	100
	One-family attached dwelling	2,000	20	80
		4,000 (end units)	35 (end units)	
	Two-family dwelling	8,500	50	100
	Other structure or principal use	12,000	100	100
R3	One-family detached dwelling	6,000	50	too
	One-family attached dwelling	2,000	20	80
		3,000 (end units)	30 (end units)	
	Two-family dwelling	8,500	50	100
	Multi-family dwellings:			
	1 - 3 stories	4,000 2,000/unit (f)	70	100
	4+ stories	4,000+ 1,000/unit (f)	100	100
	Other structure or principal use	10,000	100	100
RU	See § 1343.03			
INST	Any structure or principal use (d)	10,000	80	100
CC	Any structure or principal use (d)		-	-
CBD	Any structure or principal use (d)	-	-	-

CS	Any structure or principal use (d)	10,000	100	100
ML	Any structure or principal use	15,000	100	150
MH	Any structure or principal use	20,000	100	100
O	Any structure or principal use	50,000	200	200

Zoning District	**Min. Front Yard (feet)**	**Min. Rear Yard (feet)**	**Min. Each Side Yard (feet)**	**Max. Building Height in Stories (g)**	**Max. Building Height in Feet (g)**	**Max. Percent of the Lot Area that can be Covered by Buildings (j)**
Zoning District	**Min. Front Yard (feet)**	**Min. Rear Yard (feet)**	**Min. Each Side Yard (feet)**	**Max. Building Height in Stories (g)**	**Max. Building Height in Feet (g)**	**Max. Percent of the Lot Area that can be Covered by Buildings (j)**
RIA	25	50	20	2.5	35	20%
RIB	25	30	10	2.5	35	25%
R2	25	30	6 (a)	2.5	35	50%
R3 1) For uses other than multi-family dwellings	1) 15	1) 25	1) 6(a)	1) 2.5	1) 35	1) 50%
2) For multi-family dwellings	2) 15	2) 30	2) 30	2) 4	2) 50	2) 50%
RU - Section 1343.03 applies.						
INST	20	25	20	12 for a hospital, 5 for other uses	150 for a hospital, 70 for other uses	50% (may be based upon adjacent land in common ownership)
CC	-(k)	15	3(b)(c)	4	50	70%
CBD See also the Design Standards for the CBD district in Section 1379.11 of the City Subdivision and Land Development Ordinance.	0(h)	0	0(c)	12	200, except 70 feet within 30 feet from the lot line of a residentially - used lot in a residential district	95%
CS	10	15 (l)	3(c)(i)	4	50	70%
ML	10	15 (i)	l0(c)(i)	4	60	70%
MH	25	15 (i)	10 (c)(i)	4	60	70%
O	25	15	15	2.5	35	10%

NOTES TO TABLE:

Min. = Minimum. Max. = Maximum

(a) A 10-foot wide side yard is required along the side lot at the end of each row or block of attached dwellings.

(b) Where side yards are provided, they shall be a minimum of 3 feet in width.

(c) Except where abutting an R or INST District, in which case the side yard shall be a minimum of 15 feet.

(d) A minimum of 1,000 square feet of lot area shall be required for each dwelling unit, unless conditional use approval is granted to allow a minimum of 500 square feet of lot area for each dwelling unit.

(e) The lower figure shall apply to buildings of 1 story; the higher figure shall apply to buildings of 2 or more stories.

(f) In multi-family dwelling projects of 50 or more units, 0.13 square feet of recreation space shall be provided for each square foot of floor space.

(g) Where height is measured in stories and feet, the more restrictive requirement shall apply.

(h) In the CBD district, at least 50 percent of length of a building wall parallel to a public street of any new principal building shall have a maximum front building setback along a public street of 20 feet. A larger maximum building setback shall be allowed as necessary for the purpose(s) of only accommodating an outdoor cafe, pedestrian plaza or a vehicle entrance to a parking structure. The intent is to have new parking to the side and rear of the building. On a lot that abuts more than one public street, this provision shall only apply to the most heavily traveled of the abutting streets. In the CBD district, as part of any new principal building, at least one exterior door that is available for use by customers or patrons shall be placed facing onto a public street, or within 30 feet from a public sidewalk along a street.

(i) Except 30 feet from the lot line of a residentially-used lot in a residential district for an industrial use, an area routinely used as a tractor-trailer loading dock, an area used for the bulk storage of hazardous uses, or a gasoline station.

(j) Where individual dwellings or buildings are owned in a condominium or similar arrangement, the maximum building coverage may be based upon the entire development tract, as opposed each individual lot.

(k) Newly constructed buildings within the CC district shall be built to the front setback of one of the following:

(1) the majority of the existing building on the block faces on the same side of the street, where the Zoning Officer determines there is a prominent setback.

(2) the average of front yard setbacks of existing buildings on adjoining properties.

A larger front yard setback shall be allowed for the sole purpose of providing space for outdoor restaurant seating or a landscaped pedestrian plaza, or to accommodate vegetated storm water infiltration areas or rain gardens.

(Ord. 5745, approved 4-16-1998; Ord. 6003, approved 9-15-2005; Ord. 6402, approved 2-4-2021)

§ 1343.03 RESIDENTIAL RU DISTRICT.

In Residential RU Districts, the governing provisions for height, area and bulk shall be as follows:

(a) *Waiver.* The provisions of § 1343.02 are specifically waived. The provisions of §1333.05 relating to uses permitted in RU Districts, the provisions of § 1345.01 relating to off-street parking requirements and the applicable design provisions contained in subsections (b) through (i) hereof and in the subdivision and land development regulations may be waived by Council, providing the advantages of such a waiver are clearly demonstrated with a site plan to be recommended by the Planning Commission and approved by Council. All other provisions of the Zoning Ordinance applying to RU Districts shall remain in full force and effect.

(b) *Site area.* Each site to be developed in an RU District shall be in one ownership or composed of two or more contiguous parcels in separate ownership; provided, any application involving separate ownership shall be the joint application of all landowners involved. Each site shall comprise a land area of not less than five acres.

(c) *Floor area.* The floor area of all buildings upon each site may not exceed 50% of site area; the floor area of all residential buildings may not exceed 40% of site area.

(d) *Density.* The overall density shall not exceed 25 dwelling units per acre.

(e) *Lot area.* If single-family units, either detached or attached, are proposed, each single-family unit shall have a lot area set aside for private usage, whether such unit is intended for sale or not. The minimum lot area for each single-family detached dwelling unit shall be 6,000 square feet. The minimum lot area for each single-family attached dwelling unit shall be 1,350 square feet.

(f) *Open space.* Upon any proposed site, that portion of the site devoted to open space shall be an area equal in size to 1.1 times the total residential floor area. If any portion of such open space is proposed for dedication or for common ownership or management, the provisions of § 1381.03 shall be met. ***OPEN SPACE*** is defined as the total horizontal area of all portions of the site not covered by buildings, parking areas, streets or access drives and lot areas devoted to private single-family usage or commercial usage.

(g) *Recreation space.* Upon any proposed site, a portion of the site shall be developed for recreational purposes. The portion of the site area so developed shall be an area or areas equal in size to 0.13 times the total floor area.

(h) *Yard requirements.* Normal yard requirements are waived except that, along the exterior property lines of each site, yards equal to the rear yard requirements of the abutting district shall be provided and, along any exterior street lines, yards equal to the front yard requirements of the adjacent district shall be provided.

(i) *Building spacing.* On any site, no two detached buildings shall be closer to one another than the average height of the two buildings at any two points of comparison.

(Ord. 5745, approved 4-16-1998)

§ 1343.04 NEW CONSTRUCTION RESULTING IN TWO OR MORE PRINCIPAL BUILDINGS ON A LOT.

If one or more new principal building(s) are constructed on a lot so as to result in a total of two or more principal buildings on the lot, with two or more different principal uses present on the lot, then the following additional requirements shall apply.

(a) The lot must meet the minimum lot area specified in the district, and shall not have non-conforming lot area. Where different dimensional requirements apply to different uses, the most restrictive requirement shall apply.

(b) Special exception approval shall be required. The applicant shall show that there is adequate access for emergency vehicles and equipment.

(c) Any new construction shall meet all applicable yard requirements. The total development of the lot shall meet all lot coverage requirements.

(d) The requirements of this section shall not apply with the CBD District.

(e) For a lot with two or more existing principal buildings, see §1323.02(b).

(Ord. 5745, approved 4-16-1998)

§ 1375.08 VARIANCES.

There will be no variances granted in whole or in part of these regulations, except in the following instances.

(a) *Hardship.* Upon application and allegations in writing that extra-ordinary hardship may result from strict compliance with these regulations, the case may be referred to the Planning Commission for the purpose of hearing the cause and determining substitute regulations to accommodate the specific hardships. If by adopting the substitute regulations substantial justice may be done and the public interest served, the Commission may adopt the substitute regulations in lieu of the regulations causing hardship, providing that such variance will not have the effect of nullifying the intent and purpose of the Comprehensive Plan or the spirit of these regulations.

(b) *Mixed residential development.* The standards and requirements of these regulations may be modified in the case of a plan for a mixed residential development which, in the judgment of the Commission, provides adequate public spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed and populated and which also provides the convenants or other legal provisions as will assure conformity to and achievement of the Comprehensive Plan.

(Ord. 4486, approved 10-14-1971)

ARTICLE 1379: DESIGN STANDARDS

Section

1379.01 Conformance required.

1379.02 Streets.

1379.03 Access driveways.

1379.04 Parking lots.

1379.05 Easements.

1379.06 Blocks.

1379.07 Lots.

1379.08 Multi-family developments.

1379.09 Non-residential developments.

1379.10 Flood damage control measures.

1379.11 Design standards for Central Business District.

1379.12 Certificates of appropriateness, appeals and enforcement relating to facade, signs and awning design standards for the Central Business District.

Cross-reference:

Council may waive design provision for Residential RU District, see Part Thirteen, §1343.03

Variances, see Part Thirteen, § 1375.08

Zoning height, area and bulk regulations, see Part Thirteen,Art. 1343

§ 1379.01 CONFORMANCE REQUIRED.

The design standards to which all plans must conform in order that they be approved by the Planning Commission are as contained in this article. The requirements of the Zoning Ordinance, both the general requirements and the requirements for the district in which the development is located, shall also be met.

(Ord. 4486, approved 10-14-1971)

§ 1379.02 STREETS.

The arrangement, character, extent, width, grade and location of all streets shall conform to the Comprehensive Plan and shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety and in their appropriate relation to the proposed uses of the land to be served by such streets. In all cases, streets shall be designed to meet the needs of all users, including not only motor vehicles but also pedestrians, bicyclists and transit users of all ages and abilities. This shall apply to all new streets and to the reconstruction, rehabilitation, repair and maintenance of existing streets.

(a) Where such is not shown in the Comprehensive Plan, the arrangement of streets in a subdivision shall either:

(1) Provide for the continuation or appropriate projection of existing streets and surrounding areas;

(2) Conform to a plan for the neighborhood or planning district prepared by the Planning Commission where topographical or other conditions exist that make continuance of or conformation to existing streets impractical; or

(3) Conform, in the case of multi-family housing projects, industrial developments, commercial districts, unit group projects and the like to a plan approved by the Planning Commission.

(b) No residential street shall be laid out in such a way as to permit or encourage its use by through traffic.

(c) Where a subdivision abuts or contains an arterial street shown on the Comprehensive Plan, the Commission may require a non-access reservation or “buffer strip” containing screen planting along the rear property line, deep lots with rear service ways or such other treatment as may be necessary for adequate protection of residential properties and will afford separation of thru and local traffic.

(d) Where a subdivision borders along or contains a controlled access highway right-of-way as shown on the general street plan for the location of streets (Ord. 2888, 8-24-1961, and all future locations), the Commission may require a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the intervening land. Portions of such width shall be greater where approach grades and future grade separations require additional width.

(e) Reserve strips controlling the access to streets shall be prohibited except where their control is definitely placed under the jurisdiction of the city with conditions approved by the Commission.

(f) Street jogs with centerline offsets of less than 125 feet shall be avoided; residential streets shall intersect collector

streets at “T” street intersections if possible.

(g) A tangent at least 50 feet long shall be introduced between reverse curves on residential streets.

(h) When connecting street lines deflect from each other at any one point, they shall be connected by radial curves adequate to ensure a sight distance of not less than 100 feet for collector streets, 50 feet for residential streets and of such greater radii as the Commission determines for special cases.

(i) Streets shall be laid out so as to intersect as nearly as possible at right angles, and no street shall intersect any other street at less than 60 degrees. Not more than two streets shall converge at one intersection.

(j) Street intersections shall be rounded with radii of:

Street Type	***Radii (Feet)***
Arterial	50
Collector	35
Lane or alley	10
Local	15
Marginal access	15

(k) Street right-of-way widths, pavement and sidewalk widths shall be the minimum specified hereafter.

Street Type	***Right-of-Way Width (Feet)***	***Pavement Width (Feet)****	***Width of Paved Sidewalk (Feet)***
Street Type	***Right-of-Way Width (Feet)***	***Pavement Width (Feet)****	***Width of Paved Sidewalk (Feet)***
Arterial	Pa. Department of Transportation		None
Collector	60	42	5 residential area 10 commercial area
Cul-de-sac	50***	26**	4
Lane or alley	20	20	None
Local	50	26**	4
Marginal access	40	20	4
Pedestrian way	20	-	4

NOTES TO TABLE:
*Measured from face of curb to face of curb for vertical curbs and from beginning of taper or roll for built-up rolled curbs.
**In areas where off-street parking requirements cannot be met, the pavement width shall be increased 10 feet.
***See subsection (m) hereof for turnaround requirements.

(l) Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations and where the Commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Wherever a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract. Where the subdivision abuts on an existing street, developers shall allow a right-of-way from the center of such road equal to one-half that required by the classification into which such road falls, as outlined herein.

(m) Cul-de-sac streets shall not normally be longer than 600 feet. All cul-de-sacs shall be provided at the closed end with a turnaround having an outside right-of-way diameter of at least 90 feet and a cartway diameter of 56 feet. Where cul-de-sac streets exceed 600 feet, larger turnarounds and additional turnarounds may be required.

(n) No street names shall be used which will duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the Commission.

(o) Streets shall not have a grade of less than 1%, nor exceed the following grades unless approved by the Engineering Department.

Street Type	***Percent of Grade***

Arterial	As required by Commonwealth Standards
Collector	10
Lane or alley	12
Local	12
Marginal access	12
Pedestrian way	15

(p) When a street designated as an official bike route by resolution of City Council is resurfaced, repainted, reconstructed, repaired or otherwise rehabilitated, City Council may require that appropriate bicycle markings be incorporated into the street design.

(q) The Engineering Department and Public Works Department shall consult the most current editions of the following engineering manuals as design guidelines to accommodate all street users:

(1) Designing Walkable Urban Thoroughfares, Institute of Transportation Engineers;

(2) Urban Street Design Guide, National Association of City Transportation Officials;

(3) Urban Bikeway Design Guide, National Association of City Transportation Officials.

(Ord. 4486, approved 10-14-1971; Ord. 5023, approved 1-31-1980; Ord. 6328, approved 6-8-2017)

§ 1379.03 ACCESS DRIVEWAYS.

(a) *Conformance to state standards.* Except as provided in this article, all access driveways on public streets shall conform to the Commonwealth of Pennsylvania Department of Transportation Annex No. 1 to the Manual for Highway Occupancy Permits, *Regulations Governing Construction of Access Driveways Within the Right-of-Way of State Highways*, with the latest revisions, which is hereby made a part of these regulations. The term “commercial” includes all non-residential uses.

(b) Governing standards.

Type of Development	***Minimum Width (Feet)***	***Curb Radius***	***Maximum Grade (%)***	***Corner Clearance/ Interior Island (Feet)***	***Edge Clearance (Feet)***
Residential		5 min.			
(0 - 5 du/acre)	8	20 max.	8	30 min.	10 min.
Residential	12 (1-way)	10 min.			
(over 5 du/acre)	24 (2-way)	20 max.	5	30 min.	10 min.
Commercial	12 (1-way)	15 min.			
	24 (2-way)	50 max.	5	30 min.	15 max.

(c) *Closeness to intersection.* No driveway shall be closer to the intersection of any two street lines than twenty feet, measured along the street line.

(d) *Maneuvering area.* Access driveways and parking areas shall be designed to provide ample maneuvering area off the right-of-way to allow vehicles to enter the roadway without backing out and turning on the right-of-way. This provision may be waived in specific cases on streets not designated distributor roads or local streets at the discretion of the Planning Commission.

(e) *Common driveway.* A common driveway serving two adjoining lots may be permitted; provided that, the lot owners submit to the Administrative Officer an instrument duly executed and acknowledged subjecting such lots to such use.

(f) Application for driveway.

(1) Applications for access driveways on public streets shall be submitted by the Administrative Officer to the Engineering Department and the Commission for their review and recommendation.

(2) Applications for access driveways on U.S. and Pennsylvania highways may be submitted by the city to the District Transportation Engineer for his or her review and recommendation.

(g) *Barriers.* Where necessary due to the location of driveways and parking areas, a suitable substantial barrier, such as a raised curb, pipe railing, bollards or wall, shall be installed to prevent vehicular access, except at permitted driveways, to prevent encroachment of vehicles onto sidewalks and elsewhere as may be required by the Administrative Officer in order to protect pedestrians and structures; all such barriers shall be approved by the Administrative Officer.

(h) *Property adjoining distributor roads.* For property adjoining arterial or collector streets where an adequate Gradeary means of access is provided, such as another street or an alley, and where it would not cause undue inconvenience or disadvantage as compared to similar premises or uses on the same road, access driveways should be located on such secondary streets and alleys.

(Ord. 4486, approved 10-14-1971; Ord. 5024, approved 1-31-1980)

§ 1379.04 PARKING LOTS.

(a) Automobile parking facilities shall be provided off-street in accordance with the requirements of the Zoning Ordinance.

(b) At no time shall angle or perpendicular parking be permitted along the public streets. All parking lots and bays permitting parking other than parallel shall be physically separated from the street and confined by curbing.

(c) No one area for off-street parking of motor vehicles shall exceed 36 cars in capacity. Separate areas on a parcel shall be physically separated from one another by planting strips in accordance herewith.

(d) No less than ten feet of open space shall be provided between the curb line of any parking area and the outside wall of any dwelling unit.

(e) Parking lot dimensions shall be no less than those listed in the following table.

Angle of Parking (Degrees)	***Parking Feet***		***Driveway (Feet)***	
	Stall Width	***Stall Depth***	***One-Way***	***Two-Way***
90	9	18	20	24
60	9	21	18	21
45	9	20	15	18
30	9	18	12	15
Parallel	8	22	12	18

(f) All dead-end parking lots shall be designed to provide sufficient back-up area for the end stalls of the parking lots.

(g) Parking areas shall be designed so that each motor vehicle may proceed to and from the parking space provided for it without requiring the moving of any other motor vehicle.

(h) No less than a five-foot radius of curvature shall be permitted for all curb lines in all parking areas.

(i) Except at entrance and exit drives, all parking areas shall be set back from the street line at least five feet.

(j) Any newly constructed parking lots within the CC district shall have a pedestrian entrance that faces onto a public street or a landscaped plaza that abuts a public street.

(Ord. 4486, approved 10-14-1971; Ord. 5870, approved 5-16-2002; Ord. 6402, approved 2-4-2021)

Cross-reference:

Similar provisions, see §§ 1344.06 and 1345.03

§ 1379.05 EASEMENTS.

(a) Easements across lots or centered on rear or side lines shall be provided where necessary as determined by the Planning Commission and shall be at least 15 feet wide.

(b) Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a storm water easement for drainage with a right-of-way conforming substantially with the lines of such watercourse and such further width for construction as will be adequate for the purpose. Parallel streets may be required in connection therewith.

(c) All easements shall be clearly identified as to purpose.

(Ord. 4486, approved 10-14-1971)

§ 1379.06 BLOCKS.

(a) The lengths, widths and shapes of blocks shall be determined with due regard to:

(1) Provision of adequate building sites suitable to the special needs of the type of use contemplated;

(2) Zoning requirements as to lot sizes and dimensions;

(3) Needs for convenient access, circulation control and safety of street traffic; and

(4) Limitations and opportunities of topography.

(b) Blocks lengths shall not normally exceed 1,800 feet or be less than 400 feet.

(c) Pedestrian ways not less than 20 feet wide shall be required where deemed essential to provide circulation, access to

schools, playgrounds, shopping centers, transportation and other community facilities.

(d) Blocks shall have sufficient width to provide for two tiers of lots.

(Ord. 4486, approved 10-14-1971)

§ 1379.07 LOTS.

The lot size, width, depth, shape and orientation and the minimum yard requirements shall be appropriate for the location of the subdivision and the type of development and use contemplated and shall be in accordance with these regulations and the Zoning Ordinance.

(a) Lot dimensions shall conform to the requirements of the Zoning Ordinance; or, if minimum lot sizes are not so required, the following requirements shall apply.

(1) In tracts subdivided into parcels containing one or more acres, parcels shall be arranged so as to allow the resubdivision of any such parcels into smaller lots in accord with the provisions of these regulations.

(2) Depth and width of properties reserved or laid out for commercial or industrial purposes shall be adequate to provide for the off-street parking facilities, loading and/or unloading as required by the type of development contemplated and outlined in the Zoning Ordinance.

(b) Each lot shall abut on a public street not an alley, with satisfactory frontage and access to a public street, except in cases specifically exempted by the Zoning Ordinance or these regulations. All roads that are not public shall maintain standards as specified in § 1379.02(k). At the curved end portion of the cul-de-sac, each lot shall have at least 50 feet frontage at the property right-of-way.

(c) Double frontage and reverse frontage of lots should be avoided, except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation.

(d) Side lot lines shall be substantially at right angles or radial to street right-of-way lines.

(e) In areas zoned for residency, the depth to width ratio shall not exceed three and one-half to one.

(Ord. 4486, approved 10-14-1971)

§ 1379.08 MULTI-FAMILY DEVELOPMENTS.

(a) *Conformity to Zoning Ordinance.* The density, parking and area and building requirements shall in all respects conform to the Zoning Ordinance for multi-family developments.

(b) Arrangement of buildings and facilities.

(1) All of the elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and shape of the plot, the character of the adjoining property and the type and size of the buildings in order to produce a livable and economic land use pattern.

(2) Arrangement of buildings shall be in favorable relation to the natural topography, existing desirable trees, views within and beyond the site and exposure to the sun and other buildings on the site. Grading around buildings shall be designed to be in harmony with natural topography, at the same time assuring adequate drainage and safe and convenient access.

(c) Access and circulation.

(1) Access to the dwellings and circulation between buildings and other important project facilities for vehicular and pedestrian traffic shall be comfortable and convenient for the occupants.

(2) Access and circulation for fire-fighting equipment, furniture moving vans, fuel trucks, garbage collection, deliveries and snow removal shall be planned for efficient operation and convenience.

(3) Walking distance from the main entrance of building to a street, driveway or parking area shall usually be less than 100 feet; exception to this standard should be reasonable justified by compensating advantages, such as desirable views and site preservation through adaptation to topography. In no case shall the distance exceed 250 feet.

(d) *Yards.* Yards shall assure adequate privacy, desirable outlook, adequate natural light and ventilation, convenient access to and around the dwellings and other essential uses.

(e) *Streets, driveways, parking.* Streets, driveways and parking areas shall be as specified in other sections of this article.

(f) Sidewalks.

(1) Street sidewalks and on-site walks shall be provided for convenience and safe access to all living units from streets, driveways, parking areas or garages and convenient circulation and access to all project facilities.

(2) Width, alignment and gradient of walks shall provide safety, convenience and appearance for pedestrian traffic.

(3) The alignment and gradient of walks shall be coordinated with the grading plan to prevent the passage of concentrated surface water on or across the walk and to prevent the pocketing of surface water by walks.

(g) *Planting.* The appeal and character of the site shall be preserved and enhanced by retaining and protecting existing

trees and other site features; and additional new plant material shall be added for privacy, shade, beauty of buildings and grounds and to screen out objectionable features.

(Ord. 4486, approved 10-14-1971)

§ 1379.09 NON-RESIDENTIAL DEVELOPMENTS.

(a) Lotting of individual lots for commercial purposes shall be avoided in favor of a comprehensive design of the land to be used for such purposes.

(b) In the arrangement of buildings and facilities all of the elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and shape of the plot, the character of the adjoining property and the type and size of the buildings in order to produce a livable and economical land use pattern.

(c) Additional width of streets adjacent to areas proposed for non-residential use may be required as deemed necessary by Council to assure the free flow of through traffic from vehicles entering or leaving parking areas.

(d) When adjacent lots proposed for non-residential uses front on a collector or arterial street, the owner may be required to provide a service road for ingress and egress; or, in lieu thereof, the owner may be required to provide an area adjacent to the proposed lots for off-street parking purposes.

(e) (1) Alleys shall be required in commercial and industrial districts, except where other adequate provision is made for off-street loading and parking consistent with the use proposed.

(2) Dead-end alleys shall be avoided; but where this proves impossible, they shall be terminated with a paved turn-around of adequate dimensions.

(f) Every effort shall be made to protect adjacent residential areas from potential nuisance of the proposed non-residential developments, including the provisions of extra depths in parcels backing up on existing or potential residential developments and provisions for a permanently landscaped evergreen buffer strip.

(g) Streets carrying non-residential traffic shall not normally be extended to the boundaries of the adjacent existing or potential residential areas or connected to streets intended for predominantly residential traffic.

(h) When possible, parking areas shall be located or designed in such a manner that they are visibly secluded from eye level of the surrounding area. Grading to depress the parking area, raised berms, landscaping or fencing are satisfactory methods to create such seclusion.

(i) All area, design and parking requirements shall conform to the Zoning Ordinance.

(Ord. 4486, approved 10-14-1971)

§ 1379.10 FLOOD DAMAGE CONTROL MEASURES.

(a) Design standards and improvements generally.

(1) Where not prohibited by this or any other laws or ordinances, land located in flood-prone area(s) may be platted for development with the provision that the developer construct all buildings and structures to preclude flood damage in accordance with this and any other laws and ordinances regulating such development.

(2) Building sites for residences or any other type of dwelling or accommodation shall not be permitted in any floodway area. Sites for these uses may be permitted outside the floodway area if the sites or dwelling units are elevated to a height at least one and one-half feet above the elevation of the 100-year flood. If fill is used to raise the elevation of a site, the fill area shall extend out laterally for a distance of at least 15 feet beyond the limits of the proposed structures.

(3) Building sites for structures or buildings other than for residential uses shall also not be permitted in any floodway area. Also such sites for structures or buildings outside the floodway shall be protected as provided for in subsection (a)(2) hereof. However, Council may allow the subdivision or development of areas or sites for commercial and industrial uses at an elevation less than one and one-half feet above the one hundred year flood if the developer otherwise protects the area to that height or assures that the buildings or structures will be flood-proofed at least up to that height.

(4) If the city determines that only a part of a proposed plat can be safely developed, it shall limit development to that part and shall require that development proceed consistent with this determination.

(5) When a developer does not intend to develop the plat himself and the city determines that additional controls are required to ensure safe development, it may require the developer to impose appropriate deed restrictions on the land. Such restrictions shall be inserted in every deed and noted on every recorded plat.

(6) The plan shall show the boundary of the 100-year floodplain utilizing the Type 15 Flood Insurance Study.

(b) *Excavation and grading.* Where any excavation or grading is proposed or where any existing trees, shrubs or other vegetative cover will be removed, the developer shall consult the County Conservation District representative concerning plans for erosion and sediment control and to also obtain a report on the soil characteristics of the site so that a determination can be made as to the type and degree of development the site may accommodate.

(c) *Alteration of streams or watercourses.* No alteration or relocation of a stream or watercourse can take place without obtaining the required permit from the Department of Environmental Resources. Prior to such alteration or relocation, adjacent communities, the State Department of Community Affairs and Federal Insurance Administration shall be notified.

Under no circumstance shall any alteration or relocation take place which will lower the flood carrying capacity.

(d) *Streets.* The finished elevation of proposed streets shall be not more than two feet below the 100-year flood elevation. The city may require, where necessary, profiles and elevations of streets to determine compliance with this requirement. Drainage openings shall be sufficient to discharge flood flows without unduly increasing flood heights.

(e) *Sewer facilities.* All sanitary sewer systems located in flood-prone areas, whether public or private, shall be flood-proofed up to a point one and one-half feet above the 100-year flood.

(1) The city may prohibit installation of sewage disposal facilities requiring soil absorption systems where such systems will not function due to high ground water, flooding or unsuitable soil characteristics. The city may require that the developer note on the face of the plat and in any deed of conveyance that soil absorption fields are prohibited in designated areas.

(2) The city may prescribe adequate methods for waste disposal. If a sanitary sewer system is located on or near the proposed subdivision and/or land development, the city shall require the developer to provide sewage facilities to connect to this system where practical, and shall prescribe the procedures to be followed by the developer in connecting to the system.

(f) *Water facilities.* All water systems located in flood prone areas, whether public or private, shall be flood-proofed to a point one and one-half feet above the 100-year flood elevation. If there is an existing public water supply system on or near the subdivision, the city shall require the developer to connect to this system where practical, and shall prescribe the procedures to be followed by the developer in connecting to the system.

(g) *Other public utilities and facilities.* All other public and/or private utilities and facilities shall be elevated or flood-proofed to a point one and one-half feet above the 100-year flood elevation.

(h) Drainage facilities.

(1) Storm drainage facilities shall be designed to convey the flow of surface waters without damage to persons or property. The system shall ensure drainage at all points along streets, and provide positive drainage away from buildings and on-site waste disposal sites.

(2) Plans shall be subject to the approval of city. The city may require a primarily underground system to accommodate frequent floods and a secondary surface system to accommodate larger, less frequent floods. Drainage plans shall be consistent with local and regional drainage plans. The facilities shall be designed to prevent the discharge of excess runoff onto adjacent properties.

(Ord. 4866, approved 11-18-1977)

§ 1379.11 DESIGN STANDARDS FOR CENTRAL BUSINESS DISTRICT.

(a) General.

(1) The purpose of these design standards is to guide the design of buildings constructed in the CBD Zoning District to ensure that, through appropriate use of facades, windows, building orientation and architectural details, new structures and alterations of existing structures are physically and visually compatible with other buildings within the downtown business district. Existing buildings in the downtown area reflect a distinctive but varied set of Nineteenth and Twentieth Century architectural styles. It is the desire of the city to have buildings that are sensitive to the existing architectural styles.

(2) These standards are intended to encourage quality design in new building construction, enhance street safety and provide a comfortable street environment by providing features of interest to pedestrians. Good design results in buildings that are in visual harmony with nearby buildings, leading to a central downtown district that is attractive, interesting, active and safe. These qualities, in turn, contribute to the creation of a downtown core that facilitates easy pedestrian movement and establishment of a rich mixture of uses.

(b) Dimensional standards.

(1) Lot area, lot width, and lot depth: as specified in the CBD zoning district.

(2) Setbacks: new construction and infill buildings must maintain the alignment of facades within 18 inches along the sidewalk edge. Exceptions may be granted if the setback is pedestrian-oriented and contributes to the quality and character of the streetscape. An example would be for outdoor dining.

(3) Building height: the minimum height of a structure at the sidewalk edge shall be 18 feet or the average height of the buildings on that block, whichever is higher.

(c) Pedestrian accessibility.

(1) Buildings shall maintain and enhance the pedestrian scale and orientation of the downtown core.

(2) Special attention shall be given to designing a primary building entrance, which is both attractive and functional.

(3) Buildings located at the intersection of two streets shall consider the use of a corner entrance to the building.

(4) Pedestrian environment may be enhanced by street furniture, landscaping, awnings and movable planters of seasonal flowers.

(d) *Compatibility with existing downtown businesses.* The size and shape of proposed construction shall be comparable with the size and shape of surrounding buildings. Where building sizes will not be equivalent or comparable, larger building

facades shall be broken down into units that resemble the size of existing storefront facades. Likewise, the form of new construction shall complement the general shape of existing, nearby storefront buildings and their features.

(e) Building materials and colors.

(1) Facades shall be varied and articulated to provide visual interest to pedestrians. Within larger projects, variations in facades, floor levels, architectural features and exterior finishes shall create the appearance of several smaller buildings.

(2) Exterior building materials shall convey an impression of durability. Materials such as masonry, stone, stucco and wood are encouraged. Metal siding is not permitted as the primary exterior building material, but metal may be used for accents including awnings. Other materials not permitted as primary wall surfaces are: vinyl siding; cast block; glass block; faux stone; plywood sheathing; chipboard or wood composite sheathing; plastic composite sheathing; fiberglass panels; board-and-batten; or rough wood surfaces. Cast block, glass block and other materials and treatments may be used on a minority of the surfaces within the facade for the purpose of providing decorative elements or visual breaks.

(3) Where masonry is used for exterior finish, decorative patterns should be incorporated. Examples of these decorative patterns include multicolored masonry units such as brick, stone or cast stone, in layered or geometric patterns or split-faced concrete block to simulate a rusticated stone-type construction.

(4) Wood siding must be bevel, shingle siding or channel siding and must not be applied in a diagonal or herringbone pattern. T-111 style siding is not permitted.

(5) Preferred colors for exterior building finishes are earth tones, creams and pastels of earth tones. High-intensity primary colors and metallic colors may be utilized as trim and detail colors but shall not be used as primary wall colors.

(f) Roof materials, parapets and roof pitch.

(1) Pitched roof structures shall have a minimum roof pitch of 6:12.

(2) Flat roofs are permitted with detailed parapets or detailed brick coursing.

(3) Visible sloped roofs must be a “non-color”: gray; black; or dark brown.

(4) Visible roof materials must be slate, tile, wood or architectural grade composition shingle, or sheet metal with standing or batten seam.

(5) All roof and wall-mounted mechanical, electrical, communications and service equipment, including satellite dishes and vent pipes, must be screened from public view by parapets, walls or by other approved means consistent and compatible with the architectural style of the building.

(6) The design should be applicable to a variety of business and/or residential uses and not specific to one business or corporate entity. Roof outlines or materials, which serve as a business or corporate identity, are not permitted.

(g) Building facades.

(1) Building entrances must be architecturally emphasized and visible from the street.

(2) Ornamental devices, such as molding, entablature and friezes, are encouraged at the roofline.

(3) Alcoves, porches, arcades and the like. Buildings should incorporate features such as arcades, roofs, porches, alcoves, porticoes and awnings to protect pedestrians from the rain and sun. Awnings and entrances may be designed to be shared between two structures.

(4) For buildings designed to house retail, service or office businesses, traditional storefront elements are required. These elements include:

(A) Clearly delineated upper and lower facades;

(B) A lower facade dominated by large display windows and a recessed entry or entries; required window areas must be either windows that allow views into working areas, or lobbies, pedestrian entrances or display windows;

(C) Smaller, regularly spaced windows in the upper floor(s); and

(D) Decorative trims, such as window hoods, surrounding upper floor windows.

(h) *Windows.* All new buildings must provide ground floor windows on any elevation abutting the street. Windows, which allow views to the interior activity or display areas, are encouraged. Windows should include architecturally appropriate trim or molding around the perimeter, sills at the bottom and pediments at the top. If this is not possible, then some compensatory element must be added. Reflective glass and painted or darkly tinted glass are discouraged.

(i) Landscaping/streetscape.

(1) Benches, outdoor seating and trash receptacles must complement the existing ornamental street lighting and be in keeping with the overall architectural character of the downtown.

(2) Benches and other streetscape items may be placed within the public right-of way, but must not block free movement of pedestrians. A minimum pedestrian walkway width of five feet must be maintained at all times.

(j) Lighting.

(1) All building entrances and exits must be well lighted.

(2) Exterior lighting must be an integral part of the architectural design of the structure.

(3) Minimum lighting level in accordance with Art. 1344 and 1346.

(k) *External storage.* The external storage of merchandise and/or materials directly or indirectly related to a business is prohibited.

(l) *Outdoor seasonal displays of merchandise.* Outdoor seasonal displays of merchandise are permitted during business hours only. A minimum pedestrian walkway width of five feet must be maintained at all times.

(m) *Trash and recycling storage.* Each structure shall provide for collection of its trash and recyclable materials within the boundaries of each parcel. All trash collection areas must be located within the structure, or behind the building in an enclosure, in accordance with Art. 1151. On the street level, mechanical elements, refuse storage areas and loading dock areas must be out of view of pedestrians. This should be a part of the building design and not simply added fencing.

(n) *Signage.* In accordance with § 1346.06(i).

(o) *Additional requirements.* The above provisions shall be applicable to any construction or change in use subject to site and design review. The Planning Commission of the City of Williamsport will evaluate construction for compliance with these provisions and the zoning ordinance, subject to acceptance by Williamsport City Council.

(Ord. 6133, approved 4-30-2009)

§ 1379.12 CERTIFICATES OF APPROPRIATENESS, APPEALS AND ENFORCEMENT RELATING TO FACADE, SIGNS AND AWNING DESIGN STANDARDS FOR THE CENTRAL BUSINESS DISTRICT.

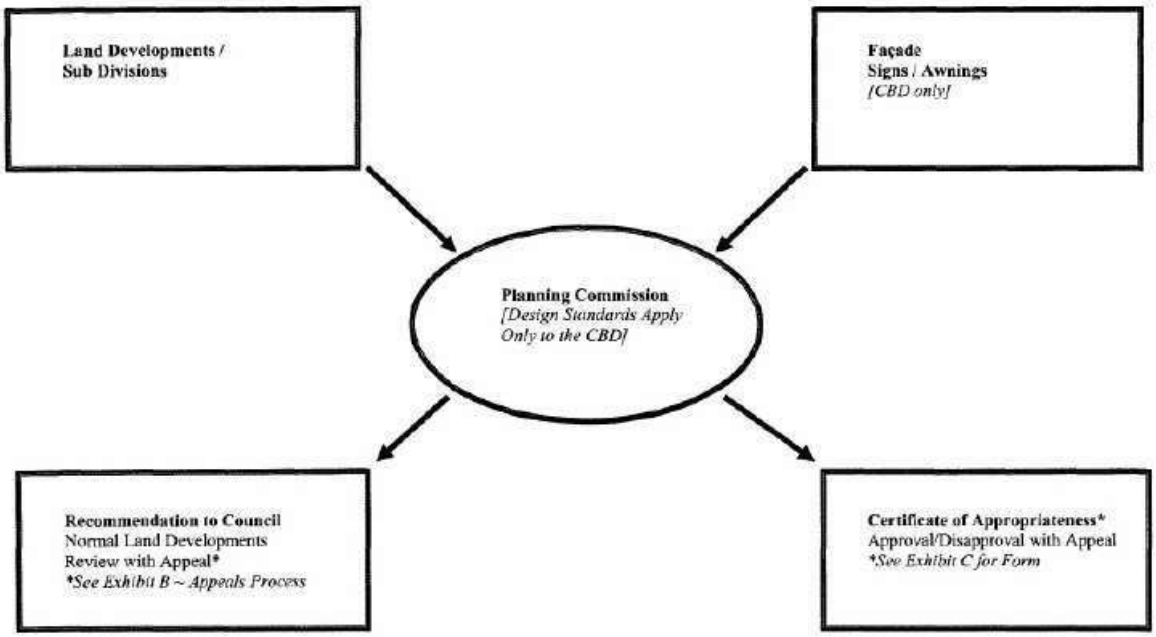
(a) *Recommendation to Council; certificate of appropriateness.* Upon receipt of the written advice or recommendations of the Planning Commission relating to facade, signs and awnings, Council shall consider at a regular or special meeting the question of issuing to the Building Inspector a certificate of appropriateness authorizing a permit for the work covered by the application. The City Clerk shall give the applicant not less than five days' written notice of the time and place of the meeting at which his or her application will be considered and of the fact that he has the right to attend and be heard as to his or her reasons for filing the same. However, the applicant may execute and file a written waiver of the five-day notice requirement if he or she elects to do so in order that the meeting may be scheduled at an earlier date. In determining whether or not to certify to the appropriateness of the proposed erection, reconstruction, alteration, restoration, demolition or razing of all or part of such building, Council shall consider the same factors as the Planning Commission as set forth in the report of the Commission. If Council approves the application, it shall issue a certificate of appropriateness authorizing the Building Inspector to issue a permit for the work covered. If Council disapproves, it shall do so in writing, giving reasons therefor; and a copy thereof shall be given to the applicant and to the Building Inspector. The disapproval shall indicate what changes in the plans and specifications would meet the conditions for protecting the distinctive central business district character. In any event, Council shall render its decision no later than 30 days from receipt of the written recommendations of the Board.

(b) *Appeal from disapproval.* Upon receipt of the written disapproval of Council, the Building Inspector shall disapprove the application for a building permit and so advise the applicant. The applicant may appeal from the disapproval as provided by the Local Agency Law (2 Pa.C.S.A. §§ 101 et seq.).

(c) *Enforcement.* The Building Inspector shall have the power to institute any proceedings at law or in equity necessary for the enforcement of this article in the same manner as in his or her enforcement of other building, zoning or planning legislation or regulations of the city.

(Ord. 6131, approved 4-30-2009)

Land Development ~ Sub Division ~ Façade Flow Chart



Planning Commission meets every two weeks. Flow chart requires no additional processing time.

Exhibit A

City of Williamsport Bureau of Codes 327-7517

Building PERMIT APPLICATION

Number 20090124 Application Date 2/2/2009 Total Fees

Property Information Zoning District

Tax ID 0-TEST Owner

Location 0 Phone

Contractor Information

Name Phone

Address

Electrical Inspector Master Plumber:

Construction Information

Application is hereby made for a Permit for the construction as indicated by the attached plan and/or construction plan drawn to scale, submitted herewith and for purposes herein described.

Category

Type Estimated Value $0

Comments

1. NOTICE: This permit is void if building operations are not started within six (6) months of the date of issuance, or abandoned for a period of (6) six months, and completed within two (2) years. 25% will be released on permits withdrawn. IF THE PROPERTY IS SUBJECT TO A VIOLATION NOTICE THE TIME LIMITS IN THE NOTICE SHALL PREVAIL.
2. NOTICE: All contractors must secure a business privilege tax license prior to starting any construction in the city. For a license contact: 1-800-223-9829
3. NOTICE: Act 45 requires that a fee of $4.00 be assessed for each building permit issued. The fee is to be forwarded to the State Treasury and deposited in the Municipal Code Official training account.
4. NOTICE TO TAXPAYERS: Under the provisions of City Ordinance No. 1878, you may be entitled to a property tax exemption on your completed alteration or new construction. An application for exemption may be secured from the Bureau of Code Enforcement and must be filed with the City at the time a building permit is secured. You may also apply for pre-approval prior to the issuance of a building permit. Article 253.05 of the City's Codified Ordinance interprets, at the time a building or alteration permit is secured to allow an application to be submitted thirty (30) days from the date the building or alteration permit is secured. Any application for tax exemption received more than thirty (30) days after the date of the building or alteration permit will not be accepted. If construction or reconstruction has been started prior to securing a building permit, you are in violation of the City's building code and the LERTA application will not be accepted.

Applicant's Statement: The owner hereby agrees to comply with ALL ordinances of the City of Williamsport, PA and with all the rules and regulations of all departments thereof which are applicable herein and to do so were not specifically covered by this application and its attached plan.

Applicant's Signature Date

Zoning Officer's Signature Date ☐ Approved ☐ Denied

City Engineer's Signature Date ☐ Approved ☐ Denied

This form is an application until signed by the Building Official. When so signed, it is a permit to build as described.

Building Official's Signature Date ☐ Approved ☐ Denied

Exhibit C

CENTRAL BUSINESS DISTRICT
CERTIFICATE OF APPROPRIATENESS

Property Location Data:

Work Must Commence within **SIX MONTHS of** [Date of CC Appr]

Work To Be Completed: Two years from date of ISSUE.

The Planning Commission **APPROVED** this request on the ___ day of _____ 2009.

The CITY COUNCIL of the City of Williamsport APPROVED the issuing of this Certificate of Appropriateness for the above named property on the _____day of _____ 2009.

Attest:

President
Williamsport City Council

City Clerk

Copy: Building Inspector
Chairman of Planning Commission
Secretary of Planning Commission

Exhibit E:
RFP Summary Page

RFP SUMMARY PAGE
1609 Memorial Avenue
Redevelopment Project

Development Team
Ownership Entity:
Primary Contact:
Address:
Phone:
E-mail:
Consultant(s):
Partner:
Architect:
Contractor(s):

RFP Summary
Acquisition Offer:
Total Estimated Project Cost:
DEVELOPER Equity:
Total Estimated Project Gap:
Complete any fields that apply.
Total Residential Units:
Total Retail Square Footage:
Total Office Square Footage:
Other (please specify):
Other (please specify):
Other (please specify):
Project Timeline
Construction Start:
Construction Duration:

Exhibit F:
Sources and Uses Budget

PROJECT SOURCES AND USES OF FUNDS

Redevelopment Team: _____

Budget Category	Overall Project Budget
SOURCES OF FUNDS	
Loan #1	
Loan #2	
Loan #3	
Equity	
Grants	
Other Source #1	
Other Source #2	
TOTAL SOURCES OF FUNDS	
USES OF FUNDS	
Acquisition	
Hard Costs and FF&E	
Soft Costs	
Miscellaneous Costs	
TOTAL USES OF FUNDS	
ADDITIONAL REQUIRED GAP FINANCING OR EQUITY	