

**EAST GOSHEN TOWNSHIP
PLANNING COMMISSION
Meeting Agenda
Wednesday, August 2, 2017
7:00 PM**

- A. Call to Order / Pledge of Allegiance and Moment of Silence
- B. Chairman will ask if anyone is going to record the meeting
- C. Review of Tracking Log / Determine need for Workshop Meeting**
- D. Public Comment on Non-Agenda Items
- E. Approval of Minutes**
 - 1. July 12, 2017**
 - 2. July 19, 2017**
- F. Subdivision and Land Development Applications
- G. Conditional Uses and Variances**
 - 1. Malvern Institute (ZHB Application)**
 - 2. 1506 Meadowbrook Dr.(ZHB Application)**
 - 3. 1380 Enterprise Dr. (ZHB Application)**
- H. Ordinance Amendments
- I. 2017 Goals**
- J. Any Other Matter
- K. Liaison Reports
- L. Correspondence

Bold Items indicate new information to review.

**East Goshen Township
Planning Commission Tracking Log**

Application Name	Application (CU,LD,O, SD,V, SE, CA)	Type (Sk, P, F)	Date Filed	Start Date	Date to Township Engineer	Date to CCPC	Date to Abutting Prop. / ABC's	Extension	PC NLT Action Date	BOS NLT Action Date	Hearing Date	Drop Dead date	Comments
Malvern Institute, 940 King Rd.	V, SE	P	3/27/17	3/27/17	NA	NA	3/30/17	2	9/6/17	9/19/17	9/27/17	9/30/17	
1506 Meadowbrook Dr.	V	P	7/10/17	7/10/17	NA	NA	7/13/17		8/2/17	8/15/17	9/7/17	9/8/17	
1380 Enterprise Drive	V	P	7/17/17	7/17/17	NA	NA	7/27/17		8/2/17	9/5/17	9/11/17	9/15/17	
Bold = New Application or PC action required													
Completed in 2017													
1007 Taylor Ave.	V	P	7/11/17	7/11/17	NA	NA	7/13/17		8/2/17	8/15/17	8/29/17	9/9/17	
Crown Castle, DAS Nodes	CU	P/F	7/3/17	7/4/17	NA	NA	7/5/17		8/2/17	8/15/17	8/15/17	8/31/17	
14 Reservoir Rd.	SK	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1420 E. Strasburg Rd. / Brakman-Gunnison	SD/LD	P/F	5/18/16	6/1/16	5/19/16	5/19/16	5/20/16	3	3/1/17	3/21/17	NA	3/29/17	APPVD
1506 Meadowbrook Dr.	SD / V	Sk	4/24/17	NA	NA	NA	NA		NA	NA	NA	NA	NA
1007 Taylor Ave.	SD / V	Sk	5/30/17	NA	NA	NA	NA		NA	NA	NA	NA	NA

Draft
EAST GOSHEN TOWNSHIP
PLANNING COMMISSION MEETING
July 12, 2017

The East Goshen Township Planning Commission held a regularly scheduled meeting on Wednesday, July 12, 2017 at 7:00 p.m. at the East Goshen Township building. Members present were: Chairman Adam Knox, Dan Daley, Monica Close, Jim McRee, Silvia Shin, and Brad Giresi. Also present was Mark Gordon, (Township Zoning Officer), Janet Emanuel and Mike Lynch, (Township Supervisors).

COMMON ACRONYMS:

BOS – Board of Supervisors

BC – Brandywine Conservancy

CB – Conservancy Board

CCPC – Chester Co Planning Commission

CPTF – Comprehensive Plan Task Force

CVS – Community Visioning Session

SWM – Storm Water Management

A. FORMAL MEETING – 7:00 pm

1. Adam called the meeting to order at 7:00 pm. He led the Pledge of Allegiance and a moment of silence to remember our troops.
2. Adam asked if anyone would be recording the meeting and if there were any public comments about non-agenda items. There was no response.
3. Adam reviewed the Tracking Log and commented that a meeting will be held on Wednesday July 19, 2017 regarding ZHB applications for 1007 Taylor Ave. and 1506 Meadowbrook Ln.
4. Adam noted that the minutes of the June 7, 2017 meeting were approved.

B. SUBDIVISION AND LAND DEVELOPMENT APPLICATIONS

1. 14 RESERVOIR ROAD (Sketch Plan) – Owner Jeffrey Closson was present. The sketch plan was done by Yerkes. The existing property is approximately 2 acres and has an existing single family home. The plan proposes to create one new .8 acre flag lot to the rear of the existing home for a new single family home which will be 2,500 – 3,000 sq.ft. A zoning variance is needed for the width of the flagpole portion of the flag lot. The proposal is for a 20' pole portion and the ordinance requires 40'. The plan shows they will lose the turn around but there will be enough space to access the garage properly. The tree will be removed. There will be a landscape plan for the new house. Jim pointed out that there is no hardship. Multiple driveways were discussed. Dan commented that he would like to see them combined in some way so there won't be another entrance onto a public street. Either extend the existing or close the existing and make a new drive that will divide off to the two houses. The benefit of using the existing drive is no storm water management is needed for the existing portion. They will also need a shared drive agreement. Dan showed Mr. Closson his idea for the drive. Janet cautioned Mr. Closson about the one question that he should be prepared for with the ZHB. That is – is this the minimum variance you need?

Mr. Closson thanked the Commission for their input.

C. CONDITIONAL USE AND VARIANCE

1. Crown Castle: Distributive Antenna System (DAS) (Conditional Use) - The applicant was represented by: John Shive (Government Relations); Peter Broy (Government Relations Manager); Len DeWees (Project Manager); and George Mokarakorn (RF Engineer). Peter Broy introduced the team members. Crown Castle is the largest Small Cells/DAS company with 26,000 DAS facilities across the nation and 570 in Philadelphia. John Shive mentioned that there are 11 existing facilities in East Goshen since 2009 when the process was only a permit. The Township passed a DAS ordinance in 2016, which requires the Conditional Use process. They worked closely with the Township Staff. He explained that the proposal is to install DAS on 4 existing poles and 2 new poles. They prefer to co-locate on existing poles. New poles are either wood or metal. They would like to have these installed by the 4th quarter of 2017. He reviewed each location. The ordinance allows antenna height to 55 ft. They

1 maintain the poles annually. It sends a signal to a district office if there is a problem. Their maximum
2 response time is 4 hours. John mentioned that they have a ROW agreement with the Township and feels
3 it will be the model for Chester County. After they receive Conditional Use, they will get the required
4 permits. DAS provides wireless service in the immediate area. They can have 2 other carriers on the
5 pole. Black was selected for the metal poles since it blends in better. If power lines are underground,
6 they will install underground. If the power lines are aerial, they run a structural test on the existing pole.
7 For the proposed poles on Ellis Lane, EMP-039 will have an omni antenna which turns 360°; EMP-040
8 will be a 2 ft. directional antenna to the school. There is an existing pole down the street, which has the
9 omni antenna. PECO is working on their applications. They have a group that checks the FAA
10 requirements.

11 Dan moved to recommend that we recommend that the Board of Supervisors approve the Conditional Use
12 Application for the six new Wireless Communication facilities outlined in their application pursuant to
13 the Zoning Ordinance with the following condition(s):

- 14 1. At locations EMP-030 1304 Wilson Drive and EMP-034 1303 Goshen Parkway no aerial
15 utilities are permitted.
- 16 2. When and where feasible underground utilities will be used.
- 17 3. For metal poles (EMP-034) black matte will be used.

18 Jim seconded the motion. Monica reclused herself from the vote. The motion passed with the one
19 abstention. Mike Lynch suggested notifying PECO of our preference in the condition.
20

21 **D. LIAISON REPORTS**

- 22 1. Board of Supervisors – Janet reported on the Township’s bond issue.

23 **ADJOURNMENT**

24 There being no further business, Silvia moved to adjourn the meeting. Dan seconded the motion.
25 The meeting adjourned at 9:20 pm. The next regular meeting will be held on Wednesday, August 2,
26 2017 at 7:00 pm.
27

28 Respectfully submitted, _____
29 *Ruth Kiefer, Recording Secretary*
30

Draft
EAST GOSHEN TOWNSHIP
PLANNING COMMISSION WORKSHOP MEETING
July 19, 2017

The East Goshen Township Planning Commission held a workshop meeting on Wednesday, July 19, 2017 at 7:00 p.m. at the East Goshen Township building. Members present were: Vice Chairman, Brad Giresi, Dan Daley, Monica Close, Jim McRee, Silvia Shin, and Ernest Harkness. Also present was Mark Gordon, (Township Zoning Officer).

COMMON ACRONYMS:

<i>BOS – Board of Supervisors</i>	<i>CPTF – Comprehensive Plan Task Force</i>
<i>BC – Brandywine Conservancy</i>	<i>CVS – Community Visioning Session</i>
<i>CB – Conservancy Board</i>	<i>SWM – Storm Water Management</i>
<i>CCPC – Chester Co Planning Commission</i>	

A. FORMAL MEETING – 7:00 pm

1. Brad called the meeting to order at 7:00 pm. He led the Pledge of Allegiance and a moment of silence to remember our troops.
2. Brad asked if anyone would be recording the meeting and if there were any public comments about non-agenda items. There was no response.

B. CONDITIONAL USE AND VARIANCE

1. 1007 Taylor Avenue (Zoning Variance Application) - Eli and Noah Kahn represent the owner E Kahn Development. The application is for dimensional variance relief. They are proposing a 2 lot subdivision of the property. The existing parcel is approximately 1.08 acres and has two existing single family homes and a large garage. The plan proposes to subdivide the existing lot creating one new .87 acre lot and one new.209 acre lot. They will keep the large garage with lot 1 and propose to build a new garage for lot 2.

Jim suggested that the garage on lot 2 be moved closer to the existing garage. Mark pointed out the people usually want the garage closer to the house. Silvia agreed with Mark. Eli mentioned that they will give the buyer of lot 2 the option to have the garage built. Mark commented that the variance for the garage is good for 18 months after approval. Dan commented that they have to have enough space behind the existing garage to do maintenance, at least 3 feet. Eli commented that there is room for painting, etc. Two residents who back up to the property had no objections.

Dan moved that the Planning Commission support the requested variance relief proposed in the application. The proposed relief will improve the nonconforming conditions that exist today and will not alter the essential character of the neighborhood or district in which the property is located, not substantially nor permanently impair the appropriate use or development of adjacent property not be detrimental to the public welfare. Ernest seconded the motion. The motion passed with one abstention from Monica who works for the client's law firm.

2. 1506 Meadowbrook Dr. (Zoning Variance Application) – Owners Stephen and Denise Legenstein were represented by T. Maxwell O'Keefe, attorney. He explained that the proposal is for a 2 lot subdivision of their property in order to create one new lot for a new single family home. The existing parcel is approximately 1.999 acres. The applicant has an agreement with the neighboring property owner, Mary V. Baker, 1431 E. Boot Rd., to purchase a 400 sq. ft. strip of land in order to increase the area of their property to 2 acres. Mr. O'Keefe provided photos and additional information. He reviewed the photos and the property's history. In 1992, Mr. D'Ambrosio (father of Mrs. Legenstein) got an extra EDU because he wanted to subdivide the property but didn't. They still have the EDU. There is a current easement and maintenance agreement between all 4 current users of the private drive. Shimon Guy, engineer, stated that after his meeting with Mark Gordon, he marked the changes on the sketch plan.

1 They have to do a survey to determine if any existing trees along the drive need to be removed for sight
2 line concerns. Mr. O'Keefe mentioned that 4 other property owners provided letters stating they don't
3 object to the proposed plan. Mark mentioned that he received a letter from the neighbor at 919 Nathaniel
4 Dr., who will be across the street from the new home and asked that it be put on record. Brad read the
5 letter as public comment.
6 Monica suggested waiting for the agreement for the additional land and the drive easement. Mr. O'Keefe
7 passed around a copy of the current drive agreement.
8 Mark mentioned that he spoke to Ms. Baker who said she will give the additional land. Ms. Baker was
9 present at this meeting and acknowledged that she will do this.
10 Mr. Guy mentioned that after the survey is completed they will be able to show a more accurate plan.
11 Corrections will be made regarding the Baker property.
12 Dan made the following suggestions:
13 1. clear sight distance at turn around in private drive
14 2. increase the buffer for the property at 919 Nathaniel Dr.
15 3. incorporate pull off into plan
16 4. variance subject to additional area to make the property 2 acres
17 Dan pointed out that actually 5 properties will be using the drive. Silvia read the current drive agreement
18 and was ok with it. Brad wants to see a legitimate plan and survey and would prefer they come back for
19 the August 2nd meeting. Commission members agreed they should come back.
20

21 **ADJOURNMENT**

22 There being no further business, Silvia moved to adjourn the meeting. Dan seconded the motion.
23 The meeting adjourned at 8:40 pm. The next regular meeting will be held on Wednesday, August 2,
24 2017 at 7:00 pm.
25

26 Respectfully submitted,
27

28
29 Ruth Kiefer, Recording Secretary
30

31 Attachment – letter dated 7/18/17
32
33

July 18, 2017

East Goshen Township Planning Commission
c/o Mark Gordon – Township Zoning Officer

I would like to express to the Planning Commission that I am opposed to the requested variances to the zoning code which would allow the subdivision of 1506 Meadowbrook Lane and construction of an additional house on the lot. Unfortunately, I cannot attend the July 19th Planning Commission meeting due to a business trip and ask instead that this letter be read into the record.

When my wife and I bought our house at 919 Nathaniel Drive seven years ago, the zoning code did not allow further development of the lot immediately behind ours. Granting an exception to the code now and allowing the subdivision is an unanticipated and unwelcome surprise that will have negative effects on us as a family and property owner.

I respectfully ask the commission to consider that at least three of the five conditions required for a zoning variance are not met. First, from Section 240-58, Part B(2), the variance must be necessary to enable reasonable use of the property. Since the owners of 1506 Meadowbrook Drive currently have a house and reside on the property, reasonable use of the property already exists.

Second, from 240-58, B(3), a hardship cannot have been created by the appellant. The current situation was created by the previous subdivision of the larger property done by Mr. Anthony D'Ambrosio who since passed the property to his daughter, the present appellant. Moreover, the inability to further subdivide without additional variances was confirmed to Mr. D'Ambrosio in a Sept 20th 1999 letter from the township in response to a similar subdivision proposal.

Third, from 240-58, B(4) the variance is not to impair the use of adjacent property. Concerns like storm water runoff and access of emergency vehicles were raised in the May 3rd meeting by both the commission and public, these remain unanswered in the applicant's proposal. In addition, the close proximity of the proposed new house will dramatically impact the character of our property with loss of privacy, increased noise, and new light pollution from, for example, headlights shining into the back of our house at night. Granting the exception to the zoning code to allow previously disallowed development, would radically change the conditions of the property that attracted us to move to our house in East Goshen in the first place.

For the above reasons, I again urge the Planning Commission to recommend against the variance application. Thank you for your consideration.

Sincerely,




Leo Kasehagen
919 Nathaniel Drive
West Chester, PA 19380

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 7/27/2017
To: Planning Commission
From: Mark Gordon, Township Zoning Officer 
Re: Malvern Institute ZHB Application for Special Exception and Variance

Planning Commission Members:

At the time the agenda was prepared the Township had only received the 4 page color layout plan for the proposed Malvern Institute 15 Year Master Plan.

As I review the plan the following items have been updated.

1. The proposed parking lot expansion near king road has been eliminated and new parking is now proposed on the East side of the existing parking lot and adjacent to the entrance drive.
2. The volleyball court is not going to be relocated now.
3. On page 3, the sight line profiles have been updated.

The applicant needs to submit a revised ZHB application, narrative and the other information for the PC to make an informed recommendation. The applicant has time to complete those items and submit for review and discussion on September 6th.

Staff is of the opinion that action on this application now is obviously premature.



LEGEND

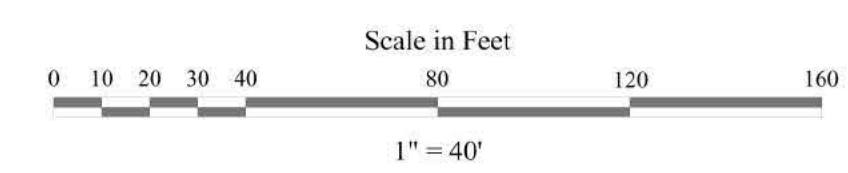
- BUILDINGS
- PAVING
- PARKING
- PATH (WOOD CHIPS)
- TREES
- FENCE

EXISTING CONDITIONS
FOR
THE MALVERN INSTITUTE

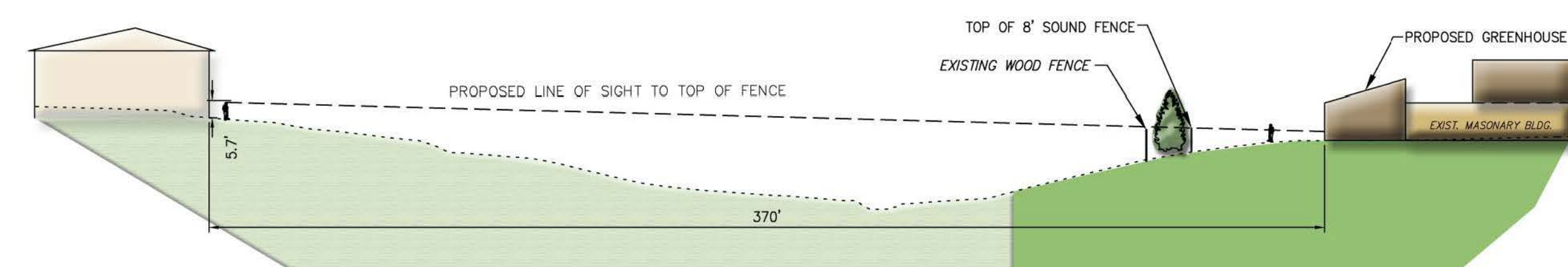
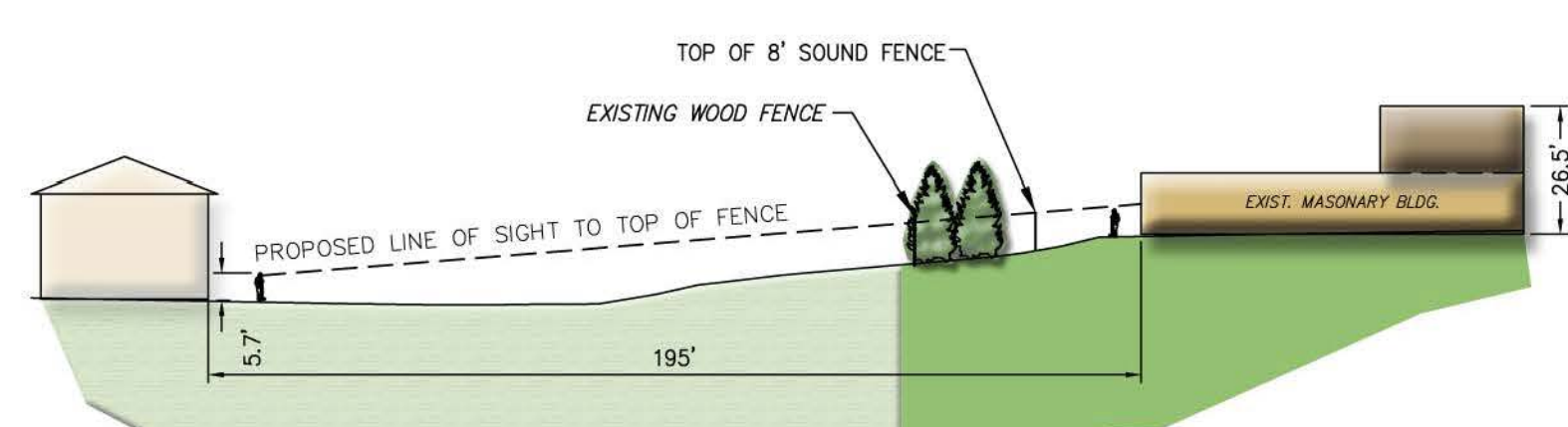
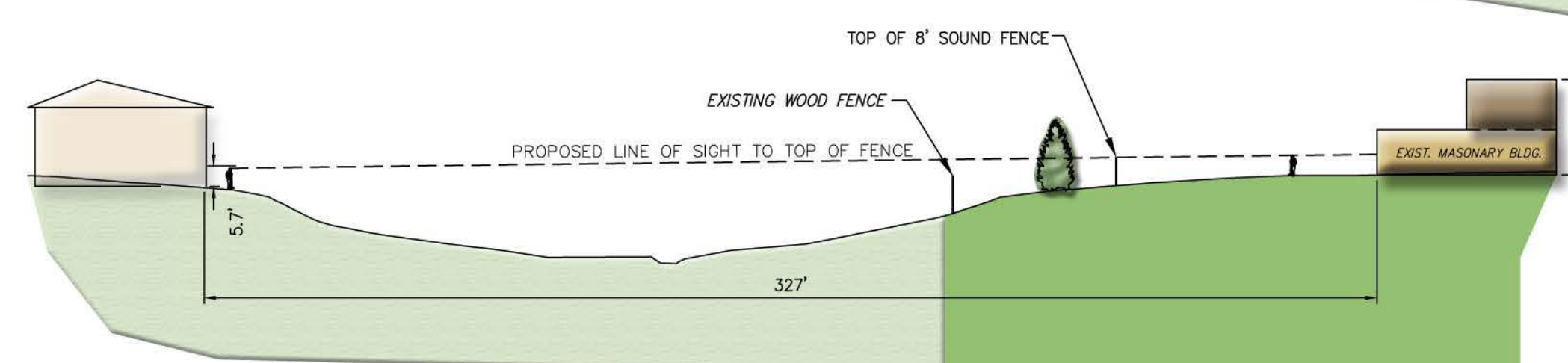
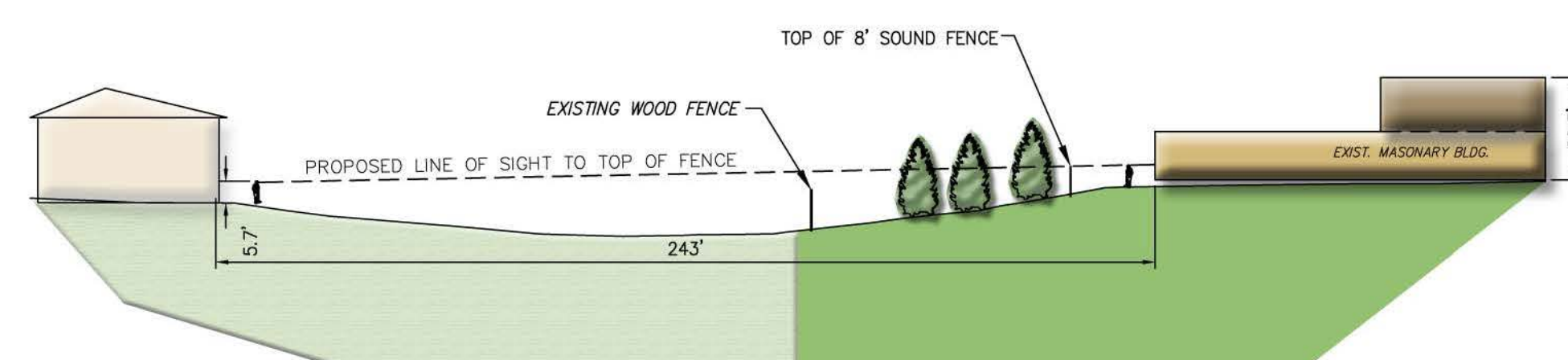
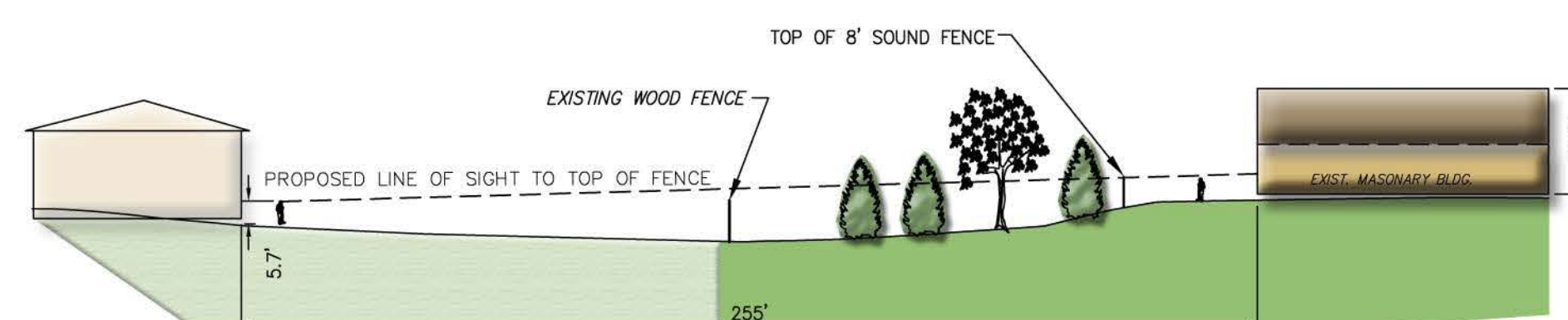
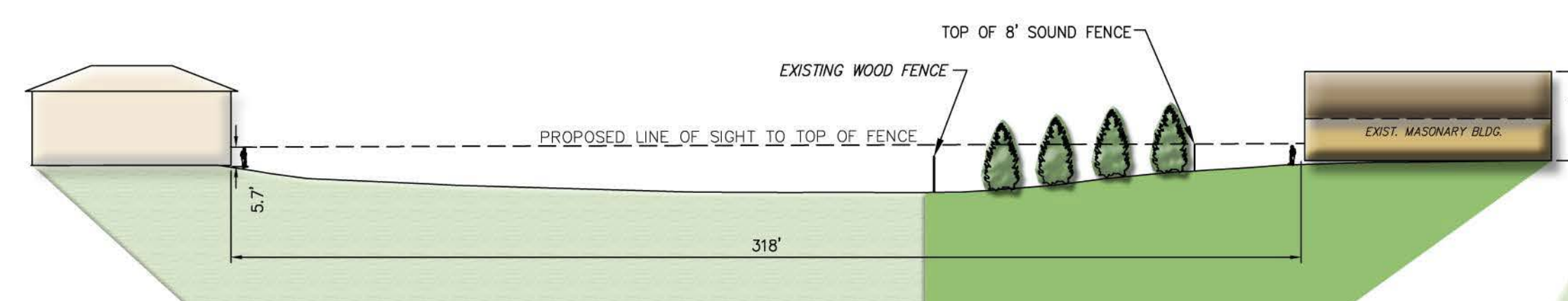
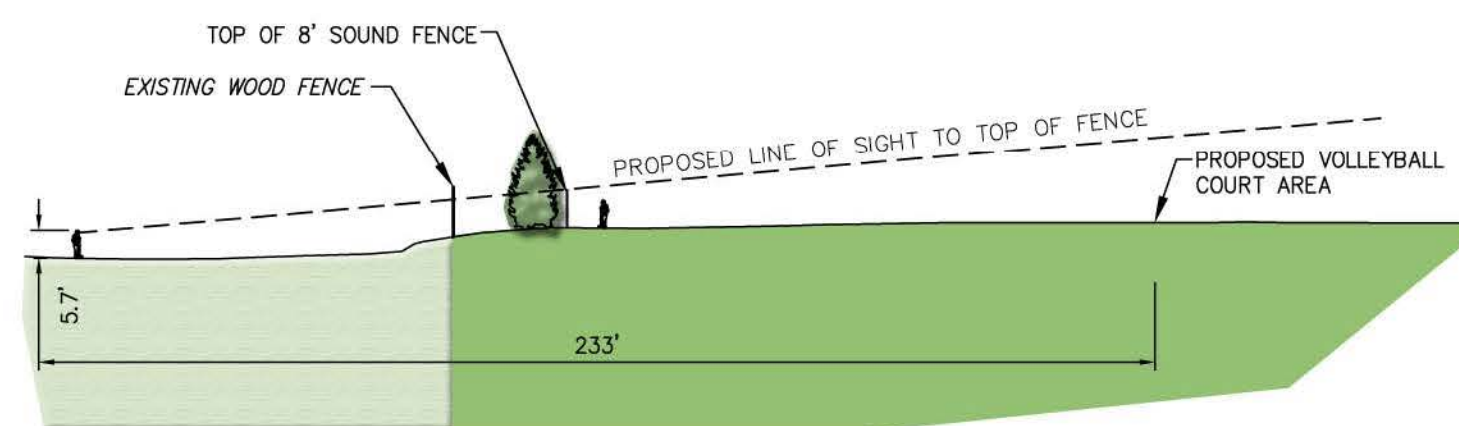
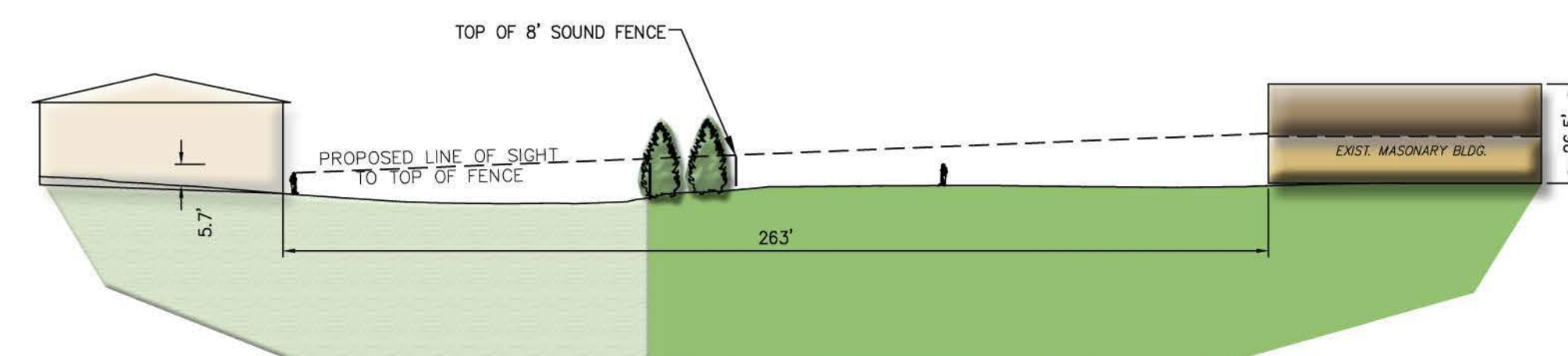
EAST GOSHEN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA









Chester Valley Engineers
civil engineers & land surveyors
DATE: JULY 25, 2017

Chester Valley Engineers, Inc.
Main Office: 83 Chestnut Road
P.O. Box 447, Paoli, PA 19301
(610) 644-4623
(610) 889-3143 Fax
cve@chesterv.com
http://www.chesterv.com
JOB #: 20170







<u>LEGEND</u>	
<u>EXISTING</u>	<u>PROPOSED</u>
BUILDINGS	
	
①	②
PAVING	
PARKING	
	
PATH (WOOD CHIPS)	
	
TREES	
	
FENCE	

SIGHT LINE PROFILES FOR THE MALVERN INSTITUTE

EAST GOSHEN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA


**Chester
Valley
Engineers**
civil engineers & land surveyors
DATE: JULY 25, 2017

Chester Valley Engineers, Inc.
Main Office: 83 Chestnut Road
P.O. Box 447, Paoli, PA 19301
(610) 644-4623
(610) 889-3143 Fax
cve@chesterv.com
<http://www.chesterv.com>
JOB #: 20170

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 7/27/2017
To: Planning Commission
From: Mark Gordon, Township Zoning Officer 
Re: 1506 Meadowbrook Dr. / Zoning Variance Application

Dear Commissioners,

Pursuant to your meeting on July 19 the applicant is to provide the Commission with additional information for the PC to consider. We have received a signed letter between Mary Virginia Baker, the owner of 1431 Boot Rd., who has agrees to sell a small portion of her property to the Legensteins (applicant).

The additional information requested will be presented at the meeting.

I cross checked the owners on Hemlock Hill lane to the names listed on the letter submitted by the applicant and they are correct.

The Variances requested are:

1. **Min. lot width at street line, §240-9(G) (Required 60' minimum)**
 - a. Lot 2 - Proposed 0 (zero) linear feet of street frontage
2. **Street Frontage, §240-23(B)(2)(a) (Street frontage required)**
 - a. Lot 2 - Proposed 0 (zero) linear feet of street frontage
3. **Flag pole portion of the flag lot, §240-23(B)(2)(b)[2][e] (Required - 40' wide minimum)**
 - a. Lot 1 - Proposed 25' width for the flag pole portion of the lot.

Staff Recommendation:

The applicant has not incorporated all the Planning Commissions suggestions provided during the May 3, 2017 and July 19, 2017 meetings. The applicant has not provided any testimony supporting a hardship. We also believe that the current access to the property is less than adequate for the existing properties and that further encumbrance of the driveway easement by one more lot could negatively impact the other properties.

If the Commission agrees to move this application along, I have provided a draft motion for your consideration.

Draft Motion:

Mr. Chairman, I move that the Planning Commission recommend that the Board of Supervisors support the application for the requested dimensional variance relief for 1506 Meadowbrook Drive, with the following conditions:

1. Create the greatest sight distance triangle possible at the top of the driveway near the new home.
2. Provide a complete evergreen landscape screening buffer for the adjacent properties on Nathaniel Dr.
3. Provide a large vehicle pull off area along the driveway to ensure safety for pedestrians and motorists using the private driveway.

MEMORANDUM OF UNDERSTANDING

Date: July 24, 2017

Re: Sale of a portion of property located at 1431 East Boot Road

Parties:

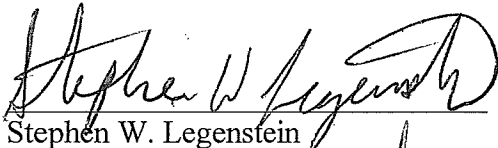
Mary Virginia Baker
1431 East Boot Road
West Chester, PA 19380

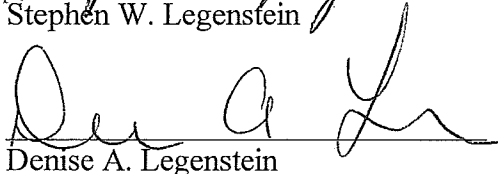
Stephen and Denise Legenstein
1506 Meadowbrook Lane
West Chester, PA 19380

Mary Virginia Baker, the owner of the property adjacent to the property owned by Stephen and Denise Legenstein (the "Legensteins") hereby agrees to sell, for a mutually agreed upon amount, a portion of her property consisting of a strip of land approximately 399.90 square feet in size to Legensteins in order for their property to be at least two acres in size to allow for the subdivision of the Legenstein property into two lots. The sale of the land shall be contingent on the Legensteins obtaining approvals from the Township in order to permit the subdivision and lot line change, which shall be the sole expense of the Legensteins.

Accepted:

Date: 7/25/2017

By: 
Stephen W. Legenstein

By: 
Denise A. Legenstein

By: 
Mary Virginia Baker

Memorandum

East Goshen Township
1580 Paoli Pike
West Chester, PA 19380
Voice: 610-692-7171
Fax: 610-692-8950
E-mail: mgordon@eastgoshen.org

Date: 7/27/2017
To: Planning Commission
From: Mark Gordon, Township Zoning Officer 
Re: 1380 Enterprise Drive / Zoning Variance Application

Dear Commissioners,

The Township has received a Zoning Hearing Board application for dimensional variance relief for 1380 Enterprise Drive.

The applicant is requesting relief from the sign ordinance regulating the height of a wall sign in the Business Park (BP) district.

The ordinance section subject to the relief is the maximum height requirement for wall signs. Wall signs in the BP district shall not exceed 10 feet high. The applicant proposes to erect a sign with a height of 16 feet 3 inches. The proposal will require approval of one zoning variance:

1. §240-22.N Height of signs.

- a. Wall signs in the Business Park shall have a maximum height of 10 feet

Staff Recommendation:

This application is straight forward and does not pose a negative impact on the surrounding proeptrties. The Township has supported these sign height applications within the BP district in the past for QVC and CTDI.

Staff is of the opinion that the Commission can take action tonight.

Draft Motion:

Mr. Chairman, I move that the Planning Commission send the Board of Supervisors a recommendation to support the Zoning Hearing Board application for requested dimensional variance relief requested for the single wall sign at 1380 Enterprise Drive, unit 300. The zoning relief, if granted, will not alter the character of the business park district.

BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP
CHESTER COUNTY
1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

July 27, 2017

Dear Property Owner:

The purpose of this letter is to inform you that the Township has received a Zoning Hearing Board application from Fresenius Medical Care located at 1380 Enterprise Drive, Unit 300, West Chester, PA 19380. The applicant is requesting relief from the sign ordinance regulating the height of a wall sign in the Business Park (BP) district.

The ordinance section subject to the relief is the maximum height requirement for wall signs. Wall signs in the BP district shall not exceed 10 feet high. The applicant proposes to erect a sign with a height of 16 feet 3 inches. The proposal will require approval of one zoning variance:

1. §240-22.N Height of signs.

- a. Wall signs in the Business Park shall have a maximum height of 10 feet


Pursuant to Township policy, property owners within 1000 feet of the subject property are notified of Zoning Hearing Board application submissions and the meeting date when the application will be discussed.

The Zoning Hearing Board Application will be reviewed at the following meetings:

- **August 2, 2017 - Planning Commission meeting (7:00 PM)**
- **September 5, 2017 - Board of Supervisors (7:00 PM)**
- **September 11, 2017 - Zoning Hearing (7:30 PM)**

All meetings are held at the Township Building, are open to the public and subject to change without further written notice by the Township. The application is available for review at the Township building during normal business hours. Please give me a call at or email me at mgordon@eastgoshen.org if you have any questions or need additional information.

Sincerely,



Mark A. Gordon
Township Zoning Officer

**BOARD OF SUPERVISORS
EAST GOSHEN TOWNSHIP**

Cc: All Township Authorities, Boards and Commissions
Donald T. Petrosa, Esq. (VIA EMAIL ONLY)

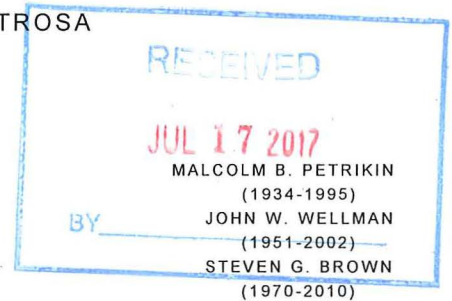
Want more information about the latest news in the Township and surrounding area? East Goshen Township and Chester County offer two valuable resources to stay informed about important local issues. East Goshen communicates information by email about all Township news through Constant Contact. To sign up, go to www.eastgoshen.org and click the "E-notification & Emergency Alert" button on the left side of the homepage. Chester County offers an emergency notification system called ReadyChesco, which notifies residents about public safety emergencies in the area via text, email and cell phone call. Signing up is a great way to keep you and your loved ones safe when disaster strikes. Visit www.readychesco.org to sign up today!

PETRIKIN, WELLMAN, DAMICO, BROWN & PETROSA
A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

THE WILLIAM PENN BUILDING
109 CHESLEY DRIVE
MEDIA, PA 19063

JOSEPH A. DAMICO, JR.
JOHN W. NILON, JR.*
DONALD T. PETROSA
STEVEN A. COHEN
DENIS M. DUNN*
MARK D. DAMICO
KENNETH D. KYNETT*
H. FINTAN McHUGH*
CHARLES G. MILLER*

*ALSO MEMBER NEW JERSEY BAR
*ALSO MEMBER NY BAR



FAX 610-565-0178

July 14, 2017

Direct Dial: 610-8921858
e-mail: dp@petrikin.com

VIA EMAIL & CERTIFIED MAIL RRR

Mark A. Gordon, CFM
Director of Code Enforcement/Zoning Officer
East Goshen Township
1580 Paoli Pike
West Chester, PA 19380

**Re: Bio-Medical Applications of Pennsylvania, Inc.
d/b/a Fresenius Medical Care West Chester
1380 Enterprise Drive, Unit No. 300, West Chester, PA 19380
Our File No.: 017025-1**

Dear Mark:

As you know, I represent Bio-Medical Applications of Pennsylvania, Inc. d/b/a Fresenius Medical Care West Chester, the Tenant at the property located at Unit No. 300, 1380 Enterprise Drive, West Chester, PA 19380, which is located in East Goshen Township. As we discussed, we are applying for a dimensional variance related to sign height.

Accordingly, I am enclosing herewith the following:

1. Eleven (11) copies of the Zoning Hearing Board Application requesting a dimensional variance from Section 240-22.N. to permit a wall sign with a height of sixteen (16) feet three (3) inches rather than the permitted ten (10) feet maximum sign height, along with a Checklist;

2. Eleven (11) copies of the Lease Agreement by and between Willowbrook Partners, L.P., as Landlord, and Bio-Medical Applications of Pennsylvania, Inc., d/b/a Fresenius Medical Care West Chester, as Tenant dated June 15, 2015;

July 14, 2017

Page -2-

3. Eleven (11) copies of an Authorization Letter from Willowbrook Partners, L.P. providing Landlord's approval of the proposed sign;
4. Eleven (11) copies of a sign drawing with the proposed sign superimposed on to the building;
5. Eleven (11) copies of a close up sign drawing showing the dimensions and the height of the proposed sign; and
6. Our check No. 33521 made payable to East Goshen Township in the amount of \$450.00, representing the application fee.

In accordance with our conversations, I understand that you will schedule this matter for the August 2, 2017 East Goshen Township Planning Commission Meeting and that once the Planning Commission has made its recommendation we are to appear before the Board of Supervisors and thereafter before the Zoning Hearing Board.

Kindly confirm via email your receipt of this application and that the matter will appear on the August 2, 2017 Planning Commission Agenda.

Thank you very much for your kind assistance.

Very truly yours,



DONALD T. PETROSA

DTP/dmo

Enclosures:

cc: Troy A. Segers, (Via Email)
Greg Feld, KC Sign (Via Email)
Bill Clark, Jr., KC Sign (Via Email)

**EAST GOSHEN TOWNSHIP
ZONING HEARING BOARD APPLICATION**

1580 PAOLI PIKE WEST CHESTER, PA 19380-6199
PHONE (610)-692-7171 FAX (610)-692-8950

RECEIVED

JUL 17 2017

Name of Applicant: Bio-Medical Applications of Pennsylvania, Inc. d/b/a Fresenius Medical Care West Chester

Applicant Address: 630 W. Germantown Pike, Suite 100
Plymouth Meeting, PA 19426

Telephone Number: 610-213-8511 Fax Number: _____

Email Address: Troy A. Segers@fmc-na.com

Property Address: 1380 Enterprise Drive, Unit #300
West Chester, PA 19380

Tax Parcel Number: UPI#53-4-176 Zoning District: BP Acreage: +/-4 acres

Purpose of Application (check one)

- ☒ Variance (Type: ☐ Use Variance ☒ Dimensional Variance)
☐ Special Exception
☐ Appeal determination of the Zoning Officer
☐ Other _____

Sections of Zoning Ordinance in which relief is sought:

Section 240-22.N. "Height of signs" and any other Sections necessary to erect the Wall sign depicted in the Sign Drawings prepared by KC Signs, which are submitted with this Application.

Description of the Zoning Relief requested and the future use of the property:

Section 240-22.N. allows a maximum sign height of ten (10) feet for a wall sign in the Business Park District. Applicant proposes a wall sign with a height of sixteen (16) feet three (3) inches (16'3") for its Kidney Dialysis Center.

We hereby acknowledge that we have read this application and state that the above is correct and agree to comply with all provisions of the East Goshen Township Zoning Ordinance applicable to this project and property.

Donald T. Petros
Signature of Applicant's Attorney

07/14/2017
Date

***Please review the formal application and review procedures on page three.**

Willowbrook Partners, L.P.

615 Willowbrook Lane, West Chester, PA 19382
610-436-6100

May 15, 2017

Mr. Troy A. Segers
Fresenius Medical Care
1380 Enterprise Dr.
Unit #300
West Chester, PA 19380

RE: Outdoor Signage Located at 1380 Enterprise Drive, West Chester, PA 19380

Troy,

We have reviewed the attached page of desired signage and are giving landlord approval for installation as per your lease under the following conditions:

- 1.) Township permits must be obtained and a copy must be submitted to us prior to installation;
- 2.) All work must be performed by a licensed and insured contractor that submits a waiver of liens and their certificate of insurance (COI) with Willowbrook Partners, LP and Fresenius as additional insured. The COI must have a minimum of \$1,000,000 in general liability and \$500,000 in workers compensation as well as automobile insurance. The COI must be submitted prior to installation;
- 3.) Electric to the sign must run to your electric meter;
- 4.) The installation date and time must be coordinated with our office;
- 5.) You are responsible to remove the sign and restore the building to its original condition upon move-out;

Please call should you have any questions.

Sincerely,



Donna Karstetter Colona

LEASE AGREEMENT

BY AND BETWEEN

**WILLOWBROOK PARTNERS, L.P.
("LANDLORD")**

AND

**BIO-MEDICAL APPLICATIONS OF PENNSYLVANIA,
INC.,
A DELAWARE CORPORATION
d/b/a FRESenius MEDICAL CARE WEST CHESTER
("TENANT")**

DATED: June 18, 2015

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 15th day of JUNE, 2015 by and between Willowbrook Partners, LP, a Pennsylvania limited partnership ("Landlord"), and Bio-Medical Applications of Pennsylvania, Inc., a Delaware corporation, d/b/a Fresenius Medical Care West Chester ("Tenant"). *

ARTICLE 1 - PROPERTY, BUILDING, PREMISES

1.1. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises containing 8,023 rentable square feet (the "Premises") in a building containing 38,328 rentable square feet (the "Building") located at 1380 Enterprise Drive, West Chester, Pennsylvania (the "Property"). The Property, Premises, and Building are more particularly described and shown on Exhibit A attached hereto and made a part hereof. *

1.2. Right to Use Common Areas. Tenant shall at all times have the right to the non-exclusive use of Common Areas of the Building. The Common Areas shall include, without limitation, the main lobby of the Building, common corridors and hallways, stairwells, elevators, and restrooms (collectively, "Common Areas"). The Common Areas shall be subject to the Building's rules and regulations attached hereto as Exhibit B (the "Rules and Regulations"). Landlord shall enforce the Rules and Regulations in a consistent and nondiscriminatory manner among and between all tenants of the Building, including their respective officers, agents, employees, independent contractors, and invitees.

1.3. Delivery and Condition of Premises; Landlord Work. Landlord shall deliver the Premises to Tenant within thirty (30) days from the date of this Lease ("Delivery Date") for Tenant to begin its Tenant Improvements. Landlord, in conjunction and cooperation with Tenant shall complete all the work described and detailed on Exhibit C within ninety (90) days of Lease execution as outlined in said Exhibit C except for items not then completed because of a delay caused in whole or in part by Tenant and/or Tenant's contractor. Landlord shall deliver possession of the Premises, which shall include a minimum of two (2) keys to all locked areas and all information necessary for Tenant to disarm any security systems so that Tenant may access the Building, the Premises, the Common Areas, and all mechanical, electrical, telephone and switching rooms that serve the Premises. Except as to latent defects, and the work outlined in Exhibit C, the Premises shall be accepted by Tenant in its "as is" condition and configuration without any representations or warranties by Landlord except as provided elsewhere in this Lease.

In the event that another tenant is occupying the Premises as of the date of this Lease, Landlord shall use all reasonably available means, including but not limited to the commencement of an eviction proceeding, to obtain possession thereof upon the expiration or earlier termination of such other tenant's lease. In the event that Landlord is unable to obtain possession of the Premises from an existing tenant prior to the Delivery Date, Tenant shall have the right to terminate this Lease upon ten (10) days notice to Landlord.

1.4. Re-measurement & Adjustment of Rent. The parties hereby agree that within sixty (60) days following the full execution of this Lease, the Building and the Premises may be re-measured and certified by an independent registered architect or engineer, at Landlord's sole cost and expense, pursuant to Building Owners and Managers Association ("BOMA") Standards. The results of such re-measurement shall be binding on the parties and the new rentable square footage of the Building and the Premises shall be documented in the Commencement Date Certificate attached hereto as Exhibit D. In the event that the rentable square footage of the Premises or the Building is different than the square footage stated in Paragraph 1.1 of this Lease, Base Rent (as defined in Section 3.1) and Tenant's Proportionate Share (as defined in Section 4.1) shall be recalculated in accordance with that final determination.

1.5. Material Inducement. Landlord hereby recognizes and acknowledges that its obligation hereunder to Substantially Complete construction of Landlord's Work on or before the Delivery Date constitutes a material inducement to Tenant to enter into this Lease. As such, in the event that (i) Landlord fails to timely complete all of Landlord's Work as required under this Article 1 and (ii) if such failure is not caused by the acts contemplated under Article 25 of this Lease, Tenant shall have the option to exercise any and all of the following remedies:

- (i) Exercise its rights under Section 20.4 of this Lease; and/or
- (ii) Terminate the Lease in the event the Premises is not delivered thirty (30) days after execution of this Lease by both parties.

ARTICLE 2 - LEASE TERM

2.1. Lease Term. The term of this Lease shall be for approximately ten (10) years ("Initial Term") commencing on one hundred twenty (120) days after execution of this Lease (the "Commencement Date"), and terminating on the last full calendar month of the Initial Term; provided, however, that in no event shall Base Rent begin prior to Landlord completing all work outlined in Exhibit C unless said work is not complete because of a delay caused in whole or in part by Tenant and/or Tenant's contractor in which such event, Tenant's obligation to pay Base Rent shall commence on the Commencement Date.. The parties shall execute and deliver the Commencement Date Certificate in the form set forth in Exhibit D attached to this Lease, in order to confirm and memorialize the Commencement Date. *

2.2. Options to Extend Term. Landlord hereby grants to Tenant three (3) consecutive options to extend the term of this Lease (each a "Renewal Option") each for a period of five (5) years (each an "Option Term"). The lease of the Premises for each Option Term shall be on the same terms and conditions contained in this Lease except that the Base Rent for each Option Term shall be determined pursuant to the terms and conditions of Section 3.2 of this Lease. Each Renewal Option may be exercised only by written notice delivered by Tenant to Landlord no later than one hundred eighty (180) days prior to the expiration of the then current term. In the event Tenant fails to exercise a Renewal Option as set forth herein, then such Renewal Option shall be null and void and waived by Tenant. Tenant may only exercise its Renewal Options if, on the

such Encumbrance. Notwithstanding the foregoing, Tenant shall not be required to execute any agreement or other documentation that materially increases Tenant's obligations during the remainder of the Lease Term or adversely alters or negates any of Tenant's rights and remedies granted under this Lease or applicable law.

24.2. Non-Disturbance and Attornment. Provided that Tenant's occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord's interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any Encumbrance or underlying lease, or operation of law, and to recognize such transferee as the new landlord under this Lease. In the event any Encumbrance holder notifies Tenant of such a transfer of Landlord's interest in the Property, Landlord agrees that Tenant shall not be liable for making payments of Base Rent, Additional Rent, and any other sums due pursuant the terms of this Lease directly to the transferee.

24.3. Modifications of Lease Required by Landlord's Lender. If any institutional lender of Landlord requests a modification of this Lease, Tenant shall endeavor in good faith to agree to that modification and to prepare and execute an amendment to this Lease so long as (a) Base Rent, Additional Rent, and any other amounts required to be paid under this Lease are not changed, (b) the time for and manner of payments under this Lease are not changed, (c) the Lease Term (including any Option Terms and the times governing Tenant's exercise of any options) is not changed, (d) Tenant's possession of the Premises and rights to possession and use of other parts of the Building and Property are not changed, (e) Landlord's obligations to Tenant under this Lease are not reduced, (f) Tenant's obligations to Landlord under this Lease are not increased, and (g) the proposed modification does not materially or adversely change the other rights and obligations of Tenant under this Lease or applicable law. As a condition of Tenant's obligation to execute an amendment, Landlord shall reimburse Tenant for its costs, including reasonable attorney fees, that are incurred in connection with the review, negotiation, and preparation of the amendment.


ARTICLE 25 - FORCE MAJEURE

25.1. Force Majeure. Except for the payment of any monies due by one party to the other under the terms and conditions of this Lease, whenever a period of time is prescribed herein for the taking of an action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party.

ARTICLE 26 - SIGNS

26.1. Building Name; Landlord's Signage Rights and Obligations. Subject to Tenant's signage rights under this Article 26, Landlord may at any time change the name of the Building and install, affix, and maintain all signs on the exterior and interior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant may use the name of the Building or pictures or illustrations of the Building in its advertising or other publicity during the Lease Term. Landlord shall, at its sole cost and expense, install Tenant's name and suite number on all directories located on the Property.



 26.2. Tenant's Signage Rights. Tenant shall have the right, at its sole cost and expense, to erect, affix or display such signs or sign advertising its business as Tenant may consider necessary or desirable on the exterior or interior walls, doors, or windows of the Premises, and in locations on Building and/or exterior monuments where other tenant's signs are located. In addition, Tenant shall have the right to install directional signs in the Common Areas of the Building and the Property that indicate the location of the Premises. The location of all signs installed by Tenant pursuant to this Section 26.2 shall be subject to Landlord's consent, and which shall not be unreasonably withheld, conditioned or delayed provided that such signs are consistent with the character of other tenant's signs currently located within the Building. Additionally, Tenant, at its sole cost and expense shall obtain all necessary and/or required governmental or local municipality approvals for such signs.

26.3 Compliance with Laws. Notwithstanding anything contained in this Article 26 to the contrary, Tenant's signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order for Tenant to erect its signage. Landlord agrees to cooperate with Tenant, at no cost to Landlord, in the filing any required applications for governmental approvals for signage.

26.4. Removal of Tenant's Signs Upon Lease Termination. Tenant shall at its sole cost and expense promptly and permanently remove all of its signs installed pursuant to Section 26.2 of this Lease upon the termination or earlier expiration of this Lease and repair any damage caused by the removal and/or installation of such signage.

ARTICLE 27 - PARKING

27.1. Grant of Parking Rights. Landlord, at no cost to Tenant, shall provide Tenant with the right to use the designated parking areas as depicted and shown on Exhibit E. The parking areas depicted and shown on Exhibit E shall be designated by Landlord, at Landlord's sole cost and expense, as Tenant's parking. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations.

ARTICLE 28 - BROKERS

28.1. Brokers. Landlord and Tenant each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Choice One Development, LLC ("Broker"), whose fees shall be paid by Landlord pursuant to a separate agreement. Landlord and Tenant hereby represent to each other that they know of no other real estate broker or agent who is entitled to a commission or finder's fee in connection with this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than Broker. The terms of this Article 28 shall survive the expiration or earlier termination of this Lease.

29.11. Attorney Fees and Costs. If either party undertakes litigation against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and all incurred court costs.

29.12. Interpretation of Lease Provisions. Landlord and Tenant hereby acknowledge that the terms and conditions of this Lease were reached after an arms length negotiation, that both parties participated in the drafting and preparation of this Lease, and that both parties had the opportunity to seek the advice of counsel prior to the execution and delivery of this Lease. As such, Landlord and Tenant hereby agree that the rule of construction that a document be construed most strictly against the party that prepared the document shall not be applied.

29.13. Severability. If a court of competent jurisdiction holds any provision of this Lease invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses shall not be affected.

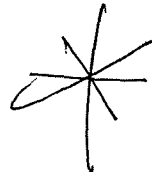
29.14. Exhibits; Entire Agreement; Amendments. The Exhibits attached to this Lease are a part of this Lease and incorporated into this Lease by reference. This Lease and all exhibits thereto constitute the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to Tenant's lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Lease by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Lease. This Lease may be amended only by an agreement in writing signed by Landlord and Tenant.

29.15. Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be made in writing and sent by prepaid certified mail with return receipt requested or by a nationally recognized overnight delivery service (e.g. Federal Express, DHL, United Parcel Service) with charges prepaid or charged to the sender's account and sent to the following addresses:

If to Landlord: Willowbrook Partners, LP
615 Willowbrook Lane
West Chester, PA 19380

If to Tenant: Bio-Medical Applications of Pennsylvania, Inc.
At the Premises

with a copy to: Bio-Medical Applications of Pennsylvania, Inc.
c/o Fresenius Medical Care North America
Attention: Law Department
920 Winter Street
Waltham, MA 02451



All notices shall be effective on delivery if delivery is confirmed by the delivery service. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities or overnight delivery service. Either party may change its address by giving the other party notice of the change in any manner permitted by this Section 29.15.

29.16. Consents. Unless a different standard is specifically stated in the applicable section of this Lease, whenever the consent of either party is required, such consent shall not be unreasonably withheld, conditioned, or delayed.

29.17. Zoning. Landlord warrants and represents that the Premises is zoned for Tenant's Permitted Use and is not located within a flood plain.

29.18. Conditions, Covenants and Restrictions Affecting Title. Landlord hereby represents and warrants to Tenant that, except as provided in Exhibit F, there are no conditions, covenants and/or restrictions affecting Landlord's title to the Property that (i) conflict with any of the terms or conditions contained in this Lease or (ii) prohibit Tenant's permitted use of the Premises pursuant to Section 6.1 of this Lease. Copies of all documents that may conflict with the terms of this Lease or affect Tenant's use of the Premises, the Building, the Property, the parking areas or the Common Areas are attached hereto as Exhibit F.

29.19. Exclusivity. Provided that Tenant is then open and operating within the Premises, and is not then in default under any of the provisions of this Lease, Landlord, its affiliates and subsidiaries shall not lease space or sell real property within a five (5) mile radius of the Property to any other tenant/ buyer for the purpose of the Permitted Use.

29.20. W-9. In connection with Tenant's payment of Base Rent, Landlord shall provide the applicable information and sign the W-9 Form attached hereto as Exhibit G.


29.21. Guaranty of Lease. Fresenius Medical Care Holdings, Inc., a New York corporation, shall execute the Guaranty of Lease attached hereto as Exhibit G.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:


Willowbrook Partners, LP



Name: Paul G. Cohen
Title: manager for LP

TENANT:

Bio-Medical Applications of Pennsylvania, Inc.



Name: Bryan Mello
Title: Assistant Treasurer

EXHIBIT B
BUILDING RULES AND REGULATIONS

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or

any part thereof.

6. Tenant shall not use, keep or permit to be used or keep any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any pets, animals or birds be brought in or kept in or about the Premises or the Building without Landlord's written consent.
7. No cooking shall be done or permitted by any Tenant on the Premises, with the exception of a coffee maker and a microwave oven for use by employees; nor shall the Premises be used for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
8. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
9. Landlord will direct electricians or telephone installers, as to where and how telephone and any additional cables or electrical wiring is to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
11. Landlord reserves the right to exclude or expel from the Building or Real Property any person who, in the judgement of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
12. Landlord shall have the right, exercisable without notice and with liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
13. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
14. Tenant shall have access to the leased space, seven (7) days per week, twenty-four (24) hours a day.

15. **No Smoking.** Premises is a smoke-free environment, which includes all offices, warehouse areas, common lobbies, halls, and bathrooms. Smoking is permitted outside of the buildings only.
 16. No Tenant shall park any large company related service or distribution vehicle in the designated parking area.
 18. Except for loading and unloading vehicles are not to be parked in the loading dock area.
 19. Tenant shall keep any personal or company vehicle inspected registered, insured, and in good working order and condition and shall not leave vehicle unmoved for more than three days
 20. Tenant shall in no way be allowed to store any material outside of their leased space without prior written consent from Landlord. All trash, material or debris outside of the leased premises must be contained inside trash dumpsters that are regularly emptied.
 21. Tenant shall not run forklifts, noisy machinery, saws, cutting devices, or any other device that directly or indirectly causes excessive noise outside of the Leased space.
-

such Encumbrance. Notwithstanding the foregoing, Tenant shall not be required to execute any agreement or other documentation that materially increases Tenant's obligations during the remainder of the Lease Term or adversely alters or negates any of Tenant's rights and remedies granted under this Lease or applicable law.

24.2. Non-Disturbance and Attornment. Provided that Tenant's occupancy of the Premises is not disturbed and that the terms and conditions of this Lease are honored by the transferee of Landlord's interest in the Property, Tenant covenants and agrees to attorn to the transferee of Landlord's interest in the Property by foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any Encumbrance or underlying lease, or operation of law, and to recognize such transferee as the new landlord under this Lease. In the event any Encumbrance holder notifies Tenant of such a transfer of Landlord's interest in the Property, Landlord agrees that Tenant shall not be liable for making payments of Base Rent, Additional Rent, and any other sums due pursuant the terms of this Lease directly to the transferee.

24.3. Modifications of Lease Required by Landlord's Lender. If any institutional lender of Landlord requests a modification of this Lease, Tenant shall endeavor in good faith to agree to that modification and to prepare and execute an amendment to this Lease so long as (a) Base Rent, Additional Rent, and any other amounts required to be paid under this Lease are not changed, (b) the time for and manner of payments under this Lease are not changed, (c) the Lease Term (including any Option Terms and the times governing Tenant's exercise of any options) is not changed, (d) Tenant's possession of the Premises and rights to possession and use of other parts of the Building and Property are not changed, (e) Landlord's obligations to Tenant under this Lease are not reduced, (f) Tenant's obligations to Landlord under this Lease are not increased, and (g) the proposed modification does not materially or adversely change the other rights and obligations of Tenant under this Lease or applicable law. As a condition of Tenant's obligation to execute an amendment, Landlord shall reimburse Tenant for its costs, including reasonable attorney fees, that are incurred in connection with the review, negotiation, and preparation of the amendment.


ARTICLE 25 - FORCE MAJEURE

25.1. Force Majeure. Except for the payment of any monies due by one party to the other under the terms and conditions of this Lease, whenever a period of time is prescribed herein for the taking of an action by Landlord or Tenant, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party.

ARTICLE 26 - SIGNS

26.1. Building Name; Landlord's Signage Rights and Obligations. Subject to Tenant's signage rights under this Article 26, Landlord may at any time change the name of the Building and install, affix, and maintain all signs on the exterior and interior of the Building as Landlord may, in Landlord's sole discretion, desire. Tenant may use the name of the Building or pictures or illustrations of the Building in its advertising or other publicity during the Lease Term. Landlord shall, at its sole cost and expense, install Tenant's name and suite number on all directories located on the Property.



 26.2. Tenant's Signage Rights. Tenant shall have the right, at its sole cost and expense, to erect, affix or display such signs or sign advertising its business as Tenant may consider necessary or desirable on the exterior or interior walls, doors, or windows of the Premises, and in locations on Building and/or exterior monuments where other tenant's signs are located. In addition, Tenant shall have the right to install directional signs in the Common Areas of the Building and the Property that indicate the location of the Premises. The location of all signs installed by Tenant pursuant to this Section 26.2 shall be subject to Landlord's consent, and which shall not be unreasonably withheld, conditioned or delayed provided that such signs are consistent with the character of other tenant's signs currently located within the Building. Additionally, Tenant, at its sole cost and expense shall obtain all necessary and/or required governmental or local municipality approvals for such signs.

26.3 Compliance with Laws. Notwithstanding anything contained in this Article 26 to the contrary, Tenant's signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order for Tenant to erect its signage. Landlord agrees to cooperate with Tenant, at no cost to Landlord, in the filing any required applications for governmental approvals for signage.

26.4. Removal of Tenant's Signs Upon Lease Termination. Tenant shall at its sole cost and expense promptly and permanently remove all of its signs installed pursuant to Section 26.2 of this Lease upon the termination or earlier expiration of this Lease and repair any damage caused by the removal and/or installation of such signage.

ARTICLE 27 - PARKING

27.1. Grant of Parking Rights. Landlord, at no cost to Tenant, shall provide Tenant with the right to use the designated parking areas as depicted and shown on Exhibit E. The parking areas depicted and shown on Exhibit E shall be designated by Landlord, at Landlord's sole cost and expense, as Tenant's parking. Such parking shall be provided in accordance with all applicable federal, state and local laws, ordinances and regulations.

ARTICLE 28 - BROKERS

28.1. Brokers. Landlord and Tenant each represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Choice One Development, LLC ("Broker"), whose fees shall be paid by Landlord pursuant to a separate agreement. Landlord and Tenant hereby represent to each other that they know of no other real estate broker or agent who is entitled to a commission or finder's fee in connection with this Lease. Each party shall indemnify, protect, defend, and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including reasonable attorney fees) for any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than Broker. The terms of this Article 28 shall survive the expiration or earlier termination of this Lease.

29.11. Attorney Fees and Costs. If either party undertakes litigation against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees and all incurred court costs.

29.12. Interpretation of Lease Provisions. Landlord and Tenant hereby acknowledge that the terms and conditions of this Lease were reached after an arms length negotiation, that both parties participated in the drafting and preparation of this Lease, and that both parties had the opportunity to seek the advice of counsel prior to the execution and delivery of this Lease. As such, Landlord and Tenant hereby agree that the rule of construction that a document be construed most strictly against the party that prepared the document shall not be applied.

29.13. Severability. If a court of competent jurisdiction holds any provision of this Lease invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses shall not be affected.

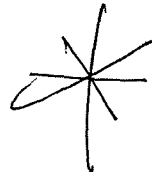
29.14. Exhibits; Entire Agreement; Amendments. The Exhibits attached to this Lease are a part of this Lease and incorporated into this Lease by reference. This Lease and all exhibits thereto constitute the final, complete, and exclusive statement of the terms of the agreement between Landlord and Tenant pertaining to Tenant's lease of the Premises and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Lease by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Lease. This Lease may be amended only by an agreement in writing signed by Landlord and Tenant.

29.15. Notices. All notices (including requests, demands, approvals, or other communications) under this Lease shall be made in writing and sent by prepaid certified mail with return receipt requested or by a nationally recognized overnight delivery service (e.g. Federal Express, DHL, United Parcel Service) with charges prepaid or charged to the sender's account and sent to the following addresses:

If to Landlord: Willowbrook Partners, LP
615 Willowbrook Lane
West Chester, PA 19380

If to Tenant: Bio-Medical Applications of Pennsylvania, Inc.
At the Premises

with a copy to: Bio-Medical Applications of Pennsylvania, Inc.
c/o Fresenius Medical Care North America
Attention: Law Department
920 Winter Street
Waltham, MA 02451



All notices shall be effective on delivery if delivery is confirmed by the delivery service. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities or overnight delivery service. Either party may change its address by giving the other party notice of the change in any manner permitted by this Section 29.15.

29.16. Consents. Unless a different standard is specifically stated in the applicable section of this Lease, whenever the consent of either party is required, such consent shall not be unreasonably withheld, conditioned, or delayed.

29.17. Zoning. Landlord warrants and represents that the Premises is zoned for Tenant's Permitted Use and is not located within a flood plain.

29.18. Conditions, Covenants and Restrictions Affecting Title. Landlord hereby represents and warrants to Tenant that, except as provided in Exhibit F, there are no conditions, covenants and/or restrictions affecting Landlord's title to the Property that (i) conflict with any of the terms or conditions contained in this Lease or (ii) prohibit Tenant's permitted use of the Premises pursuant to Section 6.1 of this Lease. Copies of all documents that may conflict with the terms of this Lease or affect Tenant's use of the Premises, the Building, the Property, the parking areas or the Common Areas are attached hereto as Exhibit F.

29.19. Exclusivity. Provided that Tenant is then open and operating within the Premises, and is not then in default under any of the provisions of this Lease, Landlord, its affiliates and subsidiaries shall not lease space or sell real property within a five (5) mile radius of the Property to any other tenant/ buyer for the purpose of the Permitted Use.

29.20. W-9. In connection with Tenant's payment of Base Rent, Landlord shall provide the applicable information and sign the W-9 Form attached hereto as Exhibit G.


29.21. Guaranty of Lease. Fresenius Medical Care Holdings, Inc., a New York corporation, shall execute the Guaranty of Lease attached hereto as Exhibit G.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date and year first hereinabove written.

LANDLORD:

Willowbrook Partners, LP



Name: *Paul G. Cohen*

Title: *Manager for EL*

TENANT:

Bio-Medical Applications of Pennsylvania, Inc.



Name:

Title:

Bryan Mello
Assistant Treasurer

EXHIBIT B
BUILDING RULES AND REGULATIONS

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the Tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or

any part thereof.

6. Tenant shall not use, keep or permit to be used or keep any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any pets, animals or birds be brought in or kept in or about the Premises or the Building without Landlord's written consent.
7. No cooking shall be done or permitted by any Tenant on the Premises, with the exception of a coffee maker and a microwave oven for use by employees; nor shall the Premises be used for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
8. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
9. Landlord will direct electricians or telephone installers, as to where and how telephone and any additional cables or electrical wiring is to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
11. Landlord reserves the right to exclude or expel from the Building or Real Property any person who, in the judgement of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
12. Landlord shall have the right, exercisable without notice and with liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
13. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
14. Tenant shall have access to the leased space, seven (7) days per week, twenty-four (24) hours a day.

15. **No Smoking.** Premises is a smoke-free environment, which includes all offices, warehouse areas, common lobbies, halls, and bathrooms. Smoking is permitted outside of the buildings only.
 16. No Tenant shall park any large company related service or distribution vehicle in the designated parking area.
 18. Except for loading and unloading vehicles are not to be parked in the loading dock area.
 19. Tenant shall keep any personal or company vehicle inspected registered, insured, and in good working order and condition and shall not leave vehicle unmoved for more than three days
 20. Tenant shall in no way be allowed to store any material outside of their leased space without prior written consent from Landlord. All trash, material or debris outside of the leased premises must be contained inside trash dumpsters that are regularly emptied.
 21. Tenant shall not run forklifts, noisy machinery, saws, cutting devices, or any other device that directly or indirectly causes excessive noise outside of the Leased space.
-



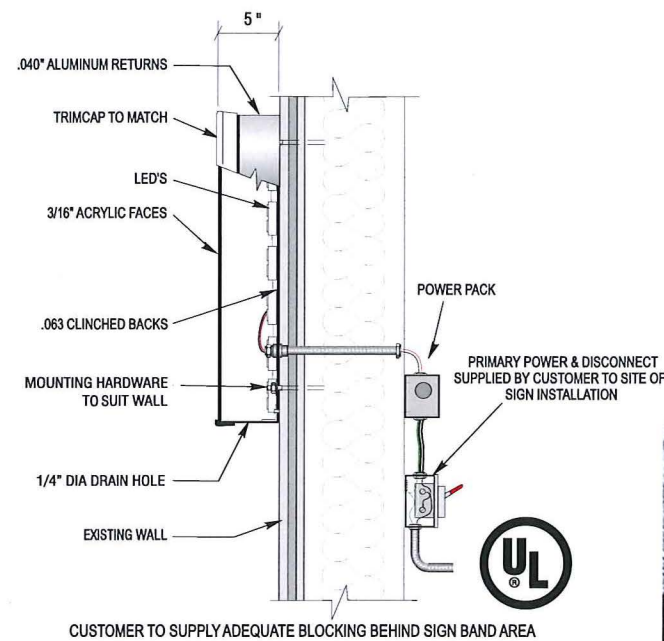
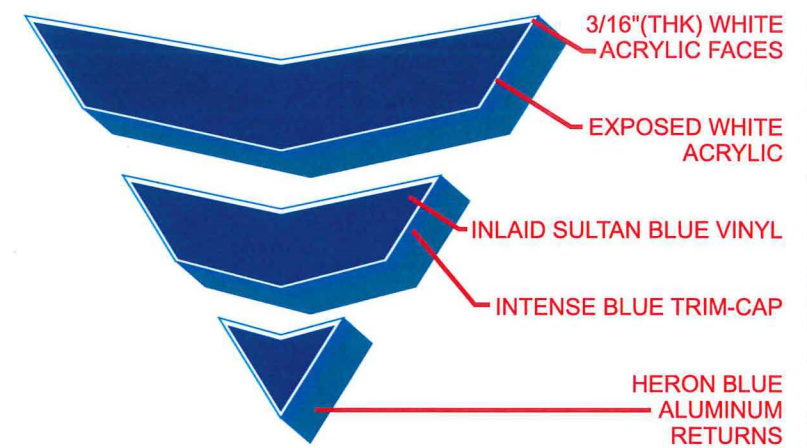
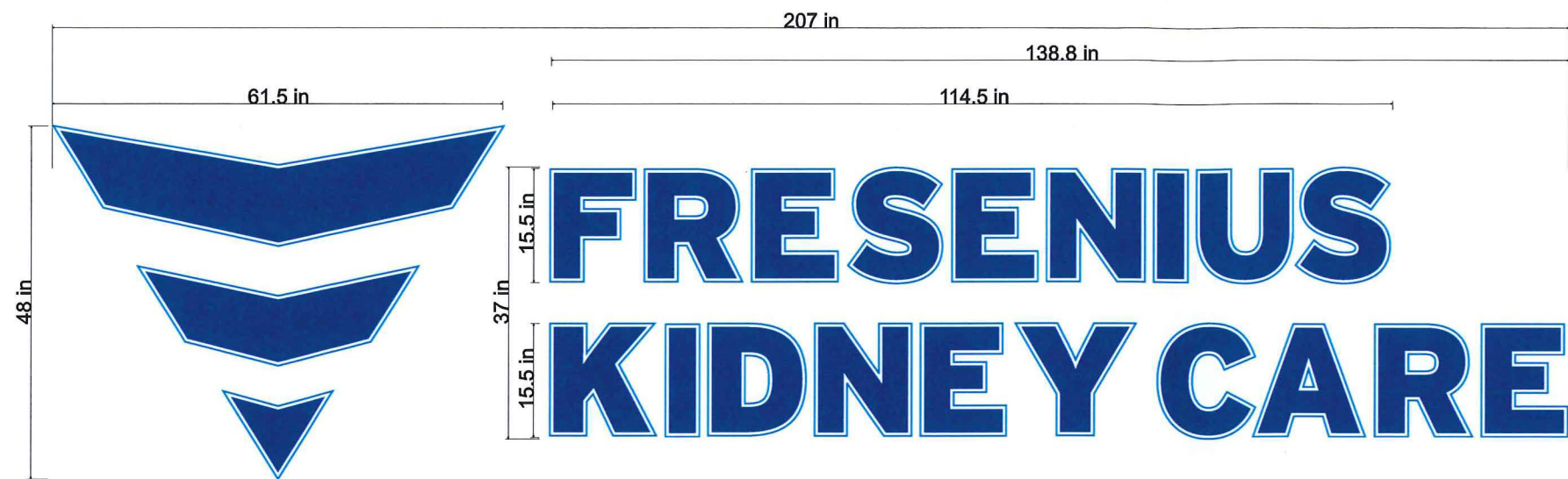
KC SIGN
& Awnings

Design • Build • Installation • Service

CUSTOMER NAME		FACE COLOR	Sign Description:	DATE	SALESMAN	DESIGNER
FRESENIUS		3/16"(THK) WHITE ACRYLIC		8/17/16	Bill Clark Jr	Craig
SITE ADDRESS		TRIM CAP		KC SIGN - CORPORATE OFFICES		
1380 ENTERPRISE DRIVE - SUITE 300 WEST CHESTER, PA 19380		1" Trim Cap - WHITE		142 Conchester Hwy Aston, PA 19014 Ph: 610-497-0111 Fax: 610-497-0110 E-mail - info@kcsignco.com		
ORDER NUMBER	PAGE	RETURN COLOR				
024238		WHITE				
		LED COLOR	RACEWAY COLOR	VINYL COLORS		
		WHITE	N/A	3M SULTAN BLUE (3630-157)		

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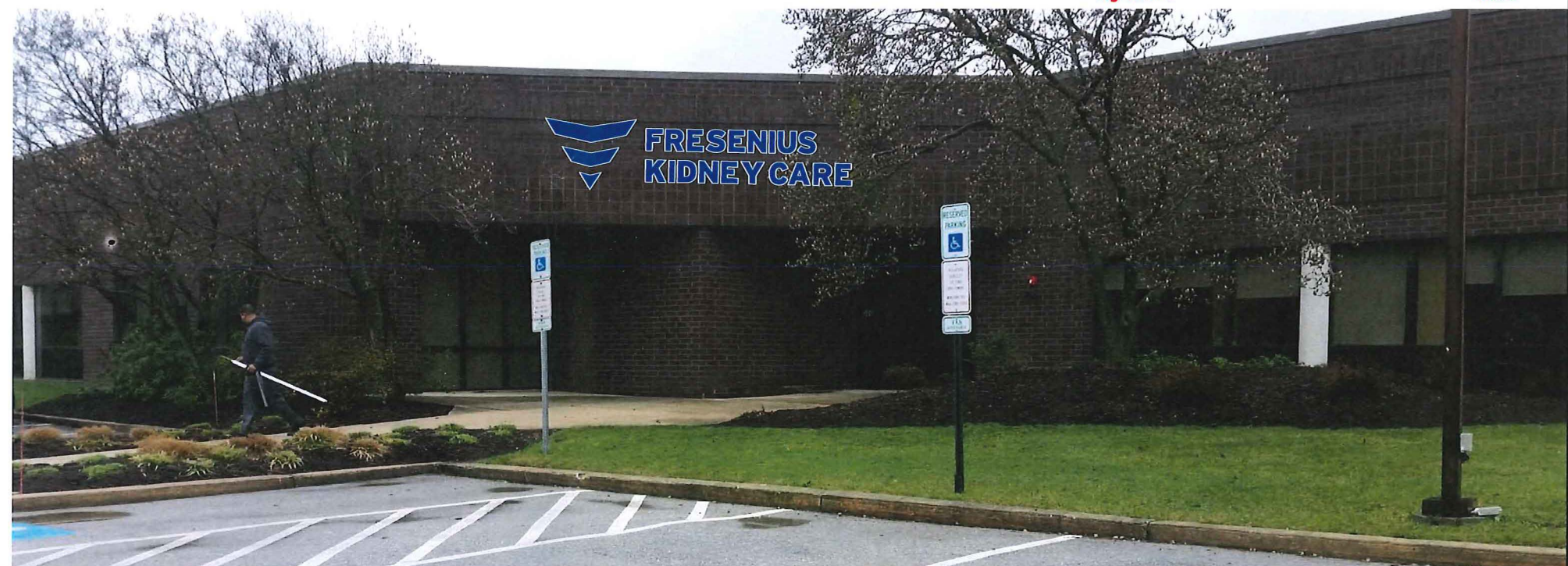
NOTE DUE TO VARIANCES AMONG COLOR PRINTED & COMPUTER MONITORS THE COLORS YOU SEE ON YOUR PROOF MAY NOT BE THE EXACT COLORS OF OUR PRODUCTS. THE COLORS YOU SEE SHOULD BE CONSIDERED CLOSE RENDITIONS TO THE ACTUAL COLORS AVAILABLE.



CUSTOMER TO SUPPLY ADEQUATE BLOCKING BEHIND SIGN BAND AREA

CUSTOMER APPROVAL: _____
Signature Date

LANDLORD APPROVAL: _____
Signature Date



**KC SIGN
& Awnings**

Design • Build • Installation • Service

CUSTOMER NAME		FACE COLOR	Sign Description: Remote Mounted Channel Letters	DATE	SALESMAN	DESIGNER
FRESENIUS		3/16"(THK) WHITE ACRYLIC		8/17/16	Bill Clark Jr	Craig
SITE ADDRESS		TRIM CAP		KC SIGN - CORPORATE OFFICES		
1380 ENTERPRISE DRIVE - SUITE 300 WEST CHESTER, PA 19380		1" Trim Cap - WHITE		142 Conchester Hwy Aston, PA 19014 Ph: 610-497-0111 Fax: 610-497-0110 E-mail - info@kcsignco.com		
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610-692-7171

www.eastgoshen.org

BOARD OF SUPERVISORS

EAST GOSHEN TOWNSHIP

CHESTER COUNTY

1580 PAOLI PIKE, WEST CHESTER, PA 19380-6199

July 26, 2017

East Goshen Township ABC Members
1580 Paoli Pike
West Chester, PA 19380

Dear ABC Members:

The East Goshen Township ABC Annual Planning Session was held on Saturday, January 7, 2017. This was one of the best planning sessions that we have had to date, and it was due in no small part to the efforts of the ABC members in attendance.

Enclosed is a list of the goals that were presented by the ABCs at the planning session.

On behalf of the Board of Supervisors, it would be appreciated if you could provide Rick Smith with a status report on your goals by August 31st. The Board will review them at its meeting on September 5, 2017.

Sincerely,



E. Martin Shane, Chairman
Board of Supervisors

2017 ABC GOALS

Conservancy Board:

- Wood chipping around planted trees
- Continual spraying against invasive species – **Comp Plan Objective 11.6**
- Develop a plan for the Serpentine Rock - **PR&O Plan Action 2.2C**
- Upkeep of bluebird houses to control insect population
- April 22, 2017 is the date for “Keep E. Goshen Beautiful” Day - **Comp Plan Objective 11.4**
- Clymer’s Woods, which is currently being maintained as a free-form woodland area may need to become a more manicured area as it also occupies the area which is the Gateway Entrance to E. Goshen Township.

Futurist Committee:

- The creation of a much-needed “town center” to house specialty shops, restaurants, micro businesses, and a central gathering area - **Comp Plan Objective 6.1**
- Clear signage and lighting to highlight the “town center” – **Comp Plan Objective 6.1**
- Amend the Township “bylaws” to allow for liquor sales
- Establish a strategic long-range planning objective with steps outlining how to achieve the objective and the stated benefits to all residents, then adopt a resolution to make it official
- Need for a “branding” of the Township to include clear signage that would include renaming the Township to “Goshenville”

Historic Commission:

- No goals presented

Municipal Authority:

- The West Goshen Sewer Plant, of which East Goshen Township has a 16.66% interest, is in the process of upgrading the plant’s equipment. **Comp Plan Objective 10.1**
- West Goshen Township is currently undergoing an EPA review to determine its phosphorous limit. **Comp Plan Objective 10.1**

Park and Recreation Commission:

- Increasing pedestrian circulation along Paoli Pike, especially in the form of a “Paoli Pike Promenade” with sidewalks and crosswalks, as well as increasing pedestrian circulation and pedestrian safety along greenway, with trails, walkways, and crosswalks - **Comp Plan Objective 8.6**
- Developing the Paoli Pike Trail through East Goshen, from West Goshen to Willistown - **Comp Plan Objective 9.2**
- Maintaining and upgrading East Goshen Park - **Comp Plan Objective 9.3**

Planning Commission:

- Assist in the Paoli Pike Master Corridor Plan - **Comp Plan Objectives 6.2 & 8.6 and PR&O Plan Action 1.7B**
- Review Zoning Ordinance as it relates to new technologies, drones, and nodes replacing telecommunications towers and the best locations for them - **Comp Plan Objective 6.6**