

**11 SHURS LANE
OCTOBER 7, 2024
SUBMISSION TO PHILADELPHIA HISTORICAL COMMISSION**

EXHIBIT “7”

COMPLETE ZONING BOARD PRESENTATION



11 SHURS LANE

METAL SIGNAGE

11 SHURS LANE

Ryan N. Boland
Principal Attorney
(267) 338-1312 (Direct Dial)
(267) 338-1335 (Fax)
rboland@offitkurman.com

May 24, 2024

[Via Email Only – RCOZBA@Phila.gov,](mailto:RCOZBA@Phila.gov)
[BoardCounsel@phila.gov,](mailto:BoardCounsel@phila.gov)
PCPC.Zoning@phila.gov

Zoning Board of Adjustment
1515 Arch Street, 18th Floor
Philadelphia, PA 19102

Re: 11 Shurs Lane
Meeting ID – MI-2024-000798
Zoning Permit – ZP-2024-00656
Hearing Scheduled for May 29, 2024 at 2:00 PM

Dear Zoning Board of Adjustment and Ms. Emerson

We represent the Applicant, Andrew Langsam, who is the equitable owner of the property. Below is an identification of the witnesses we will call at the hearing, as well as an index of the exhibits being submitted to the Zoning Board. We have also provided a summary of the evidence that will be presented at the hearing in support of the single use variance, as well as a description of the letters indicating the overwhelming community support.

Summary of Support and Evidence

This request for a use variance solely seeks relief from the ICMX prohibition on multi-family residences. The Applicant seeks to have 922 sf of ground floor commercial space, 42 residential units, 37 parking spaces, and a truck loading zone in a four-story 38' tall building, which property has unique physical and topographical conditions that create a hardship to have any as-of-right use. The unique qualities, which will be supported by testimony from the design professional team, the listing commercial real estate broker, as well as photographs and renderings, include that Shurs Lane is a steep hill that is too narrow for large trucks and offers no parking on the property's side of the street, that is located off the desirable Main Street, as well as that the property has a narrow street frontage while being a very deep lot, surrounded by the SEPTA tracks on one side and tall walls on the rear and other side of the building. Those conditions, compounded by the fact the site sits on bedrock and does not permit economically feasible underground parking, makes it impossible to have an economically viable as-of-right use.

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Despite the unique and challenging qualities of this property, the local listing agent Christopher Pennington who is a Partner and Senior Vice President at Biswanger, engaged in 9-months of exhaustive marketing attempts for an as-of-right user, but he was unable to find anyone to use the property for as as-of-right use. Mr. Pennington has signed a letter and will opine at the hearing why he was not able to and cannot locate an as-of-right user. Mr. Pennington's letter and testimony, will rebut the bald statements in the RCO's letter (not made by a real estate broker) that an as-of-right user is economically viable.

The applicant satisfies the Code's requirement for a variance because the hardship relates to the unique physical conditions of the property that prohibit the property from being developed within the Code and the variance is necessary to permit a reasonable use of the property, without altering the character of the neighborhood, and at the minimum amount needed to afford relief. Instead of having 100% commercial or industrial uses (which the broker was unable to find), the plans call for activating the street level by having an approximately 950 sf commercial space on the street front of the property, with 37 parking spaces on the ground level and a small apartment lobby, with 3 stories of apartments above the first-floor garage and commercial space.

The immediate and closest neighbors to this property are all businesses and we have written support from Councilman Curtis Jones, Jr. and the local business community. The letters of support include those from:

1. Councilman Curtis Jones, Jr.
2. The only immediate neighbor other than the railroad tracks – GJ Littlewood & Sons, who owns the property at 4045 Main Street and surrounds 2 side of the property..
3. Manayunk's business development organization – the Manayunk Development Corporation – whose 21 member board voted to approve the letter of support and has representatives from three representatives from seven different groups (community at-large, business at-large, wellness/specialty, retail, restaurant, professional/office/industrial, and commercial property owner)
4. The Manayunk Special Services District – whose board voted to approve the letter of support and has representation from the owners of businesses throughout Manayunk.
5. Individual letters of support from another 8 Manayunk business owners
6. 58 signatures of support from neighbors in Manayunk

In 2023, Andrew Langsam initially sought a variance to build 45 residential units on this location, without any commercial space on the ground floor. The RCO, Manayunk Neighborhood Council ("MNC"), issued a letter of opposition the week of the September 2023 zoning board hearing, which essentially stated that the opposition was because the RCO opined that there must be an as of right tenant that does not require large delivery trucks, as there are

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other commercial businesses in Manayunk. Subsequent to the RCO meeting, the commercial listing agent was consulted, and he provided testimony at the zoning hearing addressing the RCO's concern voiced at the RCO meeting that we did not have Mr. Pennington present to explain his marketing efforts and why there was a hardship. After losing the appeal before the Zoning Board of Adjustment, Langsam re-engaged with the RCO and other members of the community to find a way to satisfy the RCO's demand for a commercial use, and was able to get the Councilman to change his position to one of support.

Langsam submitted a zoning appeal for revised plans, which downsized the plans from 45 units to 42 units and replaced a large residential building lobby with approx.. 950 sf of commercial space at the street level. After getting feedback from the RCO's board, a small truck/van loading zone was added just inside the ground level parking garage. At the formal RCO meeting on this appeal, the public comment section was cut off by MNC once participants with no direct connection to Langsam voiced their support for the variance, with one of MNC's board members ceasing the public comment and telling the community he was making a motion to oppose the project. MNC again issued a letter of opposition, stating they "believe the property can and should be developed as a commercial property" and concluding that "MNC remains opposed to the primarily residential proposal. The small commercial space added in this proposal does not meaningfully address community concerns." The MNC's letter of opposition voiced no concerns about the amount of parking (37 spaces for 42 units), the number of units, or any effect this use would have on the community (other than one person who did not want to lose the current illegal parking lot).

MNC's record of the vote at the RCO meeting states that there were 30 attendees, 16 members of MNC opposed the project, zero notified neighbors opposed the project, and two other attendees opposed the project, whereas three other attendees supported the project. Although 16 non-near neighbors from the MNC and 2 other non-near neighbors opposed the project, there are no immediate residential neighbors and all of the immediate neighbors and nearby business neighbors support the project. Thus, there are 18 non-near neighbors opposed, but the only immediate neighbor and no less than 70 near and other neighbors support the project, along with Councilman Jones, and the representatives of the entire business community in Manayunk from the MDC and MSSD, whose Boards (which include near neighbors and the owner of 10 Shurs Lane that is directly across Shurs Lane) voted to sign letters of support. In short, although a limited number of non-near neighbors from the residential community may oppose the project because they want an unspecified 100% commercial use at the property, the testimony from the experts supports that an as-of-right use is not economically feasible due to the unique features and location of this property, and the entire community of near neighbor businesses and the City Councilman supports the variance.

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The applicant will also present his design professional team to testify that the unique physical circumstances and conditions of the property, which are peculiar to the property, make it such that there is no possibility the property can be used in strict conformity with the Code and that a variance is necessary to enable the viable economic use of the property (and that the hardship cannot be cured by granting a dimensional variance).

In sum, the applicant will present substantial evidence at the hearing establishing all of the elements required for the Board to grant a use variance, to permit a mixed-use project rather than a purely commercial/industrial project, which relates to the unique physical conditions of the property and not those generally created in Manayunk or ICMX, which prohibit the property from being developed within the Code and that the variance is needed to enable the viable economic use of the property, and cannot be cured by the grant of any dimensional variance. The applicant will also establish that this hardship was not self-inflicted, granting the variance will not alter the essential character of the neighborhood or be detrimental to the public welfare and that there is broad support for this project. The Applicant will testify at the hearing how the variance sought is the minimum relief that will afford relief.

Index of Exhibits

- A. Two 3D Renderings Imposed on Current Images of Property**
- B. Refusal**
- C. Letter of Support from Councilman Jones**
- D. Letter of Support from Manayunk Development Corporation**
- E. Letter of Support from Manayunk Special Services District**
- F. Letter of Support from Only Immediate Neighbor on 2 Sides– 4045-61 Main Street (Former Littlewood Dyeworks)**
- G. Letters of Support from Neighbors At Corner of Shurs Lane and Main Street**
 - 4100 Main Street – Brian Corcodilos – business owner at SW Corner of Main Street and Shurs Lane and Board Member of MDC and MSSD
 - 4050 Main Street- Citylight Church – business owner at SE Corner of Main Street and Shurs Lane
- H. Letters of Support from Other Nearby and Manayunk Neighbors**
 - 4120 Main Street – Pilgram Coffee House (1/2 block NW from Main and Shurs)
 - 4159 Main Street – Trek Bike Store (1.5 block NW from Main and Shurs)
 - 102 Jamestown Ave – The AniMedic (one block northwest)
 - 4167-69 Main Street – City of Paws & Petcare (owner lives at 268 Osborn St.)
 - 4453 Main Street – Kosta Fotiadis – Main Street business owner
 - 6064 Ridge Ave. – Ridge Avenue Business Owner
- I. Petition of Support from 58 Neighbors**

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- J. Photographs, Aerial Images**
- K. Additional Renderings**
- L. Updated Zoning Plans – Existing Conditions, Zoning Site Plan, Elevations/Turning**
- M. Letter from Commercial Real Estate Broker, Christopher Pennington, SVP and Partner at Biswanger**
- N. RCO's First Letter of Opposition**
- O. RCO's Second Letter of Opposition**
- P. Proviso Plans Form**
- Q. Application for Appeal to ZBA**
- R. Project Information Form**
- S. Agreement of Sale**
- T. Tax Clearance Certificate – Printout from Department of Revenue**
- U. Photos of Posting**
- V. RCO Meeting Notification and Certificate of Bulk Mailing**

List of Witnesses

- Andrew Langsam – Equitable owner of the property
- Chris Pennington – Senior Vice President and Partner at Biswanger (listing agent)
- David Plante, PE and/or Dennis Kurek, RLA – Ruggiero Plante Land Design
- Carl Gutilla – 3GHC Architects, LLC (architect)
- Various near neighbors may also appear and testify

Very truly yours,



RYAN N. BOLAND

RNB
Enclosures

cc: Kevin Smith, Manayunk Neighborhood Council
John Hunter, Manayunk Neighborhood Council

TABLE OF CONTENTS

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 - 6064 Ridge Ave. – Ridge Avenue Business Owner
- I. Petition of Support from 58 Neighbors**
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- K. [RESERVED]**
- L. Updated Zoning Plans – Existing Conditions, Zoning Site Plan, Elevations/Turning**
- M. Letter from Commercial Real Estate Broker, Christopher Pennington, SVP and Partner at Biswanger**
- N. RCO’s Letter of Opposition of Purely Residential Project**
- O. RCO’s 2024 Letter of Opposition**
- P. Proviso Plans Form**
- Q. Application for Appeal to ZBA**
- R. Project Information Form**
- S. Agreement of Sale**
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EXHIBIT "A"

3D RENDERINGS OF PROPERTY



11 SHURS LANE

METAL SIGNAGE

11 SHURS LANE



EXHIBIT "B"

REFUSAL

Notice of: **Refusal** **Referral**

Application Number: ZP-2024-000656	Zoning District(s): ICMX	Date of Refusal: 2/9/2024
Address/Location: 11 SHURS LN, Philadelphia, PA 19127-2113 Parcel (PWD Record)		Page Number Page 1 of 1
Applicant Name: David Plante, P.E. DBA: Ruggiero Plante Land Design	Applicant Address: 5900 Ridge Avenue Philadelphia, PA 19128 USA	Civic Design Review? N

Application for:

FOR THE ERECTION OF A FOUR (4) STORY STRUCTURE. FOR USE AS A VACANT COMMERCIAL SPACE (USE REGISTRATION REQUIRED PRIOR TO OCCUPANCY) ON THE FIRST FLOOR AND MULTI-FAMILY (FORTY-TWO (42) DWELLING UNITS) HOUSEHOLD LIVING WITH THIRTY-SEVEN (37) INTERIOR OFF-STREET ACCESSORY PARKING SPACES; SIZE AND LOCATION AS SHOWN IN THE APPLICATION/PLAN.

The permit for the above location cannot be issued because the proposal does not comply with the following provisions of the Philadelphia Zoning Code. (Codes can be accessed at www.phila.gov.)

<u>Code Section(s):</u>	<u>Code Section Title(s):</u>	<u>Reason for Refusal:</u>
Table 14-602-3	Uses Allowed in Industrial Districts - Refusal	HOUSEHOLD LIVING IS NOT PERMITTED IN THIS ZONING DISTRICT, ICMX. WHEREAS, THE APPLICATION PROPOSES MULTI-FAMILY (FORTY-TWO (42) DWELLING UNITS) HOUSEHOLD LIVING.

ONE (1) USE REFUSAL

Fee to File Appeal: \$ 300

NOTES TO THE ZBA:

N/A

Parcel Owner:

SMITH BOYDING



CHANWOO JUNG
PLANS EXAMINER

2/9/2024
DATE SIGNED

Notice to Applicant: An appeal from this decision may be made to the Zoning Board of Adjustment, One Parkway Building, 1515 Arch St., 18th Fl., Phila., PA 19102 within thirty (30) days of date of Refusal / Referral. Please see appeal instructions for more information.

EXHIBIT "C"

LETTER OF SUPPORT FROM COUNCILMAN CURTIS JONES,

JR.



CITY OF PHILADELPHIA
CITY COUNCIL

CURTIS JONES, JR.
ROOM 404, CITY HALL
PHILADELPHIA, PA 19107
(215) 686-3416 or 3417
Fax No. (215) 686-1934

COUNCILMAN - 4TH DISTRICT
MAJORITY WHIP

March 18, 2024


Mr. William Bergman
Chairman
Zoning Board of Adjustment
1515 Arch Street-18th Floor
Philadelphia, PA 19102

Re: 11 Shurs Lane
SUPPORT

Dear Chairman Bergman:

I am pleased to support this application. I believe it will be a positive addition to the neighborhood. As always, please feel free to contact me with any questions or concerns.

Sincerely,


Curtis Jones Jr.
Councilman-4th District

COMMITTEES

Chairman
Committee on Public Safety
Legislative Oversight

Vice Chair
Housing Neighborhood Development & The Homeless

Member
Rules
Law & Government
Licenses & Inspection
Public Property
Transportation & Public Utilities
Finance
Parks, Recreation & Cultural Affairs
Commerce & Economic Development

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EXHIBIT "D"

**LETTER OF SUPPORT FROM MANAYUNK DEVELOPMENT
CORPORATION**



Manayunk Development Corporation

Re: Proposed Mixed-Use Redevelopment of 11 Shurs Lane, Philadelphia, PA 900 Square Ft. 1st floor Commercial Unit, 42 Residential Units, and 37 Parking Spaces

To The Zoning Board of Adjustments:

We were provided a copy of the zoning plan from Ruggiero Plante Land Design, dated March 22, 2024, showing the plans for the redevelopment of 11 Shurs Lane, which include a commercial space of approximately 900 square feet, 42 residential units, as well as a parking lot with 37 parking spaces and a truck loading zone. We were also provided with a copy of a 3D rendering of the project, dated March 12, 2024, from 3GHC Architects, LLC. Finally, we were provided with a copy of the Refusal by the Department of Licenses and Inspections.

We understand that the applicant needs to obtain a variance to obtain approvals of the proposed mixed use. Based upon a review of the Refusal and the Applicant's plans, we are signing this letter to indicate to the Zoning Board of Adjustment that we support the issuance of a variance.

Sincerely,

*Gwen McCauley, Executive Director
Manayunk Development Corporation*

www.manayunk.com

gmccauley@manayunk.org

267.270.3078

Manayunk Development Corporation

4312 Main Street

Philadelphia, PA. 19127



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EXHIBIT "E"

LETTER OF SUPPORT FROM MANAYUNK SPECIAL SERVICES DISTRICT



Re: Proposed Mixed-Use Redevelopment of 11 Shurs Lane, Philadelphia, PA 900 Square Ft. 1st floor Commercial Unit, 42 Residential Units, and 37 Parking Spaces

To The Zoning Board of Adjustments:

We were provided a copy of the zoning plan from Ruggiero Plante Land Design, dated March 22, 2024, showing the plans for the redevelopment of 11 Shurs Lane, which include a commercial space of approximately 900 square feet, 42 residential units, as well as a parking lot with 37 parking spaces and a truck loading zone. We were also provided with a copy of a 3D rendering of the project, dated March 12, 2024, from 3GHC Architects, LLC. Finally, we were provided with a copy of the Refusal by the Department of Licenses and Inspections.

We understand that the applicant needs to obtain a variance to obtain approvals of the proposed mixed use. Based upon a review of the Refusal and the Applicant's plans, we are signing this letter to indicate to the Zoning Board of Adjustment that we support the issuance of a variance.

Sincerely,

A handwritten signature in black ink that reads 'Gwen McCauley'.

Gwen McCauley
Executive Director, Manayunk Development Corporation
Sent On Behalf of the Manayunk Special Services District

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EXHIBIT "F"

**LETTER OF SUPPORT FROM ONLY IMMEDIATE NEIGHBOR ON 2 SIDES—
4045-61 MAIN STREET (FORMER LITTLEWOOD DYEWORKS)**

**RE: Proposed Mixed-Use Redevelopment of 11 Shurs Lane, Philadelphia, PA
Commercial Unit, 42 Residential Units, and 37 Parking Spaces**

To The Zoning Board of Adjustment:

I was provided with a copy of a zoning plans from Ruggiero Plante Land Design, dated March 22, 2024, showing the plans for the redevelopment of 11 Shurs Lane, which include a commercial space of approximately 900 square feet, 42 residential units, as well as a parking lot with 37 parking spaces and a truck loading zone. I was also provided with a copy of a 3D rendering of the project, dated March 12, 2024, from 3GHC Architects, LLC. Finally, I was provided with a copy of the Refusal by the Department of Licenses and Inspections.

I understand that the Applicant needs to obtain a variance in order to obtain approval of the proposed multi-family use. Based upon a review of the Refusal and the Applicant's plans, I am signing this letter to indicate to the Zoning Board of Adjustment that I support the issuance of a variance.



Name: ROBERT G. LITTLEWOOD

Address: G.J. LITTLEWOOD & SON

4045 MAIN STREET

PHILADELPHIA PA 19127

Date: April 22, 2024

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EXHIBIT “G”

**LETTERS OF SUPPORT FROM NEIGHBORS AT CORNER OF
SHURS LANE AND MAIN STREET**

- **4100 Main Street – Brian Corcodilos – business owner at SW Corner of Main Street and Shurs Lane and Board Member of MDC and MSSD**
- **4050 Main Street- Citylight Church – business owner at SE Corner of Main Street and Shurs Lane**


**RE: Proposed Mixed-Use Redevelopment of 11 Shurs Lane, Philadelphia, PA
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I understand that the Applicant needs to obtain a variance in order to obtain approval of the proposed multi-family use. Based upon a review of the Refusal and the Applicant's plans, I am signing this letter to indicate to the Zoning Board of Adjustment that I support the issuance of a variance.

Date: April 8th, 2024



Name: Brian Corcodilos
Address: 4100 Main Street
Phila PA 19127

**RE: Proposed Mixed-Use Redevelopment of 11 Shurs Lane, Philadelphia, PA
Commercial Unit, 42 Residential Units, and 37 Parking Spaces**

To The Zoning Board of Adjustment:

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Name: Paul Fuller,
Address: Citylight Church
4050 Main St

Date: April 30, 2024

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**EXHIBIT “H” – LETTERS OF SUPPORT FROM OTHER NEARBY AND
MANAYUNK NEIGHBORS**

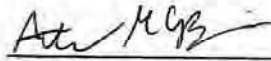
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Name: Alison McBride
Address: 631 Linley 631
Glenide PA
19038

Date: April 5, 2024


Pilgram coffee house

**RE: Proposed Mixed-Use Redevelopment of 11 Shurs Lane, Philadelphia, PA
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DREW CHRISTY 

Name:

Address: 4159 MAIN ST

Date: April 5, 2024

Bike Store

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Name: Keyatta Marks

Address: 102 Janus town Ave

Date: April 5, 2024

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Date: April 5, 2024


Name: ZANE K N I E
Address: 268 OSBORN ST
PHILADELPHIA 19127

CITY OF PAWS + Pet Care


Smoke

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Name: Kosta Fotiadis
Address: 4453 Mann St.

Date: April 8, 2024


**RE: Proposed Mixed-Use Redevelopment of 11 Shurs Lane, Philadelphia, PA
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Date: April 9th, 2024


Name: Matthew McGill
Address: 6064 Ridge Ave
Phila, PA 19138

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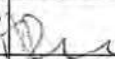
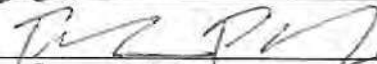

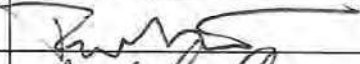

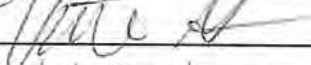
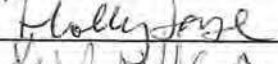
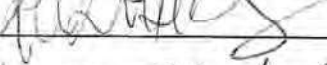
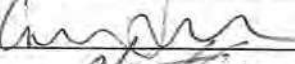

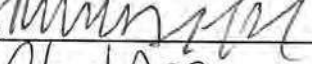
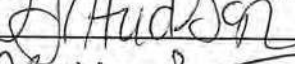





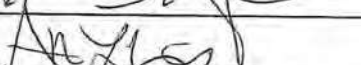

EXHIBIT "I"

PETITION OF SUPPORT FROM 58 NEIGHBORS

**Petition in Support of Variance for Proposed Mixed-Use Redevelopment of
11 Shurs Lane, Philadelphia, Pennsylvania**

I was provided with a copy of a zoning plans from Ruggiero Plante Land Design, dated March 22, 2024, showing the plans for the redevelopment of 11 Shurs Lane, which include a commercial space of approximately 900 square feet, 42 residential units, as well as a parking lot with 37 parking spaces and a truck loading zone. I was also provided with a copy of a 3D rendering of the project, dated March 12, 2024, from 3GHC Architects, LLC. Finally, I was provided with a copy of the Refusal by the Department of Licenses and Inspections.







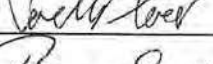
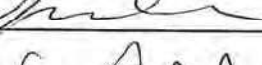
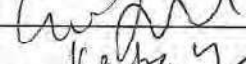
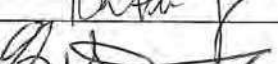




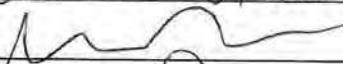
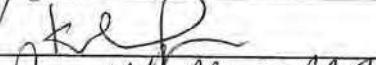
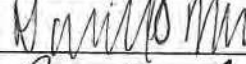

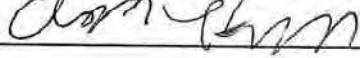

I understand that the Applicant needs to obtain a variance in order to obtain approval of the proposed multi-family use. Based upon a review of the Applicant's plans, I am signing this letter to indicate to the Zoning Board of Adjustment that I support the issuance of a variance.

	<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>
1	Anna Demisenko		3818 Terrace St 105
2	Riley Barber		3818 Terrace Apt 105
3	Alexander Romero		3818 Terrace 107
4	Jana Lambert		3818 Terrace 206
5	Sam Owen		3818 Terrace 203
6	Kate Goldstein		3818 Terrace 201
7	Molly Janze		3818 Terrace 301
8	Kristin Harvey		3818 Terrace St 303
9	Janet	Laura Slathoff	3818 Terrace St 305
10	Corinne Schorr		3818 Terrace St 402
11	Christina Wilkin		3838 Pechin St 204
12	Mikayla Binney		3838 Pechin St 301
13	Gabriella Hudson		5205 Ridge Ave Apt 1
14	Alyssa Salera		141 Jamestown
15	Arthur Thomas		141 Jamestown
16	Jordan Hawk		7949 Ridge Ave
17	Teresa Crosby		Dunham Ave
18	Liz Toghiani		4119 Cresson Street
19	Sam McGraw		10 SHURS LANE 3B
20	Ann Ueberman		113 Davis St

**Petition in Support of Variance for Proposed Mixed-Use Redevelopment of
11 Shurs Lane, Philadelphia, Pennsylvania**

I was provided with a copy of a zoning plans from Ruggiero Plante Land Design, dated March 22, 2024, showing the plans for the redevelopment of 11 Shurs Lane, which include a commercial space of approximately 900 square feet, 42 residential units, as well as a parking lot with 37 parking spaces and a truck loading zone. I was also provided with a copy of a 3D rendering of the project, dated March 12, 2024, from 3GHC Architects, LLC. Finally, I was provided with a copy of the Refusal by the Department of Licenses and Inspections.

I understand that the Applicant needs to obtain a variance in order to obtain approval of the proposed multi-family use. Based upon a review of the Applicant's plans, I am signing this letter to indicate to the Zoning Board of Adjustment that I support the issuance of a variance.

	<u>Printed Name</u>	<u>Signature</u>	<u>Address</u>
1	Aaron Yaw		361 W. 7th
2	Tim Ticknor		112 W 4th (ONSHK)
3	Domenic Marino		141 Jamestown St
4	Alex Kane		112 COTTEN ST
5	Emma Ball		115 Davis St
6	Sidney Lang		115 Davis St
7	Carly Lang		115 Davis St
8	Jessica Ortiz		4743 Smick St
9	Corinne Justus		403 Shurs Ln
10	Katie Yannarell		403 Shurs Ln
11	Georgia Markakis		463 Shurs Ln
12	Ryan McMillan		9012 DEXTER ST
13	Christen Wibe		4601 Elk Rock Rd
14	Patricia Kitzberger		4579 Riverside Way
15	Caroline Steele		516 Fountain St.
16	Alyssa Baggay		466 Green Lane
17	Kirsten Simopol		466 Green Ln
18	Dan Murphy		4560 Silverwood
19	Bob Jordan		167 Mantle Street
20	Adam Holland		167 Mantle Street

**Petition in Support of Variance for Proposed Mixed-Use Redevelopment of
11 Shurs Lane, Philadelphia, Pennsylvania**

I was provided with a copy of a zoning plans from Ruggiero Plante Land Design, dated March 22, 2024, showing the plans for the redevelopment of 11 Shurs Lane, which include a commercial space of approximately 900 square feet, 42 residential units, as well as a parking lot with 37 parking spaces and a truck loading zone. I was also provided with a copy of a 3D rendering of the project, dated March 12, 2024, from 3GHC Architects, LLC. Finally, I was provided with a copy of the Refusal by the Department of Licenses and Inspections.

I understand that the Applicant needs to obtain a variance in order to obtain approval of the proposed multi-family use. Based upon a review of the Applicant's plans, I am signing this letter to indicate to the Zoning Board of Adjustment that I support the issuance of a variance.

	Printed Name	Signature	Address
1	Jessica Ferreira		581 Fairway Ter
2	Bridget McInerney		463 Shurs Lane
3	Liz Ablitzell		4012 Dexter St
4	Liz Chiocco		4012 Dexter St
5	Erin Boczek		4601 Flat Rock Rd.
6	J. Dean Boyd		3838 Pechin St
7	Molly Hendrick		282-725-3167
8	Gabby Singh		466 Green Ln
9	Shannon Donoghay		466 Green Ln
10	Tucker Roteb		167 Markle St
11	Maddie Farmer		4510 Silverwood St
12	Caitlyn Stem		4311 tower St
13	Makensie Carroll		3814 Sharp St.
14	Cammie Frug		4311 tower St.
15	Grace Thomson		166 Carson St.
16	Abbey Williams		5759 Ridge Ave
17	Juliana DeSantis		"
18	Dena Noisum		150 Leverington ave
19			
20			

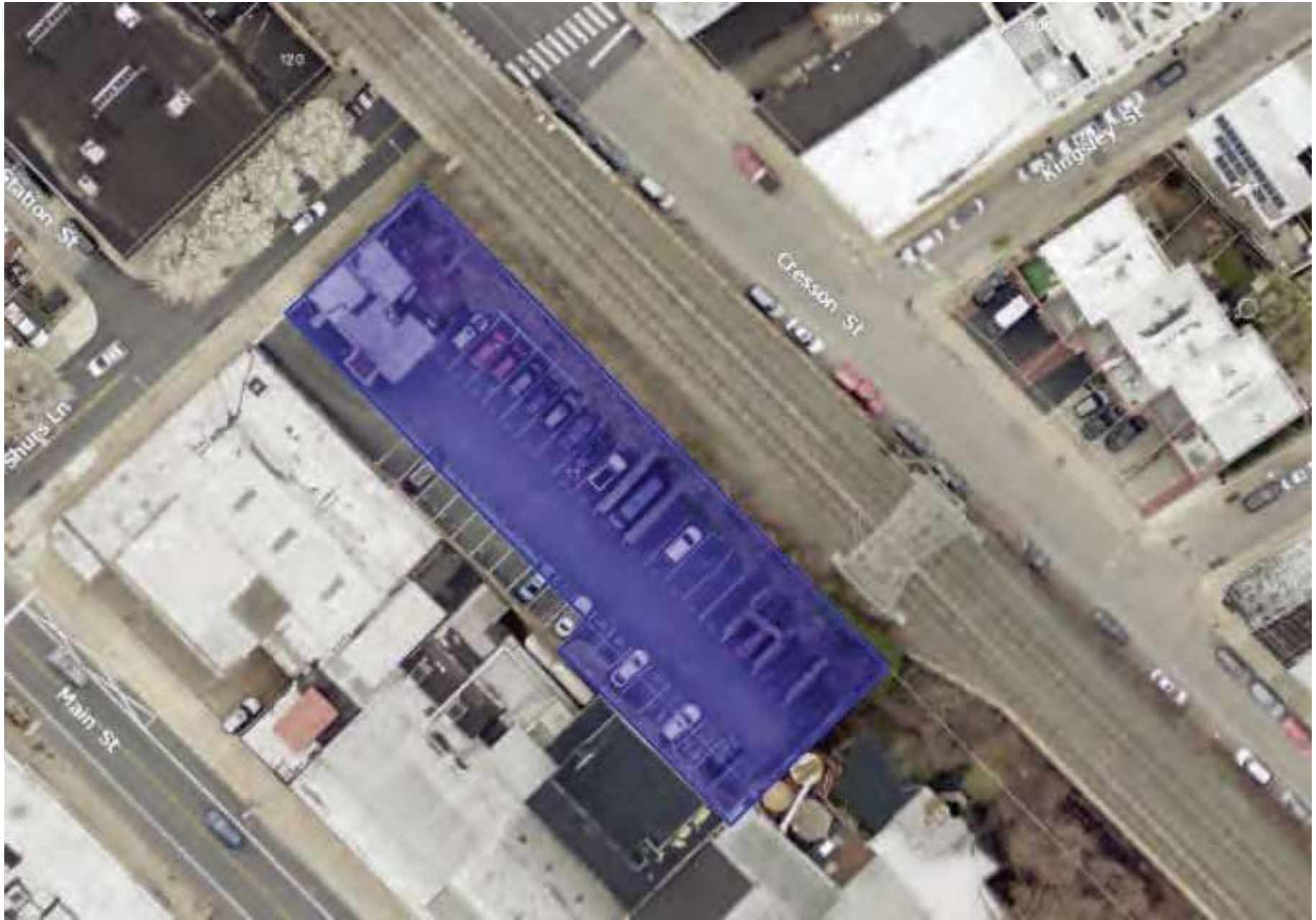
516 Fountain ST

Zoning Board of Adjustment
May 24, 2024
Page 15

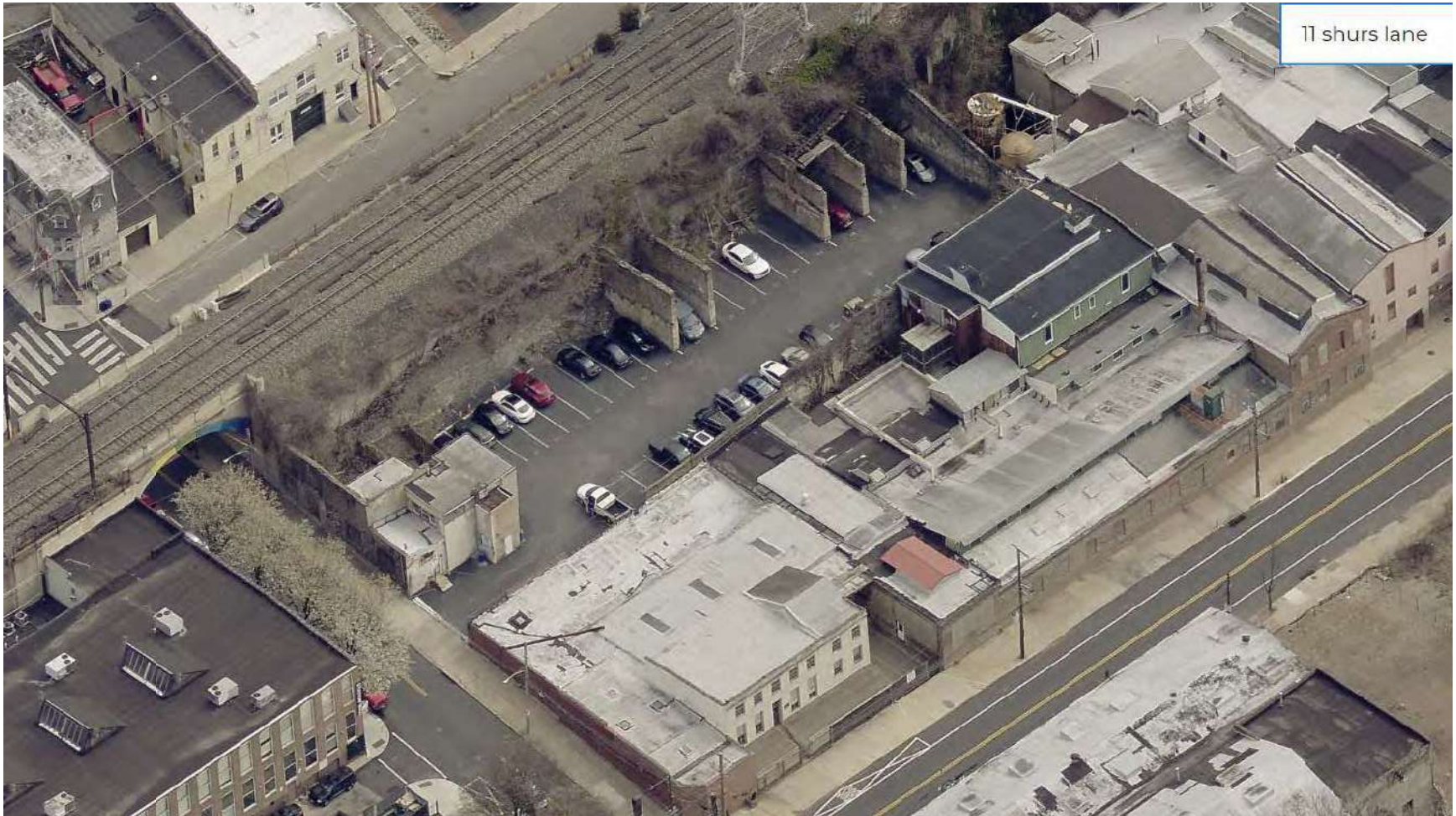
EXHIBIT “J”

PHOTOGRAPHS, AERIAL IMAGES

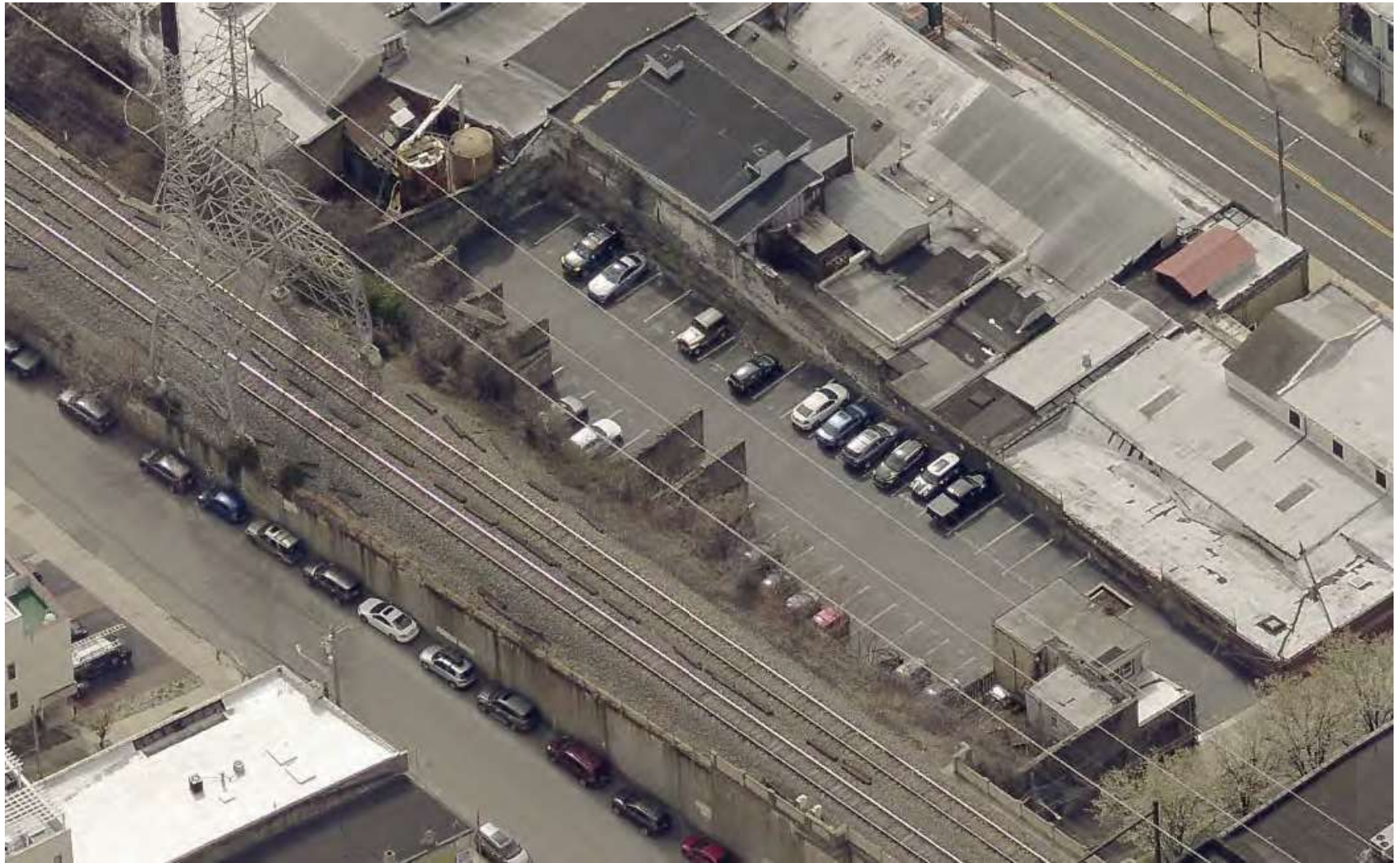




11 shurs lane



































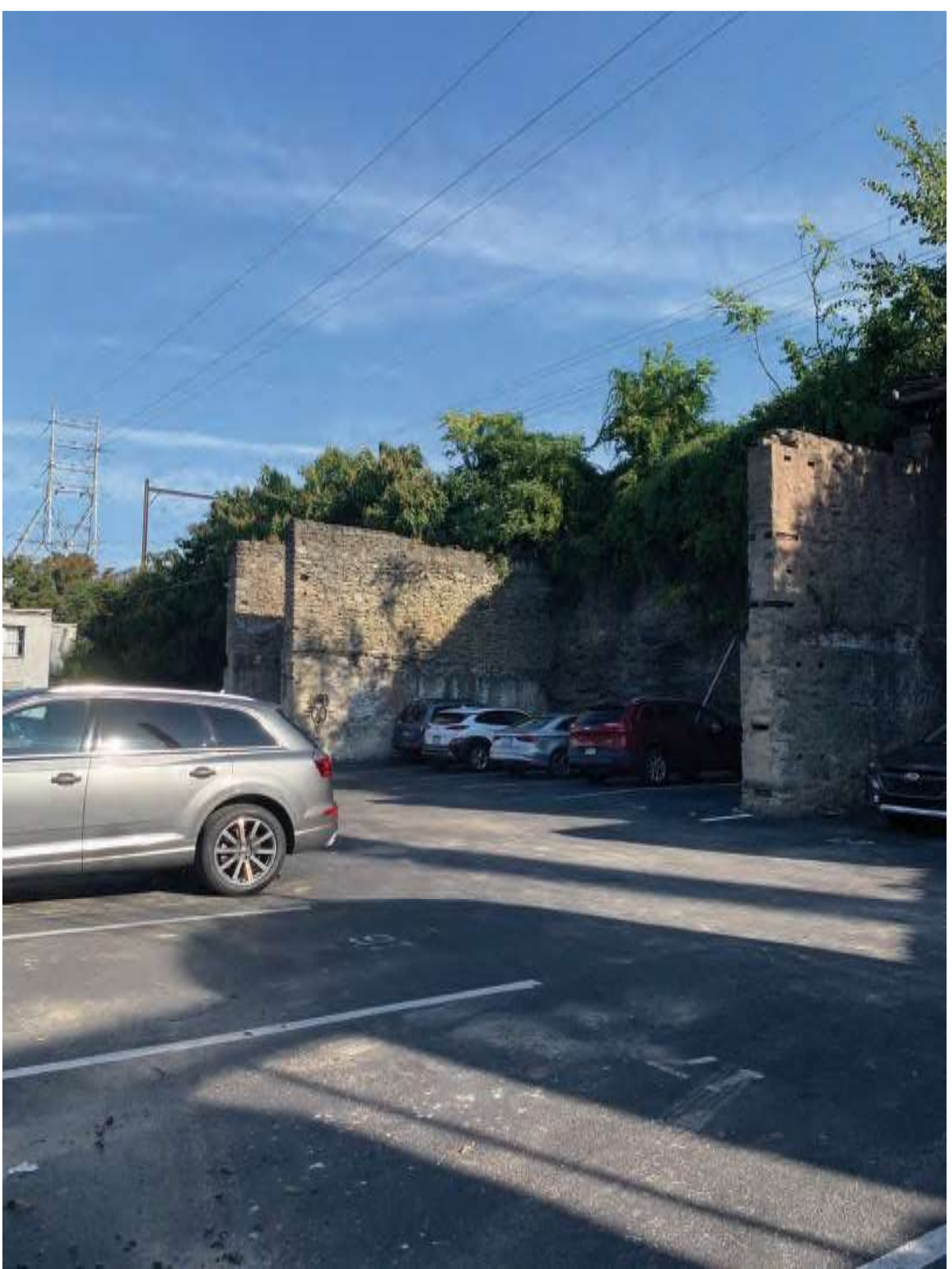






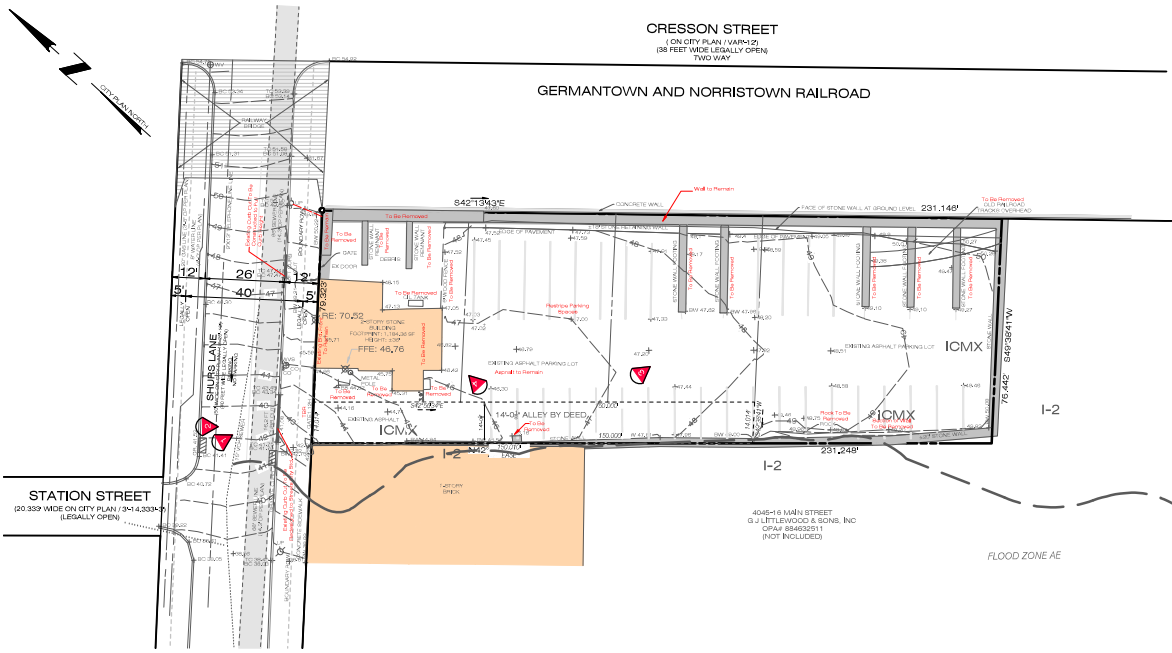


EXHIBIT “K”

ADDITIONAL RENDERINGS

EXHIBIT “L”

**UPDATED ZONING PLANS – EXISTING CONDITIONS, ZONING SITE PLAN,
ELEVATIONS/TURNING**



STEEP SLOPE NOTE
ALL SLOPES ON THE SITE
ARE LESS THAN 15%.

LEGEND

EXISTING FEATURES

- TELECOMMUNICATION MANHOLE
- WATER MANHOLE
- ELECTRICAL MANHOLE
- SANITARY MANHOLE
- CITY INLET
- FIRE HYDRANT
- WATER VALVE
- UTILITY POLE
- SEWER
- LIGHT STANDARD
- COMBINED SEWER
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD AERIAL LINE
- FENCE LINE
- EXISTING BUILDINGS
- ZONING BOUNDARY LINE

PHOTO LOCATION

PHOTO ID

RETAINING WALL

STEEP SLOPE >15%

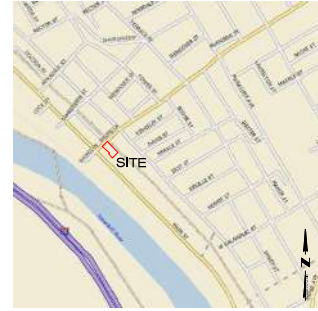
STEEP SLOPE >25%

ICMX - INDUSTRIAL COMMERCIAL MIXED-USE ZONING CRITERIA

LOT REQUIREMENTS	Required
Max. % Occupied Area	100%
Min. % Open Area	0%

SUBMITTAL REQUIREMENTS	None required
Sign	None required
Street Light	0 / If used
Rear Yard Setback	0 / If used
Building Height	500'
Max. FAR	500%

- NOTES**
- Boundary and Location information is based on a field survey performed by Ruggiero Plante Land Design on December 21, 2021.
 - Boundary dimensions are identified in Philadelphia District Standard feet. Other stated dimensions are in U.S. standard feet. Other stated dimensions are in U.S. standard feet. Other stated dimensions are in U.S. standard feet. These are not mistakes or oversights but more precise values.
 - The change from inches to the more precise decimal expression may result in minor changes in the second and third decimal places. These are not mistakes or oversights but more precise values.
 - Vertical datum is NAVD 1983. The benchmark is C-2529, a standard brass disk set in a concrete retaining wall having an elevation of 41.29. Located 0.28 miles southeast along the Reading Railroad from the Station at Manayunk, 59' southeast of the southeast abutment of the Rittenhouse Avenue underpass. If southeast of the southwest end of the concrete retaining wall around the two southwest legs of metal piles, 8.0' east to the southwest of the two southwest legs of the piles, 1.1' north of a metal fence post and about level with the track, 1/4 Avenue City datum, Subtract 4.81.
 - The bearings shown herein are referenced from a PLAN OF PROPERTY made for Aeron Hart by Israel Beretta, Surveyor and Registrar of the Ninth Survey District of Philadelphia, dated August 1, 1966.
 - REMA (RHM) map #A2075700893 effective January 17, 2007 designates the site as Zone X - Other Flood Area.
 - Some of site improvements such as buildings, curbing, and parking have been taken from aerial photographs, other plans and from public GIS sources.
 - Only above ground visible improvements have been located. The location of the underground utilities must be field verified by contractor before commencement of any construction.
 - The property is identified as within the Industrial Commercial Mixed-Use District (ICMX).



UTILITY OWNERS

DATE CONTACTED: December 13, 2021
SERIAL NUMBER: 20213472676

COMPANY: COMCAST GABLEVIEW SEEN
ADDRESS: 4400 WAYNE AVE
PHILADELPHIA, PA 19140
CONTACT: BOB HARVEY
EMAIL: bob_harvey@castle.comcast.com

COMPANY: USG
ADDRESS: 450 S HENDERSON RD, SUITE B
KING OF PRUSSIA, PA 19406
CONTACT: GAVIN HEWITT
EMAIL: gahewitt@usg.com

COMPANY: PHILADELPHIA CITY WATER DEPARTMENT
ADDRESS: 1101 MARKET STREET, 2ND FLOOR, 47A TOWER
PHILADELPHIA, PA 19107
CONTACT: ERIC HOWETT
EMAIL: eric.howett@phila.gov

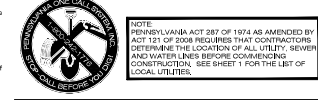
COMPANY: PHILADELPHIA CITY DEPARTMENT OF STREETS
ADDRESS: 1401 JFF BLDG, ROOM 640 NBB
PHILADELPHIA, PA 19102
CONTACT: JOSEPH HISEL
EMAIL: joseph.hisel@phila.gov

COMPANY: PHILADELPHIA GAS WORKS
ADDRESS: 800 W MONTGOMERY AVE
PHILADELPHIA, PA 19122
CONTACT: JAMES BOCHANAN

COMPANY: SOUTHEASTERN PA TRANSPORTATION AUTHORITY
ADDRESS: 1524 MARKET ST, 27TH FL
PHILADELPHIA, PA 19107
CONTACT: DAVID MONTYDAS
EMAIL: smontydas@septa.org

COMPANY: VERIZON PENNSYLVANIA, L.L.C.
ADDRESS: 180 BRIDGE BLVD, STE 2100 ROOM NA
EXTON, PA 19341
CONTACT: KELLY BLOUNT
EMAIL: kelley.blount@verizon.com

OWNER OF RECORD
11 SHURS LANE
SMITH BROTHERS
JAMES & LEIGH AVE
PHILADELPHIA, PA 19125



REVISIONS	
NO. 00001	NO. 00001
NO. 00002	NO. 00002
NO. 00003	NO. 00003
NO. 00004	NO. 00004
NO. 00005	NO. 00005
NO. 00006	NO. 00006
NO. 00007	NO. 00007
NO. 00008	NO. 00008
NO. 00009	NO. 00009
NO. 00010	NO. 00010

11 SHURS LANE
Philadelphia, PA 19127
21ST WARD - OPA #884629701

prepared for:
Andrew Langsam
1257 Bobarr Drive
Parr Valley, PA 19072

DAVID J. PLANTE, Professional Engineer PA, No. PE-043820-E

Ruggiero Plante Land Design
5900 Ridge Avenue Philadelphia, PA 19128
phone: 215.568.3600 fax: 215.568.8800 www.ruggieroplante.com

Plan Date: **JANUARY 18, 2024** Scale: **1" = 20'-0"**
[20] [10] [0] [20]

Sheet Title:
ZONING SUBMISSION
Sheet Title:
EXISTING CONDITION PLAN
Sheet 1 of 3



PHOTO 1



PHOTO 2



PHOTO 3



PHOTO 4

SOURCE OF TITLE

Deed from C.O. Struse & Sons to Smith & Boyd, Inc., dated January 28, 1967, being recorded in the City of Philadelphia on January 29, 1967 as Document No. 901, Pg. 368.

PLAN REFERENCES

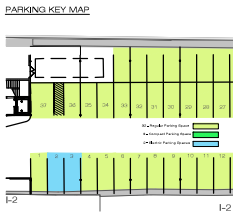
- PLAN OF PROPERTY made for Glenwies Corporation by Israel Beretta, Surveyor & Registrar of the 9th Survey District of Philadelphia dated December 21, 1964 and last revised by Vincent J. Collier on August 31, 1976.
- PLAN OF PROPERTY made by K.W. Grandlund, Surveyor & Registrar of the 8th Survey District of Philadelphia dated March 5, 1926.

ZONING SCHEDULE
ZONE ICWX (INDUSTRIAL, COMMERCIAL MIXED-USE ZONING TRIFEM)
 ADJUTING ZONING DISTRICT: R2 MEDIUM INDUSTRIAL
 ZONING DISTRICT ACRISIS STREET ICWX INDUSTRIAL COMMERCIAL MIXED-USE
 LOT AREA: 17,993 SF OR 0.4131 AC
 USE: MIXED-USE

ZONING DATA	PERMITTED	PROF. LOT
MAX. % OCCUPIED AREA	100	81
MIN. FRONT YARD (FT)	0 [0]	0
MIN. SIDE YARD WIDTH (FT)	0 [0]	0
MIN. REAR YARD DEPTH (FT)	0 [0]	0
MAX. HEIGHT (FT)	38	38
MAX. FLOOR AREA RATIO (%)	500	249

Note: [2] Where the lots abut a residential district, front yards, side yards, and rear yards shall be provided on the lot on the side abutting the residential districts. The minimum requirements for those yards shall be either those for the industrial district, or those for the residential district on the adjoining side, whichever is larger.

OCCUPIED AREA CALCULATIONS
 PROPOSED:
 LOT AREA: 17,993 SF
 OCCUPIED AREA: 14,556 SF
 % OCCUPIED AREA: 80.95%
 % OPEN AREA: 19.05%



PARKING IN INDUSTRIAL DISTRICT (TABLE 13-300-3)
 RESIDENTIAL USE CATEGORY: MULTI-FAMILY
 Required: 1.2 units
 Total Number of Units = 42
 Required Number of Spaces = 21
 RETAIL USE CATEGORY:
 Required: 0.7 for first 2,000 SF
 Total SF: 465 SF
 Required Number of Spaces = 0
 Required Number of Spaces = 0
 Total Spaces Required: 21
 Total Proposed Spaces: 37
 30+ Regular Parking Space
 2+ ADA Spaces
 3+ Compact Parking Space
 2+ Electric Parking Spaces

PARKING FOR PERSONS WITH DISABILITIES (TABLE 13-300-3)
 MULTI-FAMILY USE: Two percent of the parking spaces, but not less than one proposed parking space.
 Required: 2% x 37 of proposed spaces = 0.74
 Proposed: 2 proposed

ELECTRIC VEHICLE PARKING SPACES (TABLE 14-300-3)
 Total Number of Spaces Proposed = 37
 Total Number of Electric Spaces Required = 2
 Total Number of Electric Spaces Provided = 2
LANDSCAPING (S1-14-300-5)
 1 Shade Tree 200 SF
 3 Shrubs 200 SF
 15 Groundcover/Perennials / 200 SF
 Provided Area = 206.25 SF

REQUIRED BI-CYCLE PARKING (TABLE 14-300-1)
 Multi-Family Building: 12 or More Dwelling Units
 3 Spaces Tree
 6 Shrubs
 30 Groundcover
 Required: 1 per every 3 Units of Fraction Thereof
 Total Number of Units = 42
 Required Number Bicycle Parking = 14
 Provided Bicycle Parking = 14

COMPLETE STREETS ZONE REQUIREMENTS
 Shared Lane
 Urban Arterial

STREET TREE PLANTING REQUIREMENT
 At least one tree per 35 feet of linear frontage, and provide at least 15 feet spacing between minimum space between the trunk.
 Botanical Name: **Robinia pseudoacacia**
 Common Name: **Gardenia Tree**
 Notes: 2.5'-3' Cal. B&B
 Quantity: 2

NEIGHBORHOOD COMMERCIAL AREA OVERLAY DISTRICT (NON-STREET) (MAXIMYANUK AND VENICE ISLAND SUB AREA)
 (B) Height
 (1) The height of the building may not exceed 36 ft.
 (2) Addition to buildings in existence on July 1, 1997 that do not increase the floor area of the building by more than 10% may be built to a height not to exceed the existing building.
 (C) Setbacks - not applicable to Subarea 6
 (d) Parking in Subarea 6, pertaining to eating and drinking not applicable.

INTERIOR LANDSCAPING (S1-6-300-5a)(1)
 10% of the interior surface parking lot. (Covered Parking Area excluded)
 Total Open Area = 1,933 SF
 Required Area = 1,933 SF 10 = 193 SF
 Provided Area = 206.25 SF
LANDSCAPING (S1-14-300-5)
 Shade trees, shrubs, perennials, and groundcover
 1 Shade Tree 200 SF
 3 Shrubs / 200 SF
 15 Groundcover/perennials / 200 SF
 Provided Area = 206.25 SF

REQUIRED BI-CYCLE PARKING (TABLE 14-300-1)
 Multi-Family Building: 12 or More Dwelling Units
 3 Spaces Tree
 6 Shrubs
 30 Groundcover
 Required: 1 per every 3 Units of Fraction Thereof
 Total Number of Units = 42
 Required Number Bicycle Parking = 14
 Provided Bicycle Parking = 14

BUILDING IDENTIFICATION SIGN IN ICWX (TABLE 14-400-1)

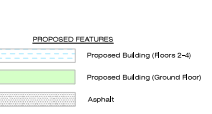
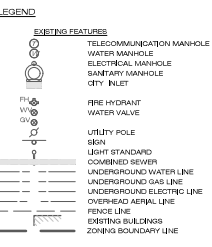
Allowed:
 Maximum Number: 1 per frontage
 Signage area: Lots with one building frontage: 3 sf per lin. ft. of building frontage

Maximum Height: The lower roof line or second floor window sill.
 Permitted Sign Characteristics: Static Illumination, Animated Wall, and Mechanical Motion

Proposed:
 Maximum Number: 1 per frontage
 Signage Area Allowed: 79.527' x 26.444' = 13,331 sq ft
 Signage Area Proposed: 13,331 sq ft
 Maximum Height: Lower Roof
 *Sign is shown on Front Elevation, Sheet 3 of 3.

CRESSON STREET
 (ON CITY PLAN (VAB-13)
 (8 FEET WIDE LEGALLY OPEN)
 TWO WAY

- NOTES**
- Boundary and Location information is based on a field survey performed by Ruggiero Plante Land Design on December 21, 2021.
 - Boundary dimensions are identified in Philadelphia District Standard feet. Other stated dimensions are in U.S. standard feet.
 - The change from inches to the more precise decimal expression may result in minor changes in the second and third decimal places. These are not mistakes or oversights but more precise values.
 - Vertical datum is NOAA 1929, the benchmark is D-225' a standard brass disk set in a concrete retaining wall, having an elevation of 81.29'. Located 0.25 miles southeast along the Reading Railroad from the Station at Manayunk, 50' southeast of the southeast abutment of the Norrisburg Avenue underpass, 9' southwest of the southwest end of the southeast set of tracks, set in the top and at the east corner of the southeast of the concrete retaining wall around the two southwest legs of a metal sign, 8' east to the more southeasterly of the two southwest legs of the poles, 1.7' north of a metal fence post and abutment with the tracks. To Achieve City datum, Subtract 4.91'.
 - The bearings shown herein are referenced from a PLAN OF PROPERTY made for Aaron Hart by Israel Serota, Surveyor and Registrar of the Ninth Survey District of Philadelphia, dated July 1, 1985.
 - FEMA FIRM map #420770089G effective January 17, 2007 designates the site as Zone A - Other Flood Area.
 - Some off site improvements such as buildings, curbing, and parking have been taken from aerial photographs, other plans and from public GIS sources.
 - Only above ground utility improvements have been located. The location of the underground utilities must be fully verified by contractor before commencement of any construction.
 - The property is identified as within the Industrial Commercial Mixed-Use District (ICWX).
- SOURCE OF TITLE**
 Deed from C.D. Struve & Sons to Smith & Boyd, Inc., dated January 25, 1967, being recorded in the City of Philadelphia on January 26, 1967 as Document No. 501, Pa. 306.
- PLAN REFERENCES**
- PLAN OF PROPERTY made for Genesee Corporation by Israel Serota, Surveyor & Registrar of the 8th Survey District of Philadelphia dated December 21, 1984 and last revised by Vincent F. Collier on August 31, 1978.
 - PLAN OF PROPERTY made by K.W. Grawford, Surveyor & Registrar of the 8th Survey District of Philadelphia dated March 5, 1926.



PLANT LIST

TREES

CODE	BOTANICAL NAME	COMMON NAME	SIZE
2 AG	Acer griseum	Paperbark Maple	2.5-3' Cal. B&B

SHRUBS/GRASSES

CODE	BOTANICAL NAME	COMMON NAME	SIZE
3 VD	Viburnum dentatum	Viburnum	5 gal.
3 AX	Abeloa x grandiflora	Glossy Abeloa	5 gal.

PERENNIALS

30 LM	Liriope muscari	1' OC
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UTILITY OWNERS
 DATE CONTACTED: December 13, 2021
 SERIAL NUMBER: 2021342976

COMPANY: COMCAST GABLEVIEW SDN
ADDRESS: 4600 WAYNE AVE
PHILADELPHIA, PA 19140
CONTACT: BOB HARVEY
EMAIL: bob_harvey@comcast.com

COMPANY: USG
ADDRESS: 490 S HENDERSON RD, SUITE B
KING OF PRUSSIA, PA 19406
CONTACT: GABRIEL HENNET
EMAIL: gabriel.hennet@usg.com

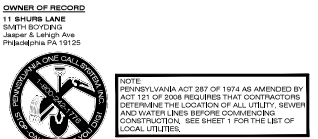
COMPANY: PHILADELPHIA CITY WATER DEPARTMENT
ADDRESS: 1101 MARKET STREET, 2ND FLOOR, AREA TOWER
PHILADELPHIA, PA 19107
CONTACT: ERIC ROBERT
EMAIL: eric.robert@cityofphila.gov

COMPANY: PHILADELPHIA CITY DEPARTMENT OF STREETS
ADDRESS: 1407 S. BLOOMING ROOM 840 NBB
PHILADELPHIA, PA 19102
CONTACT: JOSEPH HEBEL
EMAIL: joseph.hebel@cityofphila.gov

COMPANY: PHILADELPHIA GAS WORKS
ADDRESS: 900 W MONTGOMERY AVE
PHILADELPHIA, PA 19122
CONTACT: JAMES BOCHANAN
EMAIL: james.bochanan@cityofphila.gov

COMPANY: SOUTHEASTERN PA TRANSPORTATION AUTHORITY
ADDRESS: 1524 MARKET ST, 12TH FL
PHILADELPHIA, PA 19107
CONTACT: DANIEL MONTYVON GAS
EMAIL: dmontyvod@septa.org

COMPANY: VERIDON PENNSYLVANIA, LLC
ADDRESS: 188 SHURNS BLVD, STE 2100 ROOM NA
EXTON, PA 19341
CONTACT: KELLY BLATT
EMAIL: kblatt@shurnsverizon.com



REVISIONS

NO.	DATE	REVISIONS
1	03/08/24	ZONING COMMENTS
2	03/08/24	ZONING COMMENTS
3	03/08/24	BOB HARVEY

11 SHURNS LANE
 Philadelphia, PA 19127
 21ST WARD - OPA #884629701

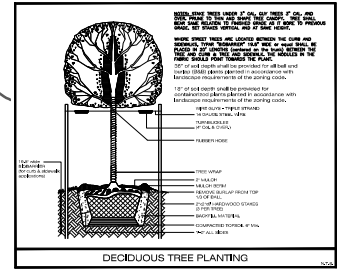
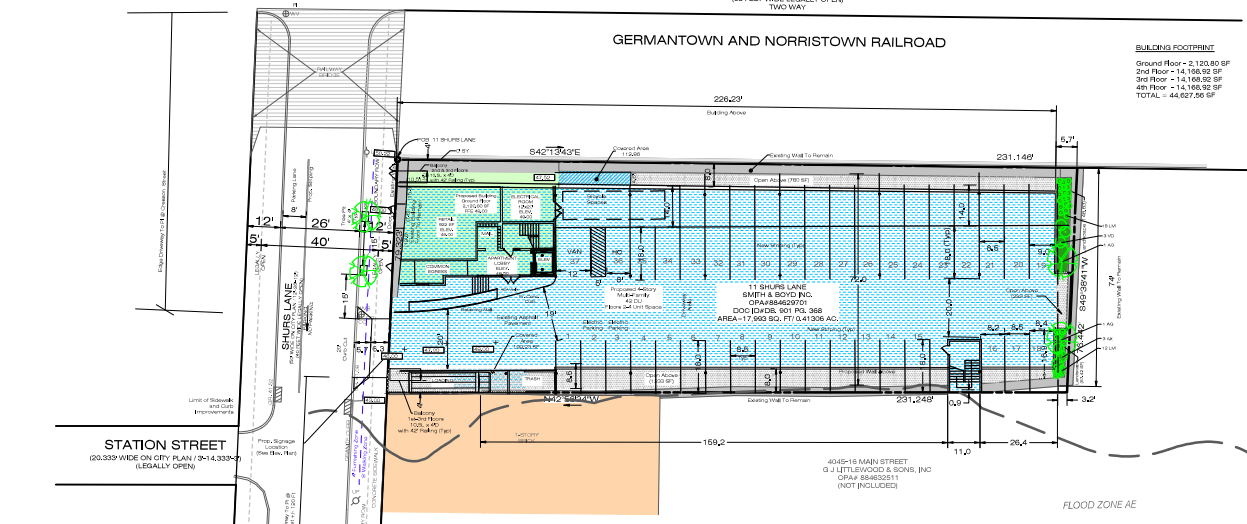
prepared for:
 Andrew Langsam
 1257 Bobarr Drive
 Penn Valley, PA 19072

David J. Plante
DAVID J. PLANTE, Professional Engineer Pa. No. PE-043820-E

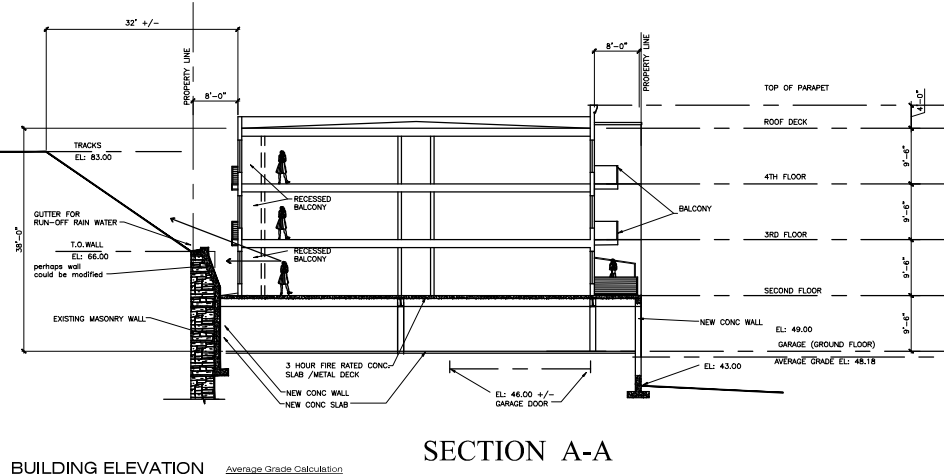
Ruggiero Plante Land Design
 5900 Ridge Avenue Philadelphia, PA 19128
 phone: 215.508.8000 fax: 215.508.8800 www.ruggieroplanteltd.com

Plan Date: Scale: 1" = 20'-0"
JANUARY 16, 2024 [0] 10' 0 [20]

Sheet Title:
ZONING SUBMISSION
 Sheet Title:
SITE PLAN
 Sheet 2 of 3



PROJECT: 23024-001-0000 - 2024-01-16 09:01:00 AM
 FILE: S:\23024-001-0000\23024-001-0000-01-16-2024.dwg
 PLOT DATE: 2024-01-16 09:01:00 AM



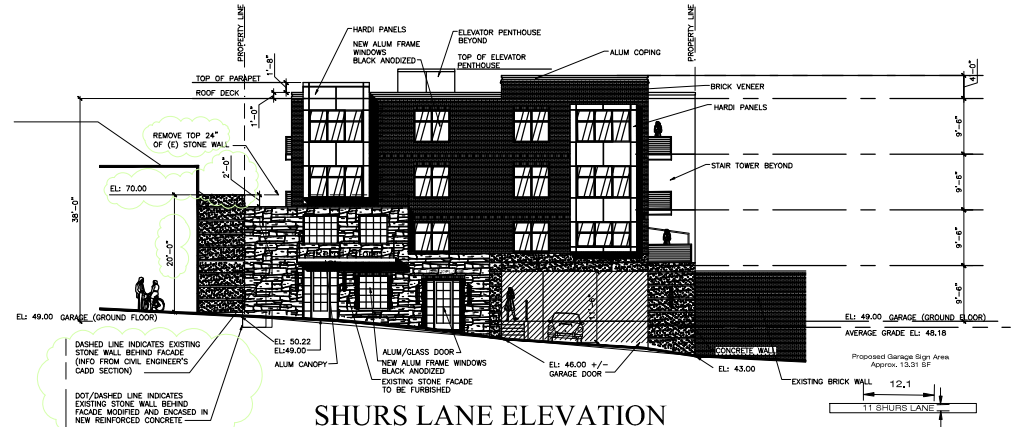
BUILDING ELEVATION

SECTION A-A

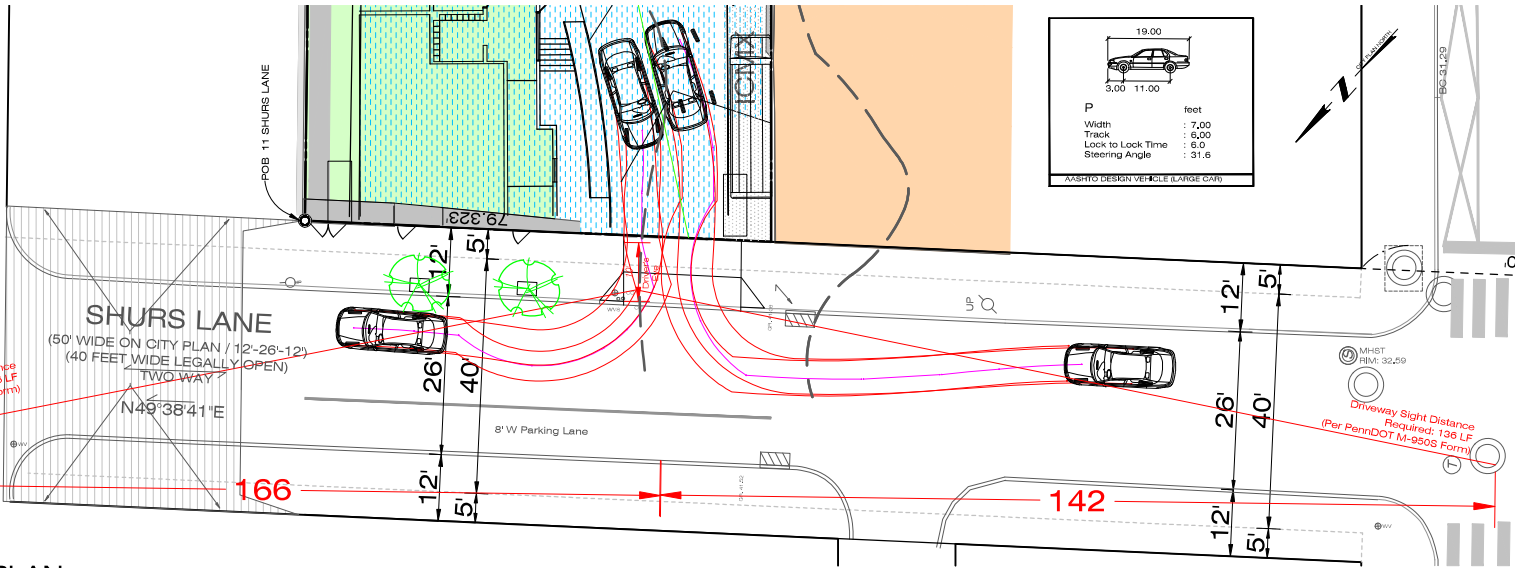
Average Grade Calculation

60.25	+42.75
60.25	+49.45
60.25	+50.27
60.25	+182.70
Σ=481.8	
/4=48.18	

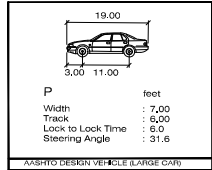
Scales: 1" = 10'-0"



SHURS LANE ELEVATION



TURNING PLAN



NOTE: PENNSYLVANIA ACT 287 OF 1974 AS AMENDED BY ACT 121 OF 2008 REQUIRES THAT CONTRACTORS DETERMINE THE LOCATION OF ALL UTILITY, SEWER AND WATER LINES BEFORE COMMENCING CONSTRUCTION. SEE SHEET 1 FOR THE LIST OF LOCAL UTILITIES.

NO.	REVISIONS

11 SHURS LANE
Philadelphia, PA 19127
21ST WARD - OPA #884629701

prepared for:
Andrew Langsam
1257 Bobam Drive
Penn Valley, PA 19072

DAVID J. PLANTE, Professional Engineer PA, No. PE-043820-E

Ruggiero Plante Land Design
5900 Ridge Avenue Philadelphia, PA 19128
phone: 215.508.2600 fax: 215.508.8800 www.ruggieroplante.com

Plan Date: JANUARY 18, 2024
Scale: 1" = 20'-0"

Sheet Title:
ZONING SUBMISSION
Sheet Title:
BUILDING ELEVATION AND TURNING PLAN
Sheet 3 of 3

EXHIBIT “M”

**LETTER FROM COMMERCIAL REAL ESTATE BROKER, CHRISTOPHER
PENNINGTON, SVP AND PARTNER AT BISWANGER**



Three Logan Square, Suite 5100
Philadelphia, PA 19103
215.448.6000
binswanger.com

May 23, 2024

Ryan N. Boland, Esq.
Offit Kurman, P.C.
1801 Market Street, Suite 2300
Philadelphia, PA 19103

Re: 11 Shurs Lane, Philadelphia, PA

Dear Ryan:

I am writing this letter at your request to summarize the facts and opinions upon which I will testify on the upcoming hearing before the Zoning Board of Adjustment on 11 Shurs Lane.

As a matter of background, I am a Senior Vice President and Partner at Biswanger, a 94-year-old global full service commercial real estate company headquartered in Philadelphia. I have worked as a commercial real estate broker at Biswanger since 2003, after obtaining a degree in Politics, Philosophy, and Economics from the University of Pennsylvania. I have been involved in over 1000 transactions for a total deal volume amount of \$4 billion. My main focus is the disposition of properties in Philadelphia, and I have completed many transactions both commercial and industrial in the submarket of Manayunk.

I was retained by the owner of 11 Shurs Lane, Smith Boyd, Inc., in March of 2021 to sell the Property and ultimately marketed the Property for sale until a purchase and sale agreement was signed on November 22, 2021. Like all commercial real estate that I market for sale, I engaged in a comprehensive effort to find an end-user purchaser of the property that did not require a zoning contingency. The Seller's goal was to sell the property quickly and without any contingencies.

The first step after I was retained was that I obtained all information about this Property, then I prepared a marketing package. Next, I distributed marketing flyers across Biswanger and my personal database of potential users/purchasers. The Property was listed for sale on Biswanger's website, as well as through CoStar and LoopNet. I directly reached out to countless potential as-of-right users of the property that are located throughout the Philadelphia region and those with specific ties to Manayunk, to see if they were interested in purchasing the Property.

I was eventually contacted by Andrew Langsam, who is now under contract to purchase the Property, about his interest in developing the property for a multi-family development. Neither my client nor I had any desire to have Andrew Langsam purchase the Property until, in my professional opinion, we exhausted our efforts to obtain a purchaser of the Property for an as-of-right use. I spent approximately 9-months unsuccessfully attempting to find a purchaser of the Property who wanted to develop the Property with an as-of-right use before the owner entered into a contract with Andrew Langsam.

Ultimately, the unique attributes of this Property make it undesirable for an as-of-right use, including the following:

- Shurs Lane is not wide enough to accommodate a full-length tractor trailer required for a commercial or industrial use.
- The narrow Shurs Lane combined with the site conditions of a narrow drive aisle along-side the existing building make it very difficult for a straight delivery truck to access the site. Thus, this Property's location has very minimal delivery access that would be required by an as-of-right user.
- The location, just up a hill off of Main Street, is not desirable for retail, as 11 Shurs Lane does not have visibility or the foot traffic that a location on Main Street would have.
- There is no parking on the Property's side of Shurs Lane, so there is no location for a loading zone directly in front of the Property.
- The Property is dwarfed by the elevated SEPTA tracks on the uphill side of the Property.
- The rear of the Property has a tall wall / water tower well above the rear of the Property.
- The downhill side of the Property has a tall wall from the neighboring property at 4045 Main Street.
- The Property is on bedrock, so underground parking and a basement are not economically feasible.

I engaged in marketing efforts to sell this Property for numerous uses, including: (a) self-storage; (b) business offices; (c) professional offices; (d) building supplies; (e) mixed-use; (f) restaurant/bar/takeout; (g) gas station; (h) equipment and materials storage yards and buildings; (i) warehouse; (j) wholesale sales and distribution; (k) artists studios and artisan industrial. I had no success finding anyone to purchase the Property for an as-of-right use under the Philadelphia Zoning Code, including the uses specifically listed above.

As of November 2021 and up through today, in my professional opinion and based upon my 20 plus years of experience as a commercial real estate broker in Philadelphia, even if I had not tried to market the Property, I would have never been able to obtain as as-of-right user because of the difficulties with this Property's unique attributes and its location, including the following additional considerations. First, there are so many commercial vacancies along Main Street, which have much better attributes than this Property, so nobody would ever want to use this Property for an as-of-right use unless all of the Main Street properties were unavailable. Second, the current economic climate with much higher interest rates and the increased cost of construction has stalled many projects in the Greater Philadelphia area. Obtaining a commercial tenant is not only difficult because of lack of demand – similar to Main Street, but has become even less feasible given the cost of the capital to develop properties of this type.

For all of the reasons explained above, to a reasonable degree of certainty and based upon my expertise in commercial real estate in Philadelphia and Manayunk, I do not believe it is economically possible to find a purchaser with an as-of-right use for the Property. I understand that the Property is presently operated as a parking lot that pays \$1,500 a month rent, but I also understand the parking lot use requires a special exception and that no such zoning permit has ever been issued. Thus the present use is not an economically viable long-term solution of the Property. Although I did not believe I would be able to find a purchaser of the Property with a conforming use, I still tried for approximately 9-months to find a purchaser for a conforming use, but nobody was interested in purchasing the Property. The Property owner only agreed to enter into a purchase and sale agreement for the Property to Andrew Langsam, with a zoning contingency, after exhausting beyond reasonable efforts to locate an as-of-right purchaser.

I previously testified as to the statements above before the ZBA in 2023 and before the Manayunk Neighborhood Council's RCO meeting on April 3, 2024. During the April 3, 2024 RCO meeting, a video of which I have reviewed again, Kevin Smith, who I understand to be the RCO's President stated in response to Andrew Langsam's comment that the residential units would benefit Main Street by bringing people to Main Street that:

Every developer who has come before us for the past 25 years was going to save Main Street. Please don't say that. It's never been true, it's not true now.

We've had 1,000 units built in the area, none of that has contributed to Main Street. "Maybe some restaurants are doing better in the evening. It's still a wasteland at noon. Business is poor for the retailers during the week because nobody's here."

In response to these statements by Kevin Smith, I explained "Kevin, you hit the nail on the head. When I went to market this property, with all of the vacancies on Main Street, it's awfully hard to find somebody up a hill that's going to use this for commercial We did an extensive marketing campaign to go try and find somebody that would have utility for this property, and unfortunately we were unable to do that, and the unfortunate reality of retail in current our greater Philadelphia market is that it is very, very hard to find people to take those spaces. I can certainly say that if they are not going to take a space on Main Street, they are probably not going to spend a lot of money to develop a new building up a hill on Shurs Lane."

Sincerely,



Chris Pennington
Partner & Senior Vice President
cpennington@binswanger.com

EXHIBIT “N”

**RCO’S FIRST LETTER OF OPPOSITION –
PRIOR PURELY RESIDENTIAL PROJECT**

Meeting Summary Form to Zoning Board of Adjustment (ZBA)

Manayunk Neighborhood Council
PO Box 4667
Philadelphia, PA 19127

William Bergman
Chair of the Zoning Board of Adjustment
1401 John F. Kennedy Boulevard – 11th Floor
Philadelphia, PA 19102

09/25/2023
Appeal No **ZP-2023-010605**
OPPOSED

Re: RCO Meeting Summary Form
Appeal No **ZP-2022-010605**
Permit # ZP-2022-010605
11 Shurs Lane
Hearing September 27, 2023

Dear Chairman Bergman,

Below is the summary of a public community meeting held regarding the above referenced zoning appeal.

Position of MNC: **OPPOSED**

	MNC Members	Other Notified Neighbors	Other attendees
Support	0	1	0
Oppose	13	1	2
Abstain	1	0	2

Date of Meeting: **September 6, 2023**
Location of the Meeting: **Zoom**
Participating RCOs: **Manayunk Neighborhood Council**
Number of Attendees: **25 (approximate)**
Letter with Explanation of/Rational for Position Attached? **Yes. See pages 2.**

Sincerely,

Kevin Smith, President, Manayunk Neighborhood Council
President

Cc: Councilman Curtis Jones Jr.
Planning Commission - rco.notification@phila.gov
Ryan N. Boland, Attorney for the applicant (rboland@offitkurman.com)

Explanation of Rational for Position

The applicant has shown no basis for the consideration of a hardship

The applicant indicated, during questioning at the RCO meeting, that he determined that commercial was not feasible by calling the phone number on the for sale sign and hearing that the agent “couldn’t get traction” with commercial. This ignores the obvious, substantial and varied commercial uses all around this property and in the Main Street district. Including the converted mill buildings across the street and down the street.

The applicant leaned heavily on how preserving the existing facade made commercial use difficult by not allowing for large commercial deliveries. There are many uses that don’t require large commercial deliveries. The building is not certified historic nor listed as contributing to the historic district. The applicant has not had any discussions with the historical commission. MNC has not requested that the facade, already in very poor condition, be preserved.

The applicant was concerned that there would be no light on the first floor. This is not a concern for commercial and / or retail. Virtually all of Main Street has only windows in the front facade in their commercial space.

The applicant opined that “Vacancies are going through the roof for office space” but without an offer of evidence or relevance to Manayunk and despite the surrounding commercial district with significant office and professional workplaces.

The applicant opined that “Residential is the only viable use” with out any evidence beyond a short phone call with a broker and ignoring the surrounding commercial district.

We are opposed to the residential only proposal but we also note that the applicant is proposing tandem parking where the total space is 32 feet, leaving only 14 foot second spaces. We believe the proposed tandem parking does not meet code requirements and should be further reviewed by L&I.



Current decaying facade

EXHIBIT “O”

RCO’S LETTER OF OPPOSITION FOR THIS HEARING

Meeting Summary Form to Zoning Board of Adjustment (ZBA)

Manayunk Neighborhood Council
PO Box 4667
Philadelphia, PA 19127

William Bergman
Chair of the Zoning Board of Adjustment
1401 John F. Kennedy Boulevard – 11th Floor
Philadelphia, PA 19102

04/22/2024
Appeal No **ZP-2024-000656**
Meeting ID: **MI-2024-000798**
OPPOSED

Re: RCO Meeting Summary Form
Appeal No **ZP-2024-000656**
Meeting ID: MI-2024-000798
Permit # ZP-2024-000656
11 Shurs Lane
Hearing April 24, 2024 at 2:00 PM

Dear Chairman Bergman,

Below is the summary of a public community meeting held regarding the above referenced zoning appeal.

Position of MNC: **OPPOSED**

	MNC Members	Other Notified Neighbors	Other attendees
Support	0	0	3
Oppose	16	0(*)	2
Abstain	0	0	0

(*) One MNC member was also a notified neighbor. Their vote was counted in the MNC tally.

Date of Meeting: **April 3, 2024**
Location of the Meeting: **Zoom**
Participating RCOs: **Manayunk Neighborhood Council**
Number of Attendees: **30 (approximate)**
Letter with Explanation of/Rational for Position Attached? **Yes. See pages 2.**

Sincerely,

Kevin Smith, President, Manayunk Neighborhood Council
President

Cc: Councilman Curtis Jones Jr.
Planning Commission - rco.notification@phila.gov
Ryan N. Boland, Attorney for the applicant (rboland@offitkurman.com)

Continuance / Site not Posted

The applicant's attorney had indicated, in an earlier exchange, they would seek a continuance but has not confirmed that they, in fact, are seeking a continuance.

We note that there is no zoning notice posted at the site (as of noon Monday April 22) and, we believe, no notice, for this hearing, was ever posted. Because this is a new application, we believe it should have been subject to the normal posting requirements.

Explanation of Rational for Position

The applicant has shown no basis for the consideration of a hardship

The applicant presented essentially the same project at an RCO meeting on September 6, 2024. MNC opposed the project and it was subsequently denied by the ZBA (ZP-2022-010605).

This new application is the same multi-family apartment building presented before with only minor changes and an increase in some first floor space for a possible commercial use.

MNC identified further inconsistencies in the plans which included the street slope and proposed garage entrance and clearance and the height and proximity of the retaining wall for the adjacent railroad tracks.

Realtor Chris Pennington gave testimony, on behalf of the applicant, that they attempted to market the property as commercial for nine months then because of the owners asking price they decided to try multi-family.

Applicant Andy Langsam stated that if the property were marketed for multi-family it would command a higher price so the somewhat lower commercial price was attractive to him to attempt a multi-family development.

MNC has indicated they believe the property can and should be developed as a commercial property just like the property directly across the street and other properties nearby.

MNC remains opposed to the primarily residential proposal. The small commercial space added in this proposal does not meaningfully address the community concerns.

Our letter of opposition from September 2023 is still relevant and is included below.

Meeting Summary Form to Zoning Board of Adjustment (ZBA)

Manayunk Neighborhood Council
PO Box 4667
Philadelphia, PA 19127

William Bergman
Chair of the Zoning Board of Adjustment
1401 John F. Kennedy Boulevard – 11th Floor
Philadelphia, PA 19102

09/25/2023
Appeal No **ZP-2023-010605**
OPPOSED

Re: RCO Meeting Summary Form
Appeal No **ZP-2022-010605**
Permit # ZP-2022-010605
11 Shurs Lane
Hearing September 27, 2023

Dear Chairman Bergman,

Below is the summary of a public community meeting held regarding the above referenced zoning appeal.

Position of MNC: **OPPOSED**

	MNC Members	Other Notified Neighbors	Other attendees
Support	0	1	0
Oppose	13	1	2
Abstain	1	0	2

Date of Meeting: **September 6, 2023**
Location of the Meeting: **Zoom**
Participating RCOs: **Manayunk Neighborhood Council**
Number of Attendees: **25 (approximate)**
Letter with Explanation of/Rational for Position Attached? **Yes. See pages 2.**

Sincerely,

Kevin Smith, President, Manayunk Neighborhood Council
President

Cc: Councilman Curtis Jones Jr.
Planning Commission - rco.notification@phila.gov
Ryan N. Boland, Attorney for the applicant (rboland@offitkurman.com)

Explanation of Rational for Position

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The applicant indicated, during questioning at the RCO meeting, that he determined that commercial was not feasible by calling the phone number on the for sale sign and hearing that the agent “couldn’t get traction” with commercial. This ignores the obvious, substantial and varied commercial uses all around this property and in the Main Street district. Including the converted mill buildings across the street and down the street.

The applicant leaned heavily on how preserving the existing facade made commercial use difficult by not allowing for large commercial deliveries. There are many uses that don’t require large commercial deliveries. The building is not certified historic nor listed as contributing to the historic district. The applicant has not had any discussions with the historical commission. MNC has not requested that the facade, already in very poor condition, be preserved.

The applicant was concerned that there would be no light on the first floor. This is not a concern for commercial and / or retail. Virtually all of Main Street has only windows in the front facade in their commercial space.

The applicant opined that “Vacancies are going through the roof for office space” but without an offer of evidence or relevance to Manayunk and despite the surrounding commercial district with significant office and professional workplaces.

The applicant opined that “Residential is the only viable use” with out any evidence beyond a short phone call with a broker and ignoring the surrounding commercial district.

We are opposed to the residential only proposal but we also note that the applicant is proposing tandem parking where the total space is 32 feet, leaving only 14 foot second spaces. We believe the proposed tandem parking does not meet code requirements and should be further reviewed by L&I.



Current decaying facade

EXHIBIT "P"

PROVISO PLANS FORM



ZONING BOARD OF ADJUSTMENT

REVISED PROVISIO PLANS FORM

PROPERTY ADDRESS: 11 Shurs Lane

ZONING PERMIT NUMBER (ZP-): ZP-2024-00656	CALENDAR NUMBER (MI-): MI-2024-000798
--	--

OWNER/OWNER'S REPRESENTATIVE (APPELLANT, ATTORNEY, DESIGN PROFESSIONAL): RYAN N. BOLAND

PROPOSED CHANGES:
 ALL CHANGES TO THE APPLICATION REVIEWED BY THE DEPARTMENT OF LICENSES AND INSPECTIONS MUST BE LISTED (USE ADDITIONAL SHEETS IF NECESSARY) AND HIGHLIGHTED ON REVISED PLAN:
 Lowered the garage slab to elevation: 46.00 to increase headroom in the garage to 10'-6"
 Added stair and HC accessible ramp to access residential lobby from Shurs Lane
 Revised trash area
 added truck loading area
 Revised grades along the Shurs Lane elevation to match contours on Civil Drawings
 Added dashed line to the Shurs elevation to show profile of the existing retaining wall
 Revised retail area to 922 SF on ground floor
 Reduced size of residential Lobby
 Recessed balconies along the North elevation
 Added typical floor plans for each type of apartment
 Revised signage and canopy design in Shurs elevation
 Removed pair of metal doors from Shurs elevation (electrical room was relocated)

INSTRUCTIONS AND PLAN REQUIREMENTS:

- THE SITE PLAN MUST BE DRAWN TO ONE OF THE FOLLOWING SCALES:
 - ENGINEER: 1' = 10'; 20'; 30'; 40'; 50'; 60'; 100'
 - ARCHITECT: 1/16; 1/8; 1/4; 3/16
- THE SITE PLAN AND ELEVATION DRAWINGS MUST BE ON A MINIMUM 11" X 17" SIZED SHEET
- THE SITE PLAN MUST INCLUDE THE FOLLOWING:
 - IDENTIFICATION OF NORTH POINT;
 - EXISTING LOT LINES AND DIMENSIONS AS RECORDED IN THE PROPERTY DEED OR ASSOCIATED LOT ADJUSTMENT PLAN;
 - ALL STRUCTURES WITH EXTERIOR DIMENSIONS, BUILDING HEIGHTS, AND NUMBER OF STORIES;
 - THE LENGTH AND WIDTH OF ALL FRONT, SIDE, AND REAR YARDS, AND DIMENSIONS OF ALL OTHER OPEN AREAS; STREETS, ALLEYS, AND/OR DRIVEWAYS BORDERING THE PROPERTY;
 - LOCATION AND DIMENSIONS OF ALL OFF-STREET PARKING, BICYCLE SPACES, AND LOADING SPACES, INCLUDING AISLES AND DRIVEWAYS, AND THE DISTANCES FROM THE LOT LINES;
 - NEW LANDSCAPING, STREET TREES, AND HERITAGE TREES WHERE APPLICABLE; AND
 - THE EXACT LOCATION, SIZES, AND TYPES AND ILLUMINATION OF ALL EXISTING AND PROPOSED SIGNS, IF APPLICABLE.


I CERTIFY THAT ALL SIGNIFICANT CHANGES TO THE APPLICATION HAVE BEEN FULLY AND ACCURATELY DOCUMENTED.
 SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE:


EXHIBIT “Q”

APPLICATION TO APPEAL

City of Philadelphia Zoning Board of Adjustment



Application for Appeal

CALENDAR # _____ (FOR OFFICE USE ONLY)

WHEN COMPLETED, MAIL TO:

CITY OF PHILADELPHIA
Department of Planning & Development
Zoning Board of Adjustment
One Parkway Building
1515 Arch St, 18th Floor
Philadelphia, PA 19102

APPLICANT MUST COMPLETE ALL INFORMATION BELOW. PRINT CLEARLY AND PROVIDE FULL DETAILS

LOCATION OF PROPERTY (LEGAL ADDRESS)
11 Shurs Lane, Philadelphia, Pennsylvania

PROPERTY OWNER'S NAME:
Andrew Langsam
PHONE #: 267-338-1312
E-MAIL: a.langsam@gmail.com

PROPERTY OWNER'S ADDRESS (INCLUDE CITY, STATE, AND ZIP)
6060 Ridge Avenue, Suite 200
Philadelphia, PA 19128

A CORPORATION MUST BE REPRESENTED BY AN ATTORNEY LICENSED TO PRACTICE IN PENNSYLVANIA

APPLICANT:
Ryan N. Boland
FIRM/COMPANY:
Offit Kurman, P.C.

APPLICANT'S ADDRESS (INCLUDE CITY, STATE, AND ZIP)
1801 Market Street, Suite 2300
Philadelphia, PA 19103

PHONE #: 267-338-1312

E-MAIL: rboland@offitkurman.com

RELATIONSHIP TO OWNER: TENANT/LESEE ATTORNEY DESIGN PROFESSIONAL CONTRACTOR EXPEDITOR OTHER

APPEAL RELATED TO ZONING/USE REGISTRATION PERMIT APPLICATION # ZP-2022-010605

IF A VARIANCE IS REQUESTED, PLEASE PROVIDE AN EXPLANATION OF EACH OF THE FOLLOWING CRITERIA AS REQUIRED FOR THE GRANTING OF A VARIANCE:

Does compliance with the requirements of the zoning code cause an unnecessary hardship due to the size, shape, contours or physical dimensions of your property? Did any action on your part cause or create the special conditions or circumstances? Explain.

Yes, compliance with the requirements of the zoning code cause an unnecessary hardship, which was not caused by the Applicant. The property is on the edge of a flood plain, so underground parking and ground level residences are not an option. Also, the property is on solid an uneven rock, causing the need for a higher garage ceiling, and higher overall buidling height.

Will the variance you seek represent the least modification possible of the code provision to provide relief from therequirements of the zoning code? Explain.

Yes, the variance is the least modification possible to provide relief from the requirements of the zoning code. The Applicant made the height the minimum height necessary to have three stories of residential.

Will the variance you seek increase congestion in public streets or in any way endanger the public? Explain.

No. The variance will not increase congestion in the public streets or in any way endanger the public. The effects of the 45 units will be negligible, given the public transit oriented location, half a block from a bus stop and half a mile from a SEPTA station.

Will the variance you seek substantially or permanently harm your neighbors' use of their properties or impair an adequate supply of light and air to those properties? Explain.

No. The variance will not substantially or permanently harm neighbors' use of their properties or impair an adequate supply of light and air. The property has one direct neighbor, as it is located directly adjacent to a SEPTA railroad line. The building is set back from its one direct neighbor, who has no windows facing the building, and it will not block an adequate supply of light and air.

Will the variance you seek substantially increase traffic congestion in public streets or place undue burden on water, sewer, school park or other public facilities? Explain.

No, the variance will not substantially increase traffic congestion in the public streets or place an undue burden on water, school, park or other public facilities. See above.


Will the variance you seek create environmental damage, pollution, erosion, or siltation, or increase the danger of flooding? Explain.

No. The variance will not create environmental damage, pollution, erosion, or siltation or increase the danger of flooding. See above.

REASONS FOR APPEAL:

As explained above, there is a hardship to develop this property in conformity with the zoning code. This property does not have a viable use other than as multi-family housing. It would create a hardship to develop the property at 38 feet of height because of the flood plain and solid rock foundation of the property. This will be further explained at the zoning board hearing. By way of further answer, see above.

I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I understand that if I knowingly make any false statements herein I am subject to possible revocation of any licenses issued as result of my false application, and such other penalties as may be prescribed by law.

Applicant's Signature:  Date: 05 / 09 / 2023
MONTH DATE YEAR

City of Philadelphia
Zoning Board of Adjustment
Application for Appeal

EXHIBIT “R”

PROJECT INFORMATION FORM



City of Philadelphia Zoning Board of Adjustment

Project Information Form

Applicants must also complete a **Project Information Form (PIF)**.

This form can be found at: <https://forms.phila.gov/form/project-information-form/>.

You **MUST** print out your completed Project Information Form (PIF) and submit it to the Zoning Board of Adjustment (ZBA) with your appeal paperwork.

NOTE: THE ZBA WILL NOT ACCEPT YOUR APPEAL PAPERWORK WITHOUT A COMPLETED PROJECT INFORMATION FORM.

This requirement can be found in Section §14-303 (15)(a)(.3)(.A) of the Philadelphia Code, "an applicant who seeks either a special exception or a variance must submit to the Board, at the time the appeal is filed, a copy of the Project Information Form for such application, if the preparation of a Project Information Form is required for such application..."

City of Philadelphia Project Information Form

PIF Confirmation Page

Thank you for submitting your information. A copy of this information will be sent to your e-mail address. If you entered in any of this information incorrectly, please complete and **submit a new form** with the updated information.

NOTE TO APPLICANTS: You **MUST** print out your completed Project Information Form (PIF) and submit it to the Zoning Board of Adjustment (ZBA) with your appeal paperwork. Per Section §14-303 (15)(a)(.3)(.A) of the Philadelphia Code, *"an applicant who seeks either a special exception or a variance must submit to the Board, at the time the appeal is filed, a copy of the Project Information Form for such application, if the preparation of a Project Information Form is required for such application..."*

View all projects submissions.

PRINT YOUR FORM

Applicant Information

Address of Development Project

11 SHURS LN

Council District #

4

Name of Applicant

Ryan Boland

Zoning Application Number

zp20240656

Address of Applicant

1801 Market Street, Suite 2300
Philadelphia, PA 19103

Contact Information

Name of Contact Person

Ryan Boland

Phone Number of Contact Person

(267) 338-1312

Email Address of Contact Person

rboland@offitkurman.com

Project Information

Is your project exclusively residential?

No

Does your project result in a total of 2,500 square feet or more of floor area?

Yes

Is your zoning application exclusively for signage?

No

Key Project Statistics

Current Land Use on Parcel(s):

Parking

Proposed Land Use on Parcel(s):

Residential multi-family and commercial

Net Change in Number of Housing Units:

42

Net Change in Commercial Square Footage:

455

Net Change in Total Floor Area:

44627

Net Change in On-Street Parking:

0

Number of Off-Street Parking Spaces to be Provided:

37

Approximate Projected Construction Period:

12 months

Please provide a brief summary of your proposed project:

42 multi-family units with 37 parking spaces and a 455 sf commercial space on the ground level front of the building.

Please describe any planned changes to the landscaping and lighting on any public space within or adjacent to your project:

TBD

Please describe any anticipated impacts on the transportation network (e.g. parking, sidewalks, street safety or traffic, transit) and any plans for mitigating any negative impacts:

TBD

Approximately how many full time equivalent jobs (if any) are currently located on site?

TBD

Approximately how many full time equivalent workers will be employed on-site during the construction period?

TBD

Approximately how many full time equivalent jobs (if any) will be located on-site after construction is complete? Approximately how many of these jobs (if any) will be paid a wage of at least \$15/hour and will include health and/or retirement benefits?

TBD

Describe your plan, if any, to increase the supply of affordable housing:

TBD

Please describe any partnerships with local community organizations that will be utilized during and/or after construction:

TBD

Please provide a brief summary of any plans for local hiring and job training/apprenticeships during or after construction. Also, please indicate whether you plan to submit an Economic Opportunity Plan to the Office of Economic Opportunity:

TBD

Please describe any other anticipated community impacts (positive or negative) associated with this project:

TBC

Sign & Submit

Agreement:

- I understand that all information submitted on this form is public information.

Printed Name of Applicant

Ryan N. Boland

Please sign with the Initials of the Applicant

RNB

Date

02/12/2024

[Feedback](#)

[Terms of use](#) [Right to know \(pdf\)](#) [Privacy Policy](#)

EXHIBIT "S"

AGREEMENT OF SALE

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of _____, the _____ day of _____, 2021, (the "Effective Date"), is entered into between SMITH BOYD, INC., a Pennsylvania corporation with an address at 1801 E. Lehigh Avenue, Philadelphia, PA 19125 ("Seller"), and ANDREW LANGSAM AND/OR HIS NOMINEE with an address at 6060 Ridge Ave, Ste. 200, Philadelphia PA 19128 ("Purchaser").

WITNESSETH

WHEREAS, Seller wishes to sell to Purchaser and Purchaser wishes to buy from Seller, certain real property located at and commonly known as 11 Shurs Lane, Philadelphia, PA 19127 and being Philadelphia County Tax Parcel Number 884629701, as more fully described in the Legal Description attached hereto as Exhibit "A"; and

WHEREAS, Seller and Purchaser wish to consummate this sale under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, for themselves, and their respective successors and assigns, for Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby covenant and agree as follows:

ARTICLE I CONVEYANCE OF THE PROPERTY

Section 1.01: Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "Property"):

(a) all that certain lot, piece, or parcel of land located at 11 Shurs Lane, City and County of Philadelphia, Pennsylvania 19127 and being Philadelphia County Tax Parcel Number 884629701 as more particularly bounded and described in Exhibit "A" attached hereto and hereby made a part hereof (the "Land");

(b) all buildings and improvements located on the Land and all of Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "Improvements");

(c) all rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(d) all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(e) INTENTIONALLY BLANK;

(f) any permit, entitlement, governmental approval, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the construction, ownership, operation, and use of the Property to the extent transferable with the sale of the Property (collectively, the "**Assumed Permits and Licenses**"); and,

(g) any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the sale of the Property ("**Assumed Warranties and Guaranties**"); and

(h) Notwithstanding anything herein to the contrary, "Property" does not include any tenant fixtures or other property belonging to the tenants at the Property, or any item leased from third parties.

Section 1.02: Reserved.

ARTICLE II PURCHASE PRICE

Section 2.01: Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is [REDACTED] (the, "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) No later than five (5) business days after full execution of this Agreement, the amount of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), delivered (the "**Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Purchaser's title insurance company as escrow agent ("**Escrow Agent**"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. Any interest earned on the principal portion of the Deposit shall be deemed to be part of the Deposit and shall be paid together with the principal portion of the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be paid to Seller and credited to the Purchase Price upon the Closing.

(b) The balance of the Purchase Price in the amount of [REDACTED] shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than one (1) day prior to the Closing Date.

Section 2.02: Reserved.

ARTICLE III DUE DILIGENCE INVESTIGATION

Section 3.01: Due Diligence Materials. Seller agrees to provide to Purchaser within three (3) days after written request by Purchaser copies of all documents and materials pertaining to the Property to the extent within Seller's possession or control.

Section 3.02: Due Diligence Period and Zoning Contingency

(a) **Due Diligence Period.** Purchaser shall have Ninety (90) days from the Effective Date (the "**Due Diligence Period**"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, flooding, and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "**Inspections**"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Eastern Standard Time on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Eastern Standard Time on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement, including but not limited to the Zoning Contingency (defined in Section 3.02(b) below). If Purchaser elects to terminate this Agreement as provided in Section 3.02, Escrow Agent shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing (including by email) by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in

this Agreement or by Purchaser or Purchaser's attorney by fax or by email to Seller and/or Seller's attorney.

(b) **Zoning Contingency Period.** Purchaser's obligation to purchase the Property is also subject to the Philadelphia Zoning Board of Adjustment (the "**ZBA**") granting a variance to construct no less than 40 residential units on the Property, without any provisos restricting the use of the Property (a "**Favorable Decision**"). In the event the ZBA does not grant a variance to construct a building for 40 or more residential units without provisos restricting the use of the Property, this Agreement can be terminated by Purchaser within fifteen (15) days of receipt of a formal written decision of the ZBA denying Purchaser's request for a variance (the "**Zoning Contingency**"). In the event an appeal of the ZBA's Favorable Decision is filed to the Court of Common Pleas or the Commonwealth Court, the Purchaser may elect to terminate this Agreement within fifteen (15) days of the receipt of: (a) a notice of appeal to the Court of Common Pleas or Commonwealth Court; or (b) a final order of a court sitting in an appellate capacity that does not entirely affirm a Favorable Decision. In the event an appeal is filed of a Favorable Decision and the Agreement is not terminated by Purchaser, the Closing Date (defined in Section 4.01) shall be extended to 45-days after the entry of a final order by a Court sitting in an appellate capacity or the withdrawal of any appeal. It is the intent of the Parties that at every step of any appeal process, which shall include any remands to the ZBA by a court sitting in an appellate capacity, the Purchaser shall be given the unilateral right to decide whether to fight the appeal or terminate the Agreement.

(1) The Purchaser shall file an application for a use permit (the "**Application**") with the Philadelphia Department of Licenses of Inspection ("**L&I**") with reasonable due diligence, understanding the Purchaser needs to have plans for the proposed design of the project prepared and reviewed by professionals. The Application shall request a use including no less than 40 residential units.

(2) After Purchaser files the Application, it will receive a refusal from L&I ("**Refusal**"). The Purchaser will file an expedited appeal of the Refusal to the ZBA.

(3) Purchaser is not required to change the plans it submits to L&I with its Application (the "**Plans**"), agree to any proviso, or enter into any community benefits agreement in order to obtain the non-opposition or support of its project from any Registered Community Organizations, neighbors, City Councilperson, or the City Planning Commission. In the event Purchaser elects to revise its Plans in order to obtain the non-opposition or support of its project from any Registered Community Organizations, neighbors, City Councilperson, or the City Planning Commission, if L&I requires Purchaser to file a revised Application, Purchaser may in its sole discretion file a revised expedited Application and

expedited appeal to the ZBA of any Refusal

(d) In the event Purchaser has not notified Seller of Purchaser's intent to terminate on or before the expiration of the Due Diligence Period, the Inspections will be deemed accepted by Purchaser and the Property will be accepted in "AS IS" "WHERE IS" condition, subject to the Zoning Contingency.

(e) Upon termination of this Agreement or if the transaction otherwise fails to close for any reason, Purchaser shall promptly return all Due Diligence Materials provided by Seller back to Seller and shall assign its rights to Seller to any zoning application and/or appeal of a Refusal of an Application it has filed and all related materials submitted in the Application or appeal

Section 3.03: Purchaser's Access. At any time prior to the Closing (including during the Due Diligence Period), and at all times, subject to Section 3.04, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "Purchaser's Representatives") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 3.04: Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, Purchaser and/or its agents and representatives shall at all times comply with all laws and regulations of all applicable governmental authorities and shall provide Seller with proof of Purchaser's (or his contractors') liability insurance coverage naming Seller as an additional insured and having a combined single limit of not less than \$1,000,000.00 with at least \$2,000,000.00 excess liability coverage. Purchaser or Purchaser's agents shall also carry workers' compensation insurance for such activities, and provide evidence of same to Seller prior to Purchaser's or Purchaser's Representatives first entry onto the Property to conduct any Inspection. In connection with such Inspections, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property, or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least one (1) Business Day's prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to

other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

(c) PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THE DEED (HEREINAFTER DEFINED)), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT ("ADA") AND ANY SIMILAR OR RELATED PENNSYLVANIA STATE OR LOCAL LAWS), RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) COMPLIANCE WITH ANY ENVIRONMENTAL LAWS (HEREINAFTER DEFINED) OR PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (HEREIN DEFINED), (I) THE PROPERTY INFORMATION (HEREINAFTER DEFINED), OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY PURCHASER'S EXECUTION HEREOF, PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 6.01 BELOW; AND NO SUCH REPRESENTATION, WARRANTY,

AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 6.01 BELOW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS, EXPENSES AND CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 6.01 BELOW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 6.01 BELOW. EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 6.01 BELOW, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, EXCEPT AS EXPRESSLY PROVIDED IN AND LIMITED BY SECTION 6.01 BELOW. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING,

WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF PURCHASER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE OR MANAGEMENT OF THE PROPERTY. THE PROVISIONS OF THIS SECTION 3.04 (c) SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 3.04 (c) ARE AN IMPORTANT BASIS OF THE BARGAIN INDUCING SELLER TO CONVEY THE PROPERTY AND SHALL BE INCORPORATED INTO THE DEED.

Section 3.05: Seller Indemnification.

(a) Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) any acts or omissions of Seller; (b) Seller's negligence; and/or (c) any pre-existing, dangerous, illegal, or defective condition at the Property. The provisions of this Section 3.05 shall survive the Closing or earlier termination of this Agreement.

(b) Purchaser shall repair any damage caused by his testing and shall promptly restore the Property to substantially the same condition as existed immediately prior to such testing. Purchaser hereby indemnifies and holds Seller harmless from any and all liability to the extent related to any act or omission of Purchaser or Purchaser's agents or representatives in their performance of any and all activities conducted on the Property by Purchaser until Closing.

(c) Under no circumstances shall Seller be obligated to cure any defect or condition found by Purchaser.

**ARTICLE IV
CLOSING**

Section 4.01: Closing Date. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place forty-five (45) calendar days following the date the ZBA issues a formal written Favorable Decision (the "Closing Date") at 10:00 a.m. EST at the offices of Silvers, Langsam and Weitzman PC, 1500 John F. Kennedy Blvd. #1410 Philadelphia PA 19102, or at Purchaser's request, with notice to Seller's

attorney at least three (3) Business Days prior to the Closing Date, at the offices of Purchaser's lender or Purchaser's corporate offices. The Closing Date is subject to extensions as provided for by Section 3.02(b) above, relating to appeals of the ZBA's decision.

Section 4.02: Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

(a) One (1) original general warranty deed (the "**Deed**"), duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Property to Purchaser as required by this Agreement.

(b) Counterparts of any required transfer tax returns (the "**Transfer Tax Documents**"), or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities.

(c) Reserved.

(d) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(e) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, fuel readings, and other items that shall be apportioned as of the Closing Date.

(f) An original seller's affidavit in a form reasonably acceptable to the Title Insurance Company.

(g) A resolution of the members or manager of Seller, as applicable, authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(h) A written certificate stating that all representations and warranties contained in Section 6.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder (the "**Bring Down Certificate**").

(i) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under Section 4.06

of this Agreement and the balance of the Purchase Price due Seller.

(j) All keys, key cards, and access codes to any portion of the Property.

(k) An original assignment and assumption of contracts, warranties, permits, and licenses, executed by Seller and assigning to Purchaser all of Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.

(l) Evidence of termination of all Service Contracts, except for the Assumed Contracts which Purchaser has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.

(m) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control.

(n) All other documents necessary or otherwise required by the Escrow Agent and/or Title Insurance Company to consummate the transaction contemplated by this Agreement.

Section 4.03: Reserved.

Section 4.04: Purchaser's Closing Deliverables. On the Closing Date, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 2.01(c), as adjusted for apportionments pursuant to Section 4.06 of this Agreement.

(b) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 4.02 of this Agreement.

(c) A resolution of the manager of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(d) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

(e) A written certificate stating that all representations and warranties contained in Section 6.02 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder (the “**Bring Down Certificate**”).

Section 4.05: Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; *provided, however*, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys’ fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

- i. fifty (50%) percent of all transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement;
- ii. reserved;
- iii. the commission owed to the Broker, if any, pursuant to Article XIV of this Agreement;
- iv. reserved;
- v. all recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement; and
- vi. any and all costs incurred by Seller in connection with the preparation review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys’ or consultancy fees.

(c) Purchaser shall pay:

- i. fifty (50%) percent of all transfer taxes and sales taxes payable in connection with the transaction contemplated by this

Agreements:

- ii. the costs charged by Purchaser's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;
- iii. the costs related to the Survey and any other survey or survey update;
- iv. reserved;
- v. any other fees or costs related to Purchaser's due diligence reviews; and
- vi. all costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

Section 4.06 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes based on the calendar year for which they are assessed and any assessments, *provided, however*, that if any such charges are payable by any Tenant under the Leases, such charges shall not be apportioned. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller.

(b) All water and sewer charges based on the calendar year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; *provided, however*, that if any such charges are payable by any tenant under the Leases, such charges shall not be apportioned.

(c) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date; *provided, however*, that if any such charges are payable by any tenant under the Leases, such charges shall not be apportioned.

(d) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the City of Philadelphia, Pennsylvania.

**ARTICLE V
TITLE MATTERS AND REVIEW**

Section 5.01: Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that any title insurance company authorized and licensed to do business in the state where the property is located (the "**Title Insurance Company**") would be willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) the Permitted Exceptions; and

(b) such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 5.02: Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any, *provided, however*, that the same are not violated by the Improvements or prohibit or materially impair the continued use of the Property as it is being used on the date of this Agreement.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, window sills, fire escapes, satellite dishes, protective netting, sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining *property, provided, however*, that the same do not materially impact the value of the Property or impair the continued use of the Property as it is being used on the date of this Agreement.

(c) Reserved.

(d) Rights of tenants of the Property pursuant to the leases physically provided to Purchaser prior to Closing and any and all amendments, assignments, subleases, with Seller, or any predecessor fee owner of the Property or other statutory tenants, and others claiming by, through, and under such tenants, with no rights of first refusal or options to purchase the Property or

any part thereof.

(e) All covenants, restrictions and rights of record, and all easements and agreements of record for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits, or other like facilities, and appurtenances thereto, over, across, and under the Property, *provided, however*, that the same are not violated by the Improvements and do not impose any monetary obligation on the owner of the Property.

(f) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

(g) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) which will not be extinguished or insured over upon the transfer of the Property.

(h) The standard conditions and exceptions to title contained in the form title policy or "marked-up" Title Commitment issued to Purchaser by the Title Insurance Company.

Section 5.03: Title.

(a) No less than twenty (20) days before the Closing Date, Purchaser shall cause the Title Insurance Company to deliver to Seller: (i) a commitment for title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) a copy of Purchaser's Survey.

(b) Purchaser or Purchaser's attorney shall deliver to Seller, and Seller's attorney, in writing (the "**Title Objection Notice**"), any objections to the exceptions to title set forth in the Title Commitment or Purchaser's Survey, other than the Permitted Exceptions (each a "Title Objection," and collectively, hereinafter the "**Title Objections**"), within ten (10) days after Purchaser's receipt of the Title Commitment and Survey (or any subsequent update thereof). If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller promptly after the date Purchaser receives such evidence (unless an additional matter shown on such subsequent update first arises on the Closing Date, in which event notice of same may be given on the Closing Date and the Closing Date shall be extended day for day without need for additional

action by either party). Except for those items which Seller is obligated to cure pursuant to the terms of this Agreement, any such matter not the subject of a timely Title Objection Notice shall be deemed a Permitted Exception. Notwithstanding anything to the contrary contained herein, Purchaser shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections.

Section 5.04: Seller's Inability to Convey.

(a) Seller shall use best efforts to eliminate all Title Objections by the Closing Date. If Seller is unable to eliminate any Title Objection by the Closing Date, Seller shall provide written notice of same to Purchaser and then, unless the same is waived by Purchaser in writing, in its sole and absolute discretion, Purchaser may either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, in which event Purchaser shall be entitled to a return of the Deposit, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything in Section 5.04(a) to the contrary, Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the date hereof (other than with the prior written approval of Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed with respect to the granting or denial of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates, and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii), collectively, the "**Voluntary Liens**"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "**Monetary Liens**"); and, together with the Voluntary Liens, the "**Mandatory Title Removal Items**"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Purchaser's election, such failure shall constitute a Seller Default pursuant to Section 11.01(b) and Purchaser shall be entitled to such remedies as are set forth in Section 10.01(b).

(c) Notwithstanding anything in this Section 5.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01: Seller's Representations and Warranties. Seller represents and warrants to Purchaser to the best of Seller's knowledge on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania, and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the Certificate of Organization or Operating Agreement of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the resolution of the members and/or manager, as applicable, of Seller and the appropriate and necessary action has been taken by such members and/or manager on the part of Seller. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) Seller will convey Property with a single tenant, who will be subject to a written month-to-month lease that gives the landlord and its successors and assigns the right to terminate the lease upon 90-days written notice.

(f) There is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(g) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which will be binding upon the Purchaser after the Closing, other than the Leases and the Assumed Contracts. Each of the Service Contracts can and, at Purchaser's option, will be terminated by Seller on or before the Closing Date. Seller has performed all of its obligations under each of the Service Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

(h) Seller has not received notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(i) Seller has or will deliver or make available to Purchaser complete copies of all the Due Diligence Materials requested by Purchaser to the extent in Seller's possession or under Seller's control with regard to the Property.

(j) Seller does not possess any of the following Due Diligence Materials: title commitment/policy, Seller's Survey, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, flooding reports or studies, geotechnical related reports or studies, soils reports, governmental permits/approvals, zoning information, copy of service contracts, certificate(s) of occupancy, warranties and guaranties, commission agreements, other similar materials relating to the physical and environmental condition of the Property (including but not limited to, dispute relating to title, boundaries of, or conditions of the Property, threats of condemnation or redevelopment designation of the Property and designation of the Property as an economic, tax abatement, historic or other zone).

(k) Seller has not placed any, and to Seller's knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or

under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as these terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(l) Seller has not; (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(m) The improvements on the Property are not within an area determined to be flood-prone under the Federal Flood Protection Act of 1973.

(n) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Section 6.02: Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is an individual who has the requisite power and authority to enter into this Agreement and to consummate the transactions

contemplated hereby. In the event Purchaser is a limited liability company, it will be duly organized, validly existing, and in good standing under the laws of the State of Delaware or Commonwealth of Pennsylvania, is qualified to conduct business in the Commonwealth of Pennsylvania and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the Certificate of Organization or Operating Agreement of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolution of the manager of Purchaser and the appropriate and necessary action has been taken by such manager on the part of Purchaser. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 6.02 shall survive the Closing and will not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

(g) Purchaser has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Purchaser is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

ARTICLE VII SELLER'S COVENANTS

Section 7.01: Leases During the period from the Effective Date until the Closing Date, Seller shall not:

(a) Enter into any new Lease, submit or consider any proposal for a new Lease, or terminate, amend, or modify any Lease without Purchaser's prior written consent (except any Leases which are extended pursuant to the exercise by the tenant of an option in such Lease and such option is exercised between the date hereof and the Closing Date).

(b) Enter into any new agreements with any brokers in connection with any prospective tenants for new leases from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property.

Section 7.02: Maintenance and Repairs During the period from the Effective Date until the Closing Date, Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement

pursuant to Seller's normal course of business. Seller shall not cause or make any new improvements, alterations, or demolition to the Property.

Section 7.03: Service Contracts Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. On or before the Closing, Seller shall, at its sole cost and expense, terminate all Service Contracts, except for those Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 7.03) which Purchaser elects (in its sole discretion) to assume (the "**Assumed Contracts**"), by written notice to Seller on or before the date that is ten (10) days before the Closing Date.

ARTICLE VIII RISK OF LOSS

Section 8.01: Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 8.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 8.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment in the event the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 8.02: Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be: (a) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (b) damaged or destroyed by fire or other casualty and the cost of repair exceeds Twenty-Five Thousand Dollars \$25,000.00, then Purchaser may terminate this Agreement by giving Seller and Escrow Agent written notice thereof ("**Purchaser's Termination Notice**") within ten (10) days from the date Purchaser receives written notice of any such taking, fire, or other casualty. Upon receipt of Purchaser's Termination Notice, the Escrow Agent shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE IX NOTICES

Section 9.01: Delivery of Notices. Unless specifically stated otherwise in this

Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 9.01 collectively referred to as "Notices") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 9.02, by one of the following methods:

(a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery.

(b) overnight delivery by a nationally or regionally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or

(d) electronic transmission (facsimile or email) provided that such transmission is completed no later than 8:00 pm on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

Section 9.02: Parties' Addresses

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Attn: Jimmy Boyd
410 North Surrey Avenue
Ventnor, NJ 08406
Email: jimboydhorses@gmail.com

With a copy to:

Gregory Marchesini, Esquire
Sandler & Marchesini, PC
1500 Walnut Street - Suite 2020
Philadelphia, PA 19102

Email: gmarchesini@smpclawfirm.com

If to Purchaser:

Andrew Langsam
6060 Ridge Ave, Ste. 200
Philadelphia PA 19128
Email: a.langsam@gmail.com

With a copy to:

Ryan N. Boland
Offit Kurman, P.C.
1801 Market Street, Suite 2300
Philadelphia, PA 19103
Email: rboland@offitkurman.com

If to Escrow Agent:

First Platinum Abstract, LLC
Attn: Anita Cooke
2416 Bristol Road
Bensalem, PA 19020
Email:

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

**ARTICLE X
REMEDIES**

Section 10.01: Remedies.

If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, plus Seller shall be entitled to be paid an additional amount Twenty Five Thousand Dollars (\$25,000.00) as liquidated damages for Purchaser's Default. Upon payment of the Deposit and any interest earned thereon to Seller, plus Twenty Five Thousand Dollars (\$25,000.00), this Agreement shall be terminated and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER

AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, PLUS TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(a) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "**Seller Default**"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Escrow Agent, and Escrow Agent or Seller, as applicable, shall return the Deposit to Purchaser, with the interest earned thereon, if any, whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within sixty (60) days after such default, and if Purchaser prevails thereunder, Seller shall reimburse Purchaser for all reasonable legal fees, court costs, and all other reasonable costs of such action. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the Deposit; and (y) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "**Purchaser's Costs**" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees.

(b) Upon the release of the Deposit, and any interest accrued thereon, to either Purchaser or Seller, as the case may be, and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void

and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XI ESCROW

Section 11.01: Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall, at the direction of Purchaser, invest the Deposit in a federally insured interest-bearing account of a banking institution whose principal office is in Philadelphia, PA, with assets in excess of \$1 billion.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such ten (10) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

Section 11.02: Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a

stakeholder at their request and for their convenience that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the Commonwealth of Pennsylvania; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 11.03: Indemnification of Escrow Agent. Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 11.04: Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XII CONFIDENTIALITY AND PRESS RELEASE

Section 12.01: Confidentiality. Each party covenants and agrees not to communicate: (a) the Purchase Price; and (b) the content of any and all non-public information in respect of the Property which is supplied by either party (collectively, the "**Confidential Information**") to any person or entity, without the express written consent of such party; provided, however, that a party may, without consent, disclose the Confidential Information: (i) to its respective advisors, consultants, family members, attorneys, accountants, partners, investors, and lenders (the "**Transaction Parties**") without the express written consent of the disclosing party, so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; and (ii) if disclosure is required by law or by regulatory or judicial process or pursuant to any regulations promulgated by the New York Stock Exchange or other public exchange for the sale and purchase of securities, provided that in such event the disclosing party shall notify the other party in writing of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, reasonably cooperating with the other party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such Confidential Information by such tribunal and shall disclose only that portion of the Confidential Information which it is legally required to disclose. The Purchaser is permitted to file a zoning application, an appeal of a refusal of a zoning application, and before or after filing such zoning application or appeal of a zoning application refusal, meet with the local Registered Community Organizations, agencies of the City of Philadelphia, and the community in order to discuss the Purchaser's plans for developing the Property and to commence the process of obtaining feedback regarding Purchaser's proposed development of the Property. The foregoing confidentiality obligations shall not apply to the extent that any such Confidential Information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by a party or its Transaction Parties. Each party shall indemnify, defend, and hold the other party harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with such party's obligations under this Section 12.01 and/or the disclosure of any Confidential Information by such party and/or by such party's Transaction Parties in violation of this Section 12.01.

Section 12.02: Return or Destruction of Confidential Information As of the Closing Date or in the event of a termination of this Agreement, if applicable, such confidentiality shall be maintained by the parties and all Confidential Information in accordance with the written request of either party shall be either promptly: (a) returned to the disclosing party; or (b) destroyed by the non-disclosing party, with any such destruction confirmed in writing.

Section 12.03: No Press Release; Publicity. Prior to the Closing Date: (a) no press releases or public statements shall be issued or made by either Seller or Purchaser with

respect to the transactions contemplated by this Agreement, except statements made in the zoning application, zoning appeal, to local Registered Community Organizations, agencies of the City of Philadelphia, and the community in order to discuss the Purchaser's plans developing the Property; and (b) Purchaser and Seller shall confer and agree on a press release to be issued jointly by Purchaser and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Purchaser or Seller issue any press releases with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other Party to this Agreement without the approval of such other Party, which approval may be withheld in such other Party's sole and absolute discretion.

Section 12.04: Survival The provisions of this Article shall survive the Closing or earlier termination of this Agreement.

ARTICLE XIII BROKERS

Section 13.01: Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction, other than Seller's Broker, Christopher Pennington of Biswanger.

Section 13.02: Survival. The provisions of this Article XIII shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XIV MISCELLANEOUS

Section 14.01: Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 14.02: Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation; no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 14.03: No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 14.04: Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be

extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the Commonwealth of Pennsylvania.

Section 14.05: Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 14.06: Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property without the prior written consent of Seller, provided that any assignee shall assume all of Purchaser's obligations hereunder and succeed to all of Purchaser's rights and remedies hereunder and written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing. If an assignee assumes all of Purchaser's obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to such assignee, Purchaser shall be released from all obligations under this Agreement. If any assignment is (or would be) deemed a transfer of real property by any taxing authority, the Seller, under all circumstances, shall not be liable for any additional transfer tax resulting from any assignment and Purchaser shall indemnify and hold Seller harmless for any additional taxes and/or costs incurred by Seller, including attorney's fees.

Section 14.07: Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 14.08: Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may hereinafter be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the Commonwealth of Pennsylvania and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.09: Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 14.10: Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 14.11: No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 14.12: No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 14.13: Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANYWAY CONNECTED WITH THIS AGREEMENT.

Section 14.14: Time of the Essence The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 6:00 p.m. Eastern Standard Time on such date, provided that such action must be completed by 6:00 p.m. Eastern Standard Time with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

ARTICLE XV LIKE KIND EXCHANGES

Section 15.01: Like Kind Exchanges. Purchaser or Seller may elect to exchange the Property for other real estate of like kind in accordance with Section 1031 of the Internal Revenue Code. To the extent possible, the provisions of this Section shall be interpreted consistently with this intent. To exercise any rights under this Section, the party electing to exchange the Property shall provide the other with a written statement stating its intent to enter into an exchange at least five (5) days prior to Closing. Either party's election to exchange, rather than sell or buy, the Property for other real estate of a like kind shall be at

no cost or liability to the other. Should this Agreement become part of a 1031 transaction, the party electing to exchange the Property (the "Exchanger") hereby agrees that the other party may enforce any and all representations, warranties, covenants and other obligations of the Exchanger under this Agreement directly against Exchanger, and the other party agrees that Exchanger may enforce any and all representations, warranties, covenants and other obligations of the other party under this Agreement directly against the other party.

[Remainder of Page Left Intentionally Blank - Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:


Andrew Langsam

11-22-21

SELLER:

SMITH BOYD, INC.,
a Pennsylvania corporation

By: _____
Name:
Title:

ESCROW AGENT:

FIRST PLATINUM ABSTRACT, LLC

By: _____
Name:
Title:

SCHEDULES AND EXHIBITS

EXHIBITS

Exhibit A	Legal Description
-----------	-------------------

4819-1473-5354, v. 1

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

Andrew Langsam

SELLER:

SMITH BOYD, INC.,
a Pennsylvania corporation

By: 
Name:
Title:

ESCROW AGENT:

FIRST PLATINUM ABSTRACT, LLC

By: _____
Name:
Title:

eRecorded in Philadelphia PA Doc Id: 54153447
02/27/2023 02:49 PM Page 1 of 3 Rec Fee: \$259.75
Receipt#: 23-15788
Records Department Doc Code: DM
State RTT: \$0.00 Local RTT: \$0.00

Philadelphia County
Recorder of Deeds
City Hall, Room 156
Philadelphia, PA 19107

Recording Cover Page

Record and Return To: Offit Kurman, P.C.
Ryan, N. Boland, Esq
1801 Market Street
Philadelphia, PA 19103
267-338-1312

Document Date: February 3, 2023

Number of Pages: 3 (including cover sheet)

First Party: Smith Hoyd, Inc

Second Party: Gil Littlewood & Sons, Inc

Parcel Information 11 Shurs Lane
Philadelphia, PA 19127
OPA No. 884629701

and

4045-61 Main Street
Philadelphia, PA 19127
OPA No. 884632511

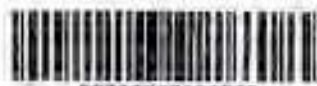
4026-3736-3702 v.1

FILED
28 SEP 2022 04:58 pm
Civil Administration
D. KIM

SMITH BOYD, INC.,
Plaintiff,
v.
GJ LITTLEWOOD & SONS, INC.
and
THE CITY OF PHILADELPHIA
Defendants.

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
CIVIL ACTION
FEBRUARY TERM, 2022
No. 02609

220202609-Smith Boyd, inc. Vs GJ Littlewood



22020260900033

ORDER

AND NOW, this 3rd day of February, 2023, upon consideration of Plaintiff, Smith Boyd, Inc.'s Motion for Summary Judgment filed against Defendant, GJ Littlewood & Sons, Inc., and any response thereto, that Plaintiff's Motion is **GRANTED** and it is further **ORDERED** as follows:

1. **JUDGMENT** is entered in favor of Plaintiff, Smith Boyd Inc. ("Smith Boyd") who owns the property located at 11 Shurs Lane, Philadelphia, PA 19127 and against Defendant, GJ Littlewood & Sons, Inc. ("Littlewood"), who owns the property located at 4045-61 Main Street, Philadelphia, PA 19127, on Count I of the Complaint asserting a cause of action to quiet title on Littlewood's entitlement to use an Alley described in Exhibit "2" to the Complaint.

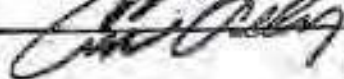
2. Littlewood's easement to, as well as any right, title or interest in, the Alley described below, identified as the "14' 1/8" ALLEY BY DEED" that is depicted in the Survey attached as Exhibit "A", is hereby extinguished and Littlewood shall forever be barred from asserting any right, lien, title, or interest in the Alley inconsistent with Smith Boyd's interest:

Case ID: 220202609
Control No.: 22094933

ALL THAT CERTAIN lot or piece of ground, situate in the 21st Ward of the City of Philadelphia, Commonwealth of Pennsylvania, being a 14'-0 1/8" wide alley according to a Boundary and Topographic Survey, prepared by Ruggiero Plante Land Design, dated January 14, 2021, bounded and described as follows;

CERTIFIED FROM THE RECORDS
EMC FEDER
DIRECTOR, OFFICE OF JUDICIAL RECORDS
PHILADELPHIA COUNTY

658 2 2 2023

BY 

BEGINNING at a point on the southeasterly side of Shurs Lane (60 feet wide, on City Plan - Legally Open) located 100.012 feet North of the intersection formed by the of the southeasterly side of Shurs Lane and the northeasterly side of Main Street (60 feet wide on City Plan - Legally Open); thence

1. Extending North 49°38'41" East, along the said southeasterly side of Shurs Lane, the distance of 14.014 feet to a point; thence
2. Extending South 42°56'34" East, along the northeasterly side of the said alley herein being described, the distance of 150.010 feet to a point; thence
3. Extending South 49°38'41" East, along the terminus of the said alley herein being described, the distance of 14.014 feet to a point; thence
4. Extending North 42°56'34" West, along the southwesterly side of the said alley herein being described, the distance of 150.010 feet, to the first mentioned point and place of beginning.

Containing 2,071 square feet (0.04754 acres) (dimensions are shown in Philadelphia District Standard measurement.)



3. Smith Boyd, Inc. is the fee simple owner of the Alley and the Alley is not subject to any easement by GJ Littlewood & Sons, Inc.¹
 4. A certified copy of this Order be recorded by Smith Boyd, Inc. in the office of the Recorder of Deeds of Philadelphia County, under the existing OPA numbers for 11 Shurs Lane, Philadelphia, Pennsylvania 19127 (884629701) and 4045-61 Main Street, Philadelphia, PA 19127 (884632511).
 5. Smith Boyd, Inc. shall be responsible for payment of any transfer taxes and recording fees incurred under this order
1. Plaintiff's claim against the City of Philadelphia remains until judgment is entered by default or otherwise.

By the Court: 
2 J.

Case ID: 220202609
Control No.: 22094933

EXHIBIT "T"

**TAX CLEARANCE CERTIFICATE –
PRINTOUT FROM DEPARTMENT OF REVNUUE**



[< Home](#)

11 SHURS LN

PHILADELPHIA PA 19127-2113

Balance

\$0.00

OPA	:	8
Assessed value	:	\$
Owner	:	S
		8
		B
		II

[Summary](#) [More options...](#)

Accounts

Real Estate Tax

Balance

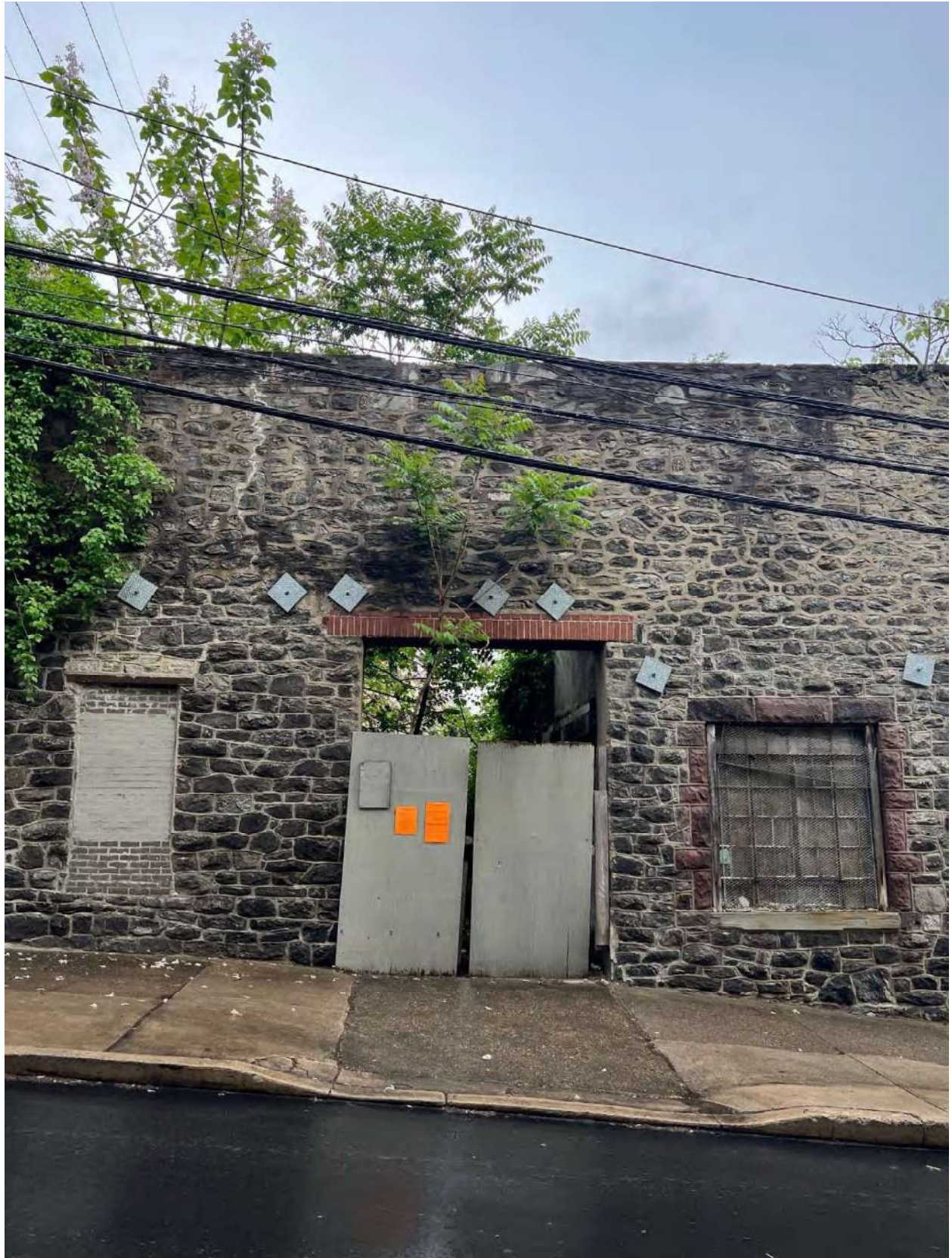
\$0.00

- > [View period balance](#)
- > [Apply for real estate assistance programs](#)
- > [View liens and debt](#)



EXHIBIT “U”

PHOTOS OF POSTING





CALENDAR NO. *MI-2024-000798*

5/9

ZONING NOTICE

Ryan Boland

1801 Market Street,

Suit 2300

PHILADELPHIA, PA 19103

USA

has submitted an application of appeal to the ZONING BOARD OF ADJUSTMENT. The applicant's proposal and the relief requested are specified in the application for appeal and in the Notice of Refusal/Referral posted with this notice. *PERMIT FOR THE ERECTION OF A FOUR (4) STORY STRUCTURE. FOR USE AS A VACANT COMMERCIAL SPACE (U REGISTRATION REQUIRED PRIOR TO OCCUPANCY) ON THE FIRST FLOOR AND MULTI-FAMILY (FORTY-TWO (42) DWELLING UNITS) HOUSEHOLD LIVING WITH THIRTY-SEVEN (37) INTERIOR OFF-STREET ACCESSORY PARKING SPACES, SIZE AND LOCATION AS SHOWN IN THE APPLICATION/PLAN.*

At 11 SHURS LN, Philadelphia, PA 19127-2113

POSTED MAY 10, 2024

EXHIBIT “V”

RCO MEETING NOTIFICATION AND CERTIFICATION OF BULK MAILING

March 7, 2024

Re: 11 Shurs Lane, Philadelphia, PA

Dear Registered Community Organization or Neighbor:

This is a notification of a **PUBLIC MEETING** to discuss the project described below. All Registered Community Organizations that have geographic boundaries containing the project property and all community members are welcome to attend.

Property Owner:

Andrew Langsam (equitable owner pursuant to agreement of sale)
6060 Ridge Avenue, Suite 200, Philadelphia, PA 19128

Property Description:

11 Shurs Lane, which is a property located on the southeast side of Shurs Lane, between Main Street and Cresson Street, directly adjacent to the SEPTA Railroad Tracks and 4045-61 Main Street. It is in the ICMX zoning district.

Project Description:

38-foot tall building with a 455 square feet of commercial/retail space in the street frontage of the ground floor, with 42 residential units across floors 2-4, along with 37 parking spaces. A variance is being sought for the multi-family use.

Summary of Refusal: Multi-family household living dwelling prohibited in ICMX zoning district

Manayunk Neighborhood Council as Coordinating RCO has scheduled a **PUBLIC MEETING** in advance of a public hearing to discuss the project at the following date, time and location:

Public Meeting Date & Time: APRIL 3, 2024 at 7:00 pm – VIRTUAL MEETING – USE INFORMATION BELOW:

To obtain the Zoom link to participate in this public meeting, you should send a request for the link information to rcoc@manayunkcouncil.org. The link information will be sent to your email address **on the day of the meeting**. If you prefer to join the meeting by telephone, you should leave a voicemail message at 215-487-2125 and information will be relayed to you before the meeting. The link for the meeting will also be available by registering for the meeting at www.manayunkcouncil.org **on the day of the meeting**.

Please review the zoning posters for the date of the **PUBLIC HEARING** to be held by the City of Philadelphia *Zoning Board of Adjustment* located at 1515 Arch Street, 18th Floor, Philadelphia, PA 19102 (or online, via Zoom) on the issue. The ZBA hearing date, along with hearing access instructions, can also be found at the ZBA hearing calendar site, here: <https://www.phila.gov/zba/appeals-calendar>

For reference, contact information for all affected Registered Community Organizations and the District Councilperson is provided as follows:

Curtis Jones, Jr. District Councilmember, Attn: Josh Cohen - joshua.cohen@phila.gov
Wissahickon Neighbors Civic Association (WNCA) jWNCAPres@gmail.com
Manayunk Neighborhood Council johnhunter286@gmail.com
Central Manayunk Council manayunk321@aol.com
21st Ward Democratic Committee dems21stward@gmail.com
Zoning Board of Adjustment rcozba@phila.gov

If you have received this notice as the owner, managing agent, or other responsible person at a multi-unit building, you are requested to post this notice at a prominent place in a common area of your building.

Thank you,



Ryan N. Boland

RNB
Enclosure (refusal)

cc: Planning Commission – RCO.Notification@phila.gov
Josh Cohen - joshua.cohen@phila.gov
Wissahickon Neighbors Civic Association (WNCA) - jWNCAPres@gmail.com
Manayunk Neighborhood Council - johnhunter286@gmail.com
Central Manayunk Council - manayunk321@aol.com
21st Ward Democratic Committee - dems21stward@gmail.com
Zoning Board of Adjustment - rcozba@phila.gov



Notice of: **Refusal** **Referral**

Application Number: ZP-2024-000656	Zoning District(s): ICMX	Date of Refusal: 2/9/2024
Address/Location: 11 SHURS LN, Philadelphia, PA 19127-2113 Parcel (PWD Record)		Page Number Page 1 of 1
Applicant Name: David Plante, P.E. DBA: Ruggiero Plante Land Design	Applicant Address: 5900 Ridge Avenue Philadelphia, PA 19128 USA	Civic Design Review? N

Application for:

FOR THE ERECTION OF A FOUR (4) STORY STRUCTURE. FOR USE AS A VACANT COMMERCIAL SPACE (USE REGISTRATION REQUIRED PRIOR TO OCCUPANCY) ON THE FIRST FLOOR AND MULTI-FAMILY (FORTY-TWO (42) DWELLING UNITS) HOUSEHOLD LIVING WITH THIRTY-SEVEN (37) INTERIOR OFF-STREET ACCESSORY PARKING SPACES; SIZE AND LOCATION AS SHOWN IN THE APPLICATION/PLAN.

The permit for the above location cannot be issued because the proposal does not comply with the following provisions of the Philadelphia Zoning Code. (Codes can be accessed at www.phila.gov.)

<u>Code Section(s):</u>	<u>Code Section Title(s):</u>	<u>Reason for Refusal:</u>
Table 14-602-3	Uses Allowed in Industrial Districts - Refusal	HOUSEHOLD LIVING IS NOT PERMITTED IN THIS ZONING DISTRICT, ICMX. WHEREAS, THE APPLICATION PROPOSES MULTI-FAMILY (FORTY-TWO (42) DWELLING UNITS) HOUSEHOLD LIVING.

ONE (1) USE REFUSAL

Fee to File Appeal: \$ 300

NOTES TO THE ZBA:

N/A

Parcel Owner:

SMITH BOYDING

CHANWOO JUNG
PLANS EXAMINER

2/9/2024
DATE SIGNED

Notice to Applicant: An appeal from this decision may be made to the Zoning Board of Adjustment, One Parkway Building, 1515 Arch St., 18th Fl., Phila., PA 19102 within thirty (30) days of date of Refusal / Referral. Please see appeal instructions for more information.



Certificate of Bulk Mailing – Domestic

Fee for Certificate

Up to 1,000 pieces (1 certificate for total number)

For each additional 1,000 pieces, or fraction thereof

Duplicate Copy

Use
Current
Price List
(Notice 123)

Postage: Mailers must affix meter, PC Postage[®], or (uncanceled) postage stamps here in payment of total fee due.

Acceptance employee must cancel postage affixed (by round-date) at the time of mailing.

If payment of total fee due is being paid by Permit Imprint, include the *PostalOne!*[®] Transaction Number here: _____



Number of Identical Weight Pieces 63	Class of Mail 1st	Postage for Each Mailpiece Paid <input type="checkbox"/> Verified	Number of Pieces to the Pound
--	-----------------------------	--	-------------------------------

Total Number of Pounds	Total Postage Paid for Mailpieces \$40.32	Fee Paid
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Mailed For Ryan Roland	Mailed By Tiffany Kerns
----------------------------------	-----------------------------------

Postmaster's Certification

It is hereby certified that the number of mailpieces presented and the associated postage and fee were verified. This certificate does not provide evidence that a piece was mailed to a particular address.

(Postmaster or Designee)



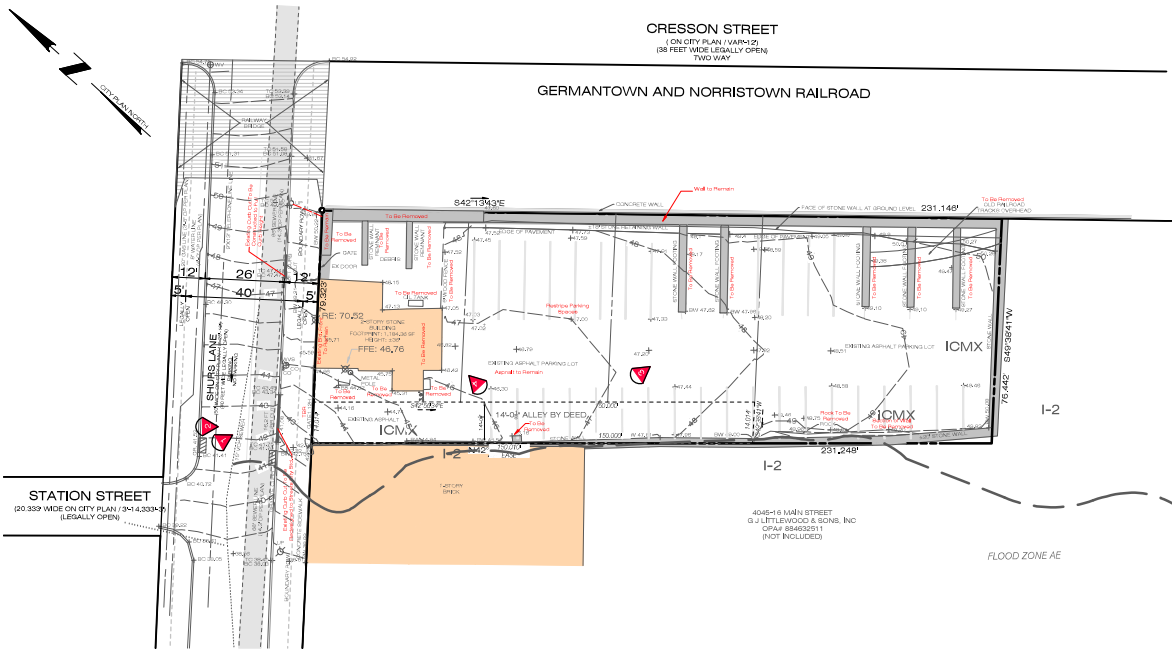
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U.S. POSTAGE PAID
BLUE BELL, PA
19422
MAR 07 24
AMOUNT
\$11.10
R2305M145685-27



0000

U.S. POSTAGE PAID
BLUE BELL, PA
19422
MAR 07 24
AMOUNT
\$11.10
R2305M145685-27



STEEP SLOPE NOTE
ALL SLOPES ON THE SITE ARE LESS THAN 15%.

LEGEND

EXISTING FEATURES

- TELECOMMUNICATION MANHOLE
- WATER MANHOLE
- ELECTRICAL MANHOLE
- SANITARY MANHOLE
- CITY INLET
- FIRE HYDRANT
- WATER VALVE
- UTILITY POLE
- SEWER
- LIGHT STANDARD
- COMBINED SEWER
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD AERIAL LINE
- FENCE LINE
- EXISTING BUILDINGS
- ZONING BOUNDARY LINE

PHOTO LOCATION
PHOTO ID

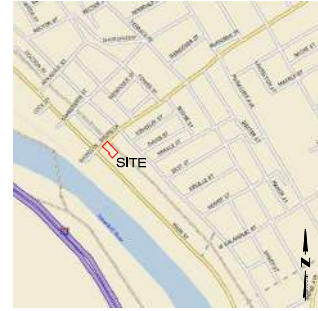
RETAINING WALL
STEEP SLOPE 15-20%
STEEP SLOPE >25%

ICMX - INDUSTRIAL COMMERCIAL MIXED-USE ZONING CRITERIA

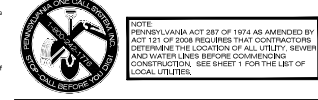
LOT REQUIREMENTS	Required
Max. % Occupied Area	100%
Min. % Open Area	0%

SUBMITTAL REQUIREMENTS	None required
Sign	None required
Street Light	0 / If used
Rear Yard Setback	0 / If used
Building Height	500'
Max. FAR	500%

- NOTES**
- Boundary and Location information is based on a field survey performed by Ruggiero Plante Land Design on December 21, 2021.
 - Boundary dimensions are identified in Philadelphia District Standard feet. Other stated dimensions are in U.S. standard feet. Other stated dimensions are in U.S. standard feet. Other stated dimensions are in U.S. standard feet. These are not mistakes or oversights but more precise values.
 - The change from inches to the more precise decimal expression may result in minor changes in the second and third decimal places. These are not mistakes or oversights but more precise values.
 - Vertical datum is NAVD 1983. The benchmark is C-2529, a standard brass disk set in a concrete retaining wall having an elevation of 41.29. Located 0.28 miles southeast along the Reading Railroad from the Station at Manayunk, 59' southeast of the southeast abutment of the Rittenhouse Avenue underpass. If southeast of the southwest end of the concrete retaining wall around the two southwest legs of metal piles, 8.0' east to the southwest of the two southwest legs of the piles, 1.1' north of a metal fence post and about level with the track, Tri-Achene City datum, Subtract 4.81.
 - The bearings shown herein are referenced from a PLAN OF PROPERTY made for Aeron Hart by Israel Beretta, Surveyor and Registrar of the Ninth Survey District of Philadelphia, dated August 1, 1966.
 - REMA (RPM) map #A2075700893 effective January 17, 2007 designates the site as Zone X - Other Flood Area.
 - Some of site improvements such as buildings, curbing, and parking have been taken from aerial photographs, other plans and from public GIS sources.
 - Only above ground visible improvements have been located. The location of the underground utilities must be field verified by contractor before commencement of any construction.
 - The property is identified as within the Industrial Commercial Mixed-Use District (ICMX).



- UTILITY OWNERS**
- DATE CONTACTED: December 13, 2021
SERIAL NUMBER: 20213472676
- COMPANY: COMCAST GABLEVIEW SEEN
ADDRESS: 4400 WAYNE AVE
PHILADELPHIA, PA 19140
CONTACT: BOB HARVEY
EMAIL: bob_harvey@comcast.com
- COMPANY: USG
ADDRESS: 450 S HENDERSON RD, SUITE B
KING OF PRUSSIA, PA 19406
CONTACT: GAVIN HEWITT
EMAIL: gahewitt@usg.com
- COMPANY: PHILADELPHIA CITY WATER DEPARTMENT
ADDRESS: 1101 MARKET STREET, 2ND FLOOR, 47A TOWER
PHILADELPHIA, PA 19107
CONTACT: ERIC HOWETT
EMAIL: eric.howett@phila.gov
- COMPANY: PHILADELPHIA CITY DEPARTMENT OF STREETS
ADDRESS: 1401 JFF BLDG, ROOM 640 NBB
PHILADELPHIA, PA 19102
CONTACT: JOSEPH HISEL
EMAIL: joseph.hisel@phila.gov
- COMPANY: PHILADELPHIA GAS WORKS
ADDRESS: 800 W MONTGOMERY AVE
PHILADELPHIA, PA 19122
CONTACT: JAMES BOCHANAN
- COMPANY: SOUTHEASTERN PA TRANSPORTATION AUTHORITY
ADDRESS: 1524 MARKET ST, 27TH FL
PHILADELPHIA, PA 19107
CONTACT: DAVID MONTYDAS
EMAIL: smontydas@septa.org
- COMPANY: VERIZON PENNSYLVANIA, L.L.C.
ADDRESS: 180 BRIDGE BLVD, STE 2100 ROOM NA
EXTON, PA 19341
CONTACT: KELLY BLOUNT
EMAIL: kelley.blount@verizon.com
- OWNER OF RECORD**
11 SHURS LANE
SMITH BROTHERS
JAMES & LORNA AVE
PHILADELPHIA, PA 19125



REVISIONS	
NO. 001	DATE

11 SHURS LANE
Philadelphia, PA 19127
21ST WARD - OPA #884629701

prepared for:
Andrew Langsam
1257 Bobarn Drive
Parr Valley, PA 19072

DAVID J. PLANTE, Professional Engineer PA, No. PE-043820-E

Ruggiero Plante Land Design
5900 Ridge Avenue Philadelphia, PA 19128
phone: 215.508.3900 fax: 215.508.8800 www.ruggieroplante.com

Plan Date: **JANUARY 18, 2024**
Scale: 1" = 20'-0"
[20] [10] [0] [20]

Sheet Title:
ZONING SUBMISSION
Sheet Title:
EXISTING CONDITION PLAN
Sheet 1 of 3



PHOTO 1



PHOTO 2



PHOTO 3



PHOTO 4

SOURCE OF TITLE

Deed from C.O. Struse & Sons to Smith & Boyd, Inc., dated January 28, 1967, being recorded in the City of Philadelphia on January 29, 1967 as Document No. 901, Pg. 368.

PLAN REFERENCES

- PLAN OF PROPERTY made for Glenwies Corporation by Israel Beretta, Surveyor & Registrar of the 9th Survey District of Philadelphia dated December 21, 1964 and last revised by Vincent F. Collier on August 31, 1976.
- PLAN OF PROPERTY made by K.W. Grandlund, Surveyor & Registrar of the 8th Survey District of Philadelphia dated March 5, 1926.

ZONING SCHEDULE
ZONE ICXW (INDUSTRIAL, COMMERCIAL MIXED-USE ZONING) (CPHA)

ADJUTING ZONING DISTRICT: IC2 MEDIUM INDUSTRIAL
ZONING DISTRICT: ACROSS STREET ICXW INDUSTRIAL COMMERCIAL MIXED-USE

LOT AREA: 17,963 SF OR 0.4131 AC

USE: MIXED-USE

ZONING DATA	PERMITTED	PROP. LOT
MAX. % OCCUPIED AREA	100	81
MIN. FRONT YARD (FT)	0 [0]	0
MIN. SIDE YARD WIDTH (FT)	8 [0]	0
MIN. REAR YARD DEPTH (FT)	8 [0]	0
MAX. HEIGHT (FT)	38	38
MAX. FLOOR AREA RATIO (%)	500	249

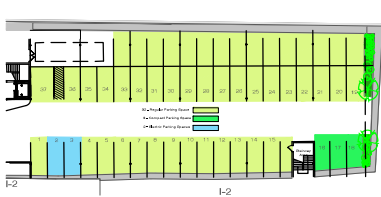
Note: [8] Where the lots abut a residential district, front yards, side yards, and rear yards shall be provided on the lot on the side abutting the residential district. The minimum requirements for those yards shall be either those for the industrial district, or those for the residential district on the abutting side, whichever is larger.

OCCUPIED AREA CALCULATIONS

PROPOSED

LOT AREA: 17,963 SF
 OCCUPIED AREA: 14,566 SF
 % OCCUPIED AREA: 80.95
 % OPEN AREA: 19.05

PARKING KEY MAP



PARKING IN INDUSTRIAL DISTRICT (TABLE 14-800-3)

RESIDENTIAL USE CATEGORY: MULTI-FAMILY
 Required: 1.2 units
 Total Number of Units = 42
 Required Number of Spaces = 21

RETAIL USE CATEGORY:
 Required: 0 for first 2,000 SF
 Total SF: 465 SF
 Required Number of Spaces = 0

Total Spaces Required: 21
 Total Proposed Spaces: 37
 30+ Regular Parking Space
 2+ ADA Spaces
 2+ Compact Parking Space
 2+ Decks Parking Spaces

PARKING FOR PERSONS WITH DISABILITIES (TABLE 14-800-4)

MULTI-FAMILY USE: Two percent of the parking spaces, but not less than one proposed parking space.
 Required: 2% x 37 of proposed spaces = 0.74
 Proposed: 2 proposed

ELECTRIC VEHICLE PARKING SPACES (TABLE 14-800-5)

Total Number of Spaces Proposed = 37
 Total Number of Electric Spaces Required = 2
 Total Number of Electric Spaces Provided = 2

REQUIRED BI-CYCLE PARKING (TABLE 14-800-6)

MULTI-FAMILY Building: 12 or More Dwelling Units
 Required: 1 per every 3 Units of Fraction Thereof
 Total Number of Units = 42
 Required Number Bicycle Parking = 14
 Provided Bicycle Parking = 14

COMPLETE STREETS ZONE REQUIREMENTS

Strom Lane
 Urban Arterial
 Pedestrian = 4' Min. (Or half total sidewalk)
 Building = No Min. Requirement
 Furnishing = 4' Minimum

STREET TREE PLANTING REQUIREMENT

At least one tree per 35 feet of linear frontage, and provide at least 15 feet spacing between minimum space between the trunk.

BOTANICAL NAME	COMMON NAME	NOTES	QUANTITY
<i>Populus nigra</i> L.	Common Tree	2.5'-3' CM DBH	2

NEIGHBORHOOD COMMERCIAL AREA OVERLAY DISTRICT (NCOA) (CPH)

(B) Height
 (1) The height of the building may not exceed 38 ft.
 (2) Addition to building in existence on July 1, 1997 that do not increase the floor area of the building by more than 10% may be built to a height not to exceed the existing building.
 (C) Setbacks - not applicable to Subarea 6
 (d) Parking in Subarea 6, pertaining to eating and drinking not applicable.

INTERIOR LANDSCAPING (P1-S-800-50-1)

10% of the interior surface parking lot. (Covered Parking Area excluded)
 Total Open Area = 1,535 SF
 Required Area = 1,535 SF x 10 = 153 SF
 Provided Area = 206.25 SF

LANDSCAPING (P1-S-800-50-5)

Shade trees, shrubs, perennials, and groundcover
 1 Shade Tree 200 SF
 3 shrubs 200 SF
 15 groundcover/perennials/200 SF
 Provided Area = 206.25 SF

REQUIRED BI-CYCLE PARKING (TABLE 14-800-6)

Required: 1 per every 3 Units of Fraction Thereof
 Total Number of Units = 42
 Required Number Bicycle Parking = 14
 Provided Bicycle Parking = 14

BUILDING IDENTIFICATION SIGN IN ICXW (TABLE 14-604-1)

Allowed:
 Maximum Number: 1 per frontage
 Signage area: Lots with one building frontage: 3 sf per lin. ft. of building frontage
 Maximum Height: The lower roof line or second floor window sill.
 Permitted Sign Characteristics: Static Illumination, Animated Wall, and Mechanical Motion
 Proposed:
 Maximum Number: 1 per frontage
 Signage Area Allowed: 79.52' x 26.44' = 2,099.44 sf
 Signage Area Proposed: 13,31' sf
 Maximum Height: Lower Roof
 *Sign is shown on Front Elevation, Sheet 3 of 3.

CRESSON STREET
 (ON CITY PLAN VARI-18)
 (8 FEET WIDE LEGALLY OPEN)
 TWO-WAY

GERMANTOWN AND NORRISTOWN RAILROAD

NOTES

- Boundary and Location information is based on a field survey performed by Ruggiero Plante Land Design on December 21, 2021.
- Boundary dimensions are identified in Philadelphia District Standard feet. Other stated dimensions are in U.S. Standard feet.
- The change from inches to the more precise decimal expression may result in minor changes in the second and third decimal places. These are not mistakes or overights but more precise values.
- Vertical datum is NAD83 1985, the benchmark is 10-259' a standard brass disk set in a concrete retaining wall, having an elevation of 81.29'. Located 0.20 miles southeast along the Reading Railroad from the Station at Marbury, 50' southeast of the southeast abutment of the Norristown Avenue underpass, 9' southwest of the southwest end of the southwest set of tracks, set in the top and at the east corner of the southeast abutment of the Norristown Avenue underpass, 9' southwest of a metal sign, 8' east to the more southeasterly of the two southwest legs of the sign, 1.71 north of a metal fence post and abutment with the tracks. To Achieve City datum, Subtract 4.81'.
- The bearings shown herein are referenced from a PLAN OF PROPERTY made for Aaron Hart by Israel Serota, Surveyor and Registrar of the Ninth Survey District of Philadelphia, dated July 1, 1985.
- FEMA FIRM map #4207700690 effective January 17, 2007 designates the site as Zone A - Other Flood Area.
- Some off site improvements such as buildings, curbing, and parking have been taken from aerial photographs, other plans and from public GIS sources.
- Only above ground utility improvements have been located. The location of the underground utilities must be field verified by contractor before commencement of any construction.
- The property is identified as within the Industrial Commercial Mixed-Use District (ICMX).

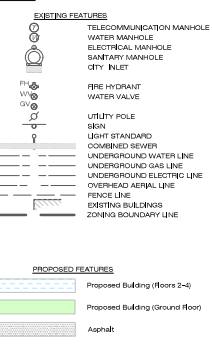
SOURCE OF TITLE

Deed from C.O. Struve & Sons to Smith & Boyd, Inc., dated January 25, 1967, being recorded in the City of Philadelphia on January 26, 1967 as Document No. 90, Pa. 366.

PLAN REFERENCES

- PLAN OF PROPERTY made for Genesee Corporation by Israel Serota, Surveyor & Registrar of the 8th Survey District of Philadelphia dated December 21, 1984 and last revised by Vincent F. Collier on August 31, 1978.
- PLAN OF PROPERTY made by K.W. Grawford, Surveyor & Registrar of the 8th Survey District of Philadelphia dated March 5, 1988.

LEGEND



PLANT LIST

TREES

CODE	BOTANICAL NAME	COMMON NAME	SIZE
2 AG	<i>Acer griseum</i>	Paperbark Maple	2.5-3' Cal. B&B

SHRUBS/GRASSES

CODE	BOTANICAL NAME	COMMON NAME	SIZE
3 VD	<i>Viburnum dentatum</i>	Viburnum	5 gal.
3 AX	<i>Abelia x grandiflora</i>	Glossy Abelia	5 gal.

PERENNIALS

30 LM	<i>Liriope muscari</i> '10 C		
-------	------------------------------	--	--



UTILITY OWNERS

DATE CONTACTED: December 13, 2021
 SERIAL NUMBER: 2021342976

COMPANY: COMCAST CABLEVISION
ADDRESS: 4400 WAYNE AVE
PHILADELPHIA, PA 19140
CONTACT: BOB HARVEY
EMAIL: bob_harvey@comcast.com

COMPANY: USF
ADDRESS: 450 S HENDERSON RD, SUITE B
KING OF PRUSSIA, PA 19406
CONTACT: GAVIN HEWITT
EMAIL: gavin.hewitt@usf.com

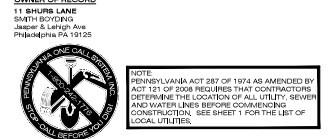
COMPANY: PHILADELPHIA CITY WATER DEPARTMENT
ADDRESS: 1101 MARKET STREET, 2ND FLOOR, AREA TOWER
PHILADELPHIA, PA 19107
CONTACT: ERIC HOWETT
EMAIL: eric.howett@phila.gov

COMPANY: PHILADELPHIA CITY DEPARTMENT OF STREETS
ADDRESS: 1401 JEFFERSON ROOM 940 NBB
PHILADELPHIA, PA 19102
CONTACT: JOSEPH HEBEL
EMAIL: joseph.hebel@phila.gov

COMPANY: PHILADELPHIA GAS WORKS
ADDRESS: 800 W MONTGOMERY AVE
PHILADELPHIA, PA 19122
CONTACT: JAMES BOCHANAN
EMAIL: james.bochanan@phila.gov

COMPANY: SOUTHEASTERN PA TRANSPORTATION AUTHORITY
ADDRESS: 1254 MARKET ST, 12TH FL
PHILADELPHIA, PA 19107
CONTACT: DAVID MONTYEN
EMAIL: dmontyeb@septa.org

COMPANY: VERIDON PENNSYLVANIA, LLC
ADDRESS: 188 SANDERS BLVD, STE 2100 ROOM NA
EXTON, PA 19341
CONTACT: KELLY BLOTT
EMAIL: kbloTT@verizon.com



REVISIONS

NO.	DESCRIPTION
1	ISSUED FOR PERMITS
2	ISSUED FOR PERMITS
3	ISSUED FOR PERMITS

11 SHURS LANE
Philadelphia, PA 19127
21ST WARD - OPA #884629701

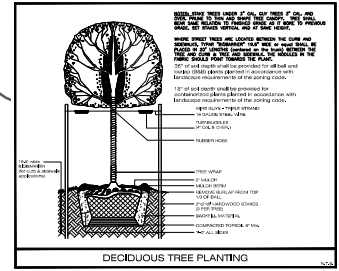
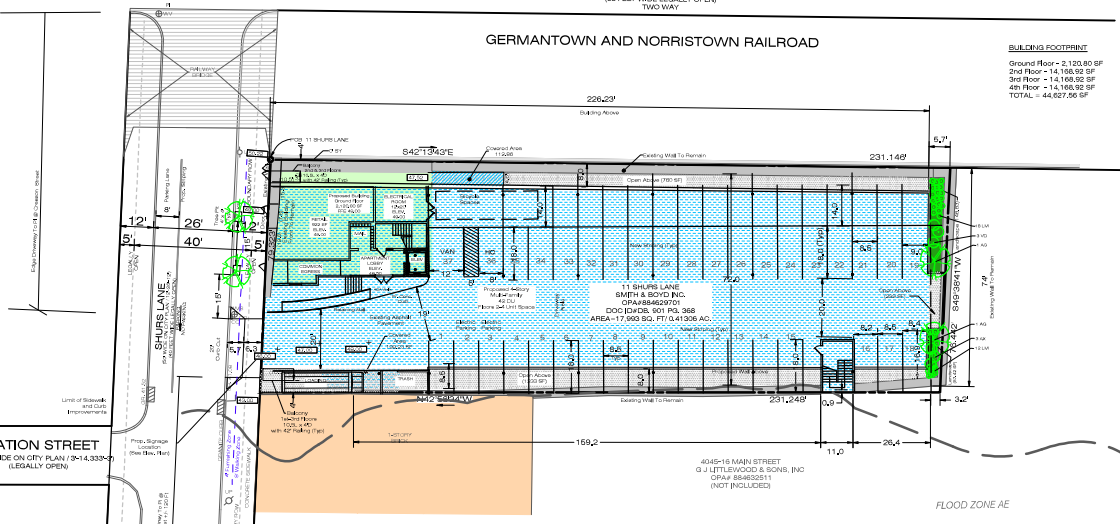
prepared for:
Andrew Langsam
1257 Bobam Drive
Penn Valley, PA 19072

DAVID J. PLANTE, Professional Engineer Pa. No. PE-043820-E

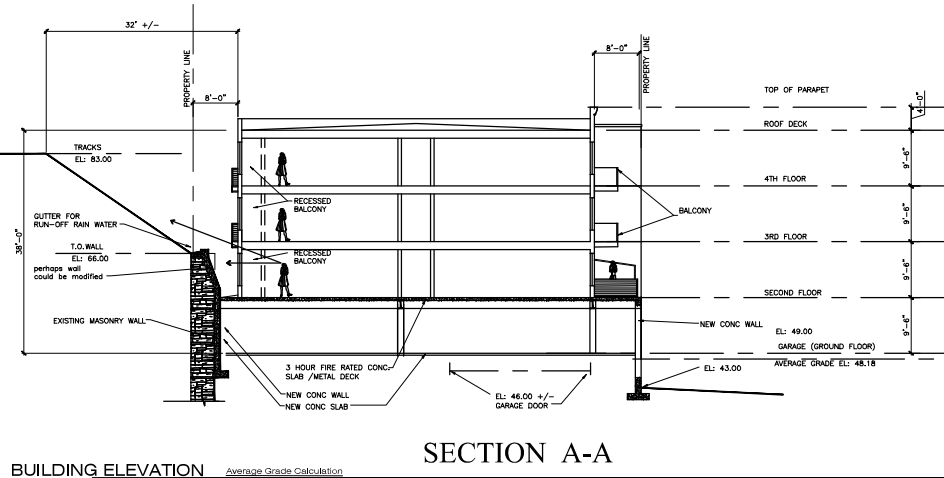
Ruggiero Plante Land Design
5900 Ridge Avenue Philadelphia, PA 19128
phone: 215.508.3800 fax: 215.508.3800 www.ruggieroplante.com

Plan Date: JANUARY 18, 2024
Scale: 1" = 20'-0"

Sheet Title: ZONING SUBMISSION
Sheet Title: SITE PLAN
Sheet 2 of 3



PROJECT: 2023-01-18 10:00 AM; DATE: 2024-01-18 10:00 AM; DRAWN BY: JPL; CHECKED BY: JPL; SCALE: 1" = 20'-0"; SHEET: 2 OF 3



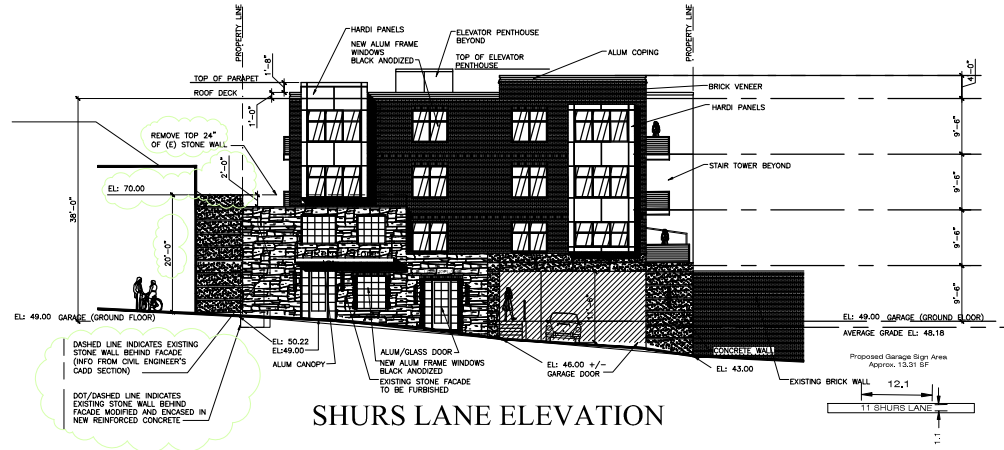
BUILDING ELEVATION

SECTION A-A

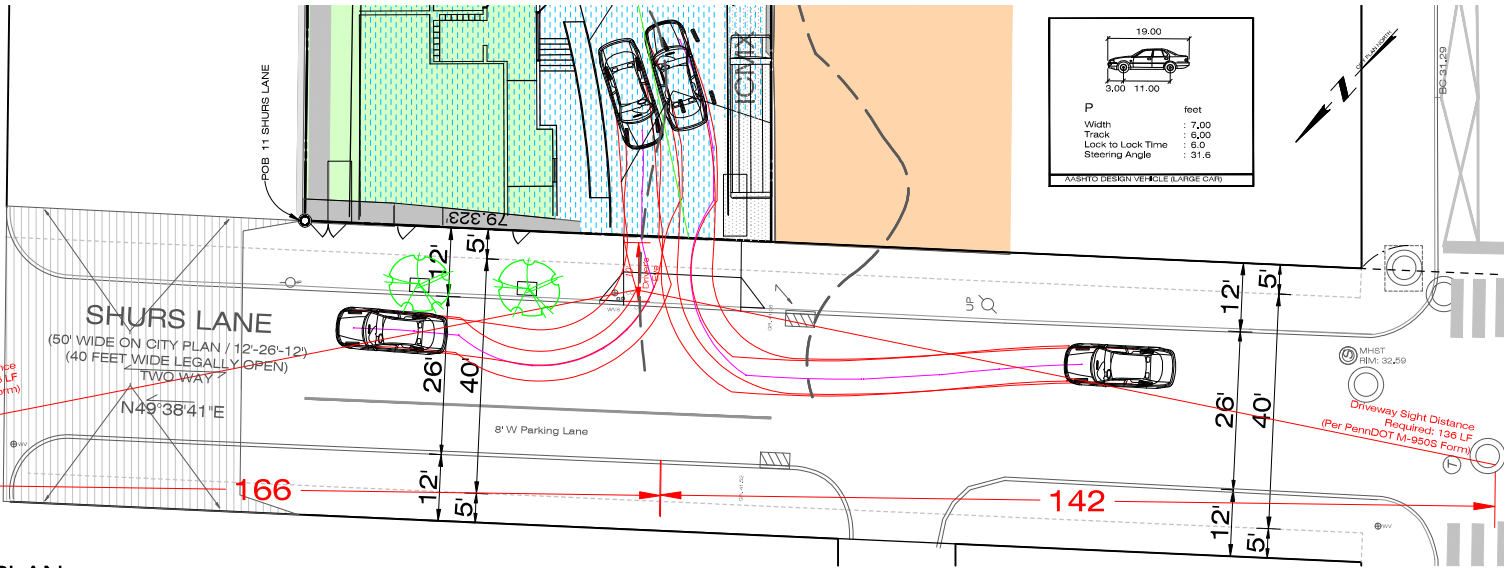
Scales: 1" = 10'-0"

Point	Elevation
1	+42.75
2	+49.45
3	+50.27
4	+102.70
A	=49.18

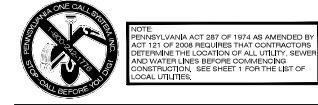
Average Grade Calculation



SHURS LANE ELEVATION



TURNING PLAN



NO.	DATE	REVISIONS

11 SHURS LANE
Philadelphia, PA 19127
21ST WARD - OPA #884629701

prepared for:
Andrew Langsam
1257 Bobam Drive
Penn Valley, PA 19072

DAVID J. PLANTE, Professional Engineer PA, No. PE-043820-E

Ruggiero Plante Land Design
5900 Ridge Avenue Philadelphia, PA 19128
phone: 215.505.2600 fax: 215.505.8800 www.ruggieroplante.com

Plan Date: JANUARY 18, 2024
Scale: 1" = 20'-0"
1" = 10'-0"

Sheet Title:
ZONING SUBMISSION
Sheet Title:
BUILDING ELEVATION AND TURNING PLAN
Sheet 3 of 3



Three Logan Square, Suite 5100
Philadelphia, PA 19103
215.448.6000
binswanger.com

May 23, 2024

Ryan N. Boland, Esq.
Offit Kurman, P.C.
1801 Market Street, Suite 2300
Philadelphia, PA 19103

Re: 11 Shurs Lane, Philadelphia, PA

Dear Ryan:

I am writing this letter at your request to summarize the facts and opinions upon which I will testify on the upcoming hearing before the Zoning Board of Adjustment on 11 Shurs Lane.

As a matter of background, I am a Senior Vice President and Partner at Biswanger, a 94-year-old global full service commercial real estate company headquartered in Philadelphia. I have worked as a commercial real estate broker at Biswanger since 2003, after obtaining a degree in Politics, Philosophy, and Economics from the University of Pennsylvania. I have been involved in over 1000 transactions for a total deal volume amount of \$4 billion. My main focus is the disposition of properties in Philadelphia, and I have completed many transactions both commercial and industrial in the submarket of Manayunk.

I was retained by the owner of 11 Shurs Lane, Smith Boyd, Inc., in March of 2021 to sell the Property and ultimately marketed the Property for sale until a purchase and sale agreement was signed on November 22, 2021. Like all commercial real estate that I market for sale, I engaged in a comprehensive effort to find an end-user purchaser of the property that did not require a zoning contingency. The Seller's goal was to sell the property quickly and without any contingencies.

The first step after I was retained was that I obtained all information about this Property, then I prepared a marketing package. Next, I distributed marketing flyers across Biswanger and my personal database of potential users/purchasers. The Property was listed for sale on Biswanger's website, as well as through CoStar and LoopNet. I directly reached out to countless potential as-of-right users of the property that are located throughout the Philadelphia region and those with specific ties to Manayunk, to see if they were interested in purchasing the Property.

I was eventually contacted by Andrew Langsam, who is now under contract to purchase the Property, about his interest in developing the property for a multi-family development. Neither my client nor I had any desire to have Andrew Langsam purchase the Property until, in my professional opinion, we exhausted our efforts to obtain a purchaser of the Property for an as-of-right use. I spent approximately 9-months unsuccessfully attempting to find a purchaser of the Property who wanted to develop the Property with an as-of-right use before the owner entered into a contract with Andrew Langsam.

Ultimately, the unique attributes of this Property make it undesirable for an as-of-right use, including the following:

- Shurs Lane is not wide enough to accommodate a full-length tractor trailer required for a commercial or industrial use.
- The narrow Shurs Lane combined with the site conditions of a narrow drive aisle along-side the existing building make it very difficult for a straight delivery truck to access the site. Thus, this Property's location has very minimal delivery access that would be required by an as-of-right user.
- The location, just up a hill off of Main Street, is not desirable for retail, as 11 Shurs Lane does not have visibility or the foot traffic that a location on Main Street would have.
- There is no parking on the Property's side of Shurs Lane, so there is no location for a loading zone directly in front of the Property.
- The Property is dwarfed by the elevated SEPTA tracks on the uphill side of the Property.
- The rear of the Property has a tall wall / water tower well above the rear of the Property.
- The downhill side of the Property has a tall wall from the neighboring property at 4045 Main Street.
- The Property is on bedrock, so underground parking and a basement are not economically feasible.

I engaged in marketing efforts to sell this Property for numerous uses, including: (a) self-storage; (b) business offices; (c) professional offices; (d) building supplies; (e) mixed-use; (f) restaurant/bar/takeout; (g) gas station; (h) equipment and materials storage yards and buildings; (i) warehouse; (j) wholesale sales and distribution; (k) artists studios and artisan industrial. I had no success finding anyone to purchase the Property for an as-of-right use under the Philadelphia Zoning Code, including the uses specifically listed above.

As of November 2021 and up through today, in my professional opinion and based upon my 20 plus years of experience as a commercial real estate broker in Philadelphia, even if I had not tried to market the Property, I would have never been able to obtain as as-of-right user because of the difficulties with this Property's unique attributes and its location, including the following additional considerations. First, there are so many commercial vacancies along Main Street, which have much better attributes than this Property, so nobody would ever want to use this Property for an as-of-right use unless all of the Main Street properties were unavailable. Second, the current economic climate with much higher interest rates and the increased cost of construction has stalled many projects in the Greater Philadelphia area. Obtaining a commercial tenant is not only difficult because of lack of demand – similar to Main Street, but has become even less feasible given the cost of the capital to develop properties of this type.

For all of the reasons explained above, to a reasonable degree of certainty and based upon my expertise in commercial real estate in Philadelphia and Manayunk, I do not believe it is economically possible to find a purchaser with an as-of-right use for the Property. I understand that the Property is presently operated as a parking lot that pays \$1,500 a month rent, but I also understand the parking lot use requires a special exception and that no such zoning permit has ever been issued. Thus the present use is not an economically viable long-term solution of the Property. Although I did not believe I would be able to find a purchaser of the Property with a conforming use, I still tried for approximately 9-months to find a purchaser for a conforming use, but nobody was interested in purchasing the Property. The Property owner only agreed to enter into a purchase and sale agreement for the Property to Andrew Langsam, with a zoning contingency, after exhausting beyond reasonable efforts to locate an as-of-right purchaser.

I previously testified as to the statements above before the ZBA in 2023 and before the Manayunk Neighborhood Council's RCO meeting on April 3, 2024. During the April 3, 2024 RCO meeting, a video of which I have reviewed again, Kevin Smith, who I understand to be the RCO's President stated in response to Andrew Langsam's comment that the residential units would benefit Main Street by bringing people to Main Street that:

Every developer who has come before us for the past 25 years was going to save Main Street. Please don't say that. It's never been true, it's not true now.

We've had 1,000 units built in the area, none of that has contributed to Main Street. "Maybe some restaurants are doing better in the evening. It's still a wasteland at noon. Business is poor for the retailers during the week because nobody's here."

In response to these statements by Kevin Smith, I explained "Kevin, you hit the nail on the head. When I went to market this property, with all of the vacancies on Main Street, it's awfully hard to find somebody up a hill that's going to use this for commercial We did an extensive marketing campaign to go try and find somebody that would have utility for this property, and unfortunately we were unable to do that, and the unfortunate reality of retail in current our greater Philadelphia market is that it is very, very hard to find people to take those spaces. I can certainly say that if they are not going to take a space on Main Street, they are probably not going to spend a lot of money to develop a new building up a hill on Shurs Lane."

Sincerely,



Chris Pennington
Partner & Senior Vice President
cpennington@binswanger.com

11 SHURS LANE
OCTOBER 7, 2024
SUBMISSION TO PHILADELPHIA HISTORICAL COMMISSION

EXHIBIT “8”

4045-61 MAIN STREET STAFF APPROVAL AND PRESENTATION TO COMMISSION

ADDRESS: 4045-61 MAIN ST

Proposal: Construct multi-unit residential building

Review Requested: Final Approval

Owner: GJ Littlewood & Sons Inc.

Applicant: Adam Laver, Esq., Blank Rome

History: 1869; Littlewood & Co., Dyers and Bleachers

Individual Designation: None

District Designation: Main Street Manayunk Historic District, Significant, 12/14/1983

Staff Contact: Jon Farnham, jon.farnham@phila.gov

OVERVIEW: This application proposes constructing a multi-unit residential building at 4045-61 Main Street at the corner of Main Street and Shurs Lane in the Main Street Manayunk Historic District. The site is in the floodplain and the proposed building is designed to be sufficiently resilient to survive occasional flooding. The proposed building would be seven stories tall and include 162 residential units, 160 parking spaces, residential amenities, and a loading dock. Occupied space and mechanical equipment would be located on and above the second floor, above the Design Flood Elevation. Walls from the mill complex along Main Street would be retained and incorporated into the new building. Windows and doors in the old walls would be restored. The new building would be clad in brick and corrugated metal.

A historic mill complex stands on the site at 4045-61 Main Street. At its 10 May 2024 meeting the Historical Commission determined that the mill complex at the site cannot be feasibly adaptively reused and approved its demolition. At the same time, the Historical Commission reviewed and denied an earlier version of the proposed multi-unit residential building, finding that the proposed building would be too large in size, scale, and massing for the Main Street Manayunk Historic District. The current application proposes a revised design for the building that is intended to address the Historical Commission's concerns expressed in May. The cover letter with the application enumerates the revisions, which include additional setbacks and other features around the historic facades to give them more three-dimensionality, additional setbacks at the upper floors to reduce the height and size, and additional articulation of the facades to reduce the massing. The application materials include a series of comparisons of the original and revised design that show the setbacks, reductions in height, and other changes.

SCOPE OF WORK:

- Construct a seven-story building, incorporating the retained facades.

STANDARDS FOR REVIEW:

- *Standard 9: New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*
 - The construction of the proposed new building will not destroy historic materials, features, and spatial relationships that characterize the property. It will be differentiated from the old. The size, scale, and massing of the proposed building have been adjusted from the previous iteration so that it will be compatible in materials, features, size, scale and proportion, and massing with the historic district.

STAFF RECOMMENDATION: The staff recommends approval, with the staff to review details, pursuant to Standard 9.



Construction Permit Application

Use this application to obtain permits for a residential or commercial construction proposal and/or excavation projects. Mechanical / Fuel Gas, Electrical, Plumbing, and Fire Suppression trade details are found on page 2.

Property Information

Identify the location of work for the permit(s).

1

Parcel Address: 4045 Main Street, Philadelphia, PA, 19127

Specific Location: Corner of Main Street and Shurs La, Manayunk, Philadelphia, PA

Check box if this application is part of a project and provide the project number: **PR-20** - _____

Applicant Information

Identify how you are associated with the property.

2

I am the: Property Owner Tenant Equitable Owner Licensed Professional or Tradesperson

Name: Eric Leighton Company: cbp Architects

Address: 234 Market Street, 4th floor

Email: eleighton@cbparchitects.com Phone No.: 215-928-0202

Property owner Information

Identify the deeded property owner.

3

The property owner is a/an: Individual Company*

Owner (1)

Name: Robert Littlewood Check box if new owner is being listed

Address: 4045 Main Street, Philadelphia, PA 19147

Owner (2)

Name: Dave Littlewood

Address: 4045 Main Street, Philadelphia, PA 19147

Design Professional in Responsible Charge

Identify the PA-licensed design professional who is legally responsible.

4

Name: Eric Leighton Firm: CBP Architects

PA License No.: RA016375 Phila. Commercial Activity License No.: 524605

Email: eleighton@cbparchitects.com Phone No.: 215-928-0202

Project Scope

Use this section to provide project details; all fields are mandatory.

5

(a) Choose the proposed occupancy of the entire building. If not one-or-two-family, provide a description of group(s) per code.

(a) Occupancy Single-Family Two-Family Other, please describe: Multi-Family

(b) Identify if the project will be new construction, an addition, interior/exterior alterations, excavation or shell.

(b) Scope of Work New Construction Excavation Addition / Alteration Shell (No Fit Out) - Option for Commercial Permits Only

(c) List the site area that will be disturbed by construction, if any. Enter 'zero' if no disturbance.

(c) Earth Disturbance Area of Earth Disturbance: 57,800 (Sq. Ft.)

(d) Note the new floor area created, including basements, cellars, and occupiable roofs. Where existing areas will be altered, list those areas separately.

(d) Building Floor Areas New Floor Area: 220,004 (Sq. Ft.) Existing Altered Area: _____ (Sq. Ft.)

(e) State the number of new or affected stories.

(e) Number of Stories 7

(f) Provide a detailed description of the work proposed (use separate sheet if needed).

(f) Description of Work 7-story (2-story podium w/ 5-floors above), multi-family apartment building (R-2 use) with accessory parking, bicycle parking and residential entry at first floor; additional parking, residential lobby, leasing office, amenities and dwelling units at the second floor; dwelling units at floors 3-5; dwelling units and amenity space (including outdoor) at the 6th floor and dwelling units at the seventh floor.

(g) Select all conditions that apply to this project (if any).

(g) Project Conditions
 New High Rise Green Roof Included Initial Fit-out of Newly Constructed Space
 Modular Construction Façade Work Project Impacts Streets/Right-of-Way*
 Project Impacts Adjacent Property**

* Provide the associated **Streets Review** number for this project, if applicable: **SR-20** _____

** This project includes work described below: Yes No

- Excavation work more than 5 feet below adjacent grade and within 10 feet of an adjacent building or structure.
- Excavation or construction work where historic structure is within 90 feet on the same or adjacent parcel.
- Structural alterations of a historic structure (excluding one-or-two family dwelling).
- Modifications to a party wall, including joist replacement, and additions.
- Severing of structural roof or wall covering spanning properties.

* Provide the associated Streets Review number if "Project Impacts Streets / Right-of-Way" is selected.

** If 'Yes' is selected, an Owners' Acknowledgement of Receipt form must be provided for each affected property.



Department of Licenses and Inspections

CITY OF PHILADELPHIA

Job Number: (for office use only)

Project Details, Other Permits & Contractor Information

Use this section to provide project details, pre-requisite approvals and applicable contractor information.

(a) Choose all disciplines of work for which permits are being requested.

- If 'Building' is not requested, provide the number of the associated permit that was previously issued (where applicable).
- If a Zoning Permit was issued for this work, provide the related Zoning Permit number.

(b) Identify the general contractor and estimated cost of building construction.

(c) Identify the licensed excavation contractor and estimated cost of excavation work.

(d) Identify the mechanical contractor, estimated cost of mechanical work, equipment type, and quantity as:

- Number of registers/diffusers (separate new / relocated)
- Number of appliances
- Number of Type I / Type II kitchen hoods

Where fuel gas work is included, note the estimated cost of fuel gas work.

(e) Identify the licensed electrical contractor, estimated cost of electrical work, and a registered third-party electrical inspection agency.

(f) Identify the registered master plumber, estimated cost of plumbing work, number of fixtures, and check location of work as:

- Interior
- Exterior Drainage and/or Water Distribution

(g) Identify the licensed fire suppression contractor, estimated cost of fire suppression work, and number of devices:

- Sprinkler Heads (separate new / relocated quantities)
- Standpipes
- Fire Pumps
- Stand-alone Backflow Prevention Devices
- Kitchen Extinguishing Systems
- Hydrants

***ROUGH-IN NOTICE:** If you are seeking a rough-in permit, an application for plan review must be submitted already.

(h) Provide the total improvement cost for residential (including multi-family alterations and additions).

Check the box if your project is excluded from real estate tax exemption and exempt from Development Impact Tax.

(a) Check all that apply:

- Building Excavation Mechanical & Fuel Gas Electrical Plumbing Fire Suppression

Provide the associated Construction Permit number, if applicable: **RP or CP – 20** _____ - _____

Provide the associated Zoning Permit number for this construction, if applicable: **ZP – 20** _____ - _____

Note: Trades listed below (d, e, f, and g) are mandatory for all residential new construction jobs.

(b) General Building Construction Contractor Information

Name: TBD Cost of Building Work: \$ TBD

License Number: _____ Phone: _____

(c) Excavation Work & Contractor Information

Name: _____ Cost of Excavation Work: \$ _____

License Number: _____ Phone: _____

(d) Mechanical / Fuel Gas Work & Contractor Information

Name: _____ Cost of Mechanical Work: \$ _____

License Number: _____ Cost of Fuel Gas Work: \$ _____

Equipment Types: Registers / Diffusers Appliances Hoods Phone: _____

Equipment Details & Quantities: _____

(e) Electrical Work & Contractor Information New Installation Alteration *Rough-In

Name: _____ Cost of Electrical Work: \$ _____

License Number: _____ Phone: _____

Third Party Inspection Agency Name: _____

(f) Plumbing Work & Contractor Information New Installation Alteration *Rough-In

Name: _____ Cost of Plumbing Work: \$ _____

License Number: _____ Phone: _____

Number of Fixtures: _____

Check one: Interior Work Exterior Building Drainage Exterior Water Distribution:
line size: _____ (in.)

(g) Fire Suppression Work & Contractor Information New Installation Alteration *Rough-In

Name: _____ Cost of Fire Supp. Work: \$ _____

License Number: _____ Phone: _____

Sprinkler Heads: _____ Standpipes: _____ Fire Pumps: _____

Commercial Kitchen Systems: _____ Backflow Devices: _____ Hydrants: _____

(h) Total Improvement Cost: \$ _____ (The total improvement cost must also include the cost of all electrical, plumbing, mechanical, fire suppression systems work, and interior finishes)

Check box if your project is excluded from real estate tax exemption and exempt from Development Impact Tax (Review OPA's website for tax abatement information at: <https://www.phila.gov/services/property-lots-housing/property-taxes/get-real-estate-tax-relief/get-a-property-tax-abatement/>)

Declaration & Signature

All provisions of the Philadelphia Code and other City ordinances will be complied with, whether specified herein or not. Plans approved by the Department form a part of this application. I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I further certify that I am authorized by the owner to make the foregoing application, and that, before I accept my permit for which this application is made, the owner shall be made aware of all conditions of the permit. I understand that if I knowingly make any false statements herein, I am subject to such penalties as may be prescribed by law or ordinance, inclusive of the penalties contained in 18 Pa. C.S. § 4904.

Applicant Signature: Date: 06 / 10 / 2024

4045 MAIN STREET

PHILADELPHIA HISTORICAL COMMISSION

JULY 12, 2024



DEVELOPMENT TEAM

URBAN CONVERSIONS

Owner
1900 Market Street, 8th Floor
Philadelphia, PA 19103



Architect
234 Market Street, 4th Floor
Philadelphia, PA 19106



Ruggiero Plante Land Design
Civil Engineer
5900 Ridge Avenue
Philadelphia, PA 19128

CONSULTANTS



Real Estate Consultants
1435 Walnut Street, 4th Floor
Philadelphia, PA 19102



Floodplain Resiliency Consultants
530 Walnut Street, Suite 998
Philadelphia, PA 19106



Land Use Planning
1520 Locust Street
Philadelphia, PA 19102



Transportation Engineering
1515 Market Street, Suite 1360
Philadelphia, PA 19102

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June 10, 2024

Jonathan E. Farnham, Ph.D.
Executive Director
City of Philadelphia Historical Commission
1515 Arch St, 13th Floor, Philadelphia, PA 19102

RE: Proposed Multi-Family Development at 4045 Main Street

Dear Dr. Farnham:

This letter, along with the accompanying presentation package, which includes a building permit application and descriptive graphics, are submitted for final review and to secure a place on the agenda of the June 25, 2024 meeting of the Architectural Committee and the subsequent July 12, 2024 meeting of the Philadelphia Historical Commission (the "Commission"). As you will recall, on May 10, 2024, the Philadelphia Historical Commission found that the existing mill complex cannot be used for any purpose for which it is or may be reasonably adapted, and approved demolition, provided the site is recorded to HABS-like standards and no demolition occurs until the new construction for the site is financed, approved by the Historical Commission, and issued a building permit. At the same meeting, the Commission voted to deny the proposed new building pursuant to Standard 9.

The project in this submission is revised in response to concerns expressed by the Commission about the height, scale, and massing of the proposed project, and the minimal depth of existing facades being retained in the original proposal. Revisions include a setback of five feet surrounding and above the existing two-story gable wall, a continuous terrace setback along the top of the existing one-story wall, added glass around the lower gable wall, setback of the 6th and 7th floors at the east end of the Main St. façade, setback of the 6th and a portion of the 5th floors at the west end of the Main St. façade, and moving the amenity terrace to the 6th floor, thus reducing the massing of the west end of the proposed building. These increased setbacks from Main St. and at each end of the proposed building are to reduce the visual impact from key vantage points and transition to the lower height of adjacent buildings to the east and especially the west. Extending the setback as low as the 5th floor for a portion of the Main St. façade further breaks the massing into smaller sections, effectively reducing the visual length of the structure. Five feet of return walls and roof of the existing two-story gable will be retained so the preservation of the existing walls is less two-dimensional in appearance. To demonstrate context for the proposal, the revised submission retains images of the existing buildings, although they should be considered demolished, except what is proposed to remain.

In addition to being located in the Main Street Manayunk Historic District, this challenging site of 50,139 square feet, is zoned I-2, Medium Industrial, which is consistent with its historic use as a silk dyeing factory, which ceased operations in 2021, when the owners were unable to recover following yet another flood, which destroyed the business. Also, a substantial portion of the site is in flood zone AE, meaning that any occupied space on the site must be located at an elevation not less than 1'-6" above the base flood elevation, which along Main Street ranges from approximately 10' to 13' above the sidewalk. The proposed elevation of the second floor, the first level of occupied space, is 4'-1 1/4" above the base flood elevation due to the flood requirements, to avoid conflict with the existing window openings and the second-floor structure, and provides future flood resiliency. The project

design team includes AKRF, which has been engaged for flood resiliency consulting and has been integral in the project's design decisions regarding flood mitigation and long-term resiliency.

4045 Main Street is a proposed, seven story multi-family development that includes market-rate rental apartments with accessory automobile parking, bicycle parking, and entry lobbies on the ground floor. The second floor (above the flood elevation) will include amenities, apartments, additional accessory parking, loading and trash collection. There will be five floors of apartments above, with amenities and a common terrace on the 6th floor. Extending along Main Street from the existing adjacent Starfinder Foundation (4015 Main Street) to Shurs Lane, the proposed seven story building will include:

- **162 Dwelling Units:** Located on floors 2 through 7, in a mix of studios, one-bedroom, and two-bedroom apartments.
- **Residential Amenities:** Lobby related seating, a fitness center, a co-working suite with adjacent outdoor terrace, and back-of-house spaces are located on the second floor and an amenity suite and roof terrace are located on the 6th floor.
- **Parking:** Private accessory parking for 160 automobiles is located on the first and second floors, within the building on the first floor, and to the rear of the site, primarily beneath the building at the second floor. Parking is accessed through overhead doors on Main Street with an interior ramp to the second floor, and an emergency exit above the flood plain onto Shurs Lane accessed through the loading area.
- **Loading:** An enclosed loading space, located in the northwest corner of the second floor, is accessed through an overhead door on Shurs Lane.

Due to the I-2 zoning, a variance will be needed for the proposed Multi-Family Use. A variance will also be needed for the overall height of the building. While the I-2 zoning has no height limit unless abutting a residential district (which this site does not), the Main Street/Manayunk and Venice Island Neighborhood Commercial Area Overlay District imposes a height limit of 38 feet. Average grade, for height measurements, is considered by the code to be 1'-0" above the regulatory flood plain. Thus, the proposed building height is 68'-1 1/4". At the property line along Main Street, the height above the sidewalk ranges from 53'-0" to 76'-0" where the cornice line transitions from sections of 4, 5, and 6 stories. Above these varying height sections of building at the street frontage, the remainder of the building is set back 5'-0", and the height above the sidewalk ranges from 79'-0" to 82'-0". This height should be considered within the context of the many existing nearby examples of similar height as well as more significantly and similarly scaled historic context that existed throughout the industrial development of Manayunk. Graphic demonstration of where these examples are, or were located, is provided in this submission.

In addition to these contextual examples, the site is not immediately adjacent to any smaller scaled residential districts. The immediately adjacent parcels are zoned CMX-2.5, ICMX and CMX-2. The closest parcels that are zoned residential are the blocks to the north; however, this area, while close in dimensional proximity, is substantially visually separated from 4045 Main Street by the existing railroad viaduct that has long been among the largest scale structures in the vicinity. This proposal rises only 29'-0" above the rail bed and only the top 3 floors should be visible from the roof decks of dwelling units on Cresson Street.

While the proposal keeps occupied space above the code required elevation (1'-6" above the base flood elevation), for the dwelling units, more resiliency for the future is incorporated through minimizing the number of dwelling units at the second floor and by increasing from 1'-6" to 4'-1 1/4" the elevation of the second floor above the base flood elevation. In the original scheme, the proposed typical floor had 34 dwelling units while the count on the second floor was limited to nine, resulting in a need for the

seventh floor with 25 units to achieve the necessary yield. While the count at the second floor remains the same as the original scheme, massing reductions and moving the amenity space to the 6th floor have resulted in fewer units on this floor, too. One additional unit is added to the 7th floor in the former location of the amenity space resulting in a total of 162 units. The setback from Shurs Lane at the top of the building, now at both the 6th and 7th floors, ranges from 28'-0" at the end towards the railroad to 31'-9" at the end closest to Main Street. Mechanical and Utility spaces such as transformers, the generator, electrical panels, pumps, etc., are also required to be above the flood elevation, thus also occupying space at the second floor.

The site is bounded by the Starfinder Foundation (4015 Main Street) to the east, Main Street to the South, and Shurs Lane to the West. The topography surrounding the existing buildings on the site rises approximately 10 feet from Main Street to 11 Shurs Lane. The north side of the site abutting 11 Shurs Lane is formed by existing retaining walls and a rock outcrop, which in several locations, projects above the surface of the existing parking lot of 11 Shurs Lane. The rock outcrop also projects into the site (and existing buildings) and will remain as part of the north edge of the first-floor parking. To the east of 11 Shurs Lane, the extents of the proposed building at the first floor will be bounded by existing retaining walls. Grade between the existing retaining walls and the Germantown/ Norristown (SEPTA) railroad viaduct slopes up steeply to meet the abutment. The railroad creates a significant barrier between buildings to its north and south. It rises about 35 feet above 11 Shurs Lane and is between 10 feet and 28 feet above Cresson Street to the north of the viaduct.

The approximately 220,000 SF proposed building is arranged in three wings, one fronting on Main Street, one on Shurs Lane, and the third extending from the Main Street wing toward the railroad viaduct, parallel to 4015 Main Street. The primary residential entry for pedestrians and vehicles is on Main Street, located at a natural break between two sections of preserved historic façades, where existing buildings that will be removed, are set back from the sidewalk. A cantilevered entry awning demarcates the primary entry and bisects a double height glass enclosed volume. A grand stair and elevator will transition residents up to the main lobby, reception, and amenity area at the second floor, above the flood elevation. Amenities on the second floor include a co-working space, a fitness center and leasing offices. At the ground floor between the historic façade and the corner at Shurs Lane, three bays of translucent divided-lite panels separated by red brick pilasters, reference the adjacent large rectangular industrial window in the historic façade and the red brick into which it is set. A secondary entrance, is recessed into the corner at Main Street and Shurs Lane. This secondary entrance is provided for convenience to the residents living in the western end of the building and provides an access point towards the more active portion of Main Street to the west. The primary elevator and stair core is located near the main lobby at the intersection of the main wing and eastern most wing. The secondary core is located at the intersection of the main wing and the wing along Shurs Lane, near the secondary entry.

New, historically accurate, windows and doors will be installed in restored original openings in the existing walls to remain. The bulk of these are currently infilled with a variety of materials that include glass block, stucco, corrugated metal, mechanical louvers, or a combination thereof. Located behind these windows at the first floor is the parking, which should not be visible due to the sill heights above the sidewalk. At the second floor, the historic window replacements to the west of the entry will open to the two-story volume of the fitness center, avoiding a visual conflict with the third floor structure. The second-floor window in the gable to the east of the entry will be spandrel glass due to the elevation of the window relative to the second-floor structure.

The historic façades are separated from the building above by a continuous five-foot-deep recess of dwelling unit terraces and a limited band of dark corrugated metal. The new walls above are set at the rear of the approximately 12" thick existing masonry walls for further distinction of the latter. The

masonry façade along Main Street and turning the corners at Shurs Lane and adjacent to the Starfinder Foundation, is composed of a series of regular brick modules separated by narrow slots of recessed corrugated metal siding and punctuated by large trios of windows at living spaces and single rectangular punched windows at bedrooms. The brick massing at the street frontage is carved away above the one-story and two-story gabled historic façades and at the upper levels. It is set back 5'-0" and clad in dark corrugated metal, providing a backdrop to the historic façades and new masonry mass at the street frontage. The east end of the building hovers above another section of the historic façade, separated by storefront windows of the lobby and co-working space. The vehicular entry to the parking garage is integrated into the architectural language of the main entry lobby. It is recessed from the building façade below the same awning that provides cover and demarcates the lobby entry. The fenestration and materials of the pair of aluminum and glass overhead doors matches the adjacent storefront of the lobby.

Materials include a light buff variegated brick, a red variegated brick to match the existing preserved façades, dark brown colored vertical corrugated metal siding, aluminum and glass storefront, metal clad windows, and a red-orange accent color believed to be the original color for the historic window replacements. The light buff brick references the color and texture of the stone in the preserved façades, while the corrugated metal references the industrial nature and past of the area such as the nearby Hare and Cute Coal Pocket.

To maintain durability at street level, the building base is comprised of the existing historic stone and brick façade, new brick base and piers, and storefront at the lobbies. Brick is also used extensively above to reference mills of the past. The scale of the single punched opening windows relates to windows in the historic façades below, while the larger grouped windows reference a more contemporary industrial loft feel, like the contemporary take on an industrial aesthetic seen at the nearby Locks Townhomes on Venice Island. A rhythm is created in the façade by alternating vertical sections of masonry and metal, or simply by recessing the brick at the spandrels between windows. The balconies at Main Street and Shurs Lane open the corner of the building, make a transition around the corner, and will become a beacon of light from within at night. This language continues up Shurs Lane until the façade wraps around to the north side, where cladding becomes entirely metal on the façades that do not face the streets. The color of the historic windows will be repeated in limited areas of the metal siding on these façades.

The developer of the project is Urban Conversions, which specializes in historic preservation/adaptive reuse within Philadelphia. When it became evident that it would not be possible to reuse the existing structures, the firm challenged us to design a scheme that preserves most of the existing façades and integrates them into the project. This will be the third Urban Conversions project in Manayunk, with the other two preserved in concert with the National Park Service as part of the Federal Historic Preservation Tax Incentives program.

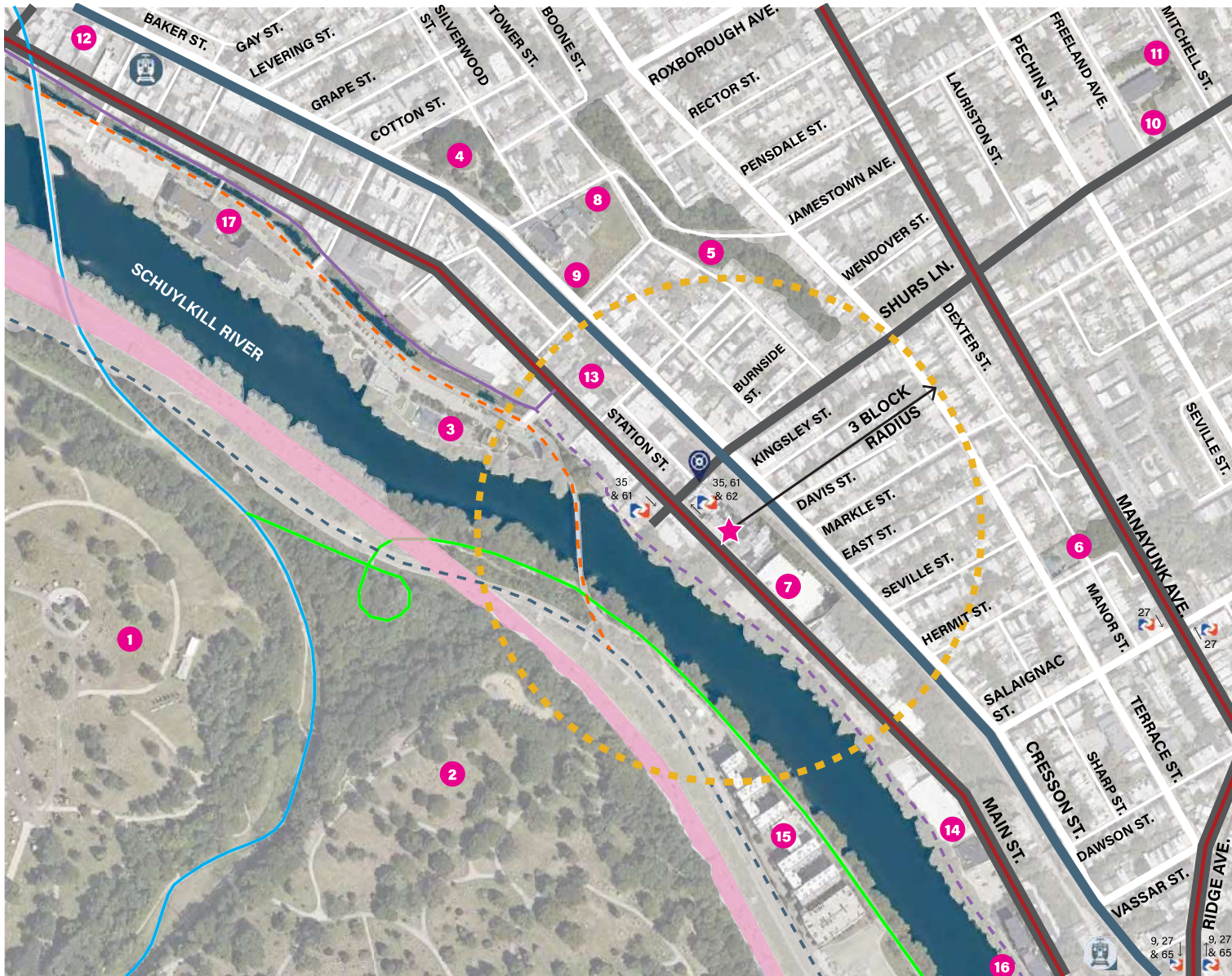
After reviewing our submission, please do not hesitate to contact us with any questions or should you require additional information, which we will make every attempt to promptly provide.

Sincerely,

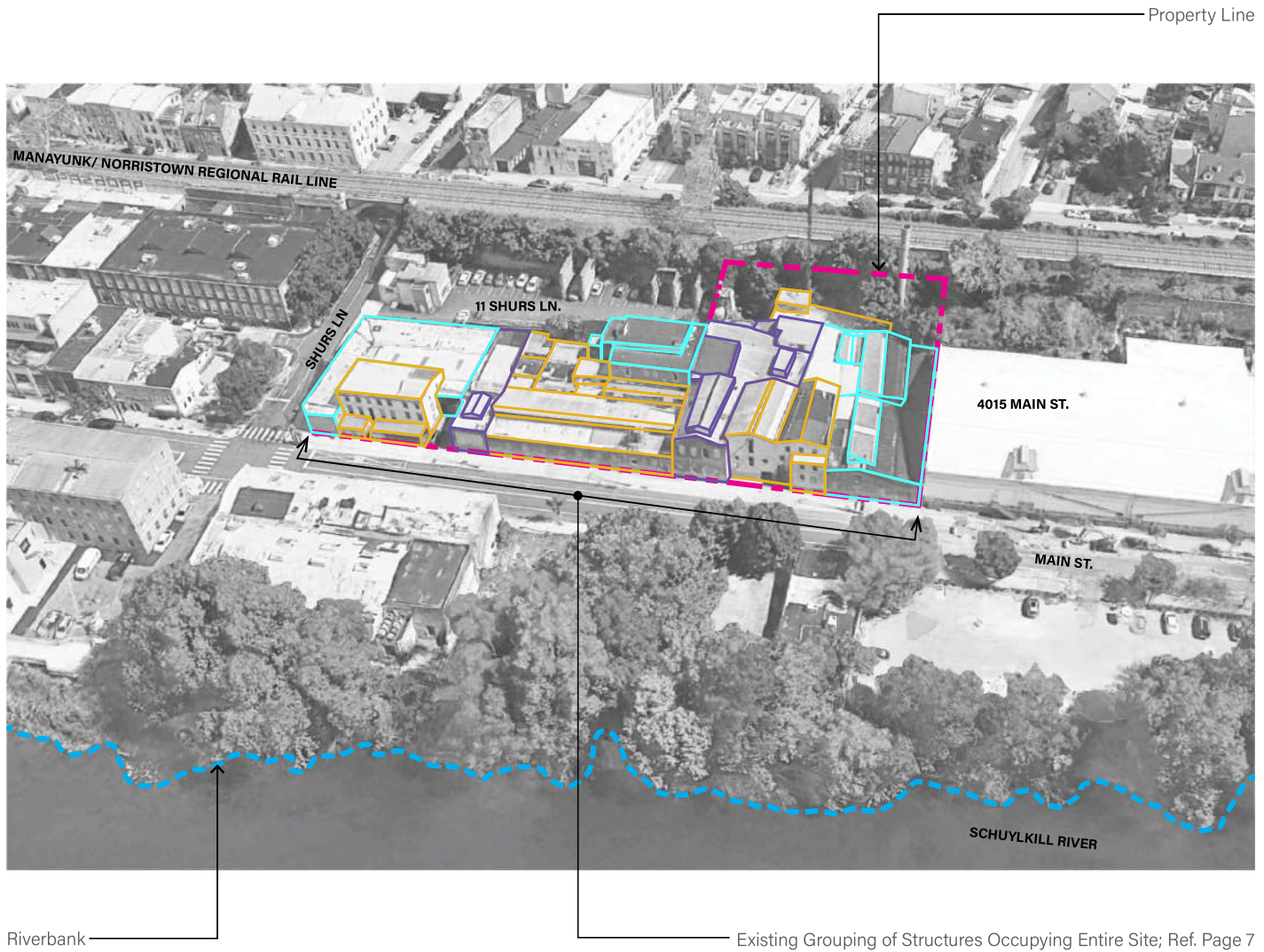


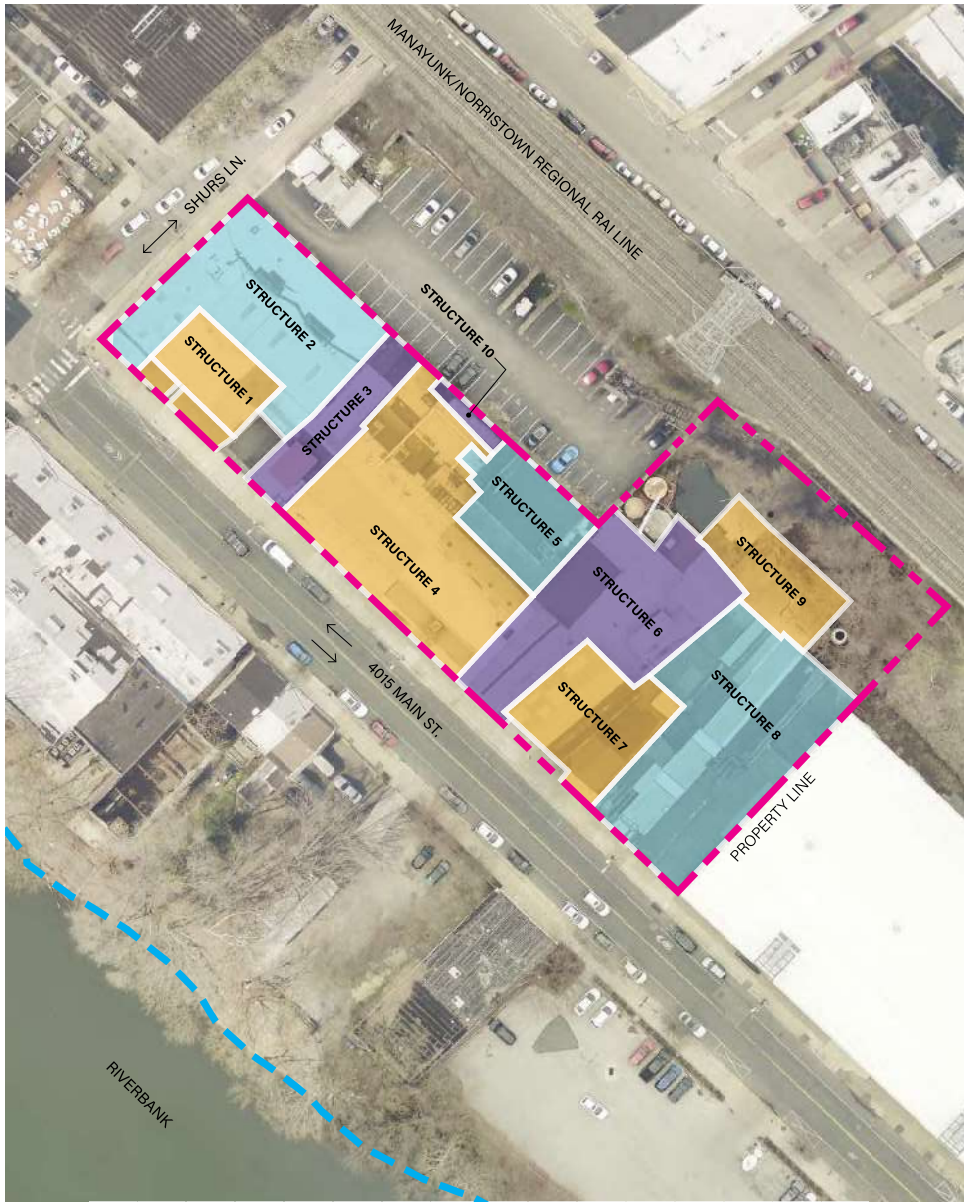
Eric Leighton, AIA

Cc: Andrew Zakroff; Adam Laver; file



- ★ SITE
- 1 Westminster Cemetery
- 2 Laurel Hill Cemetery
- 3 Venice Island Performing Arts and Rec Center
- 4 Pretzel Park
- 5 Boone Park
- 6 Neighbors Park
- 7 Starfinder Foundation
- 8 YALE School Philadelphia
- 9 St. John the Baptist Roman Catholic Church
- 10 Citylight Church
- 11 Mishkan Shalom Reconstructionist Synagogue
- 12 U.S. Postal Service
- 13 The Animedic Veterinary Hospital
- 14 CVS Pharmacy
- 15 The Yard at Pencoyd Landing (7-stories)
- 16 Bridgefive Condominium (7-stories)
- 17 The Isle (5-stories)
- Major Commercial Streets
- Major Local Streets
- Bike Lanes
- Schuylkill River Trail
- Proposed Schuylkill River Trail Extension
- Pencoyd Trail
- Barmouth Trailhead at the Cynwyd Heritage Trail
- Highway I-76
- Manayunk / Norristown Regional Rail Line
- Freight Lines
- Potential Future Rail to Trail Conversion
- Manayunk RR Station - 0.5 mi from Site
- Wissahickon RR Station - 0.6 mi from Site (0.7 mi driving)
- Indego Bike Share Station
- Buses (Route Number and Travel Direction)



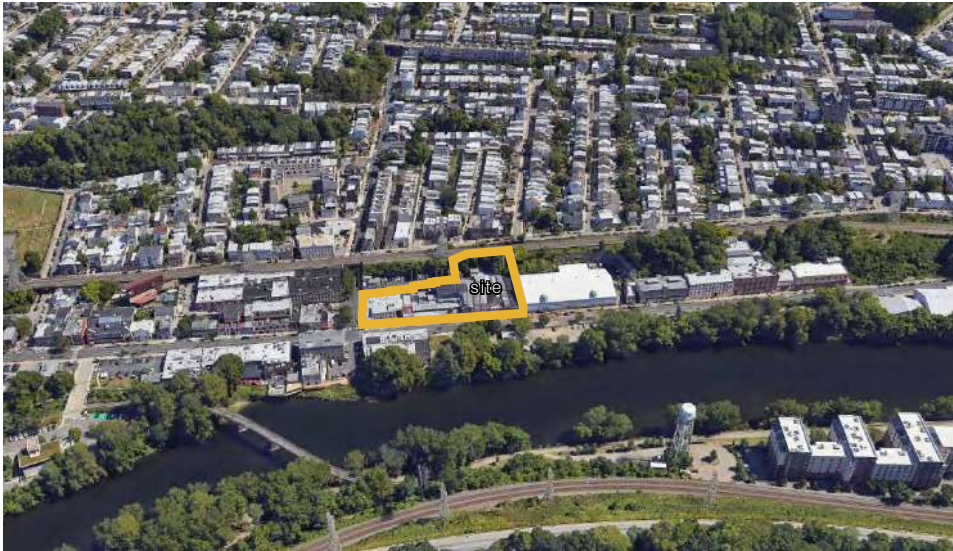


PLAN VIEW



AERIAL VIEW





1 Northwest Aerial Perspective



2 Northeast Aerial Perspective



3 Southwest Aerial Perspective



4 Southeast Aerial Perspective



1 View of Site from Shurs Lane looking North



2 View of Site from Shurs Lane looking South



3 View of Site from Shurs Lane & Station Street looking North



4 View of Site from Main Street looking East



5 View of Site from Main Street looking East



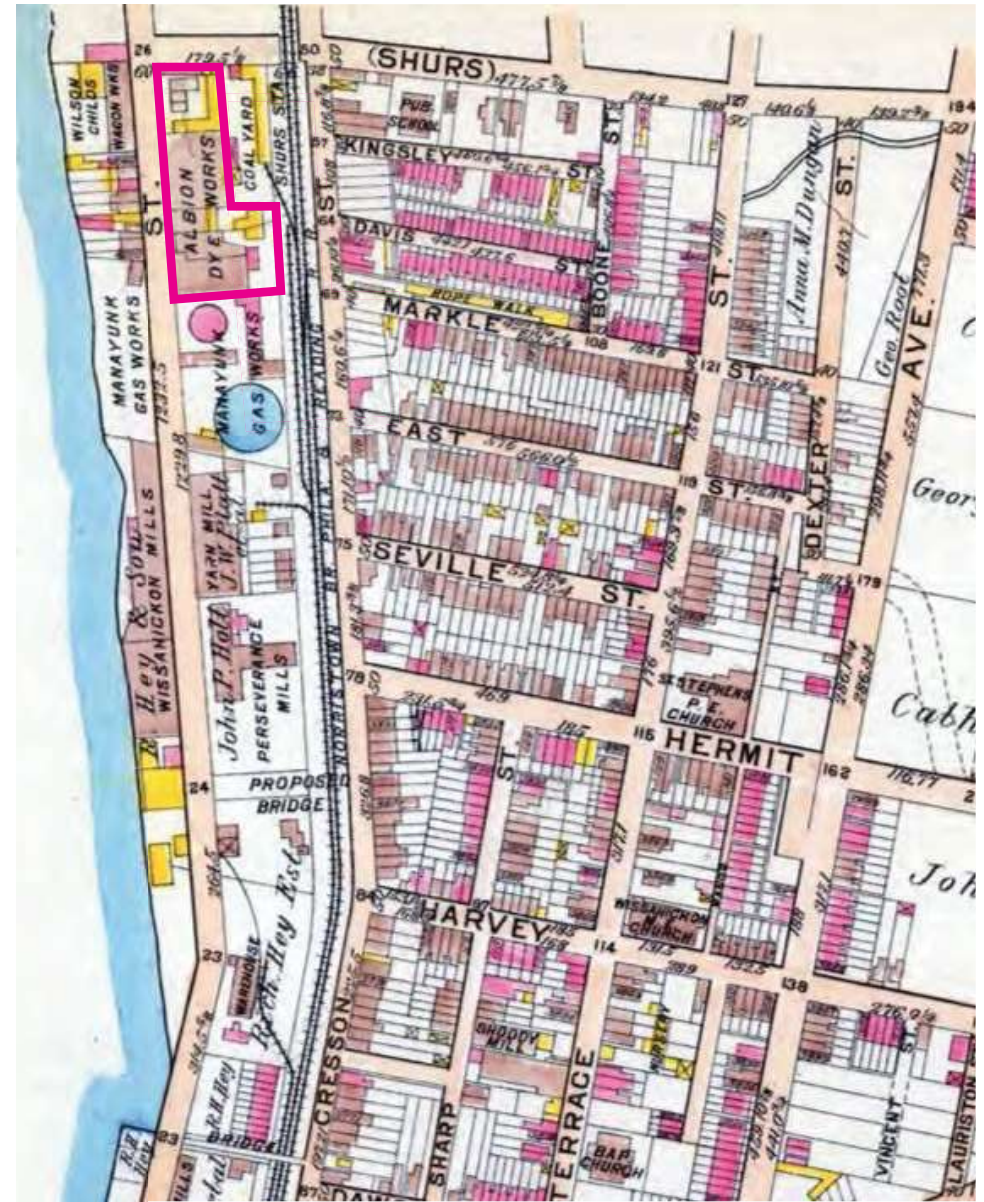
6 View of Site from Main Street looking East



7 View of Site from Main street looking West



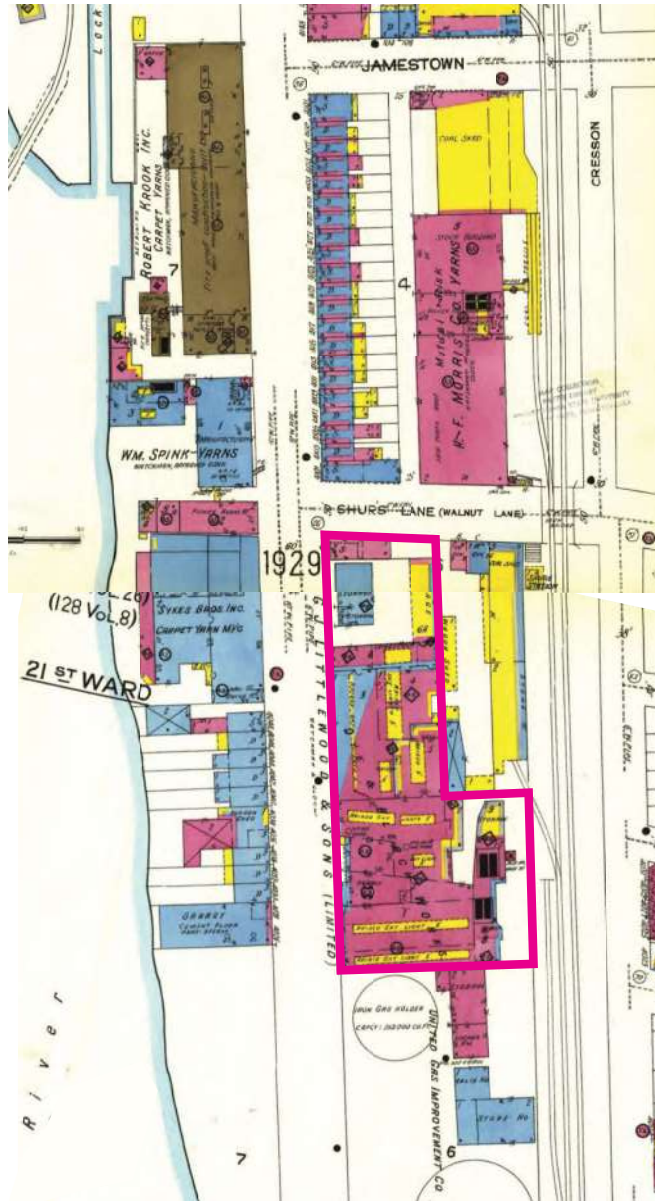
8 View of Site from Main street looking West



1892
july 12, 2024 | philadelphia historical commission | 4045 main st

atlas - historic

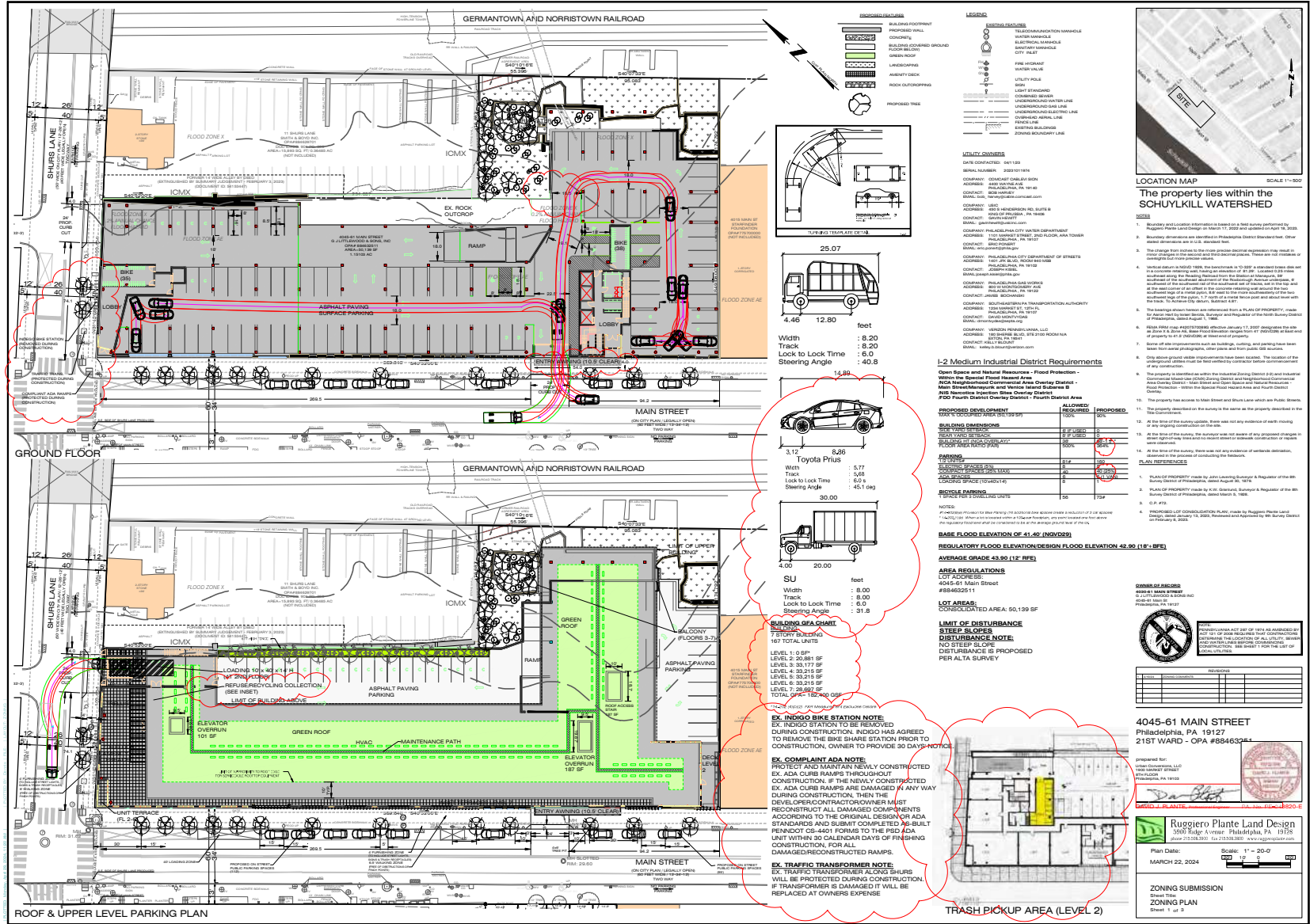
1910
Urban Conversions | CBP Architects | 12

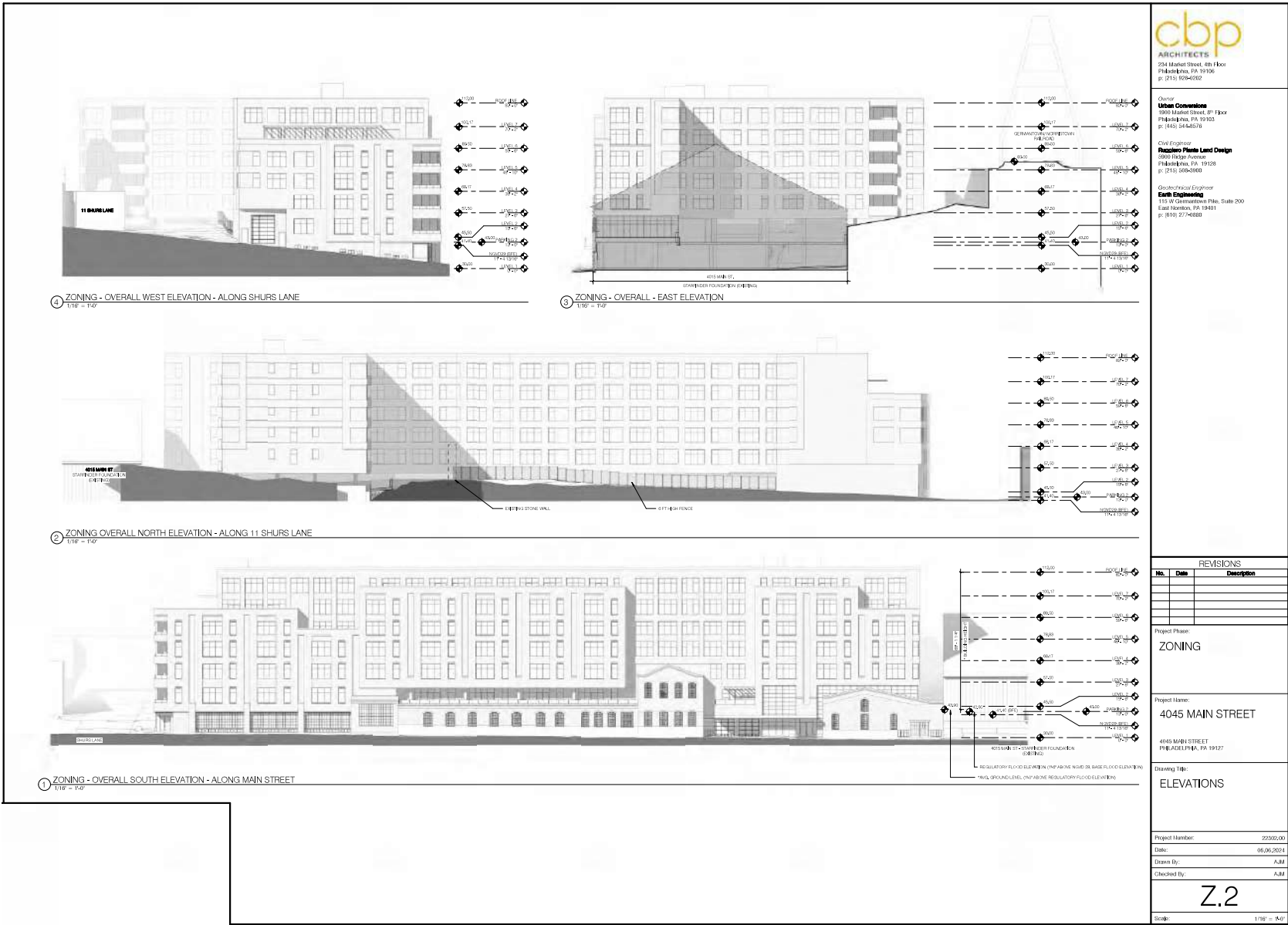


1923



- Flood Zone X
- Flood Zone X (0.2% Annual chance flood hazard)
- Flood Zone AE
- Open Water





234 Market Street, 4th Floor
Philadelphia, PA 19106
p: (215) 924-0202

Owner
Urban Conversions
1900 Market Street, 8th Floor
Philadelphia, PA 19103
p: (484) 544-8376

Civil Engineer
Raoufelo Pineda Land Design
2200 Locust Avenue
Philadelphia, PA 19128
p: (215) 986-0888

Geotechnical Engineer
Earth Engineering
115 W Germantown Pike, Suite 200
East Merion, PA 19081
p: (810) 277-8888

REVISIONS		
No.	Date	Description

Project Phase:
ZONING

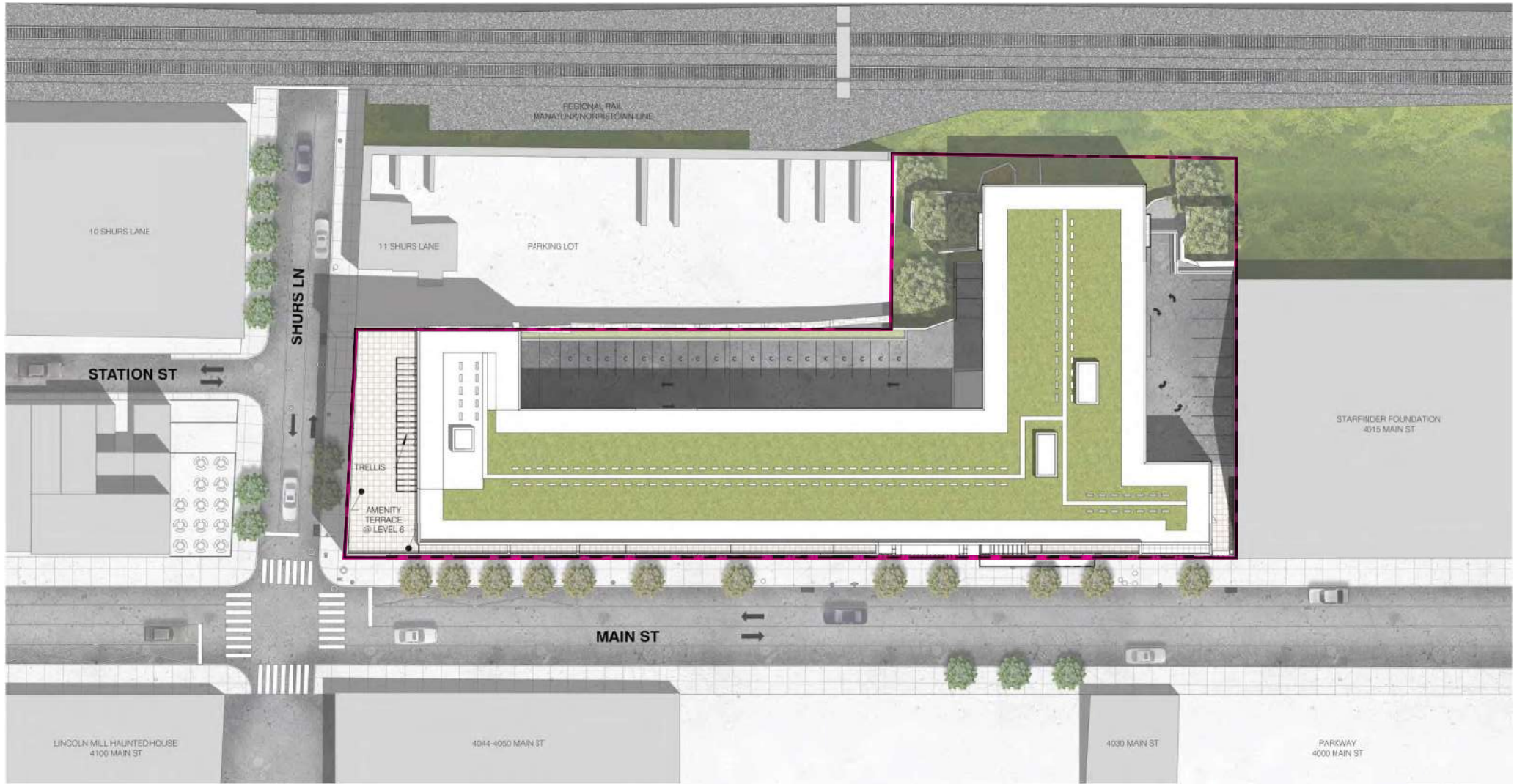
Project Name:
4045 MAIN STREET
4045 MAIN STREET
PHILADELPHIA, PA 19127

Drawing Title:
ELEVATIONS

Project Number: 220302.00
Date: 06/06/2024
Drawn By: A.J.M.
Checked By: A.J.M.

Z.2

Scale: 1/8" = 1'-0"





TO BE DEMOLISHED 
TO REMAIN  



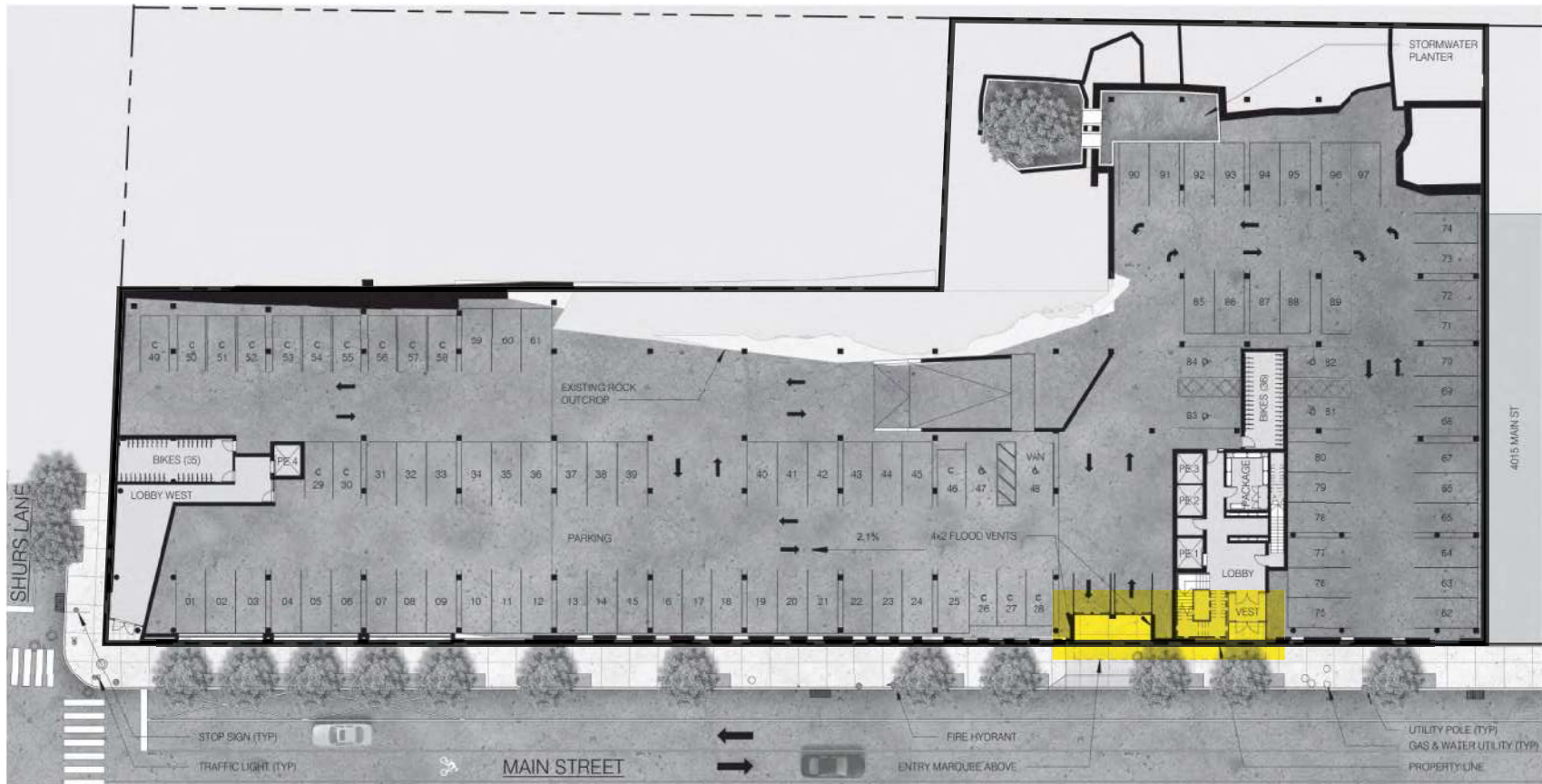
TO BE DEMOLISHED 
TO REMAIN 



TO BE DEMOLISHED 
TO REMAIN 

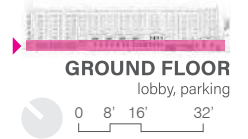


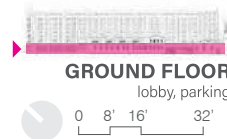
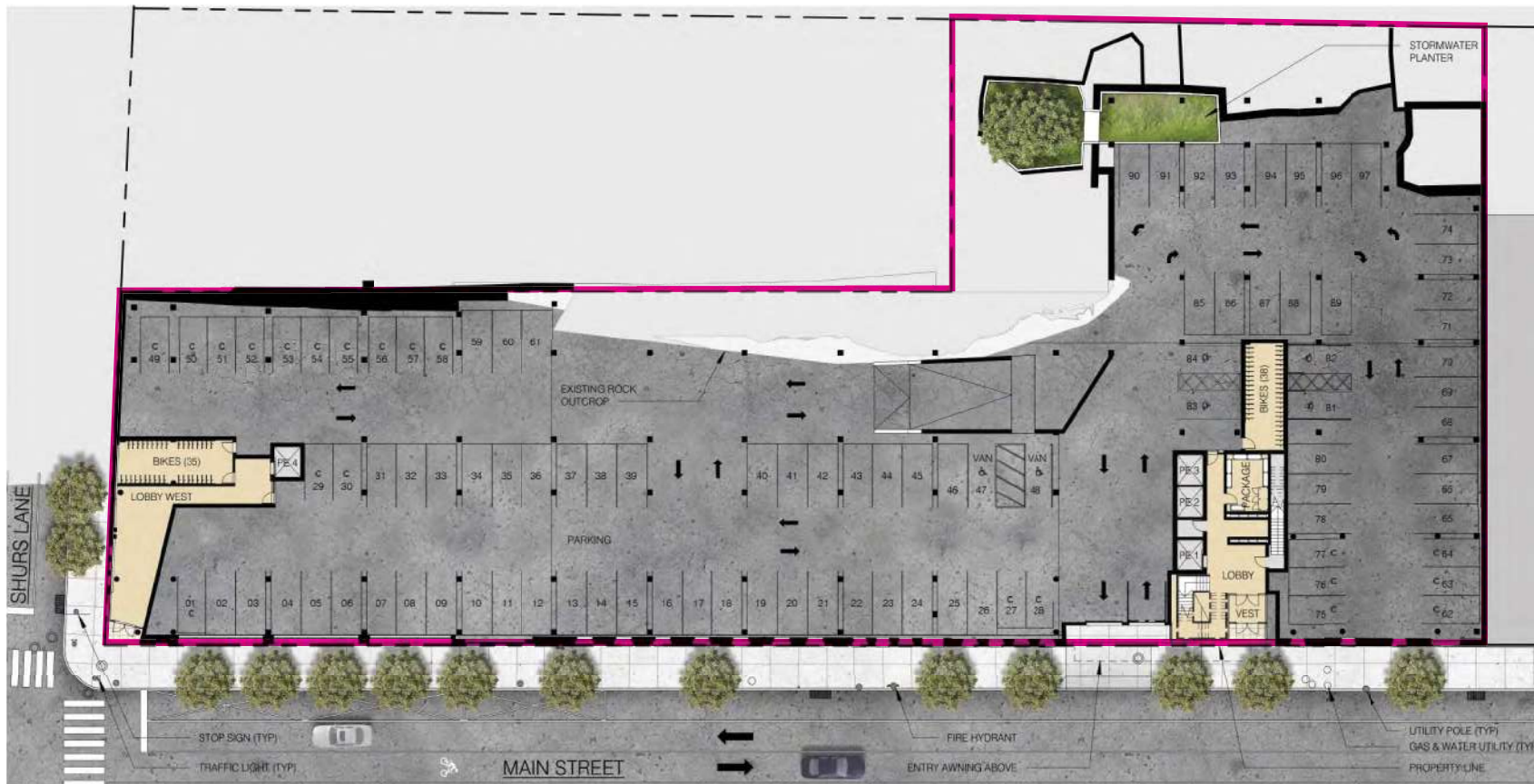
TO BE DEMOLISHED 
TO REMAIN 



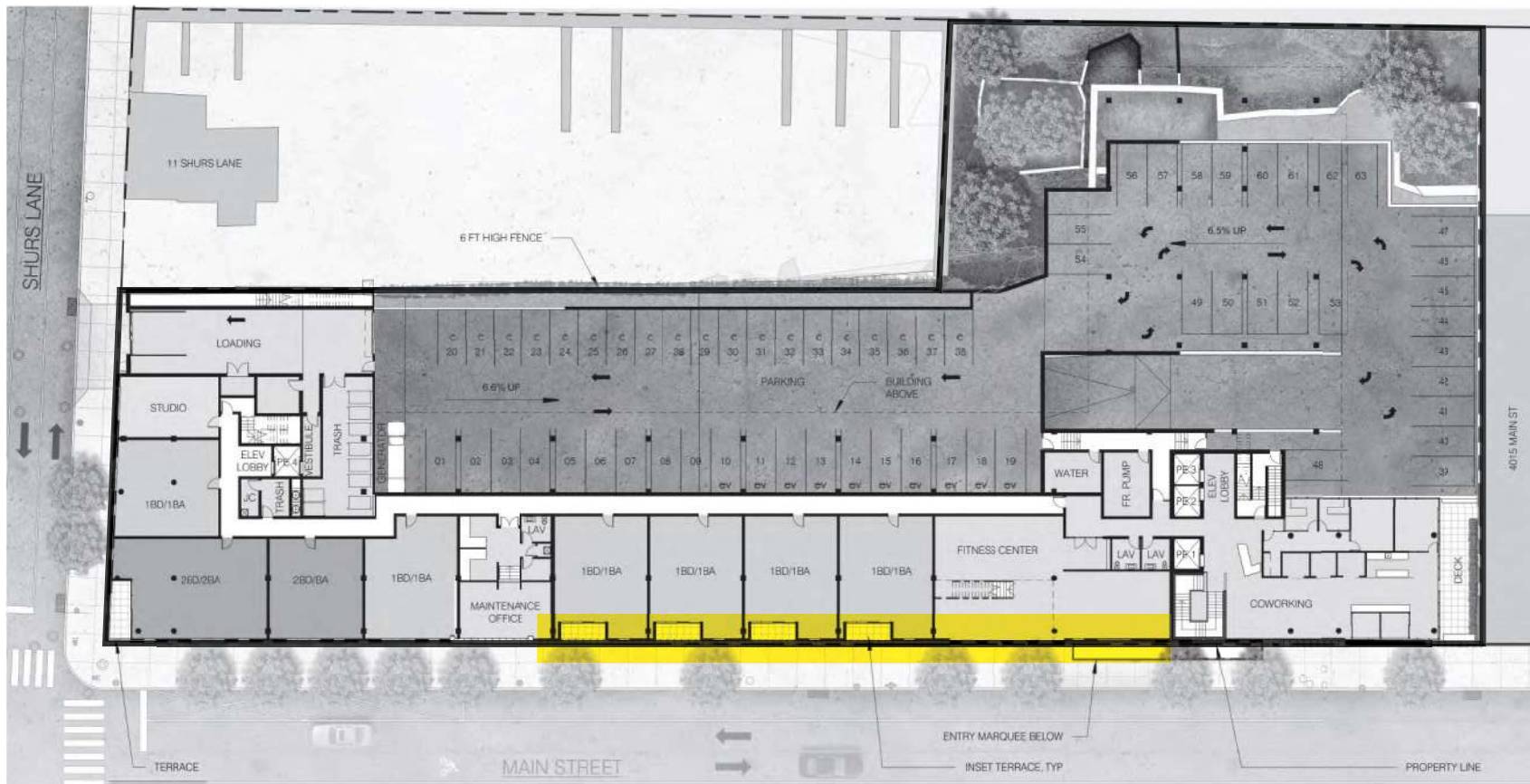
Previous Scheme (May 10)

floor plans



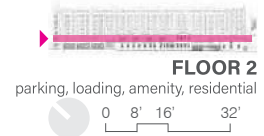


GROUND FLOOR
lobby, parking




Previous Scheme (May 10)

floor plans





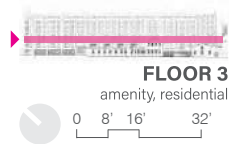


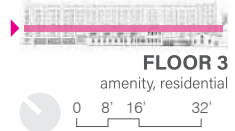
FLOOR 2
 parking, loading, amenity, residential
 0 8' 16' 32'

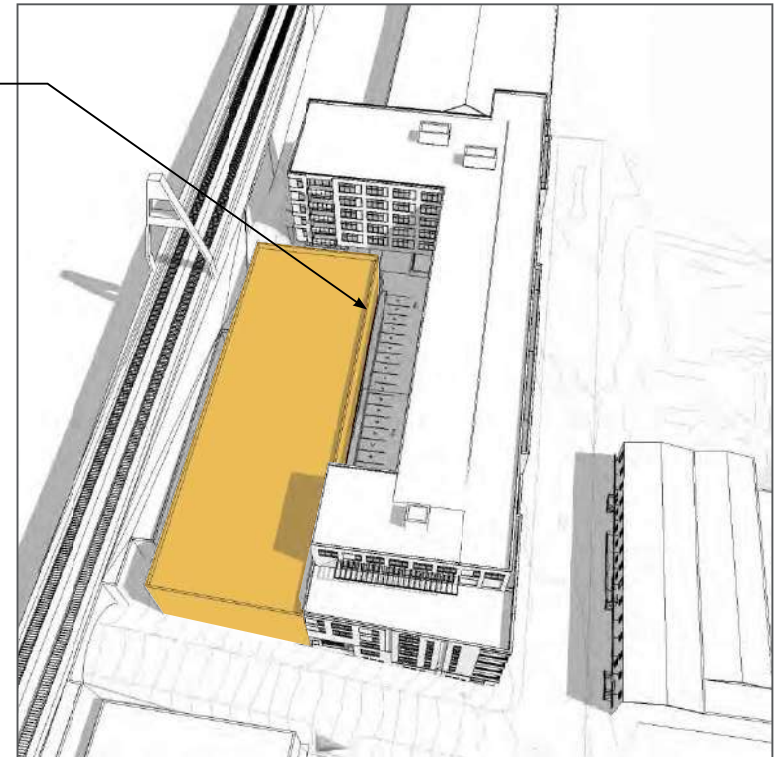


Previous Scheme (May 10)

floor plans

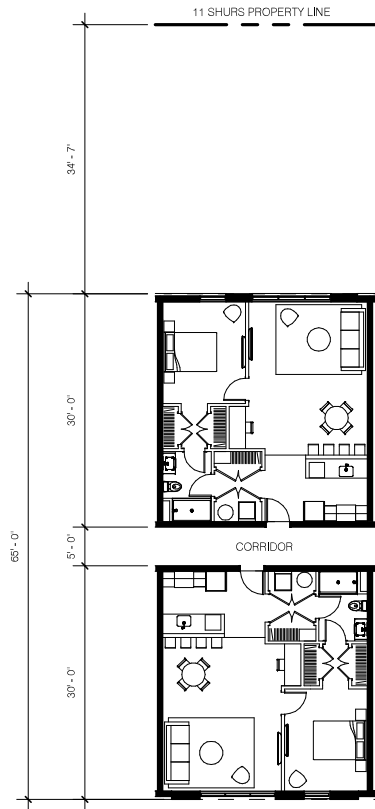




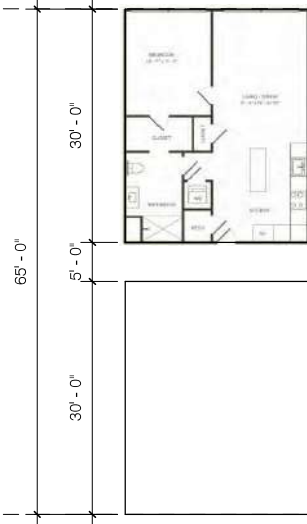


11 SHURS LANE

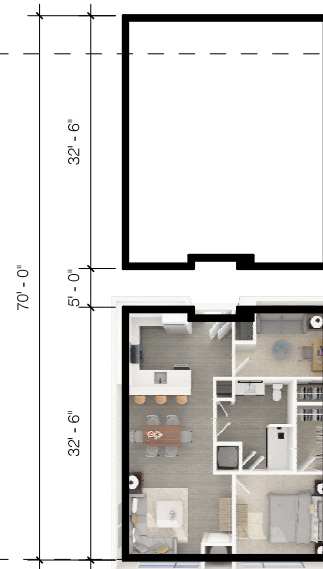
- ICMX
- Max occupied area (% of lot) - 100%
- Max FAR - 500% (4 stories/ 400% shown)
- Max Height - 38ft above average ground level
- No front, side or rear yards required



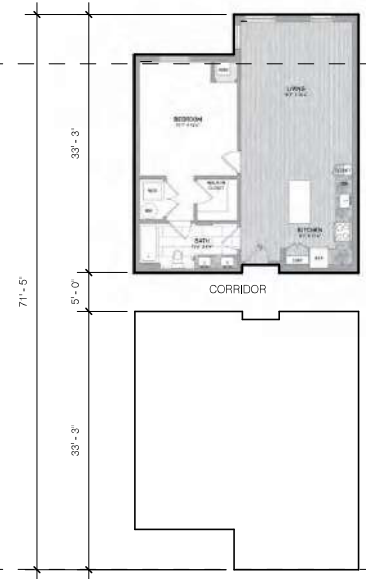
4045 Main Street - Manayunk



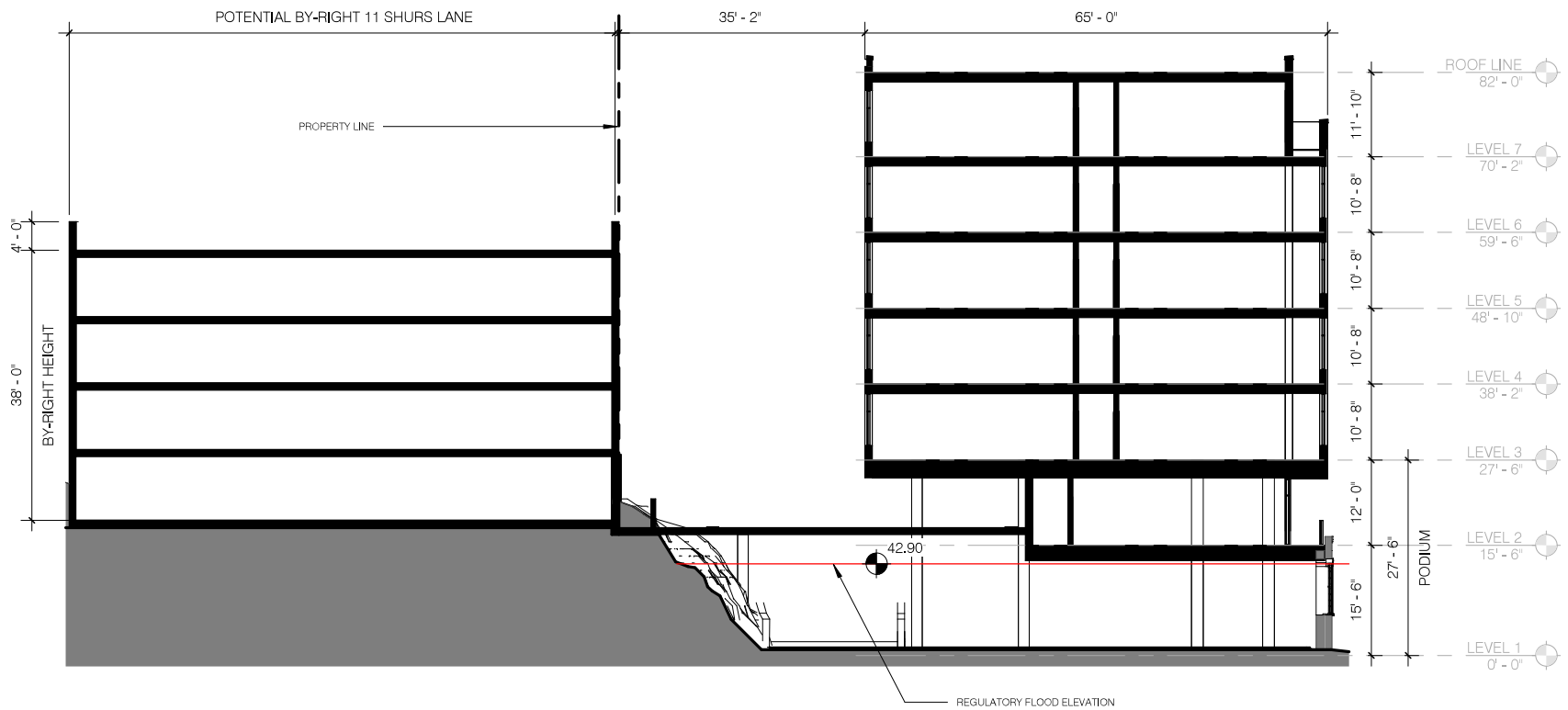
The Driftway - East Falls



Luxor - Bala Cynwyd



The Isle - Manayunk

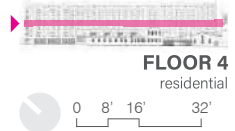
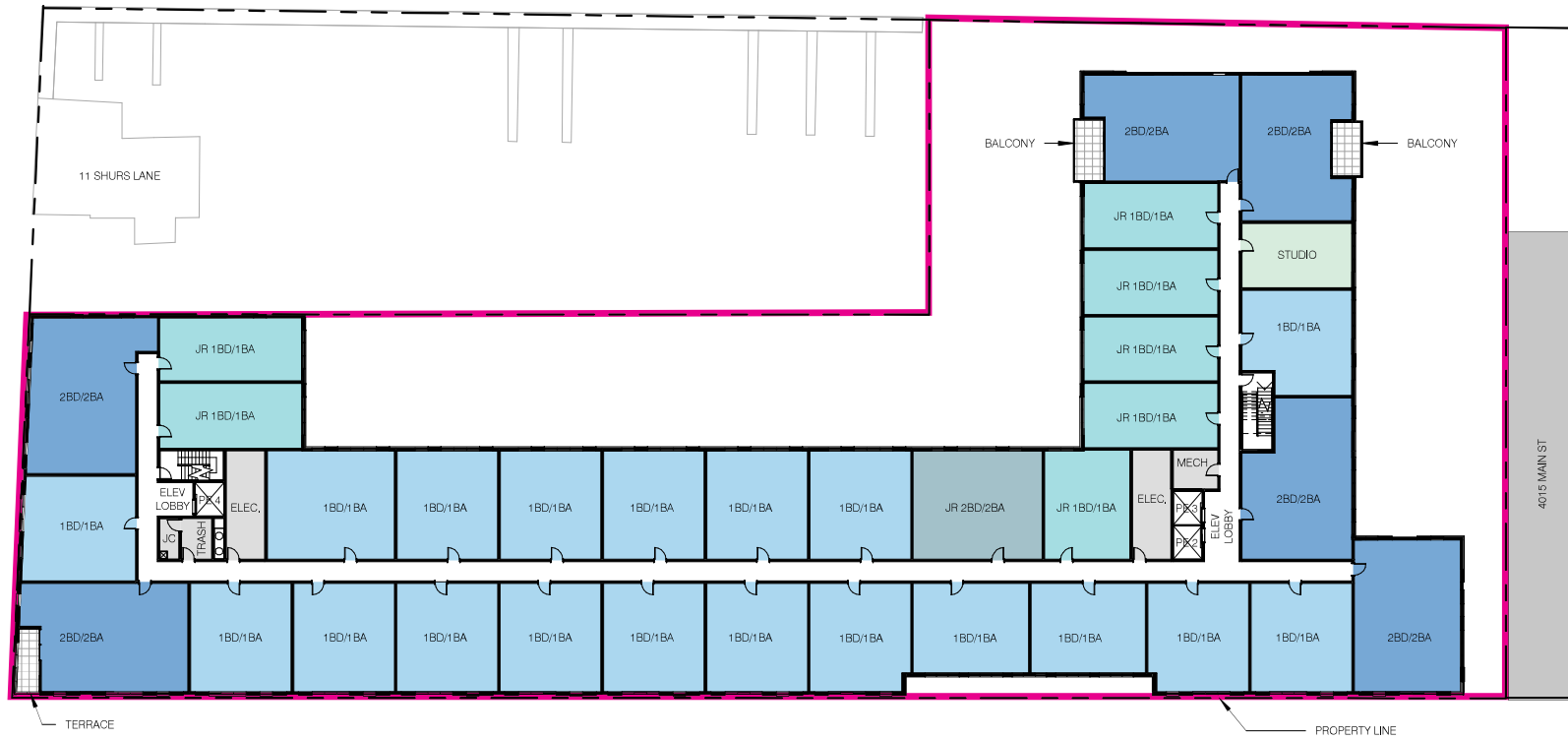


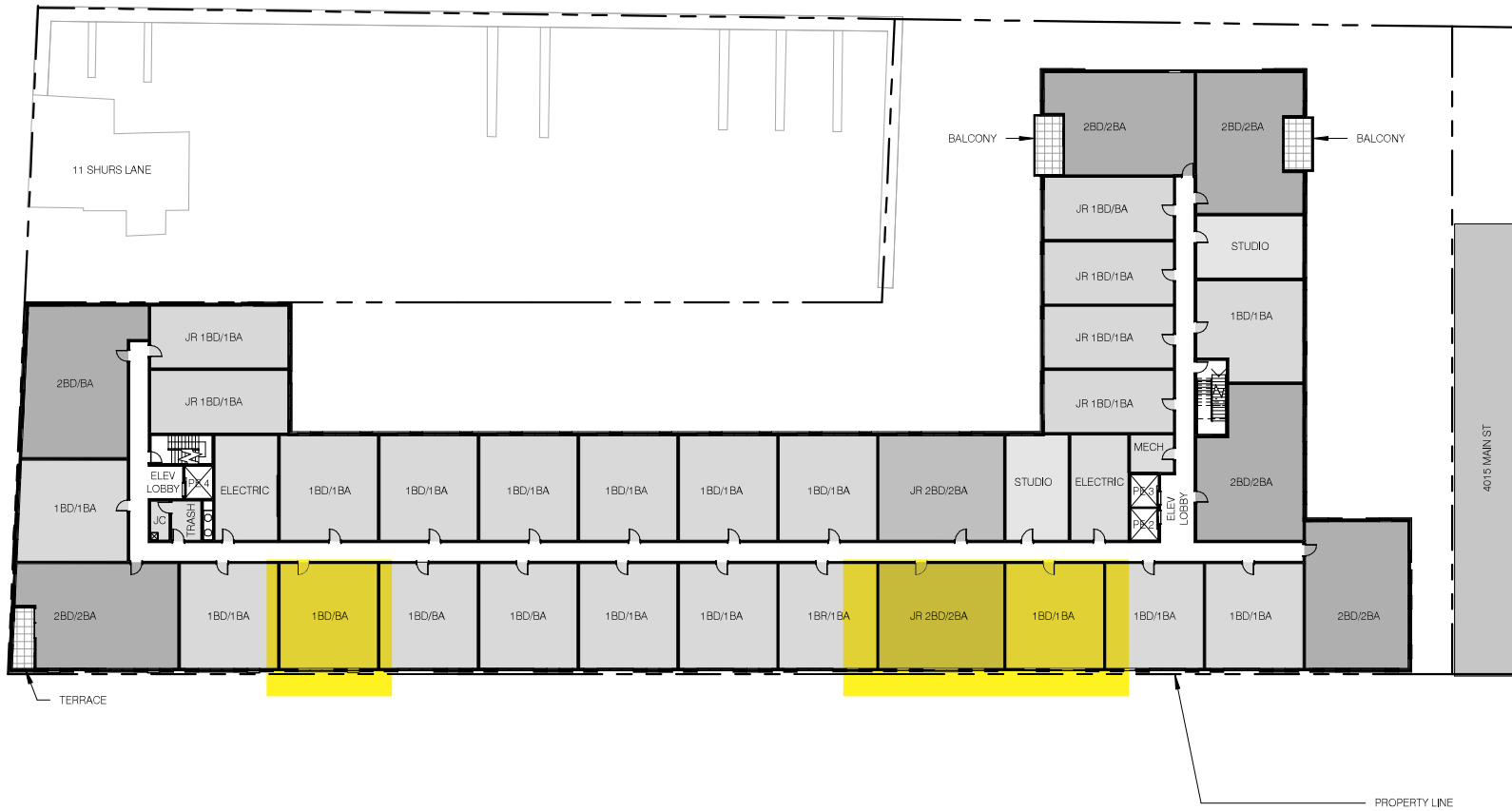


Previous Scheme (May 10)

floor plans

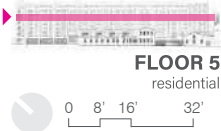


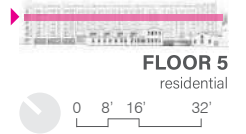
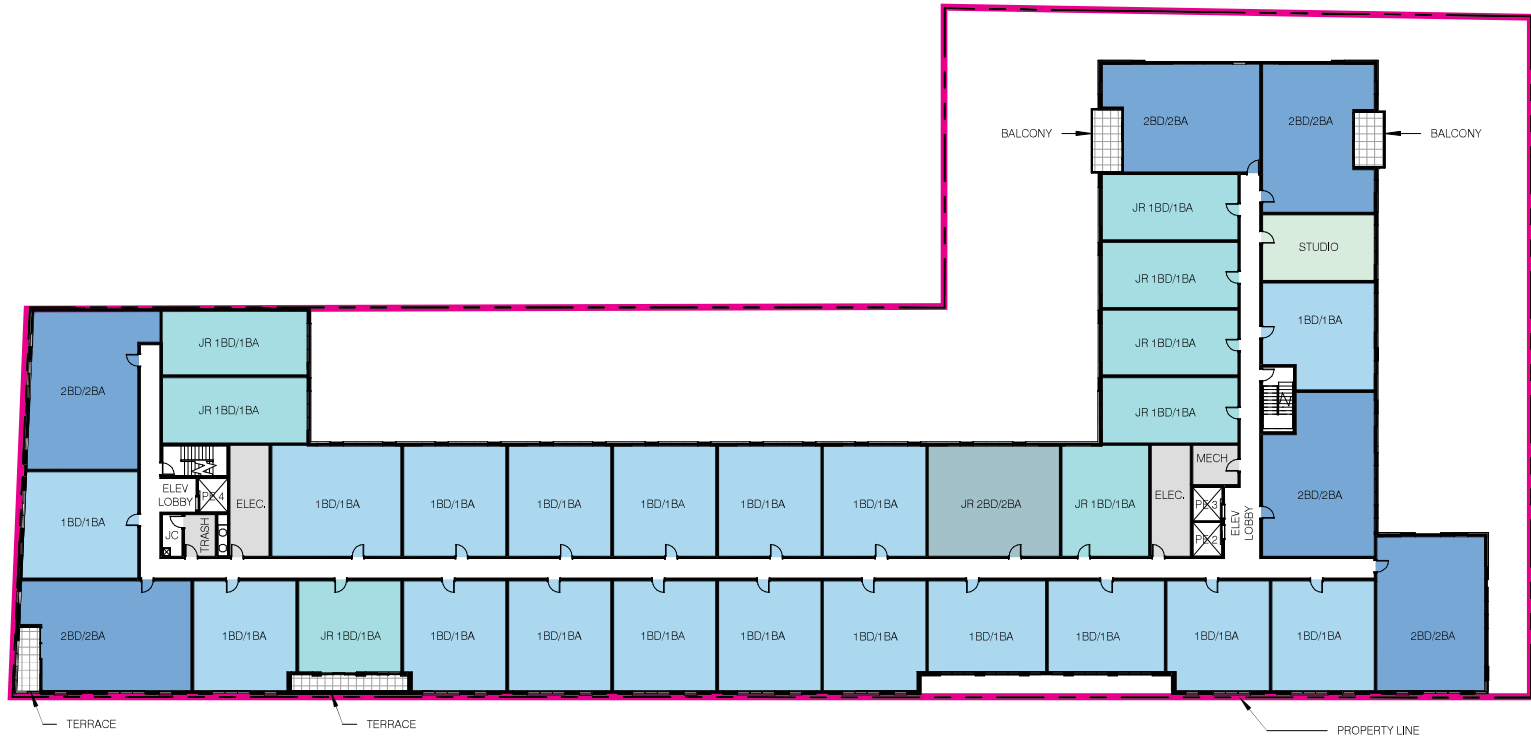




Previous Scheme (May 10)

floor plans

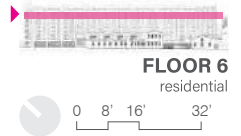


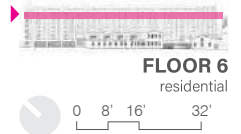
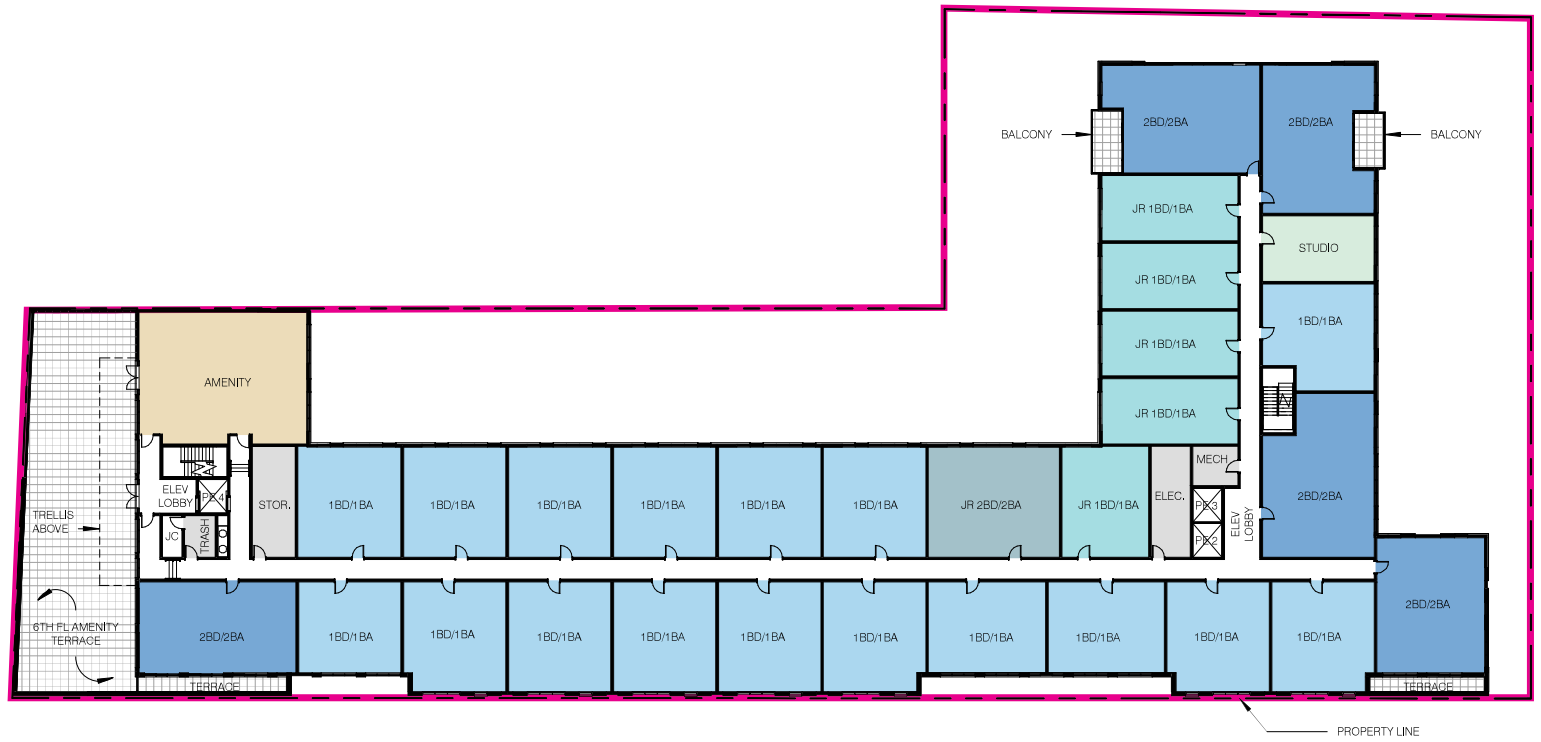


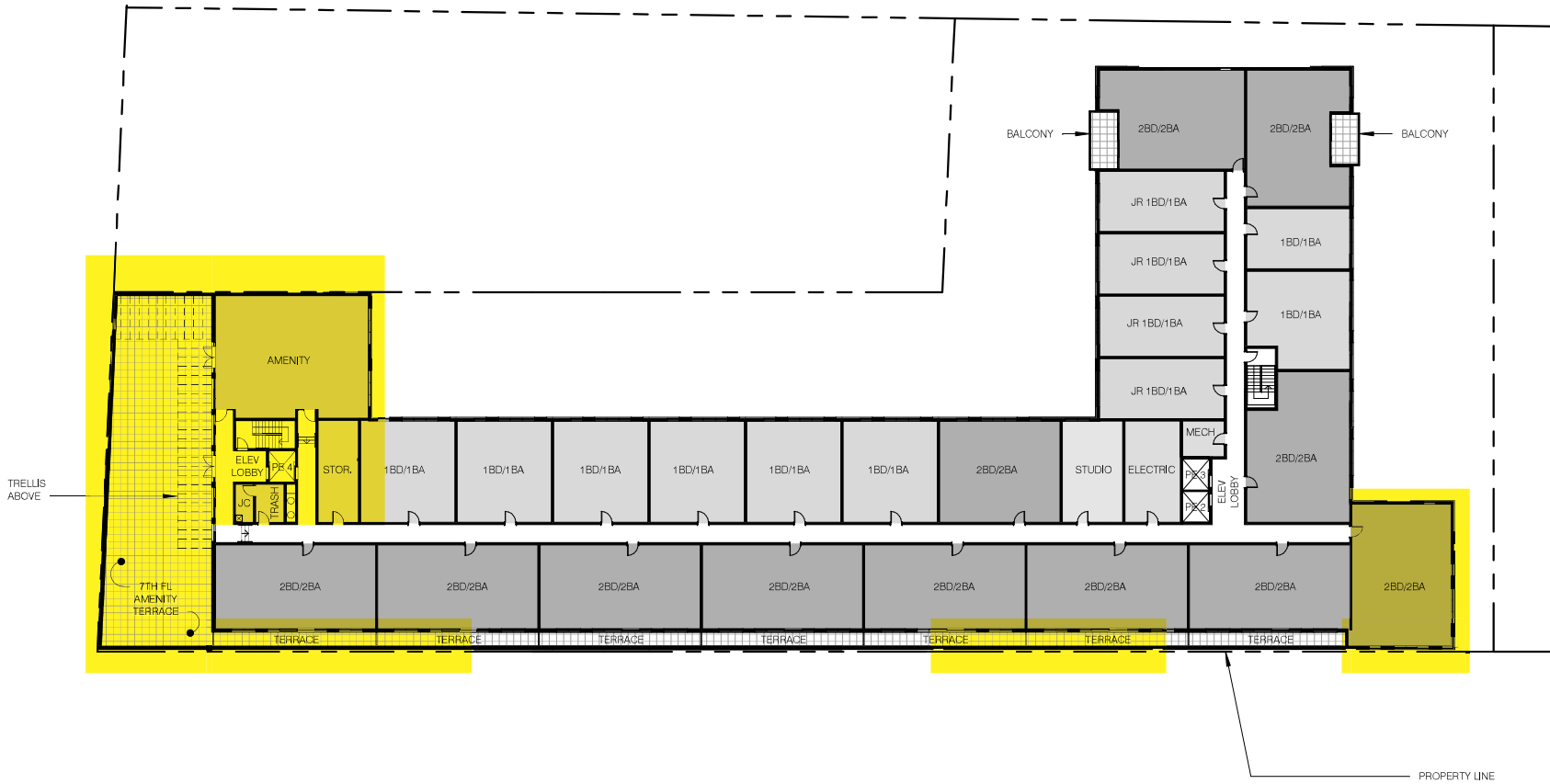


Previous Scheme (May 10)

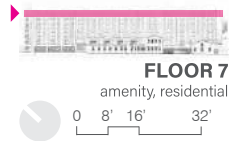
floor plans

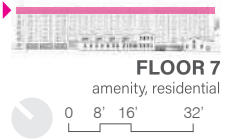
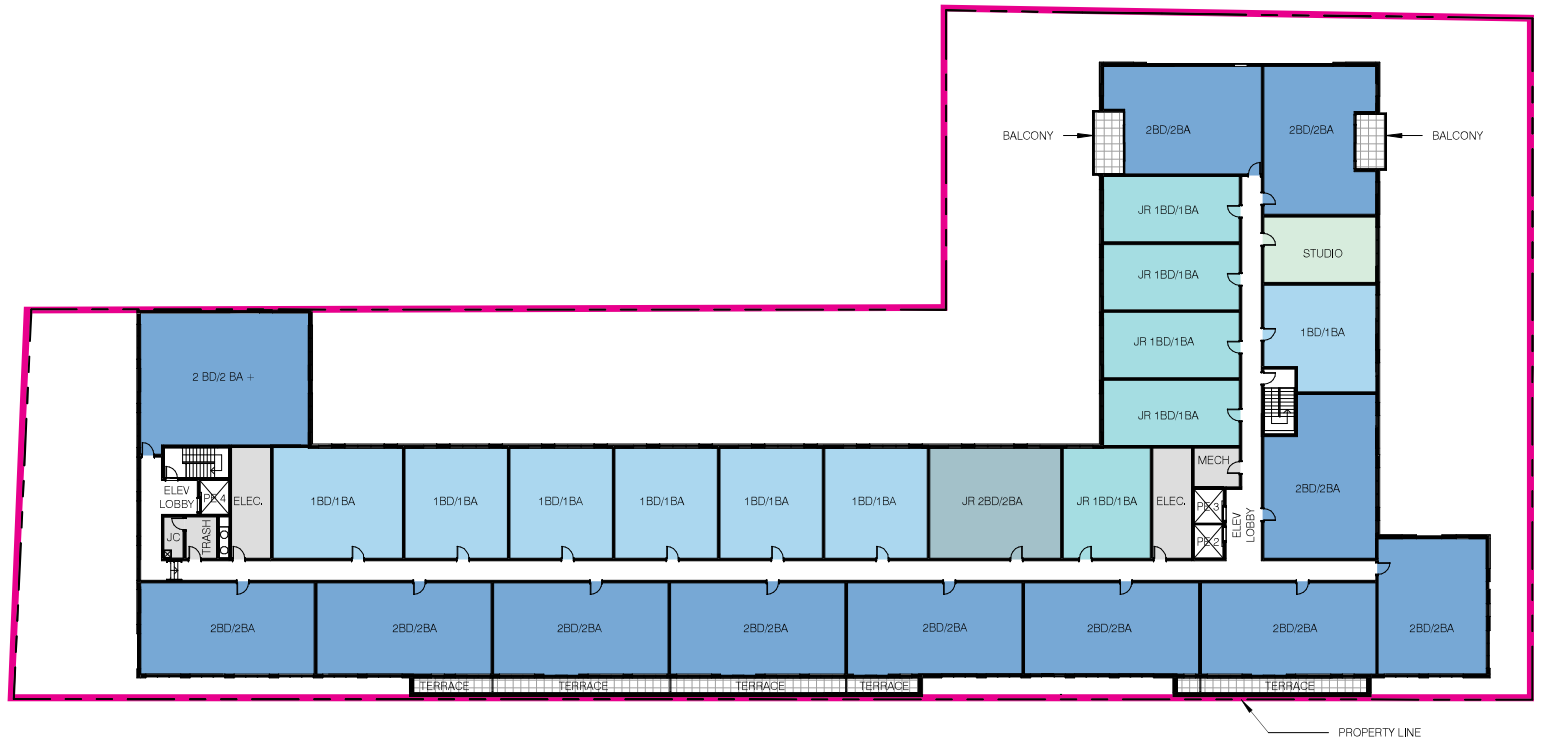




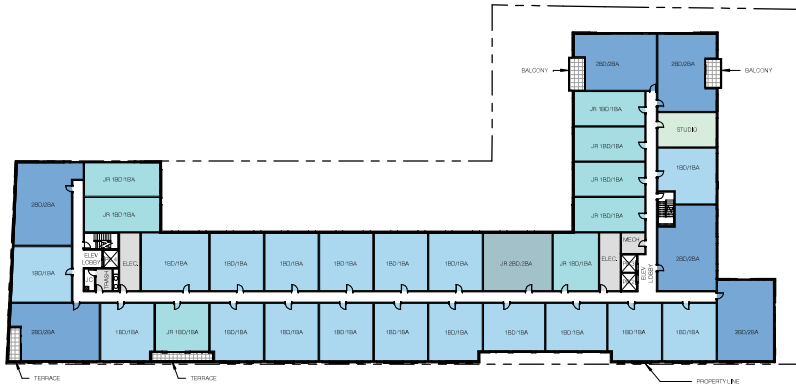


Previous Scheme (May 10)





FLOOR 7
amenity, residential



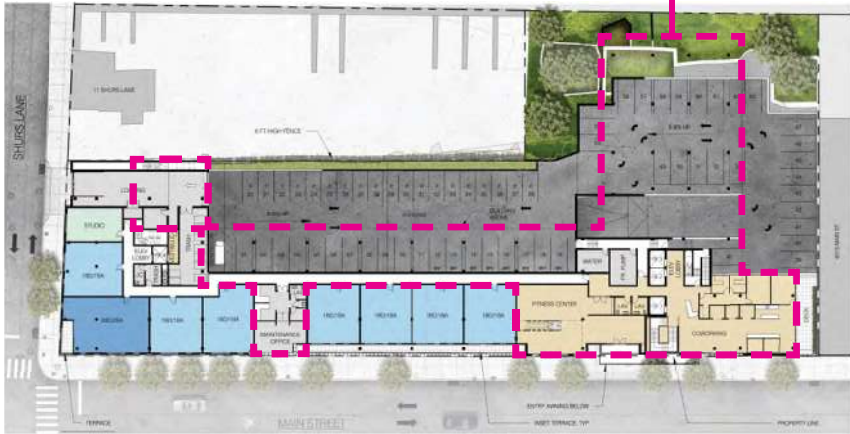
TYPICAL FLOOR: 34 UNITS



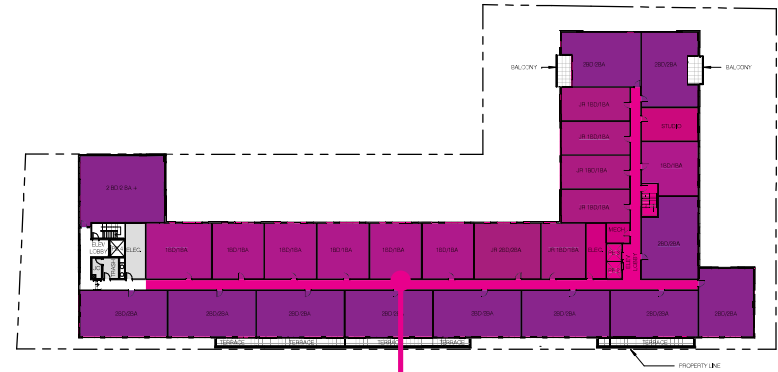
THIRD FLOOR: 30 UNITS (-1 UNIT FROM PREVIOUS)



SIXTH FLOOR: 29 UNITS (-5 UNITS FROM PREVIOUS)



SECOND FLOOR: 9 UNITS (-25 UNITS)



SEVENTH FLOOR: 26 UNITS (REGAIN 26/30 UNITS LOST ON 2ND, 3RD AND 6TH FLOORS)

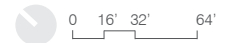
-1 UNIT

-5 UNITS

-25 UNITS

-31 UNITS

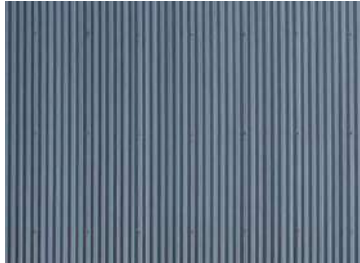
+26 UNITS



MATERIALS PALETTE



1 Modular Brick



2 Vertical Corrugated Metal Siding



3 Accent Color Metal Surround



4 Metal Clad Windows



5 Exst Window to be replaced. Paint color similar to existing.



6 Metal Storefront



7 Translucent Panels



8 Glass Guardrail



9 Overhead Doors



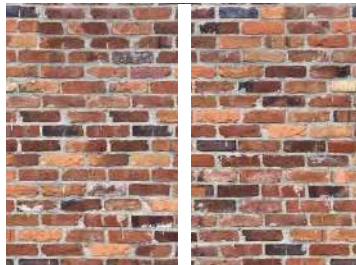
10 Trellis Fence



11 Entry Awning



12 Painted Metal C-Channel



13 Existing Brick
14 New Brick to match Existing



15 Existing Stone

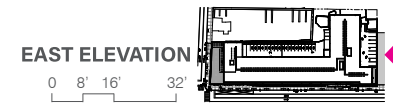


16 Existing Terracota Coping

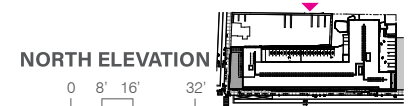
- Modular Brick **1**
- Vertical Corrugated Metal Siding **2**
- Metal Clad Windows **4**
- Existing Windows to be Replaced **5**
- Metal Storefront **6**
- Translucent Panels **7**
- Glass Guardrail **8**
- Overhead Doors **9**
- Entry Awning **11**
- Painted Metal C-Channel **12**
- Existing Brick **13**
- New Brick to match Existing **14**
- Existing Stone **15**
- Existing Terracotta Coping **16**



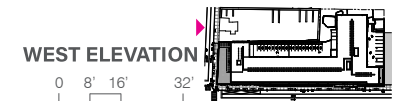
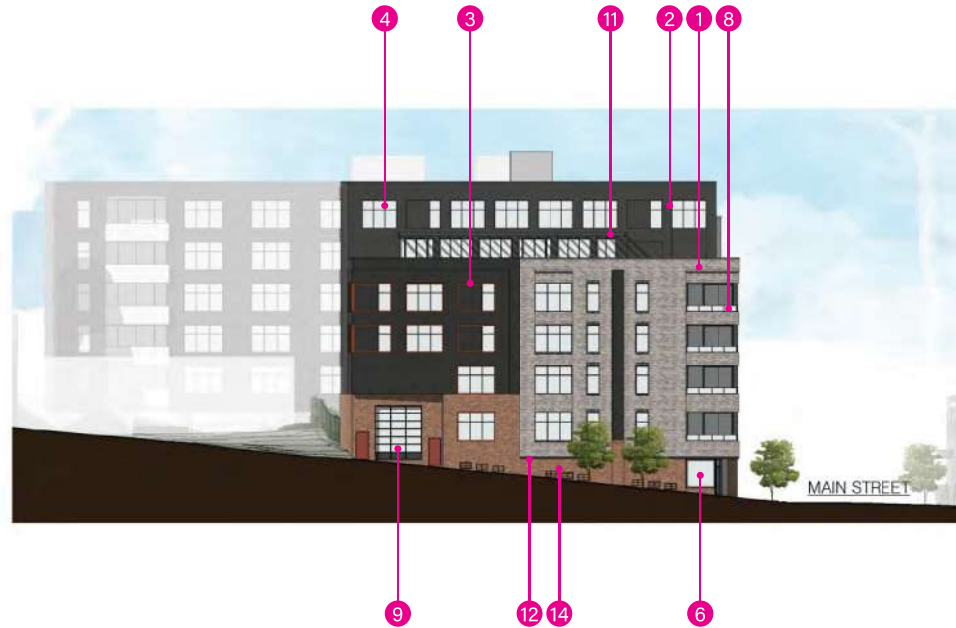
- Modular Brick **1**
- Vertical Corrugated Metal Siding **2**
- Accent Color Metal Surround **3**
- Metal Clad Windows **4**
- Metal Storefront **6**
- Glass Guardrail **8**



- Vertical Corrugated Metal Siding **2**
- Accent Color Metal Surround **3**
- Metal Clad Windows **4**
- 10** Trellis Fence
- 14** New Brick to match Existing



- Modular Brick 1
- Vertical Corrugated Metal Siding 2
- Accent Color Metal Surround 3
- Metal Clad Windows 4
- Metal Storefront 6
- Glass Guardrails 8
- Overhead Doors 9
- Metal Trellis 11
- Painted Metal C-Channel 12
- New Brick to match Existing 14



- Vertical Corrugated Metal Siding 2 4 Metal Clad Windows
- Accent Color Metal Surround 3 8 Glass Guardrail





Main Steet Elevation Perspective - Previous Scheme (May 10)



Main Steet Elevation Perspective



Main Street Elevation Perspective - Previous Scheme (May 10)



Main Street Elevation Perspective



Main Street Elevation Perspective - Previous Scheme (May 10)



Main Street Elevation Perspective



Aerial View looking Northeast - Previous Scheme (May 10)



Aerial View looking Northeast



View looking Northwest on Main Street - Previous Scheme (May 10)



View looking Northwest on Main Street



Aerial View looking Southeast - Previous Scheme (May 10)



Aerial View looking Southeast



Shurs Lane Elevation Perspective - Previous Scheme (May 10)



Shurs Lane Elevation Perspective



View looking East on Main Street & North on Shurs Lane - Previous Scheme (May 10)



View looking East on Main Street & North on Shurs Lane



Residential Entry Perspective - Previous Scheme (May 10)



Residential Entry Perspective



View looking East on Main Street - Previous Scheme (May 10)



View looking East on Main Street



Apex Manayunk
4601 E Flat Rock Road, Philadelphia
6 Stories - 128 Units



The Locks
Riverside Way (1 Leverington Avenue), Philadelphia
5 Stories - 63 Townhomes



The Isle
1 Cotton Street, Philadelphia
5 Stories - 205 Units



The Yard at Pencyod Landing
600 Righters Ferry Road, Bala Cynwyd
7 Stories - 593 Units



Residence Inn by Marriott
615 Righters Ferry Road, Bala Cynwyd
7 Stories - 124 Suites



Watermill at Manayunk
2 Leverington Avenue, Philadelphia
7 Stories



Venice Island
4436-44 Main Street, Philadelphia
5 Stories - 213 Units



Site
4045 Main Street, Philadelphia
7 Stories - 167 Units

3811 Main Street (Under Construction)
6 Stories - 36 Units
5 Commercial Spaces

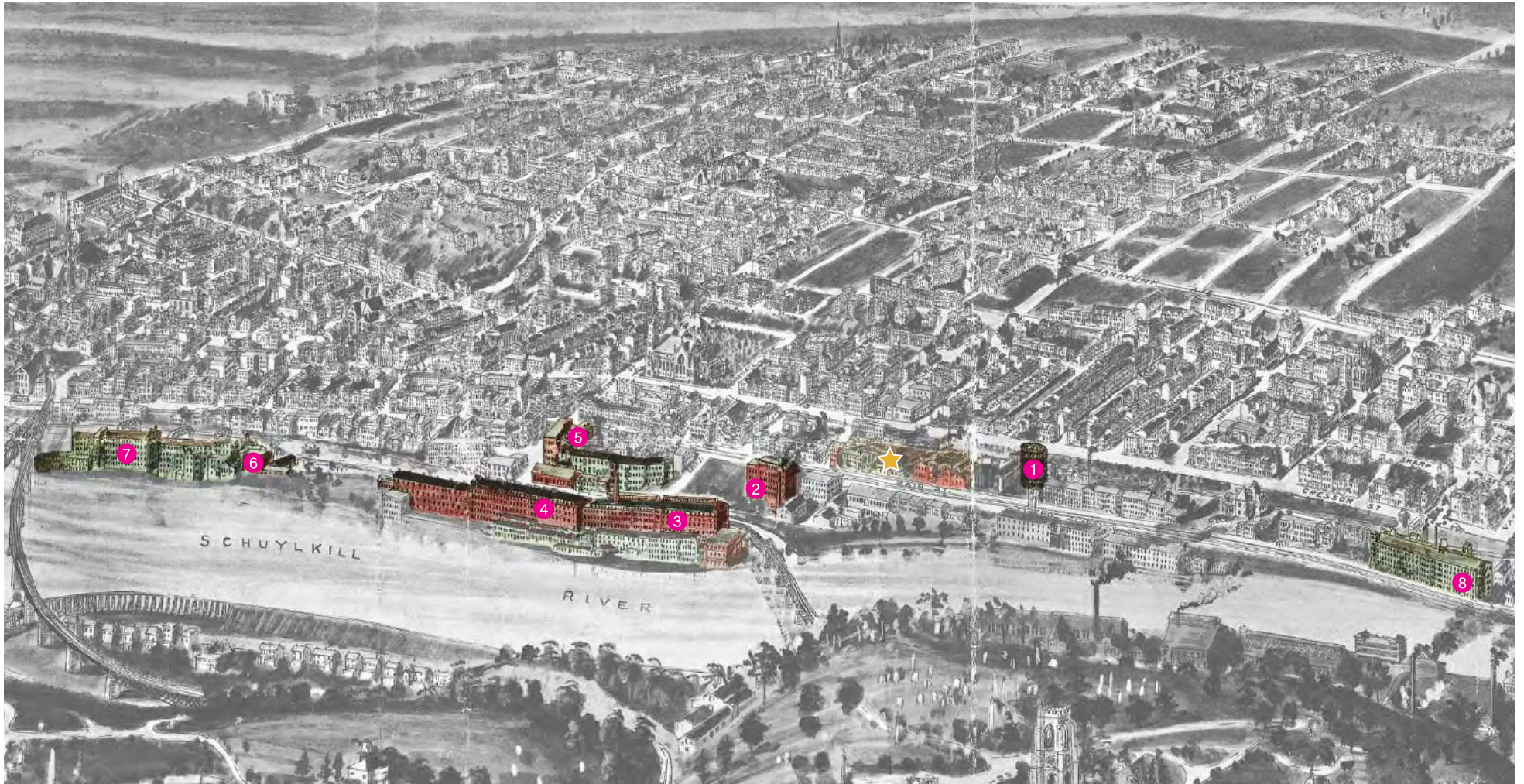
BridgeFive Condominium
3750 Main Street, Philadelphia
7 Stories - 60 Units



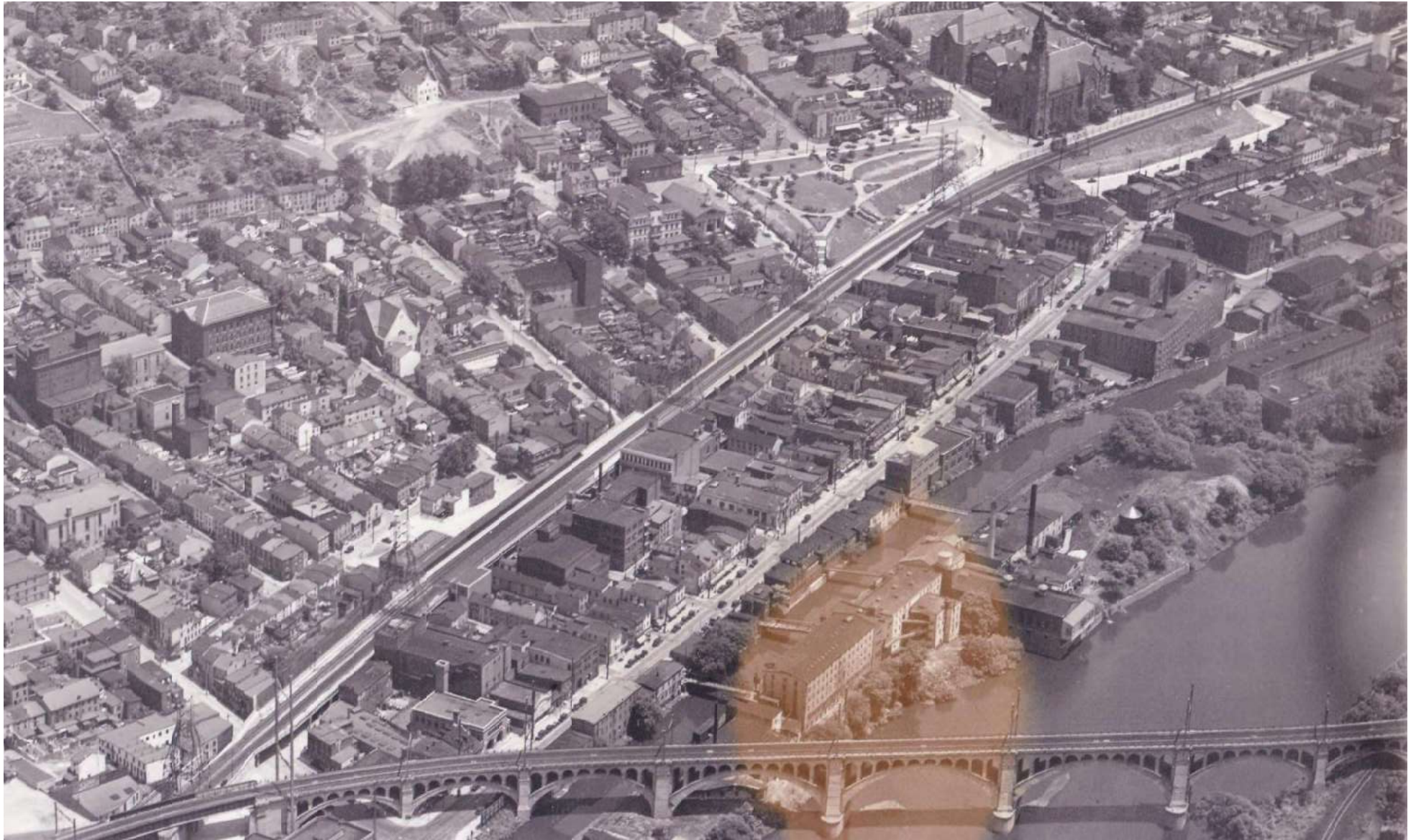


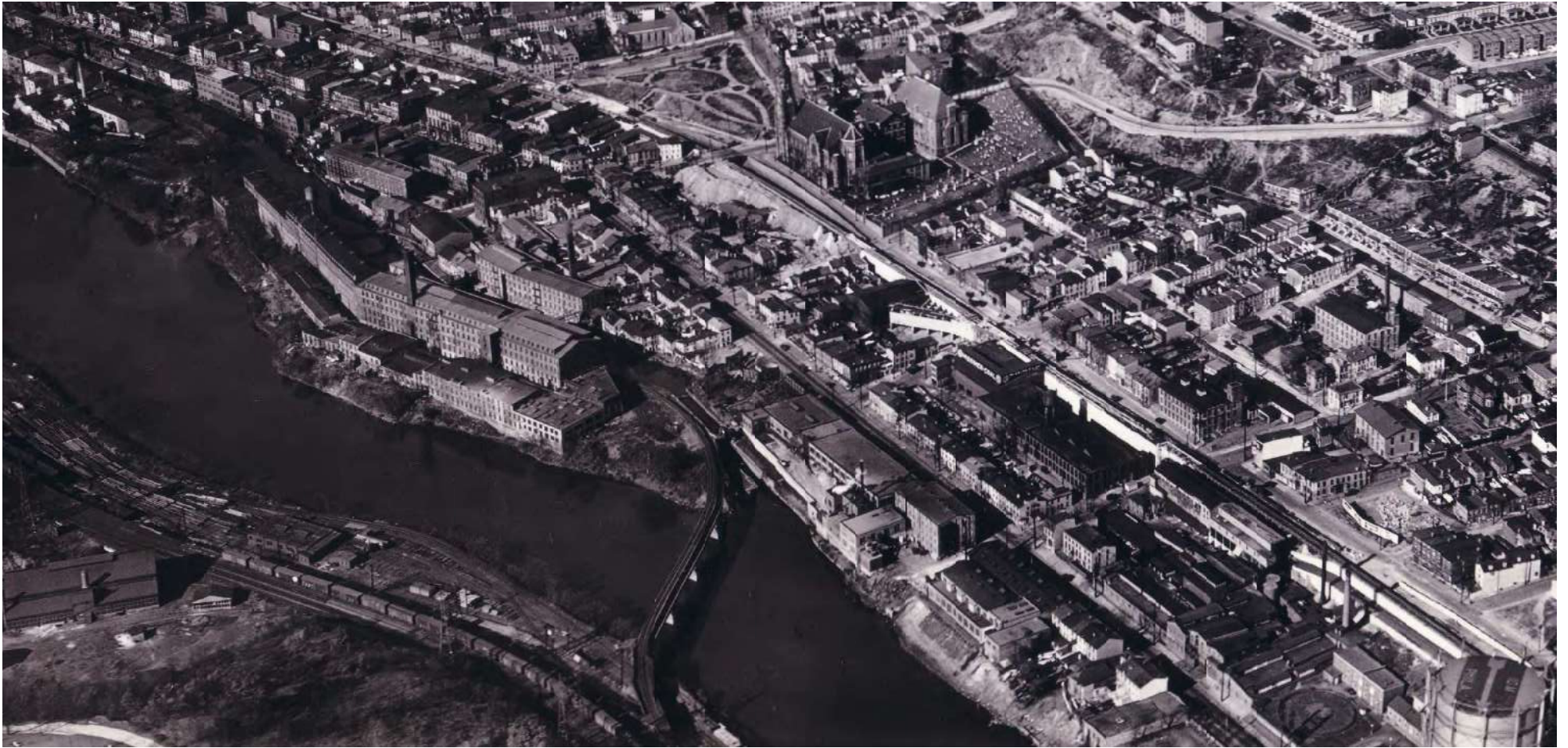
Aerial View looking Southeast

- Philadelphia Gas Works 1
- Dexter Mill 2
- Economy Mills 3
- Schuylkill Mills 4
- Blantyre Mills 5
- Inquirer Mills 6
- Joseph Ripka's Mills 7
- Progress Mills 8
- ★ Site





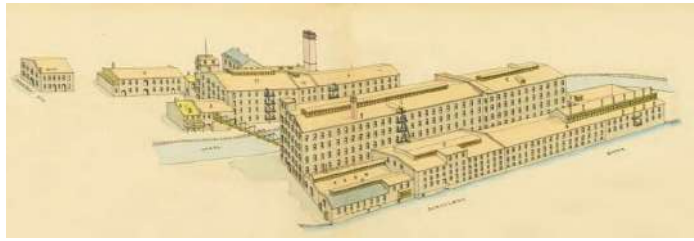
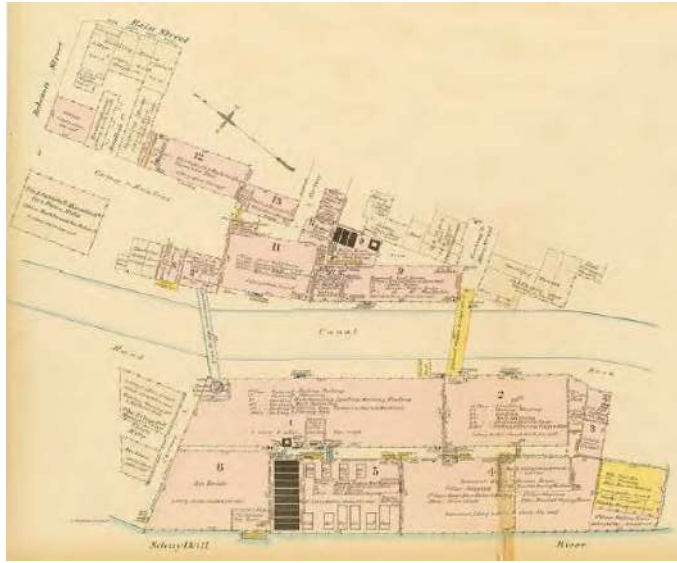




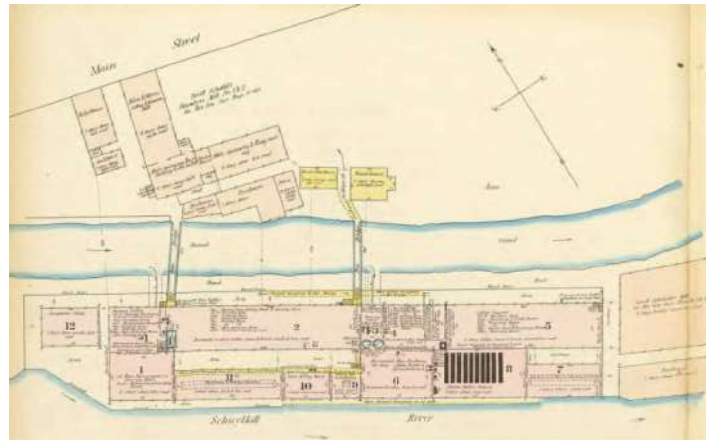




1883

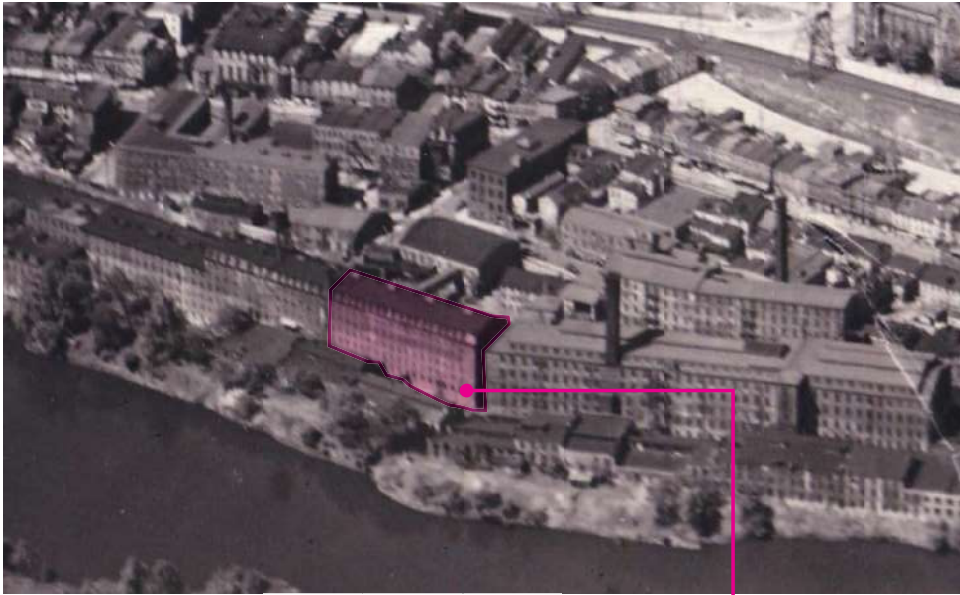


1873



2024

ECONOMY MILLS & SCHUYLKILL MILLS (VENICE ISLAND)

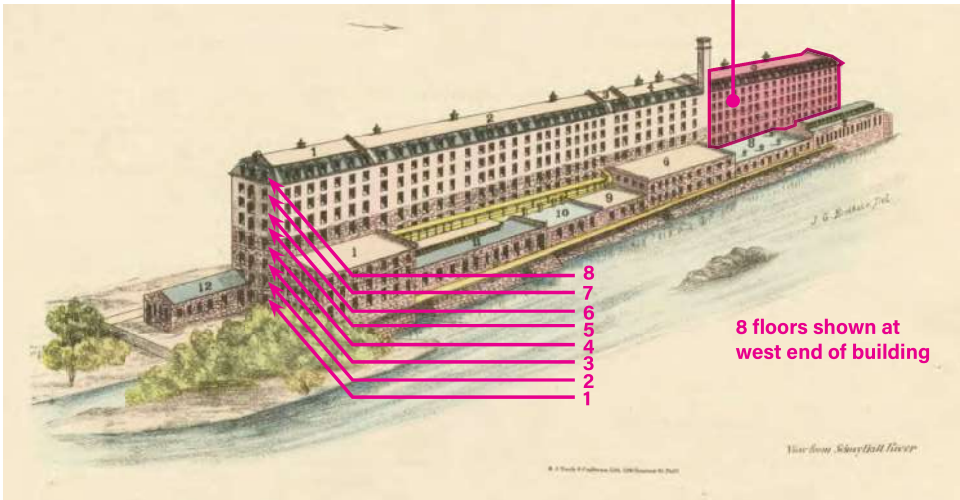


1934 Aerial Photograph

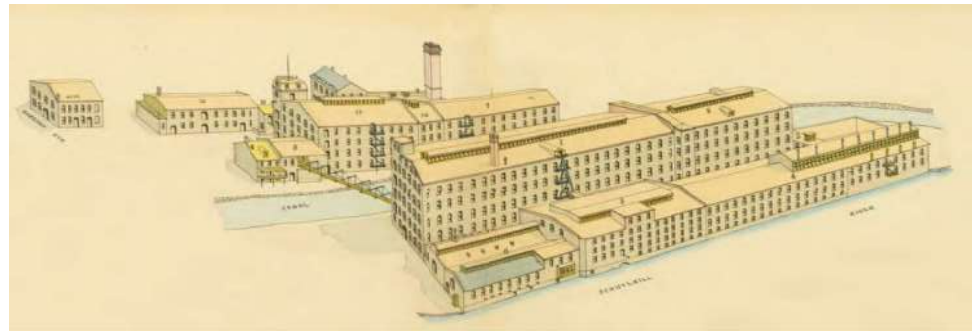


1873 Atlas

both depict 6 floors visible at east end of building

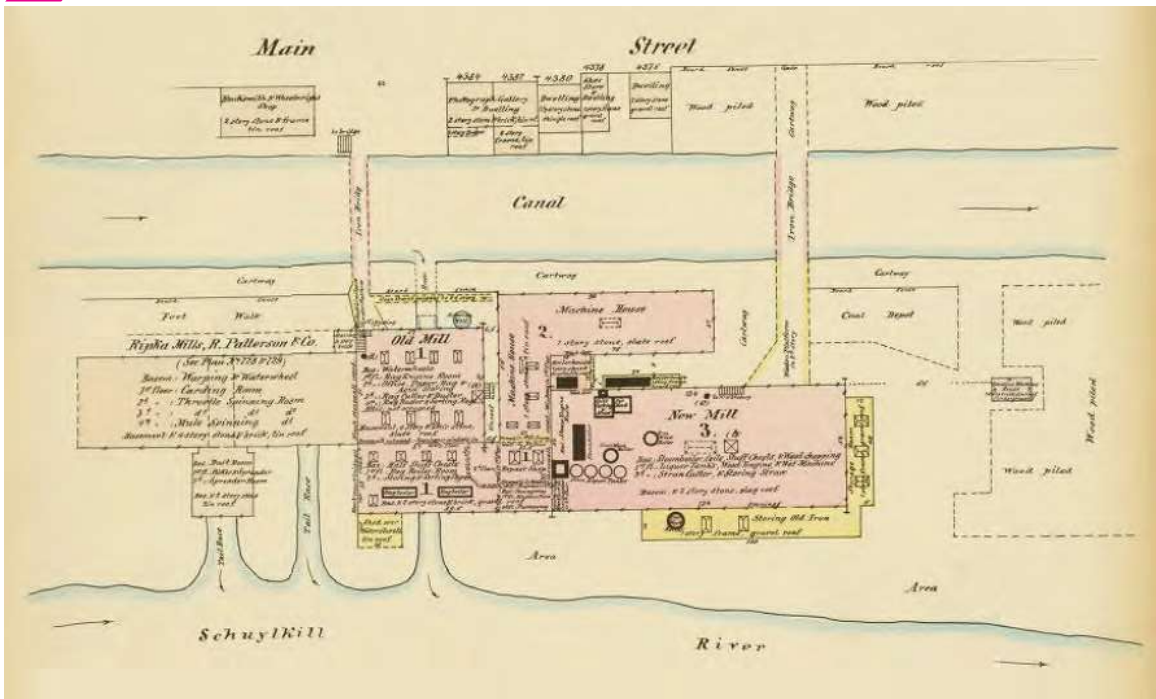


8 floors shown at west end of building



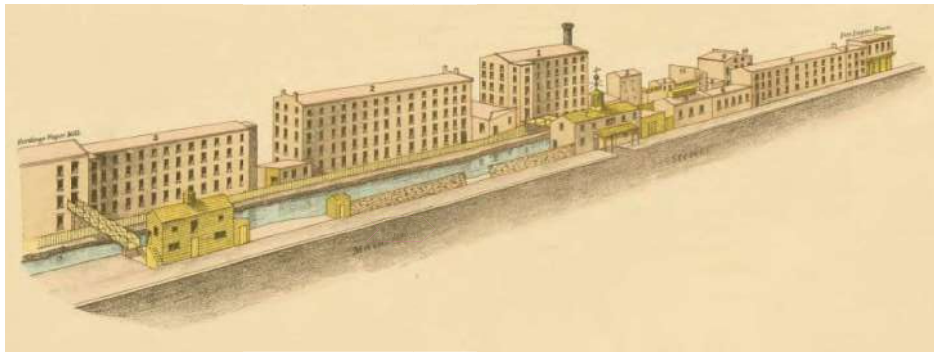
ECONOMY MILLS & SCHUYLKILL MILLS (VENICE ISLAND)

1875

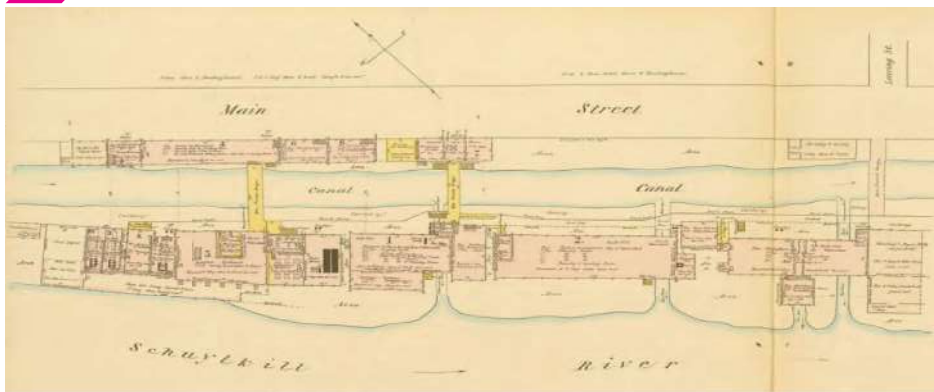


2024

INQUIRER PAPER MILLS (COTTON ST)



1873



2024

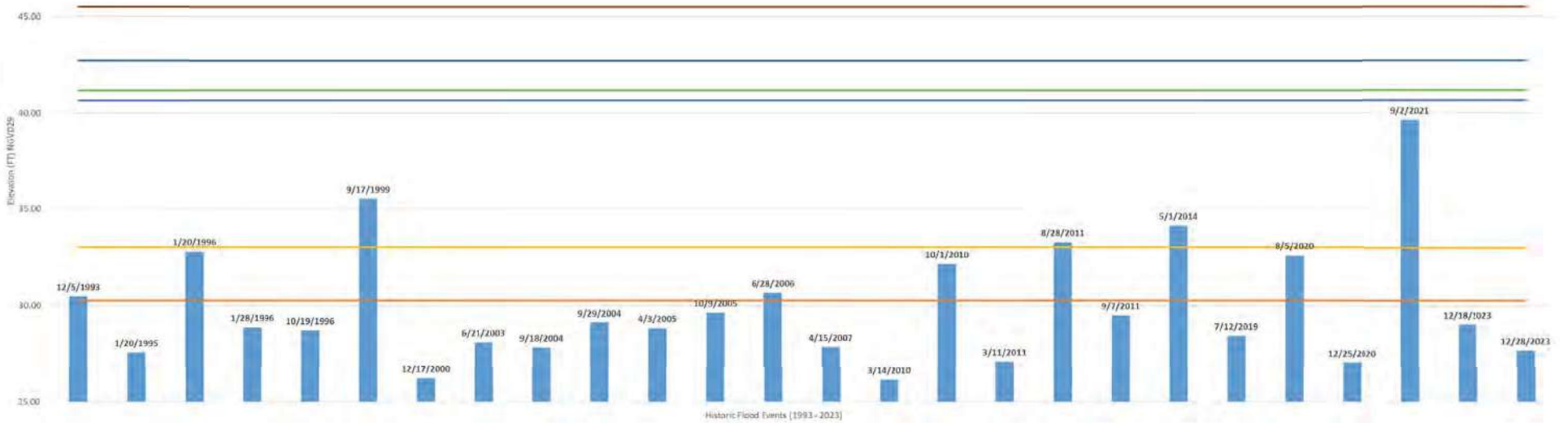
JOSEPH RIPKA'S MILLS

Historic Flood Probabilities

- Level 2 Finished Floor - EL. 45.50
- Emergency Egress Door - EL. 42.72
- Loading Ramp - EL. 41.17
- Shurs Lane Door - EL. 40.65
- West Lobby Door - EL. 33.00
- Parking Garage Entrance - EL. 30.25
- Main Lobby Door - EL. 30.25

Location	Proposed Elevation (FT) NGVD29	Historic Flood Events (1993 - 2023)		
		Number of Flood Events Exceeding EL.	Max Flood Depth Above EL. (ft) 9/2/2021	Annual Chance of Exceedance*
Parking Garage Entrance	30.25	9	9.38	30%
Main Lobby Inner Door	30.25	9	9.38	30%
West Lobby Door	33.00	4	6.63	13%
Shurs Lane Door	40.65	0	0.00	<1%
Loading Ramp	41.17	0	0.00	<1%
Emergency Egress Door	42.72	0	0.00	<1%
Level 2 Finished Floor	45.50	0	0.00	<1%

*Annual chance of exceedance is calculated based on the 1993 – 2023 historic period of analysis only. The FEMA 1% flood event (100-year event) elevation is 41.40 feet NGVD29.



Building Elevations

<i>Proposed Finished Floor Elevation</i>		<i>First Floor</i>	<i>Second Floor</i>
		30.00	45.50
		Height Above/Below (FT)	
FEMA BFE (Northernwestern corner of building)	41.40	-11.40	4.10
Philadelphia DFE (BFE + 18")	42.90	-12.90	2.60
2022 NYC Building Code, Flood-Resistant Construction DFE (BFE + 2')	43.40	-13.40	2.10
2023 NJ Inland Flooding DFE (BFE + 2' + 1' Freeboard)	44.40	-14.40	1.10



URBAN CONVERSIONS



Yarn Factory Lofts - Manayunk



Water Works - Manayunk



The Glassworks - Olde Kensington



The Paper Factory - Olde Kensington



Sanctuary Lofts - Graduate Hospital



709 N 2nd Street - Northern Liberties

CBP ARCHITECTS



Lippincott - Society Hill



York Square - Old City



Reach Lofts - Fishtown



Berger Building - Old City



2110 Walnut - Rittenhouse Square



Western Union - Washington Square West



Neumann - Fishtown





4045 MAIN STREET

SUPPLEMENTAL INFORMATION

PHILADELPHIA HISTORICAL COMMISSION

JULY 12, 2024



DEVELOPMENT TEAM

URBAN CONVERSIONS

Owner
1900 Market Street, 8th Floor
Philadelphia, PA 19103



Architect
234 Market Street, 4th Floor
Philadelphia, PA 19106



Ruggiero Plante Land Design
Civil Engineer
5900 Ridge Avenue
Philadelphia, PA 19128

CONSULTANTS



Real Estate Consultants
1435 Walnut Street, 4th Floor
Philadelphia, PA 19102



Floodplain Resiliency Consultants
530 Walnut Street, Suite 998
Philadelphia, PA 19106



Land Use Planning
1520 Locust Street
Philadelphia, PA 19102



Transportation Engineering
1515 Market Street, Suite 1360
Philadelphia, PA 19102

CONTENTS

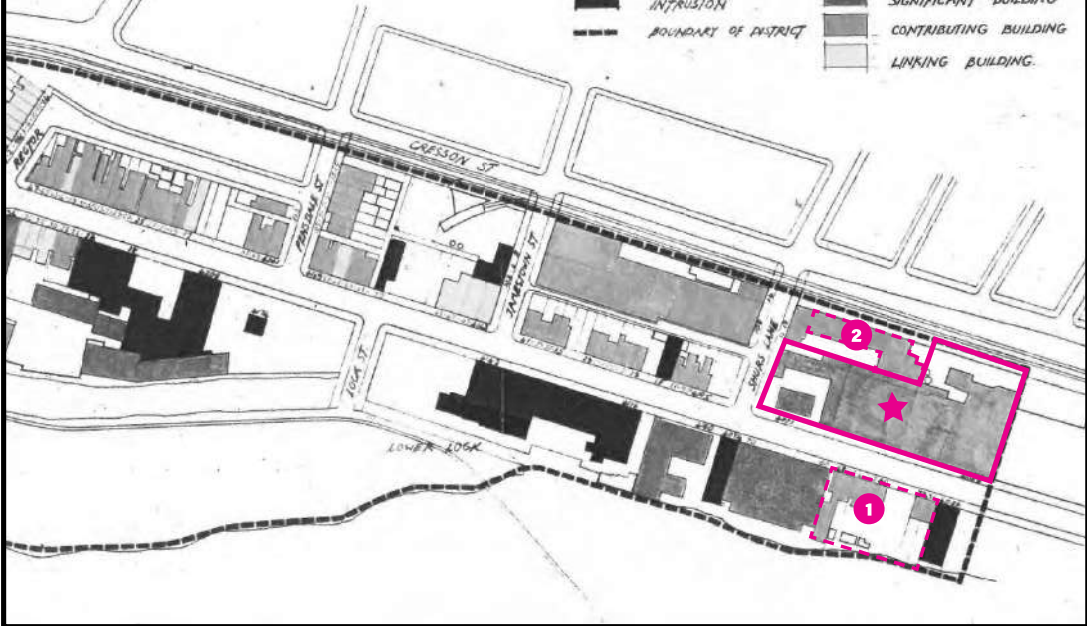
- 3 historic district
- 4 corrugated metal siding
- 5 wall sections at historic facades
- 6 wall sections
- 7 support for proposed development

**MAIN STREET, MANAYUNK
NATIONAL HISTORIC DISTRICT**

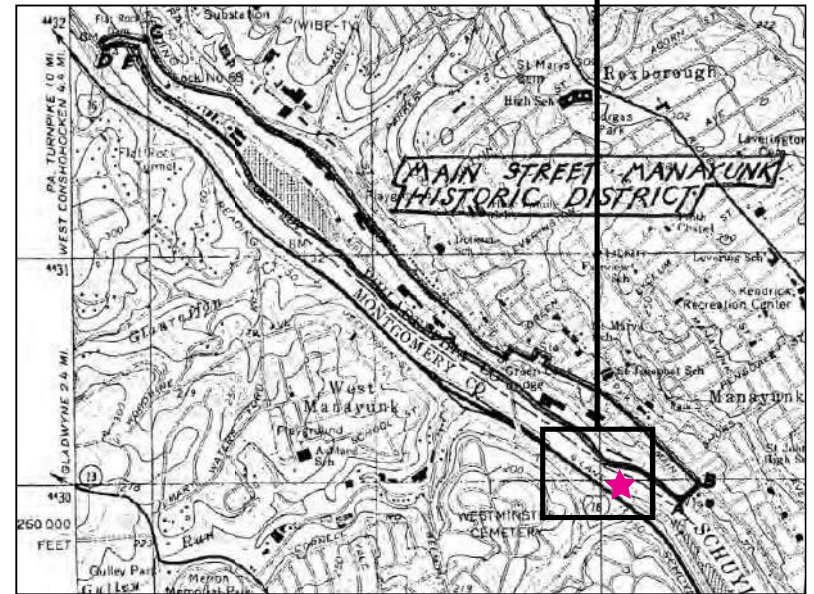


0 50 100 150 200'

- INTRUSION
- BOUNDARY OF DISTRICT
- SIGNIFICANT BUILDING
- CONTRIBUTING BUILDING
- LINKING BUILDING

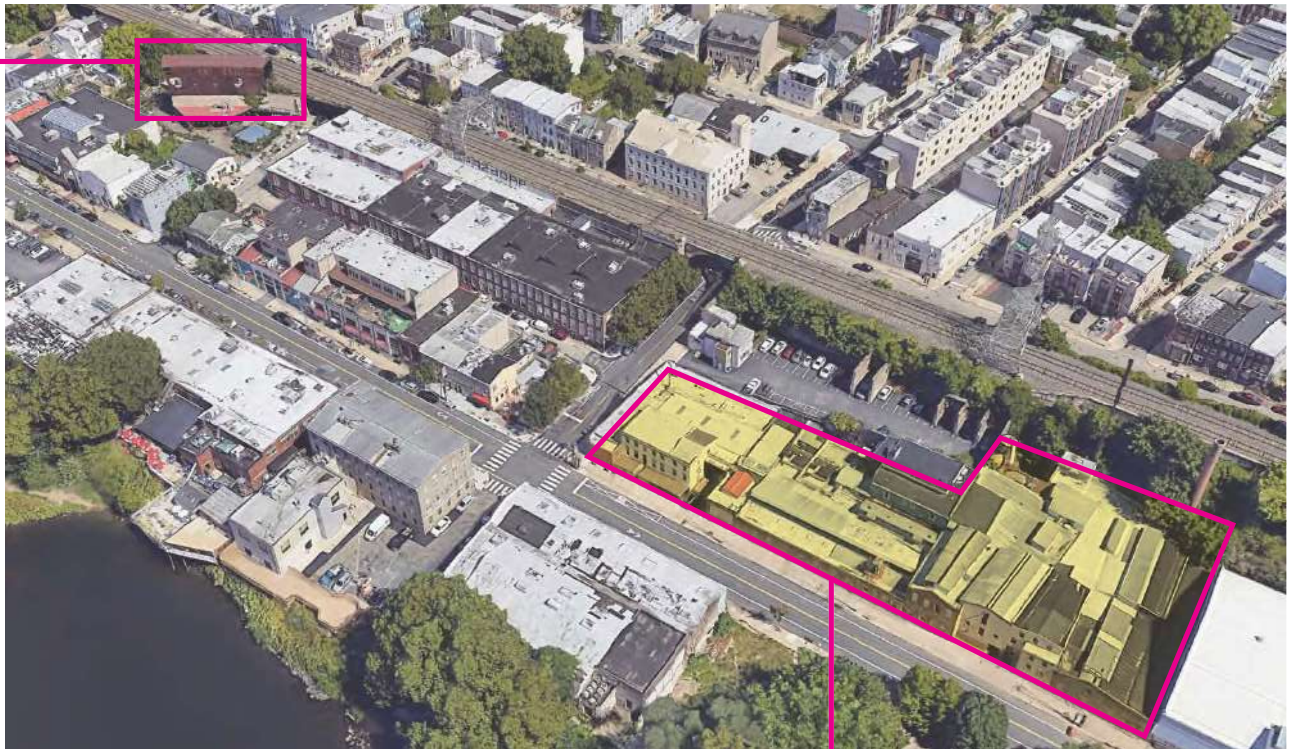


- ★ SITE
- ❶ 4028-4048 demolished due to flood damage
- ❷ Majority of 11 Shurs Lane no longer exists



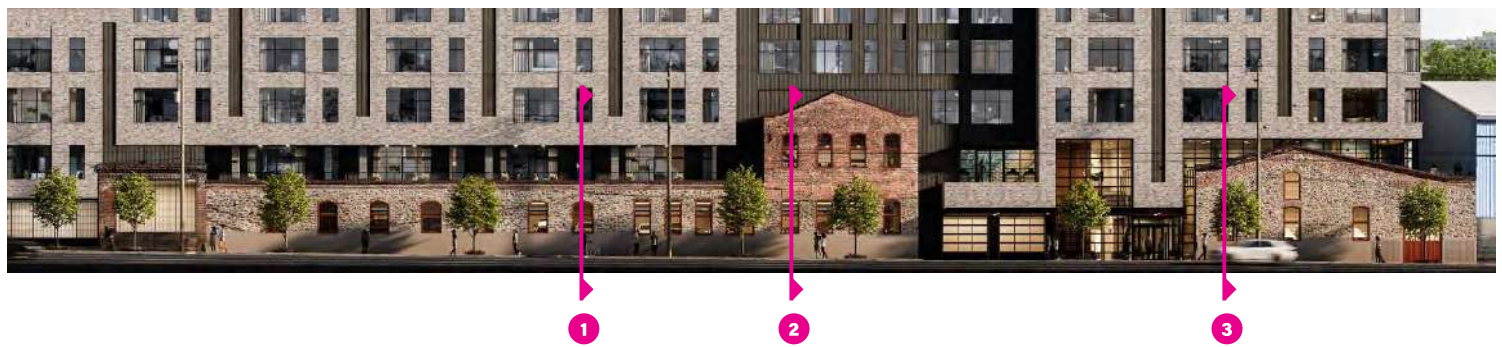
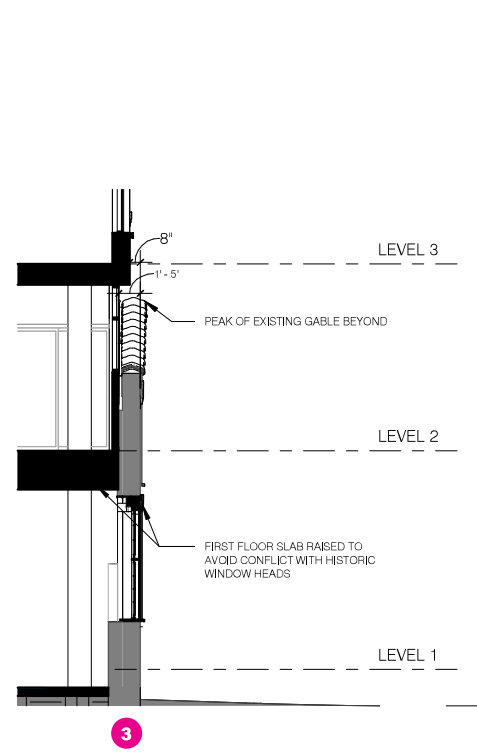
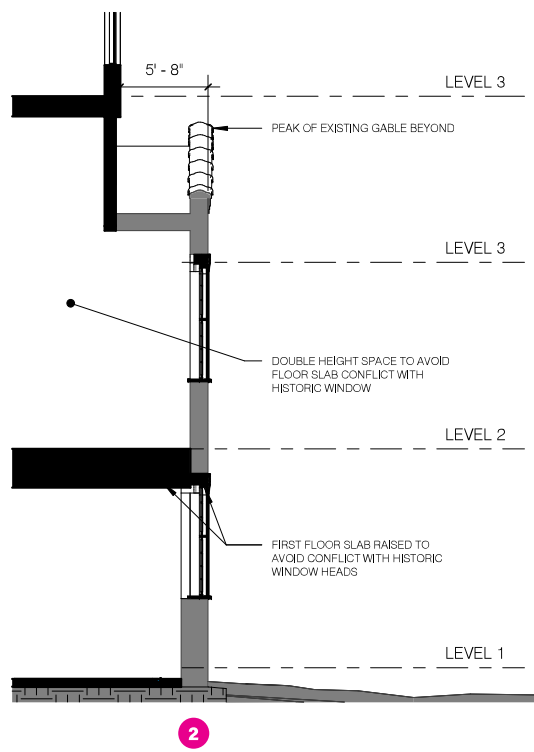
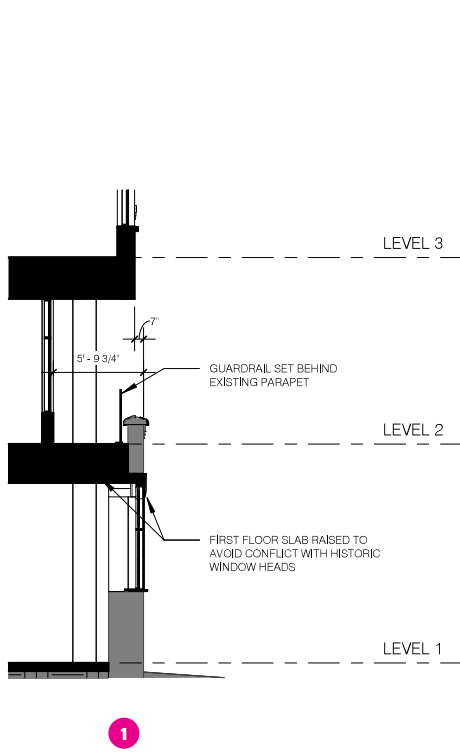


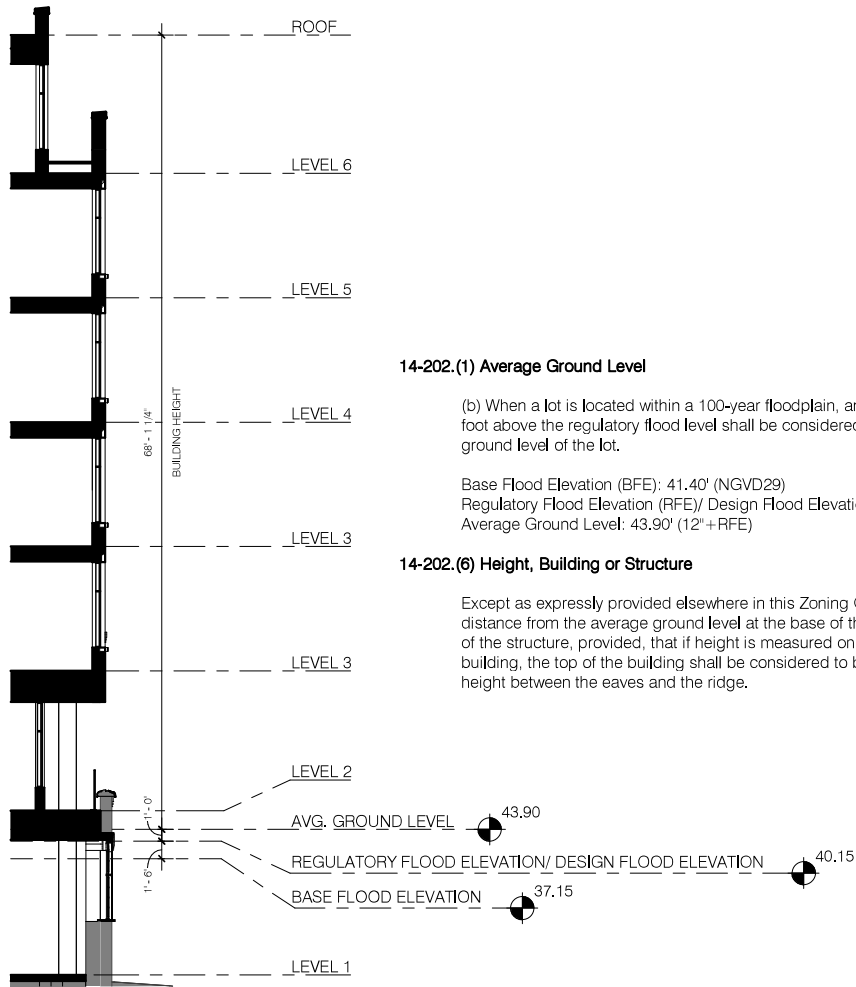
Corrugated Metal Siding at Nearby Rail Spur



Proposed Char Brown Corrugated Metal Siding (BOD ATAS)







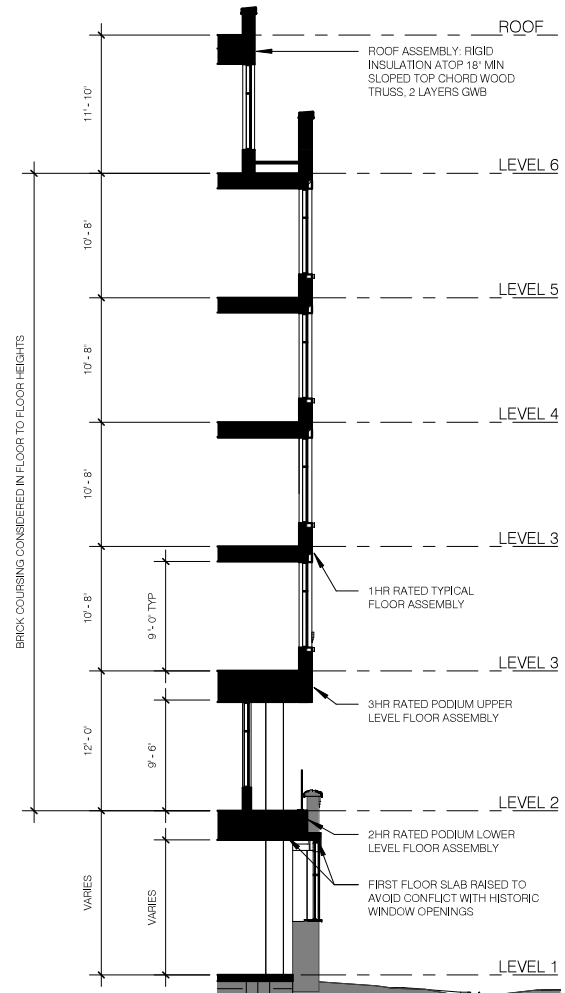
14-202.(1) Average Ground Level

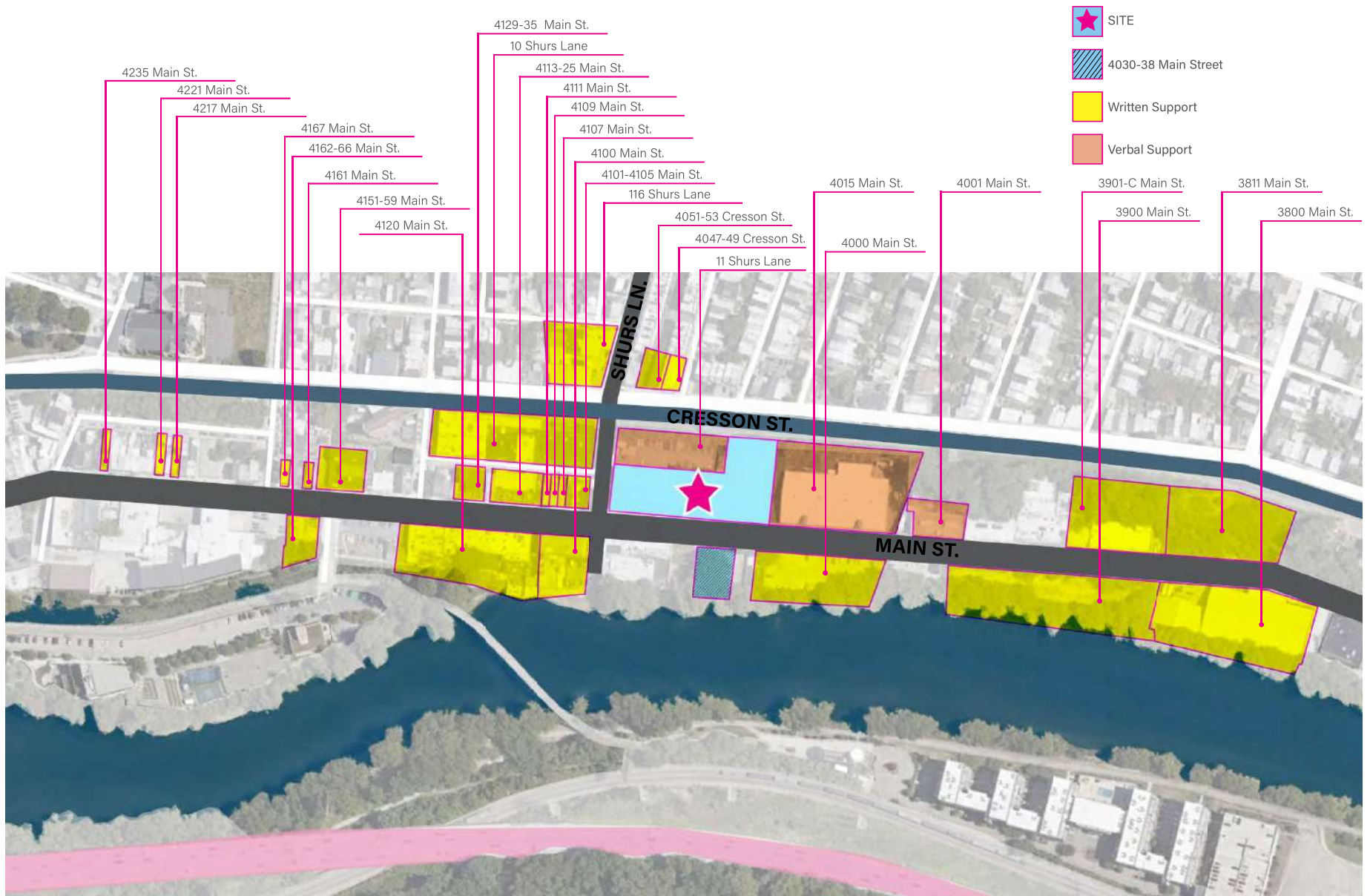
(b) When a lot is located within a 100-year floodplain, any point located one foot above the regulatory flood level shall be considered to be at the average ground level of the lot.

Base Flood Elevation (BFE): 41.40' (NGVD29)
 Regulatory Flood Elevation (RFE)/ Design Flood Elevation: 42.90 (18"+BFE)
 Average Ground Level: 43.90' (12"+RFE)

14-202.(6) Height, Building or Structure

Except as expressly provided elsewhere in this Zoning Code, the vertical distance from the average ground level at the base of the structure to the top of the structure, provided, that if height is measured on a gable wall of a building, the top of the building shall be considered to be the midpoint height between the eaves and the ridge.





Memorandum

To: Adam Laver, Blank Rome LLP

From: Peter Angelides, Econsult Solutions, Inc.

Date: July 9, 2024

RE: Economic / Financial Forces Influencing Scale at 4505 Main Street – Supplement to May 2, 2024 Report

1 Introduction

This report is an extension and update of my May 2, 2024 report on the economic and financial forces at play in the development of a multifamily building at 4045-61 Main Street. In that report I addressed the basic economics of development and their application to the subject property. In summary, I noted:

Revenue / Income

At the scale proposed for 4045 Main Street, additional units will increase Net Operating Income (“NOI”), which means a greater ability to service debt and hence borrow more to cover upfront costs compared to fewer units.

Development Costs

The site presents several challenges which increase costs relative to what they could be on a less difficult site. These additional costs include:

- The need for a two-story concrete podium to achieve close to a 1:1 parking ratio;
- The costs to relocate an existing storm sewer that runs underneath the property;
- The costs to brace and repair much of the existing façade to Philadelphia Historical Commission (“Commission”) standards. The façade will be incorporated into the new building;
- Design inefficiencies arising from the preservation of the façade; and
- Several other minor considerations.

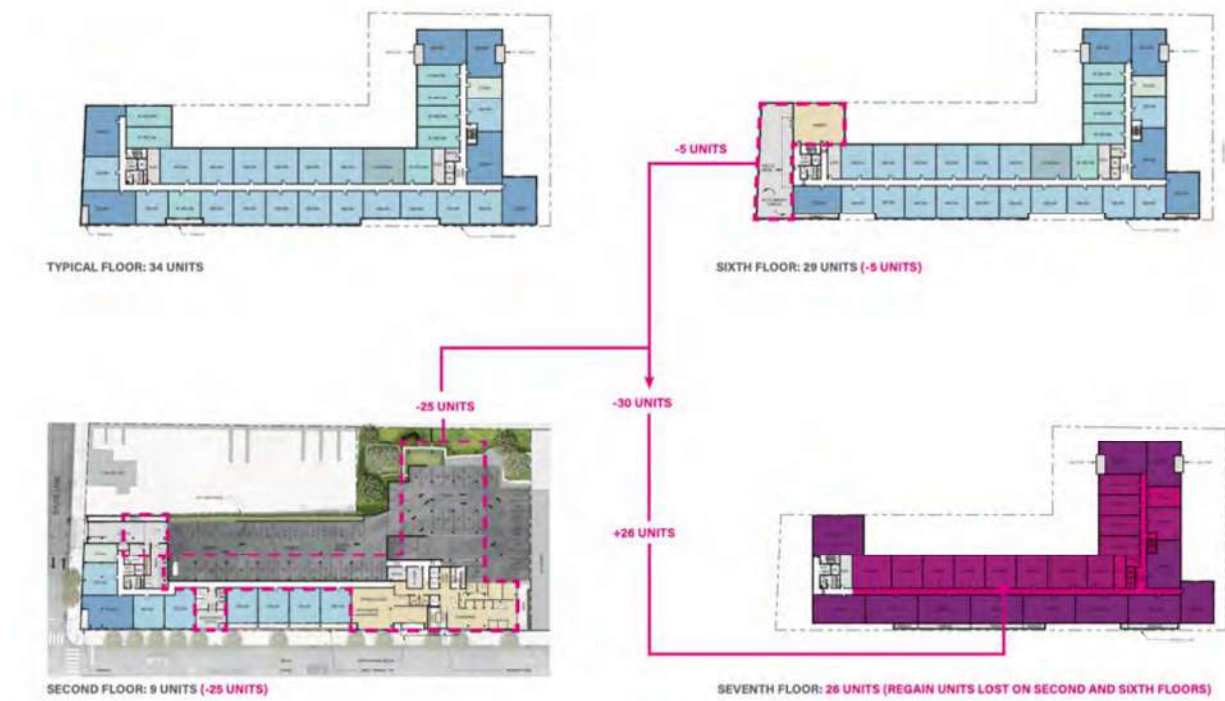
Subsequent to the Commission’s finding of a financial hardship on May 10, 2024, the development team revised its proposal and presented revised plans to the Architectural Committee on May 7, 2024. During the Architectural Committee and Commission hearings, additional questions regarding the revised proposal were asked. This memo provides additional information to address some of these questions.

RE: Economic / Financial forces influencing scale at 4505 Main Street – Supplement to May 2, 2024 Report
 Date: July 9, 2024

2 The Revised Plan

The revised plan reduces the proposed number of units from 167 units to 162 units. The reduction comes from reducing the size of the 6th floor, eliminating the westernmost five units on that floor.

Unit layout in the revised proposal



3 Additional Issues

This section addresses questions posed at the most recent Architectural Committee meeting.

130 Units vs 162 units

Is the project viable with about 130 units instead of 162 units? Because a typical floor has 34 units, the question implicitly asks whether the project’s height can be reduced by one floor.

The profitability of development does not increase linearly as the number of units increases. Rather, as the number of units changes, the design of the building changes, and there are often ‘lumpy’ expenses that become necessary when the development reaches a certain size, and which affect development costs significantly. In this project, a large incremental cost is the second-floor concrete podium. The ground floor can accommodate only 97 parking spaces, so additional parking spaces require a second level of concrete. The developer has pledged to construct parking at approximately a 1:1 ratio, so a 130 unit building still needs the second level of parking. Reducing the unit count from 162 to 130 will therefore decrease revenue significantly, by eliminating the most desirable units (on the 7th floor) and hence the

RE: Economic / Financial forces influencing scale at 4505 Main Street – Supplement to May 2, 2024 Report
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greatest revenue generators. However, this significant reduction in revenue potential is not matched by a decrease in costs. The fixed costs of site preparation, entitlements, and concrete construction remain approximately the same, and the only cost saving comes from not having to build the 7th floor. The resulting project would be two stories of concrete and four additional stories of wood frame. The economics of a “four over two” building in Philadelphia are not favorable. I am not aware of a recently built multifamily project that has two levels of concrete and only four levels of stick construction.

Dedicated Parking Structure

Is it possible to build a dedicated multi-level garage at the rear of the property, so the residential portion can be shorter? There are several problems with this approach. The current design takes advantage of the structural strength needed for a parking structure to provide the foundation for the residential units. A dedicated parking garage would have a wasted top level and would not support anything. Further, the layout of a tall garage with a small footprint would likely be inefficient, since the site is tightly constrained. This inefficiency would increase costs. A garage would also force a reconfiguration of the residential portion of the property, and likely decrease its efficiency.

Further, as discussed in my May 2 report, structured parking is expensive relative to revenue for accessory parking. Table 1 below also appeared in that report and shows that constructing a space adds more construction cost than it adds value based on the parking revenue.

Table 1 – Value of a Parking Space

Item		Value
Monthly Rent		\$150
Annual Rent		\$1,800
Vacancy	5%	-\$90
Operating Expenses		-\$400
Net revenue		\$1,310
Capitalization Rate		10%
Value of Space		\$13,100
Cost to Create Space		\$40,000
Gain / Loss		-\$26,900

Mixed Use

Can the building be mixed use? The building cannot easily be mixed use. The two potential uses other than residential are retail and office. Retail at this site is very problematic because of the floodplain, as discussed in the hardship analysis. Indeed, any occupied space on the ground floor risks destruction in a flood. Retail not on the ground floor is not viable in most markets, including Manayunk.

The only other potential use for an occupied structure is office space. However, the office market is strained, and new speculative office space is not being built even in areas with significant concentrations of office, which Manayunk does not have. It is not clear office space could receive financing, and hence would burden the development project.

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Are there other uses? The parcel is currently zoned I-2, which permits as-of-right uses such as auto repair, self-storage, and warehouses. All of these uses are challenged by the floodplain, so it is not clear whether any of these uses are viable. These uses are not compatible with the historic district. The zoning does permit a surface parking lot, and this use is not impacted by the floodplain.

Additional Considerations

In addition to the site and project specific considerations discussed in this memo, this project has impacts on the overall neighborhood.

- The new residents living in the project will increase the overall population of Manayunk, adding foot traffic and new customers for the commercial corridor on Main Street.
- New construction has two effects on neighborhood pricing. The project improves the neighborhood by removing a blighting influence and adding economic activity, which overall increases demand for the neighborhood and hence housing prices. The new units also increase the supply of housing, which puts downward pressure on prices. The economic literature indicates that the supply side effects are generally larger than the demand side effects, which means that at the margin, the project will likely both increase the quality of the neighborhood and decrease pricing.

4 Conclusion

Any project at 4045-61 Main Street must account for significant constraints on what is achievable. The floodplain severely restricts potential uses. The need to account for the floodplain and the desire for historic preservation and a high parking ratio together imply that any feasible project will have significant scale. The project as proposed accounts for these constraints. Reducing the scale of the project or reconfiguring it to be less efficient will reduce or eliminate its ability to achieve financial viability.



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To: Andrew Zakroff, Urban Conversions
From: AKRF, Inc.
Date: June 12, 2024
Re: 4045-61 Main Street, Philadelphia, PA
Flood Resiliency Design Review

EXECUTIVE SUMMARY

AKRF was contracted to provide a flood resiliency review of the development proposed at 4045-61 Main Street (the "Site"). The Site is located in a Special Flood Hazard Area (SFHA) with a base flood elevation (BFE) of 41.40 feet NGVD29 (National Geodetic Vertical Datum of 1929) and a design flood elevation (DFE) of 42.90 feet NGVD29 (BFE + 18-inches, per City of Philadelphia Code). AKRF conducted an analysis of the proposed architectural plans based on Philadelphia Zoning Code, American Society of Civil Engineers (ASCE) Flood Resistant Design and Construction standards, and Federal Emergency Management Agency (FEMA) technical guidance. Finished floor elevations, wet floodproofing measures, mechanical equipment locations, and building access were reviewed. The following flood resiliency measures have been incorporated:

- Finished floor elevations for residential units are 2.60 feet higher than the DFE requirement, further reducing risk of flooding in these areas.
- Finished floor elevations exceed stringent regional regulations, including the 2022 New York City Building Code, Flood-Resistant Construction and 2023 New Jersey Inland Flooding Rules.
- Openings for wet floodproofing will meet and/or exceed ASCE 24-14 standards for engineered openings and applicable Philadelphia Zoning Code requirements.
- Flood damage-resistant materials will be used in wet floodproofed spaces.
- Mechanical equipment will be located at or above the DFE wherever feasible.
- Elevators will remain at rest on the second floor, above the DFE.
- Building egress provides multiple routes, including designated emergency egress at the highest elevation feasible. Emergency exits provide direct access to higher ground.
- A green roof and stormwater planter will mitigate stormwater runoff.

- A flood evacuation plan will be developed for building operations.

A review of historic floods at this location was also performed. Based on this assessment, the proposed emergency egress routes and residential units would not have experienced flooding in the past 30 years. The proposed flood resiliency measures will mitigate risks to future tenants. As the design progresses, applicable FEMA technical guidance will be consulted.

INTRODUCTION

AKRF was contracted to provide a review of the proposed flood resiliency measures incorporated into the proposed building design for 4045-61 Main Street in Philadelphia. The development includes the construction of a 7-story residential building with two levels of parking, a coworking space, a fitness center, rooftop amenities, and supporting maintenance facilities. Portions of the existing structure's historic façade will be seamlessly incorporated into the new development.

The following review was conducted using existing conditions shown in Ruggiero Plante Land Design's "ATLA/NSPS Land Title Survey for 4045-61 Main Street and 4030-38 Main Street", dated November 17, 2023, and proposed conditions shown in CBP Architects' 4045 Main Street Zoning Plans, dated March 11, 2024. All elevations herein are on the NGVD29 vertical datum. AKRF acknowledges that materials, mechanical, electrical and plumbing plans, and other details are not represented in the March 2024 architectural plans. Review of related elements is therefore based on provided plans and discussions with CBP Architects and the project developer, Urban Conversions.

Regulations and technical documents referenced for this review include various FEMA technical guidance manuals, Philadelphia Zoning Code, and ASCE 24-14: Flood Resistant Design and Construction.

REGULATORY FLOOD ELEVATIONS

A. Design Flood Elevations:

Flood regulations are based on the 100-year storm event (1-percent annual probability) elevation at a location, as identified by FEMA. The 100-year storm event elevation, or base flood elevation, is determined by the Flood Insurance Study (FIS) for a waterway. In the case of the 4045-61 Main Street property, the FIS for the Schuylkill River was used to determine the base flood elevation (FEMA 2015). The northwest building corner, or upstream-most building corner, is approximately 445 feet downstream from Cross Section T along the Schuylkill River (shown in Figure 1 below). Given this distance, the elevation for the base flood is 41.40 ft NGVD29. The design flood elevation (DFE) requirement for the City of Philadelphia is 18 inches above the base flood elevation, or 42.90 ft NGVD29. This elevation is more conservative than ASCE 24-14 requirements for Class 2 Structures, which requires the DFE to be one foot above the base flood elevation.

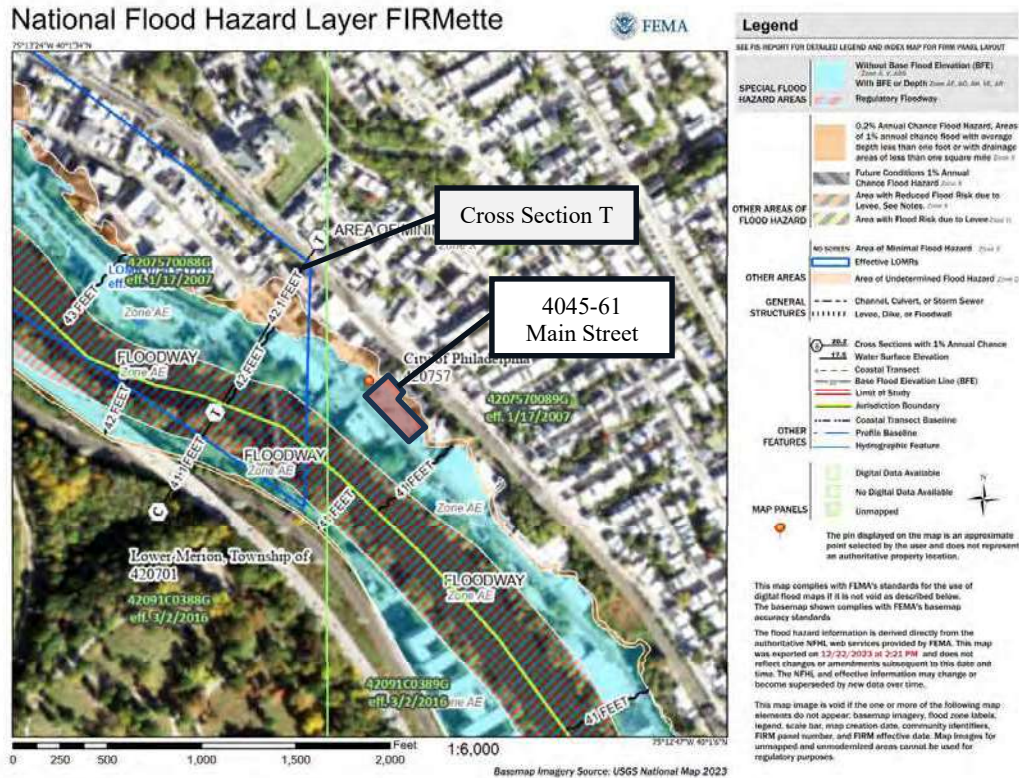


Figure 1: FEMA FIRMette Map of project Site.

B. Philadelphia Development Regulations within a Special Flood Hazard Area

The proposed project is required to meet flood development regulations outlined in the Philadelphia Zoning Code unless a variance is received. The Code requires that the finished floor of any residential structure be set at or above the DFE. Fully enclosed spaces below the DFE must be *wet floodproofed* (constructed with FLOODWAY damage-resistant materials and designed to intentionally allow entry and exit of floodwaters) (ASCE, 2015). The Philadelphia Zoning Code requires a minimum of two openings which must be a maximum of one foot above surrounding grade.

In addition to the above regulations, all mechanical equipment including air ducts, air conditioning systems, utilities, large pipes, storage tanks, and other similar objects or components must be located above the DFE.

As part of the zoning and building permit processes, Philadelphia's Department of Licenses and Inspection (L&I) requires applicants with projects in a Special Flood Hazard Area with estimated costs above \$50,000 to attend a scoping meeting. The scoping meeting reviews applicable regulations and assigns a L&I plans examiner for the project. The scoping meeting for this project was held on January 2, 2024. A copy of the Flood Protection Form – Project Summary (FP-PS) from this meeting is included as Attachment A.

REVIEW OF PROPOSED RESILIENCY MEASURES

Flood resiliency measures incorporated into the building design include:

- A. Elevated finished floor
- B. Wet floodproofing
- C. Elevated mechanical equipment
- D. Building access / Emergency egress

Additional measures including stormwater management and evacuation planning were also considered. The following sections describe these measures and compare the design elements to applicable flood regulations and technical guidance.

A. Elevated Finished Floor

The elevation of the lowest residential units must be at or above the DFE. The design proposes a finished floor elevation of 45.50 for these spaces, 2.60 feet above the DFE.



Figure 2: Elevation view of west building (per CBP Architects 6/06/24 plans) with key flood and building elevations

The lowest residential unit finished floor elevation was also compared to finished floor elevation requirements for New Jersey and New York, which have implemented flood regulations above and beyond ASCE 24-14 and FEMA technical guidance. The proposed finished floor elevation exceeds these more conservative regulations, as shown in Table 1:

Table 1: Finished Floor Elevations and Flood Regulatory Elevations				
<i>Proposed Finished Floor Elevation</i>		<i>First Floor</i>		<i>Second Floor</i>
		30.00		45.50
		Height Above/Below (FT)		
	FEMA BFE	41.40	-11.40	4.10
	Philadelphia DFE (BFE + 18")	42.90	-12.90	2.60
	2022 NYC Building Code, Flood-Resistant Construction DFE (BFE + 2')	43.40	-13.40	2.10
	2023 NJ Inland Flooding DFE (BFE + 2' + 1' Freeboard)	44.40	-14.40	1.10

The proposed design provides additional distance between these regulatory flood elevations, which will reduce the risk of flooding in residential units.

B. Wet Floodproofing

The proposed residential building provides wet floodproofing for all enclosed spaces below the DFE. This includes the entirety of the first floor and within the loading ramp and emergency egress stairwell on the second floor. Wet floodproofing measures include vents and flood damage resistant materials.

Flood Vents (Engineered Openings)

The building design includes flood vents along Main Street and within the building's interior walls to relieve hydrostatic pressure. The proposed flood vents, as manufactured by Smart Vent Products, Inc., are engineered openings and are certified by the International Code Council's Evaluation Service for 200 square feet of enclosed space coverage per vent unit. Per the flood vents' ICC-ES Evaluation Report, the product meets standards outlined in ASCE 24-14 Sections 2.7.2 and 2.7.3 for engineered openings (ICC-ES 2023).

A minimum of two openings are used for each enclosed space and vents will be positioned a maximum of 1-foot above finished grade, meeting Philadelphia Zoning Code requirements for minimum number of openings and vent position. The proposed vent quantity will be sufficient to meet ASCE 24-14 minimum net area standards for engineered openings. As the design advances, FEMA Technical Bulletin 1, Openings in Foundation Walls and Walls of Enclosures, should be consulted.

Flood Damage Resistant Materials

ASCE 24-14 requires that the flood damage-resistant materials be used below the DFE, including ramps, stairwells, and doors. Materials that should be designed for exposure to floodwaters include but are not limited to metal connectors and fasteners, concrete, structural steel, masonry, wood, and both interior and exterior finishes. Specifications for these materials can be found in FEMA Technical Bulletin 2 (2008).

While the Zoning Plans reviewed for this report do not specify materials, AKRF understands that CBP Architects intends to specify compliant materials for the first floor of the building and within

the emergency egress stairwell and vehicular loading ramp on the second floor. AKRF also advises the use of corrosion resistant materials due to the potential for corrosive materials in transported by riverine floodwaters.

Key Takeaways

The proposed vents will meet ASCE 24-14 requirements for engineered flood openings and meet Philadelphia Zoning Code requirements for minimum openings and maximum height above finished grade. Flood damage-resistant materials will meet applicable specifications in ASCE 24-14 and FEMA Technical Bulletin 2.

C. Elevated Mechanical Equipment

Per ASCE 24-14, utilities for Class 2 structures should be located at or above the DFE. Mechanical equipment is located above the DFE wherever feasible:

- Most HVAC condensers will be roof-mounted, and the remainder will be suspended from the parking garage ceiling, above 45.50.
- Electric car charging stations are located in the second-floor parking garage at elevation 48.50.
- Mechanical equipment rooms are located on the second floor.

Should equipment servicing the building entrances be necessary at a lower elevation than the DFE to provide air circulation and other necessary services, equipment will be designed to resist flood loads and prevent water from entering components (FEMA 2019).

Per ASCE 24-14, elevators shall be located above the DFE. If an elevator can descend to elevations below the DFE, the elevator will need to be equipped with controls that do not allow it to move below the DFE. The proposed elevator will remain at rest at the second story of the building or higher, above the DFE. AKRF recommends the elevator be equipped with the controls outlined in ASCE 24-14 to prevent descent to the first floor during a flood. As the design moves forward, elevators should meet standards outlined in FEMA Technical Bulletin 4, Elevator Installation.

Key Takeaways

Mechanical equipment will be elevated in accordance with Philadelphia Zoning Code wherever feasible. Mechanical rooms will be located 2.60 feet higher than the DFE. All equipment will comply with FEMA technical guidance and ASCE 24-14 Standards for areas below the DFE.

D. Building Access and Emergency Egress

Safe egress from the building during a flood event is a key element to resilient design. The building has the advantage of a sloped frontage, with 13.24 feet of grade change from the southern building corner on Main Street to the northeastern corner on Shurs Lane. Along this building face, the design proposes four pedestrian and two vehicular access points. This elevation difference allows for egress from the first and second story of the building.

Dry Conditions Buildings Access

Two pedestrian entrances and one vehicular entrance are located along Main Street and access the first floor of the building. The slope along the building's frontage results in a higher elevation for the west lobby (Elev 33.00) than the main lobby (Elev. 30.25). The vehicular entrance provides entrance and exit from the first-floor garage onto Main Street. In dry conditions, these will be the primary access points. In smaller flood events, the west lobby may remain operational while the main lobby is inundated.

Residents entering the building from the first level can access the building's second floor via elevator and staircase located in the main lobby, the elevator in the west lobby, or the vehicular ramp to the second-floor parking garage.

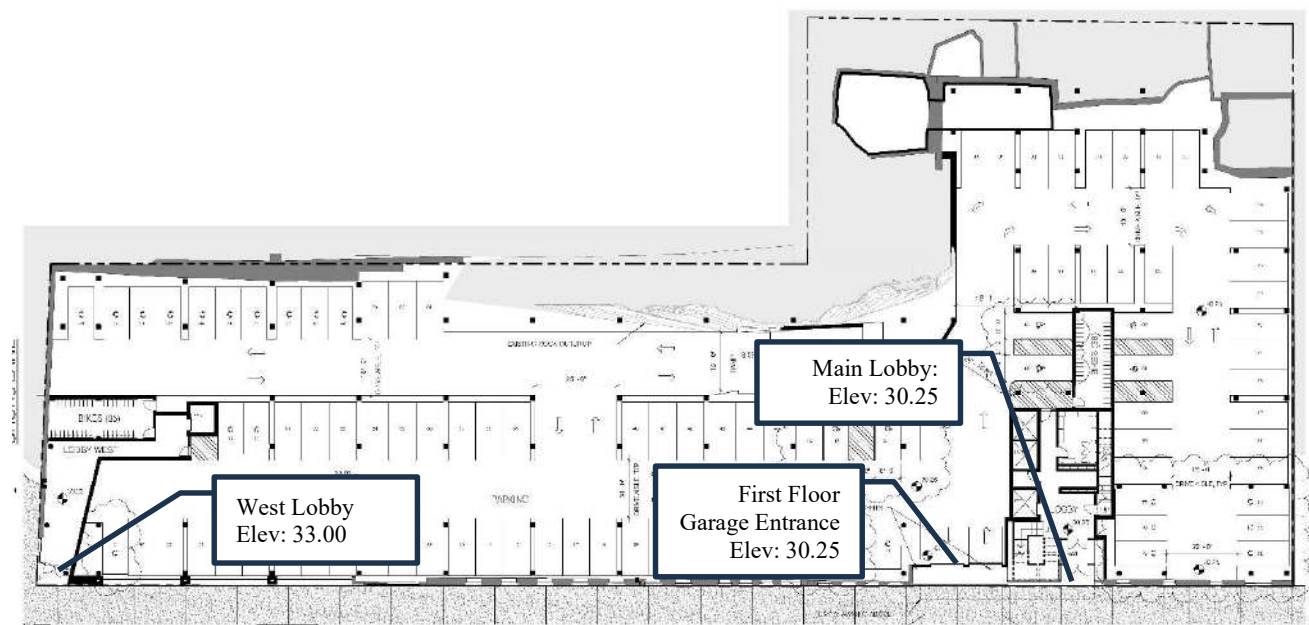


Figure 3: First floor building access points (per CBP Architect 6/06/24 plans)

Emergency Access

Emergency egress routes from the building connect residential spaces to Shurs Lane. Shurs Lane abuts the northern face of the building and has an elevation of 42.80 at the building's northeastern corner. Residents exiting from the third floor or higher may use the stairwell which meets Shurs Lane at 42.72. Second floor residents can exit the building via a second access point along Shurs Lane at 40.95. This route is an Americans with Disabilities Act (ADA) accessible route and may also be used by residents exiting the second-floor elevators.

The second-floor vehicular access is dedicated to loading during dry conditions. However, in the event of a flood, this loading entrance will become the designated vehicular emergency exit, meeting Shurs Lane at 42.30.

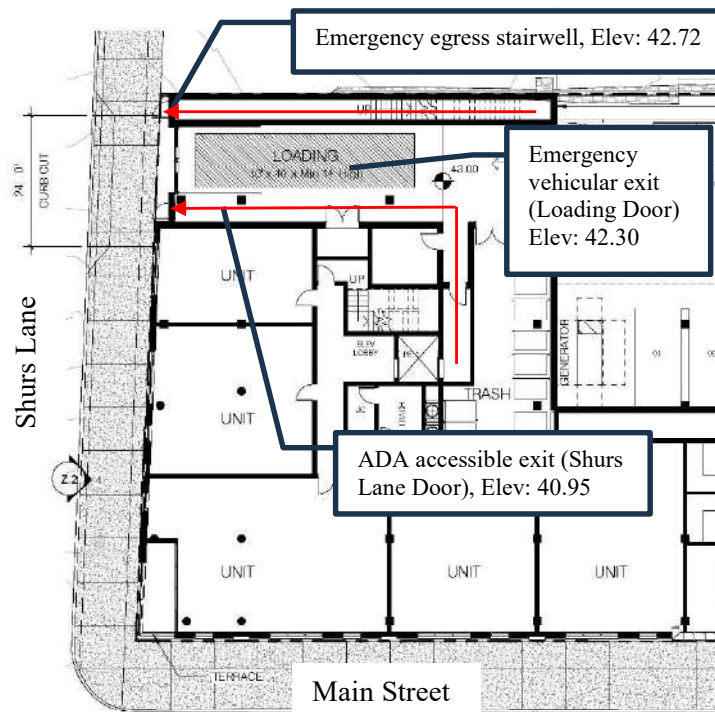


Figure 4: Second floor building access points (per CBP Architect 6/06/24 plans)

The plan for emergency egress provides exit routes at the highest feasible elevations. The emergency stairwell will include a vent and flood damage resistant materials to reduce hydrostatic pressure and reduce damages in an extreme flood event, meeting ASCE 24-14 standards for building access below the DFE. Residents using the emergency exit can travel directly uphill on Shurs Lane to higher ground.

Key Takeaways

The building provides multiple egress routes including an emergency exit at the highest feasible elevation, an alternative vehicular exit, and an ADA accessible emergency exit. Access points below the DFE will be wet floodproofed in accordance with ASCE 24-14.

D. Additional Measures

The proposed development will incorporate additional flood resilient measures including stormwater management and a flood evacuation procedure.

The project will include a green roof and stormwater planter to reduce runoff contributing to flooding. These elements have received Conceptual Approval by the Philadelphia Water Department on December 5, 2023.

Through discussions with the Design Team, AKRF understands that a flood evacuation plan will be developed for site operations. The Team is in the process of identifying alternative parking facilities for vehicle relocation and plans to develop procedures that the operator and residents can consult. AKRF recommends that the plan reflect guidance in FEMA P-2037, Flood Mitigation

Measures for Multi-Family Buildings, including designating responsible personnel, communicating vehicle and resident evacuation times, and pre-event contracts for relocation and recovery assistance. Planning should utilize resources provided by the Philadelphia Office of Emergency Management.

HISTORIC FLOODING

Historic flooding events at 4045-61 Main Street were reviewed to better understand flood risks for the development. Historic river crest and discharge data was collected from the United States Geological Survey (USGS) 01474500 Schuylkill River gage, located approximately five miles downstream of the Site. The gage data was used to identify significant flood events from 1993 to 2023.



Figure 5: Highwater mark within the building for Hurricane Floyd (1999).



Figure 6: Highwater mark within the building for Hurricane Ida (2021).

A relationship between the river crest elevations and flood elevations at the Site was developed utilizing on-site high water marks for Hurricanes Floyd and Ida (Figures 5 and 6) and the previous owner's records of drainage system surcharge observations. High water mark elevations were surveyed relative to survey elevations documented by Ruggiero Plante Land Design in 2023. Figure 7 plots the relationship between river crest elevation and Site flood elevations. A linear fit was applied to the plot.

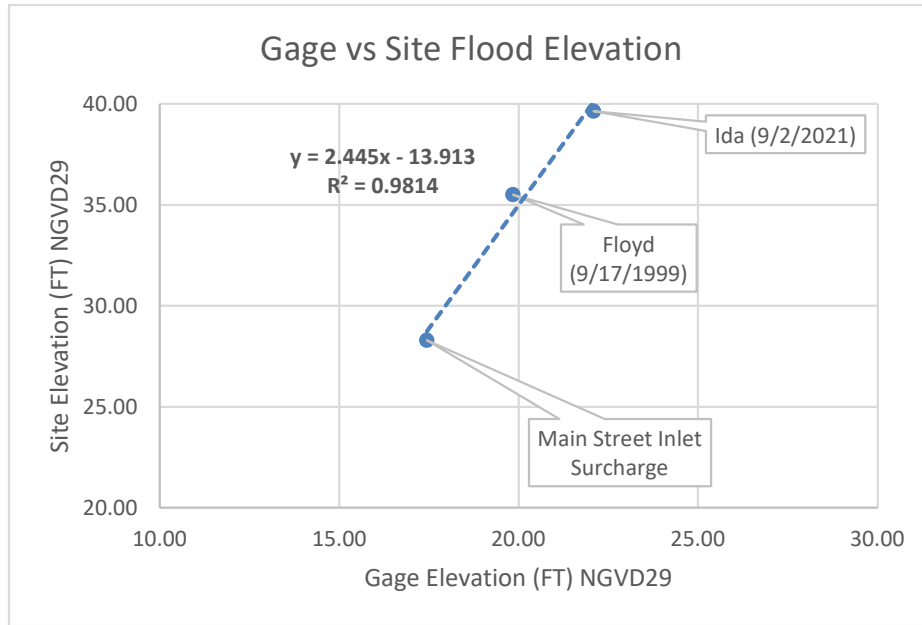


Figure 7: Flood elevation relationship between Site flood elevations and river crests measured at USGS 01474500 Schuylkill River gage.

The linear fit line was then used to estimate Site flooding elevations for the significant flood events identified between 1993 and 2023. Hurricane Ida (2021) was the highest flood event on record in this period, with an on-site flood elevation of 39.63 feet NGVD29. Hurricane Floyd (1999) was the second highest, with an on-site flood elevation of 35.50 feet NGVD29. All recorded historic flood events are below the DFE for the Site. These historic flood elevations were compared to proposed elevations for building access and finished floors (See Figure 8).

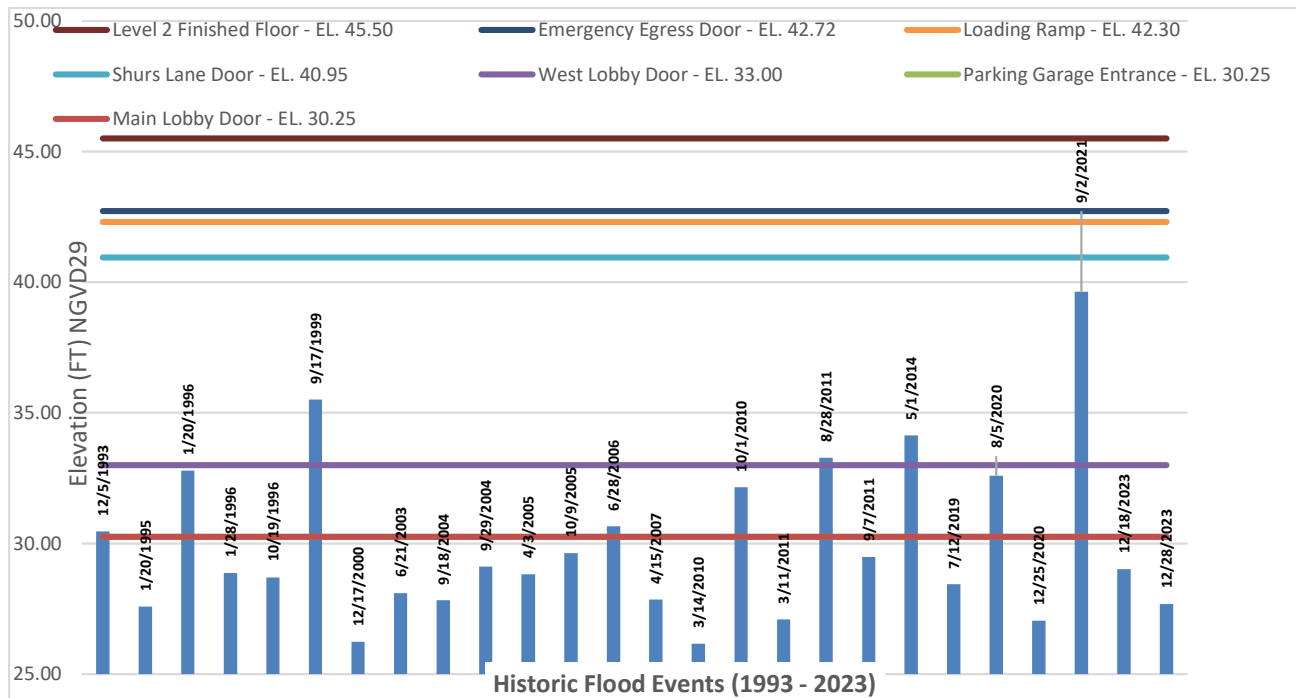


Figure 8: Approximate historic flood event elevations compared to the proposed residential building elevations.

The frequency of flood events exceeding the proposed building elevations was analyzed in Table 2. The number of years in which historic flood events over the period of analysis (1993 – 2023) would have exceeded a building elevation was used to determine the probability of annual exceedance. The Annual Chance of Exceedance indicates the probability that a building location will be flooded in any given year. The maximum flood depth above the elevation was also determined using the largest recorded event (Hurricane Ida).

Table 2: Historic Flood Elevations Compared to Proposed Building Elevations				
Location	Proposed Elevation (FT) NGVD29	Historic Flood Events (1993 - 2023)		
		Number of Flood Events Exceeding EL.	Max Flood Depth Above EL. (ft) 9/2/2021	Annual Chance of Exceedance*
Parking Garage Entrance	30.25	9	9.38	30%
Main Lobby Inner Door	30.25	9	9.38	30%
West Lobby Door	33.00	4	6.63	13%
Shurs Lane Door	40.95	0	0.00	<1%
Loading Ramp	42.30	0	0.00	<1%
Emergency Egress Door	42.72	0	0.00	<1%
Level 2 Finished Floor	45.50	0	0.00	<1%

*Annual chance of exceedance is calculated based on the 1993 – 2023 historic period of analysis only. The FEMA 1% flood event (100-year event) elevation is 41.40 feet NGVD29.

Based on the historic period of analysis, there is a 30% chance that the parking garage and main lobby inner door may flood in a given year. If this occurs, residents may exit through the West Lobby, Shurs Lane door, or emergency egress door. The Shurs Lane door (ADA-accessible emergency egress), loading ramp (emergency vehicular egress), and emergency egress stairwell would not have been impacted by flood events experienced in the past 30 years. The lowest residential units would also have remained dry.

SUMMARY

The proposed residential development, as shown in the CBP Architects Zoning Plans dated March 11, 2024, provide flood resilient design measures to mitigate flood risk in a Special Flood Hazard Area. Key takeaways from this review include:

- Finished floor elevations for residential units are 2.60 feet higher than the DFE, further reducing risk of flooding in these areas.
- Finished floor elevations exceed stringent regional regulations, including the 2022 New York City Building Code, Flood-Resistant Construction and 2023 New Jersey Inland Flooding Rules.
- Openings for wet floodproofing will meet and/or exceed ASCE 24-14 standards for engineered openings and applicable Philadelphia Zoning Code requirements.
- Flood damage-resistant materials will be used in wet floodproofed spaces.
- Mechanical equipment will be located at or above the DFE wherever feasible.
- Elevators will remain at rest on the second floor, above the DFE.
- Building egress provides multiple routes including designated emergency egress at the highest elevation feasible. Emergency exits provide direct access to higher ground.
- A green roof and stormwater planter will mitigate stormwater runoff.
- A flood evacuation plan will be developed for building operations.
- Based upon estimated historic flood elevations at the Site, emergency egress routes and residential units would not have experienced flooding in the past 30 years.

Given the regulatory and historic flood elevations at this property, the probability of exceeding the residential finished floor is low. The proposed develop will minimize risk to residents through elevated residential spaces, emergency egress, and protection of mechanical facilities. AKRF recommends that the detailed design continue to meet Philadelphia Zoning Code, FEMA technical guidance, and ASCE 24-14 standards.

REFERENCES:

1. (ASCE) American Society of Civil Engineers. (2015). "ASCE 24-14 Flood Resistant Design and Construction". Published by American Society of Civil Engineers, ISBN 978-0-7844-1379-1.
2. (FEMA) Federal Emergency Management Agency. (2015). "Flood Insurance Study: City of Philadelphia, Pennsylvania, Philadelphia County." Flood Insurance Study Number 420757V000B.
3. (FEMA) Federal Emergency Management Agency. (2019). "FEMA P-2037 Flood Mitigation Measures for Multi-Family Buildings".
4. Philadelphia Charter Commission. (2024). "The Philadelphia Code." Published by American Legal Publishing.
5. Ruggiero Plante Land Design. (2023). "ATLA/NSPS Land Tittle Survey for 4045-61 Main Street and 4030-38 Main Street."
6. (FEMA) Federal Emergency Management Agency. (2020). "Technical Bulletin 1, Openings in Foundation Walls and Walls of Enclosures."
7. (FEMA) Federal Emergency Management Agency. (2008). "Technical Bulletin 2, Flood Damage-Resistant Materials Requirements."
8. (FEMA) Federal Emergency Management Agency. (2019). "Technical Bulletin 4, Elevator Installation."
9. (FEMA) Federal Emergency Management Agency. (2022). "Technical Bulletin 7, Wet Floodproofing Requirements and Limitations."
10. (ICC-ES) International Code Council's Evaluation Service. (2023). "Smart Vent Automatic Flood Vents: Models #1540-520; #1540-521; #1540-570; #1540-574; #1540-524; #1540-414; Flood Vent Sealing Kit #1540-526." *ICC-ES Evaluation Report, ESR-2074.*

ATTACHMENT A: Flood Protection Form- Project Summary (FP-PS)

Flood Protection Scoping Meeting

Flood Protection Form- Project Summary (FP-PS)

A scoping meeting is required for all qualifying projects that are located in a Special Flood Hazard Area (SFHA). This form will serve as a record of a successful completion of the scoping meeting process.

The applicant must submit a copy of this form with the Building Permit application.

Property Information

Address 4045 Main Street

Applicant Information

Name Dennis Kurek

Email dennis@ruggiero.plante.com

Phone (267) 253-4693

Meeting Attendees

Name	Email Address
Dennis Kurek	dennis@ruggiero.plante.com
Kevin M. Flynn	kflynn@akrf.com
Aaron Miller	amiller@cbparchitects.com
Andrew Zakroff	Andrew@urbanconversions.com

Project Scope

Demo of existing structures (some facades to remain), 7 story multifamily building proposed, 167 residential units, 160 parking spaces.

General Floodplain Information

Flood Risk Zone (proposed development that touches any of these Zones) – select all that apply	
<input type="checkbox"/> A Zone	<input type="checkbox"/> AE/Floodway
<input checked="" type="checkbox"/> AE Zone	<input type="checkbox"/> FEMA Mapped 0.2% or X

Type of Work

<input checked="" type="checkbox"/> New building <input type="checkbox"/> Addition <input type="checkbox"/> Renovation/alteration <input checked="" type="checkbox"/> Earth Work <input checked="" type="checkbox"/> Retaining Wall <input checked="" type="checkbox"/> Demolition <input type="checkbox"/> Accessory Structure <input type="checkbox"/> Below grade parking <input type="checkbox"/> Seasonal/temporary <input type="checkbox"/> Floodway <input type="checkbox"/> Other:	<input type="checkbox"/> Storage of materials <input type="checkbox"/> Storage of equipment/machinery <input checked="" type="checkbox"/> Electrical <input checked="" type="checkbox"/> HVAC <input type="checkbox"/> Fuel Systems <input checked="" type="checkbox"/> Water supply <input checked="" type="checkbox"/> Elevator/escalator <input checked="" type="checkbox"/> Plumbing <input type="checkbox"/> Construction Office/Staging/Storage <input type="checkbox"/> Watercourse Alteration
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Requirements for Building Permits

*documents required during construction

<input type="checkbox"/> Flood Protection Form – Existing Buildings (FP-EX) <input type="checkbox"/> Detailed cost estimate – see instructions on FP-EX <input type="checkbox"/> Value of structure only – see instructions on FP-EX <input type="checkbox"/> Year of initial construction
<input checked="" type="checkbox"/> Flood Protection Form – General (FP-G) <input checked="" type="checkbox"/> E1 Residential <input type="checkbox"/> E2 Non-Residential <input type="checkbox"/> E3 Below-Grade Parking <input checked="" type="checkbox"/> E4 Historic <input type="checkbox"/> E5 Accessory Structure <input type="checkbox"/> E6 Fill <input type="checkbox"/> E7 Machinery/Equipment <input type="checkbox"/> E8 Storage <input type="checkbox"/> E9 Seasonal/Temporary <input checked="" type="checkbox"/> E10 Demolition <input type="checkbox"/> E11 Floodway <input type="checkbox"/> E12 Coastal Flood Hazard Zones <input type="checkbox"/> E13 Other Building Work <input type="checkbox"/> G Other Permits (state, federal, etc.)
<input type="checkbox"/> Flood Protection Form – No Rise (FP-NR)
<input type="checkbox"/> Flood Protection Form – LOMC (FP-LOMC)
<input checked="" type="checkbox"/> Elevation Certificate (EC) <input type="checkbox"/> If EC is not current (completed within the past 6 months), PA Design Professional must confirm that all proposed work maintains flood protection compliance from date of construction – Provide as attachment to EC on the PA Design Professional Letterhead (signed and sealed) <input checked="" type="checkbox"/> Elevation Certificate* – for lowest floor installation (during construction) <input checked="" type="checkbox"/> Elevation Certificate* – for final construction (prior to Certificate of Occupancy)
<input type="checkbox"/> FEMA Floodproofing Certificate* (FC) – for final construction (prior to Certificate of Occupancy) <input type="checkbox"/> Flood Emergency Operations Plan
<input checked="" type="checkbox"/> Structural Design Criteria Form (SDCF) – flood loading calculations
<input type="checkbox"/> Other

Meeting Notes

*The new residential building is within the AE zone and the entire ground level will be below the DFE (BFE +18"). Wet flood proofing strategy is proposed with the engineered openings called "smart vent" along both sides of new building along Main street and Shurs Lane. Note part of the front facade will remained for historic preservation. Confirm no dry floodproofing is permitted and enclosed areas below BFE + 18": Use only for parking, building access, and incidental storage. (No lobbies with seating, mailboxes, security desks, etc.) (ASCE 24: Ch. 6)

*For any elevator where shaft is below BFE+18", then float switch must be installed, designed to resist flood load (ASCE 7), and are not required to have flood openings.

*Engineer/Architect of record shall provide final certification statement prior to issuing a C/O to certify the engineered openings are installed per design specs and manufacturer's manual to allow for automatic entry and exit

Department of Licenses and Inspections (for office use only)

Examiner Signature for completion of FP-Scoping Meeting

Name of Examiner **Richard Chen**

Digitally signed by Richard Chen
Date: 2024.01.02 15:42:42 -05'00'

Date **01/02/2024**

FP- Scoping Meeting Administrator Signature for when FP-Scoping Meeting is not required.

Name of FP-Scoping Meeting Administrator

Date

July 8, 2024

City of Philadelphia Historical Commission
1515 Arch Street
Suite 13
Philadelphia, PA 19102

From: Nancy L. Templeton, AICP, PP

cc: Andrew Zakroff, Urban Conversions; Adam Laver, Blank Rome LLP

RE: Professional Planning Report – 4045 Main St, Philadelphia, PA

INTRODUCTION

CHPlanning was originally asked to provide professional planning services to support Urban Conversions' (Owner) Financial hardship Application to the City of Philadelphia Historical Commission regarding the property located at 4045 Main Street. CHPlanning continues to advise Urban Conversions on the proposed redevelopment of the subject property.

The site is located within the Main Street Manayunk Historic District. It is bounded by Main Street to the south, Shurs Lane to the west, the Manayunk/Norristown regional rail line to the north, and an indoor soccer facility to the east. The proposed building would be seven stories tall and include 162 residential units, 160 parking spaces, residential amenities, and a loading dock.

Having received approval to demolish most of the existing structures and preserve a portion of the front façade, Owner now seeks approval from the Philadelphia Historical Commission for the proposed redevelopment of the subject property. CHPlanning is providing expert planning and testimony services to support the Owner's position that construction of an alternative design and use for the site would provide a more positive impact for the community than the existing functionally obsolete vacant structure.

This analysis addresses Section 9.2(b) of the Philadelphia Historical Commission Rules & Regulations, specifically Subsection 1. "identification of reasonable uses or reuses for the property within the context of the property and its location." The current structure and site configuration limits the full development and community impact potential of the site. In particular, the presence of similar contextual residential developments, the location within walking distance to several transit routes, the location within walking distance to the Manayunk commercial district, and preservation of the façade and historic features of the structure makes redevelopment of this site appropriate and beneficial to the community.

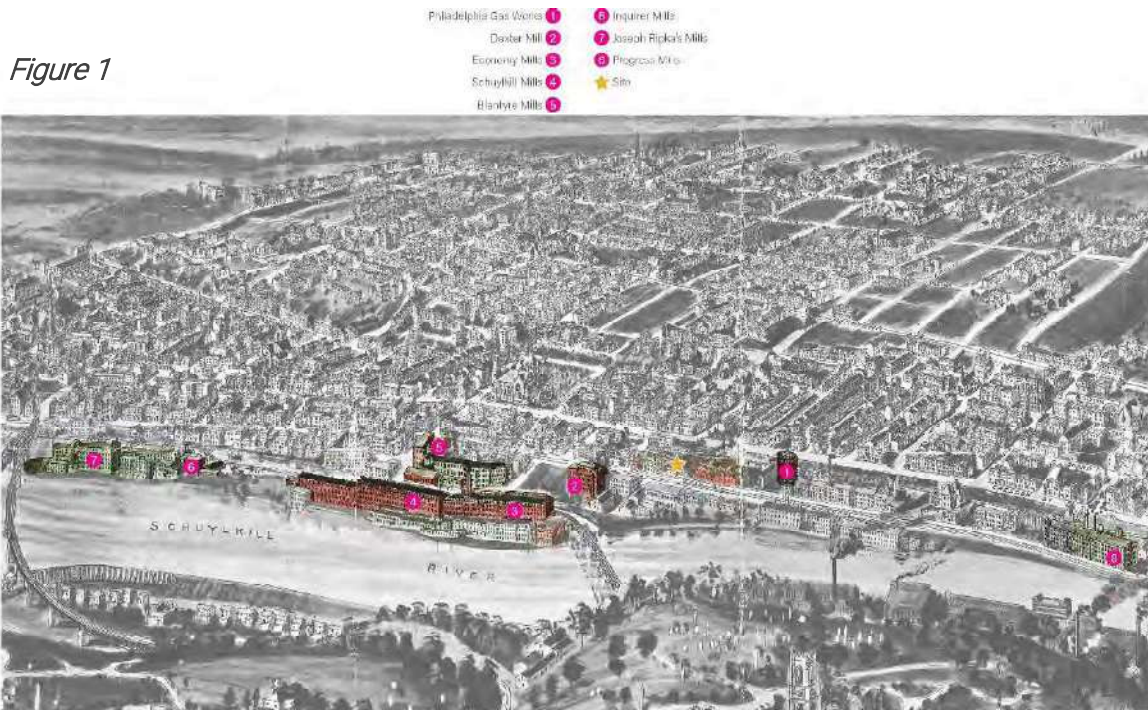
In evaluating the planning implications for the Financial Hardship application, I conducted a site visit of the property and surrounding neighborhood. I also reviewed the following documents: the zoning requirements in the Philadelphia Zoning Code, the Philadelphia 2035: Lower Northwest District Plan, the 4045 Main Street Conditions Assessment prepared by CBP architects, and historic maps of the site and surroundings. The following report expresses the land use and

planning implications of redeveloping the property as a multi-family residential use and supports approval of the pending application before the City of Philadelphia Historical Commission.

HISTORIC CONTEXT

In the late 1800s, the properties at 4045 Main Street operated as the Albion Dye Works. The property was surrounded by mills and worker housing that drove industry and development along the Manayunk Canal. Over time, the existing structure was expanded with infill development to open more use of the structure. Figure 1 shows a historic map of the property surrounded by mills operating in 1907. The map indicates that many of these mills were as tall as or taller than the proposed seven-story residential building.

In 1984, the neighborhood applied for and received historic designation for the area along the Manayunk Canal and Schuylkill River. The site is located within this district and any proposed development has to first obtain approval from the Historical Commission.



Source: CPG Architects.

EXISTING NEIGHBORHOOD CONTEXT

Manayunk is a unique blend of historic residential rowhouses, a historic “Main Street” central business district, and new and recent multi-family, multi-story development. The site is immediately surrounded by residences, commercial buildings, offices, surface parking lots, an

indoor soccer facility, and some vacant buildings and lots. There are residential streets with a mix of historic and new housing behind the site, across the rail line.

There are several recent and new multi-family developments in the immediate area that are comparable in height and scale to the proposed seven-story development. Figure 2 shows where these developments are in proximity to the site.

As indicated on the map, there are eight multi-family buildings and one hotel surrounding the site that range from four to seven stories.

Figure 2



march 12, 2024 | philadelphia historical commission | #045 main-st

context - existing

Urban Conversions | CRP Architects | 43
Source: CPG Architects

EXISTING ZONING

The site is currently zoned I-2 Medium Industrial, which does not include residential as a permitted use. Primary permitted uses include service facilities, professional offices, building supplies and equipment, animal services, maintenance and repair facilities, and gas stations. The proposed development will require relief for use and height, as the Main Street/Manayunk and Venice Island Commercial Overlay District has a maximum building height of 38 feet. The proposed building height as measured from average grade (1'-0" above the regulatory flood plain) is 68 feet, 1¼ inches. The property is also located in the Open Space and Natural Resources - Flood Protection and the Open Space and Natural Resources - Steep Slope Protection overlay districts.

Much of the site is located within the 100-year floodplain and residential uses on the first floor are prohibited. In consideration of feedback from the Philadelphia Historical Commission and other interested parties, the developer has relocated the lobby, mechanicals, amenities, and additional

parking to the second-floor level. It would be sensible to permit the developer to relocate the lost units on an additional floor.

4045 Main Street is an I-2 island immediately surrounded by CMX-2.5 and ICMX. In addition, CMX-2 and RM-1 are both very close to the site.

PLANNING CONTEXT

The Philadelphia 2035: Lower Northwest District Plan recommends industrial as the future land use and zoning for this property. The plan also promotes sustainable development and adaptive reuse throughout the City. The adaptive reuse of the existing structure and redevelopment of the site to multi-family housing will help to implement sustainability and historic preservation goals for the City. Industrial uses are not suitable for this site: truck access to the site would be difficult given the narrowness of Main Street. Loading and unloading would disrupt the pedestrian and traffic flow. Redevelopment for office use is unlikely since office development has been scarce since the pandemic.

TRANSPORTATION AND CIRCULATION CONTEXT

The site currently fronts on Main Street and has access via Shurs Lane. Main Street has heavy traffic and on-street parking on both sides of the street. Transit access is abundant in this location. There is a bus stop immediately in front of the site at Main Street and Shurs Lane and is a 15-minute walk to either the Manayunk or Wissahickon regional rail station. The under construction Wissahickon Transit Center will make connections much easier and encourage residents to use the bus. There is an Indego bike share station on the sidewalk at Shurs Lane at the site and the residents will also have easy access to the Schuylkill River Trail. The proposed development is also conveniently located within one mile of the I-76 interchange with quick access to the City and suburbs.

Covered off-street parking with access to Main Street will be provided at the proposed development. Currently, there is no on-street parking directly in front of the existing building. The developer is proposing to add a new on-street parking lane where it is currently prohibited by the City.

PROFESSIONAL PLANNING OPINION

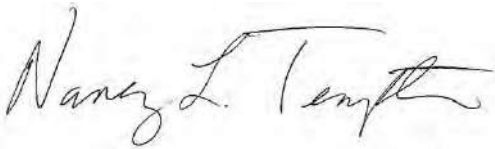
As a professional planner, I support the developer's application for the proposed development at 4045 Main Street by the Philadelphia Historical Commission. My support is based on the following conditions:

- The height and scale of the proposed redevelopment plan is consistent with numerous other high density multi-family developments in the near neighborhood. While the prior building design was compatible with the historic district, the revised version endeavors to more fully embrace the spirit of the district through additional setbacks and other modifications that have taken into consideration feedback from the Philadelphia Historical Commission and other interested parties.

- The site is not appropriate for the industrial and office uses permitted in the I-2 district. Main Street is narrow for this type of heavily trafficked road that runs through the pedestrian-oriented business district. Industrial uses typically require extensive truck access for loading and unloading, which will significantly disrupt vehicular and pedestrian traffic on Main Street.
- New office development has been minimal nationwide since the pandemic and there are several existing office buildings in the area that would compete with this property.
- The development is within walking distance of two regional rail stations and several bus routes. High density residential development is a central component of transit-oriented development.
- The new development will bring in residents who can frequent local businesses, providing an economic boost for the neighborhood.
- The development will improve the visual quality along the Main Street corridor by activating the street with its varied facades, pedestrians, new street trees, lighting, and landscaping.
- Sustainable growth is a cornerstone of the City's planning goals. This development will provide sustainable growth through its adaptive use of an existing vacant structure, infill and redevelopment of a vacant property, and transit oriented development.

This opinion is based on my understanding of the site conditions, historic maps, site plans, renderings and review of the zoning ordinance and comprehensive plan. I reiterate my support for the application as this development will be beneficial to the neighborhood and the sustainable development goals of the city.

CHPlanning, Ltd.
Nancy Templeton, AICP, PP

A handwritten signature in black ink that reads "Nancy L. Templeton". The signature is written in a cursive, flowing style.

Senior Managing Associate



Honorable Robert Thomas, Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 4045-61 Main Street

Dear Chair Thomas:

We have been advised that the above referenced matter comprises a proposal for new construction of multi-family residential building at the former G.J. Littlewood & Sons, Inc. complex.

We support the proposed new improvements, which will benefit our neighborhood and the subject property. Furthermore, having reviewed the proposed plans, we have no objection to the proposed massing of scale of the new development, which proposes to appropriately balance modern safety measures with the aesthetic spirit of the historic district.

Thank you for the Commission's consideration of the community interests.

Sincerely,

Andrea Kay Rodgers
Executive Director



Robert A. Zuritsky
President & CEO
RZuritsky@ParkwayCorp.com
215-575-4005

150 North Broad Street
Philadelphia, PA 19102
Tel: 215.575.4000
www.parkwaycorp.com

July 10, 2024

Honorable Robert Thomas
Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

RE: 4045-61 Main Street

Chair Thomas:

We have been advised that the above-referenced matter comprises a proposal for the new construction of a multi-family residential building at the former G. J. Littlewood & Sons, Inc. complex.

Parkway Corporation enthusiastically support the proposed new improvements, which we believe will benefit our neighborhood and the subject property. Furthermore, having reviewed the proposed plans, we have no objection to the proposed massing or scale of the new development, which appropriately balances modern safety measures with the aesthetic spirit of the historic district.

Thank you for the Commission's consideration of the community's interests.

SIGNED:

A handwritten signature in blue ink, appearing to read 'R. Zuritsky', is written over a faint, larger version of the signature.

Robert A. Zuritsky

Parkway Corporation
150 N. Broad Street
Philadelphia, PA 19102

June 2024

Hon. Robert Thomas
Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 4045-61 Main Street

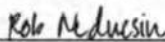
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Thank you for the Commission's consideration of the community's interests.

SIGNED:

DocuSigned by:

Name Rob Neducsin

List of addresses below

- Address
- 10 Shurs Lane Philadelphia, PA 19127
- 4101-4105 Main Street Philadelphia, PA 19127
- 4113-25 Main Street Philadelphia, PA 19127
- 4129-35 Main Street Philadelphia, PA 19127
- 4151-4159 Main Street Philadelphia, PA 19127
- 4161 Main Street Philadelphia, PA 19127

June 2024

Hon. Robert Thomas
Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

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Thank you for the Commission's consideration of the community's interests.

SIGNED:

DocuSigned by:
richard vail
Name

richard vail

Address 3800 Main Street Phila. PA. 19127

Address

June 2024

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Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

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SIGNED:

DocuSigned by:
Michael Alhadad Michael Alhadad
Name 867667C864D7

3900 main st
Address

June 2024

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Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

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Thank you for the Commission's consideration of the community's interests.

SIGNED:

DocuSigned by:
Brian Corcodilos
Name

Brian Corcodilos

4100 Main Street philadelphia pa 19127

Address

June 2024

Hon. Robert Thomas
Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

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Thank you for the Commission's consideration of the community's interests.

SIGNED:



Name

Quaker City Motor Sport
3901C Main St
Philadelphia, Pa. 19127
DIN # 0872809

Address

June 2024

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Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 4045-61 Main Street

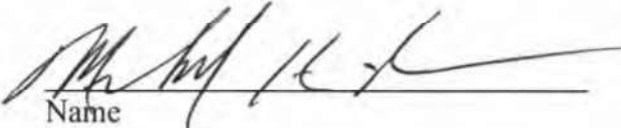
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SIGNED:


Name

4120 MAIN ST.
Address

June 2024

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Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 4045-61 Main Street

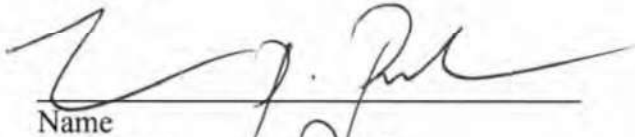
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Thank you for the Commission's consideration of the community's interests.

SIGNED:


Name
Ephraim Paul

116 Shurs Lane Phila. PA 19127
Address (property owner)

June 2024

Hon. Robert Thomas
Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 4045-61 Main Street

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SIGNED:

Warren Lee Miller
Name

116 SHURS LANE PAICA, PA 19127
Address

June 2024

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Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 4045-61 Main Street

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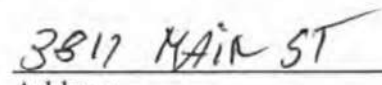
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Name


Address

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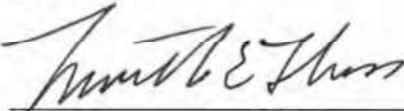
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SIGNED:



Name /



Address

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SIGNED:

William W. Thomas
Name

4051 CRASSON ST.
Address

June 2024

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Philadelphia Historical Commission
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1515 Arch Street
Philadelphia, PA 19102

Re: 4045-61 Main Street

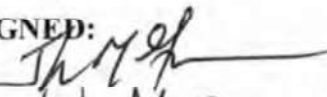
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Thank you for the Commission's consideration of the community's interests.

SIGNED:


JOHN M. GOVERN
Name

4107 MAIN STREET
Address

I own 3 properties very close
by, I simply support the stated,
we don't want this property to
remain vacant.

June 2024

Hon. Robert Thomas
Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

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SIGNED:

JM
JOHN M. GOVERN

Name

4109 MAIN STREET

Address

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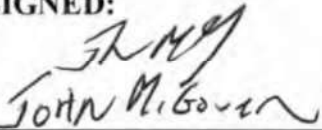
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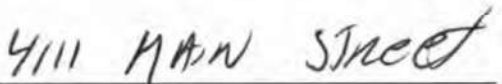
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Name



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SIGNED:

Yosaira Ramirez
Name

4111 Main St. PA 19127
Address

June 2024

Hon. Robert Thomas
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Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

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Thank you for the Commission's consideration of the community's interests.

SIGNED:

Nicholas DeLuca
Name

215-601-4100

4162 Market St
Address

June 2024

Hon. Robert Thomas
Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 4045-61 Main Street

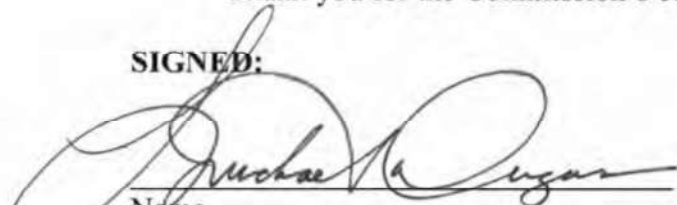
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SIGNED:


Name

4167 Main St
Address

June 2024

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Philadelphia, PA 19102

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SIGNED:

George Thomas
Name

4217 Mark St Philadelphia
Address
PA 19127
Riverside Pizzeria

June 2024

Hon. Robert Thomas
Chair
Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

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SIGNED:

Steven Rosenfeld
Name

4221 Main St.
Address

June 2024

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Philadelphia Historical Commission
One Parkway Building, 13th Floor
1515 Arch Street
Philadelphia, PA 19102

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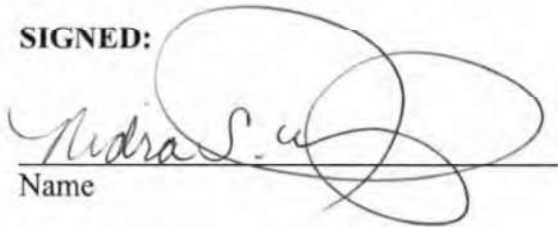
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SIGNED:


Name

4235 Main Str 19127
Address