

BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

December 18, 2023, ZONING HEARING BOARD MEETING PACKET

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BOROUGH OF CONSHOHOCKEN

Zoning Administration

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Stephanie Cecco
Borough Manager

ZONING NOTICE APRIL 17, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-03

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on April 17, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: TS 16, LLC
15 St. Asaphs Road, Bala Cynwyd, PA 19004

PREMISES INVOLVED: 5 Colwell Lane
Conshohocken, PA 19428
LI - Limited Industrial District/Research
FP - Floodplain Conservation District

OWNER OF RECORD: TS 16, LLC
15 St. Asaphs Road, Bala Cynwyd, PA 19004

The petitioner is appealing a zoning enforcement notice and seeking a variance from Sections 27-817.H.(2), 27-817.H.(3), 27-1404.9, 27-1714 and 27-1726.1F of the Conshohocken Zoning Ordinance related to outdoor storage of materials and materials that may be transferred off the lot by natural causes or forces within the floodplain conservation overlay district. The petitioner is proposing continuation of an existing nonconforming use under Section 27-701.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



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

Zoning Application

Application: 2-2023-03
Date Submitted: 2/10/23
Date Received: 2/10/23

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 Continuation of Non-Conforming Use

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

27-817H(2), 27-817H(3), 27-1404.9, 27-1714 and 1726.1.F

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

5 Colwell Lane, Conshohocken, PA

4. Applicant's Name: TS 16 LLC

Address: 15 St. Asaphs Road

Phone Number (daytime): 610 888 3035

E-mail Address: soldonmike@gmail.com

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

6. Property Owner: TS 16, LLC

Address: 15 St. Asaphs Road, Bala Cynwyd, PA 19004

Phone Number: 610 888 3035

E-mail Address: soldonmike@gmail.com

7. Lot Dimensions: irregular Zoning District: LI-Limited Industrial

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

Yes No If yes, please describe.

None by current owner. Prior zoning history is not known.

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

The property is an irregularly shaped lot, 1.103 acres in size improved with a 1 story masonry garage building of approx 1650 Square feet in area. The property is used as a contractor's office with storage and parking and as contractor's yards for two other businesses. See Deed, Exhibit "A", Survey, Exhibit "B."

10. Please describe the proposed use of the property.

Same as above.

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

None proposed.

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

Applicant appeals the determination of the Zoning Officer dated January 12, 2023, attached as Exhibit C. See paragraph 14, below. Additionally, the current use should be permitted as a continuation of the pre-existing non conforming use, applicant seeks a variance from the provisions of the ordinance per Section 2, above and applicant is awaiting copies of flood maps from FEMA to ascertain the accuracy of the conclusions of the Zoning Officer. Applicant reserves all rights and remedies at law and in equity including those afforded by the Pennsylvania and United States Constitutions.

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

a. The unique characteristics of the property: Most of the property is located within the flood plain district based upon the maps relied upon by the Borough staff.

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

The property has historically been used as an office and storage yard and that use should be permitted to continue. The use of the property pre-dates the provisions of the zoning code relating to floodplains. The property cannot be reasonably adapted to another use, without complete redevelopment. The property's current use is entirely consistent with the neighboring properties and the actions of the enforcement officer concerning this property are inconsistent with the actions of the zoning officer concerning other similar properties.

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

The current use is entirely consistent with the LI zoning district and with neighboring uses as well as the uses in other flood plain areas in the borough.

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.

Applicant seeks approval to use the property in manner consistent with historical uses of the property and neighboring properties.

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).

By way of example and not limitation Code sections 27-817 h(2), 27-817 h (3), 27-1409.9, 27-1714 and 27-1726.1 F. See letter of January 12, 2023, Exhibit "C". The zoning officer also references Chapter 13 concerning "Licenses, Permits and General Business Regulations all of which are disputed.

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

By way of example and not limitation, the zoning officer's determinations are in error as follows: 27-817 H(2)- the property is not used for outdoor storage of "fuel, raw materials and products." Rather is used as a contractors office and storage as permitted in the LI district consistent with many other neighboring properties. 27-817 h (3) There are no materials which may be transferred off the lot by "natural forces". 27-1404.9- The use of the property complies with applicable law and regulation. 27-1714 It is unclear which of the 11 provisions of this section the zoning officer contends applicant has violated. 27-1726.1 F Applicant is not aware of any "buoyant, flammable or explosive" material stored on the property. Chapter 13- This is not the zoning code and the zoning officer's reference thereto in a notice of zoning violation is improper. By way of

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.

Appeal from zoning officer's determination 27-307, 27-605 and for variance, in the alternative and for continuation of non-conforming use 27-701 et seq.

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

All sections referenced by the zoning officer in Exhibit "C"

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

See all prior responses

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

a. Attorney's Name: Daniel S. Coval, Jr., Esquire

b. Address: 15 St. Asaphs Road, Bala Cynwyd, PA 19004

c. Phone Number: 610 617 1776

d. E-mail Address: dcoval@amillerlaw.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.

TS 16, LLC

Applicant

Michael Reed

Legal Owner

10 February, 2023

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

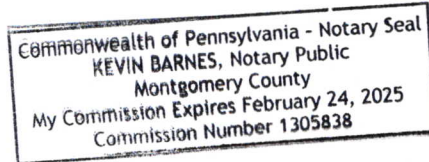
As subscribed and sworn to before me this 10th day of February

February, 2023

[Signature]

Notary Public

(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:

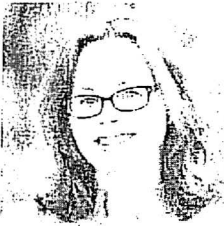
BY ORDER OF THE ZONING HEARING BOARD

	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: _____

Exhibit “A”

Deed



DEED BK 6032 PG 00240 to 00242.1
 INSTRUMENT # : 2017007630
 RECORDED DATE: 01/27/2017 10:45:13 AM



3434607-0006Q

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4


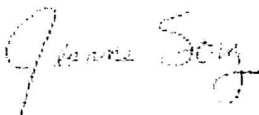
Document Type: Deed	Transaction #: 3510441 - 1 Doc (s)
Document Date: 01/17/2017	Document Page Count: 2
Reference Info:	Operator Id: msanabia

RETURN TO: (Wait) MONTGOMERY COUNTY TAX CLAIM BUREAU ONE MONTGOMERY PLAZA SUITE 610 NORRISTOWN, PA 19401	PAID BY: MONTGOMERY COUNTY TAX CLAIM BUREAU
--------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------

PROPERTY DATA:

Parcel ID #: 05-00-00108-00-4
 Address: 5 COLWELL LN
 PA
 Municipality: Conshohocken Borough (100%)
 School District: Colonial

ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT: \$300,000.00	DEED BK 6032 PG 00240 to 00242.1
TAXABLE AMOUNT: \$290,941.00	Recorded Date: 01/27/2017 10:45:13 AM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee: Deed \$95.00	  Jeanne Sorg Recorder of Deeds
Oath Affidavit Fee \$1.50	
State RTT \$2,909.41	
Conshohocken Borough RTT \$1,454.70	
Colonial School District RTT \$1,454.71	
Total: \$5,915.32	

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

Case# 2017-03193-0 Docketed at Montgomery County Recorder of Deeds

Prepared by: Montgomery County Tax Claim Bureau
Returned To: Montgomery County Tax Claim Bureau
Parcel No. 05-00-00108-00-4

RECORDER OF DEEDS
MONTGOMERY COUNTY

2017 JAN 27 A 9 22

**TAX CLAIM BUREAU DEED
UPSET SALE**

This Deed Made this 17th day of January, 2017
Between the TAX CLAIM BUREAU, of the County of Montgomery, Pennsylvania, as Trustee,
Grantor, and

**TS 16, LLC
15 ST. ASAPHS ROAD
BALA CYNWYD, PENNSYLVANIA 19004**

GRANTEE, his, her or their heirs, assigns, and successors.

Witnesseth, that in consideration of \$300,000.00 in hand paid, receipt whereof is hereby
acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his, her,
their heirs, assigns and successors, in accordance with the Real Estate Tax Sale Law of July 7,
1947, P.L. 1368, as amended, (72 P.S. 5860.101 et seq.)

ALL THAT CERTAIN PROPERTY SITUATE AND BEING KNOWN AS

**BLOCK 006 UNIT 030
5 COLWELL LN
Conshohocken
County of Montgomery
Commonwealth of Pennsylvania
Parcel No. 05-00-00108-00-4**

"Being the property formerly owned or reputed to be owned by WRUBEL BERENICE, the
same having been sold at Upset Sale held on September 22, 2016 under the provisions of the
Real Estate Tax Sale Law.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-00108-00-4 CONSHOHOCKEN
5 COLWELL LN

WRUBEL BERENICE
B 006 U 030 L 4280 DATE: 01/27/2017

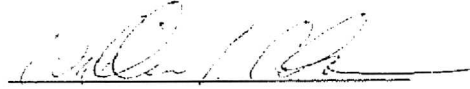
\$15.00
TG

{00488826;v1}

Case# 2017-03193-0 Docketed at Montgomery County Prothonotary on 02/16/2017 9:36 AM, Fee = \$270.00

In Witness Whereof, said Grantor has hereunto caused this Deed to be executed by its Director the day and year first above written.

Tax Claim Bureau of Montgomery County, Trustee



First Deputy Director of Tax Claim

COMMONWEALTH OF PENNSYLVANIA }ss:
COUNTY OF MONTGOMERY

On this, the 19th day of January, 2016, before me, the undersigned officer, personally appeared William Caldwell, First Deputy Director of the Tax Claim Bureau of the County of Montgomery, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained

In Witness Whereof, I have hereunto set my hand and official seal.

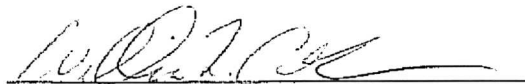


PROTHONOTARY

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is:

**TS 16, LLC
15 ST. ASAPHS ROAD
BALA CYNWYD, PENNSYLVANIA 19004**



For the Grantee

Exhibit “B”
Survey

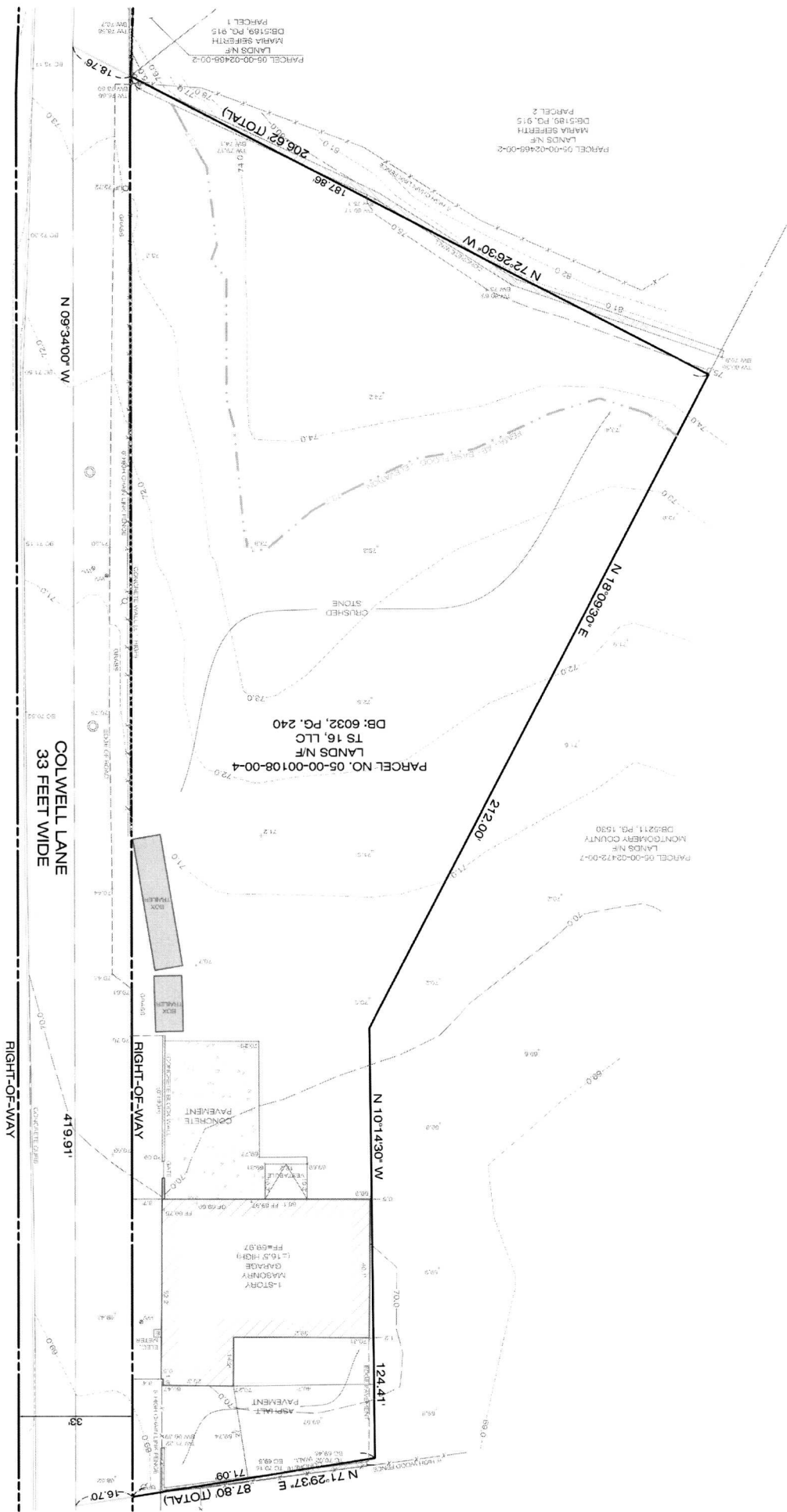


Exhibit “C”
Zoning Officer’s Letter



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serma, Member
Karen Tutino, Member

Stephanie Cocco
Borough Manager

SENT VIA CERTIFIED MAIL AND U.S. MAIL

January 12, 2023

TS 16, LLC
15 St. Asaphs Road
Bala Cynwyd, PA 19004

**Re: 5 Colwell Lane
ZONING ENFORCEMENT NOTICE**

Please be advised, the subject property is in violation of the terms of the Borough Zoning Code. Specifically, all objects located on a property within the Floodplain Conservation District pose a potential risk to human, animal, and plant life by impounding floodwater and raising flood elevations. Additionally, any object that is not permanently affixed to the ground can be washed away by floodwaters, creating a safety hazard by obstructing and/or contaminating waterways. Therefore, all objects that are in violation of the outlined ordinances shall be removed from the property.

Based on visual observations from our Building Codes Inspector, there are materials currently stored on-site; including but not limited to, box trailers, large cable/wire spools, port-o-potties, and trash dumpster. Along with these unsecured materials, with the exception of the trash dumpster, there are contractor company vehicles that are parked on-site and which are not accessory to the current landscaping business; and therefore, is in violation of *Chapter 13 – Licenses, Permits, and General Business Regulations* of Conshohocken Borough's Code of Ordinances since there are no record of licensing nor permits of the additional use for the lot in the Borough records.

In addition, an unscreened outdoor trash dumpster has been placed adjacent the entrance to the existing building for the current landscaping business. The trash dumpster must be placed inside the building.

All unsecured materials observed on-site are located within the Floodplain Conservation District. Therefore, the property remains in violation of Zoning Code Sections 27-817.H(2) and (3), -1404.9, -1714, and -1726.1.F.

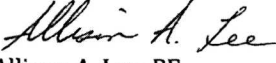
By **February 13, 2023**, you must come into compliance with the Borough ordinance by removing all existing box trailers and unsecured materials from within the Floodplain Conservation District.

YOU HAVE THE RIGHT TO APPEAL TO THE ZONING HEARING BOARD WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE.

YOUR FAILURE TO COMPLY WITH THIS NOTICE WITHIN THE TIME SPECIFIED UNLESS EXTENDED BY APPEAL TO THE ZONING HEARING BOARD CONSTITUTES A VIOLATION OF THE ZONING ORDINANCE WHICH MAY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE BOROUGH. EACH DAY THAT THE VIOLATION CONTINUES MAY CONSTITUTE A SEPARATE VIOLATION.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,


Allison A. Lee, PE
Zoning Officer
PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
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Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE AUGUST 21, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-15

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on August 21, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: TS 16, LLC
15 St. Asaph's Road, Bala Cynwyd, PA 19004

PREMISES INVOLVED: 5 Colwell Lane
Conshohocken, PA 19428
LI - Limited Industrial District/Research
FP - Floodplain Conservation District

OWNER OF RECORD: TS 16, LLC
15 St. Asaph's Road, Bala Cynwyd, PA 19004

The petitioner is appealing the three (3) zoning Use & Occupancy permit application denials for the site and is seeking a Special Exception pursuant to Sections 27-703.B & E and a Variance from Sections 27-1713, 27-1703, 27-817.H.(3), 27-1402, 27-1714.1.A & H, 27-1713, 27-1717, 27-1718, 27-1718.2, and 27-1718.3 of the Conshohocken Zoning Ordinance related to multiple uses permitted on the site; outdoor storage of materials and materials that may be transferred off the lot by natural causes or forces; and variance conditions within the floodplain conservation overlay district. The petitioner is proposing continuation of an existing nonconforming status of the site under Part 7 of the Zoning Ordinance.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



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

Zoning Application

Application: Z-2023-15
Date Submitted: 7/20/23
Date Received: 7/20/23

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 Continuation of a non-conforming use

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

See attached.

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

5 Colwell Lane, Conshohocken, PA

4. Applicant's Name: TS 16, LLC

Address: 15 St. Asaph's Road, Bala Cynwyd, PA 19004

Phone Number (daytime): (610) 888-3035

E-mail Address: soldonmike@gmail.com

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

6. Property Owner: TS 16, LLC

Address: 15 St. Asaph's Road, Bala Cynwyd, PA 19004

Phone Number: (610) 888-3035

E-mail Address: soldonmike@gmail.com

7. Lot Dimensions: Irregular Zoning District: L1 - Limited Industrial

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

Yes No If yes, please describe.

There is a pending Zoning Application filed February 10, 2023, appealing a January 12, 2023 determination of the Zoning Officer and requesting other relief.

That appeal is designated 7-2023-03. This Application should be made part of that application or, in the alternative, consolidated with it.

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

See attached Supplement to Application.

10. Please describe the proposed use of the property.

See attached Supplement to Application.

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

See attached Supplement to Application.

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

See attached Supplement to Application.

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

See attached Supplement to Application.

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. See attached Supplement to Application.
- 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).

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. See attached Supplement to Application.

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: Daniel S. Coval, Jr., Esquire

b. Address: 15 St. Asaph's Road, Bala Cynwyd, PA 19004

c. Phone Number: (610) 617-1776

d. E-mail Address: dcoval@amillerlaw.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.

TS 16, LLC

Applicant

Michael Bauer

7-19-23

Legal Owner

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

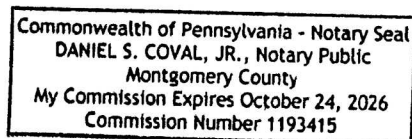
As subscribed and sworn to before me this 19th day of

July 2023

[Handwritten Signature]

Notary Public

(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: _____

SUPPLEMENT TO ZONING APPEAL
APPEAL OF TS 16, LLC
Property at 5 Colwell Lane, Conshohocken, PA

The following Supplement includes the information requested in the Zoning Application. The numbered paragraphs of this Supplement conform with the printed form Zoning Application.

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

The property is an irregularly shaped lot, 1.103 acres in size, improved with a one-story masonry garage building with a footprint of approximately 3,300 square feet. The building has a vestibule and there are paved areas adjacent to the building. There is also a small trailer and porta potties on the site. The building is used for storage and office by a landscaping contractor, with adjacent parking, and has been used for similar uses for many years. Other areas of the property are used by two contractor tenants for parking and dispatch of vehicles. The property is divided into three areas by owner, designated A, B and C, as shown on the attached Plan, which are leased to the tenants.

10. Please describe the proposed use of the property.

No change of the present use is proposed. Rather, Applicant seeks approval of the present use(s).

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

No improvements are proposed. Applicant appeals the determinations of the Zoning Officer, who denied applications for use and occupancy permits for each of the the three uses. Applicant asserts that the current use(s) of the property should be permitted for the reasons set forth at length in this Application. A copy of the Deed of January 17, 2017, vesting title to the property in Applicant, is attached as Exhibit “A”. A copy of a site plan of the property is attached as Exhibit “B”.

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

Applicant appeals three determinations of the Zoning Officer dated June 22, 2023, which are attached as Exhibits C-1, C-2 and C-3. The Zoning Officer’s decisions denied applications by the Applicant for use and occupancy permits for the property. In the alternative to appealing the zoning officer’s determination, the Applicant seeks variances to allow the uses, if required, and also asserts that the uses are non-conforming uses which are entitled to remain and seeks a special exception, if necessary, to expand the non-conforming use. The determinations made in each of the Zoning Officer’s letters are addressed separately as follows:

C-1 – Novvex Green, LLC d/b/a Patkin Landscaping – Permit Application # 23-00427

The Applicant agrees with the Zoning Officer’s determination that the current use of the Property by Novvex Green, LLC, d/b/a Patkin Landscaping (“Patkin”) is a pre-

existing, non-conforming use which may continue. To the extent that the Zoning Officer's determination is that the use of the property by Patkin is other than a lawful use, Applicant appeals that determination. To the extent that the Zoning Officer's determination is interpreted to hold that any portion or aspect of the use of the property by Patkin is unlawful because it violates the Code or is outside of the scope of the pre-existing non-conformity, Applicant challenges that determination and, in the alternative, requests variance(s) to allow the current use to remain.

Applicant challenges the Zoning Officer's determination that the non-conforming use does not extend to the entire tract, if that is her determination. In the alternative, Applicant requests a variance from Section 27-1713 of the Borough Zoning Ordinance (the "Code"), and any other applicable provisions, to permit the existing use in the Floodplain Conservation District ("FCD").

Applicant appeals the Zoning Officer's determination that the existing trash dumpster located outside the building may be transferred off the property by natural causes or force and therefore is in violation of Section 27-817.H(3) of the Code. In the alternative, if it is determined that the dumpster violates the Code, Applicant seeks a variance from Section 27-817.H(3) of the Code to allow the dumpster to remain.

Applicant also appeals the Zoning Officer's determination that, since the Borough of Conshohocken "does not have record of the portion of the property identified in the permit application as Section "A" and no outdoor storage of materials or waste may be transferred off the lot by natural causes or forces is permitted, the permit application is denied at this time". Applicant appeals the denial of the permit for the use. In the

alternative, Applicant avers that the current use by Patkin is permitted as the continuation of a pre-existing, non-conforming use. In the alternative, and if necessary, Applicant requests a variance from the Code Section 27-1713 and any other provisions of the Code cited in the letter to allow the described use.

C-2 – Safe Zone Line Services, LLC – Permit Application # 23-00428

Applicant appeals the Zoning Officer’s determinations in her letter of June 22, 2023, attached hereto as C-2, relating to the use and occupancy permit application for Safe Zone Line Services, LLC (“Safe Zone”). Applicant appeals the Zoning Officer’s determinations as follows.

Applicant appeals any implied determination by the Zoning Officer that portions of this commercial zoned property cannot be leased to or used by more than one entity. Applicant has leased portions of this property to three separate tenants, each of whom occupies a designated area. Nothing in the Zoning Code prohibits the occupancy of a commercial property by more than one tenant or requires subdivision of a property to permit multiple uses. To the extent that the Zoning Code prohibits use of a single property by multiple tenants, Applicant seeks a variance from any applicable provisions of the Code, which Code sections are not cited by the Zoning Officer, to permit the use.

Applicant appeals the Zoning Officer’s characterization of the extent of the FEMA floodplain on the property and will show the actual extent of the floodplain through evidence presented at hearing. Therefore, Applicant appeals the Zoning Officer’s determination that, in accordance with Sections 27-1702.1 and 27-1709.1.B, the entirety of the property is subject to the FP – Floodplain Conservation Overlay District.

Applicant agrees with the Zoning Officer's determination that the use of the property by Safe Zone, for parking of vehicles, and as an area for staging and dispatching of its vehicles, is a "warehouse, storage or distribution center". See Code 27-1402.F and I (use of the "same general character" permitted). Applicant also asserts that prior owners of the property had used the entire property for parking and dispatch of commercial vehicles, and this use is a pre-existing, non-conforming use, or a use of the same general character as the pre-existing, non-conforming use and is entitled to continue pursuant to Part 7 of the Zoning Code, 27-701 – 27-704. To the extent it is determined that the pre-existing, non-conforming use did not extend throughout the portion of the Property occupied by Safe Zone, then Applicant seeks a special exception for other required relief pursuant to Code Section 27-703(A), (B), (D) and (E), and applicable law, extension or expansion of that use. To the extent the Zoning Officer has determined that the current use is different than the pre-existing, non-conforming use, then Applicant appeals that determination and, in the alternative, seeks a special exception pursuant to Code § 27-703(B) to change to a non-conforming use which is equally appropriate or more appropriate to the LI District and is no more detrimental. In the alternative, Applicant seeks a variance from Sections 27-1402, 27-1713 and 27-1703, and any other Code section set forth in the Zoning Officer's letter, as appropriate, to allow the use of the property by Safe Zone as currently conducted.

Applicant appeals the determination of the Zoning Officer that the existing trailers, equipment (which term is not further defined), porta-potty, and loose materials on the site are in violation of Section 27-817.H(3) of the Code and must be removed. In the

alternative, Applicant seeks a variance from Code Section 27-817.H(3) to allow those items to remain on the property.

Applicant appeals the Zoning Officer's determination that, pursuant to Section 27-1714.1(A) and (H) of the Code, the use by the Applicant is a parking lot or otherwise prohibited within the Floodplain Conservation District ("FCD"). In the alternative, the Applicant seeks a variance from Code Section 27-817.H(3) and 27-1714.1.A and H, and pursuant to 27-1717, 27-1718, including 27-1718(3), and any other applicable Code provisions, to permit outdoor storage of materials, permanent structures, and to utilize the site for parking and dispatch of contractor vehicles and equipment within the floodplain.

Applicant appeals the Zoning Officer's determination denying a permit for the Safe Zone use. See Exhibit C-2.

C-3, letter of June 22, 2023 regarding Asplundh Tree Expert, LLC – 5 Colwell Lane (Section C) – Permit Application # 23-00429

Applicant appeals the Zoning Officer's determinations in its letter of June 22, 2023, attached hereto as C-3, relating to the use and occupancy permit application for Asplundh Tree Expert, LLC ("Asplundh"). Applicant appeals the Zoning Officer's determinations as follows.

Applicant appeals any implied determination by the Zoning Officer that portions of this commercial zoned property cannot be leased to or used by more than one entity. Applicant has leased portions of this property to three separate tenants, each of whom occupies a designated area. Nothing in the Zoning Code prohibits the occupancy of a commercial property by more than one tenant or requires subdivision of a property to

permit multiple uses. To the extent that the Zoning Code prohibits use of a single property by multiple tenants, Applicant seeks a variance from any applicable provisions of the Code.

Applicant appeals the Zoning Officer's characterization of the extent of the FEMA floodplain on the property and will show the actual extent of the floodplain through evidence presented at hearing. Therefore, Applicant appeals the Zoning Officer's determination in accordance with Sections 27-1702.1 and 27-1709.1.B that the entirety of the property is subject to the FP – Floodplain Conservation Overlay District.

Applicant agrees with the Zoning Officer's determination that the use of the property by Asplundh, for parking of vehicles, and as an area for staging and dispatching of its vehicles, is "a warehouse, storage or distribution center", permitted within the LI – Limited Industrial District. See Code 27-1402.F and I (use of "the same general character" permitted). Applicant also asserts that prior owners of the property had used the entire property for parking and dispatch of commercial vehicles, and this use is a pre-existing, non-conforming use, and is entitled to continue pursuant to Part 7 of the Zoning Code, 27-701 – 27-704. To the extent it is determined that the pre-existing, non-conforming use did not extend throughout the portion of the Property occupied by Asplundh, then Applicant seeks a special exception or other required relief pursuant to Code Section 27-703(A), (B), (D) and (E), and applicable law, to permit an extension or expansion of the pre-existing, non-conforming use. In the alternative, Applicant seeks a variance from Sections 27-1402, 27-1713 and 27-1703, and any other Code section set

forth in the Zoning Officer's letter, as appropriate, to allow the use of the property by Asplundh as currently conducted.

Applicant appeals the determination of the Zoning Officer that the existing portapotty is in violation of Section 27-817.H(3) of the Code and must be removed. In the alternative, Applicant seeks a variance from Code Section 27-817.H(3) to allow the portapotty to remain.

Applicant appeals the Zoning Officer's determination that, pursuant to Section 27-1714.1(A) and (H) of the Code, the use by the Applicant is a parking lot or otherwise prohibited within the Floodplain Conservation District. In the alternative, the Applicant seeks a variance from Code Section 27-817.H(3) and 27-1714.1.A and H, and pursuant to 27-1717, 27-1718, including 27-1718(3), and any other applicable Code provisions, to permit outdoor storage of materials, and to utilize the site for parking, permanent structures, and dispatch of contractor vehicles and equipment within the floodplain.

Applicant appeals the Zoning Officer's determination denying a permit for the Asplundh use. See Exhibit C-3.

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

a. The unique characteristics of the property:

A substantial portion of the property is located within the Floodplain Conservation District based upon the maps relied upon by the Borough staff. However, Applicant believes that most, if not all, of the property is located within the floodplain fringe, or outside the floodplain, and is not subject to flooding. The location of the property within

the FCD is a unique characteristic of the property which unduly impacts its use and development.

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

The property has historically been used as an office, warehouse and storage yard and that use should be permitted to continue. The use of the property predates the enactment of the provisions of the Zoning Code establishing the FCD. The property cannot reasonably be adapted to another use, without complete redevelopment. No use permitted within the floodplain is viable for the property and therefore the property will suffer a hardship if relief is not granted. The current use of the property is entirely consistent with the use of neighboring properties. The actions of the enforcement officer concerning this property are inconsistent with the actions of the zoning officer concerning other similar properties in this area and in the Borough.

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

The current use is entirely consistent with the LI Zoning District and with neighboring uses as well as uses within the FCD areas in the Borough. The use is less intensive than others permitted in the FCD. The property, and the neighborhood, consists of similar, if not more intensive, commercial uses. The current use of the property is permitted in the LI District or is "of the same general character" as permitted uses and is not a prohibited use. See Code § 27-1402(I). The use of the property as proposed will not adversely affect public health, safety of the general welfare. There are no residential uses which are proximate to this property. There is substantial and unimpeded access to

and from the property. The proposed use of the property will not overburden municipal services, increase the Base Flood Elevation beyond the level permitted by the Code, or cause any impact off of the property.

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 to the determination).**

Please see the attached letters, Exhibits C-1, C-2 and C-3. Applicant incorporates its prior statements in this Application, particularly those contained in response to Section 12 above. The applicable provisions of the Zoning Ordinance which are subject to challenge are set forth in the Zoning Officer's letter and set forth previously in this application, and are also set forth in response to Sections 15a and b.

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

Applicant incorporates the prior sections of this Application, particularly those set forth in Section 12. In further answer, and by way of example and not limitation, the Zoning Officer's determination that the uses of the property by Safe Zone and Asplundh are not permitted, non-conforming uses or reasonable continuations or extensions of the pre-existing uses is in error. The Zoning Officer's implied determination that no more than one tenant or entity may be permitted to occupy this property is an error. There is no provision in the Zoning Code which prohibits multiple tenants at the same commercial property. The Zoning Officer's determination relating to the flood zone of the property is

incorrect and the dimensions and nature of the floodplain will be shown by engineering testimony. The Zoning Officer's determination that the trailer, equipment, porta-potty and other materials are subject to being transferred off the lot by natural causes or forces is not correct. See 27-817.H(3). Further, the Applicant will demonstrate that the existing uses of the property, and these same proposed uses, do not result in an increase in the Base Flood Elevation of more than one foot at any point as required by Sections 27-1718(3), and if located in a floodway, will cause no increase in the BFE, and therefore, if required, a variance should be granted to permit the use of the property as currently exists 27-1718(2).

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.

The Applicant is appealing the Zoning Officer's determinations, as indicated, and asserts that the uses of the property should be permitted as a continuation of the non-conforming use. If necessary, a special exception should be granted to permit a change of non-conforming use and expansion of the pre-existing, non-conforming use, pursuant to 27-701, 27-703. In the alternative, Applicant requests variances as previously set forth.

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

All sections referenced by the Zoning Officer in Exhibits C-1, C-2 and C-3, and previously in this Application, including the following:

- Appeal from the determinations of the Zoning Officer's letters dated June 22, 2023 attached as Exhibits C-1, C-2 and C-3.

- Variance from Section 27-1713 of the Code to permit existing uses in the Floodplain Conservation District.
- Variance, if necessary, from Code Section 27-817.H(3) to allow dumpster, trailer and porta-potty and other equipment to remain on property, for each of the tenants.
- Variance from Section 27-1402, if necessary, to permit use of property by existing tenants.
- Determination that the current uses of the property are a continuation of the previously existing, non-conforming uses.
- In the alternative, a special exception from Code Section 27-703.B and E, if required, to allow non-conforming use, which is equally appropriate or more appropriate in the LI District and is no more detrimental.
- A special exception pursuant to Code Section 27-703.B and E, and other applicable code sections, to permit expansion of existing, non-conforming use.
- Variance, if necessary, from Code Sections 27-817.H(3) and 27-1714.1(A) and (H) and any other applicable provisions to permit outdoor storage of materials and to utilize the site for parking of contractor vehicles and equipment within the floodplain.
- A variance pursuant to Code Sections 27-1713, 27-1717 and 27-1718, including 27-1718(3), to allow the existing/proposed use of the property within the floodplain.
- A variance from Section 27-1718(2) to allow for use within a floodway, if required.
- A request for relief from any other provisions of the Code referred to previously in this Application.

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

The property is improved as a commercial property and has long been used for commercial purposes, as a contractor's office and for parking and storage associated with

that use. The Applicant is entitled to continue the non-conforming use of the property. The use of the property at present, by Safe Zone and Asplundh, is nothing more than a continuation of the prior, pre-existing contractor storage use. The use is reasonable and is consistent with the uses permitted in the underlying LI District.

The property, though located in a floodplain, is not subject to flooding. The proposed use will not increase the base flood elevation by more than one foot. Further, the use of the property for storage or parking of vehicles is consistent with both the LI District and the floodplain district.

The grant of relief will not adversely affect the public health, safety or general welfare, and will cause no adverse effect. Without the grant of a variance from the floodplain regulations, this property will suffer a hardship as none of the uses permitted in the floodplain district are economically feasible for this property.

In further response, Applicant incorporates its prior statements in this Application.

EXHIBIT A



DEED BK 6032 PG 00240 to 00242.1
 INSTRUMENT # : 2017007630
 RECORDED DATE: 01/27/2017 10:45:13 AM



3434607-0006Q

RECORDER OF DEEDS
 MONTGOMERY COUNTY
 Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed
 Document Date: 01/17/2017
 Reference Info:
 Transaction #: 3510441 - 1 Doc (s)
 Document Page Count: 2
 Operator Id: msanabia

RETURN TO: (Wait)
 MONTGOMERY COUNTY TAX CLAIM BUREAU
 ONE MONTGOMERY PLAZA SUITE 610
 NORRISTOWN, PA 19401
 PAID BY:
 MONTGOMERY COUNTY TAX CLAIM BUREAU

PROPERTY DATA:
 Parcel ID #: 05-00-00108-00-4
 Address: 5 COLWELL LN
 Municipality: PA
 Conshohocken Borough
 (100%)
 School District: Colonial

ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT:
 \$300,000.00
 TAXABLE AMOUNT:
 \$290,941.00
 FEES / TAXES:
 Recording Fee: Deed \$95.00
 Affidavit Fee \$1.50
 State RTT \$2,909.41
 Conshohocken Borough RTT \$1,454.70
 Colonial School District RTT \$1,454.71
 Total: \$5,915.32

DEED BK 6032 PG 00240 to 00242.1
 Recorded Date: 01/27/2017 10:45:13 AM
 I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg

Jeanne Sorg
 Recorder of Deeds

Case# 2017-03193-0 Docketed via 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

Prepared by: Montgomery County Tax Claim Bureau
Returned To: Montgomery County Tax Claim Bureau
Parcel No. 05-00-00108-00-4

RECORDER OF DEEDS
MONTGOMERY COUNTY
2017 JAN 27 A 9 22

**TAX CLAIM BUREAU DEED
UPSET SALE**

This Deed Made this 17th day of January, 2017
Between the TAX CLAIM BUREAU, of the County of Montgomery, Pennsylvania, as Trustee,
Grantor, and

**TS 16, LLC
15 ST. ASAPHS ROAD
BALA CYNWYD, PENNSYLVANIA 19004**

GRANTEE, his, her or their heirs, assigns, and successors.

Witnesseth, that in consideration of \$300,000.00 in hand paid, receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his, her, their heirs, assigns and successors, in accordance with the Real Estate Tax Sale Law of July 7, 1947, P.L. 1368, as amended, (72 P.S. 5860.101 et seq.)

ALL THAT CERTAIN PROPERTY SITUATE AND BEING KNOWN AS

**BLOCK 006 UNIT 030
5 COLWELL LN
Conshohocken
County of Montgomery
Commonwealth of Pennsylvania
Parcel No. 05-00-00108-00-4**

"Being the property formerly owned or reputed to be owned by WRUBEL BERENICE, the same having been sold at Upset Sale held on September 22, 2016 under the provisions of the Real Estate Tax Sale Law.

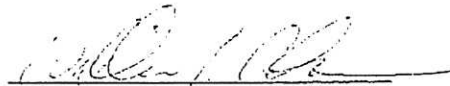
MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-00108-00-4 CONSHOHOCKEN
5 COLWELL LN
WRUBEL BERENICE \$15.00
B 006 U 030 L 4280 DATE: 01/27/2017 TG

{00488826;v1}

Case# 2017-03193-0 Docketed at Montgomery County Prothonotary on 02/16/2017 9:36 AM, Fee = \$270.00

In Witness Whereof, said Grantor has hereunto caused this Deed to be executed by its Director the day and year first above written.

Tax Claim Bureau of Montgomery County, Trustee

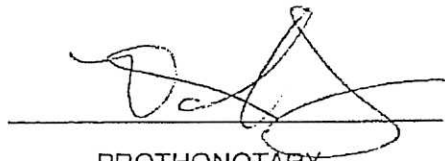


First Deputy Director of Tax Claim

COMMONWEALTH OF PENNSYLVANIA }ss:
COUNTY OF MONTGOMERY

On this, the 19th day of January, 2017, before me, the undersigned officer, personally appeared William Caldwell, First Deputy Director of the Tax Claim Bureau of the County of Montgomery, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained

In Witness Whereof, I have hereunto set my hand and official seal.



PROTHONOTARY

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is:

**TS 16, LLC
15 ST. ASAPHS ROAD
BALA CYNWYD, PENNSYLVANIA 19004**



For the Grantee

EXHIBIT B

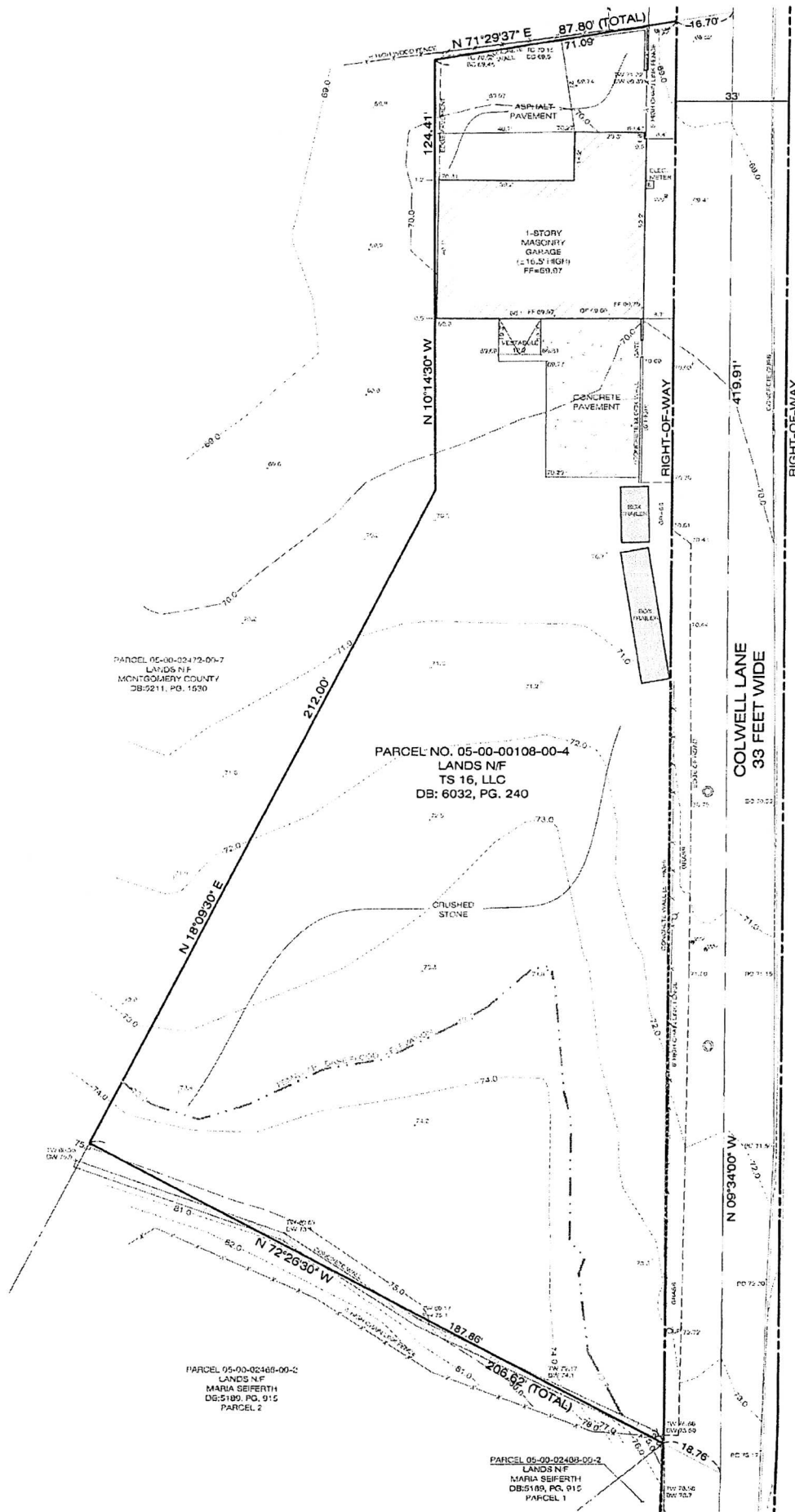


EXHIBIT C-1



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

June 22, 2023

Applicant:

Novvex Green, LLC, d/b/a Patkin Landscaping
Michael Sherick, Managing Member
613 Woodcrest Avenue
Ardmore, PA 19003

Property Owner:

TS 16, LLC
15 St. Asaphs Road
Bala Cynwyd, PA 19004

**Re: 5 Colwell Lane (Section "A")
Use and Occupancy (U&O) Permit Application #23-00427**

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00427 for Section "A" of the above referenced property. Upon review of this permit application, there is currently an active U&O permit for a landscaping business, and more specifically for a "warehouse" use to store landscaping equipment, which is utilizing the existing nonconforming building on the site. The current application states a change in tenant to "Novvex Green, LLC" (the prior application only identified the owner, TS 16, LLC). No change in use is stated. The Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "A" in the permit application. A site plan shall be provided documenting Section "A" of the above referenced property to accompany the U&O permit application.

The property is identified to be located within the LI - Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depths defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Ordinance, the property is subject to the FP - Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP - Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance.

However, since the existing building and current use are considered nonconforming, the nonconforming status shall continue, and a property may continue to be used as nonconforming until it complies with the requirements of the Zoning Ordinance in accordance with §27-703 and §27-1715 of the Borough Zoning Ordinance. To the extent any change in use (rather than just a change in tenant) is proposed, the Borough reserves the right to review such change in use.

Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing trash dumpster located outside and adjacent the existing building is in violation of §27-817.H.(3). The existing outdoor trash dumpster will need to be relocated inside the existing nonconforming building; be removed off-site; or otherwise, a variance from Zoning Ordinance Section §27-817.H.(3) for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of materials within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "A"; and no outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is **denied** at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,



Allison A. Lee, PE

Zoning Officer

PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small

EXHIBIT C-2



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

June 22, 2023

Applicant:

Safe Zone Line Services, LLC
Victoria Legra, Supervisor
234 Dogwood Drive
Crawfordville, FL 32327

Property Owner:

TS 16, LLC
15 St. Asaphs Road
Bala Cynwyd, PA 19004

**Re: 5 Colwell Lane (Section "B")
Use and Occupancy (U&O) Permit Application #23-00428**

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00428 for Section "B" of the above referenced property. Upon review of this permit application, the Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "B" in the permit application. A site plan shall be provided documenting Section "B" of the above referenced property to accompany the U & O permit application.

The property is identified to be located within the LI - Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depths defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Code, the property is subject to the FP - Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP - Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance. A variance from §27-1713 of the Borough Zoning Code for approval from the Conshohocken Borough Zoning Hearing Board is required to permit the proposed new use to be located within the FP - Floodplain Conservation Overlay District.

Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing trailers, equipment, port-a-potty, and loose materials currently stored onsite is in violation of §27-817.H.(3). The existing loose materials will be required to be removed off-site. In addition, pursuant to §27-1714.1.A and H of the Zoning Ordinance, no new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the one-hundred-year floodplain and parking lots are prohibited uses within the Floodplain Conservation Overlay District. A variance from Zoning Ordinance Sections §27-817.H.(3) and §27-1714.1.A and H for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of materials, permanent structures, and utilizing the site as a parking lot for contractor vehicles and equipment within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "B"; the proposed new use is not a permitted use by right within the more restrictive FP – Floodplain Conservation Overlay District; and no permanent structures nor outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is **denied** at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,



Allison A. Lee, PE
Zoning Officer

PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small

EXHIBIT C-3



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

June 22, 2023

Applicant:

Asplundh Tree Expert, LLC
Elizabeth Bolger, Director Region 021
575 A Virginia Drive
Fort Washington, PA 19034

Property Owner:

TS 16, LLC
15 St. Asaphs Road
Bala Cynwyd, PA 19004

**Re: 5 Colwell Lane (Section "C")
Use and Occupancy (U&O) Permit Application #23-00429**

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00429 for Section "C" of the above referenced property. Upon review of this permit application, the Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "C" in the permit application. A site plan shall be provided documenting Section "C" of the above referenced property to accompany the U & O permit application.

The property is identified to be located within the LI - Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depths defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Code, the property is subject to the FP - Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP - Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance. A variance from §27-1713 of the Borough Zoning Code for approval from the Conshohocken Borough Zoning Hearing Board is required to permit the proposed new use to be located within the FP - Floodplain Conservation Overlay District.

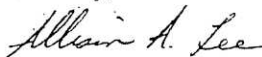
Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing port-a-potty currently stored onsite is in violation of §27-817.H.(3). The existing port-a-potty will be required to be removed off-site. In addition, pursuant to Section §27-1714.1.H of the Zoning Ordinance, parking lots is a prohibited use within the Floodplain Conservation Overlay District. A variance from Zoning Code Sections §27-817.H.(3) and §27-1714.1.H for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of the port-a-potty and utilizing the site as a parking lot for contractor vehicles within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "C"; the proposed new use is not a permitted use by right within the more restrictive FP – Floodplain Conservation Overlay District; and no outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is **denied** at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

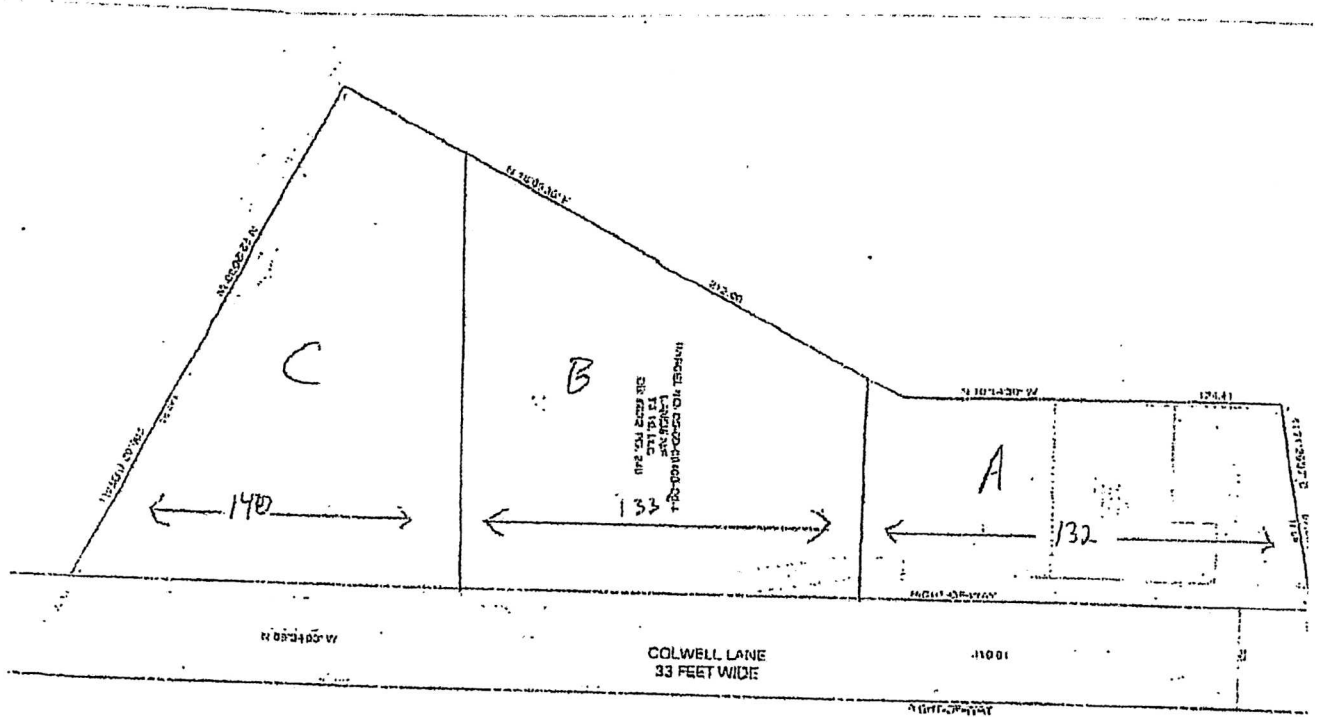
Sincerely,



Allison A. Lee, PE
Zoning Officer
PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small

EXHIBIT D



Not to Scale
 All measurements are approximate

Exhibit "A"

MJS

100



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
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Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE OCTOBER 16, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-16

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 16, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: David P. and Lisa P. McLafferty
116 West 2nd Ave
Conshohocken, PA 19428

PREMISES INVOLVED: 116 West 2nd Ave
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: David P. and Lisa P. McLafferty
116 West 2nd Ave
Conshohocken, PA 19428

The petitioner is appealing a zoning enforcement notice and is seeking a variance from Sections §27-830 and §27-805.B of the Conshohocken Borough Zoning Ordinance to permit the construction of new deck and stairs attached to the second floor of an accessory two-story garage building which is not a dwelling and to permit the new deck to project completely into the side yard setback area from the second floor of the accessory two-story garage building; whereas, decks are required to be attached to a dwelling and may not extend above the level of the first floor of the building, and decks may not extend into the required side yard setback by more than 50% of the required 5 feet depth or width of the side yard within the BR-1 zoning district.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



**KLEHR HARRISON
HARVEY BRANZBURG LLP**

Leonard B. Altieri III
Direct Dial: (215) 569-4364
Email: laltieri@klehr.com

September 11, 2023

Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

**Re: David P. and Lisa P. McLafferty
116 West Second Avenue, Conshohocken, PA
Zoning Application**

Dear Sir/Madam:

Please be advised that this firm represents the above-named applicant, David P. and Lisa P. McLafferty ("Applicant"). On behalf of Applicant please find the following enclosed:

- Two (2) copies of the Zoning Hearing Board Application, along with two (2) copies of the Addendum.
- Two (2) copies of the Borough of Conshohocken Zoning Enforcement Notice dated August 10, 2023.
- Two (2) copies of the Zoning Hearing Board of Conshohocken Decision dated May 5, 2022.
- Two (2) copies of a photograph of the deck in question.
- Two (2) copies of the Deed dated April 4, 2009 between David P. McLafferty and David P. McLafferty and Lisa P. McLafferty.
- One (1) check in the amount of \$250.00 made payable to the Borough of Conshohocken for the Application fee.
- One (1) check in the amount of \$750.00 made payable to the Borough of Conshohocken for the required Escrow.

Please:

- Confirm receipt of the completed application and advise of the date that this application will be scheduled for a public hearing before the Borough of Conshohocken Zoning Hearing Board; and
- Provide me with advance notice of any meeting of any board, commission, agency, or committee which intends to discuss or consider this Application.



Should you have any questions, or need any additional information, please do not hesitate to contact the office. Thank you.

Very Truly Yours,

Klehr Harrison Harvey Branzburg

Leonard B. Altieri, III

Leonard B. Altieri, III

LBA:mb
Enclosures



Conshohocken Borough ZHB Appeal.pdf

DocVerify ID: 30D84C95-B0B7-4FA5-8E72-F811D0B3E716
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E-Signature Summary

E-Signature 1: Leonard B. Altieri, III (LBA)
 September 11, 2023 10:52:31 -5:00 [DB03BE68A110] [71.225.97.226]
 laltieri@klehr.com (Principal) (Personally Known)

E-Signature Notary: Celeste A. Stellabott (CS)
 September 11, 2023 10:52:31 -5:00 [6994A5ACC426] [71.162.198.4]
 cstellabott@klehr.com
 I, Celeste A. Stellabott, did witness the participants named above electronically sign this document.





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

Zoning Application

Application: _____

Date Submitted: _____

Date Received: _____

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 Appeal of Enforcement Notice

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

See Attached Addendum

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

116 West Second Ave, Conshohocken, PA 19428

4. Applicant's Name: David P. and Lisa P. McLafferty

Address: 116 West Second Avenue, Conshohocken, PA 19428

Phone Number (daytime): 610-952-4332

E-mail Address: dpmclafferty@yahoo.com

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

6. Property Owner: Same as Applicant

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: 40 x 160ft (6,400 SF) Zoning District: BR-1



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

Yes No If yes, please describe.

Applicant previously received a variance from Section 27-811.C of the Borough of Conshohocken Zoning Ordinance to permit the construction of an accessory structure with a height of 24ft measured to the midpoint of the slope of the roof and 28 ft when measured to the roof peak.

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

See attached Addendum.

10. Please describe the proposed use of the property.

See attached Addendum.

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

See attached Addendum.



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

See attached Addendum

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

a. The unique characteristics of the property: See attached Addendum.

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

c. How the proposal is consistent with the character of the surrounding neighborhood. _____
See attached Addendum.

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.
See attached Addendum.

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).

See attached Addendum.



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

See attached Addendum.

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.

See attached Addendum.

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

See attached Addendum.

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

See attached Addendum.

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

a. Attorney's Name: Matthew J. McHugh, Esq. & Leonard B. Altieri, III, Esq.

b. Address: 1835 Market Street, Suite 1400, Philadelphia, PA 19103

c. Phone Number: 215-569-1662

d. E-mail Address: MMcHugh@klehr.com / LAltieri@klehr.com

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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.

Leonard B. Altieri, III
Signed on 2023/09/11 10:52:31 -5:00

Applicant
(Applicant's Attorney)

Legal Owner

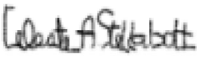
September 11, 2023

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

As subscribed and sworn to before me this 11th day of
September, 2023.


Signed on 2023/09/11 10:52:31 -5:00

Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Celeste A Stellabott, Notary Public
Philadelphia County
My Commission Expires Feb 24, 2025
Commission Number 1160045
Notary Stamp 2023/09/11 07:52:31 PST 6994ASACC428

This notarial act involved the use of communication technology.

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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: _____

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BOROUGH OF CONSHOHOCKEN ZONING HEARING BOARD

ADDENDUM TO ZONING HEARING BOARD APPLICATION

Applicants: David & Lisa McLafferty
116 West Second Avenue
Conshohocken, PA 19428

Owner: Same as Applicant

Subject Property: 116 West Second Avenue
Conshohocken, PA
Parcel ID No.: 05-00-07572-00-1

Attorney: Matthew J. McHugh, Esquire
Leonard B. Altieri, III, Esquire
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
MMcHugh@klehr.com / (215) 569-1662
LAltieri@klehr.com / (215) 569-4364

Relief Requested:

1. An appeal of the Zoning Enforcement Notice dated August 10, 2023 (the “Enforcement Notice”) issued by the Borough of Conshohocken Zoning Officer (the “Zoning Officer”) alleging that the accessory structure as constructed on the Subject Property is in violation of the Borough of Conshohocken Zoning Ordinance (the “Zoning Ordinance”);
2. In the alternative, a variance from Section 27-830 of the Zoning Ordinance to permit a deck to be constructed in the rear of a residential accessory structure;
3. In the alternative, a variance from Section 27-805.B of the Zoning Ordinance the deck constructed on the second floor of the residential accessory structure to encroach within the required side yard setback.

Summary of Application:

The Applicants are the owners of the Subject Property which is a single-family residence located in the BR-1 Zoning District. The Subject Property is improved with a dwelling, walkways, and backyard area with pool and a two-story detached garage.

In 2022, the Applicants proposed to demolish the existing detached garage and construct a new two-story detached garage on the Subject Property. In connection therewith, the Applicants sought and were granted a variance by the Borough of Conshohocken Zoning Hearing Board from Section 27-811.C of the Zoning Ordinance to allow for the proposed detached two-story garage to

have a maximum height of 24 feet to the midpoint of the sloped roof and 28 feet to the roof peak. Thereafter, Applicants constructed the detached two-story garage on the Subject Property. The constructed detached two-story garage included a second-floor deck on the rear of the structure facing towards the residential dwelling along with a set of stairs to access the backyard area.

Upon inspection of the constructed two-story detached garage, the Zoning Office issued the Enforcement Notice on the basis that (i) the deck is not permitted on an accessory structure such as the detached two-story garage; and (ii) that the second floor deck encroaches within the required side yard setback.

Applicants hereby timely appeals the Enforcement Notice in order to preserve any and all rights, remedies and defenses they may have in connection with the Enforcement Notice. In the alternative, the Applicant seeks the necessary variances to permit the deck and stairs to remain as constructed.

Legal Standard:

In considering an application for a variance, the Zoning Hearing Board is required to apply the provisions of Section 10910.2 of the Pennsylvania Municipalities Planning Code. Section 10910.2 provides that the Zoning Hearing Board has the authority to grant a variance if it finds that the Applicant has met its burden with respect to the following five elements:

- (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 particular property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the Zoning 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 Zoning Ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- (3) That such unnecessary hardship has not been created by the appellant.
- (4) That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.
- (5) That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

In determining whether the Applicant has established the existence of an unnecessary hardship, the Pennsylvania Supreme Court has stated that the Zoning Hearing Board may consider multiple factors including the economic detriment to the applicant if the variance was denied, the financial hardship created by any work necessary to bring the building into strict compliance with the zoning requirements and the characteristics of the surrounding neighborhood. Hertzberg v. Zoning Board of Adjustment of Pittsburgh, 721 A.2d 43, 50 (Pa. 1998).

Conclusion:

At the time of public hearing on this matter, the Applicant will present sufficient credible evidence and testimony to demonstrate that is entitled to the requested variances in accordance with the provision of the Pennsylvania Municipalities Planning Code and applicable caselaw.



Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

SENT VIA CERTIFIED MAIL AND U.S. MAIL

August 10, 2023

David P. and Lisa P. McLafferty
116 West 2nd Avenue
Conshohocken, PA 19428

Re: **116 W. 2ND AVENUE**
PARCEL ID NO.: 05-00-07572-00-1
ZONING ENFORCEMENT NOTICE

Please be advised, that the subject property located within the Borough of Conshohocken is in violation of the terms of the Borough Zoning Code and the granted variances obtained from the Zoning Hearing Board Decision dated May 5, 2022. Specifically, in accordance with the terms of the Zoning Hearing Board decision under zoning application no. Z-2022-02 and hearing dated March 21, 2022, you were granted a variance for relief from Section §27-811.C(1) of the Conshohocken Borough Code of Ordinances to permit the construction of an accessory structure with a height of 24 feet measured to the midpoint of the slope roof and 28 feet when measured to the roof peak. Approval of the variances are granted subject to compliance with all local, state, and federal laws and regulations, in addition to any representations made during the hearing.

Based on the accessory structure as built on the subject property, you are in violation of the terms, conditions, and testimonies in which the variances were granted by the Zoning Hearing Board Decision dated May 5, 2022 and violation of the Zoning Code Sections as follows:

- **Per Section §27-830 – Decks** - *Decks as herein defined shall be permitted to be constructed at or to the rear of a dwelling. Any deck proposed to be attached to the side of a dwelling or rear deck proposed to extend or “wrap around” the side of a dwelling, shall require the review and approval of the Zoning Hearing Board. Decks constructed at the front of a dwelling are expressly prohibited. Decks may be constructed only at ground level or first floor of a dwelling.*
- **Per Section §27-805.B – Projections into Required Yards** - *No building and no part of a building shall be erected within or shall project into any required yard in any district, except that: A terrace, platform, deck, or landing place, not covered by a roof, canopy or trellis, which does not extend above the level of the first floor of the building, may be erected to extend into a required side or rear yard a distance of not more than 12 feet provided that it shall not extend into such yard more than 50% of the required depth or width of the yard. Terraces, platforms, and decks are expressly prohibited in the front yard of a dwelling.*

The 8' wide x 36' long deck and stairs as constructed without Borough of Conshohocken permits, and which is attached to the second floor of the constructed accessory two-story garage building is not permitted since decks are only permitted to be attached to the rear of a dwelling. The accessory two-story garage building is not considered a dwelling by definition. In addition, the deck can only be constructed and project into a required yard at ground level or at the first floor of a dwelling. The deck as constructed is projecting into the side yard from the second floor of the accessory two-story garage building which is not a dwelling.

Since the May 5, 2022 Zoning Board decision did not grant the additional variances from Sections §27-830 and §27-805.B of the Conshohocken Borough Code of Ordinances, you are required to remove the 8' wide x 36' long deck and stairs attached to the accessory two-story garage building; or obtain a variance from Code Sections §27-830 and §27-805.B in order to permit the deck and stairs attached to the second floor of the accessory two-story garage building which is not a dwelling, as well as, to permit the deck and stairs to project into the side yard from the second floor of the accessory two-story garage building.

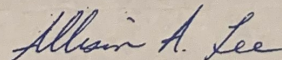
By **September 11, 2023**, you must come into compliance with the Borough ordinance by removing the deck and stairs that were constructed without Borough permits.

YOU HAVE THE RIGHT TO APPEAL TO THE ZONING HEARING BOARD WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE.

YOUR FAILURE TO COMPLY WITH THIS NOTICE WITHIN THE TIME SPECIFIED UNLESS EXTENDED BY APPEAL TO THE ZONING HEARING BOARD CONSTITUTES A VIOLATION OF THE ZONING ORDINANCE WHICH MAY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE BOROUGH. EACH DAY THAT THE VIOLATION CONTINUES MAY CONSTITUTE A SEPARATE VIOLATION.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,



Allison A. Lee, PE

Zoning Officer

PENNONI ASSOCIATES INC.

AAL/

cc: Ray Sokolowski
Stephanie Cecco
Chris Small

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF DAVID AND LISA MCLAFFERTY

REGARDING

116 W. 2nd AVENUE

APPLICATION NO. Z-2022-02

DECISION OF THE BOARD

I. HISTORY

On or about January 21, 2022, David and Lisa McLafferty (the “Applicants”), filed a Zoning Hearing Board application before the Conshohocken Zoning Hearing Board (the “ZHB”) seeking a variance from the terms of Section 27-811.C(1) of the Borough of Conshohocken Ordinance (the “Ordinance”) for the property located at 116 W. 2nd Avenue Conshohocken, PA 19428 (the “Subject Property”) to permit the construction of an accessory structure with a height of 24 feet measured to the midpoint of the sloped roof and 28 feet when measured to the roof peak (the “Application”).

After notice was duly given and advertised, a hearing was held on March 21, 2022. At the hearing, the following Exhibits were introduced and admitted:

Conshohocken Zoning Hearing Board Exhibits

- P-1 Zoning Application
- P-2 Deed
- P-3 Sketch Plan
- P-4 Six (6) Site Photographs
- P-5 Garage Drawing
- P-6 Photograph of Prior Garage

P-7 Zoning Determination dated 3/14/22

P-8 Zoning Notice

Applicant's Exhibits

A-1 Deed

A-2 Aerial Photographs

A-3 Photograph

A-4 Sketch plan

A-5 Photographs of Proposed Garage

A-6 Rendering of Proposed Garage

A-7 Photographs of Other Garages

A-8 Photograph depicting the proximity of Applicant's property to several of the tallest buildings in the Borough

A-9 Petition of Support for Relief

A-10 Letter from Mr. and Mrs. Collins

Applicants were represented by Andrew Freimuth, Esq. of Wisler Pearlstine, LLP.

I. FINDINGS OF FACT

1. The Subject Property is located at 116 W. 2nd Ave. Conshohocken, PA 19428.
2. The Applicants are the legal owners of the Subject Property.
3. The Subject Property is located in the BR-1-Borough Residential 1 Zoning District.
4. The lot dimensions are 40 feet by 160 feet.
5. The Subject Property is improved with a single family dwelling, deck, walkways, and an outdoor area extending back to the alley in the rear of the property.

6. An existing two (2) car garage adjacent to the rear alley was recently demolished because it was in poor condition.
7. The height of the old garage was 22 feet to the peak of the roof and had a building footprint of 36 feet long by 20 feet long.
8. The proposed garage will have the same footprint as the prior garage, and will provide for two cars and a reasonably sized second floor for storage.
9. The proposed garage will have a height of 24 feet measured to the midpoint of the roof.
10. The additional six (6) feet in height would help with providing functional and easily accessible storage space for the Applicants.
11. The storage space in the old garage was difficult to get in and out of and did not provide enough space to allow the Applicants to store equipment, bikes, skis, kayaks, canoes and other items.
12. The footprint of the proposed garage will be shifted to the property line.
13. Mr. and Mrs. Collins, owners of the adjoining property, have granted permission for the proposed garage to be shifted to the property line.
14. Applicant David McLafferty was present and offered the following testimony at the hearing:
 - a. Some of the adjoining properties have garages that are taller than the garage that is being proposed.
 - b. The grade on the upper end of the driveway is seven (7) feet higher than the lower end of the driveway.

15. Joseph Collins, 200 Forrest Street, offered the following testimony in support of the Applicant at the hearing:

- a. The proposal is an improvement in comparison to what was there previously.

II. DISCUSSION

Section 27-811.C(1) of the Ordinance states:

Any freestanding building used for an accessory use shall not exceed 350 square feet in area or 15 feet in height if the structure has a peak roof or 10 feet in height if it has a flat roof.

In a request for a variance, the Board is guided by 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 910.2 of the MPC permits 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.

III. CONCLUSIONS OF LAW

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested variance. 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 Applicant; and
5. That the variance represents the minimum that will afford relief and represent the least modification possible.

ORDER

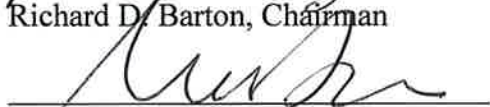
AND NOW, this 5th day of May 2022, the Application of David and Lisa McLafferty, seeking a variance from the Conshohocken Borough Zoning Ordinance of 2001, is **GRANTED** to permit the construction of an accessory structure with a height of 24 feet measured to the midpoint of the sloped roof and 28 feet when measured to the roof peak

The Applicant is directed to apply to the Borough Zoning Officer to obtain any appropriate permits.

CONSHOHOCKEN ZONING HEARING BOARD

Date Personally Delivered:


Richard D. Barton, Chairman


Mark S. Danek, Vice Chairman

Or Date Emailed:

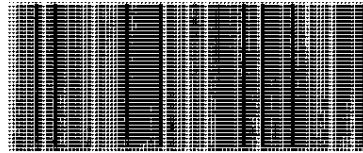

Marlowe Doman

May 5, 2022


Alan Chmielewski



DEED BK 5760 PG 01138 to 01142
 INSTRUMENT # : 2010018330
 RECORDED DATE: 03/05/2010 01:31:44 PM



1294299-0005Y

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Nancy J. Becker


One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 1195395 - 1 Doc(s)
Document Date: 04/04/2009	Document Page Count: 4
Reference Info:	Operator Id: egreene
RETURN TO: (Mail) RICHARD W KEIFER	SUBMITTED BY: RICHARD W KEIFER
923 fayette st conshohocken, PA 19428	923 fayette st conshohocken, PA 19428
* PROPERTY DATA:	
Parcel ID #: 05-00-07572-00-1	
Address: 116 W SECOND AVE	
	PA
	19428
Municipality: Conshohocken Borough (100%)	
School District: Colonial	

* ASSOCIATED DOCUMENT(S):	
CONSIDERATION/SECURED AMT: \$1.00	DEED BK 5760 PG 01138 to 01142
TAXABLE AMOUNT: \$0.00	Recorded Date: 03/05/2010 01:31:44 PM
FEES / TAXES:	
Recording Fee:Deed \$65.00	
Total: \$65.00	
	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
	
	<i>Nancy J. Becker</i> Nancy J. Becker Recorder of Deeds

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:

Richard W. Keifer, Esquire
923 Fayette St.
Conshohocken, PA
19428

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-07572-00-1 CONSHOHOCKEN
116 W SECOND AVE
MCLAFFERTY DAVID
B 004 U 006 L 1101 DATE: 03/05/2010

\$10.00
JG

Return to:
David P. McLafferty, Esq.
923 Fayette St.
Conshohocken, PA 19428

Parcel No: 05-00-07572-00-I

RECORDED DEEDS
MONTGOMERY COUNTY

2010 MAR -5 PM 1:33



File No. SA-03-0052

RECORDER OF DEEDS
MONTGOMERY COUNTY
2010 MAR -5 PM 1:33

This Indenture, made the 4th day of April, 2009

Between

DAVID P. MCLAFFERTY

(Hereinafter called the grantor), of the one part, and

DAVID P. MCLAFFERTY AND LISA P. MCLAFFERTY, as husband and wife,

(Hereinafter called the grantees), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees

ALL THOSE CERTAIN lots, parcels or tracts of land situate in the Borough of Conshohocken, County of Montgomery, Pennsylvania, being Lot #70 and lot #31 on a plan of Lots laid out by Horace C. Jones bounded and described according to a survey thereby made by John H. Dager, Civil Engineers is April 1890 as follows:

BEGINNING at a stake on the northeasterly side of Second Avenue (previously erroneously identified as revenue) at the distance of 132.2 feet northwesterly from the North corner of said Second Avenue said Forrest Street being a corner of this and Lot 72 on said plan; thence by and along said Lot 72 northeasterly at right angles said Second Avenue 160 feet to an alley 15 feet wide; thence by and along the southwesterly side of said alley northeasterly 40 feet to a stake, a corner of this and Lot 69 on said plan; thence by and along said Lot 69 and parallel with the first line 160 feet to Second Avenue aforesaid and along the same southeasterly 40 feet to the place of beginning.

Parcel no. 05-00-07572-00-1

BEING the same premises which Robert J. Hufford, single man, and Marisa D. Boccella and Luigi Boccella, wife and husband, by Indenture dated 6/12/02 and recorded 7/12/02 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5416 page 164 granted and conveyed unto Marisa D. Boccella and Luigi Boccella, husband and wife.

BEING the same premises which Marisa D. Boccella and Luigi Boccella, wife and husband, by indenture dated 5/14/2003 and recorded 5/23/2003 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5473 page 0306 and conveyed unto David P. McLafferty.



Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

And the said Grantor, for himself and his heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantor, and his heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantor, and his heirs, and against all and every other person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, or any of them, shall and will

This transfer is between husband and husband and wife and therefore is tax exempt.

Warrant and Forever Defend.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

David P. McLafferty (SEAL)
David P. McLafferty



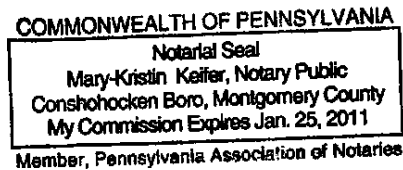
Commonwealth of Pennsylvania
County of Montgomery

On this, the 4th day of April, 2009, before me, a
Notary Public for the Commonwealth of Pennsylvania, residing in the county of
CONSHOHOCKEN, the undersigned Officer, personally appeared David P.
McLafferty, known to me (or satisfactorily proven) to be the person whose name
is subscribed to the within instrument, and acknowledged that they executed the
same for the purposes therein contained.

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

Mary-Kristin Keifer
Notary Public

The address of the above-named Grantee is:



On behalf of the Grantee

File No. SA-03-0052

Record and return to:
David P. McLafferty, Esquire
923 Fayette Street
Conshohocken, PA 19428



REAR ALLEY

14'6"

EXISTING GARAGE

EXISTING DECK

8 FT

BACK YARD AREA

CONCRETE WALK

CONCRETE WALK

STONE 4'x4'
DECK 14'x14'
STONE BELOW

CONCRETE PATIO

STONE AREA 4'x24'

STONE AREA 5'x24'

CONCRETE WALK

EXISTING DWELLING

26'

CONCRETE WALK/PATIO

PORCH 22'

LANDSCAPE AREA 3'x9'
LANDSCAPE AREA 3'x9'
CONCRETE WALK
LANDSCAPE AREA 3'x9'
LANDSCAPE AREA 3'x9'
CONCRETE WALK

CONCRETE PATIO

GRASS AREA 12'x15'

CONCRETE WALK

GRASS AREA 14'x15'

DEWEYAN

CONCRETE SIDEWALK (COMMON)

CURB LINE

3'x12W

2ND AVE.

46



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE NOVEMBER 20, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-21

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on November 20th, 2023, at 6:15 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Craft Custom Homes, LLC

PREMISES INVOLVED: 105 East 10th Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: Craft Custom Homes, LLC
1549 Dowlin Forge Road
Downingtown, PA 19335

The petitioner is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and a Variance from Section §27-703.D of the Conshohocken Borough Zoning Ordinance for proposed interior building alterations and exterior building additions of an existing nonconforming single-family detached dwelling. The proposed building alterations and additions will increase the existing total building gross floor area from 1,153 SF to 3,468 SF (or 201% physical expansion) whereas only a one-time 25% physical expansion of a nonconforming building is permitted.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: November 14, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 105 East Tenth Avenue - Zoning Determination

History of the Site:

105 East Tenth Avenue is comprised of an existing non-conforming single-family detached residential dwelling that was constructed in 1950. The existing dwelling is a one and a half (1½)-story approximately 1,153 GSF bungalow masonry building with existing off-street parking and street level garage/basement located on the ground floor and in the front yard of the property. Access into the dwelling is along the western façade of the building. There is also an existing concrete porch located to the rear of the dwelling.

The 2,712 SF property is located within the BR-1 - Borough Residential District 1 zoning district. The site is fronted by East Tenth Avenue to the north and residential properties also located within the BR-1 zoning district in all other directions.

Current Request:

Pursuant to a Building Permit Application (#23-00708), the Applicant is proposing to demolish the existing rear concrete porch and side concrete steps to convert the existing one and a half (1½)-story approximately 1,153 gross floor (GSF) building to a new three and a half (3½)-story approximately 3,468 GSF residential dwelling; as well as, interior and exterior building renovations and construction of a new 180 SF (or 15' wide by 13' long) wood deck to the rear of the new building addition. Other site improvements proposed include reconstruction of the existing asphalt driveway and off-street parking area located to the front of the existing dwelling; new retaining walls flanking on both sides of the front wall of the existing dwelling; and new concrete walk to the side and rear of the new building addition.

The Applicant is seeking a Zoning Ordinance interpretation as well as a Special Exception pursuant to Section §27-703.E.(6)(a) and a Variance from Section §27-703.D of the Conshohocken Borough Zoning Ordinance for the proposed interior building alterations and exterior building additions of an existing nonconforming single-family detached dwelling. The proposed building alterations and additions will increase the existing total building gross floor area from 1,153 SF to 3,468 SF (or 201% physical expansion) whereas only a one-time 25% physical expansion of a nonconforming building is permitted.

Zoning Determination:

The above referenced property is located within the BR-1 – Borough Residential District 1 zoning district, and is subject to provisions of Part 7 of the Conshohocken Borough Zoning Ordinance for nonconforming structures, uses, and lots. The existing and proposed residential single-family detached dwelling use of the building is a permitted by right use in compliance with Section §27-1002.1 of the BR-1 zoning district.

Per Section §27-702.B of the Borough Zoning Ordinance, a nonconforming building or structure is any existing lawful building or structure that does not conform to the height, location, size, bulk, or other dimensional requirements of the district in which it is located. The existing building is classified as an existing nonconforming building because the building does not conform to the following dimensional requirements of the BR-1 zoning district:

- Front yard setback is approximately 12.7 feet from the existing right-of-way line of West Tenth Avenue which does not conform to the required 25 feet front yard setback of the BR-1 zoning district, nor the established 17-foot building line of the majority of the buildings on the same side of the block per Section §27-1005.C.
- Side yard setback is 2.68 feet from the western side lot line (adjacent to 101 E. 5th Avenue), which does not conform to the required 5 feet side yard setback of the BR-1 zoning district per Section §27-1005.E.

Per Section §27-702.C of the Borough Zoning Ordinance, a nonconforming lot is any existing lawful lot which does not conform to the minimum area and/or width requirements for lots in the district in which it is located, the development of which, however, is in conformance with all other applicable regulations of this Chapter. The existing parcel is classified as an existing nonconforming lot because the lot does not conform to the following dimensional requirements of the BR-1 zoning district:

- The existing 2,712 SF parcel size for the existing single-family detached dwelling does not conform to the required 4,000 SF parcel of the BR-1 zoning district per Section §27-1005.A.
- The existing 30 feet lot width for the existing single-family detached dwelling does not conform to the required 40 feet lot width for single-family detached dwellings of the BR-1 zoning district per Section §27-1005.B.

Per Section §27-703.D of the Borough Zoning Ordinance, 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. The gross floor area of the existing one and a half (1½)-story nonconforming building is approximately 1,153 SF. The gross floor area of the proposed three and a half (3½)-story dwelling will be approximately 3,468 SF. The total physical expansion of the nonconforming building will increase by approximately 201%, which is more than the 25% physical expansion permitted per this code section. A variance from this code section will be required from the Conshohocken Borough Zoning Hearing Board for approval to permit a 201% gross floor area building expansion of the nonconforming building, whereas only 25% of the gross floor area building expansion is permitted.

Per Section §27-703.E. of the Borough Zoning Ordinance provides additional code provisions for extension or expansion of a nonconforming use, building, or structure, not including signs, 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. The proposed building extension and expansion will be located within the lot held in single ownership by the Applicant, Custom Craft Homes, LLC.

- (2) Nonconforming use of a building may be extended throughout the building only in compliance with Section §27-703.D. The existing and proposed use of the building is residential which is a conforming use within the BR-1 zoning district; and therefore, this code provision does not apply.
- (3) A building, which houses a nonconforming use, may be expanded only in compliance with Section §27-703.D of this Chapter. The existing and proposed building is a residential use which is a conforming use within the BR-1 zoning district; and therefore, this code provision does not apply.
- (4) A nonconforming use may not be extended to a new building. The existing and proposed use is a residential use which is a conforming use within the BR-1 zoning district; and therefore, this code provision does not apply.
- (5) A nonconforming building may be expanded only in compliance with Section §27-703.E.(6) of this Chapter.
- (6) In addition to Section §27-703.A, B, C, D and E above, nonconforming uses must comply with the following:
 - (a) Extension and/or expansion as permitted in Section §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. Section §27-703.E.(5) requires that a nonconforming building may be expanded in compliance with Section §27-703.E.(6). Section §27-703.E.(6)(a) requires that an extension and/or expansion as permitted in Section §27-703E.(1) through (5) shall be permitted only by a Special Exception which requires approval from the Conshohocken Borough Zoning Hearing Board for the proposed extension and expansion of the nonconforming building.
 - (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. This code provision expands on nonconforming uses. The existing and proposed use of the building is residential which is a conforming use within the BR-1 zoning district; and therefore, this code provision does not apply.
 - (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. The proposed building extension and expansion with a 180 SF (or 15 feet wide x 12 feet long) wooden deck attached to the rear of the new building addition will be encroaching into half of the required rear yard area. However, this projection into the required rear yard area is permitted in accordance with Part 8 – General Regulations for projections into the required yards, Section §27-805.B.

In summary, pursuant to Sections 27-703.E.(5) & (6)(a) of the Borough Zoning Ordinance, a nonconforming building may be expanded only in compliance with § 27-703(E)(6) of this Chapter and 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 [Zoning Hearing Board] 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. Therefore, the Applicant is required to seek a Special Exception pursuant to Section §27-703.E.(6)(a) for approval by the

Conshohocken Borough Zoning Hearing Board to permit the extension and expansion of the nonconforming building. In addition, the Applicant will be required to seek a variance from Section §27-703.D of the Borough Zoning Ordinance, to permit a 201% gross floor area building expansion of the nonconforming building, whereas only 25% of the gross floor area building expansion is permitted.

The current impervious coverage on the site is approximately 964 SF (or 36%). With the proposed building extension and expansion and site improvements, the total impervious coverage on the site will increase to approximately 1,366 SF (or approximately 50%), which is in compliance with the required 60% maximum impervious coverage of the BR-1 zoning district.

DEBRA A. SHULSKI
Ext. 210
Debbie@rrhc.com

BOROUGH of CONSHOHOCKEN
OCT 20 '23 PM 12:13
RECEIVED



RILEY RIPER HOLLIN & COLAGRECO
ATTORNEYS AT LAW

October 20, 2023

Via Hand Delivery & email

Allison Lee, Zoning Officer
Borough of Conshohocken
400 Fayette Street
Conshohocken, PA 19428
Zoning@conshohockenpa.gov

**Re: Zoning Application; Craft Custom Homes, LLC
105 East 10th Avenue, Conshohocken, PA 19428**

Dear Allison:

This firm represents Craft Custom Homes, LLC (the "Applicant") with respect to the property located at 105 East 10th Avenue, Conshohocken, Pennsylvania, more specifically identified as Tax Parcel ID No. 05-00-10268-00-5 (the "Property"). The Property is a nonconforming lot with respect to required lot area and lot width, and is improved with a single-family dwelling, which is partially nonconforming with respect to required front and side yard setbacks. The Applicant is proposing to construct a third floor and three-story rear addition to the existing building, which would neither extend the existing nonconforming conditions of the Property nor create new nonconforming conditions. The rear addition would have a footprint of approximately 378 square feet.

To permit this proposed addition to the existing building, Applicant submits the enclosed Zoning Application to the Borough of Conshohocken Zoning Hearing Board (the "Application"), requesting an interpretation that the proposed addition is permitted by right under the Conshohocken Zoning Ordinance. In the alternative, the Applicant requests either special exception approval from Section 27-703.E(6)(a) or variance relief from Section 27-703.D to permit the proposed construction. In connection with the Application, enclosed are two (2) copies of the following materials, unless otherwise specified:

1. Completed Zoning Application to the Zoning Hearing Board of Conshohocken Borough, with addendum;

rrhc.com

PO Box 1265 717 Constitution Drive, Suite 201 Exton, PA 19341 P. 610-458-4400 F. 610-458-4441

2. Zoning Exhibit Plan for 105 East 10th Avenue, prepared by Vastardis Consulting Engineers, LLC, dated October 16, 2023;
3. Property Deed dated August 16, 2023, between Lisa M. Olszewski and John Olszewski, as Grantors, and Craft Custom Homes, LLC, as Grantee;
4. A photo of 105 East 10th Avenue captured via Google Earth Street View;
5. One (1) check made payable to the "Borough of Conshohocken" in the amount of \$250, representing the required Application fee; and
6. One (1) check made payable to the "Borough of Conshohocken" in the amount of \$750, representing the required Escrow review fee.

An electronic version of the above materials, excluding the application and escrow fee checks, is included with the email submission of the Application.

It is my understanding that the Application will be scheduled for a public hearing at the November 20, 2023, meeting of the Zoning Hearing Board and that the Board will provide public notice of the hearing in accordance with Section 27-607 of the Conshohocken Zoning Ordinance. Please advise me if that understanding is incorrect.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions or concerns or if you require any additional information.

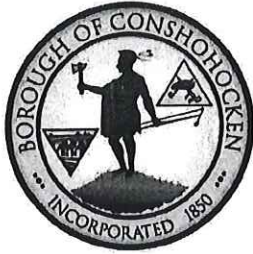
Very Truly Yours,

/s/ Debbie Shulski

DEBRA A. SHULSKI

DAS/rmf
Enclosures

cc: Stephanie Cecco, Borough Manager *(via email w/enclosures)*
Shauna Wylesol, Operations Administrative Assistant *(via email w/enclosures)*
Michael P. Clarke, Esq., Zoning Hearing Board Solicitor *(via email w/enclosures)*
Ryan Alexaki *(via email w/enclosures)*
Nicholas Vastardis *(via email w/enclosures)*
Ryan M. Furlong, Esq. *(via email w/enclosures)*



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

Phone (610) 828-1092 Fax (610) 828-0920

Zoning Application

Application:	<u>Z-2023-21</u>
Date Submitted:	<u>10/20/2023</u>
Date Received:	<u>10/20/2023</u>

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:
See enclosed addendum.

3. Address of the property, which is the subject of the application:
105 East 10th Avenue, Conshohocken, PA 19428

4. Applicant's Name: Craft Custom Homes, LLC
 Address: 1549 Dowlin Forge Road, Downingtown, PA 19335
 Phone Number (daytime): 610-945-7860
 E-mail Address: Ryan@builtbycraft.com

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

6. Property Owner: Same as Applicant.
 Address: _____
 Phone Number: _____
 E-mail Address: _____

7. Lot Dimensions: 33.9'x80' Zoning District: BR-1

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.

See enclosed addendum.

10. Please describe the proposed use of the property.

See enclosed addendum.

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

See enclosed addendum.

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

See enclosed addendum.

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

a. The unique characteristics of the property: See enclosed addendum.

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

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

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.
See enclosed addendum.

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).

Not applicable.

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

Not applicable.

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.

See enclosed addendum.

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

See enclosed addendum.

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

See enclosed addendum.

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.

See enclosed addendum.

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

a. Attorney's Name: Debra A. Shulski, Esquire

b. Address: Riley Riper Hollin & Colagreco, 717 Constitution Drive, Suite 201, Exton, PA 19341

c. Phone Number: 610-458-4400

d. E-mail Address: debbie@rrhc.com

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

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.

Debra A Shulski
Applicant Attorney for Applicant/Owner

Legal Owner _____

Date 10/20/2023

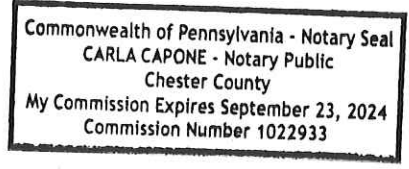
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 20th day of OCTOBER, 2023.

Carla Capone
Notary Public

(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: _____

ADDENDUM TO THE BOROUGH OF CONSHOHOCKEN ZONING APPLICATION
Craft Custom Homes, LLC
105 E. 10th Avenue, Conshohocken, Pennsylvania 19428

Applicant, Craft Custom Homes, LLC, is the owner of property located at 105 E. 10th Avenue, Conshohocken, Pennsylvania 19428, more particularly identified as tax parcel number 05-00-10268-00-5 (the "Property"). The Property is improved with a two-story detached single-family dwelling that has a footprint of 562 square feet and is approximately 1,124 square feet in total area.

A portion of the existing building is located within the required front yard setback and a side yard setback of the Property, which is in the BR-1 Zoning District. Specifically, the Property is located 2.28 feet from its western side yard lot line, where five (5) feet is the minimum setback required by Section 27-1005.E. It is also located 12.7 feet from the 10th Avenue ultimate right-of-way line, where Section 27-1005.C requires that a building be setback from the ultimate right-of-way line a distance equal to either the "established building line" of most buildings on the block, or twenty-five (25) feet if no "established building line" exists. In this case, an established building line of approximately seventeen (17) feet exists on the block; therefore, approximately five (5) feet of the building's frontage is nonconforming. In total, approximately 170 square feet of the building's footprint is nonconforming. The Property itself is also legally nonconforming with respect to its lot area and lot width, since a lot area of 4,000 square feet and a lot width of 40 feet is required in the Zoning District and the Property has a lot area of 2,712 square feet and lot width of 33.9 feet.

The Applicant is proposing to add a third floor and a three-story rear addition to modernize the existing dwelling to current standards of living. The rear addition is proposed to have a footprint of 378 square feet and would comply with all area and bulk requirements of the zoning ordinance, including the required setback distances of the Zoning District. The proposed third floor addition would neither extend the existing nonconforming condition, nor create a new nonconforming condition at the Property, as the proposed addition would simply extend the existing dwelling vertically to a height that is consistent with neighboring homes on the block and is compliant with the maximum height restrictions of the Zoning District.

Through this Application, the Applicant requests the following interpretation and/or relief:

1. An interpretation that the proposed rear and third floor additions, which do not change or increase the existing nonconforming condition of the Property, are permitted by-right pursuant to applicable Pennsylvania case law, which provides that an addition to a nonconforming building is permitted if the addition does not extend or create a new nonconforming condition on the property. *See In re Yocum*, 393 Pa. 148, 155 (1958) (finding that allowance of a second-floor addition to an existing building that did not conform with required setbacks was "neither the grant of a 'variance' nor an 'exception' nor an extension of the use of these premises. It is rather the grant of a logical, reasonable and natural structural change in the building which neither increases any nonconformity of

its use nor violate any provision of the zoning ordinance and in no wise affects the general welfare of the neighborhood or the adjoining property owners.”)

2. In the alternative, an interpretation that Section 27-703 of the Conshohocken Zoning Ordinance restricts the expansion of nonconforming uses, nonconforming uses of buildings, and the nonconforming aspects of a legally nonconforming building by 25% of the area of the existing nonconforming use or condition; therefore, the proposed additions, which do not expand or create a new nonconforming condition, are permitted by-right.
3. In the alternative, special exception relief pursuant to Section 27-703.E(6)(a), or variance relief from Section 27-703.D, to allow the existing dwelling to be expanded by more than 25% of its existing area.
4. Any other interpretation, variance, or other relief deemed necessary by the Board to permit the Applicant’s proposal for the Property.

Interpretation that Addition is Permitted By Right

Pennsylvania law and the Conshohocken Zoning Ordinance distinguish between the expansion of nonconforming uses or nonconforming uses of a building and the expansion of nonconforming buildings.

Section 27-703 of the Conshohocken Zoning Ordinance regulates the expansion of nonconforming structures, uses, and lots. Pursuant to Section 27-703.E(2)-(3), nonconforming uses and nonconforming uses of a building may be expanded only in compliance with Section 27-703.D. Conversely, Section 27-703.E(5), which regulates the expansion of nonconforming buildings, does not reference Section 27-703.D, but instead states that such buildings may be expanded in compliance with Section 27-703.E(6), only. Yet, perhaps contradictory, the text of Section 27-703.D purports to apply to expansion of nonconforming buildings, as well as nonconforming uses, literally providing that “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.”

Another potential contradiction in this Section of the Ordinance is that although the expansion of nonconforming buildings is regulated by Section 27-703.E(6), some portions of that subsection explicitly apply only to the expansion of nonconforming uses. For example, Section 27-703.E(6) begins, “In addition to [the above subsection], nonconforming *uses* must comply with the following[.]” (emphasis added). Similarly, Section 27-703.E(6)(b) specifically applies “when a nonconforming *use* is expanded” and does not reference expansion of nonconforming buildings. (emphasis added).

This Board may resolve these potential contradictions through an interpretation of Section 27-703, which permits an addition to be built to a nonconforming building, provided that the addition does not expand the nonconforming features of the building by more than 25% of the building’s nonconforming area. This reading would allow for consistent application of the rules

for expanding nonconforming buildings and nonconforming uses, as this interpretation would allow the nonconforming conditions of the building to be expanded by 25%, similar to how the area of nonconforming uses may be expanded by 25% under the Ordinance. If interpreted differently, an inequitable result would occur where, as here, a building that is minimally dimensionally noncompliant could expand by only 25%, even if the proposed expansion complies with all provisions of the Ordinance.

Therefore, Section 27-703 should be interpreted to allow by special exception a 25% expansion of nonconforming uses/uses of buildings and the *nonconforming area* of a nonconforming building. Here, consistent with *In re Yocum*, the Applicant is neither proposing to expand the existing nonconforming conditions nor create a new nonconforming condition. Therefore, the proposed additions, which comply with the area and bulk restrictions of the Zoning Ordinance, should be permitted by right.

In the Alternative, Applicant Requests Special Exception Approval or Variance Relief

In the alternative, if the Board determines that *any* addition to a dimensionally nonconforming building requires special exception approval pursuant to Section 27-703.E(6)(a), then the Applicant requests special exception approval; or, in the alternative, variance relief from Section 27-703.D, to allow the building to be expanded by more than 25% of its current area.

The Applicant's proposal meets the standards for a variance. There is a unique hardship complying with Section 27-703.D of the Conshohocken Ordinance due to the uniquely small size of the existing building. The existing building is approximately 1,124 square feet; therefore, the 25% expansion limitation uniquely affects the redevelopment of this Property. Applicant did not cause this hardship, as the hardship was created when the front and side yard setbacks of the BR-1 Zoning District were amended in a way that rendered the existing building dimensionally nonconforming. Authorizing the requested variance would neither alter the essential character of the neighborhood, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare. Conversely, the Applicant's proposal would cause the existing dwelling, which does not fit with the character of the existing neighborhood, to be redeveloped into a home that matches the character and aesthetic of the community. Finally, the proposed size of the home, as well as the requested variance, is the minimum necessary to afford relief, as a smaller home would not fit the character of the neighborhood or be suitable for modern living standards.

Moreover, the Applicant's request should be considered a *de minimis* variance because the existing dwelling is barely nonconforming with respect to its front and side yard setback. Had the existing dwelling, with its exact footprint, been located approximately two and a half (2.5) feet further east, and approximately five (5) feet further south, then the structure and the Applicant's proposed addition would be compliant with all required setbacks of the BR-1 Zoning District and no zoning relief would be necessary.

Based on the foregoing, Applicant requests an interpretation of the Conshohocken Borough Zoning Ordinance that the proposed addition is permitted by-right. In the alternative, Applicant requests special exception approval pursuant to Section 27-703.E(6)(a) or variance relief from

Section 27-703.D, to allow the existing dwelling to be expanded by more than 25% of its existing area.

The Applicant will present additional evidence and legal argument related to the above request for relief at the time of the hearing.

Untitled Map

Write a description for your map.

Legend

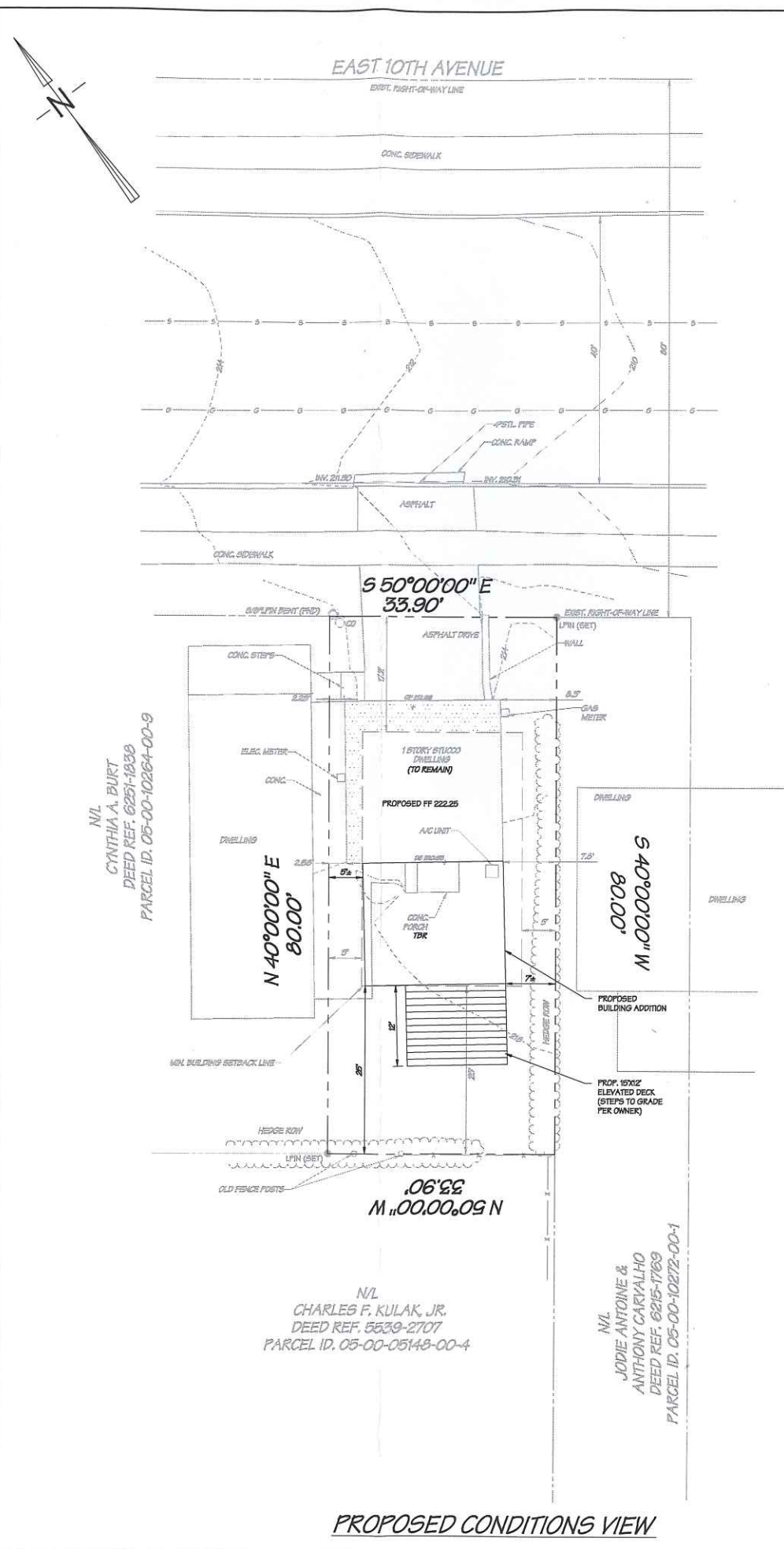
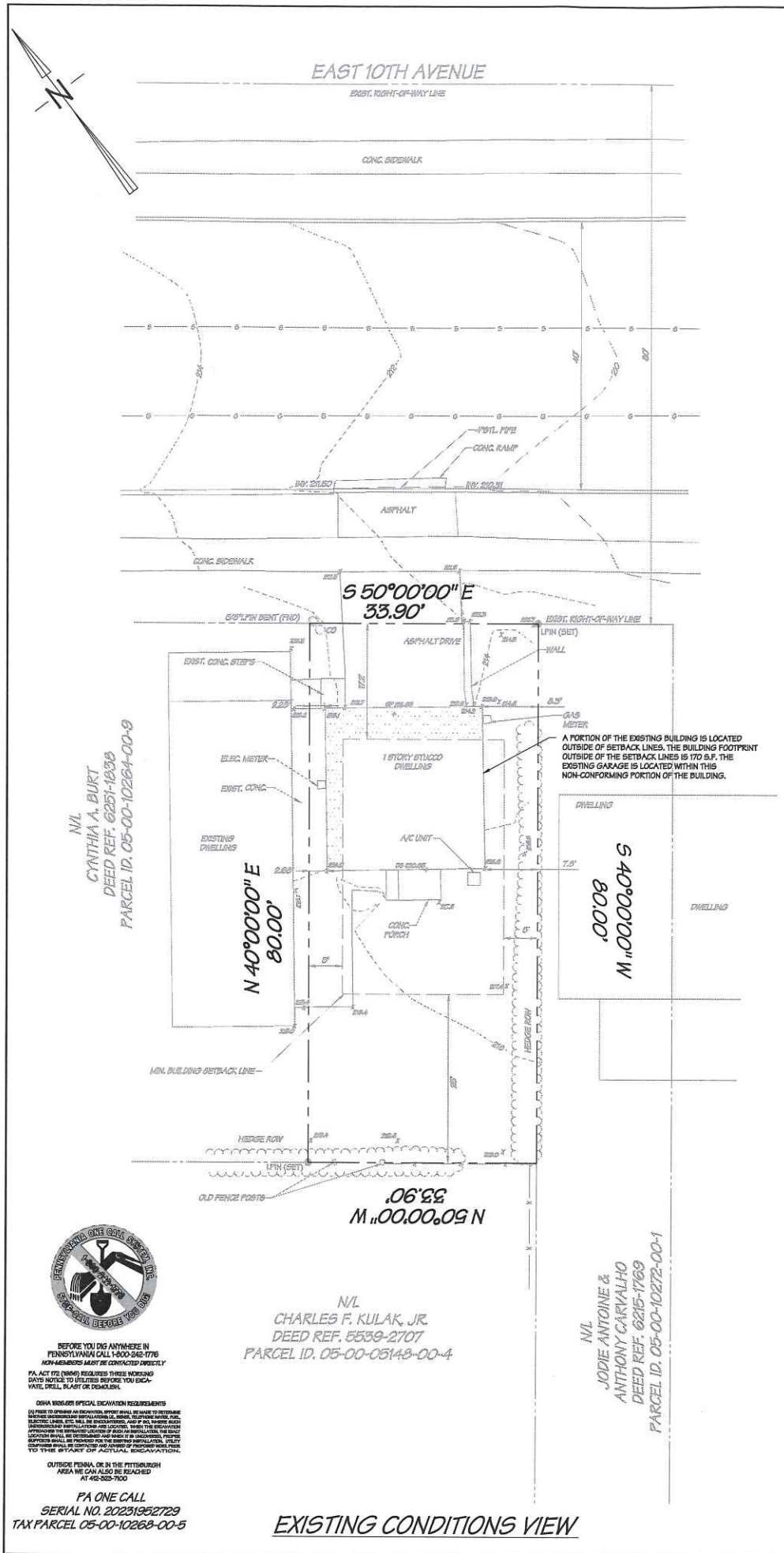
 105 E 10th Ave




Google Earth

© 2023 Google

7.85 ft





LOCATION MAP
NOT TO SCALE

GENERAL NOTES

- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON JUNE 8, 2023.
- HORIZONTAL DATUM IS REFERENCED TO PENNSYLVANIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD83. VERTICAL DATUM IS REFERENCED TO NAVD83 HORIZONTAL AND VERTICAL DATUM ESTABLISHED BY GPS OBSERVATION.
- BOUNDARY LINE RELATIONSHIPS ARE REFERENCED TO THIS DEED.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC WAS CONTRACTED TO PERFORM EXCEPT ANY RECORDED OR UNRECORDED ENCUMBRANCES WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC.
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. VASTARDIS CONSULTING ENGINEERS, LLC (VCEL) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. VCEL DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, VCEL SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED OR IDENTIFIED. VCEL HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
- THIS PROPERTY IS LOCATED OUTSIDE OF THE FEMA DESIGNATED ZONE AND IS THEREFORE NOT LOCATED WITHIN THE BOROUGH FLOOD PLAN CONSERVATION DISTRICT.

ZONING REQUIREMENT
R-1 BOROUGH RESIDENTIAL 1

	REQUIRED	EXISTING	PROPOSED FOR ADDITION
MIN. LOT AREA	4,000 S.F.	2,762 S.F.***	2,762 S.F.
MIN. LOT WIDTH	40 FT.	35.9 FT.***	35.9 FT.
MIN. FRONT YARD SETBACK	17.2 FT.**	12.7 FT.***	12.7 FT.
MIN. SIDE YARD SETBACK	5 FT.	2.29 FT.***	5.0 FT.
MIN. REAR YARD SETBACK	25 FT.	45.8 FT.	25 FT.
MAX. BUILDING AREA	30%	20.7%	34.7%
MAX. IMPERVIOUS SURFACES	60%**	31.0%	40.5%
MAX. BUILDING HEIGHT	35 FT.	<35 FT.	<35 FT.
MIN. BUILDING WIDTH	20 FT.	23.3 FT.	21.0 FT.

* EXCEPT WHERE THERE IS AN ESTABLISHED BUILDING LINE, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.

** THE MAXIMUM IMPERVIOUS COVERAGE SHALL NOT EXCEED 60% OF THE LOT AREA PER SECTION 27-100.6 OF THE ZONING ORDINANCE. A MAXIMUM OF TWO PERMANENT REAR OFF-STREET PARKING SPACES PER SINGLE-FAMILY DWELLING MEASURING NINE FEET BY 15 FEET MAY BE EXCLUDED FROM THE IMPERVIOUS COVERAGE CALCULATION. SUCH SPACES WILL BE SUBJECT TO REVIEW BY THE BOROUGH ENGINEER TO DETERMINE THAT THERE ARE NO ADVERSE EFFECTS RELATED TO DRAINAGE AND STORMWATER MANAGEMENT. THE COST OF THE ENGINEERING REVIEW WILL BE BORNE BY THE HOMEOWNER. IMPERVIOUS COVERAGE FOR PRIVATE GARAGES SHALL BE SUBJECT TO THE PROVISIONS OF § 27-91C.

*** EXISTING NON-CONFORMITY

THERE SHALL BE NO PARKING LOTS OR REQUIRED OFF-STREET PARKING SPACES PERMITTED BETWEEN THE FRONT WALL OF A PRINCIPAL STRUCTURE AND THE CURB OF THE STREET TOWARD WHICH THAT WALL IS ORIENTED IN THE R-1 DISTRICT.

REFER TO CONSHOHOCKEN BOROUGH ZONING ORDINANCE FOR ANY ADDITIONAL REGULATIONS THAT MAY APPLY.

PROPERTY OWNER
CRAFT CUSTOM HOMES, LLC
6 POPLAR STREET
CONSHOHOCKEN, PA 19428

PROPERTY ADDRESS & INFORMATION
105 EAST 10TH AVENUE
CONSHOHOCKEN, PA 19428
DEED REF. 6082-2422
PARCEL ID. 05-00-10268-00-5

IMPERVIOUS COVERAGE ** (SEE NOTE ABOVE)**

	EXISTING	TO BE REMOVED	PROPOSED	NET NEW PROPOSED
DWELLING	562 S.F.	0 S.F.	379 S.F.	840 S.F.
DRIVE	0 S.F. +	0 S.F. +	0 S.F. +	0 S.F. +
CONCRETE	276 S.F.	227 S.F.	108 S.F.	159 S.F.
DECK/STEPS	0 S.F.	0 S.F.	198 S.F. +	198 S.F. +
TOTAL	840 S.F.	227 S.F.	486 S.F.	1,089 S.F.

NET IMPERVIOUS INCREASE = 1,089 - 840 = 249 S.F.
PROJECT IS EXEMPT FROM STORMWATER MANAGEMENT REQUIREMENTS, PER ORDINANCE, AS NET IMPERVIOUS INCREASE IS LESS THAN 600 S.F.

+ EXISTING DRIVEWAY IS NET 0 S.F.
(EXISTING = 221 S.F. HOWEVER, DOES NOT INCLUDE 2 EA., 5'x9' OFF-STREET PARKING SPACES (324 S.F.) PER ORDINANCE HENCE NET IS 0 S.F.)
(PROPOSED = 269 S.F. HOWEVER, DEDUCTING THE 324 S.F. YIELDS A NET 0 S.F.)

++ OPEN DECK/STEPS ARE NOT CONSIDERED IMPERVIOUS FOR ZONING OR FOR STORMWATER MANAGEMENT PURPOSES PER ORDINANCE.

LEGEND

- EXIST. 10' CONTOURS
- EXIST. 2' CONTOURS
- EXIST. BOUNDARY LINE
- EXIST. RIGHT-OF-WAY
- EXIST. BUILDING SETBACK LINE
- EXIST. FENCE LINE
- EXIST. SANITARY SEWER
- EXIST. GAS LINE
- EXIST. SPOT ELEVATION
- EXIST. DOOR SILL ELEVATION
- EXIST. IRON PIPE
- EXIST. CLEANOUT
- EXIST. IRON PIN SET
- TEMPORARY COMPOST FILTER SOCK
- LIMIT OF DISTURBANCE
- SOIL TYPE BOUNDARY

GRAPHIC SCALE
0' 10' 20' 30'

NUM.	DATE	REVISION

VASTARDIS CONSULTING ENGINEERS, LLC
28 Harvey Lane | Mahers, PA 18056 | P: 610.644.8600 | F: 610.644.3769 | Email: vcel@vastardis.com

PLAN PREPARED FOR:
CRAFT CUSTOM HOMES, LLC
105 EAST 10TH AVENUE

BOROUGH OF CONSHOHOCKEN | MONTGOMERY COUNTY | PENNSYLVANIA

DRAWN BY: SK
CHECKED BY: NY
DATE: 10-16-23
SCALE: 1"=10'

SHEET 1 of 1

ZONING EXHIBIT PLAN

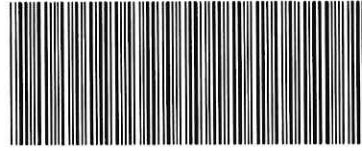
NICHOLAS L. VASTARDIS, P.E.



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6336 PG 00935 to 00939
INSTRUMENT # : 2023043514
RECORDED DATE: 08/17/2023 08:58:00 AM




6245187-0024W

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed Document Date: 08/16/2023 Reference Info:		Transaction #: 6811870 - 3 Doc(s) Document Page Count: 4 Operator Id: ahelfer	
RETURN TO: (Simplifile) Aaron Abstract 526 Township Line Road Blue Bell, PA 19422 (215) 283-4800		PAID BY: AARON ABSTRACT	
* PROPERTY DATA: Parcel ID #: 05-00-10268-00-5 Address: 105 E TENTH AVE CONSHOHOCKEN PA 19428 Municipality: Conshohocken Borough (100%) School District: Colonial			
* ASSOCIATED DOCUMENT(S):			
CONSIDERATION/SECURED AMT: \$225,000.00 TAXABLE AMOUNT: \$225,000.00 FEES / TAXES: Recording Fee:Deed \$65.50 State RTT \$2,250.00 Conshohocken Borough RTT \$1,125.00 Colonial School District RTT \$1,125.00 Total: \$4,565.50		DEED BK 6336 PG 00935 to 00939 Recorded Date: 08/17/2023 08:58:00 AM 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 and Return to:

AARON ABSTRACT COMPANY
526 Township Line Road
Suite 200
BLUE BELL, PA 19422
215-283-4800

File No. AAF11360
UPI # 05-00-10268-00-5

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-10268-00-5 CONSHOHOCKEN BOROUGH
105 E TENTH AVE
OLSZEWSKI LISA M & JOHN \$15.00
B 050 L U 041 1101 08/16/2023 JU

This Indenture, made the 16th day of August, 2023,

Between

LISA M. OLSZEWSKI AND JOHN OLSZEWSKI

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

CRAFT CUSTOM HOMES LLC

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

Witnesseth, that the said Grantors for and in consideration of the sum of **Two Hundred Twenty-Five Thousand And 00/100 Dollars (\$225,000.00)** 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, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, Situate in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, bounded and described in accordance with a survey and subdivision made for Francis Carr, by Donald H. Schurr, and Associates, Engineers and Surveyors dated 4-28-1969 as follows, to wit;

BEGINNING at a point on the Southwesterly side of East Tenth Avenue (80 feet wide) which point is measured South 50 degrees 00 minutes East 26.10 feet from the intersection of the same with the Southeasterly side of Harry Street (50 feet wide); thence from said point of beginning, extending along the said Southwesterly side of East Tenth Avenue South 50 degrees 00 minutes East, 33.90 feet to a point a corner of said land of Thomas A. Fosard; thence extending along the same South 40 degrees 00 minutes West 80.00 feet to a point a corner of lands of Charles F. Kulak; thence extending along the same North 50 degrees 00 minutes West, 33.90 feet to a point a corner of Parcel "A" on said plan; thence extending along the same North 40 degrees 00 minutes East 80.00 feet to the first mentioned point and place of BEGINNING.

BEING Parcel "B" on said plan.

PARCEL NO. 05-00-10268-00-5

BEING the same premises which Daniel J. Smith, by Deed dated December 30, 1994 and recorded March 2, 1995 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5106, Page 1680, granted and conveyed unto Daniel J. Smith and Lisa Marie Smith, as joint tenants with right of survivorship.

AND THE SAID Daniel J. Smith, has since departed this life on 06/19/2017, leaving title vested in Lisa Marie Smith by right of survivorship.

AND ALSO BEING the same premises which Lisa M. Olszewski, Executrix of the Estate of Daniel J. Smith, deceased and Lisa M. Olszewski (formerly known as Lisa Marie Smith), by Deed dated March 16, 2018, and recorded March 16, 2018, in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Book 6082, Page 2422, granted and conveyed unto Lisa M. Olszewski and John Olszewski, in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, 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, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against them, the said Grantors, and their heirs, will **WARRANT SPECIALLY** and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delibered
IN THE PRESENCE OF US:

Lisa M. Olszewski {SEAL}
Lisa M. Olszewski

John Olszewski {SEAL}
John Olszewski

Commonwealth of Pennsylvania } ss
County of Montgomery }

This record was acknowledged before me on August 16, 2023 by Lisa M. Olszewski and John Olszewski.

Commonwealth of Pennsylvania - Notary Seal
Karen Mancini, Notary Public
Montgomery County
My commission expires April 8, 2026
Commission number 1043095
Member, Pennsylvania Association of Notaries

Karen Mancini
Notary Public
My commission expires 4-8-26

The precise residence and the complete post office address of the above-named Grantee is:

1549 Downin Forge Road
Downingtown, PA 19335

[Signature]
On behalf of the Grantee

File No. **AAF11360**

Record and return to:
AARON ABSTRACT COMPANY
526 Township Line Road, Suite 200
BLUE BELL, PA 19422



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE DECEMBER 18, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-24

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on December 18, 2023, at 6:15 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: West Elm Alley 4, LLC
405 West Elm Street, Conshohocken, PA 19428

PREMISES INVOLVED: 121 Maple Street
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: West Elm Alley 4, LLC
405 West Elm Street, Conshohocken, PA 19428

The petitioner is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) of the Conshohocken Borough Zoning Ordinance to permit proposed interior building alterations; a rear building addition; and a roof extension and replacement of the rear portion of an existing nonconforming building.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: November 21, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 121 Maple Street – Zoning Determination

History of the Site:

121 Maple Street is comprised of an existing non-conforming two and a half (2½)-story single-family attached residential dwelling that was constructed in 1874. The property is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by Maple Street to the west and residential properties also located within the BR-1 zoning district in all other directions. There is an existing concrete and Belgium block patio and stairs located to the rear of the dwelling.

Current Request:

Pursuant to a building permit application (#23-00833) submission, the Applicant is proposing interior building alterations, a rear building addition, and replacement and change in the rear flat roof to a gable roof at the existing nonconforming two and a half (2.5)-story single-family attached dwelling. The proposed rear building addition will be located in the area of the existing concrete patio attached to the rear of the existing dwelling.

Based on the architectural plans, the proposed first floor rear addition will be 14'-7" wide x 10' long (or approximately 146 SF). The Applicant is showing a 148 SF rear addition on the site plan. The second floor addition will be slightly narrower at 11'-9" wide x 10' long (or 117.5 SF). The proposed roof replacement and extension will cover the later rear half of the existing dwelling and the proposed addition.

The Applicant is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) of the Conshohocken Borough Zoning Ordinance to permit the proposed interior building alterations; a rear building addition; and a roof extension and replacement of the rear portion of the existing nonconforming building.

Zoning Determination:

The above referenced property is located within the BR-1 – Borough Residential District 1 zoning district., and is subject to provisions of Part 7 of the Conshohocken Borough Zoning Ordinance for nonconforming structures, uses, and lots.

Per Section §27-702.B of the Borough Zoning Ordinance, a nonconforming building or structure is any existing lawful building or structure that does not conform to the height, location, size, bulk, or other

dimensional requirements of the district in which it is located. The existing single-family attached building does not conform to the permitted single-family detached and single-family semi-detached (twin) dwelling type uses in accordance with Sections 27-1002 of the BR-1 zoning district. In addition, based on the Montgomery County property records, the existing building width is 14 feet, which is less than the minimum required building width of 20 feet per Section §27-1005.I of the BR-1 zoning district. Therefore, the existing building is classified as an existing nonconforming building.

Per Section §27-702.C of the Borough Zoning Ordinance, a nonconforming lot is any existing lawful lot which does not conform to the minimum area and/or width requirements for lots in the district in which it is located, the development of which, however, is in conformance with all other applicable regulations of this Chapter. In accordance with the Montgomery County property records, the existing irregular shaped 1,860 SF parcel with a front lot width of 14.65 feet and rear 17.1 feet lot width does not conform to the minimum required 4,000 SF (single) and 2,800 SF (twin) lot size and 40 feet (single) and 25 feet (twin) lot width standards of the BR-1 zoning district since the existing housing type is not permitted within the BR-1 zoning district. Therefore, the existing parcel is also classified as an existing nonconforming lot.

It should be noted that the property listing information as shown on the Montgomery County property records is not consistent with the parcel dimensions of 13.98 feet front width, 19.68 feet rear lot width, and total lot size of 1,798 SF shown on the "Building Addition Plan" as prepared by Site Engineering Concepts, LLC dated 11/3/2023. General Note no. 3 on the "Building Addition Plan" indicates that the plan is based on an actual field survey without a title search completed. It is recommended that the Applicant reconcile any parcel discrepancies with the Montgomery County property records to ensure accurate and consistent information is shown for the property.

Per Section §27-703.E.(5) & (6)(a) of the Borough Zoning Ordinance, a nonconforming building may be expanded only in compliance with Section §27-703(E)(6) of this Chapter and extension and/or expansion as permitted in Section §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. A Special Exception pursuant to Section §27-703.E.(6)(a) will be required from the Conshohocken Borough Zoning Hearing Board for approval to permit the extension and expansion of the existing nonconforming building.

Based on the actual field survey dimensions, the existing building coverage on the site is 456 SF (or approximately 25%). With a proposed 148 SF rear building addition, the building coverage will be 604 SF (or approximately 34%) which will be in compliance with the required maximum 35% building coverage per Section §27-1005.F of the BR-1 zoning district. The existing total gross floor area of the dwelling is approximately 1,614 SF. The total gross floor of the dwelling with the proposed building addition will be 1,879.5 SF, which is an approximately 14% increase and less than the permitted maximum 25% building extension or expansion in compliance with Section §703.D of the Zoning Ordinance.

The current impervious coverage on the site is approximately 864 SF (or approximately 48%), which is in compliance with the required 60% maximum impervious coverage of the BR-1 zoning district. With a proposed 148 SF rear building addition, the total impervious coverage on the site will remain unchanged since the proposed building addition will be located on the existing impervious concrete patio area.

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

November 3, 2023

Allison A. Lee, PE
Zoning Officer
Radnor Township
301 Iven Avenue
Radnor, PA 19087

**Re: 121 Maple Street, Conshohocken, PA
Building Permit Application #23-00833**

Ms. Lee:

On behalf of West Elm Alley 4, LLC, please find the enclosed revision of the subject plan. Revision #1 addresses the October 26, 2023 review letter prepared follows:

1. The Zoning Summary table shown on the “Building Addition Plan” as prepared Site Engineering Concepts, LLC, should be expanded to provide the required, existing, and proposed conditions. In addition, the building is classified as an existing single-family attached dwelling and not a semi-detached dwelling as noted in the table. Existing nonconformities shall be noted as such on the table.

Response: A revised Zoning Summary Table has been added to the plan.

2. The bulk dimensional requirements shall be shown on the site plan (i.e., front and rear yard setbacks).

Response: The bulk dimensional requirements have been shown on the plan.

3. Architectural floor plans showing the existing conditions shall be provided to distinguish the existing and proposed site conditions.

Response: Architectural floor plans showing the existing conditions will be provided to distinguish and proposed site conditions.

4. The existing building length dimensions shall be provided for each floor on the architectural floor plans (Sheet A-3).

Response: The existing building length dimensions have been provided for each floor on the architectural floor plans (Sheet A-3).

Allison A. Lee, PE
November 3, 2023
Re: 121 Maple Street
Page 2 of 2

5. The overall building height shall be provided on the Elevations and Section plan (Sheet A-6) to ensure that the building height is in compliance with the required 35 feet maximum building height within the BR-1 zoning district.

Response: The overall building height has been provided on the Elevations and Section Plan (Sheet A-6) to ensure that the building height is in compliance with the required 35 feet maximum building height within the BR-1 Zoning District.

We trust these revisions will satisfactorily address your comments. Should you have any questions and/or additional comments, please contact me at mrokosny@site-engineers.com or 610.240.0450.

Sincerely,

Michael T. Rokosny

Michael T. Rokosny



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

Zoning Application

Application: _____

Date Submitted: _____

Date Received: _____

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:

Section 27-703.E.(6)(a)

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

121 Maple St, Conshohocken, PA

4. Applicant's Name: West Elm Alley 4, LLC

Address: 405 W. Elm Street, Conshohocken PA 19428

Phone Number (daytime): 610-585-6644

E-mail Address: david.bissell76@gmail.com / brw215@gmail.com

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

6. Property Owner: David Bissell / Brian Whittaker

Address: 405 W. Elm St, Conshohocken, PA 19428

Phone Number: 610-585-6644

E-mail Address: david.bissell76@gmail.com / brw215@gmail.com

7. Lot Dimensions: 14' x 100 Zoning District: BR-1

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

Yes No If yes, please describe.

Not aware of any previous zoning relief.

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

The current property is an unoccupied residence. The property currently sits with all interior walls exposed down to the studs. Mechanicals are left existing.

10. Please describe the proposed use of the property.

The proposed use of the property will be a rental for the property owner.

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

The property will have a small 2 story addition off the rear of the building to provide more usable space for future tenants.

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

As the space currently sits, there is not much usable square footage. Relief for the added addition off the back will allow the property to properly finish the home. In addition, neighboring houses have previously built similar additions.

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

a. The unique characteristics of the property: N/A

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

c. How the proposal is consistent with the character of the surrounding neighborhood. _____
N/A

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.
N/A

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.

N/A

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.

N/A

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

N/A

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

N/A

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.

West Elm Alley 4, LLC

Applicant



, Brian Whittaker

Legal Owner

November 8, 2023

Date

COMMONWEALTH OF PENNSYLVANIA

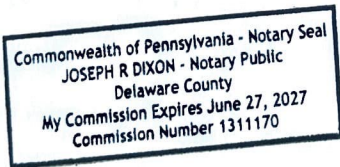
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 8th day of November, 2023.



Notary Public

(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

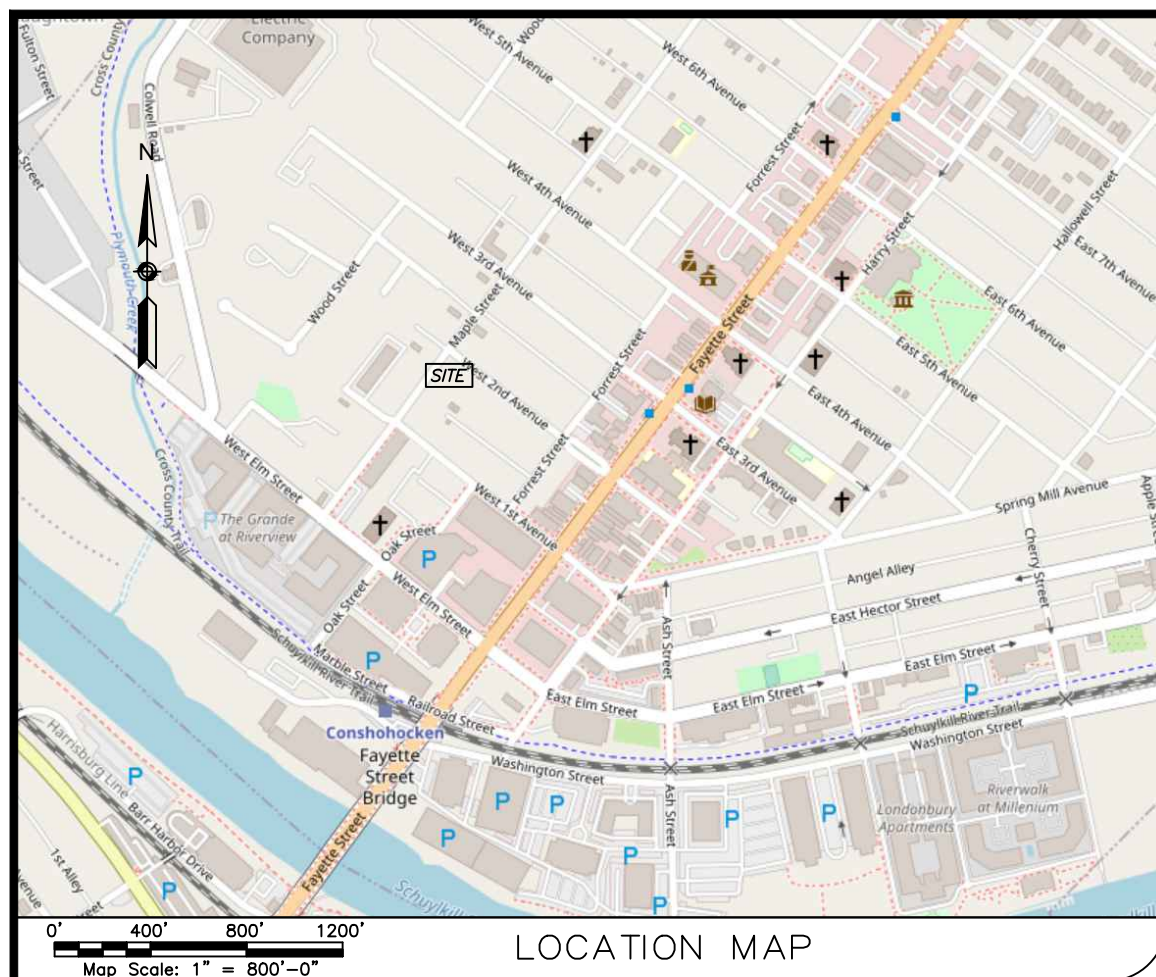
MOTION:

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: _____



NOTE: THE EXACT LOCATION AND DEPTH OF EXISTING UTILITIES CANNOT BE GUARANTEED. ALL UTILITIES DEPICTED ON THIS PLAN HAVE BEEN DEVELOPED FROM ABOVE GROUND OBSERVATIONS AND/OR EXISTING RECORDS. CONTRACTOR MUST VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. PENNSYLVANIA STATE LAW REQUIRES NOTIFICATION TO 1-800-242-1776 3-10 BUSINESS DAYS PRIOR TO ANY EXCAVATION.

DESIGN S/N: 20222793440



ZONING SUMMARY			
BR-1 - RESIDENTIAL DISTRICT			
ORDINANCE ITEM	REQUIREMENT	EXISTING	PROPOSED
MIN. LOT AREA	2,800 Sq. Ft.	1,798 Sq. Ft.*	1,798 Sq. Ft.
	(SINGLE-FAMILY ATTACHED)	(SINGLE-FAMILY ATTACHED)	(SINGLE-FAMILY ATTACHED)
MIN. LOT WIDTH @ BLDG	40 FT	14 FT*	14 FT
MIN. SETBACKS			
FRONT	25 FT	0 FT*	0 FT
SIDE (INDIVIDUAL/AGGREGATE)	5 FT	0 FT*	0 FT
REAR	25 FT	68 FT	58 FT
MAX. BUILDING HEIGHT	35 FT	<35 FT	<35 FT
MAX. BUILDING COVERAGE	35%	25%	34%
MAX. IMPERVIOUS COVERAGE	60%	48%	48%

*DENOTES EXISTING NON-CONFORMITY

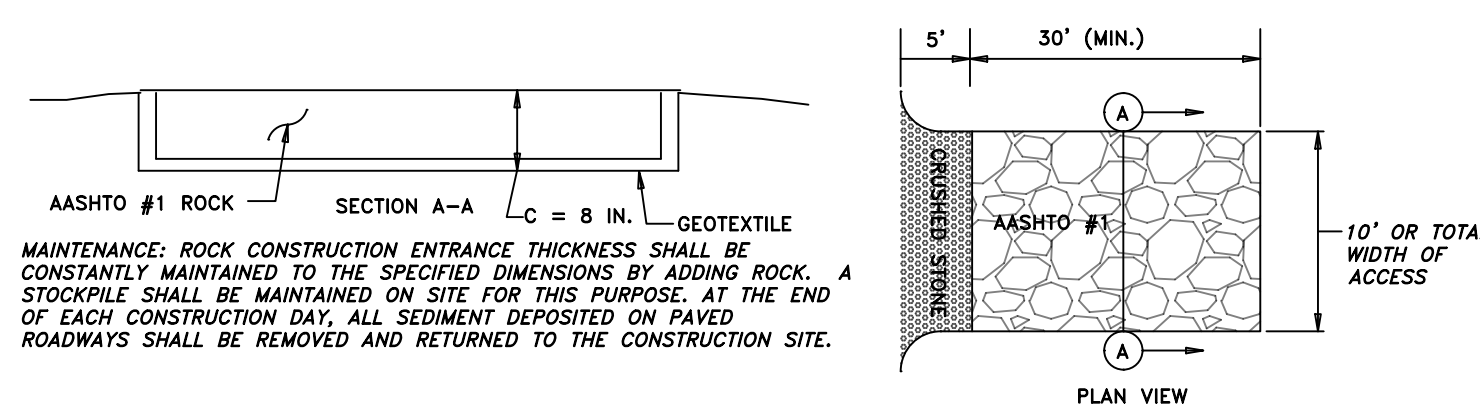
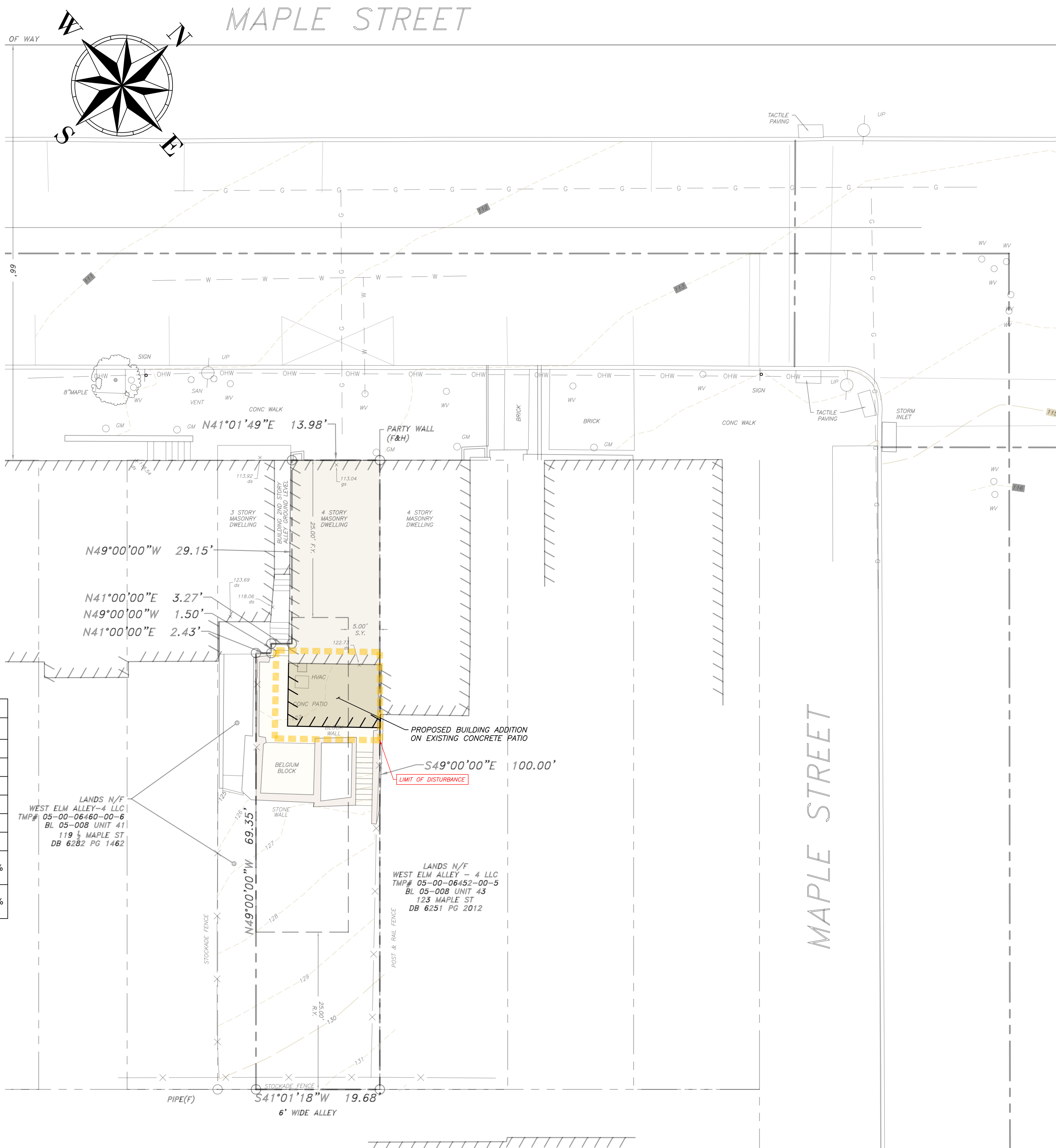
IMPERVIOUS COVERAGE SUMMARY				
	EXISTING	ADD	REMOVE	PROPOSED
Total Lot Area	1,798 Sq. Ft.			1,798 Sq. Ft.
Buildings	456 Sq. Ft.	148 Sq. Ft.		604 Sq. Ft.
Concrete & Walks	332 Sq. Ft.		-148 Sq. Ft.	184 Sq. Ft.
Walls & Ties	76 Sq. Ft.			76 Sq. Ft.
Total Building Coverage	456 Sq. Ft.	25.36%	148 Sq. Ft.	604 Sq. Ft.
Total Site Impervious Coverage	864 Sq. Ft.	48.05%	0 Sq. Ft.	-148 Sq. Ft.
				864 Sq. Ft.
				48.05%

PLAN LEGEND

- PROPOSED = BOLD
- EXISTING = FADED
- SUPPLEMENTAL CONTOUR (1' INTERVAL)
- INDEX CONTOUR (5' INTERVAL)
- STORM SEWER PIPING
- SANITARY SEWER PIPING
- GAS MAIN
- WATER MAIN / SERVICE
- UNDERGROUND TELEPHONE
- EDGE OF WOODS
- EDGE OF PAVEMENT
- FENCE LINE
- PROPERTY LINE
- BUILDING SETBACK LINE
- EAVES
- CONC. CONCRETE
- UP UTILITY POLE
- SIGN
- LIGHT POLE
- WW WATER VALVE
- WM WATER METER
- CO CLEAN OUT
- SAN VENT SANITARY VENT
- SAN CO SANITARY CLEAN OUT
- GM GAS METER
- Gv GAS VALVE

LEGEND - E & S CONTROL FEATURES

- 8" COMPOST SOCK
- TREE PROTECTION FENCING
- ROCK CONSTRUCTION ENTRANCE
- LIMIT OF DISTURBANCE LINE



MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. AT THE END OF EACH CONSTRUCTION DAY, ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE.

ROCK CONSTRUCTION DETAIL

NOTE: TO BE INSTALLED AT TOWNSHIP DIRECTION IF SEDIMENT CAN NOT BE KEPT OF STREETS WITH TIRE SCRUBBING.

GENERAL NOTES

1. PARCEL INFORMATION:
PARCEL NUMBER: 05-00-06456-00-1 Block 05-08 Unit 42
DEED BOOK 5616 PAGE 2425
2. TOTAL LOT AREA: 1,798 Sq. Ft.
3. OUTLINE DESCRIPTION AND LOCATIONS SHOWN IN ACCORDANCE WITH AN ACTUAL FIELD INSTRUMENT SURVEY CONDUCTED BY THIS OFFICE. SURVEY PREPARED FROM DEED AS SUPPLIED BY CLIENT AND VARIOUS DEEDS AND PLANS OF RECORD. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, WHICH WOULD DISCLOSE ANY RIGHTS, RESERVATIONS, EASEMENTS, ETC. OF RECORD.
4. CONTOURS PLOTTED FROM FIELD RUN SURVEY. CONTOURS PLOTTED FROM FIELD RUN SURVEY. APPROXIMATE ELEVATION BENCHMARK IS BASED ON WGS84.
5. THIS SURVEY IS NOT TO BE USED FOR TREE REMOVAL ALONG PROPERTY LINES. TREE LOCATIONS ARE APPROXIMATE. PROPERTY LINES MUST BE FIELD MARKED WITH STAKES SET TO ESTABLISH EXACT TREE OWNERSHIP.
6. THERE IS NO IDENTIFIABLE FEMA FLOOD PLAIN AREAS WITHIN THE PROJECT SITE AS ILLUSTRATED ON COMMUNITY PANEL NUMBER 420949-0358G OF THE FLOOD INSURANCE RATE MAP AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE BOROUGH OF CONSHOHOCKEN, PENNSYLVANIA.
7. EXISTING SUBSURFACE UTILITY INFORMATION INDICATED IS BASED UPON VISUAL FIELD INSPECTION BY SITE SURVEYING, LLC. SUCH INFORMATION CONCERNING THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF SUBSURFACE UTILITIES IS APPROXIMATE IN NATURE AND HAS BEEN OBTAINED AS A SUPPLEMENT TO THE SITE SURVEY. THE INFORMATION PROVIDED IS REPRESENTATIVE OF SUBSURFACE CONDITIONS ONLY AT LOCATIONS AND DEPTHS WHERE SUCH INFORMATION WAS OBTAINED. THERE IS NO EXPRESSED OR IMPLIED AGREEMENT THAT UTILITY SIZE, LOCATION, DEPTH, QUANTITY, ETC. AS SHOWN EXISTS BETWEEN EXPLORED LOCATIONS. ACCORDINGLY, UTILITY INFORMATION SHOWN SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. IT IS INCUMBENT UPON THE CONTRACTOR TO VERIFY THE SIZE, LOCATION, DEPTH, QUANTITY, ETC. OF ALL UTILITIES BEFORE EXCAVATION. THE EXISTENCE AND/OR LOCATION OF ALL SUBSURFACE UTILITIES SHALL BE CONSIDERED APPROXIMATE AND MUST BE FIELD VERIFIED BY ALL CONTRACTORS PRIOR TO ANY CONSTRUCTION. NO GUARANTEE IS MADE THAT UNDERGROUND UTILITIES ARE ACCURATELY OR COMPLETELY SHOWN HEREON.

PROJECT NARRATIVE

THE PROPOSED HOUSE ADDITION AT 121 MAPLE STREET IS TO BE CONSTRUCTED ON TOP OF AN EXISTING CONCRETE PATIO. NO CHANGES IN LANDCOVER ARE PROPOSED ON THE PROPERTY. THE BUILDING ADDITION WILL BE CONSTRUCTED TO MATCH THE EXISTING STORMWATER FLOWS ON THE PROPERTY. THEREFORE, THERE WILL BE NO STORMWATER FLOWS CREATED, INCREASED, DECREASED, OR RELOCATED DUE TO THE PROPOSED BUILDING ADDITION AND THE PROJECT SHOULD BE EXEMPT FROM THE STORMWATER MANAGEMENT REQUIREMENTS OF THE BOROUGH OF CONSHOHOCKEN. THIS PLAN IS NOT MEANT TO BE USED FOR CONSTRUCTION PURPOSES.

CONSTRUCTION STAGING

- PERMITTEE OR PERMITTEE'S DESIGNEE SHALL CONTACT THE TOWNSHIP AND ARRANGE THE PRE-CONSTRUCTION CONFERENCE AT THE SITE WITH THE TOWNSHIP ENGINEER. THE PRE-CONSTRUCTION CONFERENCE MUST BE HELD PRIOR TO COMMENCEMENT OF ANY WORK ASSOCIATED WITH THE SITE. PLEASE NOTE THAT A MINIMUM OF 4 INCHES OF TOPSOIL SHOULD BE PROVIDED OVER ALL DISTURBED AREAS PRIOR TO SEEDING OPERATIONS.
1. STAGE 1. INSTALL ROCK CONSTRUCTION ENTRANCE. (IF NECESSARY)
 2. STAGE 2. INSTALL SILT BARRIER AND TREE PROTECTION FENCING AS NEEDED.
 3. STAGE 3. FIELD LOCATE ALL UTILITIES AND COORDINATE WITH UTILITIES FOR SHUTOFF/REMOVAL/CONSTRUCTION AS NECESSARY. IMMEDIATELY STABILIZE ANY DISTURBED AREAS.
 4. STAGE 4. INSTALL THE PROPOSED BUILDING ADDITION. PLACE COMPOST FILTER SOCK IF NECESSARY.
 5. STAGE 5. STABILIZE ALL DISTURBED AREAS WITH THE PERMANENT SEED MIXTURE.
 6. STAGE 6. ONCE SITE IS STABILIZED WITH 70% COVERAGE, CONTRACTOR MUST REMOVE EROSION AND SEDIMENTATION CONTROLS. AREAS DISTURBED DURING REMOVAL MUST BE STABILIZED IMMEDIATELY.

SEEDING & MULCHING NOTES

1. ANY DISTURBED AREA ON WHICH CONSTRUCTION ACTIVITY HAS CEASED MUST BE IMMEDIATELY SEEDED AND MULCHED. DURING NON-GERMINATION PERIODS, MULCH MUST BE APPLIED AT THE RECOMMENDED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN ONE (1) YEAR SHALL BE IMMEDIATELY MULCHED AND SEEDED WITH A QUICK-GROWING TEMPORARY SEED MIXTURE. DISTURBED AREAS WHICH ARE EITHER AT FINISHED GRADE OR WILL NOT BE REDISTURBED WITHIN ONE YEAR MUST BE IMMEDIATELY MULCHED AND SEEDED WITH THE PERMANENT SEED MIXTURE.
2. DIVERSIONS, CHANNELS, SWALES, SEDIMENT BASINS, SEDIMENT TRAPS AND SOIL STOCKPILES SHALL BE SEEDED AND MULCHED IMMEDIATELY.
3. HAY/STRAW MULCH MUST BE APPLIED AT A RATE OF AT LEAST 1 LB PER 100 SF.
4. AREAS UTILIZING VEGETATIVE STABILIZATION MUST BE SEEDED AND MULCHED WITHIN THE APRIL 15th TO OCTOBER 15th GERMINATION WINDOW. SEEDING WILL BE ACCOMPLISHED THROUGH HYDROSEEDING OR CONVENTIONAL SEEDING METHODS.
5. GEOTEXTILE EROSION CONTROL CHANNEL LINING AND SLOPE PROTECTION SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS IMMEDIATELY UPON THE COMPLETION OF GRADING ACTIVITIES.

PERMANENT SEED MIXTURE

NAME	WEIGHT	PURITY	GERMINATION
KENTUCKY BLUE GRASS VARIETIES	33%	95%	85%
PENNSTAR OR PENNFINE			
PERENNIAL RYEGRASS	33%	95%	85%
ANNUAL RYEGRASS	33%	95%	85%

MULCH: SHALL BE HAY WHICH IS FREE OF WEEDS AND SEEDS, NOT MOLDY OR ROTTEN, AND SHALL BE APPLIED TO ALL AREAS AT A RATE OF 3 TONS PER ACRE. ON STEEP SLOPE AREAS (GREATER THAN 3:1). COVER SEEDED AREAS WITH AN ACCEPTABLE GEOTEXTILE EROSION CONTROL BLANKET.

SOD: KENTUCKY BLUEGRASS SOD (IF CALLED FOR). SOD SHALL BE GROWN UNDER THE SUPERVISION OF THE PENNSYLVANIA DEPARTMENT OF AGRICULTURE BUREAU OF PLANT INDUSTRY OR SHALL BE COMPOSED OF ONLY BLUE TAC CERTIFIED SEED.

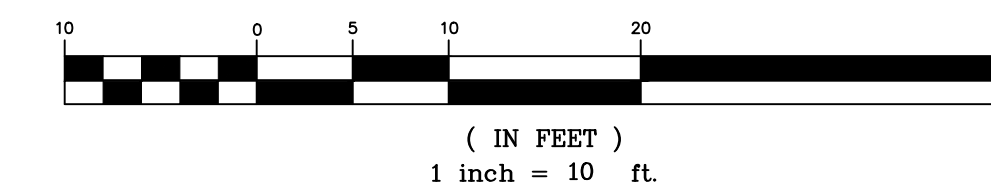
SEED: ALL SEED SHALL BE FRESH. ALL NEW CROP SEED SHALL BE LABELED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF AGRICULTURE RULES AND REGULATIONS UNDER THE FEDERAL SEED ACT IN EFFECT ON THE DATE OF INVITATION FOR BIDS. ALL SEED SHALL BE FURNISHED IN SCALE STANDARD TO KIND, PERCENT BY WEIGHT, PURITY AND GERMINATION. THE GRASS SEED SHALL CONTAIN THE PERCENTAGES OF PURITY AND GERMINATION INDICATED ON THE LIST FURNISHED WITH THE APPLICABLE PLAN. SEED MIX SHALL BE AS SPECIFIED, SPREAD AT THE RATE OF 5 POUNDS PER 1,000 SQUARE FEET (MINIMUM). FOR SLOPE 3:1 OR GREATER, USE 7.5 POUNDS OF SEED PER 1,000 SQUARE FEET.

TEMPORARY SEED MIXTURE

SITE PREPARATION: APPLY 1 TON OF AGRICULTURAL-GRADE LIMESTONE PER ACRE PLUS FERTILIZER AT THE RATE OF 50-50-50 PER ACRE. WORK INTO THE SOIL WHERE POSSIBLE. SECURE A SOIL TEST BEFORE APPLICATION OF PERMANENT SEEDING. AFTER SEEDING, MULCH WITH HAY OR STRAW AT A RATE OF 3 TONS PER ACRE.

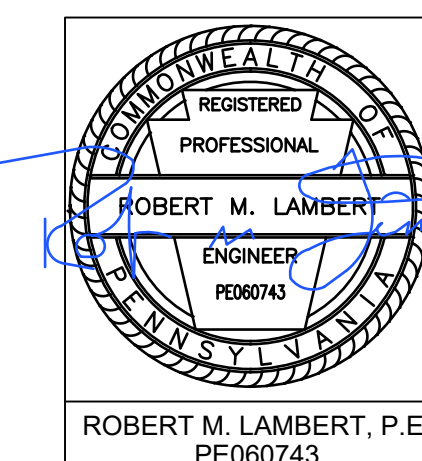
SPECIES:	LBS/ACRE:
FOR SPRING SEEDING (UP TO JUNE 15)	
ANNUAL RYEGRASS	40
OR SPRING OATS	96 (3 BU)
OR SPRING OATS PLUS RYEGRASS	64 LBS OATS (2 BU) + 20 LBS ANNUAL OR PERENNIAL RYEGRASS
OR WINTER WHEAT	180 (3 BU)
OR WINTER RYE	168 (3 BU)
FOR LATE SPRING & SUMMER SEEDING (JUNE 16 TO AUGUST 15)	
ANNUAL RYEGRASS	40
OR JAPANESE OR FOXTAIL MILLET	35
OR SUDANGRASS	40
OR SPRING OATS	96 (3 BU)
OR WINTER WHEAT	180 (3 BU)
OR WINTER RYE	168 (3 BU)
FOR LATE SUMMER & FALL SEEDING (AUGUST 16 AND LATER)	
ANNUAL RYEGRASS	40
OR WINTER RYE	168 (3 BU)
OR WINTER WHEAT	180 (3 BU)
OR SPRING OATS	96
(CAN BE USED BUT WILL WINTER KILL)	

GRAPHIC SCALE



EROSION CONTROL MAINTENANCE REQUIREMENTS

1. SILT BARRIER, TREE PROTECTION FENCING, AND THE ROCK CONSTRUCTION ENTRANCE MUST BE CHECKED ON A DAILY BASIS AND AFTER ALL STORM EVENTS TO ENSURE THAT THEY ARE STILL FUNCTIONING PROPERLY. IF NOT, THEY SHALL BE REPLACED OR CLEANED OF SEDIMENT.
2. SEDIMENT MUST BE REMOVED FROM SILT BARRIER WHEN ACCUMULATIONS REACH 1/2 OF THE ABOVE GROUND HEIGHT OF THE FENCE OR AS RECOMMENDED BY MANUFACTURER.
3. ANY SECTION OF SILT BARRIER WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPLACED WITH A ROCK FILTER OUTLET.
4. DIVERSION BERMS, STONED CONSTRUCTION STAGING AREAS, AND INLETS/PIPING SHALL BE PROVIDED AS REQUIRED OR AS DIRECTED BY THE TOWNSHIP SO AS TO ENSURE ACCEPTABLE CONDITIONS DURING THE CONSTRUCTION PHASE



1	11/3/2023	PER ZONING OFFICER COMMENT
NUM.	DATE	REVISION
PLAN PREPARED BY:		
SITE ENGINEERING CONCEPTS, LLC		
P.O. BOX 1992		
SOUTHEASTERN, PA 19399		
P: 610-240-0450	F: 610-240-0451	E: INFO@SITE-ENGINEERS.COM
PLAN PREPARED FOR:		
COLLEEN WELLS		
121 MAPLE STREET		
CONSHOHOCKEN, PA 19428		
CONSHOHOCKEN BOROUGH	MONTGOMERY COUNTY	PENNSYLVANIA
		DATE: APR 3, 2023
BUILDING ADDITION PLAN		SHEET 1 of 1
ROBERT M. LAMBERT, P.E. PE060743		SCALE: 1"=10'



STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

PARTIES	
BUYER(S): <u>West Elm Alley 4 LLC</u>	SELLER(S): <u>Colleen Wells</u>
BUYER'S MAILING ADDRESS:	SELLER'S MAILING ADDRESS:

PROPERTY
ADDRESS (including postal city) <u>121 Maple St</u> <u>Conshohocken</u> <u>ZIP 19428-1827</u> , in the municipality of <u>Conshohocken Boro</u> , County of <u>Montgomery</u> , in the School District of <u>Colonial</u> , in the Commonwealth of Pennsylvania. Tax ID #(s): <u>05-00-06456-001</u> and/or Identification (e.g., Parcel #, Lot, Block; Deed Book, Page, Recording Date): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Compass Pennsylvania, LLC</u>	Licensee(s) (Name) <u>Ashley Bonelli</u>
Company License # <u>RB068881</u>	State License # <u>RS333587</u>
Company Address <u>80 Lancaster Ave, Devon, PA 19333-1331</u>	Direct Phone(s) _____
Company Phone <u>(267)435-8015</u>	Cell Phone(s) <u>(215)350-2111</u>
Company Fax _____	Email <u>ashley.bonelli@compass.com</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) _____	Licensee(s) (Name) _____
Company License # _____	State License # _____
Company Address _____	Direct Phone(s) _____
Company Phone _____	Cell Phone(s) _____
Company Fax _____	Email _____
Broker is (check only one):	Licensee(s) is (check only one):
<input type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

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: ^{DS} WB ^{DS} YLR

Seller Initials: ^{DS} CMSE

1. **By this Agreement**, dated May 28, 2022

Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price \$ 345,000.00

(Three Hundred Forty-Five Thousand

U.S. Dollars), to be paid by Buyer 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: \$ _____
- 3. _____ \$ _____

Remaining balance will be paid at settlement.

(B) **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.**

(C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: Buyers Title Company Brandywine Abstract Company LP), 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) (1-10)**

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 (4-14)**

(A) Settlement Date is October 3, 2022, 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; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated 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) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

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

(G) 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, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

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

(A) Written acceptance of all parties will be on or before: May 31, 2022

(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 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.

Buyer Initials: DB [Signature]

Seller Initials: [Signature]

65 **6. ZONING (4-14)**

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

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

70 **7. FIXTURES AND PERSONAL PROPERTY (1-20)**

71 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be
72 regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating
73 what items will be included or excluded in this sale.

74 (B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens,
75 and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting
76 fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric
77 animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television
78 and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps;
79 storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; win-
80 dows covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments);
81 built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking
82 fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane
83 tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: _____
84 _____
85 _____

86 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/
87 vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): _____
88 _____

89 (D) EXCLUDED fixtures and items: _____
90 _____

91 **8. MORTGAGE CONTINGENCY (6-19)**

92 WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties
93 may include an appraisal contingency.

94 ELECTED.

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

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender , not to exceed a maximum interest rate of _____ %.	Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender , not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

111 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage applica-
112 tion(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case
113 no later than _____.

114 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mort-
115 gage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right
116 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's
117 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to
118 make a good faith effort to obtain mortgage financing.

119 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demon-
120 strating lender's conditional or outright approval of Buyer's mortgage application(s):

- 121 a. Does not satisfy the terms of Paragraph 8(A), OR
- 122 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be
123 received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in
124 writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension there-
125 of, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming
126 employment).

127 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,

128 Buyer Initials: 

Seller Initials: 

- 129 all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer
 130 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
 131 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
 132 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
 133 (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- 134 (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
 135 LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a spe-
 136 cific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan.
 137 The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be
 138 higher or lower than the Purchase Price and/or market price of the property.
- 139 (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
 140 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),
 141 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted
 142 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage
 143 lender(s) to make the above mortgage term(s) available to Buyer.
- 144 (E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage appli-
 145 cation (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s)
 146 identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any,
 147 otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
 148 Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan
 149 application.
- 150 (F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/
 151 or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and
 152 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to
 153 reject, or refuse to approve or issue, a mortgage loan commitment.
- 154 (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires
 155 repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5
 156 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's
 157 expense.
- 158 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and
 159 agrees to the RELEASE in Paragraph 28 of this Agreement.
 - 160 2. If Seller will not make the required repairs, **or if Seller fails to respond within the stated time**, Buyer will, within 5
 161 DAYS, notify Seller of Buyer's choice to:
 - 162 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
 163 will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the
 164 Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
 - 165 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 166 Paragraph 26 of this Agreement.
- 167 **If Buyer fails to respond** within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice
 168 to Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and
 169 agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

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

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

- 184 (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
- 185 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
 186 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
 187 FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- 188 Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(B))
 189 and Buyer's acceptance of additional required repairs as required by the lender.
- 190 (J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for
 191 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in
 192 connection with this transaction is attached to this Agreement.

Buyer Initials:

Seller Initials:

194 9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)

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

200 10. SELLER REPRESENTATIONS (1-20)

201 (A) Status of Water

202 Seller represents that the Property is served by:

203 [X] Public Water [] Community Water [] On-site Water [] None [] _____

204 (B) Status of Sewer

205 1. Seller represents that the Property is served by:

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

211 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

212 Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the
213 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
214 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
215 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
216 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
217 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
218 working cooperatively with others.

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

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

230 Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-
231 tance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances
232 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water
233 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hor-
234 izontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the
235 absorption area shall be 100 feet.

236 Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage
237 facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until
238 the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations
239 promulgated thereunder.

240 (C) Historic Preservation

241 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

242 (D) Land Use Restrictions

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

- 245 [] Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. §901 et seq.)
246 [] Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
247 [] Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
248 [] Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
249 [] Other _____

250 2. Notices Regarding Land Use Restrictions

251 a. Pennsylvania Right-To-Farm Act: The property you are buying may be located in an area where agricultural operations
252 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
253 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

254 b. Clean and Green Program: Properties enrolled in the Clean and Green Program receive preferential property tax assess-
255 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
256 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
257 may result in the future as a result of any change in use of the Property or the land from which it is being separated.

258 Buyer Initials: [Signature]

Seller Initials: [Signature]

- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply 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 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) **Real Estate Seller Disclosure Law**

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

(F) **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: _____

(G) **Highway Occupancy Permit**

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(H) **Internet of Things (IoT) Devices**

- 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
- 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
- 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
- 4. This paragraph will survive settlement.

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 28 of this Agreement.**

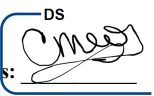
12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)

(A) **Rights and Responsibilities**

- 1. 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; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
- 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
- 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
- 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
- 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

324

Buyer Initials: 

Seller Initials: 

- (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)
- (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Elected Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

Waived

Wood Infestation

Elected Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Waived

Deeds, Restrictions and Zoning

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____

Waived

Water Service

Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

Waived

Radon

Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 pCi/L. 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. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

Waived

On-lot Sewage (If Applicable)

Elected Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

Waived

Property and Flood Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

Waived

389 Buyer Initials:

Seller Initials:

390 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
391 flood insurance agents regarding the need for flood insurance and possible premium increases.

392 **Property Boundaries**

393 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal
394 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property
395 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural
396 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-
397 tations of size of property are approximations only and may be inaccurate.

Waived
DS DS
DB [Signature]

398 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**

399 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct
400 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint
401 hazards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard
402 Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved
403 lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a
404 separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and
405 any lead-based paint records regarding the Property.**

Waived
DS DS
DB [Signature]

406 **Other**

407 **Elected** _____
408 _____

Waived
DS DS
DB [Signature]

409 The Inspections elected above do not apply to the following existing conditions and/or items: _____
410 _____
411 _____

412 (D) **Notices Regarding Property & Environmental Inspections**

- 413 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
414 the surface of a structure where it may cause mold and damage to the building's frame.
- 415 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 416 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
417 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-
418 sibility to dispose of them properly.
- 419 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer
420 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop
421 the property would be affected or denied because of its location in a wetlands area.
- 422 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
423 pollen and viruses) have been associated with allergic responses.
- 424 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
425 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
426 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
427 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
428 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
429 calling 1-877-724-3258.

430 **13. INSPECTION CONTINGENCY (10-18)**

431 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
432 in Paragraph 12(C).

433 (B) **Within the stated Contingency Period** and as the result of any Inspection elected in Paragraph 12(C), except as stated in
434 Paragraph 13(C):

- 435 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL **present all Report(s) in
436 their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in
437 Paragraph 28 of this Agreement, OR**
- 438 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in
439 their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer
440 according to the terms of Paragraph 26 of this Agreement, OR
- 441 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in
442 their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by
443 Buyer.**

444 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform
445 the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of
446 the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or
447 governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

448 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
449 Period. During the Negotiation Period:

- 450 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- 451 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-
452 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

453 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

454 Buyer Initials:

Seller Initials:

- 455 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
 456 Negotiation Period ends.
- 457 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within
 458 _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
- 459 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
 460 Agreement, OR
- 461 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 462 of Paragraph 26 of this Agreement.

463 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement**
 464 **by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree**
 465 **to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation**
 466 **Period.**

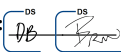
- 467 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
 468 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to,
 469 the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected
 470 completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within**
 471 **the stated time**, Buyer will notify Seller in writing of Buyer's choice to:
- 472 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 473 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 474 Paragraph 26 of this Agreement, OR
- 475 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by
 476 any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time
 477 required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the
 478 Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct
 479 the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all
 480 deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

481 **If Buyer fails to respond** within the time stated in Paragraph 13(C) **or fails to terminate** this Agreement by written notice to
 482 Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

483 14. TITLES, SURVEYS AND COSTS (6-20)

- 484 (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company
 485 for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report
 486 to Seller.
- 487 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different
 488 from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance
 489 policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.**
 490 Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an
 491 owner's title insurance policy.
- 492 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
 493 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
 494 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- 495 (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-
 496 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
 497 required by the mortgage lender will be obtained and paid for by Buyer.
- 498 (E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
 499 ular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions;
 500 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
 501 ground; easements of record; and privileges or rights of public service companies, if any.
- 502 (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or
 503 any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to,
 504 Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice
 505 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all
 506 liens and encumbrances against the Property.
- 507 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
 508 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned
 509 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition
 510 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit
 511 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for
 512 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those
 513 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).
- 514 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
 515 about the status of those rights unless indicated elsewhere in this Agreement.

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

517 Buyer Initials: 

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Seller Initials: 

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(I) **COAL NOTICE (Where Applicable)**

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

(J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

(K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

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

2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer 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 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 charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the notice provided by the municipality.

2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(2) will survive settlement.**

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

Buyer Initials: 

Seller Initials: 

583 PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by
584 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the decla-
585 ration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the
586 provisions set forth in Section 5407(a) of the Act.

587 (B) **THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM**
588 **OR A PLANNED COMMUNITY:**

589 If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant),
590 Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void
591 this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public
592 Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this
593 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

594 (C) **THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A**
595 **PLANNED COMMUNITY:**

- 596 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association
- 597 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides
- 598 that the association is required to provide these documents within 10 days of Seller's request.
- 599 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
- 600 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
- 601 association in the Certificate.
- 602 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents
- 603 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon
- 604 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of
- 605 this Agreement.
- 606 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
- 607 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
- 608 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for
- 609 cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3)
- 610 Appraisal fees and charges paid in advance to mortgage lender.

611 **17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

612 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-
613 erty 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
614 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of
615 the property and result in a change in property tax.

616 **18. MAINTENANCE AND RISK OF LOSS (1-14)**

617 (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)
618 specifically listed in this Agreement in its present condition, normal wear and tear excepted.

619 (B) If any part of the Property included in the sale fails before settlement, Seller will:

- 620 1. Repair or replace that part of the Property before settlement, OR
- 621 2. Provide prompt written notice to Buyer of Seller's decision to:
 - 622 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
 - 623 if any, OR
 - 624 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
 - 625 part of the Property.
- 626 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails**
627 **to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever
628 is earlier, that Buyer will:
 - 629 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - 630 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 - 631 Paragraph 26 of this Agreement.

632 **If Buyer fails to respond** within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice
633 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

634 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
635 replaced prior to settlement, Buyer will:

- 636 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 637 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 638 Paragraph 26 of this Agreement.

639 **19. HOME WARRANTIES (1-10)**

640 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller
641 understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any
642 pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or
643 certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends
644 a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

645 Buyer Initials: 

 Seller Initials

646 **20. RECORDING (9-05)**

647 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
648 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

649 **21. ASSIGNMENT (1-10)**

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

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

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

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

659 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

660 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
661 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
662 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
663 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
664 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
665 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/
666 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
667 withhold, you may be held liable for the tax.

668 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

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

673 **25. REPRESENTATIONS (1-10)**

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

679 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property spe-
680 cifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
681 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
682 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
683 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of
684 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems
685 contained therein.

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

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

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

689 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
690 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
691 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

692 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
693 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

694 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
695 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

696 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
697 Broker how to distribute some or all of the deposit monies.

698 3. According to the terms of a final order of court.

699 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
700 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

701 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
702 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
703 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
704 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
705 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of
706 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
707 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
708 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
709 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
710 maintain their legal rights to pursue litigation even after a distribution is made.

711

Buyer Initials: 

ASR Page 12 of 14

Seller Initials: 

- 712 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
 713 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
 714 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
 715 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
 716 1. Fail to make any additional payments as specified in Paragraph 2, OR
 717 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's
 718 legal or financial status, OR
 719 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
 720 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
 721 1. On account of purchase price, OR
 722 2. As monies to be applied to Seller's damages, OR
 723 3. As liquidated damages for such default.
 724 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
 725
 726 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
 727 and Seller are released from further liability or obligation and this Agreement is VOID.
 728 (I) Brokers and licensees are not responsible for unpaid deposits.

729 **27. MEDIATION (7-20)**

730 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
 731 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
 732 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system
 733 offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided
 734 equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion
 735 of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer
 736 to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings
 737 shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing
 738 party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through
 739 mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will
 740 survive settlement.

741 **28. RELEASE (9-05)**

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

750 **29. REAL ESTATE RECOVERY FUND (4-18)**

751 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
 752 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
 753 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
 754 3658.

755 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

- 756 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
 757 and Closing Disclosure(s) upon receipt.
 758 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
 759 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant**
 760 **to Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
 761 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or
 762 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if
 763 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the
 764 Seller, unless otherwise agreed to by the parties.

765 **31. HEADINGS (4-14)**

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

768

Buyer Initials: 

ASR Page 13 of 14

Seller Initials: 

769 **32. SPECIAL CLAUSES (1-10)**

770 (A) **The following are attached to and made part of this Agreement if checked:**

- 771 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 772 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 773 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 774 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 775 Appraisal Contingency Addendum (PAR Form ACA)
- 776 Short Sale Addendum (PAR Form SHS)
- 777 _____
- 778 _____
- 779 _____

780 (B) **Additional Terms:**

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

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

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

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

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

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

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

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

808 BUYER David Bissell DocuSigned by: _____ DATE 05/31/2022
West Elm Alley 4 LLC

809 BUYER Brian Whittaker DATE 05/31/2022
47CE0495A3D94A7...

810 BUYER _____ DATE _____

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

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

813 SELLER Colleen Wells DATE 05/31/2022
Colleen Wells D94435...

814 SELLER _____ DATE _____

815 SELLER _____ DATE _____



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE DECEMBER 18, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-25

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on December 18, 2023, at 6:15 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Michael Andrew
344 West 11th Avenue, Conshohocken, PA 19428

PREMISES INVOLVED: 344 West 11th Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: Corina Fleming
344 West 11th Avenue, Conshohocken, PA 19428

The petitioner is seeking variances from Sections §27-811.B and §27-1005.F of the Conshohocken Borough Zoning Ordinance to permit a 200 SF (10' wide x 20') long accessory carport to be located approximately one (1)-foot from the edge of an alley cartway, whereas at least five (5)-feet is required; and to permit a building coverage of 38% with the accessory carport on the lot when only a maximum building coverage of 35% is permitted within the BR-1 zoning district.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: November 21, 2023

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 344 West Eleventh Avenue - Zoning Determination

History of the Site:

344 West Eleventh Avenue is comprised of an existing non-conforming two (2)-story single-family semi-detached (twin) residential dwelling that was constructed in 1969. The 3,338 SF property is located within the BR-1 - Borough Residential District 1 zoning district. The site is fronted by West Eleventh Street to the south; an approximately 20-foot wide unnamed alley to the north and rear of the property; and residential properties also located within the BR-1 zoning district in all other directions. There is an existing patio located to the rear of the dwelling, and a walkway that leads to an accessory 90 SF (10' wide x 9') long shed structure located in the rear yard and existing asphalt pavement just off of the unnamed alley. The Applicant has erected a 200 SF (10' wide x 20') long accessory utility shed structure affixed to the ground with electric routed to the structure, which is being used as a "temporary" carport, without the proper permits and the subject of the zoning application.

Current Request:

Pursuant to a zoning enforcement notice dated August 2, 2023, the Applicant has clarified that the existing accessory utility structure that is affixed to the ground with electric routed to the accessory utility structure, is currently being used as a "temporary" carport for an antique car for the past five (5) years.

The Applicant is seeking variances from Sections §27-811.B and §27-1005.F of the Conshohocken Borough Zoning Ordinance to permit a 200 SF (10' wide x 20') long accessory carport to be located approximately one (1)-foot from the edge of an alley cartway, whereas at least five (5)-feet is required; and to permit a building coverage of 38% with the accessory carport on the lot when only a maximum building coverage of 35% is permitted within the BR-1 zoning district.

Zoning Determination:

The above referenced property is located within the BR-1 - Borough Residential District 1 zoning district. In review of this application, the existing 200 SF (10 ft wide by 20 ft long) "temporary" carport is considered an accessory use to the existing principal single-family semi-detached residential dwelling use; and the following definitions in accordance with Section §27-202 of the Borough Zoning Ordinance, applies:

Building - any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods or materials of any kind or nature (See "accessory structure or building" and "principal building.")

Accessory structure or building - A structure or building detached from a principal building on the same lot and customarily incidental and subordinate to the principal building or use.

Principal building - A building in which is conducted the principal use of the lot on which it is located.

Carport - A building open on two or more sides and used in conjunction with a dwelling for the storage of private motor vehicles.

Building coverage - The ration obtained by dividing the maximum horizontal cross-section of all principal and accessory buildings on a lot (including balconies, covered porches, carports and breezeways, but excluding patios and decks).

On the sketch provided with the zoning applicant, the Applicant is showing a 150 SF (10' wide by 15' long) "temporary" carport that is setback with an un-dimensioned distance from the edge of the alley cartway. As stated in the application, the "temporary" carport has been in place for at least five (5) years and there is no intention of removing the carport until the Applicant relocates from the property. Based on our field measurements, the actual dimensions of the carport are 10' wide by 20' feet long (200 SF).

Per Section §27-811.A.(1) of the Zoning Ordinance, a private carport is considered an accessory use to a residential dwelling, and is subject to setback requirements in accordance with Section §27-811.B. Accessory structures may be erected within the side or rear yard, not closer than three (3) feet to the rear or side lot line unless the abutting owner(s) provide written consent to allow said structure to be built up to the side or rear lot line, and provide a maintenance easement of four (4) feet in width to permit the owner of the accessory structure to maintain the structure. However, where an accessory structure is located on an alley, the side facing the alley shall be set back at least five feet from the edge of the cartway. The accessory structure is currently located within three (3)-feet of the abutting neighbor located at 342 West Eleventh Avenue. Written permission from the abutting neighbor located at 342 West Eleventh Avenue was provided pursuant to a subsequent building permit application (#23-00698) to the Borough. Based on our field measurements of the structure and location of the structure, the accessory structure is located approximately one (1)-foot from the edge of alley cartway. The Applicant is required to seek a variance from Section §27-811.B to permit the carport structure to be located approximately one (1)-foot from the edge of the alley cartway, whereas at least a five (5)-feet setback from the edge of the alley cartway is required.

Based on field measurements of the property, the existing building coverage on the site is approximately 1,053 SF (or approximately 32%). With the 200 SF carport addition, the resulting building coverage on the site will be approximately 1,253 SF (or approximately 38%). The Applicant is required to seek a variance from Section §27-1005.F of the Zoning Ordinance to permit a 38% building coverage on the site, whereas, only a maximum building coverage of 35% is permitted within the BR-1 zoning district.

The current impervious coverage on the site is approximately 1,667 SF (or approximately 50%), which is in compliance with the required 60% maximum impervious coverage of the BR-1 zoning district. With a proposed 200 SF carport addition, the total impervious coverage on the site will remain unchanged since the proposed building addition will be located on an existing impervious asphalt pavement area that can be excluded from the impervious area calculation as part of the off-street parking allowance.



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

Zoning Application

Application: _____

Date Submitted: _____

Date Received: _____

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:

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

4. Applicant's Name: _____

Address: _____

Phone Number (daytime): _____

E-mail Address: _____

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

6. Property Owner: _____

Address: _____

Phone Number: _____

E-mail Address: _____

7. 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.

10. Please describe the proposed use of the property.

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

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

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

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).

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.

Applicant

Legal Owner

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this _____ day of
_____, 20____.

Notary Public

(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"/>

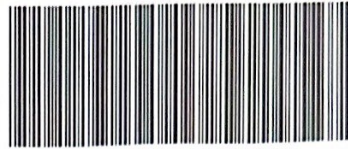
DATE OF ORDER: _____



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5960 PG 01572 to 01576
INSTRUMENT # : 2015049191
RECORDED DATE: 07/06/2015 02:47:35 PM



3221829-0014P

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 3230864 - 2 Doc(s)
Document Date: 06/29/2015	Document Page Count: 4
Reference Info:	Operator Id: sford
RETURN TO: (Simplifile) Germantown Title Company 11 South Trooper Road Norristown, PA 19403 (610) 631-1540	PAID BY: GERMANTOWN TITLE COMPANY

*** PROPERTY DATA:**

Parcel ID #: 05-00-01464-00-7
Address: 344 W ELEVENTH AVE

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

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$255,000.00

FEES / TAXES:

Recording Fee: Deed	\$95.00
State RTT	\$2,550.00
Conshohocken Borough RTT	\$1,275.00
Colonial School District RTT	\$1,275.00
Total:	\$5,195.00

DEED BK 5960 PG 01572 to 01576
Recorded Date: 07/06/2015 02:47:35 PM

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



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

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 and Return to:

Germantown Title Company
11 S. Trooper Road
Norristown, PA 19403
610-631-1540

File No. G-26187FA

UPI # 05-00-01464-00-7

This Indenture, made the 29th day of June, 2015,

Between

JOHN F. MORROW AND CARLENE C. MORROW

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

CORINA FLEMING

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

Witnesseth, that the said Grantors for and in consideration of the sum of **Two Hundred Fifty-Five Thousand And 00/100 Dollars (\$255,000.00)** 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, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

ALL THAT CERTAIN lot or piece of ground, situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, being bounded and described according to an As-Built Survey of Lots 1 and 2 made for RIMI, Inc., by Donald H. Schurr, Civil Engineer and Land Surveyor, dated 9/4/1968 and last revised 4/29/1969, as follows, to wit:

BEGINNING at a point on the Northeasterly side of Eleventh Avenue a corner of Lot No. 1 on said plan, which point is measured at the distance of South 49 degrees 00 minutes East 27.60 feet from the point of intersection which the Southeasterly side of Freedly Street makes with the Northeasterly side of Eleventh Avenue; thence extending from said point of beginning along line of Lot No. 1 and through the party wall of the premises, herein and the premises to the Northwest, North 41 degrees 00 minutes East 133.50 feet to a point on the Southwesterly side of a 20 feet wide alley, thence extending along the same, Southeasterly 22.40 feet to a point; thence extending South (erroneously stated as North in prior deed) 41 degrees 00 minutes West 133.50 feet to a point on the aforesaid Eleventh Avenue; thence extending along the same, North 49 degrees 00 minutes West 25.00 feet to a point being the first mentioned point and place of BEGINNING.

BEING Lot No. 2 on the aforesaid Plan.

PARCEL NO. 05-00-01464-00-7

BEING the same premises which John F. Morrow and Carlene C. Morrow, husband and wife and Danelle S. Morrow, daughter, by Deed dated 11/24/2004 and recorded 03/29/2005 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5548, Page 468, granted and conveyed unto John F. Morrow and Carlene C. Morrow, husband and wife.

BEING the same premises which John F. Morrow and Carlene C. Morrow h/w and Danelle S. Morrow, by Deed dated November 24, 2004, and recorded March 29, 2005, in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Book 5548, Page 468, granted and conveyed unto John F. Morrow and Carlene C. Morrow, in fee.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, 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, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, her heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

John F. Morrow {SEAL}
John F. Morrow

Carlene C. Morrow {SEAL}
Carlene C. Morrow

Commonwealth of Pennsylvania }
County of Montgomery } ss

On this, the 29th day of June, 2015, before me, the undersigned Notary Public, personally appeared **John F. Morrow and Carlene C. Morrow**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

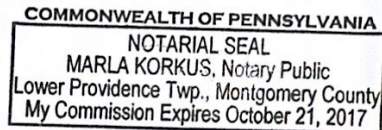
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marla Korkus
Notary Public
My commission expires 10/21/17

The precise residence and the complete post office address of the above-named Grantee is:

**344 W 11th Avenue
Conshohocken, PA 19428**

Marla Korkus
On behalf of the Grantee



Deed

UPI # 05-00-01464-00-7

John F. Morrow and Carlene C. Morrow

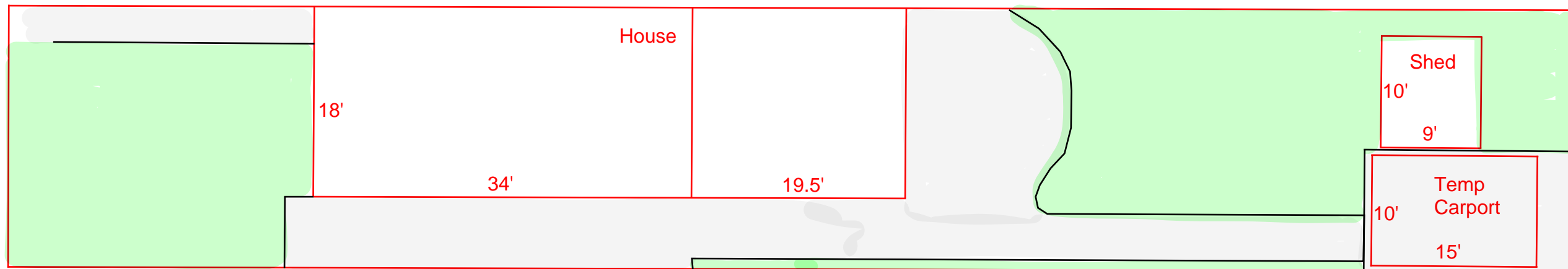
TO

Corina Fleming

Germantown Title Company
11 S. Trooper Road
Norristown, PA 19403
Phone 610-631-1540 Fax 610-631-1057

344 W 11th Ave

Total Lot Area: 3338 SF



Drive Alley Behind 344 W 11th Ave



Drive Alley Behind 344 W 11th Ave



Drive Alley Behind 344 W 11th Ave



Drive Alley Behind 344 W 11th Ave - some have set back, but as per pictures most that do park their vehicles in the "setback"



Drive Alley Behind 344 W 11th Ave - some have set back, but as per pictures most that do park their vehicles in the "setback"



Drive Alley Behind 344 W 11th Ave - some have set back, but as per pictures most that do park their vehicles in the "setback"



Drive Alley Behind 344 W 11th Ave - **No set back**



Drive Alley Behind 344 W 11th Ave - some have set back, but as per pictures most that do park their vehicles in the "setback"



Drive Alley Behind 344 W 11th Ave - some have set back, but as per pictures most that do park their vehicles in the "setback"



Drive Alley Behind 344 W 11th Ave (on opposite side) - some have 5' set back, many do not, but as per pictures most vehicles in the alley.



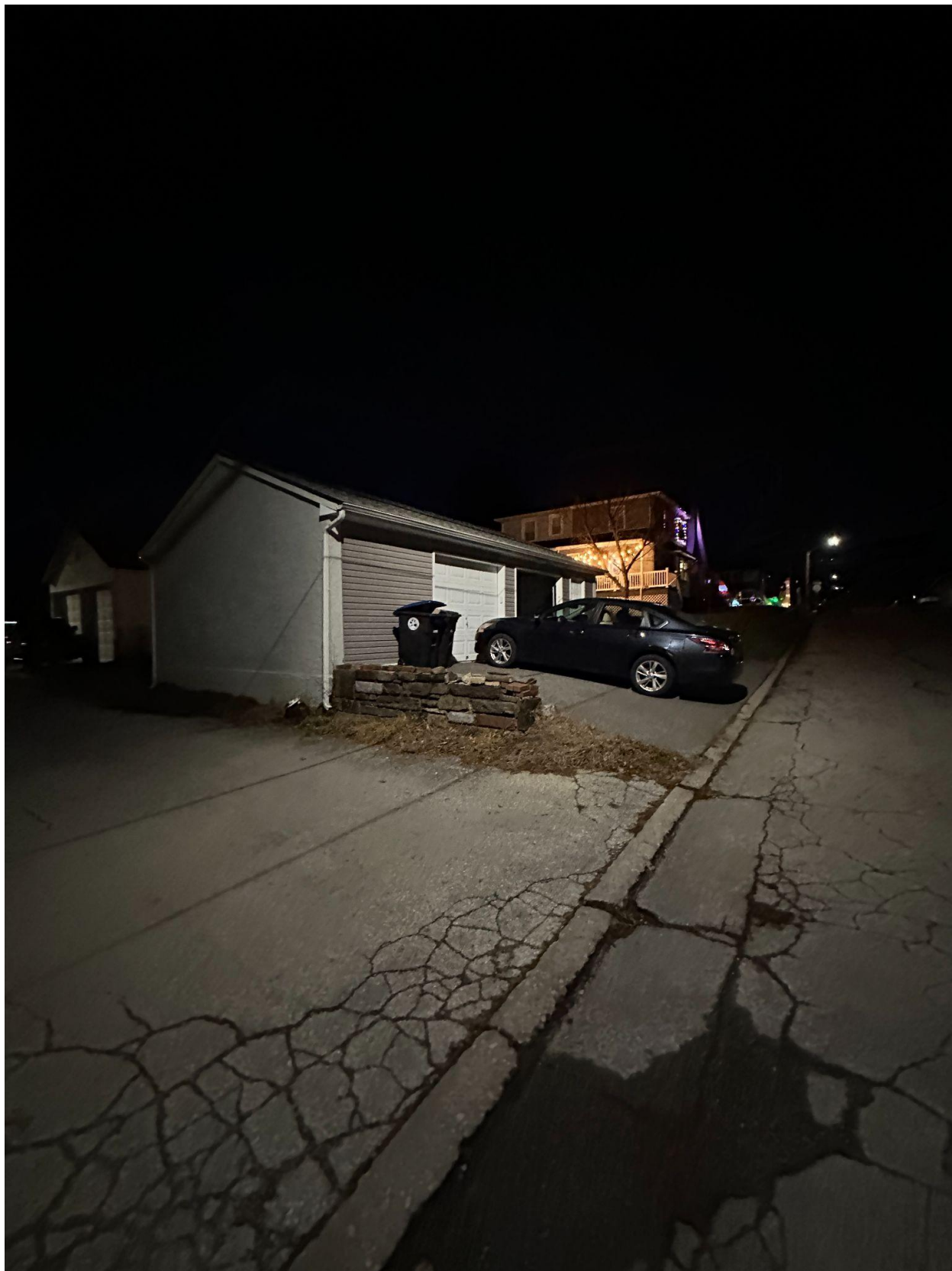
Drive Alley Behind 344 W 11th Ave (on opposite side) - some have 5' set back, many do not, but as per pictures most vehicles in the alley.



Drive Alley Behind 344 W 11th Ave (on opposite side) - some have 5' set back, many do not.



Drive Alley Behind 344 W 11th Ave (on opposite side) - no 5' set back to rear alley.



Drive Alley Behind 344 W 11th Ave (on opposite side) - no 5' set back



Drive Alley Behind 344 W 11th Ave (on opposite side) - some have 5' set back, many do not.



Drive Alley Behind 344 W 11th Ave (on opposite side) - 2 story structure to show in comparison to what we have as a temporary carport it is very small and not obtrusive, very minimal set back here.



Drive Alley Behind 344 W 11th Ave (on opposite side) - 2 story structure to show in comparison to what we have as a temporary carport it is very small and not obtrusive, very minimal set back here.



Drive Alley Behind 344 W 11th Ave (on opposite side) - 2 story structure to show in comparison to what we have as a temporary carport it is very small and not obtrusive, very minimal set back here.



Drive Alley Behind 344 W 11th Ave (on opposite side)



Drive Alley Behind 344 W 11th Ave (on opposite side) - 2 story structure to show in comparison to what we have as a temporary carport it is very small and not obtrusive, very minimal set back here.



Drive Alley Behind 344 W 11th Ave (on opposite side) - 2 story structure to show in comparison to what we have as a temporary carport it is very small and not obtrusive, very minimal set back here.



Drive Alley Behind 344 W 11th Ave (on opposite side) - 2 story structure to show in comparison to what we have as a temporary carport it is very small and not obtrusive, very minimal set back here.





BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE DECEMBER 18, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-26

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on December 18, 2023, at 6:15 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Morgan Properties Acquisition Company, LLC
160 Clubhouse Road, King of Prussia, PA 19406

PREMISES INVOLVED: Millennium III
227 Washington Street
Conshohocken, PA 19428
SP-2 - Specially Planned District 2
FP - Floodplain Conservation District

OWNER OF RECORD: Millennium III Office Owner, LLC
160 Clubhouse Road, King of Prussia, PA 19406

The petitioner is seeking variances from Sections §27-1714.1.A and §27-2109.5 of the Conshohocken Borough Zoning Ordinance to permit an additional three (3) new freestanding signs for the building, for a total of six (6) freestanding and wall signs for the building, whereas only a total of two (2) freestanding or wall signs for a corner property is permitted within the SP-2 zoning district and where such permanent type structures are prohibited within the Floodplain Conservation Overlay District.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: December 6, 2023

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 227 Washington Street (a.k.a. Millennium III) – Zoning Determination

History of the Site:

227 Washington Street (a.k.a. Millennium III) is associated with the Millennium development which comprises a total of fourteen (14) separate parcels. The site is improved with existing commercial buildings located on the 225 and 227 Washington Street and 20 Ash Street parcels and residential condominium buildings located at the 301 Washington Street parcels, with the remaining parcels consisting of off-street parking areas and open space. The overall 13.49 acres Millennium development is located within the SP-2 – Specially Planned District 2 zoning district and primarily within the one-hundred year floodplain which is subject to the FP – Floodplain Conservation Overlay District regulations.

The 227 Washington Street site is a corner property that is fronted by Washington Street to the north; Poplar Street and residential multi-family condominiums to the east; commercial properties to the west; and the Schuylkill River to the south.

In accordance with the FEMA Flood Insurance Rate Map (FIRM) panel No. 42091C0358G, effective 3/2/2016, the majority of the 227 Washington Street parcel is located within the floodplain Zone AE - special flood hazard areas with base flood elevations defined. There is an irregular radial rear portion of the center parking lot between 225 Washington Street and 227 Washington Street that is located within Zone X - areas determined by the FEMA FIRM with a 0.2% annual chance flood hazard, or areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. Therefore, the parcel is located within the Floodplain Conservation District and subject to the regulations of the Floodplain Conservation District.

The Millennium development had gone before the Zoning Hearing Board on multiple prior applications. Specifically, the 227 Washington Street (a.k.a. Millennium III) property had recently gone before the Zoning Hearing Board on April 17, 2023 for a building extension to the rear of the building in the direction of the Schuylkill River for a tenant, Morgan Properties Acquisition Company, LLC. The Zoning Hearing Board had granted the zoning application with conditions. The tenant, Morgan Properties Acquisition Company, LLC, has since began interior building alterations for the tenant fit-out, as well as, obtained a waiver of a land development application for the building extension project from Borough Council. The tenant space being utilized by Morgan Properties Acquisition Company, LLC, was the former headquarters of the Amerisource Bergen company.

The tenant, Morgan Properties Acquisition Company, LLC has already obtained a signs permit to replace the three (3) existing wall signs in place of the prior Amerisource Bergen signs. The three (3) wall signs are as follows:

- Sign 1 - "Morgan Properties", a parallel wall sign, 280" wide x 83" high x 2" deep (161.39 SF) comprised of facelit channel letters located on the rear building façade facing the Schuylkill River.
- Sign 2 - "Morgan Properties", a parallel wall sign, 485" wide x 30" high x 2" deep (101.04 SF) comprised of facelit channel letters located on the side building façade facing the off street parking lot.
- Sign - "Morgan Properties", a parallel wall sign, 245" wide x 72" high x 2" deep (122.50 SF) comprised of facelit channel letters located on the front building façade facing Washington Street.

These parallel wall signs, which replaced the prior Amerisource Bergen company wall signs, are smaller in scale. The Amerisource Bergen company had previously went before the Zoning Hearing Board and had obtained the signs variance approval in 2014 for the wall signs.

Current Request:

The Applicant, Morgan Properties, is proposing an additional three (3) new freestanding signs as follows:

- Sign 4A/4B - a double face unidentical internally illuminated freestanding sign, 86" wide x 170" high x 6" deep (101.53 SF). Sign 4A identifies the business name and address and visitors entrance. Sign 4B on the opposite side (180 degrees) from Sign 4A identifies the business name and address and provides direction for deliveries. This freestanding sign is proposed to be located at the northwestern building corner adjacent to the parking lot entrance. Since the double face of the sign is not identical, both sides of the sign must be included in the total sign area; therefore, this freestanding sign has a total sign area of 203.06 SF.
- Sign 5 - an internally illuminated freestanding sign, 28" wide x 62" high x 4" deep (12.06 SF). Sign 5 identifies the business name and visitors entrance. This freestanding sign is proposed to be located at the southwestern corner of the building adjacent the parking lot and main entrance to the business.
- Sign 6 - an L-shaped internally illuminated freestanding sign, 28" wide x 90" high x 2" deep (17.50 SF). Sign 6 identifies the business name and address and provides direction for deliveries. Since Sign 6 is an L-shaped sign with a sign angle greater than 45 degrees, both sides of the sign must be included in the total sign area; therefore, this freestanding sign has a total sign area of 35 SF. This freestanding sign is proposed to be located at the northeastern building corner facing Washington Street and Poplar Street.

The Applicant is seeking variances from Sections §27-1714.1.A and §27-2109.5 of the Conshohocken Borough Zoning Ordinance to permit the additional three (3) new freestanding signs for the building, for a total of six (6) freestanding and wall signs for the building, whereas only a total of two (2) freestanding or wall signs for a corner property is permitted within the SP-2 zoning district and where such permanent type structures are prohibited within the Floodplain Conservation Overlay District.

Zoning Determination:

The above referenced property is located within the SP - 2 - Specially Planned District 2 zoning district and is subject to the code provisions of Part 21 - Signs, as well as, the Part 17 - FP - Floodplain

Conservation Overlay District of the Conshohocken Borough Zoning Ordinance of 2001.

Per Section 27-2102 of the signs regulations, a freestanding sign is defined as a self-supporting sign resting on, or supported by means of poles or standards, either on the ground or on the roof of a building. The proposed three (3) new signs for the building will be self-supporting and resting on the ground and are considered freestanding signs.

Per Section 27-2109.5 of the signs regulations permit one (1) freestanding sign or wall sign per building and corner properties are allowed one additional freestanding or wall sign provided its total area does not exceed the linear frontage of the building's façade for the side on which the sign is placed or 75 SF, whichever is less. The sign may be illuminated, either directly or indirectly.

The property had previously obtained a zoning variance in 2014 to permit three (3) parallel wall signs on the building. The additional three (3) free standing signs for the building will total six (6) signs for the building when only a maximum of two (2) signs for corner properties is permitted in accordance with Section 27-2109.5. Additionally, proposed Sign 4A/4B at a total sign size of 203.06 SF will exceed the permitted maximum 75 SF sign size which is the lesser of the building façade footage. Therefore, a variance from Section 27-2109.5 will be required to permit a total of six (6) freestanding or wall signs for the corner property when only a maximum total of two (2) freestanding or wall signs is permitted for a corner property; and to permit one (1) of the freestanding signs (Sign 4A/4B) at a total sign size of 203.06 SF to exceed the maximum 75 SF sign size which is the lesser of the building façade footage.

Per Section 27-1702.1, the floodplain conservation district is defined as a district applicable to those areas of the Borough of Conshohocken subject to inundation by the waters of the one-percent annual chance flood as delineated on the Flood Insurance Rate Map (FIRM) of Montgomery County, PA as prepared by FEMA. Based on the FEMA FIRM for the site, proposed Signs 4A/4B and 6 will be located within the 100-year floodplain and Sign 5 will be located within the 500-year floodplain.

Per Section 27-1714.1.A, no new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the 100-year floodplain. Per Section 27-202, a structure is defined as any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the ground. The proposed freestanding Signs 4A/4B and 6 are considered structures that will be permanently affixed to the ground and located within the 100-year floodplain. Therefore, the Applicant will be required to obtain a variance from Code Section 27-1714.1.A to permit the freestanding signs, which are considered permanent structures, to be located within the 100-year floodplain when permanent structures are prohibited within the floodplain.

Relief requested from the code provisions of Part 17, FP - Floodplain Conservation overlay district of the Zoning Ordinance, is subject to Articles F - Variances and Article G - Technical provisions Upon Grant of Variances.



**KLEHR HARRISON
HARVEY BRANZBURG LLP**

Leonard B. Altieri III
Direct Dial: (215) 569-4364
Email: laltieri@klehr.com

November 8, 2023

Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

**Re: Morgan Properties Acquisition Company, LLC
Millennium III, 227 Washington Street, Conshohocken, PA
Zoning Application**

Dear Sir/Madam:

Please be advised that this firm represents the above-named applicant, Morgan Properties Acquisition Company, LLC (“Applicant”). On behalf of Applicant please find the following enclosed:

- One (1) original and two (2) copies of the Zoning Hearing Board Application, along with two (2) copies of the Addendum;
- Two (2) copies of the signage plan, prepared by DII, dated July 13, 2023;
- Two (2) copies of the Special Warranty Deed dated December 19, 2018 between SFIII Conshohocken, LLC and Millennium III Office Owner LLC;
- One (1) check in the amount of \$500.00 made payable to the Borough of Conshohocken for the Application fee; and
- One (1) check in the amount of \$1,500.00 made payable to the Borough of Conshohocken for the required Escrow.

Please:

- Confirm receipt of the completed application and advise of the date that this application will be scheduled for a public hearing before the Borough of Conshohocken Zoning Hearing Board; and
- Provide me with advance notice of any meeting of any board, commission, agency, or committee which intends to discuss or consider this Application.



Should you have any questions, or need any additional information, please do not hesitate to contact the office. Thank you.

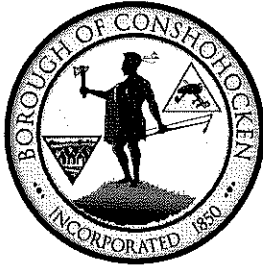
Very Truly Yours,

Klehr Harrison Harvey Branzburg

Leonard B. Altieri, III

Leonard B. Altieri, III

LBA:mb
Enclosures



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

Zoning Application

Application: _____

Date Submitted: _____

Date Received: _____

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:

See attached Addendum

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

Millennium III, 227 Washington Street, Conshohocken, PA

4. Applicant's Name: Morgan Properties Acquisition Company, LLC

Address: 160 Clubhouse Road, King of Prussia, PA 19406

Phone Number (daytime): 919-259-6233

E-mail Address: jnickel@morganproperties.com

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

6. Property Owner: Millennium III Office Owner, LLC

Address: 160 Clubhouse Road, King of Prussia, PA 19406

Phone Number: 919-259-6233

E-mail Address: jnickel@morganproperties.com

7. Lot Dimensions: 13.49AC Zoning District: SP-2

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

Yes No If yes, please describe.

Building expansion at the southwest and southeast corners of the 227 Washington Street office building. Each corner expansion is roughly 20' x 30' and will include supporting sidewalk.

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

The overall property consists of two office buildings. The existing office buildings are approximately 100' x 377'. The overall property is supported by surface parking, driveways, and open green space.

10. Please describe the proposed use of the property.

The project intends to keep the same use for the overall property.

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

Applicant is proposing the installation of three internally illuminated signs, one (1) identification sign; and two (2) directory signs.

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

See attached Addendum.

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

a. The unique characteristics of the property: See attached Addendum.

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

c. How the proposal is consistent with the character of the surrounding neighborhood. _____
See attached Addendum.

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.
See attached Addendum.

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.

N/A

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.

N/A

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

N/A

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

N/A

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

a. Attorney's Name: Matthew J. McHugh, Esq. / Leonard B. Altieri, III, Esq.

b. Address: 1835 Market Street, Suite 1400, Philadelphia, PA 19103

c. Phone Number: 215-569-1662

d. E-mail Address: MMcHugh@klehr.com / LAltieri@klehr.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.

Joseph P. ... III
Applicant's Attorney

Millennium III Office Owner, LLC
Legal Owner

11-8-23
Date

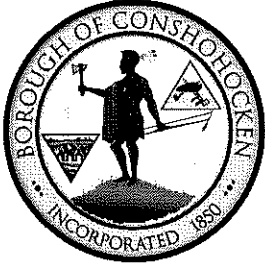
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 8th day of November, 2023.

Celeste A. Stellabott
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal Celeste A. Stellabott, Notary Public Philadelphia County My commission expires February 24, 2025 Commission number 1160045 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

(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: _____

**BOROUGH OF CONSHOHOCKEN
ZONING HEARING BOARD**

ADDENDUM TO ZONING HEARING BOARD APPLICATION

Applicant: Millennium III Office Owner LLC
160 Clubhouse Road
King of Prussia, PA 19406

Owner: Millennium III Office Owner LLC
160 Clubhouse Road
King of Prussia, PA 19406

Subject Property: Millennium III
227 Washington Street
Conshohocken, PA
Tax Parcel: 05-00-11856-94-6

Attorney: Matthew J. McHugh, Esquire
Leonard B. Altieri, III, Esquire
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
MMcHugh@klehr.com / LAltieri@klehr.com
215-569-1662 / 215-569-4364

Relief Requested:

1. A variance from Section 27-2109(5) of the Borough of Conshohocken Zoning Ordinance (the “Zoning Ordinance”) to permit three (3) freestanding signs, whereas a total of two (2) freestanding or wall signs per building is permitted on a corner property.

Summary of Application:

The overall parcel which the Subject Property is located consists of 13.49 acres (578,769 sqft) and is in the “Specially Planned District 2 “SP-2 Zoning District.” The Subject Property is a 36,157 sqft (.830 acres) condo unit that is improved with a three (3) story commercial office building that previously recently served as the headquarters for AmerisourceBergen with associated parking, open space, walkways, landscaping and lighting.

Applicant is an affiliated entity of Morgan Properties. As part of their corporate headquarters relocation to the Millennium III building, the Applicant is proposing the installation

of three freestanding signs. The applicant is proposing the installation of one (1) double sided monument sign; one (1) building entry sign; and, one (1) deliveries sign. The applicant is also proposing wall signage which is not the subject of this application. The proposed signage is consistent with the signage for other similar office complexes in the area and is reasonable and necessary to adequately identify to passing motorists the location of Applicant's business, as well provided the necessary directional support for guests and deliveries.

Legal Standard:

In considering an application for a variance, the Zoning Hearing Board is required to apply the provisions of Section 10910.2 of the Pennsylvania Municipalities Planning Code. Section 10910.2 provides that the Zoning Hearing Board has the authority to grant a variance if it finds that the Applicant has met its burden with respect to the following five elements:

- (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 particular property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the Zoning 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 Zoning Ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- (3) That such unnecessary hardship has not been created by the appellant.
- (4) That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.
- (5) That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

53. P.S. §10910.2(a).

In determining whether the Applicant has established the existence of an unnecessary hardship, the Pennsylvania Supreme Court has stated that the Zoning Hearing Board may consider multiple factors including the economic detriment to the applicant if the variance was denied, the financial hardship created by any work necessary to bring the building into strict compliance with the zoning requirements and the characteristics of the surrounding neighborhood. Hertzberg v. Zoning Board of Adjustment of Pittsburgh, 721 A.2d 43, 50 (Pa. 1998).

Conclusion:

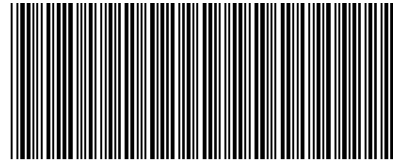
At the time of public hearing on this matter, Applicant will present sufficient credible evidence and testimony to demonstrate that it is entitled to the requested variances in accordance with the provisions of the Pennsylvania Municipality Planning Code and applicable caselaw.



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6119 PG 02340 to 02347.1
INSTRUMENT # : 2018087768
RECORDED DATE: 12/24/2018 12:48:36 PM



4310420-0022B

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 9

Document Type: Deed
Document Date: 12/19/2018
Reference Info:

Transaction #: 4496130 - 4 Doc(s)
Document Page Count: 7
Operator Id: ebossard

RETURN TO: (Simplifile)
MONTGOMERY MADISON ABSTRACT, LP
1125 OCEAN AVE STE 1010
LAKEWOOD, NJ 08701
(732) 333-2686

PAID BY:
MONTGOMERY MADISON ABSTRACT LP

*** PROPERTY DATA:**
Parcel ID #: 05-00-11856-94-6
Address: 227 WASHINGTON ST
CONDO B
PA
Municipality: Conshohocken Borough
(100%)
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$10.00
TAXABLE AMOUNT: \$15,046,000.00

DEED BK 6119 PG 02340 to 02347.1
Recorded Date: 12/24/2018 12:48:36 PM

FEES / TAXES:

Recording Fee:Deed	\$86.75
Affidavit Fee	\$1.50
Additional Pages Fee	\$6.00
Affordable Housing Pages	\$6.00
State RTT	\$150,460.00
Conshohocken Borough RTT	\$75,230.00
Colonial School District RTT	\$75,230.00
Total:	\$301,020.25

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

After recording, please return to:

Peter L. Kogan
 REED SMITH LLP
 Reed Smith Centre
 225 Fifth Avenue
 Pittsburgh, PA 15222-2716

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 05-00-11856-94-6 CONSHOHOCKEN BOROUGH
 227 WASHINGTON ST CONDO B
 SF III CONSHOHOCKEN LLC \$15.00
 B 018 L B U 024 4500 12/24/2018 JU

PARCEL NO. 05-00-11856-94-6

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is dated as of December 19, 2018 but made effective as of December 20, 2018.

SFIII CONSHOHOCKEN, LLC, a Delaware limited liability company, whose mailing address is c/o Stabilis Capital Management, LP, 767 Fifth Avenue, 12th Floor, New York, NY 10153, Attn: Joseph J. Tusso ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by MILLENNIUM III OFFICE OWNER LLC, a Delaware limited liability company, whose mailing address is 160 Clubhouse Road, King of Prussia, PA 19406, Attn: Michael Schecter ("Grantee"), the receipt and sufficiency of which consideration are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee the following (collectively the "Property"):

ALL that certain real property described on the attached Exhibit "A", together with all improvements thereon and appurtenances thereto, and all the estate, right, title, interest, property, claim and demand whatsoever, of the said Grantor, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

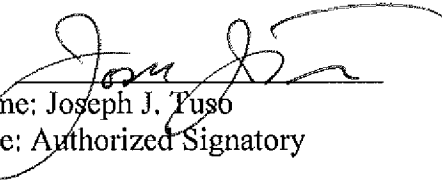
UNDER AND SUBJECT to all matters of record, without intending to reimpose the same, provided that such matters remain operative and valid in connection with the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby covenants and agrees that Grantor will WARRANT SPECIALLY the property hereby conveyed.

[Signature page follows.]

GRANTOR

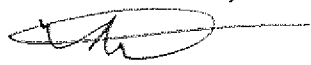
SFIII CONSHOHOCKEN, LLC, a Delaware limited liability company

By: 
Name: Joseph J. Tusso
Title: Authorized Signatory

STATE OF NEW YORK
COUNTY OF NEW YORK

On this, the 19th day of December, 2018, before me, the undersigned officer, personally appeared Joseph J. Tusso, who acknowledged himself to be the Authorized Signatory of SFIII CONSHOHOCKEN, LLC, a Delaware limited liability company, and that he as such Authorized Signatory 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 such Authorized Signatory.

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



Notary Public

Printed Name: Karen Duong

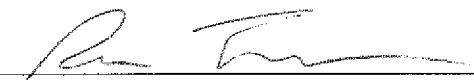
My Commission Expires: 1/29/22



CERTIFICATE OF RESIDENCE

I, the undersigned, do hereby certify that the precise residence of Grantee is: 160 Clubhouse Road, King of Prussia, PA 19406, Attn: Michael Schechter

Witness my hand and seal this 20th day of December, 2018.



Agent for Grantee

EXHIBIT A**Legal Description**

ALL THAT CERTAIN unit designated as Unit Number B named and identified in the Declaration of Condominium referred to below as Millennium, a Condominium located in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 P.S.A. Section 3101, et. Seq., by the recording in the Office of the Recorder of Deeds in and for the County of Montgomery, of a Declaration of Condominium recorded in Deed Book 5335 Page 2384, being and designated in such Declaration as Unit No. B, together with a proportionate undivided interest in the Common Elements, as defined in such Declaration and any and all Amendments thereto, as the same may change from time to time. First Amendment recorded in Deed Book 5667 Page 2249, Second Amendment recorded in Deed Book 5691 Page 2492 and Third Amendment recorded in Deed Book 5805 Page 1514.

TOGETHER with all right, title and interest of, in and to the Limited Common Elements designated for this this Unit in the Declaration of Condominium including the Plats and Plans.

BEING PARCEL NO. 05-00-11856-94-6

BEING a portion of the premises which Washington Street Associates II, L.P., a Pennsylvania limited partnership, by Deed in Lieu of Foreclosure dated 04/11/2016 and recorded 04/13/2016 in Montgomery County at Deed Book 5994 Page 2966, granted and conveyed unto SFIII Conshohocken, LLC, a Delaware limited liability company, in fee.

...

EXHIBIT B**Permitted Exceptions**

1. All matters shown on the Plan as recorded in the Recorder's Office of Montgomery County, Pennsylvania in Plan Book 30 Page 197.
2. Rights granted to Verizon of Pennsylvania, Inc. as set forth in Deed Book 5407 Page 1027, Deed Book 5407 Page 1031, and Deed Book 5407 Page 1035.
3. Rights, Liberties, Privileges and Easements as set forth in Deed Book 2664 Page 311, Deed Book 2920 Page 186, and Deed Book 5254 Page 1348.
4. Parking Garage and Access Easement Agreement by and between Washington Street Associates II, L.P., Millennium Condominium Association, and Conshohocken Associates, LP as set forth in Deed Book 5499 Page 2217, as amended and restated pursuant to that certain Amended and Restated Parking Garage and Access Easement Agreement recorded in Deed Book 5642 Page 1733.
5. Site Development Agreement by and between Borough of Conshohocken and Washington Street Associates II, L.P., Washington Street Associates IV, L.P., Washington Street Associates V, L.P., Washington Street Associates VI, L.P., Washington Associates, L.P., as set forth in Deed Book 5669 Page 505., as assigned pursuant to that certain Assignment of Site Development Agreement and Maintenance Escrow Agreement recorded in Deed Book 5807 Page 77.
6. Permitted Exceptions as set forth in Deed Book 5994 Page 2977.
7. Any matters disclosed by an ALTA/NSPS survey made by MDM for Commercial due Diligence Services on January 19, 2018, last revised January 30, 2018, designated Job Number 17-12-0195:013.
8. Public and private rights to that portion of the Property lying in the bed of Poplar Street.
9. All matters shown on the Plan as recorded in the Recorder's Office of Montgomery County, Pennsylvania in Plan Book A44 Page 1, and Plan Book 30 Page 197.
10. Rights granted to Philadelphia Electric Company as set forth in Deed Book 3410 Page 239, Deed Book 4029 Page 144, Deed Book 4029 Page 146 and Deed Book 5084 Page 1006.
11. Cross-Easement Agreement by and between AMCAR Associates and David Smith Steel Company, Inc. as set forth in Deed Book 4685 Page 354.
12. Easement by and between AMCAR Associates, and Lawrence H. Brown and Charles A. Bradley as set forth in Deed Book 4699 Page 1974.

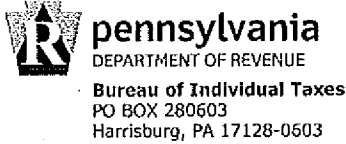
13. Rights granted to The Bell Telephone Company as set forth in Deed Book 4706 Page 260.
14. Easement by and between Montgomery County Industrial Development Authority, AMCAR Associates, and Lawrence H. Brown and Charles A. Bradley as set forth in Deed Book 4720 Page 467.
15. Landlord/Mortgagee Consent and Waiver by and between SCS Partnership and Carson Concrete Corporation as set forth in Deed Book 4921 Page 2300.
16. Terms and conditions of Lease to Floating Corporation as evidenced by an Agreement thereof recorded in Deed book 5080 Page 733, lessor's interest as assigned to Washington Street Associates II, L.P. by Assignment and Assumption of Lease recorded in Deed Book 5307 Page 1823 and lessee's interest as assigned to WSA II Boat, LLC, as permitted nominee or assignee of O'Neill Properties Group, L.P. by Assignment and Assumption of Lease recorded in Deed Book 5307 Page 1831.
17. Rights granted to Bell Atlantic Pennsylvania as set forth in Deed Book 5129 Page 1674, and Deed Book 5138 Page 1889.
18. Conditions and Reservations as set forth in Deed Book 5240 Page 661.
19. Access, Parking and Utilities Easement Agreement by and between Washington Street Associates, L.P. and Washington Street Associates II, L.P. as set forth in Deed Book 5309 Page 1621.
20. Declaration of Access and Utilities Easement as set forth in Deed Book 5309 Page 1641, as assigned pursuant to Memorandum of Assignment of Declaration of Access and Utilities Easement recorded in Deed Book 5642 Page 1600.
21. Protective Covenants Agreement by and between Washington Street Associates II, L.P., Millennium Condominium Association, and Washington Street Associates, L.P. as set forth in Deed Book 5335 Page 2358, as amended pursuant to (i) that certain Amendment to Protective Covenants Agreement recorded in Deed Book 5450 Page 2014 and (ii) that certain Amended and Restated Protective Covenants Agreement recorded Deed Book 5588 Page 1216, subject to Notices Pursuant to Amended and Restated Protective Covenants Agreement recorded in Deed Book 5594 Page 217, Deed Book 5668 Page 1152, Deed Book 5668 Page 1158, Deed Book 5962 Page 1791, Deed Book 5962 Page 2078, and Deed Book 5963 Page 846.
22. Covenants, conditions, restrictions, easements, limitations, reservations, terms, lien rights, provisions and charges, including, but not limited to, the use of, and the rights of others in and to the use of common elements, as set forth in the Declaration of Condominium, recorded 10/20/2000 as Deed Book 5335 Page 2384, Amended and Restated Declaration of Condominium recorded on 04/11/2007 in Deed Book 5642 Page 1661, First Amendment to Amended and Restated Declaration of Condominium recorded on 10/09/2007 in Deed Book 5667 Page 2249, Second Amendment to Amended and Restated Declaration of Condominium recorded on 05/08/2008 in Deed Book 5691 Page 2492, Third Amendment

- to Amended and Restated Declaration of Condominium recorded on 06/28/2011 in Deed Book 5805 Page 1514, and any and all subsequent amendments thereto.
23. Condominium Declaration Estoppel and Agreement recorded in Deed Book 5642 Page 1760.
 24. Easement Agreement and Estoppel Agreement recorded in Deed Book 5642 Page 1775.
 25. Rights granted to Verizon Pennsylvania, Inc. as set forth in Deed Book 5407 Page 1027, Deed Book 5407 Page 1031, and Deed Book 5407 Page 1035.
 26. Parking Garage and Access Easement Agreement by and between Washington Street Associates II, L.P., Millennium Condominium Association, and Conshohocken Associates, LP as set forth in Deed Book 5499 Page 2217, as amended and restated pursuant to that certain Amended and Restated Parking Garage and Access Easement Agreement recorded in Deed Book 5642 Page 1733.
 27. Easement Agreement by and between Washington Street Associates Residential Partners, L.P., Washington Street Associates II, L.P., Washington Street Associates IV, L.P., and Millennium Condominium Association as set forth in Deed Book 5588 Page 1245, subject to Notice Regarding Easement Agreement recorded in Deed Book 5594 Page 223.
 28. Access, Parking and Construction Cross Easement Agreement by and between Washington Street Associates II, L.P., Washington Street Associates IV, L.P., Millennium Condominium Association, and The Borough of Conshohocken as set forth in Deed Book 5667 Page 2205.
 29. Site Development Agreement by and between Borough of Conshohocken, and Washington Street Associates II, L.P., Washington Street Associates IV, L.P., Washington Street Associates V, L.P., Washington Street Associates VI, L.P., Conshohocken Associates, L.P. as set forth in Deed Book 5669 Page 505, as assigned pursuant to that certain Assignment of Site Development Agreement and Maintenance Escrow Agreement recorded in Deed Book 5807 Page 77.
 30. Parking Easement Agreement by and between Washington Street Associates IV, L.P., Washington Street Associates VI, L.P., and Washington Street Associates II, L.P. as set forth in Deed Book 5811 Page 540.
 31. Access Easement and Cooperation Agreement by and between Washington Street Associates II, L.P., Londonbury Apartments, LP, and Borough of Conshohocken Sewer Authority as set forth in Deed Book 5886 Page 1222.
 32. Deed of Easement and Dedication of Sanitary Sewer Facilities Located in Borough of Conshohocken, Montgomery County, Pennsylvania by and between Washington Street Associates II, L.P., Londonbury Apartments, LP, and Borough of Conshohocken Sewer Authority as set forth in Deed Book 5886 Page 1238.
 33. Riparian rights of others in and to Schuylkill River crossing or abutting Property.

34. Laws and authority of the Federal and State governments, their political subdivisions and agencies, to regulate commerce and navigation over that portion of the Property extending beyond the high water marks of Schuylkill River; and to exert governmental title and ownership in the area lying beyond the original low water mark.

UNOFFICIAL COPY
DEED 6119 02340

REV-183 EX (2-15)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	\$150,460.00
Book Number	6119
Page Number	02340
Date Recorded	12/24/2018 12:48:36 PM

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Peter L. Kogan	Telephone Number: (412) 288-7181
Mailing Address 225 Fifth Avenue	City Pittsburgh
	State PA
	ZIP Code 15203

B. TRANSFER DATA

Date of Acceptance of Document 12/24/2018	
Grantor(s)/Lessor(s) SFIII Conshohocken, LLC	Telephone Number: (212) 256-8970
Grantee(s)/Lessee(s) Millennium III Office Owner LLC	Telephone Number:
Mailing Address 767 Fifth Avenue, 12th Floor	Mailing Address 160 Clubhouse Road
City New York	State NY
ZIP Code 10153	City King of Prussia
	State PA
	ZIP Code 19406

C. REAL ESTATE LOCATION

Street Address 227 Washington Street	City, Township, Borough Conshohocken
County Montgomery	School District Colonial School District
	Tax Parcel Number 05-00-11856-946

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 15,046,000.00	2. Other Consideration +0.00	3. Total Consideration = 15,046,000.00
4. County Assessed Value 6,336,620.00	5. Common Level Ratio Factor x 1.96	6. Computed Value = 12,419,187.20

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--------------------------------------------	-----------------------------------------------------------------	-----------------------------------------------------------

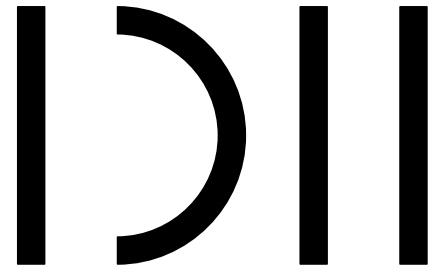
2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>[Signature]</i>	Date 12/18/18
-----------------------------------------------------------------------	------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



PROPOSAL

BRANDING DESIGN PROPOSAL FOR MORGAN PROPERTIES EXTERIOR SIGNAGE

PREPARED FOR

MORGAN PROPERTIES
227 WASHINGTON STREET
CONSHOHOCKEN, PA 19428
2ND, 3RD & MEZZANINE FLOORS

PROPOSAL DATE

07.13.2023

PROJECT NO.

20-272

PROJECT MANAGER


SAMANTHA REESE
SREESE@D2BRANDINGLLC.COM
484.801.0690

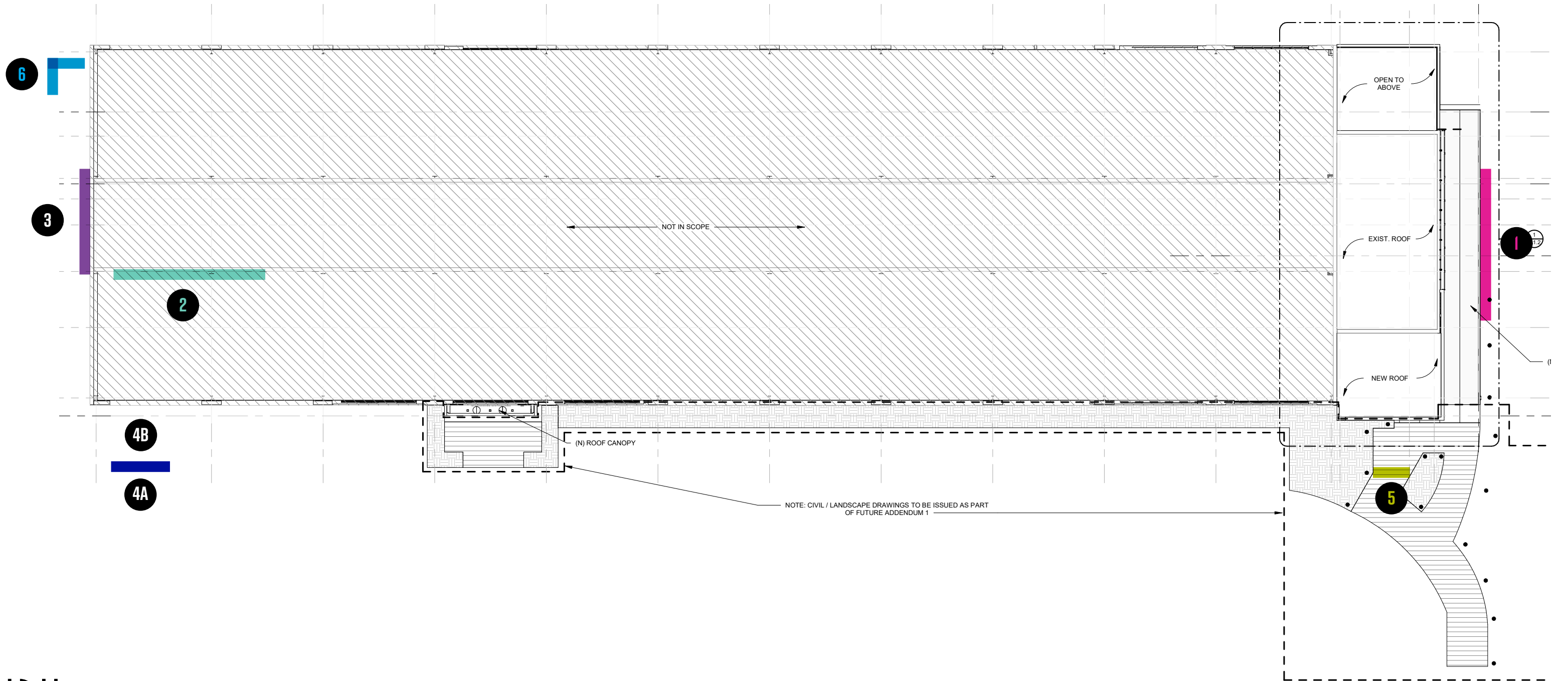
STATEMENT OF CONFIDENTIALITY

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. D2 Branding, LLC shall not be responsible for errors in plans, designs, specifications, copyright law violations, or drawings furnished by Client or for defects caused thereafter.

SITE PLAN 227 WASHINGTON STREET

KEY

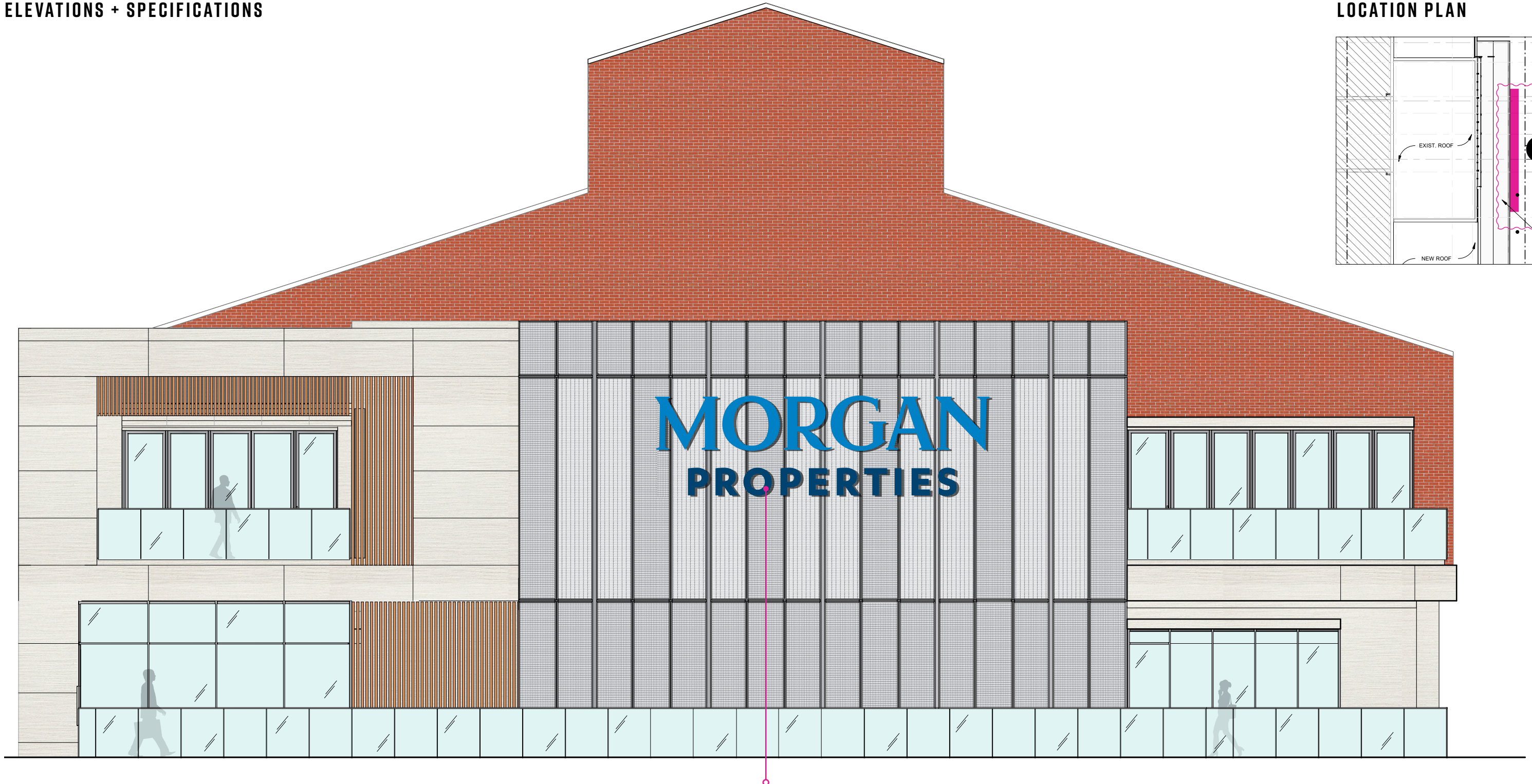
-  Facilit Building Façade Signage
-  Internally Illuminated Freestanding Entry Signage
-  Dimensional Backlit Façade Signage, *Option A*
-  Dimensional Backlit Façade Signage, *Option B*
-  Monument Signage
-  Deliveries Directional Signage



1. FAÇADE E FACELIT BUILDING SIGNAGE

ELEVATIONS + SPECIFICATIONS

LOCATION PLAN



1.1 Facelit Dimensional Signage

Overall Dimensions: 280" W x 83"H x 2" D

'Morgan' Dimensions: 280" W x 44" H x 2"D

'Properties' Dimensions: 226" W x 23" H x 2"D

Material: Weather tight aluminum channel letters with LED standard illumination inside, translucent acrylic faces that allow light to illuminate through front of letters

Color: Brushed aluminum channel letter frames, acrylic faces to match PMS 2377C, 2172C

Mounted: Mounted to metal mesh panel system with concealed stud mount hardware

1. FAÇADE E FACELIT BUILDING SIGNAGE, DETAILS

EXAMPLES



FACELIT SIGNAGE WITH ALUMINUM CHANEL LETTERS SHOWN DURING DAY



FACELIT SIGNAGE SHOWN DURING AT NIGHT

ARTWORK DETAILS



translucent acrylic faces of 'Morgan' to match PMS 2172C

translucent acrylic faces of 'Properties' to match PMS 2377C

COLOR PALETTE, BUILDING MATERIALS



From Left

Brand color - PMS 2172C

Brand color - PMS 2377C

Existing building brick

Exterior fiber cement panels

Metal wire mesh screen

Metal wire mesh screen

Wood-look vertical cladding

2. EMPLOYEE ENTRANCE NW BACKLIT BUILDING SIGNAGE

ELEVATIONS + SPECIFICATIONS



2.1 Facelit Dimensional Signage on Raceway Grid

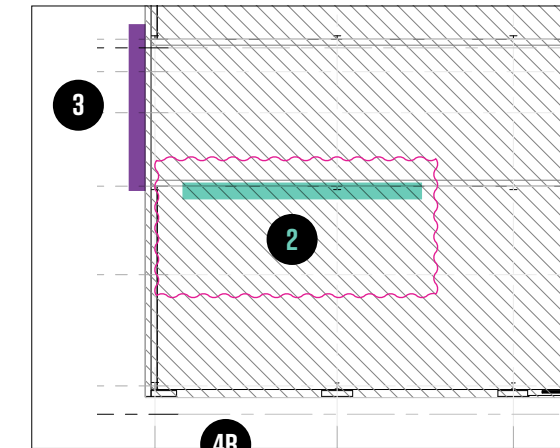
Overall Dimensions: 485" W x 30"H x 2" D

Material: Weather tight aluminum channel letters with LED standard illumination inside, translucent acrylic faces that allow light to illuminate through front of letters, aluminum raceway grid

Color: Brushed aluminum channel letter frames, acrylic faces to match PMS 2377C, 2172C, metal to match existing aluminum

Mounted: Raceway grid; Letters to be mounted on a tubular aluminum grid painted silver; grid to be mounted to existing window framing; all wiring & components will be housed inside the grid + in a remove location adjacent to the sign display area (power supplies).

LOCATION PLAN



2. EMPLOYEE ENTRANCE NW BACKLIT BUILDING SIGNAGE, DETAILS

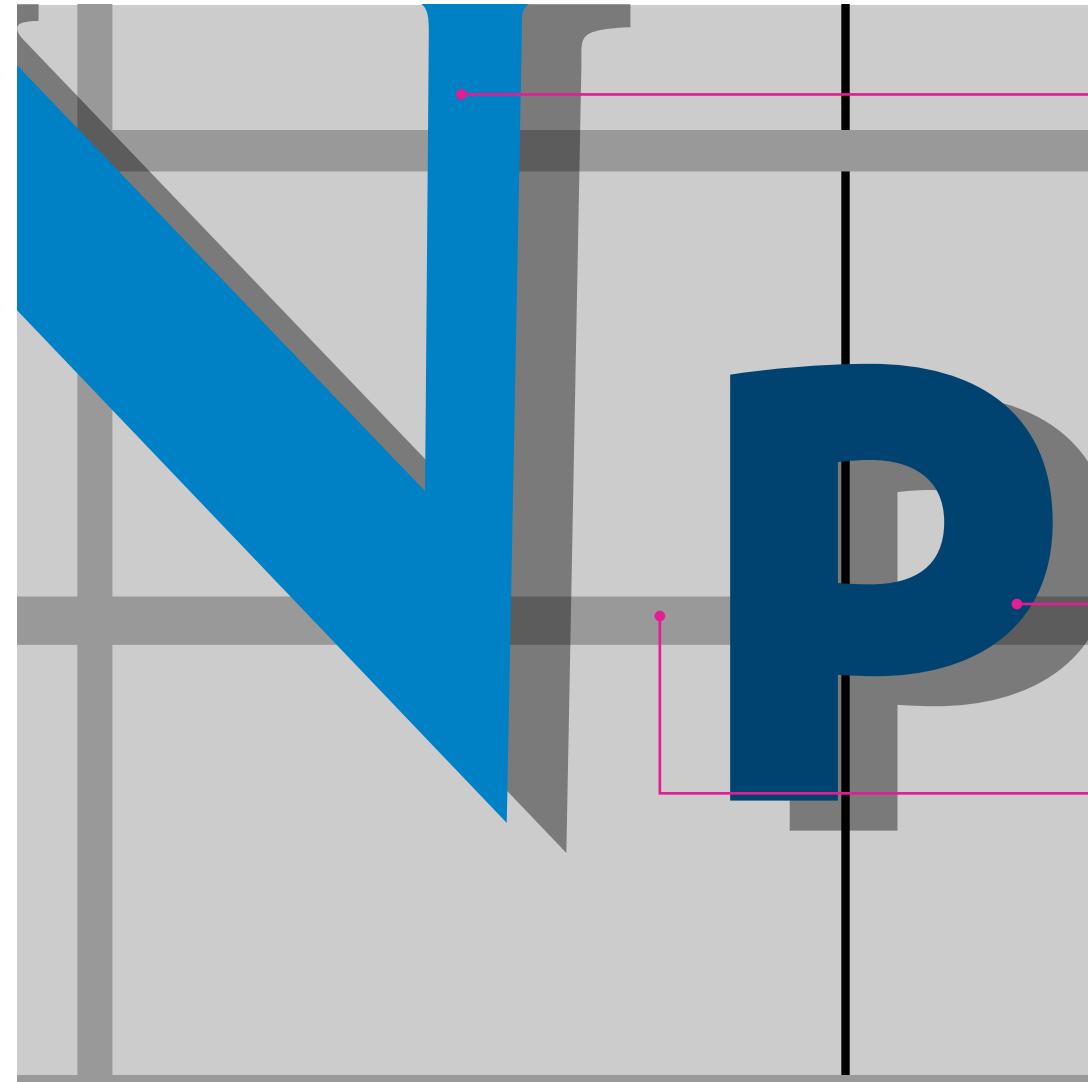
EXISTING CONDITION



EXAMPLE



ARTWORK DETAILS



COLOR PALETTE, BUILDING MATERIALS



From Left

Brand color - PMS 2172C

Brand color - PMS 2377C

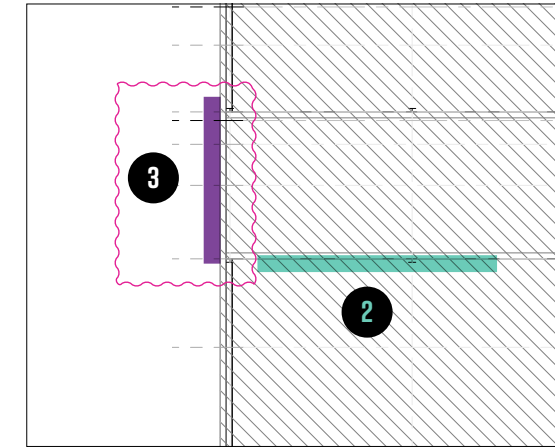
Existing building brick

3. FAÇADE W FACELIT BUILDING SIGNAGE

ELEVATIONS + SPECIFICATIONS



LOCATION PLAN



3.1 Facelit Dimensional Signage

Overall Dimensions: 245" W x 72" H x 2" D

'Morgan' Dimensions: 280" W x 38" H x 2" D

'Properties' Dimensions: 195" W x 19" H x 2" D

Material: Weather tight aluminum channel letters with LED standard illumination inside, translucent acrylic faces that allow light to illuminate through front of letters

Color: Brushed aluminum channel letter frames, acrylic faces to match PMS 2377C, 2172C

Mounted: Raceway; Letters to be mounted on a 8" x 6" aluminum raceway, painted to match the brick facade as closely as possible; all wiring & components will be housed inside the raceway; raceway to have concealed traps for access to wiring & power supplies.

3. FAÇADE W FACELIT BUILDING SIGNAGE, DETAILS

EXISTING CONDITION



EXAMPLES

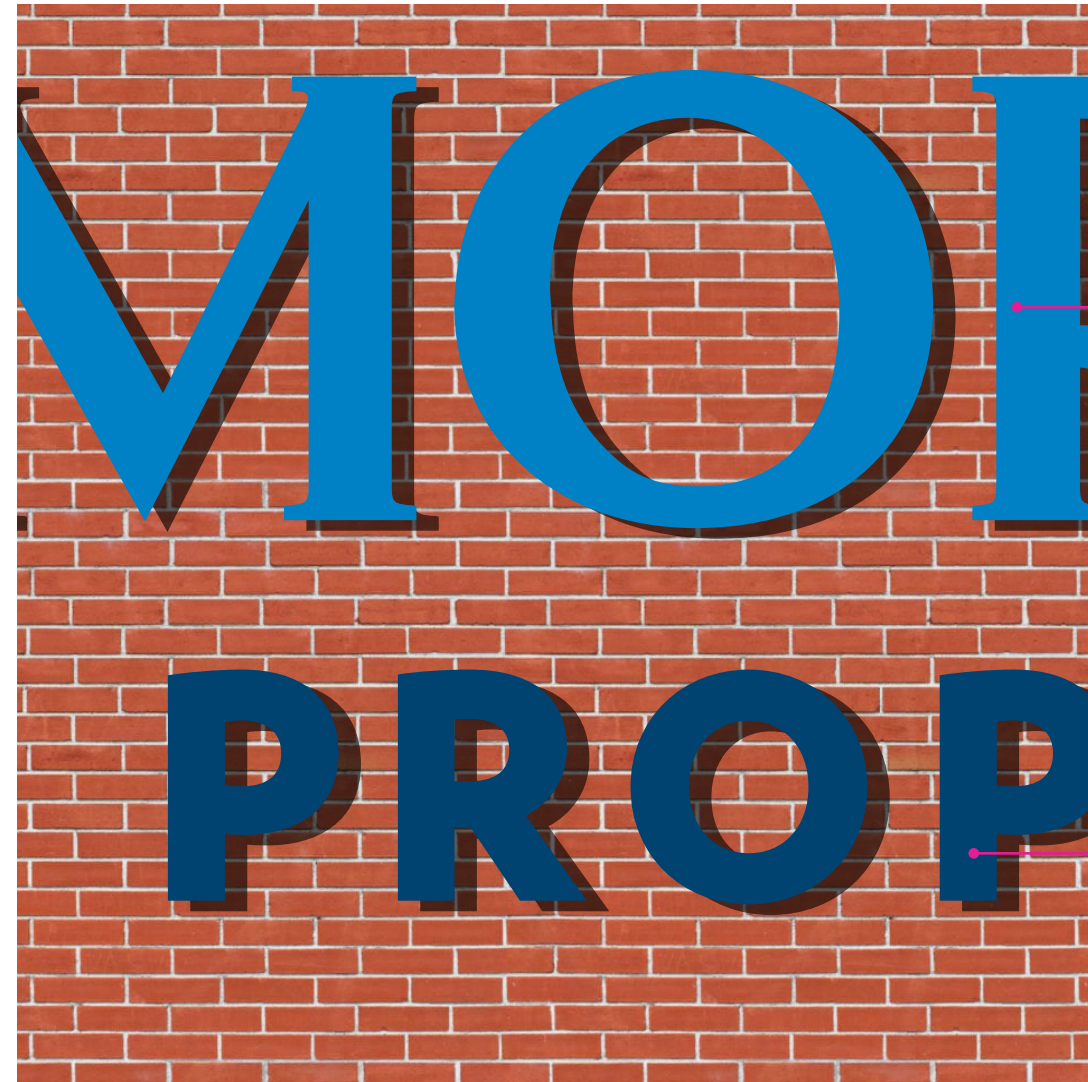


FACELIT SIGNAGE WITH ALUMINUM CHANEL LETTERS SHOWN DURING DAY



FACELIT SIGNAGE SHOWN DURING AT NIGHT

ARTWORK DETAILS



COLOR PALETTE, BUILDING MATERIALS



From Left
Brand color - PMS 2172C
Brand color - PMS 2377C
Existing building brick

4A/4B. EMPLOYEE ENTRANCE W MONUMENT SIGNAGE

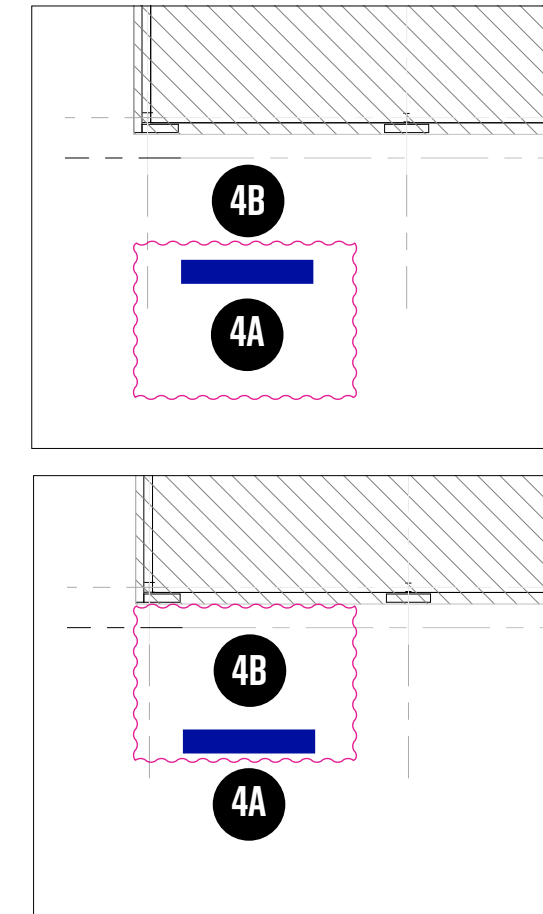
FULL ELEVATION



ELEVATIONS + SPECIFICATIONS



LOCATION PLAN



4A/4B.1 Internally Illuminated Monument Signage

Overall Dimensions: 86" W x 170"H x 6" D

'Morgan' Dimensions: 51" W x 7.75" H

'Properties' Dimensions: 41" W x 4" H

'227 Washington Street: 42" W x 2.5 H

Material: Painted aluminum frame with 1" wide wood look vertical slats that sit 1/2" proud of frame, with interior LED illumination panel cut out from slats with flush copy faced with translucent vinyl, address is cut vinyl

Color: PMS 2377C, PMS 2172C

Mounted: Vendor to confirm mounting method

4A/4B. EMPLOYEE ENTRANCE W MONUMENT SIGNAGE, DETAILS

EXISTING CONDITION



4A



4B

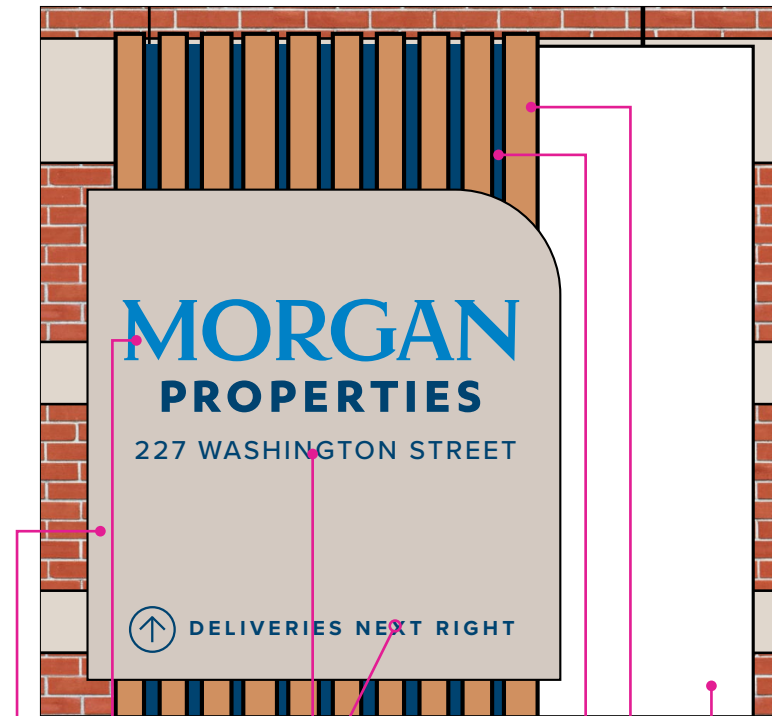
EXAMPLES



Clockwise From Top Left

- Mission and values taken from Morgan Properties site
- Freestanding signage with wood cladding accent and logo panel
- Internally illuminated text flush with panel

ARTWORK DETAILS



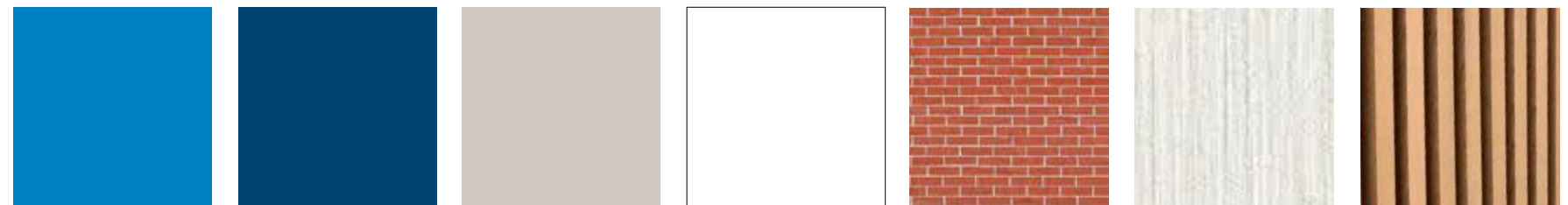
4A



4B

- cut vinyl text to match PMS 2377C
- remaining aluminum frame painted white
- wood-look vertical slats to match with exterior finish
- aluminum frame behind slats painted to match PMS 2377C
- cut vinyl text to match PMS 2377C
- logo to be internally illuminated and flush with panel, translucent vinyl to match PMS 2377C, 2171C
- internally illuminated panel painted PMS Warm Gray 2C

COLOR PALETTE, BUILDING MATERIALS



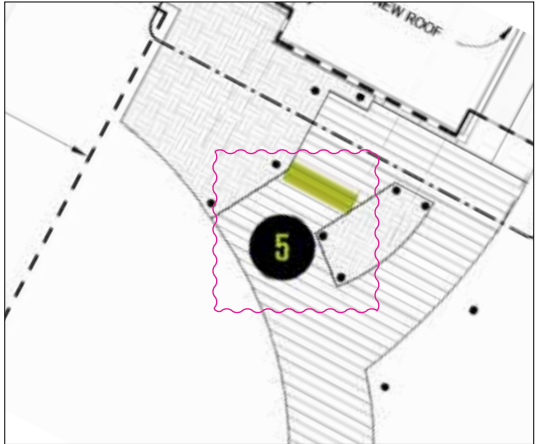
From Left

- Brand color - PMS 2172C
- Brand color - PMS 2377C
- Painted panel color - PMS Warm Gray 2C
- Painted white aluminum frame
- Existing building brick
- Exterior fiber cement panels
- Metal wire mesh screen
- Metal wire mesh screen
- Wood-look vertical cladding

5. MAIN ENTRY NW INTERNALLY ILLUMINATED FREESTANDING ENTRY SIGNAGE

ELEVATIONS + SPECIFICATIONS

LOCATION PLAN



5.1 Internally Illuminated Freestanding Signage
Overall Dimensions: 28" W x 62"H x 4" D
'Morgan Properties' Dimensions: 20" W x 5.75" H
'227 Washington Street' Dimensions: 16" W x 1" H
'Visitors Entrance' Dimensions: 16.75" W x 5"H, 1.5" text height
Material: 4" deep painted aluminum freestanding signage with base, wood look slats and internally illuminated panel as face, 'Morgan Properties' is flush with panel and illuminated, 'Visitors Entrance' is backlit dimensional acrylic
Colors: Signage panel painted to match PMS Warm Gray 2C
Mounted: Vendor to confirm mounting method

5. MAIN ENTRY NW INTERNALLY ILLUMINATED FREESTANDING ENTRY SIGNAGE, DETAILS

EXAMPLES



Clockwise From Top

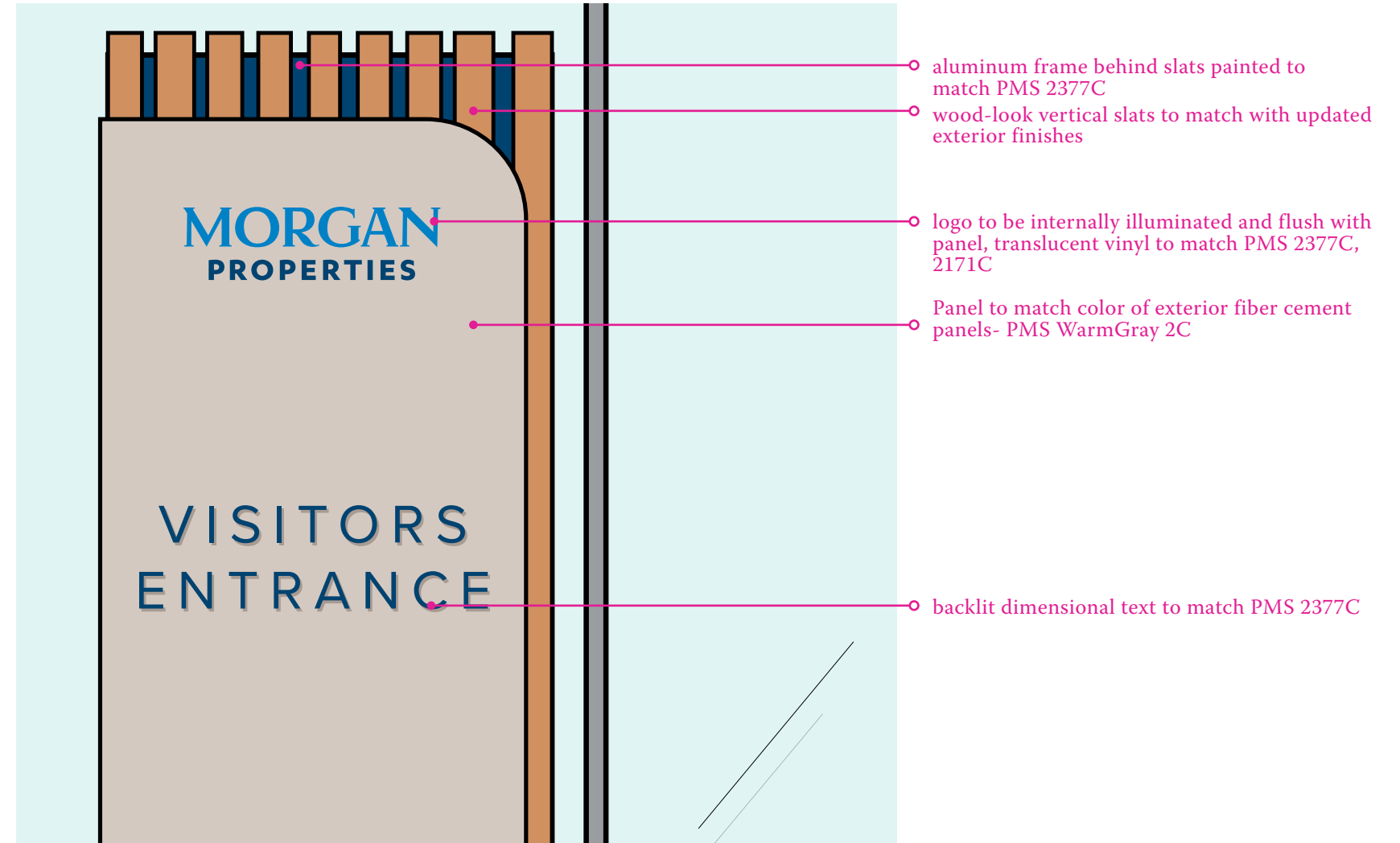
Mission and values taken from Morgan Properties site

Internally illuminated freestanding signage

Backlit dimensional text

Freestanding signage panel with wood slat accent

ARTWORK DETAILS



COLOR PALETTE, BUILDING MATERIALS



From Left

Brand color - PMS 2172C

Brand color - PMS 2377C

Existing building brick

Exterior fiber cement panels

Metal wire mesh screen

Metal wire mesh screen

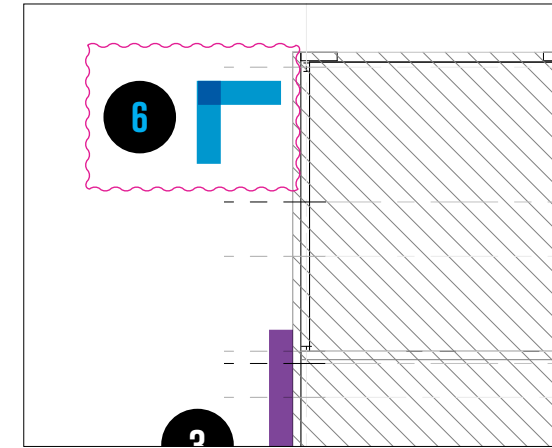
Wood-look vertical cladding

6. FAÇADE N FREESTANDING DIRECTIONAL SIGNAGE

FULL ELEVATION



LOCATION PLAN



ELEVATIONS + SPECIFICATIONS



6.1 Freestanding Directional L-Shape Signage
Overall Panel Dimensions: 28" W x 90"H x 2" D
'227' Dimensions: 280" W x 38" H
'Washington Street' Dimensions: 195" W x 19" H
'Deliveries' Dimensions: 195" W x 19" H
Material: Painted aluminum freestanding L-shaped 90 degree sign, internally illuminated text + graphics
Color: Aluminum sign painted to match exterior fiber cement panels, text is PMS 2377C
Mounted: Vendor to confirm mounting method

6. FAÇADE N FREESTANDING DIRECTIONAL SIGNAGE DETAILS

EXISTING CONDITION ADDRESS TAKES YOU TO THIS INTERSECTION



INSPIRATION + EXAMPLES



Clockwise From Left
 Non-illuminated freestanding L-shape directional signage
 Mission and values taken from Morgan Properties site
 Directional arrow taken from Morgan Properties site

ARTWORK DETAILS



internally illuminated text/graphics to match PMS 2377C

freestanding painted sign to match PMS Warm Gray 2C

logo to be internally illuminated and flush with panel, translucent vinyl to match PMS 2377C, 2171C

SIDE B

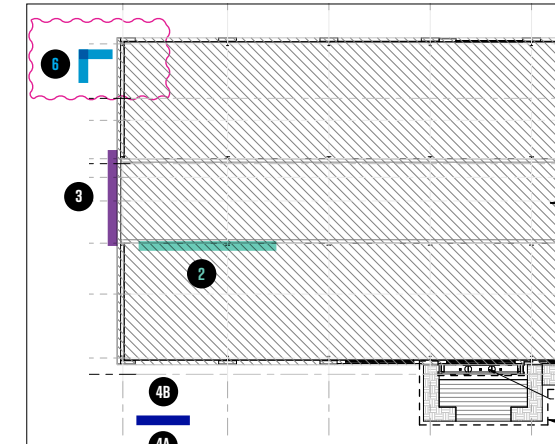
SIDE A

COLOR PALETTE

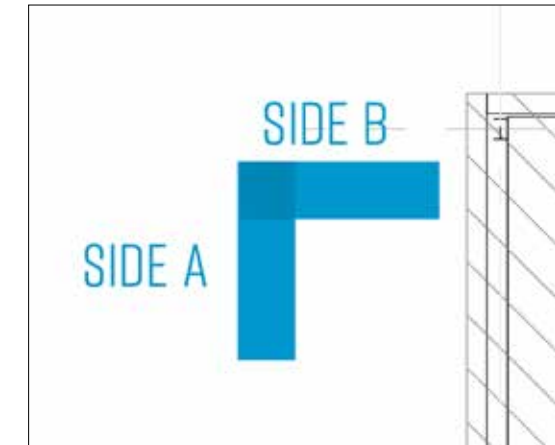


From Left
 Brand color - PMS 2377C
 Exterior fiber cement panels

LOCATION PLAN



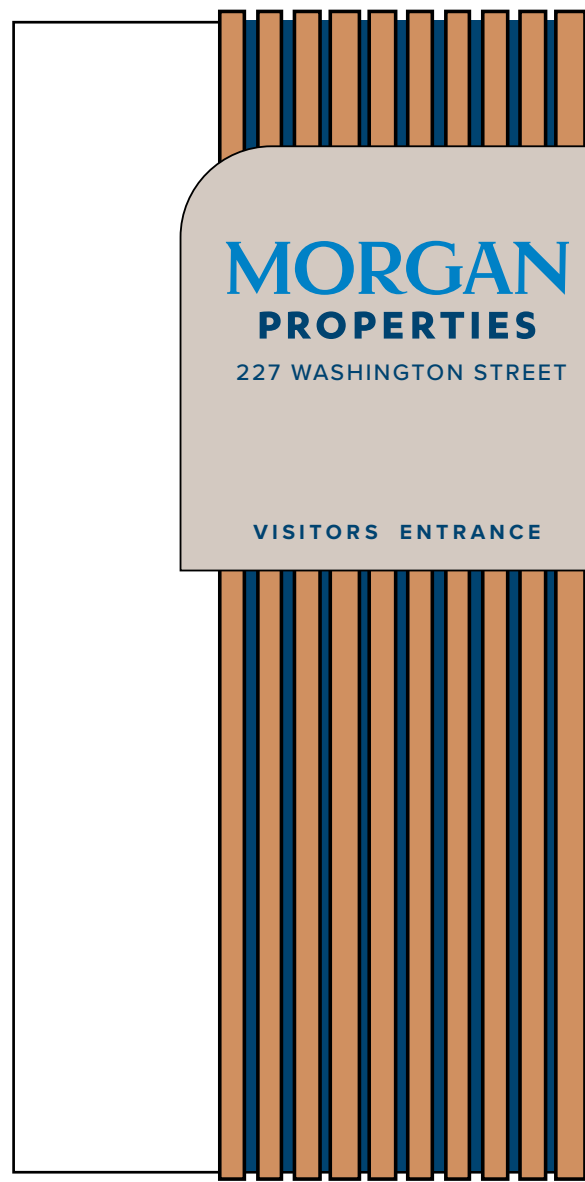
LOCATION DETAILS



4-6. SCHEME A EXTERIOR SIGNAGE FAMILY



4A. MONUMENT SIGNAGE



4B. MONUMENT SIGNAGE

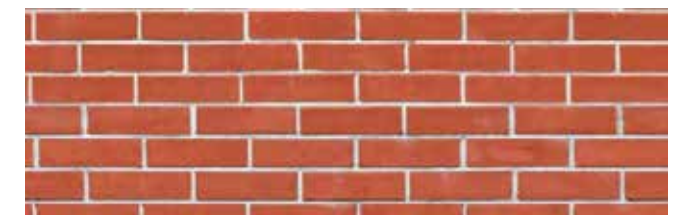
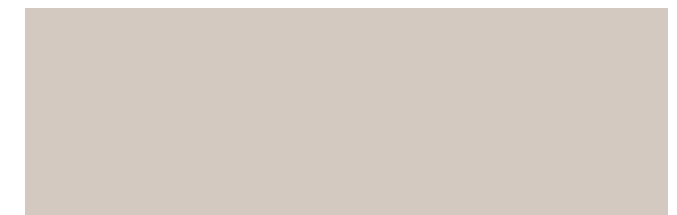


5. ENTRY SIGNAGE



6. DIRECTIONAL SIGNAGE

COLOR PALETTE, BUILDING MATERIALS





BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE NOVEMBER 20, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-19

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on November 20th, 2023, at 6:15 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: David Krmpotich and Jane Krmpotich

PREMISES INVOLVED: 422 West 6th Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: David Krmpotich and Jane Krmpotich
128 Archbishop Drive
Conshohocken, PA 19428

The petitioner is seeking a Special Exception pursuant to Section §27-703.B.(1) and a Variance from Section §27-1002 of the Conshohocken Borough Zoning Ordinance for a change in use of the existing nonconforming former salvage yard use to another nonconforming vehicle storage use related to a moving company business, and where a vehicle storage use is not a permitted use by right within the BR-1 – Borough Residential 1 zoning district.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements.

If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
Tina Sokolowski, Vice-President
Anita Barton, Member
Stacy Ellam, Member
Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: November 14, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 422 West Sixth Avenue - Zoning Determination

History of the Site:

422 West Sixth Avenue is an existing non-conforming property comprised of two (2) adjoining parcels (Premises A & B) with nonconforming uses fronting West Sixth Avenue. There are two (2) adjoining land parcels (Premises C & D) located to the rear and separated by an approximately 20 ft-wide unnamed alley. These two (2) adjoining rear parcels do not have a postal address and are commonly known as and associated with the 422 West Sixth Avenue property. The two (2) adjoining front parcels (Premises A & B) is comprised of an existing single-family detached dwelling; a converted garage to a mixed-use residential dwelling with office use; and a former automotive service garage. The two (2) adjoining rear land parcels (Premises C & D) was formerly used as a salvage yard.

The property is located within the BR-1 - Borough Residential District 1 zoning district. The two (2) adjoining front parcels (Premises A & B) of the site are fronted by West Sixth Avenue to the south; residential properties also located within the BR-1 zoning district to the east and west; and an approximately 20 ft-wide unnamed alley which separates the two (2) adjoining rear land parcels (Premises C & D) to the north. The two (2) adjoining rear land parcels (Premises C & D) is bounded by residential properties zoned in the BR-2 - Borough Residential District 2 to the west; residential properties zoned in the LI - Limited Industrial District 2 to the east; and the Sutcliffe Park to the north. Access to the two (2) adjoining rear land parcels (Premises C & D) is from the unnamed alley off at the end of Freeley Street or via the western front parcel of 422 West Sixth Avenue which fronts West Sixth Avenue.

Current Request:

The property owners are seeking a Special Exception pursuant to Section §27-703.B.(1) of the Conshohocken Borough Zoning Ordinance to change the use of the two (2) adjoining rear land parcels (Premises C & D) from a former salvage yard use to a vehicle storage use associated with a moving company business, which the Applicant believes would be an equally appropriate non-conforming use. In the alternative, the Applicants are also seeking a Variance from Section §27-1002 of the Conshohocken Borough Zoning Ordinance to permit a vehicle storage use on the site.

Zoning Determination:

Per Section §27-702.A of the Conshohocken Borough Zoning Ordinance, a nonconforming use is defined as the existing lawful use of land and/or buildings and/or structures upon the land which does not conform to any of the permitted uses of the district in which it is located. The site is located within the BR-1 – Borough Residential District One zoning district. The former garage and salvage yard on the site are not permitted uses by right within the BR-1 zoning district per Section §27-1002 of the Conshohocken Borough Zoning Ordinance; therefore, the former garage and salvage yard use is considered an existing nonconforming use.

Pursuant to Section §27-703.B.(1) of the Zoning Ordinance, 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 the Zoning Ordinance. Since vehicle storage associated with a moving company business (known as the “The Gentlemen Movers”) is also not a permitted use within the BR-1 zoning district, the Applicant is required to seek a Special Exception from the Conshohocken Borough Zoning Hearing Board to allow for the change in the nonconforming uses from the former garage and salvage yard to a vehicle storage use associated with a moving company business which is also a nonconforming use.

The Applicant is also seeking a Variance from Section §27-1002 of the Zoning Ordinance to permit the proposed vehicle storage use associated with a moving company business in the alternative to the Special Exception petition. A vehicle storage use associated with a moving company business is not a permitted use by right within the BR-1 zoning district. Therefore, the Applicant would be required to seek a variance from Section §27-1002 of the Zoning Ordinance in the alternative that the Special Exception petition be rejected by the Zoning Hearing Board.



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

Zoning Application

Application: _____
Date Submitted: _____
Date Received: _____

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:

Special Exception approval under Code 27-703.B(1) to change the existing nonconforming use of a salvage yard to an equally appropriate vehicle storage lot nonconforming use. In the alternative, Applicant requests a variance from Code 27-1002 to permit a vehicle storage lot on the Property.

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

Parcel No.'s: 05-00-08308-00-3; 05-00-08312-00-8

4. Applicant's Name: David and Jane Krmpotich

Address: 128 Archbishop Drive, Conshohocken, PA 19428

Phone Number (daytime): _____

E-mail Address: krmpotich@aol.com

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

6. Property Owner: See above.

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: See attached survey. Zoning District: BR-1 Borough Residential

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.

The Property is presently used as a salvage yard. The existing conditions and improvements on the Property are shown on the attached survey plan.

10. Please describe the proposed use of the property.

The Applicant proposes to use the Property as a vehicle storage lot.

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

The Applicant proposes to use the Property as a vehicle storage lot in connection with a moving company. The Project does not propose any improvements on the Property.

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

Upon information and belief, the Property was previously used as a salvage yard for many years, which is nonconforming to the Zoning Code requirements for the Property. The Applicant requests to change the use to a vehicle storage lot, which is an equally appropriate nonconforming use.

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

a. The unique characteristics of the property: The Property lacks access, except from a 20 ft (+/-) alley. The Property is an "alley lot" with no public street frontage.

b. How the Zoning Ordinance unreasonably restricts development of the property:
The BR-1 District permits only residential uses by-right. However, Code 27-828 prohibits structures for human habitation on an alley lot. Therefore, there are no by-right uses permitted on the Property.

c. How the proposal is consistent with the character of the surrounding neighborhood. The Property has been used as a salvage yard for many years. The proposed use is an equally appropriate nonconforming use.

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.

The Property has been used as a salvage yard for many years. The proposed use is an equally appropriate nonconforming use. No construction is proposed as part of the Project.

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.

N/A

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.

N/A

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

N/A

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

N/A

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

a. Attorney's Name: Daniel P. Rowley, Esq.

b. Address: Saul Ewing LLP
1200 Liberty Ridge Drive, Suite 200
Wayne, PA 19087-5569

c. Phone Number: 610.251.5761

d. E-mail Address: daniel.rowley@saul.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.

[Signature]
Applicant - *Daniel Rowley, Esq. - Attorney for Applicant*

Legal Owner

7/12/2023
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this *12th* day of *September*, 20*23*.

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Patricia A. Desmond, Notary Public
Chester County
My commission expires August 24, 2026
Commission number 1038631
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:

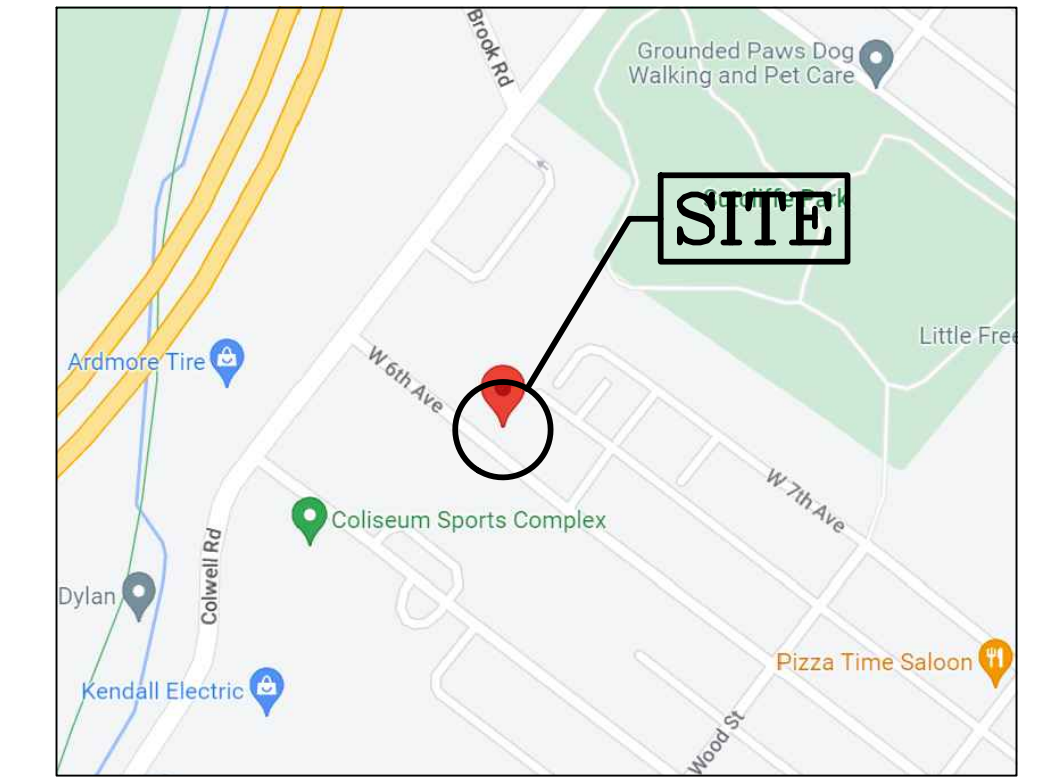
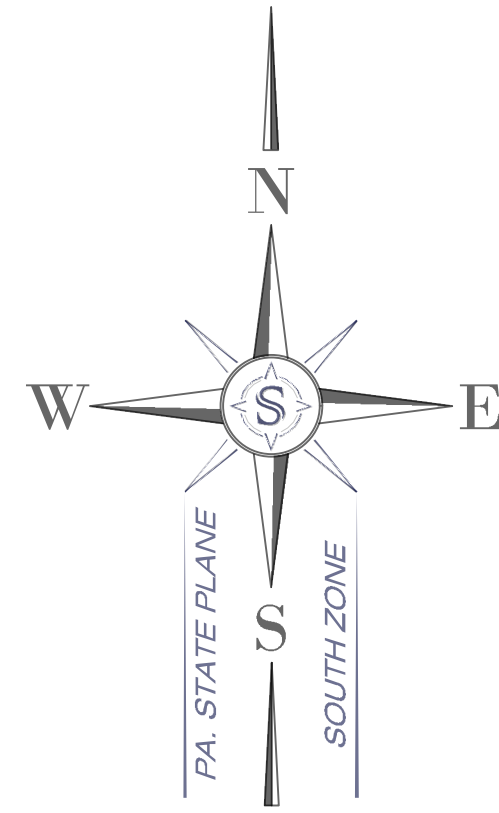
BY ORDER OF THE ZONING HEARING BOARD

	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: _____

PREMISES C&D OF 422 W 6TH AVENUE

CONSHOHOCKEN BOROUGH | MONTGOMERY COUNTY



SCALE: 1" = 500'

OWNER OF RECORD PER MONTGOMERY COUNTY
 DAVID & JANE KRMPOTICH
 422 W 6TH AVENUE
 CONSHOHOCKEN, PA. 19428
 PARCEL ID # 05-00-08836-00-6
 DEED BOOK 6253, PAGE 00859

TOWNSHIP ZONING DISTRICT:
BR-1-BOROUGH RESIDENTIAL DISTRICT ONE
 MIN LOT AREA 4,000 S.F.
 MIN LOT WIDTH AT STREET LINE 40 FEET
 MAX IMPERVIOUS COVERAGE 60%
 MAX BUILDING COVERAGE 35%
 MAX BUILDING HEIGHT 35 FEET*
 MIN BUILDING WIDTH 20 FEET
 MIN PRINCIPLE BUILDING SETBACKS:
 FRONT YARD 25 FEET
 SIDE YARD 5 FEET
 REAR YARD 25 FEET
 MIN ACCESSORY BUILDING SETBACKS:
 SIDE YARD 3 FEET
 REAR YARD 3 FEET
 SIDE FACING ALLEY SHALL 5 FEET FROM CARTWAY EDGE

** FOR BUILDINGS WITH FLAT ROOFS, BUILDING HEIGHT IS MEASURED FROM GRADE TO THE TOP OF THE BUILDING WALL, INCLUDING THE PARAPET. FOR BUILDINGS WITH PITCHED ROOFS, BUILDING HEIGHT IS MEASURED FROM THE GRADE TO MIDPOINT OF THE SLOPE. THE HEIGHT EXCLUDES AERIALS, COMMUNICATION TOWERS, OR THE LIKE, AS WELL AS ELEVATORS, MACHINE ROOMS, COOLING TOWERS, AND THEIR ENCLOSING WALLS.
 ** ZONING INFORMATION OBTAINED FROM BOROUGH OF CONSHOHOCKEN CODE §27, LATEST EDITION ONLINE ECODE360.

LOT SIZE PREMISES "C&D"
 LOT AREA (MINUS R.O.W.): 19,600 S.F. OR 0.4500 ACRES

EXISTING IMPERVIOUS COVERAGE PREMISES "C&D"
 ASPHALT 19,600 S.F.
 TOTAL 19,600 S.F. (100% OF LOT AREA)

** MAX LOT IMPERVIOUS COVERAGE IS 11,760 S.F. (60% OF LOT AREA).
 ** MAX LOT BUILDING COVERAGE IS 6,860 S.F. (35% OF LOT AREA).
 ** 6,860 S.F. OF AVAILABLE IMPERVIOUS COVERAGE.

PLAN NOTES
 1. THIS PLAN REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED ON THE PREMISES ON AUGUST 23, 2023 AND DEPICTS CONDITIONS ON THAT DATE.
 2. THE EXISTENCE AND/OR LOCATION OF ALL SUBSURFACE UTILITIES SHALL BE CONSIDERED APPROXIMATE AND MUST BE FIELD VERIFIED BY ALL CONTRACTORS PRIOR TO CONSTRUCTION.
 3. THE HORIZONTAL BEARING DATUM SHOWN ON THIS PLAN IS PA STATE PLANE ZONE SOUTH HARN.
 4. THE VERTICAL DATUM SHOWN ON THIS PLAN IS PER NAVD1988 OBTAINED VIA GPS NETWORK.
 5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CLIENT PROVIDED TITLE REPORT & IS SUBJECT TO THOSE FINDINGS, IF ANY.
 6. THIS PROPERTY IS LOCATED IN ZONE X "AREA OF MINIMAL FLOOD HAZARD" IN ACCORDANCE TO FEMA MAP PANEL 42091C0388G, EFFECTIVE DATE 03/02/2016.
 7. SITE SOIL TYPE IS "Ugud" & "Uudb" PER USDA WEB SOIL SURVEY.

LINETYPE LEGEND

	PROPERTY LINE
	ADJOINER PROPERTY LINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	BUILDING SETBACK
	CONCRETE EDGE
	ASPHALT EDGE
	BUILDING WALL
	CURB
	BUILDING
	FLAGSTONE
	ASPHALT
	ROOF OVERHANG
	DECK
	CONCRETE
	FENCE LINE
	OVERHEAD ELECTRIC
	ELECTRIC LINE
	GAS LINE
	TELECOM LINE
	WATER LINE
	SANITARY LINE
	EXISTING STORM PIPES
	EXISTING 1' CONTOUR
	EXISTING 5' CONTOUR
	EVERGREEN TREE
	DECIDUOUS TREE
	PLAN BEARING & DISTANCE
	DEED BEARING & DISTANCE
	AREA OF DETAIL

SYMBOL LEGEND

	TG TOP OF GRATE ELEVATION		ELECTRIC BOX
	INV INVERT ELEVATION		FIRE HYDRANT
	TW TOP OF WALL ELEVATION		WATER SHUTOFF
	BW BOTTOM OF WALL ELEVATION		GAS VALVE
	TBC TOP BACK CURB ELEVATION		EVERGREEN TREE
	BC BOTTOM CURB ELEVATION		STORM INLET
	DS DOORSILL ELEVATION		TELEPHONE BOX
	(TYP) TYPICAL SYMBOL OR FEATURE		GAS METER
	IRON PIN		ELECTRIC MANHOLE
	CONCRETE MONUMENT		POSTED SIGN
	SANITARY MANHOLE		PARKING SPACE COUNT
	WATER VALVE		HANDICAP PARKING
	CLEANOUT (COLOR PER UTILITY)		LIGHT POLE
	STORM MANHOLE		AC UNIT



CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STAGE. STOP AND CALL PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-1776

SCALE: 1" = 20'
 20 0 20 40 80

SCHOCK GROUP LLC
 1958 BUTLER PIKE, SUITE 200
 CONSHOHOCKEN, PA 19428
 610.580.7373 | SCHOCKGROUP.COM

CONTRACTOR OF RECORD: UTILITIES ON THIS PLAN HAVE BEEN DEVELOPED FROM FIELD LOCATIONS OF VISIBLE ABOVE GROUND UTILITY STRUCTURES AND INFORMATION FURNISHED BY THE APPROPRIATE AGENCIES. THE ACCURACY OF THE INFORMATION, COMPLETENESS OR GUARANTEE OF THE GUARANTEE, DEPTH OF ALL STRUCTURES CANNOT BE GUARANTEED. CONTRACTORS MUST VERIFY ALL LOCATIONS AND DEPTHS OF ALL UNDERGROUND UTILITIES BEFORE STARTING ANY WORK. BEFORE STARTING ANY WORK, THE CONTRACTOR SHALL NOTIFY THE BOROUGH OF CONSHOHOCKEN AND THE PENNSYLVANIA ONE CALL SYSTEM THREE DAYS PRIOR TO THE START OF ANY WORK.

EXISTING CONDITIONS PLAN
 BOUNDARY & TOPOGRAPHIC SURVEY
PREMISES C&D OF 422 W 6TH AVENUE
 CONSHOHOCKEN BOROUGH • MONTGOMERY COUNTY • PENNSYLVANIA

REV.	DATE	DESCRIPTION

CLIENT: DAVID KRMPOTICH
 422 W 6TH AVENUE
 CONSHOHOCKEN, PA 19428
 DRAWN BY: ZJR
 CHECKED BY: PCC
 ORIGINAL: PCC
 SCALE: 1" = 20'
 DATE: SEPTEMBER 6, 2023
 FILE NO: 1566
 SHEET NO: 1 OF 1



DEED BK 6253 PG 00859 to 00864
 INSTRUMENT # : 2021125885
 RECORDED DATE: 10/25/2021 11:31:20 AM



6020692-0021L

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed	Transaction #: 6445106 - 1 Doc(s)	
Document Date: 10/01/2021	Document Page Count: 5	
Reference Info:	Operator Id: dawhitner	
RETURN TO: (Simplifile) Brendan Abstract Company 150 E Swedesford Rd Ste 104 Wayne, PA 19087-1458 (610) 688-9249	PAID BY: BRENDAN ABSTRACT COMPANY	
* PROPERTY DATA:		
Parcel ID #: 05-00-08836-00-6	05-00-08840-00-2	05-00-08308-00-3
Address: 422 W SIXTH AVE	422 W SIXTH AVE	W SEVENTH AVE
PA	CONSHOHOCKEN PA	PA
	19428	
Municipality: Conshohocken Borough (100%)	Conshohocken Borough (0%)	Conshohocken Borough (0%)
School District: Colonial	Colonial	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$850,000.00
TAXABLE AMOUNT:	\$850,000.00
FEES / TAXES:	
Recording Fee:Deed	\$86.75
Additional Pages Fee	\$2.00
Additional Parcels Fee	\$45.00
Affordable Housing Pages	\$2.00
Affordable Housing Parcels	\$1.50
State RTT	\$8,500.00
Conshohocken Borough RTT	\$4,250.00
Colonial School District RTT	\$4,250.00
Total:	\$17,137.25

DEED BK 6253 PG 00859 to 00864
 Recorded Date: 10/25/2021 11:31:20 AM

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:
Brendan Abstract Company, Inc.
150 E. Swedesford Road, Suite 104
Wayne, PA 19087
(610)688-9249

Return to:
Brendan Abstract Company, Inc.
150 E. Swedesford Road, Suite 104
Wayne, PA 19087
(610)688-9249
File No.: 21080530

Parcel No.: 05-00-08836-00-6; 05-00-08840-00-2, Consideration: \$850,000.00
05-00-08308-00-3; 05-00-08312-00-8

Municipal Tax: \$8,500.00
State Tax: \$8,500.00

This Indenture Made this 1st day of October, 2021.

Between

Joseph J. Radaszewski and Bridget C. Radaszewski, husband and wife
(hereinafter called the Grantor)

and

David Krmpotich and Jane Krmpotich, husband and wife
(hereinafter called the Grantee),

Witnesseth That the said Grantor for and in consideration of the sum of Eight Hundred Fifty Thousand And No/100 Dollars----- (\$850,000.00)----- lawful money of the United States of America, unto Grantor well and truly paid by the said Grantee and at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee and Grantee's heirs, successors and assigns, as tenants by the entirety.

422 W. 6th Avenue and Seventh Avenue
Borough of Conshohocken
County of Montgomery
Pennsylvania
Parcel No.:
05-00-08836-00-6; 05-00-08840-00-2;
05-00-08308-00-3 and 05-00-08312-00-8

See Exhibit A attached hereto and made a part hereof.



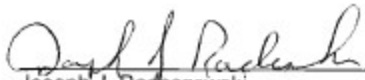
Together with all and singular improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor and Grantor's heirs, successors and assigns, as well at law as in equity, of, in, and to the same.

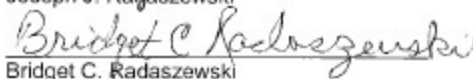
To have and to hold the said lot(s) or piece(s) of ground above described with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee and Grantee's heirs, successors and assigns to and for the only proper use and behoof of the said Grantee and Grantee's heirs, successors and assigns, forever, as tenants by the entirety.

And the said Grantor and Grantor's heirs, successors and assigns does by these presents, covenant, grant and agree, to and with the said Grantee and Grantee's heirs, successors and assigns, that the said Grantor and Grantor's heirs, successors and assigns 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 and Grantee's heirs, successors and assigns, against the said Grantor and Grantor's heirs, successors and assigns all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under Grantor and Grantor's heirs, successors and assigns shall and will WARRANT and forever DEFEND.

In Witness Whereof, the said Grantor has caused these presents to be duly executed dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US



Joseph J. Radaszewski


Bridget C. Radaszewski



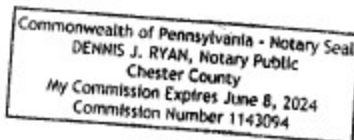
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

I, Dennis J. Ryan, a Notary Public for the County of Chester and State of Pennsylvania, do hereby certify that Joseph J. Radaszewski and Bridget C. Radaszewski, husband and wife, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 1st of October, 2021.


Notary Public



My Commission Expires:

(SEAL)

DEED

Grantor: Joseph J. Radaszewski and Bridget C. Radaszewski, husband and wife

TO

Grantee: David Krmpotich and Jane Krmpotich, husband and wife

PREMISES: 422 W. 6th Avenue, Conshohocken, PA 19428
Seventh Avenue, Conshohocken, PA 19428

The address of the above named Grantee is:
128 Archbishop Drive
Conshohocken, PA 19428


Certified by: 



EXHIBIT "A"

Premises - A

ALL THAT CERTAIN lot or piece of ground situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described according to a survey and plan thereof made by Will D. Hiltner, in June 1946, as follows, to wit:

BEGINNING at a point on the Northeasterly side of sixth Avenue at the distance of 200 feet Northwestwardly from the Northwest side of Freedley Street containing in front or breadth on the said side of Sixth Avenue Northwestwardly 50 feet and extending of that width in length or depth between parallel lines at right angles to the said side of Sixth Avenue Northeastwardly 140 feet to a 20 feet wide alley.

PARCEL NO. 05-00-08840-00-2

Premises - B

ALL THAT TWO CERTAIN lots or pieces of ground, Situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania designated on a certain Plan entitled "Maple Hills" prepared for Charles L. Hanson and duly recorded at Norristown, as Lots Nos. 9 and 10, Block 3 and described as an entirety as follows:

BEGINNING at a point on the Northeasterly side of sixth Avenue at the distance of 160 feet Northwestwardly from Freedley Street being the intersection of Lot No. 9 hereby conveyed with Lot No. 8; thence extending along said side of sixth Avenue Northwestwardly 40 feet to a point, being the intersection of Lot No. 10 hereby conveyed with Lot No. 11; thence extending Northeastwardly of that width in length or depth between parallel lines at right angles to said sixth Avenue 140 feet to the Southwesterly side of a certain 20 feet wide alley.

PARCEL NO. 05-00-08836-00-6

Premises - C and D

ALL THAT CERTAIN tract or piece of land, Situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a Survey and Plan thereof made by Will D. Hiltner, in June, 1946, as follows, to wit:

SITUATE on the Southwesterly side of Seventh Avenue, at the distance of Two hundred feet Northwardly from the Northwestwardly side of Freedley Street.

Containing in front or breadth on the said side of Seventh Avenue, Northwestwardly 140 feet and extending of that width in length or depth between parallel lines at right angles to the said side of Seventh Avenue, Southwestwardly, One hundred forty feet to the Northeasterly side of a Twenty feet wide alley.



PARCEL NO. 05-00-08308-00-3 and 05-00-08312-00-8

BEING the same premises which Frank Bosco and Mabel M. Bosco, a/k/a Mabel Bosco, husband and wife, by Deed dated 10/29/1984 and recorded 11/07/1984 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 4752, Page 10, granted and conveyed unto Joseph J. Radaszewski and Blanche G. Radaszewski, husband and wife, as tenants by the entirety.

AND ALSO BEING the same premises which Frank Bosco and Mabel M. Bosco, a/k/a Mabel Bosco, his wife, by Corrective Deed dated 11/20/1984 and recorded 11/27/1984 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 4753, Page 1020, granted and conveyed unto Joseph J. Radaszewski and Bridget C. Radaszewski, husband and wife, as tenants by the entirety.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 05-00-08836-00-6 CONSHOHOCKEN BOROUGH
 422 W SIXTH AVE
 RADASZEWSKI JOSEPH J & BRIDGET C \$15.00
 B 031 L U 015 1160 10/06/2021 JW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 05-00-08840-00-2 CONSHOHOCKEN BOROUGH
 422 W SIXTH AVE
 RADASZEWSKI JOSEPH J & BRIDGET C \$15.00
 B 031 L U 005 1108 10/06/2021 JW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 05-00-08308-00-3 CONSHOHOCKEN BOROUGH
 W SEVENTH AVE
 RADASZEWSKI JOSEPH J & BRIDGET C \$15.00
 B 031 L U 011 2102 10/06/2021 JW

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 05-00-08312-00-8 CONSHOHOCKEN BOROUGH
 W SEVENTH AVE
 RADASZEWSKI JOSEPH J & BRIDGET C \$15.00
 B 031 L U 020 2103 10/06/2021 JW

