



# BOROUGH OF CONSHOHOCKEN

## ZONING HEARING BOARD

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### AGENDA

November 16, 2020, 7:00 PM

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This meeting is being held using a Go to Meeting platform and will be recorded.

The public is asked to please keep their phones on mute at all times. There will be time for public comment that will be announced by the Zoning Hearing Board Chairman. During the meeting, you may submit written comments by e-mailing them to [Zoning@conshohockenpa.gov](mailto:Zoning@conshohockenpa.gov). Please provide your name, address and property reference.

1. Call to Order
2. Appearance of Property

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PETITIONER:	Matthew O'Hanlon
PREMISES INVOLVED:	340 E. 7 <sup>th</sup> Ave. Conshohocken, PA 19428 Borough Residential 1

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PETITIONER:	Howlin Equities, LLC. (C/O Josh Denenberg)
PREMISES INVOLVED:	1023 Fayette St. Conshohocken, PA 19428 Residential Office

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\*\*\*\* Persons who submitted an entry of appearance application for a specific property will be called upon at the appropriate time.

3. Public Comment - (state your name, address and property reference)
4. Announcements/Discussion
5. Adjournment

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov).



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

MAYOR  
Yaniv Aronson

BOROUGH COUNCIL  
Colleen Leonard, President  
Tina Sokolowski, Vice-President  
Robert Stokley, Senior Member  
Anita Barton, Member  
James Griffin, Member  
Jane Flanagan, Member  
Karen Tutino, Member

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Stephanie Cecco  
Borough Manager

## ZONING NOTICE

**NOVEMBER 16, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS**

### ZONING HEARING Z-2020-11

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on November 16, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of the Conshohocken Zoning Hearing Board and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following request.

PETITIONER: Matthew O'Hanlon  
340 E. 7<sup>th</sup> Ave., Conshohocken, PA 19428

PREMISES INVOLVED: 340 E. 7<sup>th</sup> Ave., Conshohocken, PA 19428  
Borough Residential 1

OWNER OF RECORD: Matthew O'Hanlon  
340 E. 7<sup>th</sup> Ave., Conshohocken, PA 19428

The Petitioner is requesting a variance from the Borough Zoning Code Section 27-809.2 to permit the construction of a retaining wall within the right-of-way of Jones Street.

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the attached entry of appearance form to [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov). Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request.

Thank you,  
Zoning Hearing Board

# ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

**Audio Feed Participation:** You may dial-in to access the audio feed of the meeting. All participants (whether listening or providing comments) must use this method of audio participation, even those using Go-To-Meeting to access the video feed. To access audio, please use the below number and access code/ password information.

*We ask that you please always keep your phones on mute, unless giving a public comment as set forth in the Public Comment section below.*

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/972846509>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/972846509>

If you have already downloaded the Go-To-Meeting application, the link will redirect you to the application itself. Please follow the instructions.

It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Go-To-Meeting application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

**Public Comment:** There will be a designated time on the agenda for public comment. Those with public comment shall state their name and address. Prior to the start of the meeting, you may submit written comments by e-mailing them to [Bmyrsiades@conshohockenpa.gov](mailto:Bmyrsiades@conshohockenpa.gov). Similarly, during the meeting, you may submit written comments by e-mailing them to [bmyrsiades@conshohockenpa.gov](mailto:bmyrsiades@conshohockenpa.gov).

Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address, and property in question.

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at [bmyrsiades@conshohockenpa.gov](mailto:bmyrsiades@conshohockenpa.gov).

# The Borough of Conshohocken Zoning Hearing Board Entry of Appearance as a Party

I/We \_\_\_\_\_

Request to be granted party status in Application Z \_\_\_\_\_.

Applicant: \_\_\_\_\_

Please print name and address below:

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Please Sign Below:

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Please return form via mail or e-mail to the below:  
*(Entry must be received no later than Wednesday November 11<sup>th</sup>, 2020)*

MAIL:  
Borough of Conshohocken  
Attn: Bobbi Jo Myrsiades  
400 Fayette St. - Suite 200  
Conshohocken, PA 19428

E-MAIL:  
[zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov)



# BOROUGH OF CONSHOHOCKEN

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MAYOR  
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Anita Barton, Member  
James Griffin, Member  
Tina Sokolowski, Member  
Karen Tutino, Member

## MEMORANDUM

Stephanie Cecco  
Borough Manager

Date: October 30, 2020  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, P.E.  
Re: Z-2020-11 - 340 E. 7<sup>th</sup> Ave

**History of the Site:** 340 E. 7<sup>th</sup> Ave is a 4,200 square-foot lot located on the northwest corner of East 7<sup>th</sup> Avenue and Jones Street, in the Borough Residential 1 (BR-1) Zoning District. The property was recently developed with a single-family dwelling and detached garage as part of an 8-lot subdivision and land development project along the 300 block of E. 7<sup>th</sup> Avenue. The Jones Street legal right-a-way along the subject property is 60-feet wide with a 42-foot wide cartway. Behind the western curb line of Jones Street is 3.2-foot wide grass strip and a 5-foot wide sidewalk. The outer edge of the sidewalk is located 3.2 feet from the western limit of the Jones Street legal right-of-way. The eastern property line of the subject property corresponds with the Jones Street legal right-of-way.

**Current Request:** The applicant is proposing to construct a 3.5-foot high retaining wall extending along the eastern side of the property between the dwelling and detached garage. The applicant is seeking a variance to allow the retaining wall to be located within the Jones Street legal right-of-way, running along the outside edge of the sidewalk. The proposed wall would encroach 3.2 feet into the legal right-of-way.

**Zoning Determination:** Per Borough Code Section 27-809.2.A, all walls and fences shall be outside of the legal right-of-way. The proposed wall is located within the Jones Street legal right-of-way and therefore does not comply with the Borough Zoning Code.



**BOROUGH OF CONSHOHOCKEN**  
 400 Fayette Street, Suite 200, Conshohocken, PA 19428  
 Phone (610) 828-1092 Fax (610) 828-0920

## Zoning Application

BOROUGH of CONSHOHOCKEN

Application: Z-2020-11  
 Date Submitted: 10-13-20  
 Date Received: 10-13-20

- Application is hereby made for:
  - Special Exception
  - Variance
  - Appeal of the decision of the zoning officer
  - Conditional Use approval  Interpretation of the Zoning Ordinance
  - Other \_\_\_\_\_
- Section of the Zoning Ordinance from which relief is requested:  
Property Line for retaining wall/fence
- Address of the property, which is the subject of the application:  
340 E. 7th Ave.
- Applicant's Name: Matthew O'Hanlon  
 Address: 340 E 7th Ave. Conshohocken, PA 19428  
 Phone Number (daytime): 610-291-6528  
 E-mail Address: Matt.ohanlon@gmail.com
- Applicant is (check one): Legal Owner  Equitable Owner ; Tenant
- Property Owner: Matthew & Stephanie O'Hanlon  
 Address: 340 E. 7th Ave. 19428  
 Phone Number: 610-291-6528  
 E-mail Address: Matt.ohanlon@gmail.com
- Lot Dimensions: \_\_\_\_\_ Zoning District: \_\_\_\_\_

8. Has there been previous zoning relief requested in connection with this Property?

Yes  No  If yes, please describe.

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

Property back yard for safety of children.

The property is currently very sloped and unsafe for children & properly make use of the back yard.

10. Please describe the proposed use of the property.

level out back yard that is extremely sloped & not safe.  
be able to have safe back yard for young children & allow them a safe area to play.

11. Please describe proposal and improvements to the property in detail.

- level out back yard for safety
- retaining wall & fence to keep children safe and be able to have usable back yard to play in & have swingset be able to fit for our children & other neighbors children.
- retaining wall & clean black aluminum fence to bring good curb appeal to the neighborhood

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

- We moved from the Grande Condos to this new property to remain in the community & raise our family here. I was informed I was paying a premium for the corner lot for a bigger yard & losing the 3 feet sidewalk prohibits that.
- We have a 2 year old daughter & are expecting in January 2021. The additional 2-3 feet is necessary to have a safe & usable back yard for our children, family, & neighborhood children.
- We cannot properly fit swingset & family area without the additional space. The block material of the wall will also be another 12-18 inches we will lose for the yard.
- Currently many dogs are being walked onto our yard & well beyond 3 feet onto the yard. This also includes going to the bathroom on our yard. This is a hazard for our children & family.

13. If a Variance is being requested, please describe the following:

a. The unique characteristics of the property: Narrow, small, & Bad slope

b. How the Zoning Ordinance unreasonably restricts development of the property:

Limits 3 feet off the sidewalk.

c. How the proposal is consistent with the character of the surrounding neighborhood.

The house right behind us at 8th & Jones has a fence within 6 inches of the sidewalk on Jones St.

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

- 2 1/2 - 3 feet
- Without this the property will be too small to use for the family & safety.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

property plans on file.



b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

c. Please describe in detail the reasons why the requested relief should be granted.

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Phone Number: \_\_\_\_\_

d. E-mail Address: \_\_\_\_\_

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

*[Handwritten signature]*

Applicant

*Matthew O'Keefe*

Legal Owner

*10-13-2020*

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this *13th* day of *October*, 20*20*.

*[Handwritten signature]*

Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal  
Dana D. Conaway, Notary Public  
Montgomery County  
My commission expires May 4, 2023  
Commission number 1233219  
Member, Pennsylvania Association of Notaries



**BOROUGH OF CONSHOHOCKEN**  
400 Fayette Street, Suite 200, Conshohocken, PA 19428  
Phone (610) 828-1092 Fax (610) 828-0920

## Decision

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(For Borough Use Only)

Application Granted

Application Denied

MOTION:

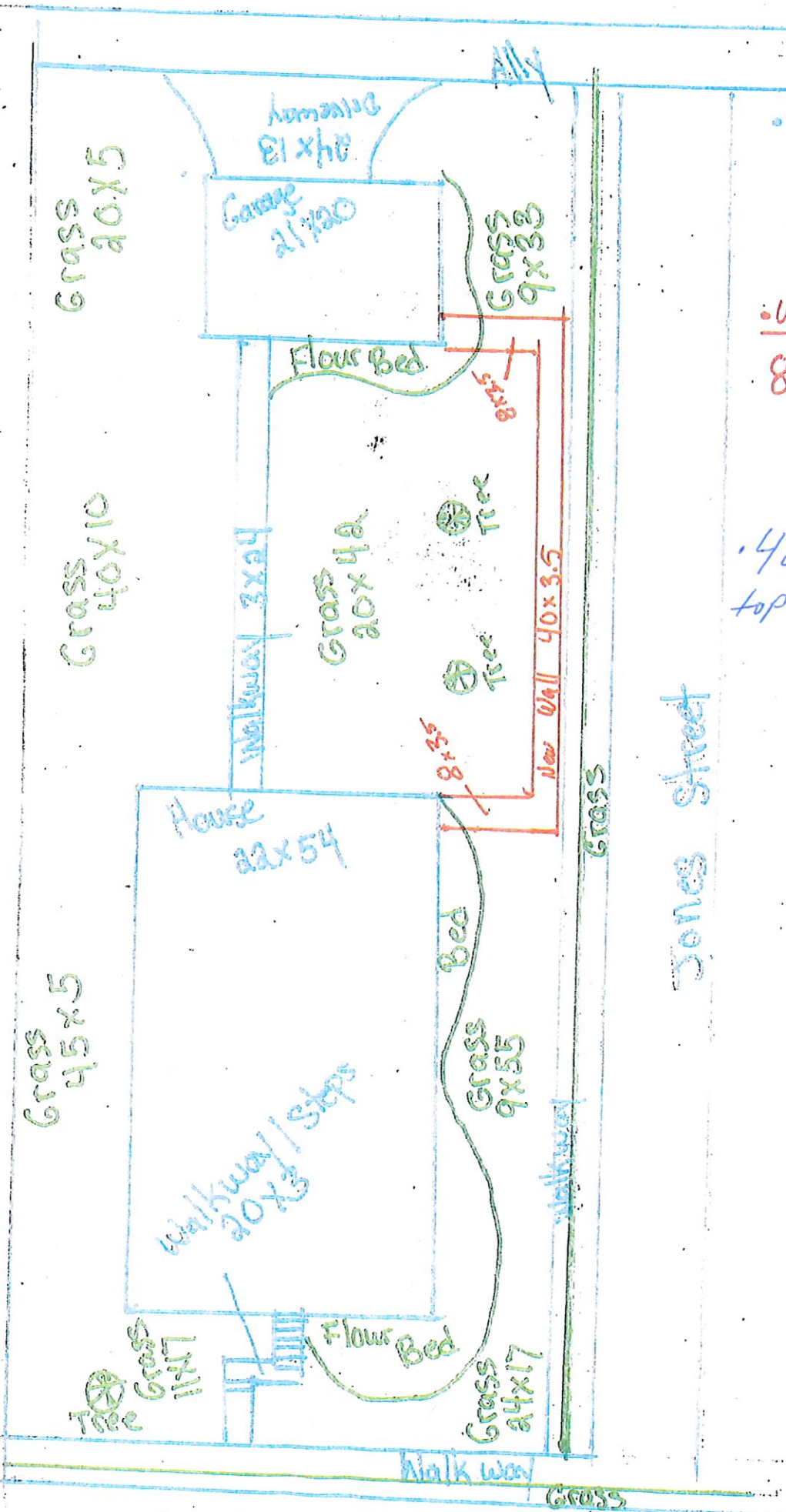
CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: \_\_\_\_\_

Proposed layout



• Matt O'Hanlon  
340 E 7th Av  
610-291-652

• Wall Block  
84x120x18L  
196 Sq Ft

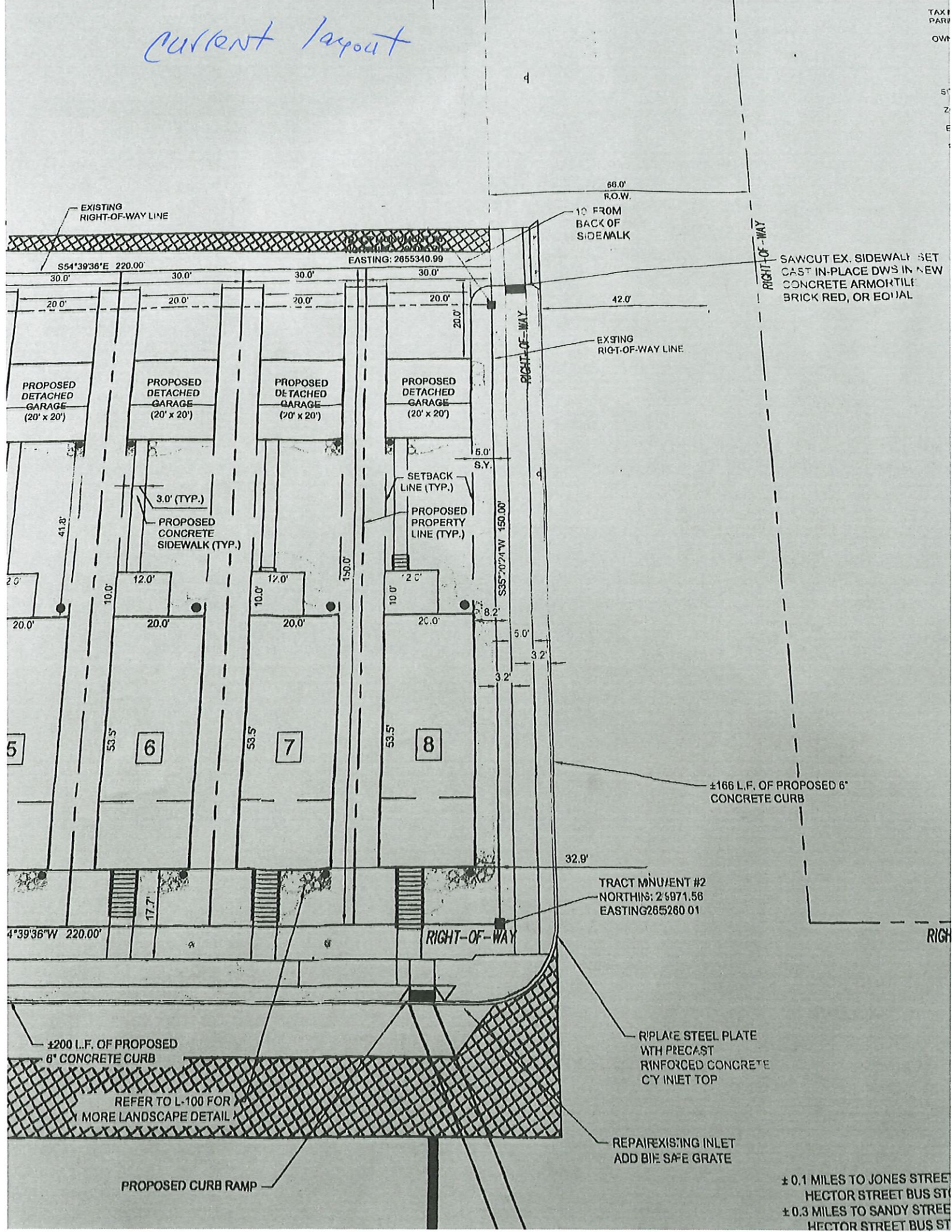
• 48 inch fence  
top of wall

Jones Street

current layout

TAXI  
PARV  
OVR

5'  
Z  
E



SAWCUT EX. SIDEWALK SET  
CAST-IN-PLACE DWS IN NEW  
CONCRETE ARMORTILE  
BRICK RED, OR EQUAL

±166 L.F. OF PROPOSED 6"  
CONCRETE CURB

TRACT MONUMENT #2  
NORTHING: 26971.56  
EASTING: 265260.01

±200 L.F. OF PROPOSED  
6" CONCRETE CURB  
REFER TO L-100 FOR  
MORE LANDSCAPE DETAIL

REPLACE STEEL PLATE  
WITH PRECAST  
REINFORCED CONCRETE  
CY INLET TOP

REPAIR EXISTING INLET  
ADD BIE SAFE GRATE

PROPOSED CURB RAMP

± 0.1 MILES TO JONES STREET  
HECTOR STREET BUS ST  
± 0.3 MILES TO SANDY STREET  
HECTOR STREET BUS ST

# STANDARD AGREEMENT FOR THE SALE OF NEW CONSTRUCTION

ASNC

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

PARTIES	
<b>BUYER(S):</b> <u>Matthew Thomas O'Hanlon and Stephanie Ann O'Hanlon</u>	<b>SELLER(S):</b> <u>720 Spring Mill LP</u>
<b>BUYER'S MAILING ADDRESS:</b> _____ _____ _____	<b>SELLER'S MAILING ADDRESS:</b> _____ _____ _____

PROPERTY	
Subdivision, Phase, Model <u>Phase 1 Lot 8</u>	
Property Address (including postal city) <u>340 East 7th Avenue</u> ZIP <u>19428</u>	
in the municipality of <u>Conshohocken</u> , County of <u>Montgomery County</u>	
in the School District of <u>Colonial</u> , in the Commonwealth of Pennsylvania.	
Tax ID #(s): _____ and/or	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>Lot #8</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> <b>No Business Relationship (Buyer is not represented by a broker)</b>	
Broker (Company) <u>KW Realty Group Limerick</u> Company License # <u>RB065106</u> Company Address <u>542 N. Lewis road</u> <u>Limerick, PA 19468</u> Company Phone _____ Company Fax _____ Broker is (check only one): <input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Rebecca A O'Hanlon</u> State License # <u>RS283932</u> Direct Phone(s) <u>610-792-5900</u> Cell Phone(s) <u>610-291-6526</u> Email <u>theohanlonteam@comcast.net</u> Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> <b>No Business Relationship (Seller is not represented by a broker)</b>	
Broker (Company) <u>Keller Williams Main Line Realty</u> Company License # <u>RB065467</u> Company Address <u>901 Fayette Street Second, Floor</u> <u>Conshohocken, PA 19428</u> Company Phone _____ Company Fax _____ Broker is (check only one): <input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Ernie Facchine</u> State License # <u>AB068450</u> Direct Phone(s) <u>610-721-7599</u> Cell Phone(s) <u>6107217599</u> Email <u>EFACCHINE@COMCAST.NET</u> Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

**DUAL AND/OR DESIGNATED AGENCY**

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

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

Buyer Initials: [Signature] SPD

Seller Initials: [Signature]

1. **By this Agreement**, dated 12/04/2019

Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase Property lot or piece of ground ( check here if lot is not being conveyed) with buildings and improvements to be erected thereon.

2. **PURCHASE PRICE AND DEPOSITS (9-15)**

(A) Purchase Price \$660,000.00

(six hundred sixty thousand

U.S. Dollars), to be accounted for as follows:

1. Base Price	\$660,000.00
2. Lot Premium, if any	\$
3. Total Options/Extras/Alterations (see attached addendum)	\$
(B) Purchase Price will be paid by Buyer to Seller as follows:	
1. Initial deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement:	\$10,000.00
2. Additional Deposit within _____ days of the Execution Date of this Agreement:	\$
3. Non-refundable deposit (for pre-paid extras, options, alterations, etc.) payable directly to Seller on or before _____	\$
4. _____	\$
5. _____	\$
6. _____	\$

Remaining balance will be paid at settlement.

(C) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

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

3. **SELLER ASSIST (If Applicable) (2-12)**

Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. **SETTLEMENT AND POSSESSION (9-15)**

(A) Settlement Date is 03/30/2020, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: \_\_\_\_\_

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

(E) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax. Following settlement, the Property will be reassessed and Buyer will receive an interim tax bill for the increased taxes due for the current tax period. This interim bill may not be covered by Buyer's tax escrow with the lender, if any.

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

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

(H) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement.

5. **DATES/TIME IS OF THE ESSENCE (9-15)**

(A) Written acceptance of all parties will be on or before: 12/07/2019

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day

Buyer Initials: MR. ISAO

Seller Initials: CB

this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

- (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.
- (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

**6. ZONING (9-15)**

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

**Zoning Classification, as set forth in the local zoning ordinance: Residential**

**7. CONSTRUCTION AND PERMITS (9-15)**

**(A) Schedule of Construction**

- 1. **Commencement Date:** Seller estimates that Seller will commence construction on or about 12/27/2019. Seller reserves the right to delay commencement of construction until Buyer has received and signed a valid mortgage commitment in accordance with Paragraph 8.
- 2. **Completion Date:** Seller estimates completion of construction on or about 03/20/2020. Buyer acknowledges that the estimated Completion Date is made by Seller as an accommodation to Buyer to assist Buyer in formulating future plans. If commencement, completion, and/or settlement are delayed due to inclement weather, strikes, delays in issuance of permits, unavailability of labor or materials, or any other reason beyond Seller's control, all times and dates (including settlement date) will be automatically extended accordingly and time is not deemed to be of the essence.
- 3. **Anticipated Settlement:** Settlement will be held on a date which is within \_\_\_\_\_ days (10 if not specified) after Seller supplies Buyer with a written notice of settlement. However, at the time of settlement the house and premises will have been substantially completed. If the municipality or governmental authority requires a Use & Occupancy permit, Seller will provide one at settlement.
- 4. **Settlement Deadline:** The previous paragraph notwithstanding. Should Seller be unable to settle on the Property in substantially completed condition for which a Use & Occupancy permit has been issued (where required) on or before 04/10/2020, Buyer may terminate this Agreement and all deposit monies including amounts identified in Paragraph 2(B) of this Agreement as non-refundable, will be returned to Buyer according to the terms of Paragraph 23 of this Agreement.

**(B) Notices, Assessments and Government Requirements**

- 1. Seller will be responsible for any notice of improvements or assessments received on or before the date of settlement.
- 2. All necessary permits will be obtained and paid for by Seller prior to settlement.
- 3. Seller will comply with all restrictions and requirements imposed by any governmental authorities.
- 4. Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

**(C) Landscaping and Driveway**

- 1. Seller will attempt to preserve as many of the existing trees or shrubs as reasonably possible during the construction of the improvements and house on the premises. It is expressly agreed that Seller does not guarantee or warrant the survival of any trees or shrubs existing on the premises prior to construction. Any existing trees or shrubs that may die after settlement are the sole responsibility of Buyer.
- 2. Seller will be responsible for top soil, rough grade, fine grade, seeding and stabilization unless otherwise stated here: \_\_\_\_\_

Except as modified by the rules of the Homeowners Association or Condominium Association, if any, any soil washouts from rain or melting snow or burnouts due to droughts after settlement are the sole responsibility of Buyer. Buyer is responsible for watering, fertilizing and reseeding the lawn as necessary after settlement.

- 3. Buyer acknowledges that due to adverse weather conditions and other events beyond Seller's reasonable control, items including the driveway surface, grading and seeding, exterior painting or staining, and exterior concrete surfaces may not be completed at time of settlement. Unless otherwise agreed, no portion of the purchase price or option payments will be placed in an escrow account or withheld from Seller at settlement to compensate for incomplete items. Seller will complete the items within a reasonable time after settlement as weather conditions permit.
- 4. This paragraph will survive settlement.

**(D) Substitutions**

**BUYER AND SELLER ACKNOWLEDGE THAT THE BUILDINGS AND IMPROVEMENTS ON THE PREMISES WILL BE SUBSTANTIALLY SIMILAR TO THE ESTABLISHED BUILDING SPECIFICATIONS. BUYER ALSO ACKNOWLEDGES THAT SELLER HAS THE RIGHT TO MAKE SUBSTITUTIONS OF MATERIALS OR PRODUCTS OF SUBSTANTIALLY EQUAL OR BETTER QUALITY AT SELLER'S SOLE DISCRETION, WITH NOTICE TO BUYER, AND THAT ACTUAL MATERIALS AND PRODUCTS MAY VARY FROM SAMPLE MATERIALS AND PRODUCTS.**

Buyer Initials:   HJL     SPO  

Seller Initials:   C.B



174 **8. MORTGAGE CONTINGENCY (1-18)**

- 175  **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties  
 176 may include an appraisal contingency.  
 177  **ELECTED.**

178 (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

179 <b>First Mortgage on the Property</b>	179 <b>Second Mortgage on the Property</b>
180 Loan Amount \$ 528,000.00	180 Loan Amount \$ _____
181 Minimum Term 30 _____ years	181 Minimum Term _____ years
182 Type of mortgage jumbo	182 Type of mortgage _____
183 For conventional loans, the Loan-To-Value (LTV) ratio is not to 184 exceed 80 _____ %	183 For conventional loans, the Loan-To-Value (LTV) ratio is not to 184 exceed _____ %
185 Mortgage lender TD Bank or Similar	185 Mortgage lender _____
186	186
187 Interest rate 3.5 _____ %; however, Buyer agrees to accept the 188 interest rate as may be committed by the mortgage lender, not 189 to exceed a maximum interest rate of 4.5 _____ %.	187 Interest rate _____ %; however, Buyer agrees to accept the in- 188 terest rate as may be committed by the mortgage lender, not to 189 exceed a maximum interest rate of _____ %.
190 Discount points, loan origination, loan placement and other fees 191 charged by the lender as a percentage of the mortgage loan (excluding 192 any mortgage insurance premiums or VA funding fee) not to exceed 193 _____ % (0% if not specified) of the mortgage loan.	190 Discount points, loan origination, loan placement and other fees 191 charged by the lender as a percentage of the mortgage loan (excluding 192 any mortgage insurance premiums or VA funding fee) not to exceed 193 _____ % (0% if not specified) of the mortgage loan.

194 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s)  
195 according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later  
196 than 03/06/2020 \_\_\_\_\_.

- 197 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage  
198 application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to ter-  
199 minate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage  
200 application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer is obligated to make a good-  
201 faith effort to obtain mortgage financing.
- 202 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating  
203 lender's conditional or outright approval of Buyer's mortgage application(s):  
 204 a. Does not satisfy the terms of Paragraph 8(A), OR  
 205 b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be  
206 received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or re-  
207 moved in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension  
208 thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming  
209 employment).
- 210 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all  
211 deposit monies will be returned to Buyer according to the terms of Paragraph 23 and this Agreement will be VOID. Buyer will  
212 be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agree-  
213 ment, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for can-  
214 cellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3)  
215 Appraisal fees and charges paid in advance to mortgage lender(s).

216 (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular  
217 LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific  
218 level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The ap-  
219 praised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or  
220 lower than the Purchase Price and/or market price of the property.

221 (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee  
222 the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s),  
223 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by  
224 law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage  
225 lender(s) to make the above mortgage term(s) available to Buyer.

226 (E) Within 10 days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application  
227 (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage terms and to  
228 the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker  
229 for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage  
230 loan process.

231 (F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or  
232 employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering  
233 of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, refuse  
234 to approve or issue a mortgage loan commitment.

235 (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs  
236 to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of  
237 receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.

238 Buyer Initials: JD SAO

Seller Initials: CB

1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.
2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
  - a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement.

**If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 25 of this Agreement.**

**FHA/VA, IF APPLICABLE**

(I) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$\_\_\_\_\_ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

**Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

- (J) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**  
 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- (K) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

**9. CHANGE IN BUYER'S FINANCIAL STATUS (9-15)**

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

**10. SELLER REPRESENTATIONS (9-15)**

**(A) Radon Mitigation (See Radon Notice below)**

1. Seller represents that the Property does not currently have a radon mitigation system and Seller will not install preparatory work for a radon mitigation system unless otherwise checked below.  
 Seller will install preparatory work for a radon mitigation system.

2. **Radon Notice:** Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection, Bureau of Radiation Protection, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 787-2480, www.depweb.state.pa.us.

**(B) Status of Water**

Seller represents that the Property is served by:

- Public Water    Community Water    On-site Water    None

**(C) Status of Sewer**

1. Seller represents that the Property is served by:

- Public Sewer    Community Sewage Disposal System    Ten-Acre Permit Exemption (see Sewage Notice 2)  
 Individual On-lot Sewage Disposal System (see Sewage Notice 1)    Holding Tank (see Sewage Notice 3)  
 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)  
 None (see Sewage Notice 1)    None Available/Permit Limitations in Effect (see Sewage Notice 5)

**2. Notices Pursuant to the Pennsylvania Sewage Facilities Act**

**Notice 1:** There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a

Buyer Initials: [Signature]

Seller Initials: [Signature]

255 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with  
256 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The  
257 local agency charged with administering the Act will be the municipality where the Property is located or that municipality work-  
258 ing cooperatively with others.

259 **Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provi-**  
260 **sions of Section 7 of the Pennsylvania Sewage Facilities Act.** (Section 7 provides that a permit may not be required before in-  
261 stallng, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system  
262 where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing  
263 were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at  
264 the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as  
265 a result.

266 **Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water**  
267 **carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site.** Pursuant  
268 to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date  
269 of its installation or December 14, 1995, whichever is later.

270 **Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance**  
271 **specified by regulation.** The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide  
272 guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or  
273 water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation  
274 distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall  
275 be 100 feet.

276 **Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations.** Sewage fa-  
277 cilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the mu-  
278 nicipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations  
279 promulgated thereunder.

280 (D) **Historic Preservation**

281 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

282 (E) **Land Use Restrictions**

283 1.  Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the  
284 following Act(s) (see Notices Regarding Land Use Restrictions below):

- 285  Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)  
286  Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)  
287  Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)  
288  Conservation Reserve Program (16 U.S.C. § 3831 et seq.)  
289  Other \_\_\_\_\_

290 2. **Notices Regarding Land Use Restrictions**

- 291 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations  
292 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits  
293 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- 294 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment.  
295 Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this  
296 Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result  
297 in the future as a result of any change in use of the Property or the land from which it is being separated.
- 298 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water  
299 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open  
300 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that  
301 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific ter-  
302 mination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply  
303 from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the  
304 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- 305 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are  
306 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the  
307 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer  
308 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now  
309 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

310 (F) **Real Estate Seller Disclosure Law**

- 311 1. Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential  
312 real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A  
313 residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other  
314 transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL**  
315 **DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s).  
316 Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern  
317 the resale of condominium and cooperative interests.
- 318 2. Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. The Seller's

319 Buyer Initials: MS TSAD

Seller Initials: AA

Property Disclosure Law does not require a disclosure form when:

1. A one-year written warranty covering the construction will be provided;
2. The building will be inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; AND
3. A certificate of occupancy or a certificate of code compliance will be issued for the dwelling.

**(G) Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: \_\_\_\_\_
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_

**11. WAIVER OF CONTINGENCIES (9-05)**

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.

**12. DUE DILIGENCE/INSPECTIONS (9-15)**

- (A) Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
- (B) Seller will have the following utilities turned on for pre-settlement walk-through inspection; Buyer may elect to activate any additional utilities.  
 Natural Gas                       Propane                       Oil                       Water  
 Sewage                                       Electricity
- (C) Buyer reserves the right to make two pre-settlement walk-through inspections of the Property when the Property is substantially complete. Seller will notify Buyer prior to settlement of the date and time of Buyer's pre-settlement walk-through inspections of the Property. Buyer's right to make these inspections is not waived by any other provision of this Agreement.
- (D) At a pre-settlement inspection, Buyer and Seller will complete and sign a list of items (punch list) to be completed, modified, or replaced within \_\_\_\_\_ DAYS (30 if not specified) after settlement. Items that cannot be completed, modified, or replaced within \_\_\_\_\_ DAYS (30 if not specified) of settlement due to events beyond Seller's reasonable control will be completed by Seller as soon as is reasonably possible, not to exceed \_\_\_\_\_ DAYS (365 if not specified) after settlement. This paragraph will survive settlement.
- (E) Buyer's failure to inspect the Property on the dates of the scheduled pre-settlement inspections or Buyer's failure to complete and sign the pre-settlement inspection form constitutes a waiver of Buyer's right to inspect the Property, and Buyer will accept the Property at settlement in its then present condition without obligation of modification or replacement.
- (F) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
- (G) Seller has the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

**(H) Notices Regarding Property & Environmental Inspections**

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.
2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., 2810A, Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

**13. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) PUBLIC OFFERING STATEMENT (9-15)**

- (A) The Property is NOT part of a Condominium or part of a Planned Community unless checked below.
- (B)  CONDOMINIUM
  1. Buyer acknowledges that the Property is a unit of a condominium as defined by the Uniform Condominium Act. Seller is a declarant of the condominium and is required to provide Buyer with a public offering statement.
  2. The delivery of the public offering statement must be made no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within fifteen (15) days after receiving the public offering statement and within fifteen (15) days of receipt of any amendment to the Statement that materially and adversely affects Buyer.

Buyer Initials: MSA

Seller Initials: CB

387 (C)  PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)

- 388 1. Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. Seller  
389 is a declarant of the planned community and is required to provide Buyer with a public offering statement.  
390  
391 2. The declarant must provide Buyer with a copy of the public offering statement and its amendments no later than the date Buyer  
392 executes this Agreement. Buyer may cancel this Agreement within seven (7) days after receiving the public offering statement  
393 and within seven (7) days after receiving any amendment to the contract that would materially and adversely affect Buyer.  
394   Buyer has received a copy of the public offering statement before signing this Agreement.

395 14. TITLES, SURVEYS AND COSTS (9-15)

- 396 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular  
397 rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic  
398 preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground;  
399 easements of record; and privileges or rights of public service companies, if any.  
400 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from  
401 a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies  
402 come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to  
403 release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance  
404 policy.  
405 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
406 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and  
407 charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.  
408 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was pre-  
409 pared.  
410 (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description  
411 of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required  
412 by the mortgage lender will be obtained and paid for by Buyer.  
413 (F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the Settlement  
414 Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited  
415 to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice  
416 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all  
417 liens and encumbrances against the Property.  
418 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as  
419 specified in Paragraph 14(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to  
420 Buyer according to the terms of Paragraph 23 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred  
421 by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in  
422 Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(E).  
423 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation  
424 about the status of those rights unless indicated elsewhere in this Agreement.

425  Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

426 (I) COAL NOTICE (Where Applicable)

427 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH  
428 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL  
429 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILD-  
430 ING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17,  
431 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal  
432 mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract  
433 with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions  
434 of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed  
435 from Seller which deed will contain the aforesaid provision.

- 436 (J) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here : \_\_\_\_\_

437  Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

438 **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer  
439 Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon  
440 the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or  
441 charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a  
442 fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the  
443 transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to  
444 prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections  
445 to buyers.

446 15. MAINTENANCE & RISK OF LOSS (9-15)

447 Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any  
448 part of the Property included in the sale that is not repaired or replaced prior to settlement (including, but not limited to, structures,  
449 grounds, fixtures, appliances and personal property), Buyer will have the option of rescinding this Agreement and promptly receiving all

450 Buyer Initials: MEC SPR

Seller Initials: CB

monies paid on account of purchase price or of extending settlement until such time as Seller can deliver the Property in completed condition. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

**16. WARRANTIES (11-00)**

(A) **Assignment of Manufacturer's Warranties:** Seller hereby assigns to Buyer the manufacturer's warranties on all appliances, equipment, and other consumer products to be installed in or on the Property. Copies of these warranties will be delivered to Buyer. Seller makes no warranties, representations or guarantees with respect to the appliances, equipment and consumer products, and all such warranties, representations and guarantees are hereby disclaimed. The sole remedy of Buyer as to any such items will be to make such claims as are appropriate under the manufacturer's warranties.

(B) **Limited Warranty:** Except as set forth in any new construction warranty that may be provided herewith, **SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PROPERTY AND THE RESIDENCE AND OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES.** Buyer hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights Buyer may have by virtue of such representations and warranties. Except for the warranties provided by Seller, Buyer assumes the risk of any and all damage occurring in or appearing on the Property from the date of settlement, regardless of the cause thereof. Buyer's assumption of this risk is partially in consideration of the amount of the purchase price of the Property which is lower than it would be if Seller was to be held responsible for any such risks by virtue of said expressed or implied representations or warranties.

**17. RECORDING (9-05)**

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

**18. ASSIGNMENT (2-12)**

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

**19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

**20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (2-16)**

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

**21. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (9-15)**

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).**

**22. REPRESENTATIONS (2-12)**

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an assessment of the plan, drawings, specifications, or such documents as have bearing on the nature and quality of the structures to be built by Seller. Furthermore, Brokers, their licensees, employees, officers, and partners make no representation with respect to permits or such other evidence of government approval for the construction of the structures to be built by Seller, or of the environmental conditions, the permitted uses, the financial condition of Seller, or the conditions existing in the locale where the property is situated nor have they made an inspection of the components, appliances, systems, or consumer products to be installed in or about the Property.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

**23. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price, other than those amounts designated as non-refundable, pursuant to the terms of Paragraph 23(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

Buyer Initials:     JLSRO    

Seller Initials:     CTR

- (B) Where Seller terminates this Agreement due to Buyer's default, breach or failure to comply with the obligations contained in this Agreement, or where this Agreement is terminated through no fault of Seller, then Seller has the option of retaining all sums paid by Buyer, including deposit monies designated as non-refundable.
- (C) Where Buyer terminates this Agreement due to Seller's default, breach or failure to comply with the obligations contained in this Agreement, then Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price, including those amounts designated as non-refundable, pursuant to the terms of Paragraph 23(B), and this Agreement will be VOID.
- (D) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
  2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
  3. According to the terms of a final order of court.
  4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 23(E))
- (E) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 180 days after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (F) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 23 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (G) Unless otherwise checked in Paragraph 23(H), upon Buyer default, Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
  2. As monies to be applied to Seller's damages, OR
  3. As liquidated damages for such default.
- (H)  **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (I) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 23(G) or (H), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (J) Brokers and licensees are not responsible for unpaid deposits.

**24. MEDIATION (2-12)**

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors<sup>®</sup>. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

**25. RELEASE (9-05)**

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

**26. REAL ESTATE RECOVERY FUND (1-18)**

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

**27. COMMUNICATIONS WITH BUYER AND/OR SELLER (9-15)**

- (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.
- (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to

Buyer Initials: MSD

Seller Initials: CB

Paragraph 13. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

28. HEADINGS (9-15)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

29. SPECIAL CLAUSES (9-15)

(A) The following are part of this Agreement if checked:

- Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- Settlement of Other Property Contingency Addendum (PAR Form SOP)
- Appraisal Contingency Addendum (PAR Form ACA)

(B) The following exhibits are made part of this Agreement if checked:

- Plot Plan of Lot
  - House Plan/Floor Plan/Elevation
  - Floor Plan Reversed
  - Building Specifications
  - Builder Addendum
  - 
  -
- Options/Extras/Alterations
  - New Construction Warranty
  - Restrictive Covenants/Deed Restrictions
  - Standard Features

(C) Additional Terms:

Any contingency that falls on a weekend or holiday is hereby extended to the next business day. If buyer chooses to terminate the Agreement of Sale, The Buyer's deposit money is refunded until selections have been made. At this time, any deviations from the standards (Structural, colors, styles, materials etc..) will be deducted from the Buyer's deposits and any remaining monies shall be refunded to the Buyers.

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

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

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

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

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

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

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

BUYER  DATE 12-6-19 

BUYER Stefano An D'Amico DATE 12-6-19

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

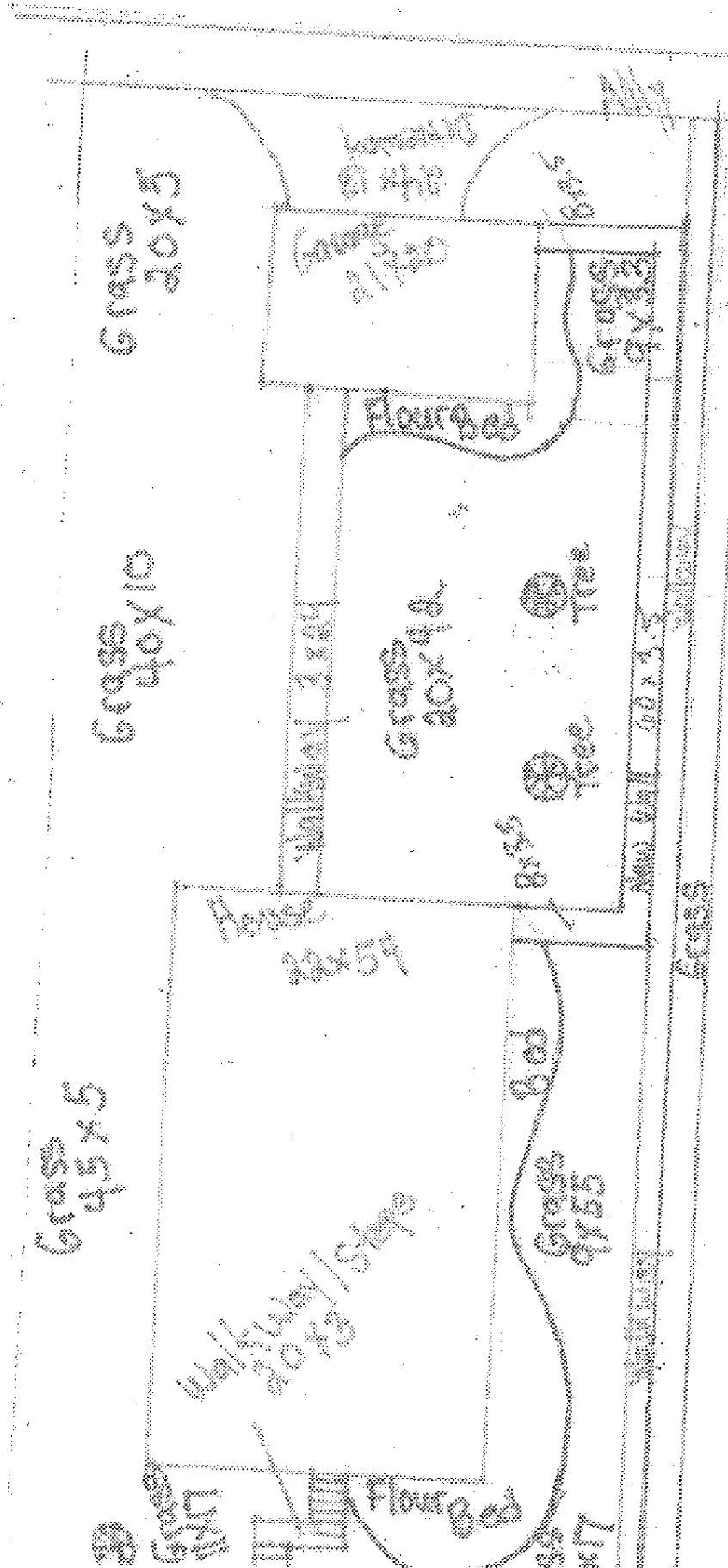
Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336. Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

SELLER  DATE 12-7-19

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

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





- Matt O'Hanlon  
840 E 7th ave  
Conshohocken Pa. 19428
- Wall Block  
8H-12D-18L

Jones Street



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President  
Tina Sokolowski, Vice-President  
Robert Stokley, Senior Member  
Anita Barton, Member  
James Griffin, Member  
Jane Flanagan, Member  
Karen Tutino, Member

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Stephanie Cecco  
Borough Manager

## ZONING NOTICE

NOVEMBER 16, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

### ZONING HEARING Z-2020-13

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on November 16, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of the Conshohocken Zoning Hearing Board and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following request.

PETITIONER: Howlin Equities, LLC. (C/O Josh Denenberg)  
801 Waverly Rd., Bryn Mawr, PA 19010

PREMISES INVOLVED: 1023 Fayette St., Conshohocken, PA 19428  
Residential Office

OWNER OF RECORD: Howlin Equities, LLC. (C/O Josh Denenberg)  
801 Waverly Rd., Bryn Mawr, PA 19010

The Petitioner is requesting a variance from the Borough Zoning Code Section 27-2002 – Required Off-Street Parking. The petitioner proposed to provide 8 off-street parking spaces whereas 18 are required for the proposed office and retail use.

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the attached entry of appearance form to [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov). Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request.

Thank you,  
Zoning Hearing Board

## ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

**Audio Feed Participation:** You may dial-in to access the audio feed of the meeting. All participants (whether listening or providing comments) must use this method of audio participation, even those using Go-To-Meeting to access the video feed. To access audio, please use the below number and access code/ password information.

*We ask that you please always keep your phones on mute, unless giving a public comment as set forth in the Public Comment section below.*

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/972846509>

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/972846509>

If you have already downloaded the Go-To-Meeting application, the link will redirect you to the application itself. Please follow the instructions.

It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Go-To-Meeting application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

**Public Comment:** There will be a designated time on the agenda for public comment. Those with public comment shall state their name and address. Prior to the start of the meeting, you may submit written comments by e-mailing them to [Bmyrsiades@conshohockenpa.gov](mailto:Bmyrsiades@conshohockenpa.gov). Similarly, during the meeting, you may submit written comments by e-mailing them to [bmyrsiades@conshohockenpa.gov](mailto:bmyrsiades@conshohockenpa.gov).

Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address, and property in question.

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at [bmyrsiades@conshohockenpa.gov](mailto:bmyrsiades@conshohockenpa.gov).

# The Borough of Conshohocken Zoning Hearing Board Entry of Appearance as a Party

I/We \_\_\_\_\_

Request to be granted party status in Application Z \_\_\_\_\_.

Applicant: \_\_\_\_\_

Please print name and address below:

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Please Sign Below:

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Please return form via mail or e-mail to the below:  
*(Entry must be received no later than Wednesday November 11<sup>th</sup>, 2020)*

MAIL:  
Borough of Conshohocken  
Attn: Bobbi Jo Myrsiades  
400 Fayette St. – Suite 200  
Conshohocken, PA 19428

E-MAIL:  
[zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov)



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

MAYOR  
Yaniv Aronson

BOROUGH COUNCIL  
Colleen Leonard, President  
Jane Flanagan, Vice-President  
Robert Stokley, Senior Member  
Anita Barton, Member  
James Griffin, Member  
Tina Sokolowski, Member  
Karen Tutino, Member

## MEMORANDUM

Stephanie Cecco  
Borough Manager

Date: October 30, 2020  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, P.E.  
Re: Z-2020-13 - 1023 Fayette Street

**History of the Site:** 1023 Fayette Street is a 4,476 square-foot lot located on the southwest corner of East 11<sup>th</sup> Avenue and Fayette Street, in the Residential Office Zoning District. The property is currently improved with an existing one-story, 960 square-foot building and parking lot. Originally, the building was occupied by a doctor's office, but over the years has been used for a number of different office uses. The property is considered a legal non-conforming use and is not a Victorian or early Twentieth Century design.

In August, 2018 a zoning hearing was held to consider a petition to expand the building to two (2) stories and re-configure the parking on the site. The size of the building would be increased to 3,200 square feet and eight (8) off-street parking spaces would be provided. Zoning relief was granted from the following sections of the Zoning Ordinance with no conditions attached to the approval:

- §27-703.E.6(a): A Special Exception for a change of non-conforming use
- §27-703(D): A Special Exception to physically expand a non-conforming use more than twenty-five percent (25%) of the gross square footage of the building
- §27-1207.B and C: A Variance to reduce the required buffering and landscaping on the site
- §27-2002: A variance to reduce the required number of off-street parking spaces

In June, 2020 a zoning hearing was held to consider the applicants request to extend zoning approval for eighteen (18) months. The request was granted by the Zoning Hearing Board and the zoning approval was extended through December 31, 2021.

**Current Request:** The applicant is seeking a variance to allow 8 off-street parking spaces whereas 18 spaces are required for the proposed 1,600 square feet of office space and 1,600 square feet of retail space that will occupy the building when redevelopment of the site is complete.

**Zoning Determination:** Per Borough Code Section 27-2002, retail uses require 1 off-street parking space per 150 square feet of gross floor area, and office uses require 1 off-street parking space per 250 square feet of gross floor area. The proposed 1,600 square feet of retail space requires 11 parking spaces, and the proposed 1,600 square feet of office space requires 7 parking spaces. A variance is required to allow 8 off-street parking spaces in lieu of the required 18 spaces. However, it should be noted, the request represents only a minor modification from the previously granted zoning relief.



BOROUGH OF CONSHOHOCKEN  
400 Fayette Street, Suite 200, Conshohocken, PA 19428  
Phone (610) 828-1092 Fax (610) 828-0920

## Zoning Application

Application: Z-2020-17  
Date Submitted: 6-14-20  
Date Received: 6-14-20

1. Application is hereby made for:

- Special Exception       Variance
- Appeal of the decision of the zoning officer
- Conditional Use approval       Interpretation of the Zoning Ordinance
- Other \_\_\_\_\_

2. Section of the Zoning Ordinance from which relief is requested:

27-2002

3. Address of the property, which is the subject of the application:

1023 Fayette Street

4. Applicant's Name: Howlin Equities, LLC (c/o Josh Denenberg)

Address: 801 Waverly Road, Bryan Mawr, PA 19010

Phone Number (daytime): (646) 837-9000

E-mail Address: josh@kaylighting.com

5. Applicant is (check one): Legal Owner  Equitable Owner ; Tenant

6. Property Owner: same as above Applicant

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

7. Lot Dimensions: 4,476 Sq. Feet      Zoning District: RO District

8. Has there been previous zoning relief requested in connection with this Property?

Yes  No  If yes, please describe.

See attached narrative.

.  
. .  
. .

9. Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.

See attached narrative.

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. .  
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. .

10. Please describe the proposed use of the property.

See attached narrative.

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. .  
. .

11. Please describe proposal and improvements to the property in detail.

See attached narrative.

.  
. .  
. .  
. .  
. .  
. .

12. Please describe the reasons the Applicant believes that the requested relief should be granted.

See attached narative.

13. If a Variance is being requested, please describe the following:

See attached narative.

a. The unique characteristics of the property: \_\_\_\_\_

b. How the Zoning Ordinance unreasonably restricts development of the property:

c. How the proposal is consistent with the character of the surrounding neighborhood. \_\_\_\_\_

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.

a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

N/A



b. Please explain in detail the reasons why you disagree with the zoning officer's determination.

15. If the Applicant is requesting any other type of relief, please complete the following section.

a. Type of relief that is being requested by the applicant.  
Any other relief that the Zoning Hearing Board deems necessary and appropriate.

b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

Any.

c. Please describe in detail the reasons why the requested relief should be granted.  
See attached narrative.

16. If the applicant is being represented by an attorney, please provide the following information.

a. Attorney's Name: Andrew M. Slom, Esq.  
1617 JFK Blvd., Suite 1250, Philadelphia, PA 19103

b. Address: \_\_\_\_\_

c. Phone Number: (267) 328-4783

d. E-mail Address: Andrew@slomlegal.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.

Howlin Equities LLC

Applicant

[Signature]

Legal Owner

10/13/20

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 13<sup>th</sup> day of October, 2020.

Marie Sweeney  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Marie Sweeney, Notary Public  
Conshohocken Boro, Montgomery County  
My Commission Expires Aug. 6, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Seal)



**BOROUGH OF CONSHOHOCKEN**  
400 Fayette Street, Suite 200, Conshohocken, PA 19428  
Phone (610) 828-1092 Fax (610) 828-0920

## Decision

---

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: \_\_\_\_\_

**Re: 1023 Fayette Street**

**Narrative:**

Applicant is the owner of the subject property located at 1023 Fayette Street (the "Subject Property").

The Subject Property is located in the RO District and was constructed in 1950. It has a lot area of approximately 4,476 square feet. Applicant's predecessor-in-interest, 1023 Fayette Street, LLC, filed an Application for Zoning Relief on July 10, 2018, seeking special exceptions from the terms of 27-703(6)(A) and 27-703(6)(D), as well as variances from the terms of Sections 27-2002, 27-1207(B), 27-1207(C), and 27-2007(K) of the Conshohocken Borough Zoning Ordinance, seeking permission to expand the existing one-story building by adding a second floor and thus increasing the square footage of the building to approximately 3,200 square feet. The Application also sought to provide only 9 parking spaces where 16 were required, reduce the parking spot size to 8' x 18', and limit the size and landscaping of the required buffer strips.

On August 20, 2018, 1023 Fayette Street, LLC came before the Zoning Board seeking the aforementioned relief. During the hearing, the application was amended to no longer request the relief to reduce the parking spaces to 8' by 18'; however, the applicant was only able to provide eight (8) parking spaces as a result. The requested relief was subsequently granted by the Zoning Board. A true and correct copy of the Board's 2018 Decision is attached hereto as **Exhibit "A"**.

Applicant purchased the Subject Property from 1023 Fayette Street, LLC in 2019. With the prior zoning approvals set to expire, Applicant went before the Zoning Board on June 15, 2020, seeking an eighteen (18) month extension of the previously obtained zoning relief. The Zoning Board granted the request, and the relief is now due to expire on December 31, 2021.

**Relief Requested:**

Applicant now seeks additional relief concerning parking on the Subject Property. While the Subject Property was originally contemplated to be used for business offices, Applicant will now be utilizing half the space (1600 sq. ft.) for retail use, and the remaining space (1600 sq. ft.) for office space. Pursuant to the Code, retail stores must provide one (1) parking space per 150 square feet of gross floor area, while business offices must provide one (1) parking space per 250 square feet of gross floor area. Therefore, Applicant is required to provide eighteen (18) parking spaces for the Subject Property. As a result, Applicant is requesting a variance from Section 27-2002 of the Code, and requests that it be permitted to provide eight (8) parking spaces as originally approved.

This request does not change the amount of parking spaces that were originally contemplated when Applicant's predecessor-in-interest obtained its relief; Applicant proposes to move forward with providing eight (8) parking spaces. However, as a result of the change in use, Applicant is required to provide eighteen (18) parking spaces, where its predecessor-in-interest was originally required to provide sixteen (16) parking spaces. Although Applicant could provide additional parking

spaces by reducing the size of the parking spaces, we much prefer to follow the Board's original guidance in providing eight (8) standard parking spaces.

Applicant's modest request will have no impact on parking in the area. The retail space will be used solely as a showroom for Applicant's lighting company, which traditionally has very low foot-traffic. Moreover, the showroom will be available to the public by appointment only, thus limiting the amount of necessary parking.

It should also be noted that the section of the Conshohocken Code pertaining to parking has not been updated since approximately 2001 – years prior to the age of Amazon Prime and contemporary online shopping. This, in addition to Coronavirus fears, have caused more consumers to purchase online, rather than in-store, and foot traffic at retail establishments such as the applicant's has significantly declined.

Lastly, Applicant, much like its predecessor-in-interest, makes this submission due to the unique physical circumstances particular to the Subject Property, which has resulted in unnecessary hardship. As a result of the Subject Property's condition, providing eighteen (18) parking spots is not a possibility. This variance will not alter the essential character of the neighborhood, nor will it substantially nor permanently impair the appropriate use or development of the adjacent properties or be detrimental to the public welfare. Parking in excess of the proposed eight (8) spots would likely be a waste of space, as Applicant does not anticipate these spaces to be consistently utilized. This variance represents the minimum variance that would afford relief to Applicant and also represents the slightest modification possible under Section 27-611.

# Exhibit "A"

**BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN**

**IN RE: APPLICATION OF 1023 FAYETTE STREET, LLC**

**REGARDING**

**1023 FAYETTE STREET**

**2018-13**

**DECISION OF THE BOARD**

**I. HISTORY**

On or about July 10, 2018, 1023 Fayette Street, LLC (hereinafter "Applicant") filed the within Application seeking special exceptions from the terms of 27-703(6)(A) and 27-703(6)(D), and variances from the terms of Sections 27-2002, 27-1207(B), 27-1207(C), and 27-2007(K), of the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance"), seeking permission to expand the existing one-story building by adding a second floor, which will increase the square footage of the building from 960 square feet to 3,200 square feet, for a property located at 1023 Fayette Street, Conshohocken, Pennsylvania (hereinafter called "Subject Property"). The Applicant also seeks relief to only provide 9 parking spaces where 16 are required; reduce the required parking space size to 8' x 18'; and limit the size and landscaping of required buffer strips.

After notice was duly given and advertised for each application, a hearing was held on said Appeal at Borough Hall on Monday August 20, 2018 at 7:00 p.m.

At the hearing, the following Exhibits were introduced and admitted:

P-1 – Zoning Notice.

P-2 – Zoning Application.

P-3 – Addendum.

P-4 –Site Plan.

P-5 – Tax Map.

P-6 – Memo from Chris Stetler

P-7 – Letter from Michael Peters, Esquire

P-8 – Board of Assessment Records

P-9 - Deed

A-1 – Memorandum of law.

A-2- Rendering of Building

### **FINDINGS OF FACT**

1. The Subject Property is located at 1023 Fayette Street, Conshohocken, Pennsylvania in the Borough Residential Office Zoning District.

2. The Subject Property is owned by 1023 Fayette Street, LLC.

3. The Applicant was represented by John Adam DiPietro, Esquire.

4. The Applicant is requesting two special exceptions and multiple variances in order to expand the one-story building by adding a second story.

5. Specifically, the Applicant seeks special exceptions from the terms of 27-703(6)(A) and 27- 703(6)(D), and variances from the terms of Sections 27-2002, 27-1207(B), 27-1207(C), and 27-2007(K).

6. As a result of adding square footage through the second floor addition, the Application would require relief for associated parking and is further asking for relief from certain buffering and landscaping requirements referenced in the Zoning Code.

7. Specifically, the Applicant proposes to increase the square footage of the building from 960 square feet to 3,200 square feet; provide 9 parking spaces where 16 are required; reduce



the required parking space size to 8' x 18'; and limit the size and landscaping of required buffer strips.

8. During the hearing Mr. DiPietro, Esquire called Mr. Robert Caucci, Jr. to testify.

After being sworn in, Mr. Caucci testified to the following:

- a. He is the principal of 1023 Fayette Street, LLC.
- b. The current building is 960 square feet and is not in the greatest of condition.
- c. Due to the size of the building it is difficult to lease and was previously vacant for 10 or 11 months before the current tenant moved in.
- d. The building pre-dates the Borough's Zoning Code and therefore is non-conforming.
- e. He would like to rent out the building to a single tenant once the improvements are completed. He is not looking to rent out the Subject Property to multiple tenants.
- f. One of the reasons he is trying to expand the building is that the current size is very difficult to market and the Subject Property was previously vacant for a long period of time.
- g. His goal is to construct the new building and then find a tenant that can occupy the space.
- h. Currently the parking lot only accommodates approximately seven cars. With the proposed addition, he would be required to have 16 off-street spaces.
- i. Based on the size of the lot, he could only offer nine off-street spaces if the parking spots were reduced from 9' x 18' to 8' x 18'.

- j. The project would be similar to the redeveloped Conshohocken Physical Therapy building which is also owned by the Applicant.
- k. In the neighborhood surrounding the Subject Property is a mix of commercial and residential properties.
- l. The proposed building would only be 27 feet high. Most of the residential properties in the neighborhood are closer to 35 feet high.
- m. He has owned Conshohocken Physical Therapy for 9 years and does not believe parking is an issue in this section of the Borough.
- n. None of the other businesses in the area have off-street parking.
- o. The existing building does not meet the front or side yard setback requirements.

9. During the hearing the Applicant amended the application to no longer ask for relief to reduce the parking spaces to 8'x18'. However, due to this change, the Applicant's relief regarding the amount of off-street parking increased by one, he will only be able to provide eight spaces.

10. Mr. DiPietro, Esquire, also called Mr. Samuel Kim to testify. After being sworn in Mr. Kim testified to the following:

- a. He is an architect and the principal of Ambit Architecture.
- b. He is familiar with Conshohocken and designed the Conshohocken Physical Therapy building.
- c. As a result of the propose improvements, the impervious coverage on the Subject Property would actually decrease.
- d. In order to increase the parking, the curb cut is going to be re-located so traffic will flow better within the parking area.

- e. Currently the Subject Property has a 0 foot setback and is non-conforming as the code requires a 25-foot setback.
- f. The side yard setback would also be 0 feet and is also non-conforming.
- g. The existing impervious coverage is 100% while the code only allows 50%. The proposed project will reduce impervious coverage by six percent (6%), and will add green space to the Subject Property.
- h. The wall on the side of the neighboring residential property will be all brick and will not have any windows pursuant to the building code and concerns with fire safety.
- i. The utilities will be on the first floor in a closet as the Subject Property does not have a basement.

11. There were a few neighbors that expressed their concerns with the project, particularly the side yard setbacks and traffic in the neighborhood based on the commercial use of the Subject Property. The Zoning Hearing Board understands the neighbors' concerns and took them into consideration when making a decision on this Application.

## **II. DISCUSSION**

Section 27-703 states:

“ The following regulations shall govern all properties to which nonconforming status is applied:

A. Nonconforming status shall continue, and a property may continue to be used as nonconforming until it complies with the requirements of this Chapter.

B. Change of Use.

(1) A nonconforming use may be changed to another nonconforming use which is equally appropriate or more appropriate to the district in which the property is located, and is no more detrimental than the existing nonconforming use, as a special exception by the Zoning Hearing Board in accordance with the provisions of Part 6 of this Chapter.

(2) A nonconforming use shall not be changed to another nonconforming use that is less appropriate to the district in which the property is located, and/or is more detrimental than the existing nonconforming use.

(3) If a nonconforming use is changed to a conforming use, then the previous nonconforming status shall become null and void in accordance with § 27-703(C) below.

C. Discontinuance. A nonconforming use, when discontinued, may be resumed any time within one year from such discontinuance, but not thereafter, unless a variance is granted by the Zoning Hearing Board in accordance with Part 6 of this Chapter. The resumption may be of the same use, or another nonconforming use which is equally appropriate or more appropriate to the district in which it is located, but shall not be less appropriate or more detrimental than the previous nonconforming use.

D. Physical Expansion. Physical expansion of a nonconforming building or building housing a nonconforming use shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building.

E. Extension or Expansion. A nonconforming use, building, or structure, not including signs, may be extended or expanded in compliance with all of the following:

(1) The parcel on which extension or expansion occurs shall include only that lot, held in single and separate ownership, on which the use, building, or structure existed at the time it became nonconforming. Expansion onto adjoining lots is prohibited.

(2) Nonconforming use of a building may be extended throughout the building only in compliance with § 27-703(D) of this Chapter.

(3) A building, which houses a nonconforming use, may be expanded only in compliance with § 27-703(D) of this Chapter.

(4) A nonconforming use may not be extended to a new building.

(5) A nonconforming building may be expanded only in compliance with § 27-703(E)(6) of this Chapter.

(6) In addition to § 27-703(A), (B), (C), (D), and (E) above, nonconforming uses must comply with the following:

(a) Extension and/or expansion as permitted in § 27-703(E)(1) through (5) above, shall be permitted only by special exception in accordance with Part 6 of this Chapter, only to the extent that all new construction shall comply with the dimensional standards of the district in which the use is located or the district in which the use is permitted, whichever is more restrictive.

(b) In addition, when a nonconforming use is expanded, the applicant must comply with all performance standards of the district in which the use is permitted or the district in which the use is located, whichever is more restrictive. The performance standards include, but are not limited to, the following: parking, signage lighting, landscaping, noise, and building and impervious coverage.

(c) In cases where a building is nonconforming as to front, side, or rear yard setback, an addition may be built on a line with the existing building, as long as it does not create an additional encroachment into a required yard. Any further encroachment with regard to required setbacks will require a variance.

1) Expansion shall not be permitted to extend closer to the road legal right-of-way than the front wall of the existing dwelling closest to the road.

2) Expansion shall not be permitted to create a new violation of the minimum side yard setback. An existing dwelling that violates the side yard may be expanded to the rear along the side yard building setback established by the wall of the existing building.

3) An existing dwelling that violates the rear yard may be expanded to the sides along the rear yard building setback established by the rear wall of the existing building.

F. Additional Building Regulations. The following regulations apply to buildings:

(1) When new ordinance provisions are adopted and affect planned construction, which has not been completed:

(a) Buildings under construction as of the date of adoption of new ordinance provisions, to the extent of completion of footings, may be completed as nonconforming buildings provided that valid building permits have been issued for those buildings.

(b) The use or uses of buildings governed by subsection (F)(1)(a) above shall comply with the permitted uses for the district in which they are located.

(2) Nonconforming primary structures damaged or destroyed by fire, explosion, accident, or calamity (as contrasted to deterioration due to time or neglect) may be reconstructed and used as before, provided that:

(a) If repairs constitute substantial improvement, as herein defined, the structure may be reconstructed only within strict conformity with all applicable regulations of this Chapter. If the repairs constitute less than substantial improvement, as herein defined, the structure may be reconstructed so as to match the dimensions and location of the damaged building, including height, width, depth and volume.

(b) Building reconstruction shall be started within one year from the date the building was damaged or destroyed, and shall be carried out without interruption.

(c) The building will pose no hazards to safety by virtue of its location.

(3) Legally condemned nonconforming buildings shall not be rebuilt or used except in conformance with this Chapter.

G. Contiguous Undeveloped Lots. Where two or more contiguous undeveloped lots are held in single ownership, within a subdivision which has been duly recorded prior to the effective date of this Chapter, which lots are individually not of the required minimum area or width for the district in which they are situated, such lots may be developed only in groups thereof in order to provide the minimum lot area and width required. When all lots in single ownership are combined and still do not meet area and/or width requirements, they may be considered a single nonconforming lot in accordance with § 27-703(G) of this Chapter.

H. Nonconforming Signs. If and when a nonconforming sign is replaced, the new sign shall comply with the requirements of this Chapter. "Replacement" shall not include simply revising the text or color of the sign, but shall refer to structural replacement and/or relocation of the sign.

I. Conforming Uses in Nonconforming Buildings or Lots. The conversion of one conforming use to another conforming use on a lot or in a building that is nonconforming shall be permitted by special exception from the Zoning Hearing Board in accordance with the provisions of Part 6 of this Chapter."

Section 27-2002 is titled "Required Off-Street Parking Capacity" and states:

"Any building or structure erected, altered, or used, and any lot used or occupied for any of the following purposes shall be provided with the minimum number of parking spaces set forth below, together with adequate driveways and street access in compliance with the requirements of the Conshohocken Borough Subdivision and Land Development Ordinance [Chapter 22]. When a use is not specifically listed below, the requirements of the most similar use shall apply.

Use	Requirement
Dwelling unit, multifamily dwelling (studio, efficiency or one-bedroom units)	1 1/2 spaces per dwelling unit.
Dwelling unit:	
Elderly/disabled housing	1 space per dwelling unit.
Independent living	1 space per dwelling unit.
Personal care home	1 space per every 2 private living units.
Dwelling unit, all other types	2 spaces per dwelling unit.
Places of assembly, such as church or auditorium	1 space per 4 seats.
Retail stores	1 space per 150 square feet of gross floor area.
Shopping centers	1 space per 200 square feet of gross leasable area.
Business or administrative offices	1 space per 250 square feet of gross floor area.
Laboratory or industry	The larger of 1 space per employee or per 450 square feet of gross floor area.
Services:	
1. Doctor, dentist, or similar type, including out-patient clinics	7 spaces per doctor, dentist, or similar practitioner.
2. Barber, beautician, tailor, or similar type	3 spaces per barber, beautician or similar practitioner.
3. Plus	1 space per 2 employees not included in subsection (1) or (2) above.
Tourist home, rooming house, bed-and-breakfast	2 spaces, plus 1 space per rental unit.
Self-service laundry	1 space per 3 washers, dryers and/or dry cleaning machines.
Place of indoor amusements (not sports or exercise)	1 space per 100 square feet of gross floor area.
The following uses require 1 space per employee and/or volunteer on the largest shift or during peak periods, plus the number of spaces listed below:	
1. Library, museum or similar place	1 space per 800 square feet of floor area in public use.
2. Hotel, motel, or similar use	1 space per rental unit.
3. Motor vehicle repairs (body or mechanical)	3 spaces per service bay.
4. Vehicle sales	1 space per 500 square feet of indoor sales area, plus 1 space per 5,000 square feet of outdoor sales area.
5. Meeting, training, or classroom space as a primary use	1 space per 2 seats of total seating capacity.
Restaurants:	



Use	Requirement
1. Drive-in or fast-food	The larger of 1 1/2 spaces per table or booth, or 1 space per 50 square feet of gross floor area; minimum of 25 spaces.
2. All others	1 space per 50 square feet of gross floor area.
Indoor sports facility	1 1/2 spaces per person for maximum court and exercise equipment capacity.
Studio for dance, art, music or photography	1 space per 5 students, and/or 1 space per 300 square feet of gross floor area for nonstudent patrons.
Day-care center	1 space per 3 children at maximum capacity.
Bank, financial institution	6 spaces per teller window, plus 3 spaces per automatic teller machine.
Elementary or intermediate schools	1 3/4 spaces per classroom.
High schools	5 spaces per classroom.”

Section 27-1207 is titled “Parking Lot Requirement” and states “In addition to the requirements found in Part 20, Off-Street Parking and Loading, the following requirements shall apply to all uses in the R-O District.

- A. There shall be no parking permitted in the front yard.
- B. The following setbacks apply to all parking lots in the R-O District:
  - (1) From the rear property line: 10 feet.
  - (2) From the side property line: five feet.
  - (3) From the rear of the main building: five feet.
- C. Landscaping in conformance with § 27-2007 of this Chapter. Use of native plant materials and naturalistic design is encouraged...”

In a request for a variance, the Board is guided by Section 27-611 of the Ordinance and Section 910.2 of the Pennsylvania Municipalities Planning Code (hereinafter called “MPC”). An applicant for a variance has the burden of establishing that a literal enforcement of the provisions of the Ordinance will result in an unnecessary hardship as that term is defined by law, including

court decisions, and that the allowance of the variance will not be contrary to the public interest. Section 27-611 of the Zoning Ordinance and Section 910.2 of the MPC permit the Board to grant a variance where it is alleged that the provisions of the Ordinance inflict unnecessary hardship upon the Applicant and when the Board can make certain prescribed findings where relevant in a given case.

As the testimony and evidence presented to the Board in this case have shown, the Project appears to attempt to accommodate both a positive use of the Property with minimal relief being requested.

As a result of all the above, the Application meets the requirements of “unnecessary hardship” required under the MPC. See id. The Board, upon thorough and deliberate review of the materials submitted and testimony offered, has determined that the proposed variances are appropriate in consideration of the unique characteristics of the Property. Additionally, the requested variance will not adversely affect the public interest.

Additionally, in a request for a special exception, the Board is guided by both the Ordinance and the Pennsylvania Municipalities Planning Code. An applicant for a special exception has the burden of showing that the request adheres to the express standards and criteria of the special exceptions delineated by the governing body. The Zoning Board must decide requests for special exceptions in accordance with such standards and criteria and how the special exception would impact the public welfare. The Zoning Hearing Board has determined that the granting of the requested special exception would not negatively impact the public welfare.

### **III. CONCLUSIONS OF LAW**

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested variances and special exceptions. The Applicant has proven an unnecessary hardship

unique or peculiar to the property and that the variance is not contrary to the public interest. Accordingly, the Board is able to make the following relevant findings under Section 910.2 of the MPC:

1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances or conditions generally created by the provisions of the Ordinance in the neighborhood or district in which the property is located;

2. That because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Ordinance and that the authorization for a variance is therefore necessary to enable the reasonable use of the Subject Property;

3. That the variance will not alter the essential character of the neighborhood or district in which the Subject property is located, nor substantially or permanently impair the appropriate use or development of the adjacent property, or be detrimental to the public welfare;

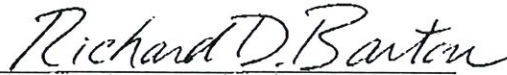
4. That the unnecessary hardship has not been created by the Appellant; and,

5. That the variance will represent the minimum variance that will afford relief and will represent the least modification possible under Section 27-611.

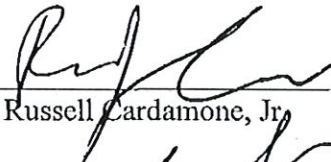
**ORDER**

AND NOW, this Friday of October 2018, upon the Application of 1023 Fayette Street, LLC, seeking special exceptions from the terms of 27-703(6)(A) and 27-703(6)(A), and variances from the terms of Sections 27-2002, 27-1207(B) and 27-1207(C), seeking permission to expand the existing one-story building by adding a second floor, which will increase the square footage of the building from 960 square feet to 3,200 square feet, in addition to only providing 8 off-street parking spaces and limiting the size and landscaping of the required buffer strips is hereby GRANTED.

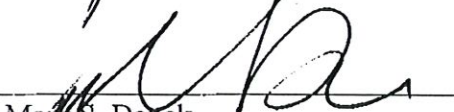
**CONSHOHOCKEN ZONING HEARING BOARD**



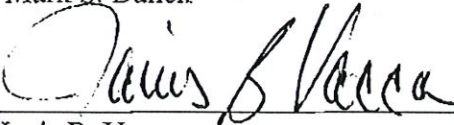
Richard D. Barton, Chairman



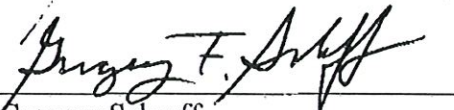
Russell Cardamone, Jr.



Mark S. Danek

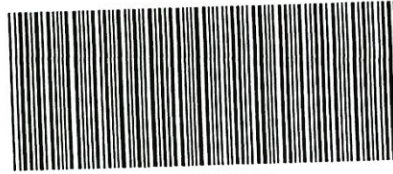


Janis B. Vacca



Gregory Scharff

DEED BK 6158 PG 00321 to 00326  
INSTRUMENT # : 2019074727  
RECORDED DATE: 10/22/2019 12:55:59 PM



5692466-0025

MONTGOMERY COUNTY ROD

Page 1 of 6

OFFICIAL RECORDING COVER PAGE

**Document Type:** Deed  
**Document Date:** 09/11/2019  
**Reference Info:**

**Transaction #:** 5930657 - 1 Doc(s)  
**Document Page Count:** 5  
**Operator Id:** dawhitner

**RETURN TO:** (Simplifile)  
Certified Abstract Co., Inc.  
500 Office Center Drive Suite 400  
Fort Washington, PA 19034  
(215) 643-3400

**PAID BY:**  
CERTIFIED ABSTRACT CO INC

\* **PROPERTY DATA:**

**Parcel ID #:** 05-00-03376-00-3  
**Address:** 1023 FAYETTE ST

**Municipality:** PA  
Conshohocken Borough  
(100%)  
**School District:** Colonial

\* **ASSOCIATED DOCUMENT(S):**

**CONSIDERATION/SECURED AMT:** \$625,000.00  
**TAXABLE AMOUNT:** \$625,000.00

DEED BK 6158 PG 00321 to 00326  
Recorded Date: 10/22/2019 12:55:59 PM

**FEES / TAXES:**

Recording Fee:Deed	\$86.75
Additional Pages Fee	\$2.00
Affordable Housing Pages	\$2.00
State RTT	\$6,250.00
Conshohocken Borough RTT	\$3,125.00
Colonial School District RTT	\$3,125.00
<b>Total:</b>	<b>\$12,590.75</b>

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg  
Recorder of Deeds

Rev1 2016-01-29

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

Prepared By:  
Certified Abstract Company, Inc.  
500 Office Center Drive - Suite 400  
Fort Washington, PA 19034  
Return To:  
Certified Abstract Company, Inc.  
500 Office Center Drive - Suite 400  
Fort Washington, PA 19034  
(215)643-3400  
File No. 190712809CERF  
Parcel # 05-00-03376-00-3  
1023 Fayette Street

THIS DOCUMENT HAS BEEN  
E-RECORDED.  
Original will show  
no markings from the  
Recorder's Office

**FEE SIMPLE DEED**

THIS INDENTURE Made the 11<sup>th</sup> day of September in the year of our Lord Two Thousand Nineteen (2019)

Between

**1023 Fayette Street, LLC**

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

**Howlin Equities, LLC**

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

Witnesseth, That the said Grantor for and in consideration of the sum of Six Hundred Twenty Five Thousand and 00/100 Dollars (\$625,000.00)

lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, released and confirmed, and by these presents doth grant, bargain and sell, release and confirm unto the said Grantee, heirs and/or assigns and/or successors,

ALL THAT CERTAIN lot or piece of ground situate in the Conshohocken Borough, Montgomery County and Commonwealth of Pennsylvania, being Parcel # 05-00-03376-00-3 and being known as 1023 Fayette Street .

**SEE ATTACHED EXHIBIT FOR LEGAL DESCRIPTION**

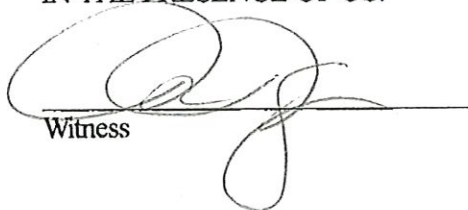
Together with all and singular the buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said heretofore described premises together with the buildings and improvements thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, to and for the only proper use and behoof of the said Grantee, heirs and assigns,

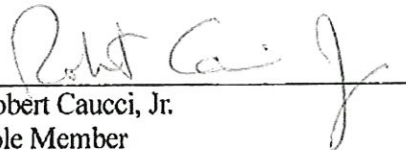
And the said Grantor for themselves, heirs and/or assigns and/or successors, do by these presents, covenant, grant and agree, to and with the said Grantee, that the said Grantor all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, heirs and assigns, against the said Grantor and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof. by, from or under it, them, or any of them, shall and will WARRANT and forever DEFEND.

In Witness Whereof the parties of the first part have hereunto set hand and seal the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

  
Witness

1023 Fayette Street, LLC

BY:   
Robert Caucci, Jr.  
Sole Member

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF *Montgomery*

SS:

On this, the *11* day of *Sept*, 2019, before me, the undersigned Officer, personally appeared Robert Caucci, Jr., who acknowledged himself to be the sole member of 1023 Fayette Street, LLC a Limited Liability Company and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as the sole member .

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

*May 4, 2023*

Commonwealth of Pennsylvania - Notary Seal  
Dana D. Conaway, Notary Public  
Montgomery County  
My commission expires May 4, 2023  
Commission number 1233219  
Member, Pennsylvania Association of Notaries



Exhibit A  
Legal Description

ALL THAT CERTAIN lot or parcel of land and premises, Situate in Conshohocken Borough, County of Montgomery, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the Southeasterly corner of Fayette Street and East Eleventh Avenue; thence extending Southeastwardly along the Southwesterly side of East Eleventh Avenue, a distance of One hundred twenty feet to a stake, a corner of property now or late of Herbert DeHaven; thence extending along the property of said Herbert DeHaven Southwestwardly thirty seven feet three inches to a stake a corner of land now or late of S.M. Zagorski; thence Northwestwardly along property of said S.M. Zagorski, a distance of one hundred twenty feet to the Southeasterly side of Fayette Street; thence Northeastwardly along the Southeasterly side of Fayette Street a distance of thirty seven feet three inches to the place of beginning.

BEING Parcel No. 05-00-03376-00-3.

BEING KNOWN AS 1023 Fayette Street

UNDER AND SUBJECT to certain restrictions of record.

BEING the same premises which Urban DiPasquale, by Deed dated December 7, 2016 and recorded December 12, 2016 in Montgomery County in Deed Book 6026 page 2298 granted and conveyed unto 1023 Fayette Street, LLC, in fee.

**DEED**

***1023 Fayette Street, LLC***

**TO**

***Howlin Equities, LLC***

Property Address:  
1023 Fayette Street  
Conshohocken Borough  
County of Montgomery  
Commonwealth of Pennsylvania

Parcel # 05-00-03376-00-3

The mailing address of the above-named Grantee

is: 801 Waverly Rd  
Wayn MAWI, PA 19010

I certify the Grantee address above is correct.



Name:

Josh Devenberg  
ADAM DEVENBERG





Artist's Depiction

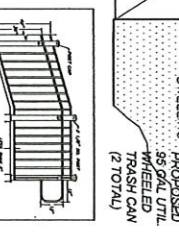
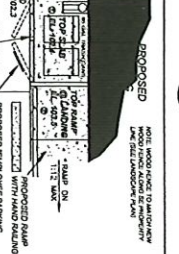


Artist's Depiction



Artist's Depiction

# FAYETTE STREET



**SOIL LEGEND:**

SOIL SYMBOL	SOIL DESCRIPTION	DEPTH TO SUBSEQUENT BEDDING	DEPTH TO
UuB	Uniformly graded sand	0"	30" - 36"



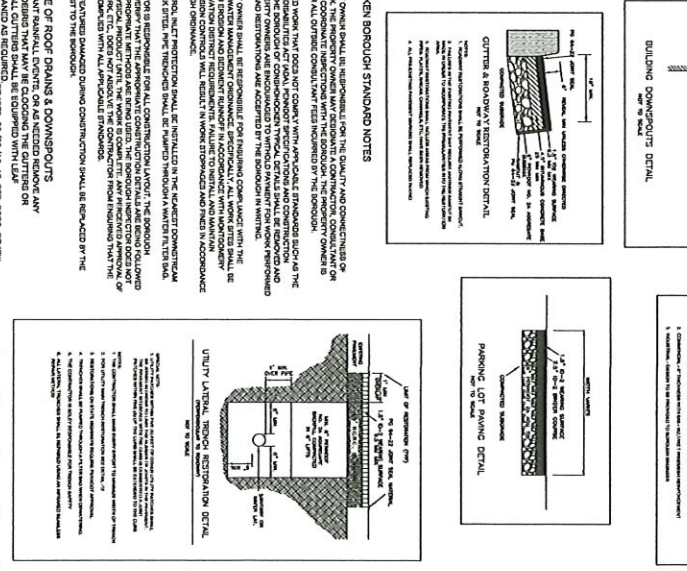
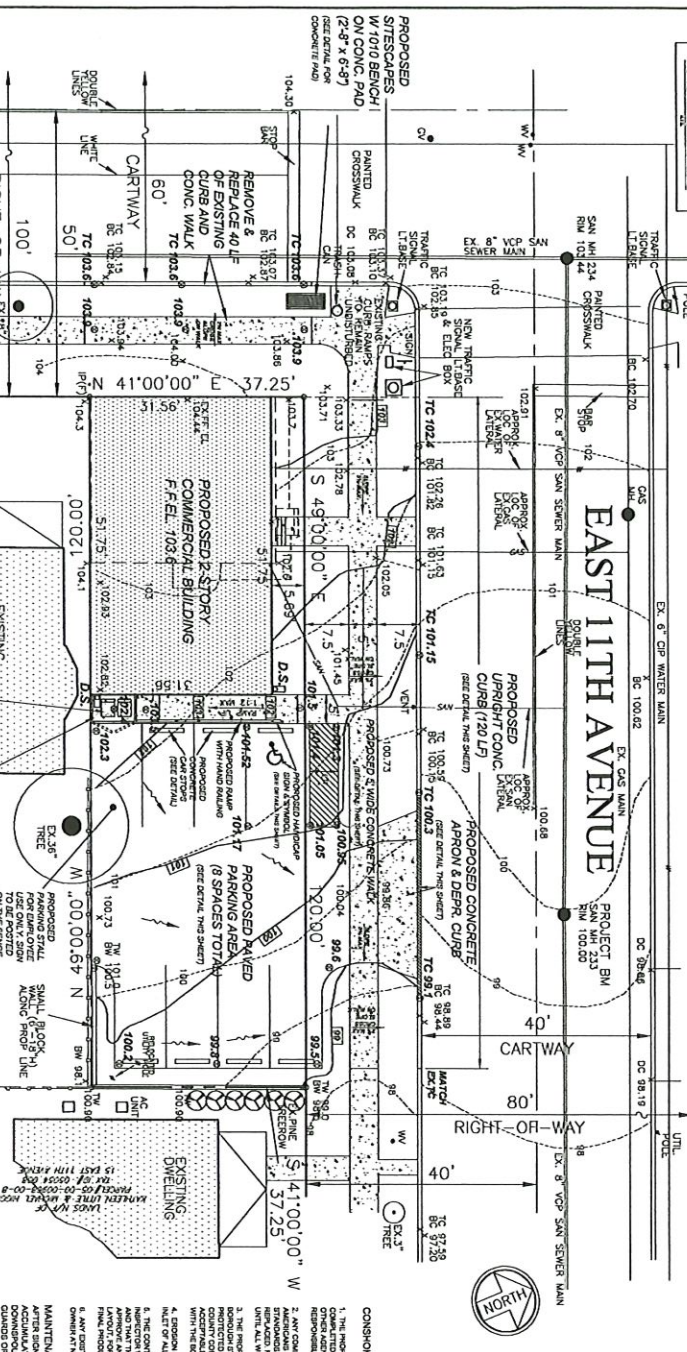
CALL BEFORE YOU DIG  
 1-800-391-6337  
 www.callbeforeyoudig.com

**PREPARED FOR:**  
 1023 FAYETTE STREET LLC  
 1023 FAYETTE STREET  
 CONSHOHOCKEN BOROUGH, MONTCALMERY COUNTY, PA

**GRADING/IMPROVEMENTS PLAN**

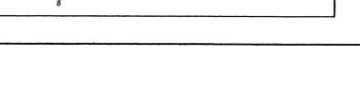
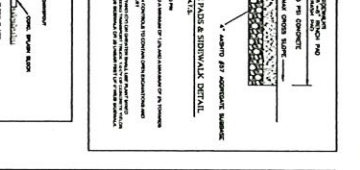
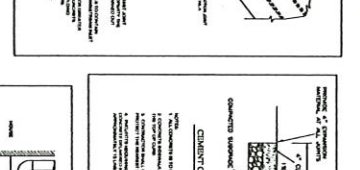
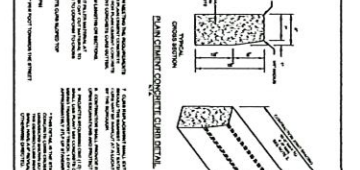
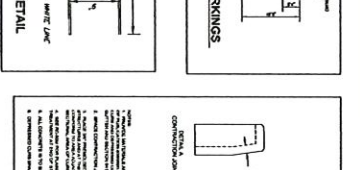
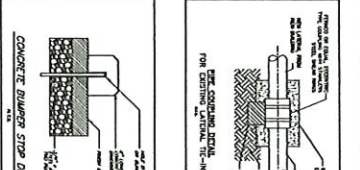
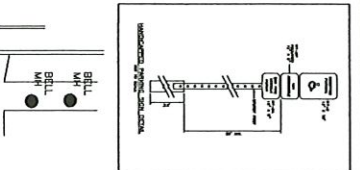
**BORUSIEWICZ**  
 SUPERVISORS AND SITE PLANNERS  
 718 GRADE PIKE  
 COLLEGETOWN, PA 19426  
 610-441-7181  
 www.borusiewicz.com

DATE: 02/19/19 SCALE: 1" = 10' SHEET NO.: 2 OF 6



**LEGEND:**

SYMBOL	DESCRIPTION
[Symbol]	PROPOSED
[Symbol]	EXISTING
[Symbol]	AS SHOWN
[Symbol]	REMOVE
[Symbol]	REPLACE
[Symbol]	CONCRETE
[Symbol]	PAVING
[Symbol]	GRASS
[Symbol]	WOOD
[Symbol]	IRON
[Symbol]	COPPER
[Symbol]	STEEL
[Symbol]	ALUMINUM
[Symbol]	BRASS
[Symbol]	OTHER METALS
[Symbol]	NON-METALS
[Symbol]	GLASS
[Symbol]	PLASTIC
[Symbol]	TEXTILES
[Symbol]	OTHER



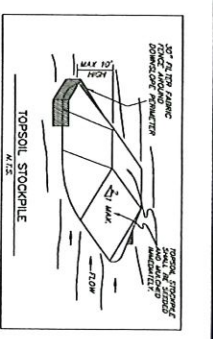
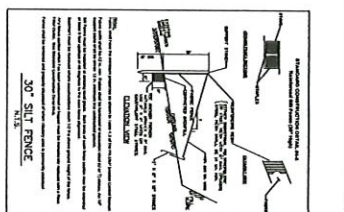
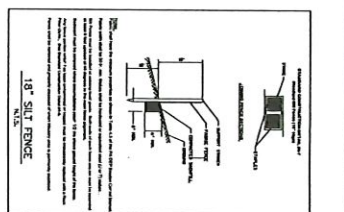
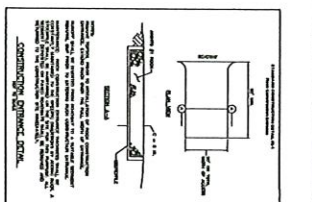
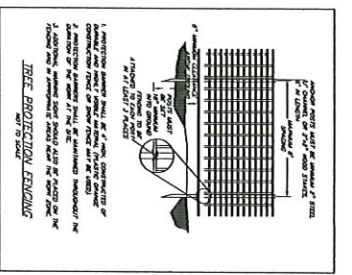
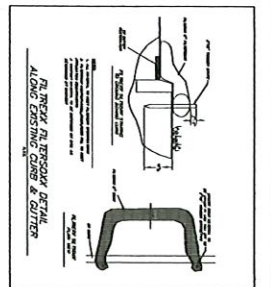
CONSHOHOCKEN BOROUGH STANDARD NOTES

- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE QUALITY AND COMPLETION OF WORK. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND HIGHWAY CONSTRUCTION SPECIFICATIONS AND THE LATEST EDITIONS OF THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND HIGHWAY CONSTRUCTION SPECIFICATIONS.
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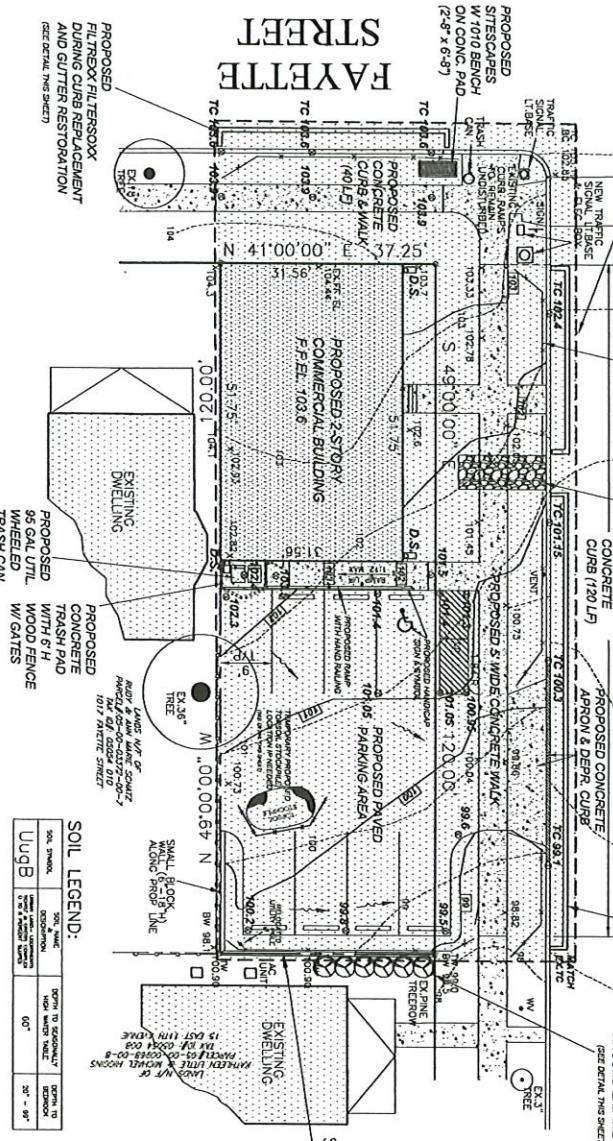
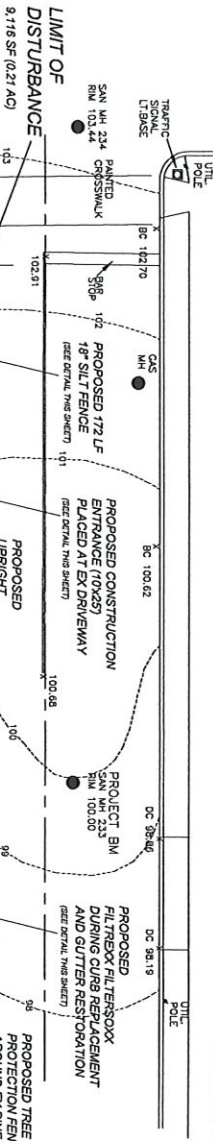


**LEGEND:**

CONCRETE		CONCRETE	
ASPHALT		ASPHALT	
PAVING		PAVING	
ROADWAY		ROADWAY	
GRASS		GRASS	
WOOD		WOOD	
ROCK		ROCK	
SOIL		SOIL	
UTILITY		UTILITY	
EXISTING		EXISTING	
PROPOSED		PROPOSED	
PROPOSED		PROPOSED	
PROPOSED		PROPOSED	
PROPOSED		PROPOSED	
PROPOSED		PROPOSED	
PROPOSED		PROPOSED	
PROPOSED		PROPOSED	



EAST 11TH AVENUE



**EROSION & SEDIMENTATION NOTES:**

1. EROSION & SEDIMENTATION IS CAUSED BY AN EARTH DISTURBANCE ACTIVITY. IT SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND SEDIMENTATION CONTROL MEASURES TO PREVENT EROSION AND SEDIMENTATION FROM OCCURRING ON SITE AND OFF SITE.
2. THE DESIGN SHALL BE SUCH THAT THE EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE PROJECT CONSTRUCTION PERIOD.
3. NO CHANNELS SHALL BE MADE IN THE COURSE OF THE LAND AND NO CHANNELS SHALL BE MADE IN THE COURSE OF THE ROADWAY.
4. ALL EROSION AND SEDIMENTATION CONTROL DEVICES ARE TO BE IN PLACE AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
5. THE LOCATION FOR A TYPICAL STOCKPILE IS SHOWN ON THE PLAN AND ALL DRAINAGE DEVICES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
6. THE LOCATION FOR A TYPICAL STOCKPILE IS SHOWN ON THE PLAN AND ALL DRAINAGE DEVICES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
7. THE LOT SHALL BE GRADED TO PREVENT EROSION DAMAGE TO ADJACENT PROPERTIES AND TO PREVENT EROSION DAMAGE TO ADJACENT PROPERTIES.
8. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
9. THE DESIGN POINT OF NATURAL DRAINAGE CHANNELS SHALL BE INSTALLED THROUGHOUT THE CONSTRUCTION PERIOD.
10. THE DESIGN POINT OF NATURAL DRAINAGE CHANNELS SHALL BE INSTALLED THROUGHOUT THE CONSTRUCTION PERIOD.

**CONSHOCKEN BOROUGHS EROSION CONTROL NOTES:**

1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. THE DESIGN SHALL BE SUCH THAT THE EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE PROJECT CONSTRUCTION PERIOD.
3. NO CHANNELS SHALL BE MADE IN THE COURSE OF THE LAND AND NO CHANNELS SHALL BE MADE IN THE COURSE OF THE ROADWAY.
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**SOIL LEGEND:**

SOIL TYPE	CONSTRUCTION	SOIL TYPE	CONSTRUCTION
Ugcb	1.5' TO 3.0' DEEP	Ugcb	1.5' TO 3.0' DEEP

**LOT AREA**  
4,476 SF (0.1027 AC)

**EROSION CONTROL PLAN**

**BORUSTEWICZ SUPERVISORS AND SITE PLANNERS**  
1023 FAYETTE STREET  
CONSHOCKEN BOROUGHS, MONTGOMERY COUNTY, PA  
610-281-1433

**PREPARED FOR:**  
1023 FAYETTE STREET  
CONSHOCKEN BOROUGHS, MONTGOMERY COUNTY, PA  
610-281-1433

**APPLICANT:**  
1023 FAYETTE STREET  
CONSHOCKEN BOROUGHS, MONTGOMERY COUNTY, PA  
610-281-1433

**FILE NO.:** 204348  
**DATE:** 02/18/10  
**SCALE:** 1 INCH = 10 FEET  
**SHEET NO.:** 4 OF 6

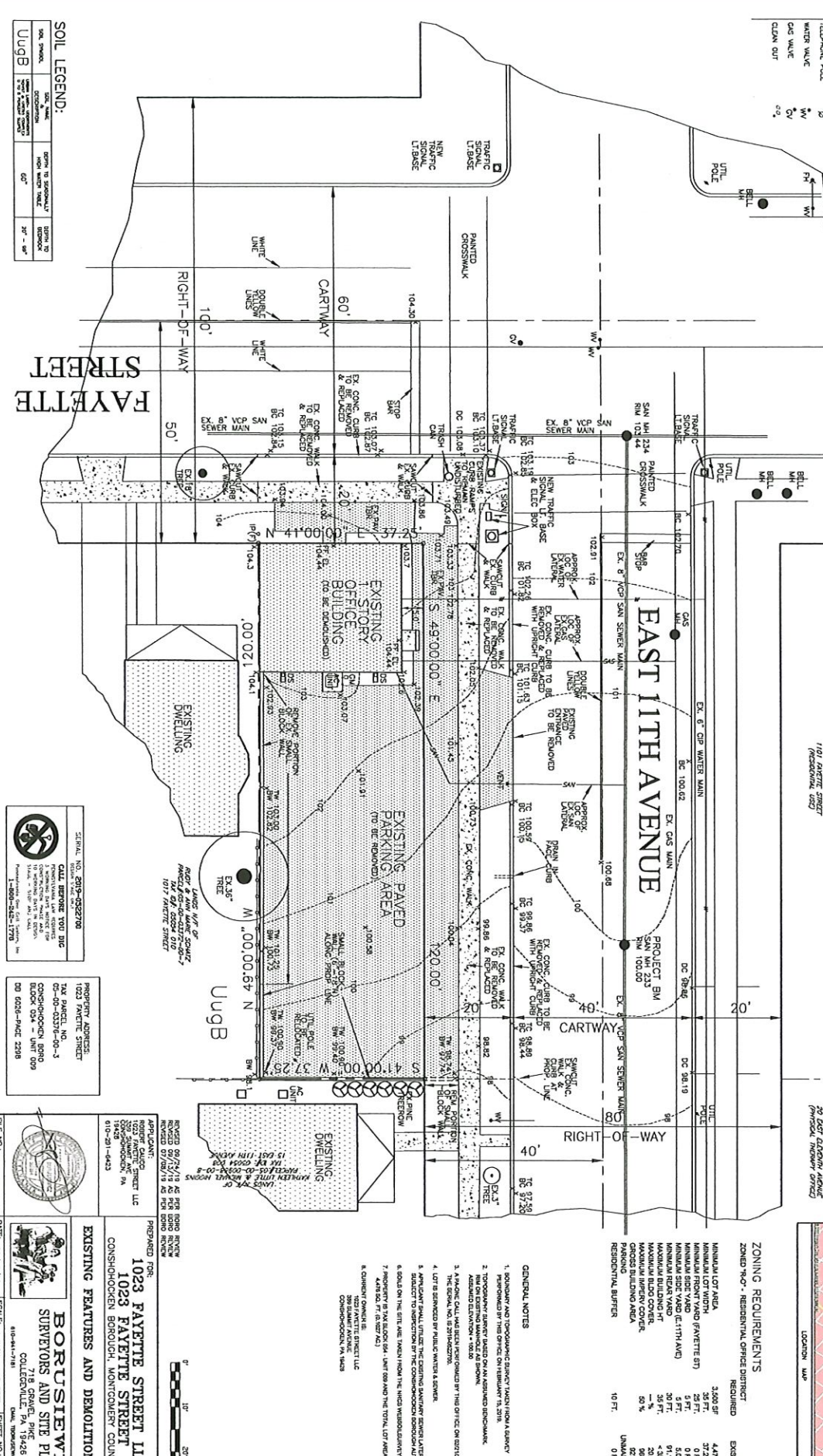


**SOIL LEGEND:**

SOIL SYMBOL	SOIL DESCRIPTION	DESIGNATION	REMARKS
UuB	CLAYEY SILTY SAND	GROUP 4	PERMITS FOR CONSTRUCTION OF 3RD - 4TH

**LEGEND:**

- BUILDING CONCRETE
- TRUCKS
- OPERATED CURB
- PROPERTY LINE
- WATER SERVICE
- SEWER LINE
- WATER VALVE
- TELEPHONE POLE
- WATER VALVE
- DC WALK
- DC WALK
- CLEAN OUT



**LOT AREA**  
4,476 SF (0.1027 AC)

**IMPERVIOUS CALCULATIONS - EXISTING CONDITIONS**

EXISTING BUILDING	697 SQ. FT.
EXISTING STOPS	18 SQ. FT.
EXISTING PAVING	280 SQ. FT.
<b>TOTAL EXISTING IMPERVIOUS COVERAGE</b>	<b>995 SQ. FT. / 4.476 SF = 22.1%</b>
<b>TOTAL EXISTING IMPERVIOUS COVERAGE</b>	<b>438 SQ. FT. / 4.476 SF = 9.8%</b>

**ZONING REQUIREMENTS**

ZONED R-2C - RESIDENTIAL OFFICE DISTRICT	REQUIRED	EXISTING
MINIMUM LOT AREA	3,500 SF	4,476 SF
MINIMUM FRONT YARD (FAYETTE ST)	25 FT.	25 FT.
MINIMUM SIDE YARD (FAYETTE ST)	5 FT.	5 FT.
MINIMUM REAR YARD (E. 11TH AVE)	5 FT.	5 FT.
MINIMUM BUILDING HT	35 FT.	< 35 FT.
MAXIMUM BUILDING COVER	50%	20.1%
CREOSOTED BUILDING AREA		207 SF
PARKING	UNANNOUNCED	0 FT.
RESIDENTIAL BUFFER	10 FT.	

**GENERAL NOTES**

1. DIMENSIONS AND TOPOGRAPHIC SURVEY TAKEN FROM A SURVEY PERFORMED BY THE OFFICE ON FEBRUARY 15, 2018.
2. TOPOGRAPHY SURVEY BASED ON AN ASSUMED DATUM.
3. A NUMBER OF UTILITIES DISCOVERED BY THE FIELD OFFICE ON FEBRUARY 15, 2018. THE EXACT NO. OF UTILITIES IS NOT KNOWN.
4. LOT IS BOUNDARY BY PUBLIC WATER & SEWER.
5. ANY WORK SHALL OBTAIN THE CONCRETE SURVEYOR'S SIGNATURE, SUBJECT TO ACCEPTANCE BY THE CONGRESSIONAL COUNTY AUTHORITY.
6. SHOWN ON THE SITE PLAN TAKEN FROM THE LATEST RECONSTRUCTION PLAN.
7. PROPERTY IS TAX MAP 054 - UNIT 009 AND THE TOTAL LOT AREA IS 4,476 SQ. FT. (0.1027 AC).
8. CURRENT OWNER IS: 1023 FAYETTE STREET, LLC 283 STATEMENT NUMBER: CONGRESSIONAL CO. WA 9

**PREPARED FOR:**  
**1023 FAYETTE STREET LLC**  
CONSHOHOCKEN BROAD, MONTGOMERY COUNTY, PA

**EXISTING FEATURES AND DEMOLITION PLAN**

**BORUSTEWICZ SURVEYORS AND SITE PLANNERS**  
718 CRAVE, PINE CO. CENTER, PA 15068  
TEL: 781-584-1181 FAX: 781-584-1181  
WWW.BORUSTEWICZ.COM

DATE: 02/19/19 SCALE: 1" = 10' SHEET NO.: 3 OF 6

**APPLICANT:**  
ROBERT CLAYTON  
1023 FAYETTE STREET LLC  
283 STATEMENT NUMBER: CONGRESSIONAL CO. WA 9  
010-281-4623

**REMOVED 09/27/19 AS PER PERMITS REVIEW  
REMOVED 07/18/19 AS PER PERMITS REVIEW**

**PROPERTY ADDRESS:**  
1023 FAYETTE STREET  
CONSHOHOCKEN BORO  
BLOCK 054 - UNIT 009  
DD 0026 - PACE 2298

**CALL BEFORE YOU DIG**  
SERIAL NO. 2015-0525700

**PROFESSIONAL SEAL**  
Professional Seal, State of PA  
15068-245-1719

**UuB**

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING 1 STORY OFFICE BUILDING**

**EXISTING PAVED PARKING AREA**  
(TO BE REMOVED)

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING DWELLING**  
15' X 11' 11" AREA

**EXISTING DWELLING**  
15' X 11' 11" AREA

**LANDSCAPE NOTES:**

1. CONTRACTOR TO CALL PLANTING CONTRACTOR TO ANY SITE DISTURBANCE. CONTRACTOR IS LIABLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES. CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES. CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES.

2. ALL PLANTING MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE DELIVERED TO THE SITE AS SPECIFIED. CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES.

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Plant Schedule						
SYMBOL	SCIENTIFIC NAME	COMMON NAME	QTY	SIZE	NOTES	
GRH	Quercus phellos	Willow Oak	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
GRFS	Girardinia sphenoloba	Arisection Serris	2	2 cal	BBB Same stem quality.	
NVS-S-L	Nyssa sylvatica	Black Gum	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
Quaker	Quercus laevis	White Oak	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
SPY	Salix purpurea	Willow	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
GRH	Quercus phellos	Willow Oak	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
GRFS	Girardinia sphenoloba	Arisection Serris	2	2 cal	BBB Same stem quality.	
NVS-S-L	Nyssa sylvatica	Black Gum	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
Quaker	Quercus laevis	White Oak	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
SPY	Salix purpurea	Willow	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
GRH	Quercus phellos	Willow Oak	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
GRFS	Girardinia sphenoloba	Arisection Serris	2	2 cal	BBB Same stem quality.	
NVS-S-L	Nyssa sylvatica	Black Gum	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
Quaker	Quercus laevis	White Oak	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	
SPY	Salix purpurea	Willow	2	3 cal	BBB Matching Full symmetrical crown. Same stem quality.	

**LANDSCAPE NOTES CONTINUED:**

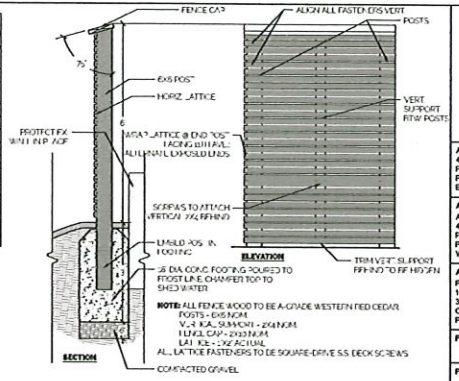
11. THROUGHOUT WATER PLANTING IMMEDIATELY AFTER INSTALLATION. ALL PLANTING SHALL BE DONE IN A MANNER THAT DOES NOT DISTURB ANY EXISTING UTILITIES OR STRUCTURES. CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES.

12. ALL PLANTING MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE DELIVERED TO THE SITE AS SPECIFIED. CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES.

13. ALL PLANTING MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE DELIVERED TO THE SITE AS SPECIFIED. CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES.

14. ALL PLANTING MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE DELIVERED TO THE SITE AS SPECIFIED. CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES.

15. ALL PLANTING MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE DELIVERED TO THE SITE AS SPECIFIED. CONTRACTOR SHALL MAINTAIN ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY ADJACENT PLANTS AND STRUCTURES.



**APIARY STUDIO**  
LANDSCAPE ARCHITECTURE

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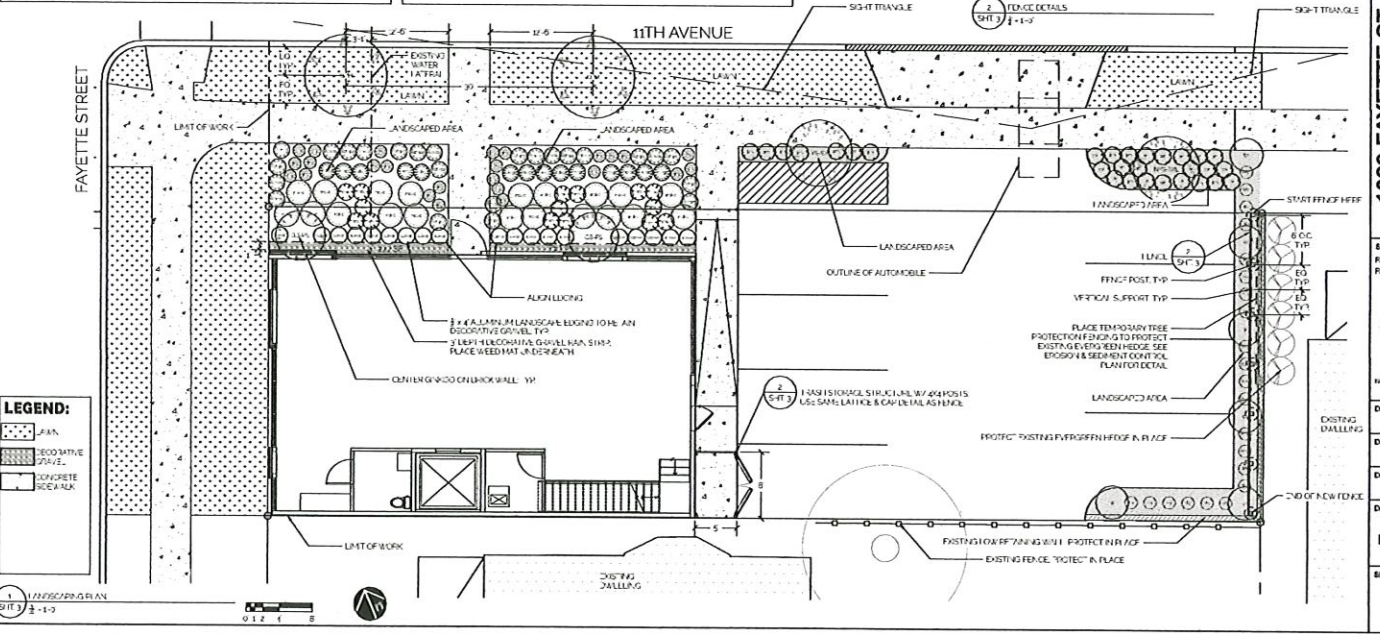
Project #:  
**C1904**

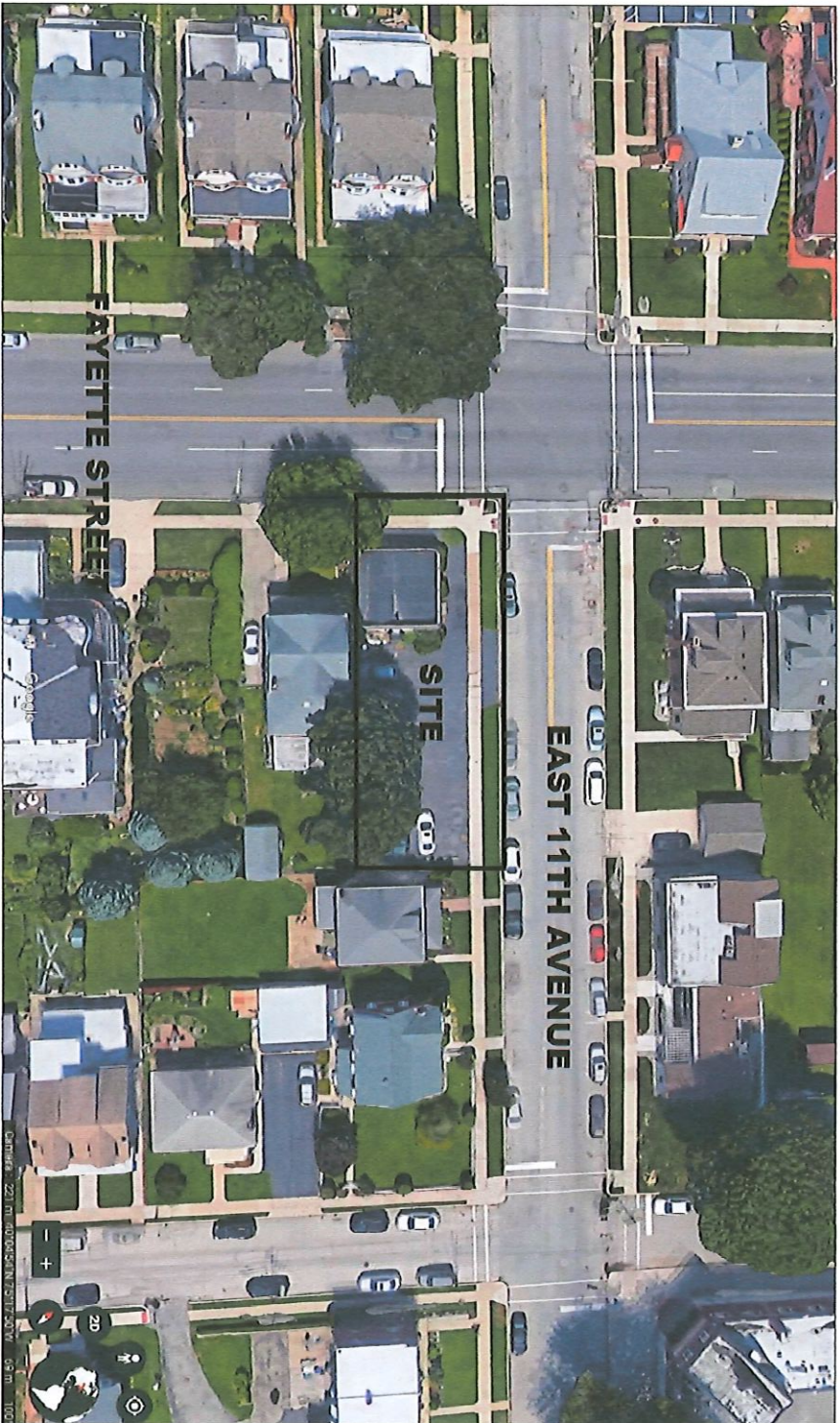
Project Name:  
**1023 FAYETTE ST  
COSHOCKEN BOROUGH  
MONTGOMERY COUNTY, PA**

DATE: 09/24/2019  
REVISIONS: 09/13/2019  
09/24/2019

DATE: 09/24/2019  
DRAWING SCALE: 1/8" = 1'-0"  
DRAWING TITLE: **LANDSCAPING PLAN**

Sheet #:  
**3 of 6**





PROPERTY ADDRESS:  
1023 FAYETTE STREET  
TAX PARCEL NO.  
05-00-03376-00-3  
CONSHOHOCKEN BORO  
BLOCK 004 - UNIT 009  
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REVISION: 09/13/2019 AS PER BORO RECORD  
APPROVAL: [Signature]  
REGISTERED PROFESSIONAL SURVEYOR  
17426  
CONSHOHOCKEN BOROUGH, MONTGOMERY COUNTY, PA  
610-281-6423

PREPARED FOR:  
**1023 FAYETTE STREET LLC**  
1023 FAYETTE STREET  
CONSHOHOCKEN BOROUGH, MONTGOMERY COUNTY, PA

**AERIAL PHOTO**

FILE NO.: BAC498  
DATE: 07/28/19  
SCALE: NTS  
SHEET NO.: 6 OF 8