



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

OCTOBER 16, 2023 ZONING HEARING BOARD MEETING PACKET

331 W 7th Avenue

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BOROUGH OF CONSHOHOCKEN

Zoning Administration

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Borough Manager

ZONING NOTICE OCTOBER 16, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-17

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 Bucko
331 West 7th Ave
Conshohocken, PA 19428

PREMISES INVOLVED: 331 West 7th Ave
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Mary Kiernan
331 West 7th Ave
Conshohocken, PA 19428

The petitioner is seeking a variance from Section 27-1005.F of the Conshohocken Borough Zoning Ordinance to demolish the existing 144 SF unenclosed porch, deck, and deck stairs located to the rear of the dwelling to construct a new 193.75 SF building addition for an enclosed all-season room on the first floor with balcony on the roof of the building addition, as well as, a new 225 SF deck addition located to the rear of the new building addition. The new building addition will result in a building coverage of 37.67% of the lot area, whereas, a maximum building coverage of 35% of the lot area 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



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Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: October 10, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 331 West Seventh Avenue - Zoning Determination

History of the Site:

331 West Seventh Avenue is an approximately 1,087 SF existing single-family detached residential dwelling that was constructed in 2021. The 4,200 SF property is located within the BR-1 - Borough Residential District 1 zoning district. The site is fronted by West Seventh Avenue to the north; a 20 ft wide unnamed alley to the south and rear of the property; and residential properties also located within the BR-1 zoning district to the east and west. An off-street parking space and a one (1)-story detached garage is located off of the unnamed alley to the rear of the site.

Current Request:

Pursuant to a building permit application (#23-00522) submission, the Applicant, David Bucko, is proposing to demolish the existing rear porch, deck, and deck stairs to construct a new approximately 194 SF (18'-9" wide by 10'-4" long) building addition for an enclosed all-season room on the first floor with an open balcony on the roof of the new addition, as well as, a new 225 SF first floor deck located to the rear of the new addition at the above referenced property. The Applicant is seeking a variance from the Conshohocken Borough Zoning Code Section §27-1005.F to allow for an exceedance in the maximum 35% building coverage within the BR-1 - Borough Residential District 1 zoning district.

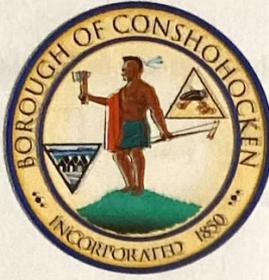
Zoning Determination:

Per §27-202 of the Conshohocken Borough Zoning Ordinance, building coverage is defined as *"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) by the total area upon which the buildings are located."*

The Applicant is proposing to demolish the existing approximately 144 SF rear porch and construct a new approximately 194 SF rear building addition. The resulting new building coverage will increase the total building coverage on the site from the 35% as shown on the permit plans to a building coverage of 1,582 SF or 37.67%.

Per the Conshohocken Borough Zoning Code Section §27-1005.F, the maximum building coverage shall not exceed 35% of the lot area. Therefore, the Applicant is required to seek a variance from Zoning Code Section §27-1005.F to permit a maximum building coverage of 37.67% on the lot, whereas only the maximum building coverage of 35% is permitted within the BR-1 – Borough Residential District 1 zoning district.

The proposed total impervious coverage on the site will be 1,651 SF (including the maximum 324 SF off-street parking allowance) or 39.31%, which is less than the maximum permitted impervious coverage of 60% within the BR-1 zoning district; and therefore, the site will be in compliance with impervious coverage requirement of Section 27-1005.G of the Borough Zoning Ordinance.



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:

Code Section 27-1005.F Building coverage percentage exceeding 35%

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

331 W. 7th Ave Conshohocken Pa 19428

4. Applicant's Name: David Bucko

Address: 331 W. 7th Ave Conshohocken Pa 19428

Phone Number (daytime): 215-617-0117

E-mail Address: dbucko78@gmail.com

5. Applicant is (check one): Legal Owner Equitable Owner Tenant
significant other of owner

6. Property Owner: Mary Kiernan

Address: 331 W. 7th Ave Conshohocken Pa 19428

Phone Number: 610-316-5479

E-mail Address: marybkiernan@gmail.com

7. Lot Dimensions: 30x140 Zoning District: BR-1

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

Yes No If yes, please describe.

previous zoning relief was removed prior to hearing

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

Current residence of owner. - 6' H Fence was added along the sides and back.

- 12' x 12' flat roof was added over the existing deck.

- 6' privacy screens were added on each side of the existing deck

- Current house is 20' x 45'

- Garage is 18' x 18'

10. Please describe the proposed use of the property.

Continued use for the current resident

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

Create an all season room over the existing deck. Add new 12x20 off this. Extend the current flat roof to 12x20. It is currently and will be framed with 6x6 Posts, 2x10 Joists (12" o.c.) attached to the house by a ledger board, supported by 3x2x10's across the posts.

Enclose the deck w/ framed walls, subfloor over the deck and GC sheathing under deck joist for insulation. Add sliding doors w/ 3 steps to a new lower 12x20 deck. Build walk out porch on the All season room structure w/ 36" H parapet wall.

The additional 96' of roof exceeds the 35% lot coverage to

37.6%

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

The new proposed lot coverage is 37.6%, only 2.6% over the 35% allowable. The addition will add value to the property, as well as added living space. This is also previously on a lot that was 55' x 140' and was split and made below the 40' wide zoning requirement for BR-1 Zones. If the original lot or the 40' w minimum was maintained this addition would be under the 35% coverage. It can also add value to the neighboring homes as several neighbors have contacted me for deck coverings as well based on our current roof for added relief from afternoon sun.

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

a. The unique characteristics of the property: Single Family dwelling w/ a detached garage. Originally a 55' x 140' lot split to a single and a twin

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

There are numerous properties exceeding the 35% coverage, as we would like to add only 2.6% over the 35% in addition to the property being built on a lot smaller than the 40' w minimum

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

neighborhood. Multiple properties on the street as well as the neighborhood have roof over decks. This is just utilizing the deck to be a functional space year round

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.

enclosing the current 12' x 12' roof would impend a window on the house. extending it to 12 x 20 will allow us to structurally use a 3rd footer and avoid impeding a window.

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 contesting the determination

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: N/A

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.

Alea K. Pacell
Applicant

Mary B. Keenan
Legal Owner

9/11/2023
Date

COMMONWEALTH OF PENNSYLVANIA

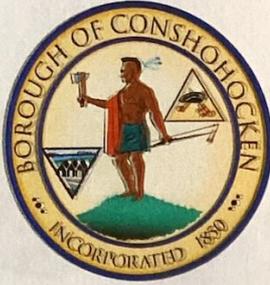
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this *11TH* day of *SEPT*, *2023*

Alea K. Pacell
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Alea K. Pacell, Notary Public
Montgomery County
My commission expires June 28, 2025
Commission number 1302279
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 Administration

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Yaniv Aronson

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Karen Tutino, Member

Stephanie Cecco
Borough Manager

SENT VIA POSTAL MAIL AND CERTIFIED MAIL

July 6, 2023

Applicant:

David Bucko
DJ and D Coordinated Designs, LLC
331 W. 7th Avenue
Conshohocken, PA 19428

Property Owner:

Mary B. Kiernan
331 W. 7th Avenue
Conshohocken, PA 19428

Re: Building Permit Application #23-00522 – 331 W. 7th Avenue

Conshohocken Borough is in receipt of your Building Permit Application #23-00522 for the demolition of the existing porch, deck, and deck stairs to construct a new approximately 194 SF (18'-9" wide by 10'-4" long) building addition for an enclosed all-season room on the first floor with an open balcony on the roof of the new addition, as well as, a new 225 SF first floor deck located to the rear of the existing dwelling at the above referenced property. The above referenced property has a lot size of 4,200 SF and is located within the BR-1 – Borough Residential District One.

Per §27-202 of the Conshohocken Borough Zoning Ordinance, building coverage is defined as *"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) by the total area upon which the buildings are located."*

Per §27-1005.F of the Conshohocken Borough Zoning Ordinance, *"the maximum building coverage shall not exceed 35% of the lot area. Building coverage for private garages shall be subject to the provisions of §27-811.C."*

The proposed building addition will create an exceedance in the maximum permitted building coverage on the site from the existing 35% building coverage as shown on the plans submitted with the building permit application to 37.67% for the site. Since you will be required to seek a variance from Code Section 27-1005.F of the Conshohocken Borough Zoning Ordinance for approval from the Zoning Hearing Board, the requested Building Permit is **denied** at this time.



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

DEED BK 6227 PG 02797 to 02801
INSTRUMENT # : 2021063460
RECORDED DATE: 06/02/2021 11:30:50 AM



5947506-0021W

MONTGOMERY COUNTY ROD

Page 1 of 5

OFFICIAL RECORDING COVER PAGE

Document Type: Deed
Document Date: 04/30/2021
Reference Info:

Transaction #: 6329249 - 2 Doc(s)
Document Page Count: 4
Operator Id: JSorg

RETURN TO: (Simplifile)
Land Services USA, Inc.
920 Germantown Pike Ste 201
Plymouth Meeting, PA 19462-7401
(610) 279-8290

PAID BY:
LAND SERVICES USA INC

*** PROPERTY DATA:**

Parcel ID #: 05-00-08280-00-4
Address: 331 W SEVENTH AVE

Municipality: CONSHOHOCKEN PA
19428
Conshohocken Borough
(100%)
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$730,000.00
TAXABLE AMOUNT: \$730,000.00

FEES / TAXES:

Recording Fee:Deed \$86.75
State RTT \$7,300.00
Conshohocken Borough RTT \$3,650.00
Colonial School District RTT \$3,650.00
Total: \$14,686.75

DEED BK 6227 PG 02797 to 02801
Recorded Date: 06/02/2021 11:30:50 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

DJB

UPI # 05-00-08280-00-4

DJB Properties LLC, a Pennsylvania limited
liability company

TO

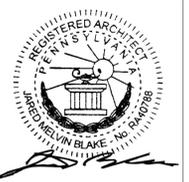
Mary B. Kiernan

Property:
331 West 7th Avenue
Conshohocken, PA 19428

Land Services USA, Inc.
920 Germantown Pike, Suite 201
Plymouth Meeting, PA 19462
Tel: 610-279-8290

BUCKO RESIDENCE

ADDITION

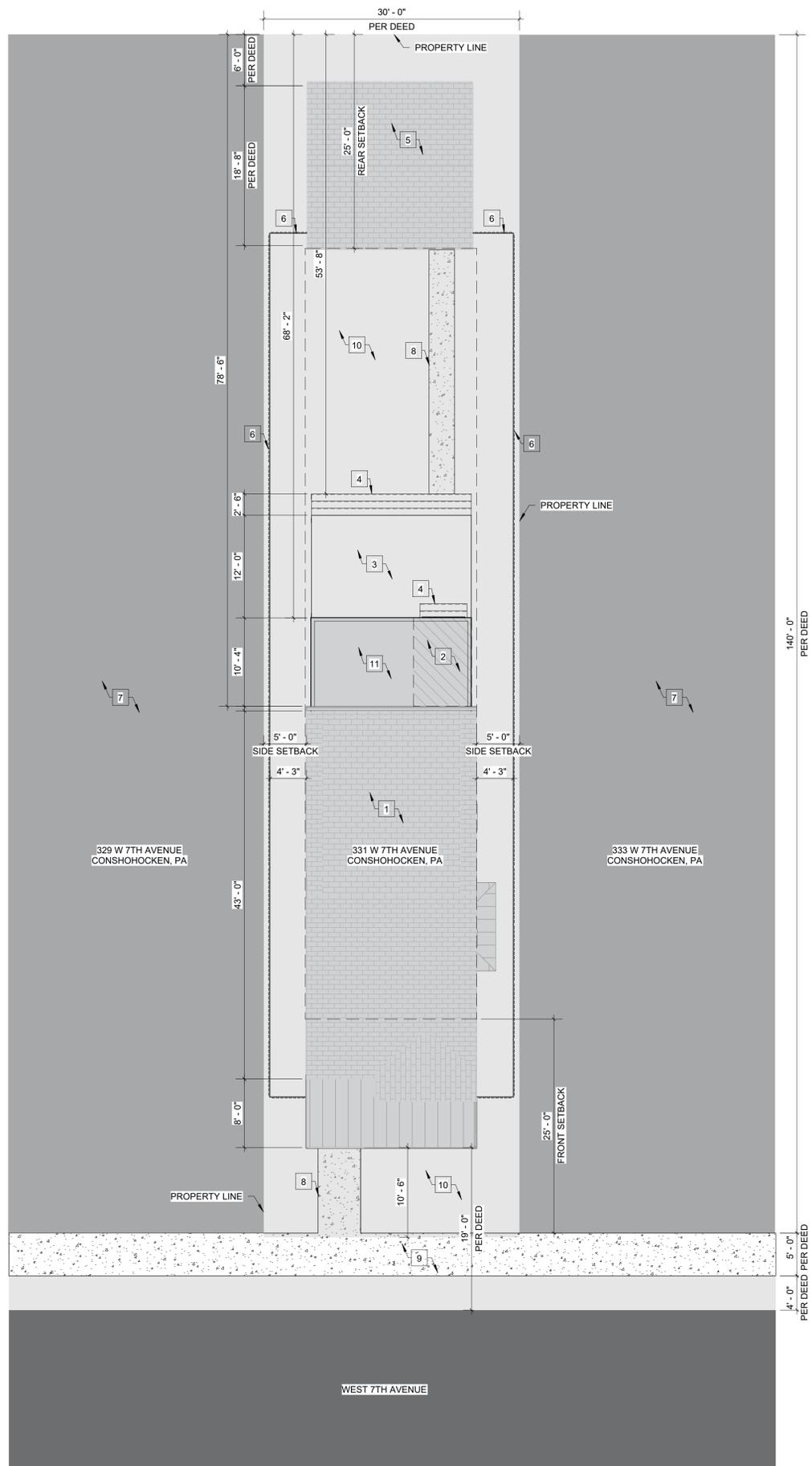


BUCKO RESIDENCE
331 W 7th AVENUE
CONSHOHOCKEN, PA 19428



DRAWING INDEX	SHEET INDEX	GRAPHIC INDEX	ANNOTATIONS 	TAGS 	ELECTRICAL LEGEND 	ARCHITECTURAL LEGEND 	PLUMBING LEGEND 	ARCHITECT LEVEL NINE ARCHITECTS, LLC JARED MELVIN BLAKE 3060 WEST JEFFERSON STREET PHILADELPHIA, PA 19121 P: (215) 529-8332 E: jblake@level9arch.com	OWNER DAVID BUCKO 331 W 7TH AVENUE CONSHOHOCKEN, PA 19428 E: djdcoordinateddesigns@gmail.com	LEVEL NINE ARCHITECTS, LLC. 3060 W. JEFFERSON ST. PHILADELPHIA, PA 19121 WWW.LEVEL9ARCH.COM TEL: (215) 529 - 8332 ©2022 LEVEL NINE ARCHITECTS ALL RIGHTS RESERVED DRAWING TITLE COVER SHEET REVISIONS PROJECT NUMBER 2262 DATE 01/17/2023 DRAWN BY JMB/GER SCALE AS NOTED DRAWING NUMBER G000 <small>CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.</small>																																					
	GENERAL CONDITIONS <ul style="list-style-type: none"> ALL USE & REFERENCES OF THE TERM "OWNER" IN THIS SET OF DRAWINGS REFERS TO IS LISTED ON PROJECT DIRECTORY. THESE DRAWINGS ARE FOR CONSTRUCTION OF ARCHITECTURE AND INTERIOR WORK ONLY. G.C. TO COORDINATE ALL CIVIL, MEP, STRUCTURAL, AV & SECURITY WORK AS REQUIRED TO PROVIDE COMPLETE AND CODE COMPLIANT BUILDING SYSTEMS. G.C. IS RESPONSIBLE FOR DESIGN AND IMPLEMENTATION OF ALL TEMPORARY SHORING REQUIRED TO COMPLETE WORK AS INDICATED ON THESE DRAWINGS. ALL CONTRACTORS WILL GUARANTEE ALL LABOR AND MATERIALS FOR A MINIMUM PERIOD OF ONE YEAR FROM DATE OF OCCUPANCY UNLESS SPECIFIED OTHERWISE IN OWNER/CONTRACTOR AGREEMENT. ALL SUBCONTRACTORS WILL PROVIDE A CERTIFICATE OF INSURANCE TO THE OWNER PRIOR TO STARTING ANY WORK ON THIS PROJECT. CERTIFICATE OF INSURANCE CANNOT BE TERMINATED OR CANCELED WITHOUT 10 DAYS PRIOR WRITTEN NOTICE TO THE OWNER. NO ADDITIONS, ALTERATIONS OR CHANGES WILL BE MADE ON THIS PROJECT EXCEPT UPON WRITTEN APPROVAL BY THE ARCHITECT AND/OR OWNER. 		LOCATION PLAN 	BUILDING DATA BUILDING CODE ANALYSIS - CONSHOHOCKEN <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>DIVISION</th> <th>CODE</th> <th>YEAR</th> </tr> </thead> <tbody> <tr> <td>ZONING:</td> <td>THE CONSHOHOCKEN BOROUGH ZONING ORDINANCE OF 2001</td> <td></td> </tr> <tr> <td>BUILDING:</td> <td>INTERNATIONAL BUILDING CODE</td> <td>2018</td> </tr> <tr> <td>EXISTING BUILDING:</td> <td>INTERNATIONAL EXISTING BUILDING CODE</td> <td>2018</td> </tr> <tr> <td>RESIDENTIAL:</td> <td>INTERNATIONAL RESIDENTIAL CODE</td> <td>2018</td> </tr> <tr> <td>MECHANICAL:</td> <td>INTERNATIONAL MECHANICAL CODE</td> <td>2018</td> </tr> <tr> <td>ELECTRICAL:</td> <td>NATIONAL ELECTRICAL CODE</td> <td>2017</td> </tr> <tr> <td>PLUMBING:</td> <td>NATIONAL PLUMBING CODE</td> <td>2018</td> </tr> <tr> <td>FIRE:</td> <td>INTERNATIONAL FIRE CODE</td> <td>2018</td> </tr> <tr> <td>ENERGY:</td> <td>INTERNATIONAL ENERGY CONSERVATION CODE</td> <td>2018</td> </tr> <tr> <td>ACCESSIBILITY:</td> <td>2021 IBC/ ICC A117.1</td> <td>2017</td> </tr> </tbody> </table> BUILDING SUMMARY <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>PROJECT DESCRIPTION</th> <th>THE ENCLOSED OF AN EXISTING REAR DECK INTO A THREE SEASON ROOM AND THE ADDITION OF A LOWER DECK IN THE REAR</th> </tr> </thead> <tbody> <tr> <td>USE GROUP</td> <td>RESIDENTIAL - R</td> </tr> <tr> <td>CONSTRUCTION TYPE</td> <td>VB</td> </tr> <tr> <td>FIRE PROTECTION SYSTEM</td> <td>N/A</td> </tr> <tr> <td>GROSS BUILDING AREA</td> <td>4,373 SF SF</td> </tr> <tr> <td>AHJ</td> <td>CONSHOHOCKEN</td> </tr> </tbody> </table>	DIVISION	CODE	YEAR	ZONING:	THE CONSHOHOCKEN BOROUGH ZONING ORDINANCE OF 2001		BUILDING:	INTERNATIONAL BUILDING CODE	2018	EXISTING BUILDING:	INTERNATIONAL EXISTING BUILDING CODE	2018	RESIDENTIAL:	INTERNATIONAL RESIDENTIAL CODE	2018	MECHANICAL:	INTERNATIONAL MECHANICAL CODE	2018	ELECTRICAL:	NATIONAL ELECTRICAL CODE	2017	PLUMBING:	NATIONAL PLUMBING CODE	2018	FIRE:	INTERNATIONAL FIRE CODE	2018	ENERGY:	INTERNATIONAL ENERGY CONSERVATION CODE	2018	ACCESSIBILITY:	2021 IBC/ ICC A117.1	2017	PROJECT DESCRIPTION	THE ENCLOSED OF AN EXISTING REAR DECK INTO A THREE SEASON ROOM AND THE ADDITION OF A LOWER DECK IN THE REAR	USE GROUP	RESIDENTIAL - R	CONSTRUCTION TYPE	VB	FIRE PROTECTION SYSTEM	N/A	GROSS BUILDING AREA	4,373 SF SF
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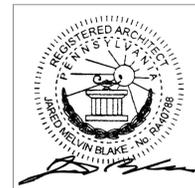
PROJECT DIRECTORY



1 SITE PLAN
1/8" = 1'-0"

ZONING CODE - "CONSHOCKEN"			
	ALLOWABLE	EXISTING	PROPOSED
MIN. LOT SIZE	4,000 SF	4,200 SF	UNALTERED
MIN. LOT WIDTH	40'-0"	30'-0"	UNALTERED
MIN. FRONT YARD DEPTH	25'-0"	10'-6"	UNALTERED
MIN. REAR YARD DEPTH	25'-0"	68'-2"	53'-8"
MIN. SIDE YARD DEPTH	5'-0"	5'-0"	UNALTERED
MAX. BUILDING COVERAGE	35%	35%	37%
MAX. IMPERVIOUS COVERAGE	60%	37%	46%
MAX. BUILDING HEIGHT	35'-0"	33'-9"	UNALTERED
MIN. BUILDING WIDTH	20'-0"	20'-0"	UNALTERED

SHEET NOTES - SITE	
1	EXISTING 3 STORY SINGLE FAMILY RESIDENCE
2	NEW BALCONY
3	NEW COMPOSITE DECK
4	NEW COMPOSITE EXTERIOR STAIR
5	EXISTING GARAGE
6	EXISTING FENCE
7	ADJACENT PROPERTY
8	EXISTING WALKWAY
9	EXISTING SIDEWALK
10	EXISTING YARD
11	EXISTING BALCONY



BUCKO RESIDENCE
331 W 7th AVENUE
CONSHOCKEN, PA 19428



LEVEL NINE ARCHITECTS, LLC.

3060 W. JEFFERSON ST.
PHILADELPHIA, PA 19121

WWW.LEVEL9ARCH.COM

TEL: (215) 529 - 8332

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ALL RIGHTS RESERVED

DRAWING TITLE

SITE PLAN

REVISIONS

PROJECT NUMBER

2262

DATE

01/17/2023

DRAWN BY

JMB/GER

SCALE

AS NOTED

DRAWING NUMBER

AZ100

CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SHEET NOTES - DEMOLITION	
1	REMOVE EXISTING RAILING
2	REMOVE EXISTING EXTERIOR STAIR AND RAILING
3	REMOVE PORTION OF EXISTING CONCRETE WALKWAY
4	AREA IN GRAY TO REMAIN
5	REMOVE EXISTING WINDOW AND PREP AREA FOR NEW DOOR IN SAME LOCATION
6	CUT BACK EXISTING (3) 2X10 BEAM TO THE MIDDLE OF THE EXISTING COLUMN TO ACCOMMODATE NEW (3) 2X10 BEAM
7	REMOVE EXISTING DOWNSPOUT
8	EXISTING COLUMN TO REMAIN . GC TO VIF CONDITIONS ARE ACCEPTABLE

GENERAL NOTES - DEMO	
A	OWNER/GC TO VERIFY ALL EXISTING STRUCTURAL CONDITIONS PRIOR TO DEMOLITION. PROVIDE STRUCTURAL ENGINEERING AS NECESSARY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WITH ANY WORK. CONFIRM ALL UNDERGROUND UTILITY LINES PER PA1 CALL PRIOR TO EXCAVATION (1-800-242-1776)
B	ALL STRUCTURAL MEMBERS TO BE SHORED AND BRACED IF STRUCTURAL DEMOLITION IS REQUIRED.
C	FURNISH, INSTALL AND MAINTAIN DUST COVERINGS TO PREVENT THE SPREAD OF DUST BEYOND THE IMMEDIATE AREA WHERE DEMOLITION IS BEING PERFORMED
D	CONTRACTOR IS RESPONSIBLE TO REMOVE MATERIALS AND DEBRIS AS A RESULT OF DEMOLITION IN A LEGAL AND PROPER MANNER
E	REMOVE ALL DASHED WALLS TO THE EXTENT SHOWN ON PLANS. REF ARCHITECTURAL PLANS FOR CLARIFICATION ON ADDITIONAL SOW
F	REMOVE ALL DASHED WINDOWS TO THE EXTENT SHOWN ON THE PLANS. REF ARCHITECTURAL PLANS FOR CLARIFICATION ON ADDITIONAL SOW
G	REMOVE ALL DASHED DOORS TO THE EXTENT SHOWN ON PLANS. REF ARCHITECTURAL PLANS FOR CLARIFICATION ON ADDITIONAL SOW



BUCKO RESIDENCE
 331 W 7th AVENUE
 CONSHOHOCKEN, PA 19428



LEVEL NINE ARCHITECTS, LLC.
 3060 W. JEFFERSON ST.
 PHILADELPHIA, PA 19121
 WWW.LEVEL9ARCH.COM
 TEL: (215) 529 - 8332

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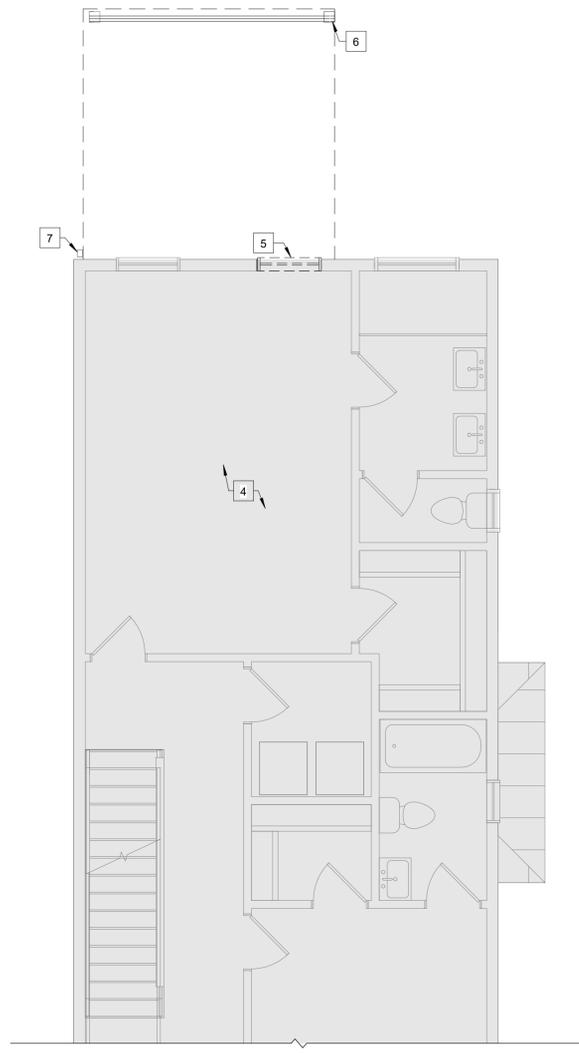
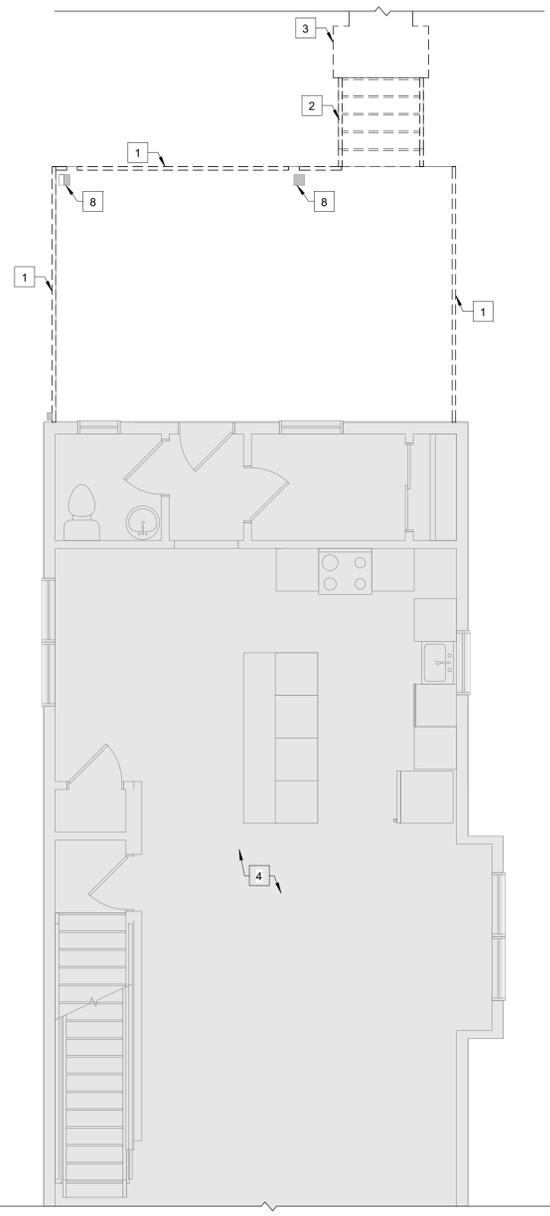
DRAWING TITLE
DEMO PLANS

REVISIONS

PROJECT NUMBER
 2262
 DATE
 01/17/2023
 DRAWN BY
 JMB/GER
 SCALE
 AS NOTED
 DRAWING NUMBER

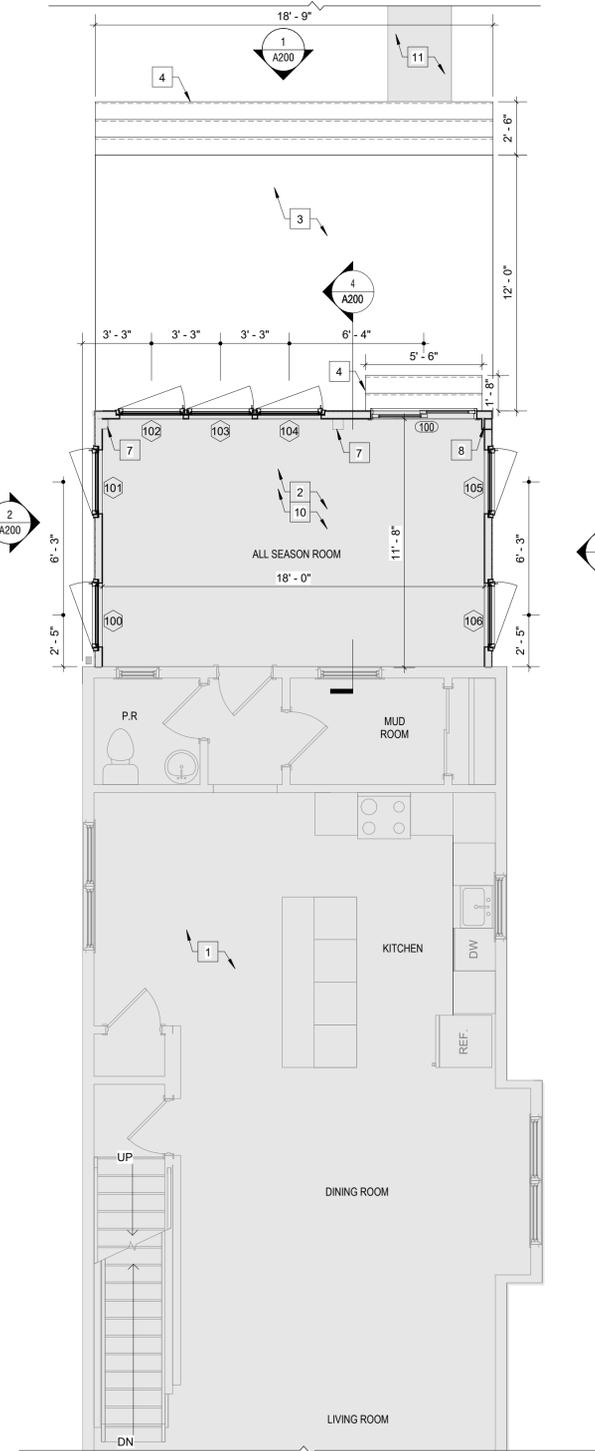
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CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

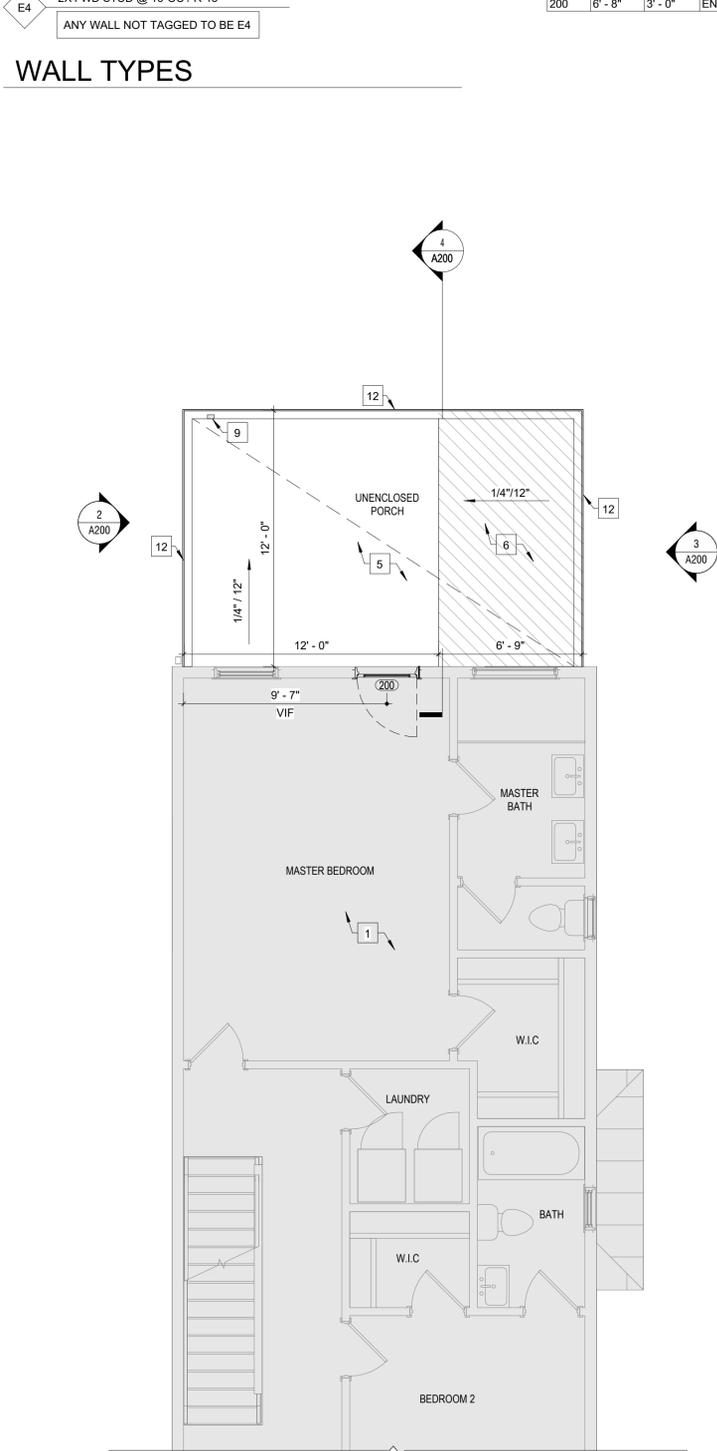


1 FIRST FLOOR - DEMO
 1/4" = 1'-0"

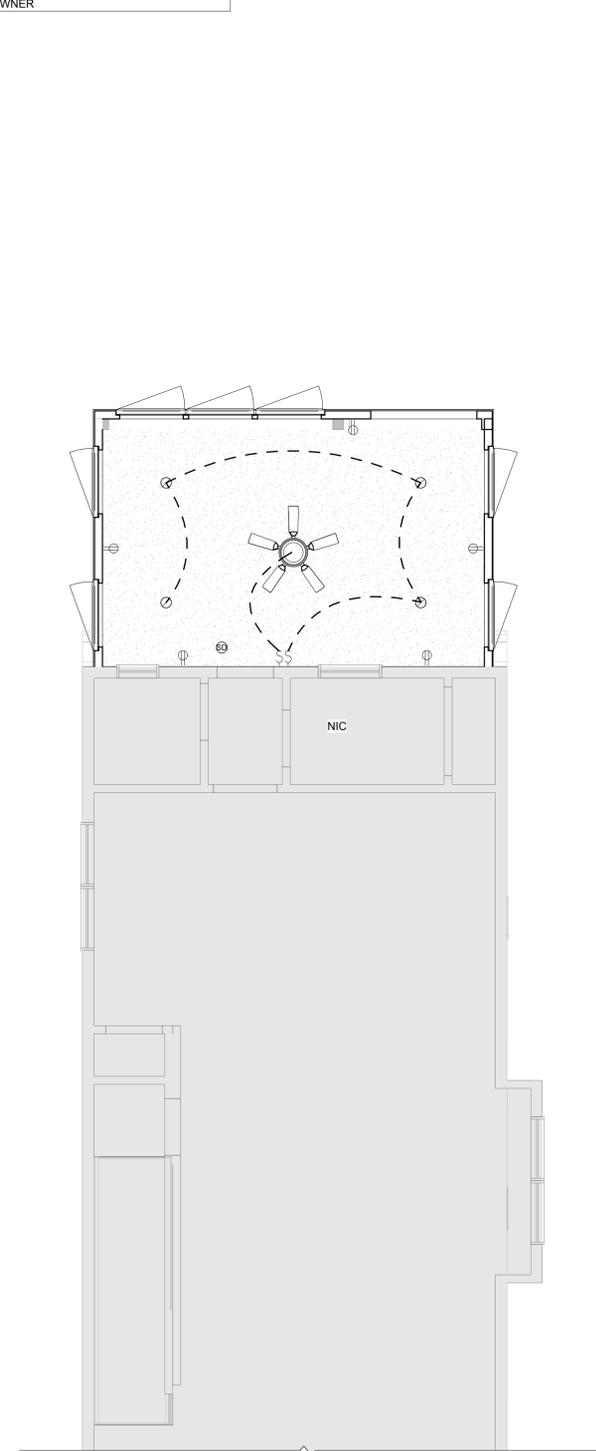
2 SECOND FLOOR - DEMO
 1/4" = 1'-0"



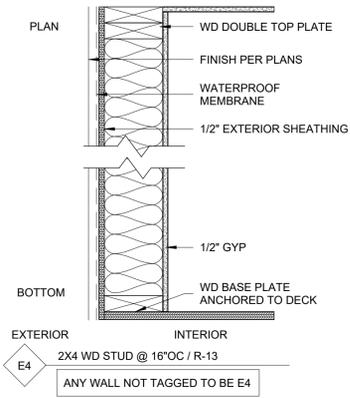
1 FIRST FLOOR - ARCHITECTURAL
1/4" = 1'-0"



2 SECOND FLOOR - ARCHITECTURAL
1/4" = 1'-0"



3 FIRST FLOOR - RCP
1/4" = 1'-0"



WALL TYPES

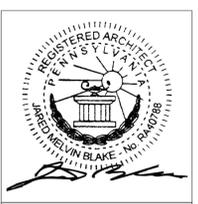
WINDOW SCHEDULE					
MARK	WIDTH	HEIGHT	MANUFACTURER	HEAD HEIGHT	COMMENTS
100	3'-0"	6'-0"	Andersen Corporation	6'-8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
101	3'-0"	6'-0"	Andersen Corporation	6'-8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
102	3'-0"	6'-0"	Andersen Corporation	6'-8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
103	3'-0"	6'-0"	Andersen Corporation	6'-8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
104	3'-0"	6'-0"	Andersen Corporation	6'-8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
105	3'-0"	6'-0"	Andersen Corporation	6'-8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
106	3'-0"	6'-0"	Andersen Corporation	6'-8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER

DOOR SCHEDULE					
MARK	HEIGHT	WIDTH	HARDWARE		COMMENTS
100	6'-8"	5'-0"	ENTRY		GC TO COORDINATE COLOR AND STYLE WITH OWNER
200	6'-8"	3'-0"	ENTRY		GC TO COORDINATE COLOR AND STYLE WITH OWNER

- SHEET NOTES - ARCHITECTURAL**
- AREA IN GRAY TO REMAIN
 - NEW ALL SEASON ENCLOSED ROOM ON EXISTING DECK AND FOUNDATION
 - NEW COMPOSITE DECK
 - NEW EXTERIOR COMPOSITE STAIR. MAX RISE 7 3/4" MIN TREAD 11".
 - EXISTING PATIO TO REMAIN
 - NEW PATIO TO MATCH EXISTING
 - EXISTING COLUMN TO REMAIN WITH NEW DRYWALL SURROUNDING. GC TO VIF EXACT LOCATION
 - NEW COLUMN SURROUNDED WITH DRYWALL TO MATCH EXISTING
 - EXISTING PATIO TO REMAIN
 - ADD INSULATION AND WEATHER SELLANT ON EXISTING DECKING.
 - EXISTING WALKWAY TO REMAIN
 - NEW PARAPET WALL MIN 3'-0" H

- GENERAL NOTES - ARCHITECTURAL**
- EXISTING BUILDING SHELL, BUILDING FRAMING & FOUNDATION ARE TO REMAIN
 - G.C. IS TO INVESTIGATE ALL EXISTING CONDITIONS TO ASSESS THE SCOPE OF DEMOLITION DURING THE INITIAL DEMOLITION PROCESS. G.C. IS TO SHORE EXISTING FRAMING AS REQUIRED DURING DEMOLITION
 - G.C. IS TO VERIFY THE EXISTING FRAMING MEMBERS ARE ADEQUATE ACCORDING TO INTERNATIONAL BUILDING CODE TO STRUCTURALLY SUPPORT THE BUILDING LOADS. G.C. IS TO REPLACE THE EXISTING DAMAGED FRAMING MEMBERS WITH NEW FRAMING MEMBERS AS REQUIRED.
 - VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF ANY WORK. CONTACT ARCHITECTS FOR ANY DISCREPANCY BASED ON FIELD CONDITIONS & CONSTRUCTION DOCUMENTS AND GET NEW DIRECTION FROM ARCHITECT OR OWNER. FAILURE TO INSPECT EXISTING CONDITIONS IN FIELD WILL RESULT IN ACCEPTANCE OF ALL RESPONSIBILITIES W/OUT ADDITIONAL COMPENSATION FROM OWNER OR ARCHITECT
 - G.C. TO PATCH, REPAIR & PREP EXISTING WALLS AS REQUIRED TO RECEIVE NEW FINISH. ALL EXISTING WALLS TO BE READY FOR NEW FINISH.

- RCP NOTES - RESIDENTIAL**
- REFER TO BASE BUILDING DRAWINGS FOR ALL ELECTRICAL/FIRE/PLUMBING AND HVAC INFORMATION
 - ALL LIGHTING AND FIXTURES TO BE SUPPLIED BY CONTRACTOR UNLESS NOTED OTHERWISE
 - ALL ELECTRICAL WORK IS TO BE PERFORMED BY LICENSED, COMPETENT CONTRACTORS.
 - ALL FIXTURES/DEVICES SHALL BE INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURER'S SPECIFICATIONS AND APPLICABLE BUILDING CODES
 - ALL FIXTURE SWITCH LOCATIONS AND TYPES SPECIFIED ON THESE PLANS SHALL BE COORDINATED WITH THE ARCHITECT & OWNER PRIOR TO INSTALLATION. SWITCHES NOT SHOWN AS WELL AS SWITCHES SHOWN ON PLANS AS DIMMING BUT NOT ON A SPECIFIC WALL ARE TO BE LOCATED PER ARCHITECT'S DIRECTIONS (VIF)
 - LIGHT SWITCHES, OUTLETS AND COVER PLATES SHALL BE THE FOLLOWING FINISHES UNLESS NOTED OTHERWISE: BRIGHT WHITE
 - CONTRACTOR IS TO PROVIDE OWNER WITH SPEC SHEET FOR EACH LIGHT FIXTURE PRIOR TO PURCHASING & INSTALLING. ALL FIXTURES TO BE APPROVED BY OWNER PRIOR TO PURCHASING AND INSTALLING
 - CONTRACTOR IS TO PROVIDE LIGHT BULB TYPE INFORMATION FOR EACH LIGHT FIXTURE PRIOR TO PURCHASING & INSTALLING FIXTURES. ALL BULB TYPES TO BE APPROVED BY OWNER AND PROVIDE BY CONTRACTOR
 - CONTRACTOR IS TO CONFIRM ALL VOLTAGES PRIOR TO PURCHASING THE LIGHT FIXTURES
 - ANY CIRCUITING SHOWN ON PLANS IS FOR CONTROL INTENT ONLY. ELECTRICIANS TO CONFIGURE LOADS AND CIRCUIT REQUIREMENTS.
 - LIGHT FIXTURE LOCATIONS AND HEIGHTS ARE TO BE COORDINATED WITH OWNER ON SITE PRIOR TO THE LIGHT FIXTURE INSTALLATION & AFTER THE CEILING FRAMING IS ERECTED.



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331 W 7th AVENUE
CONSHOHOCKEN, PA 19428

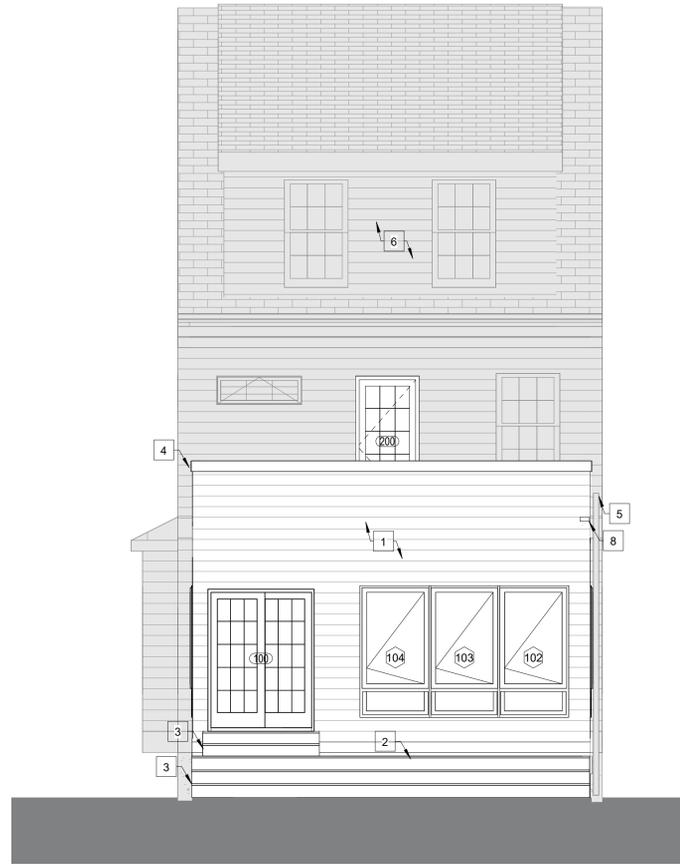


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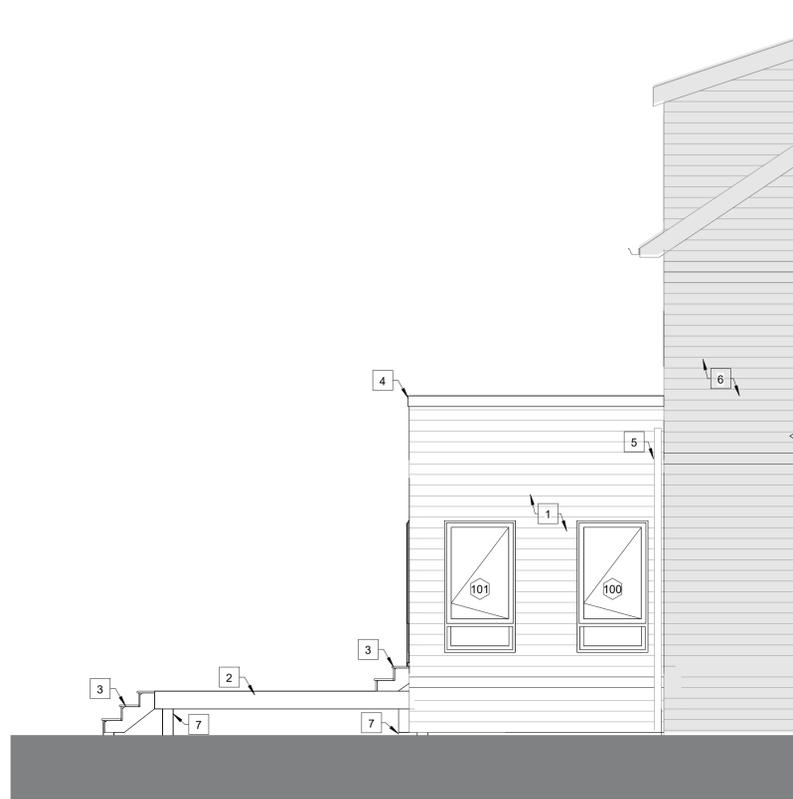
FLOOR PLANS

DRAWING TITLE	
FLOOR PLANS	
REVISIONS	
PROJECT NUMBER	2262
DATE	01/17/2023
DRAWN BY	JMB/GER
SCALE	AS NOTED
DRAWING NUMBER	A100

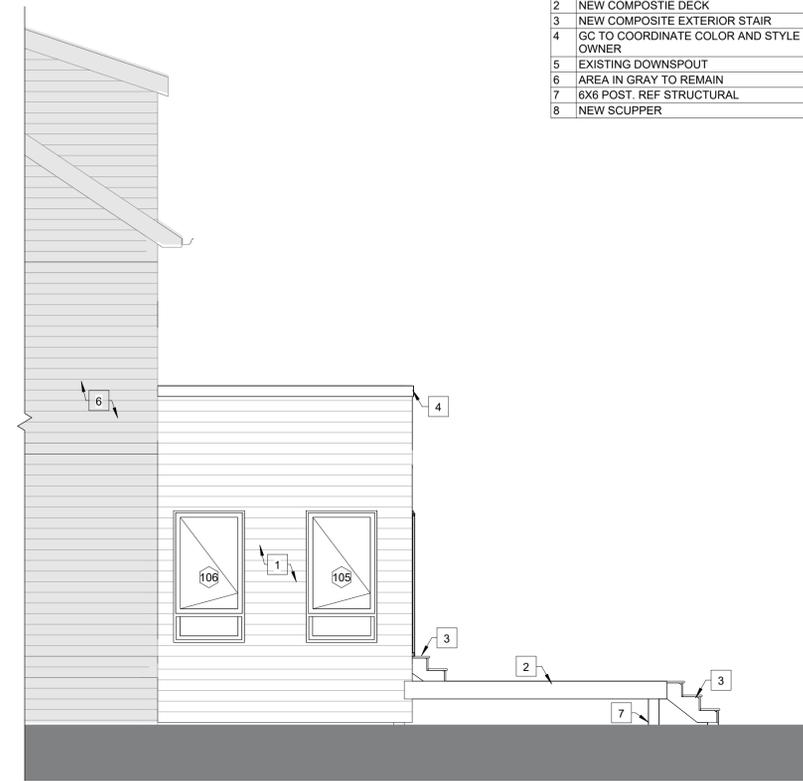
CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



1 REAR ELEVATION
1/4" = 1'-0"



2 SIDE ELEVATION
1/4" = 1'-0"

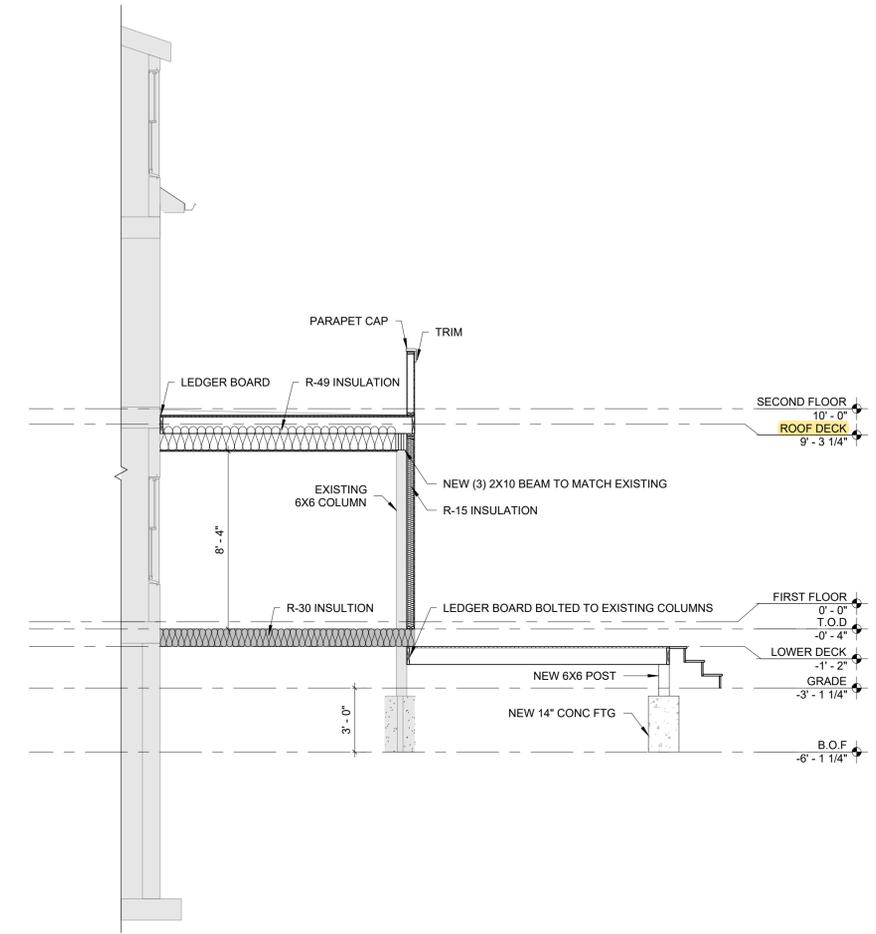


3 SIDE ELEVATION
1/4" = 1'-0"

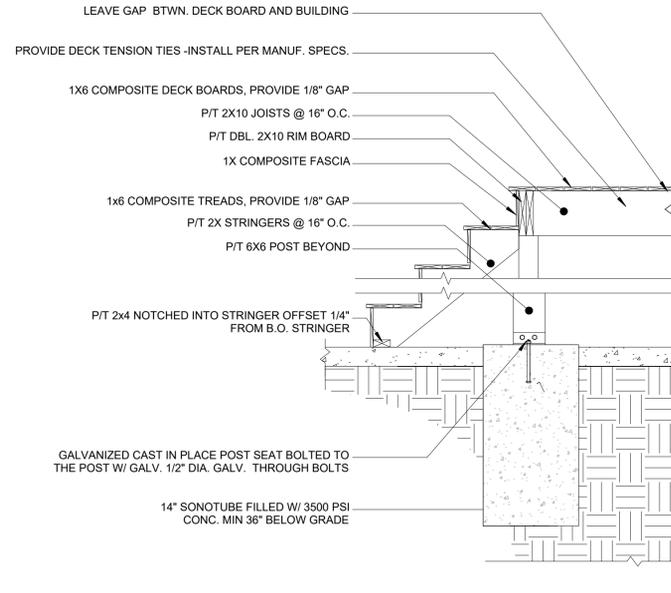
SHEET NOTES - ELEVATION	
1	NEW HORIZONTAL VINYL SIDING TO MATCH EXISTING
2	NEW COMPOSITE DECK
3	NEW COMPOSITE EXTERIOR STAIR
4	GC TO COORDINATE COLOR AND STYLE OF TRIM WITH OWNER
5	EXISTING DOWNSPOUT
6	AREA IN GRAY TO REMAIN
7	6X6 POST, REF STRUCTURAL
8	NEW SCUPPER



BUCKO RESIDENCE
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CONSHOHOCKEN, PA 19428



4 SECTION @ ADDITION
1/4" = 1'-0"



STAIR DETAIL



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DRAWING TITLE

ELEVATIONS

REVISIONS

PROJECT NUMBER

2262

DATE

01/17/2023

DRAWN BY

JMB/GER

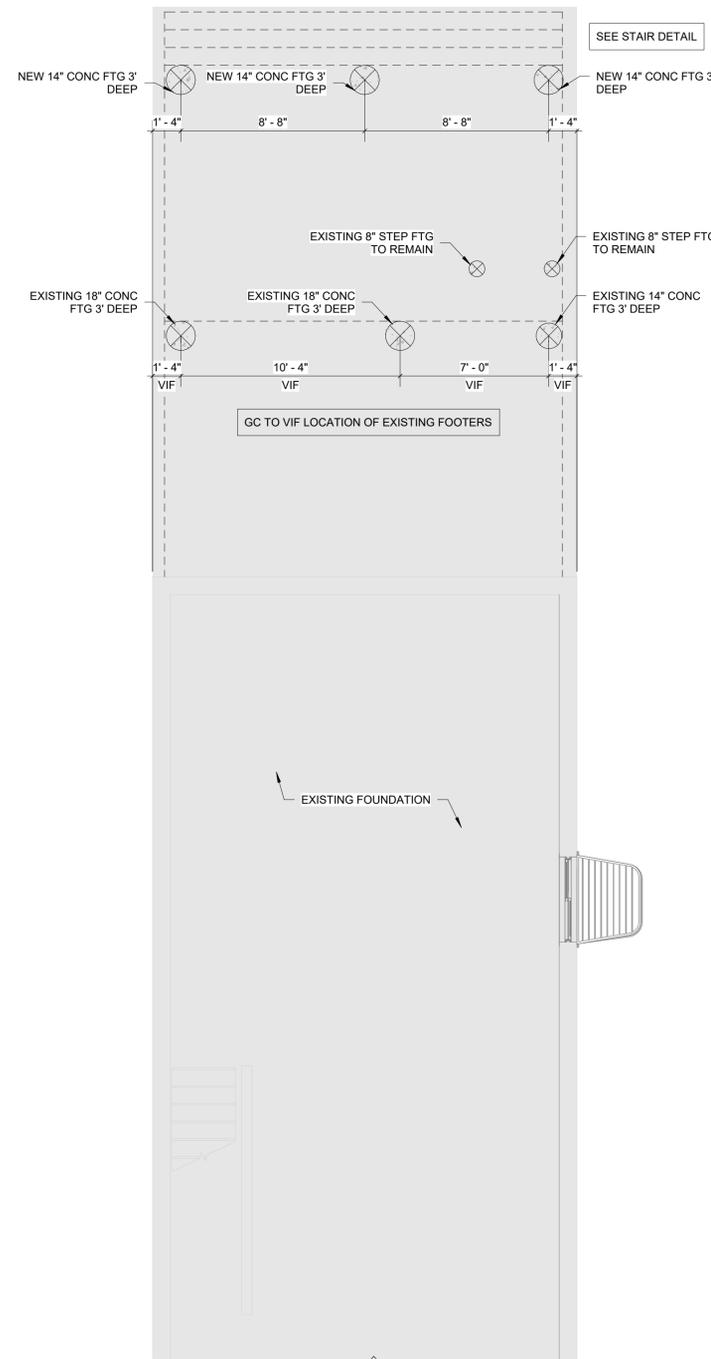
SCALE

AS NOTED

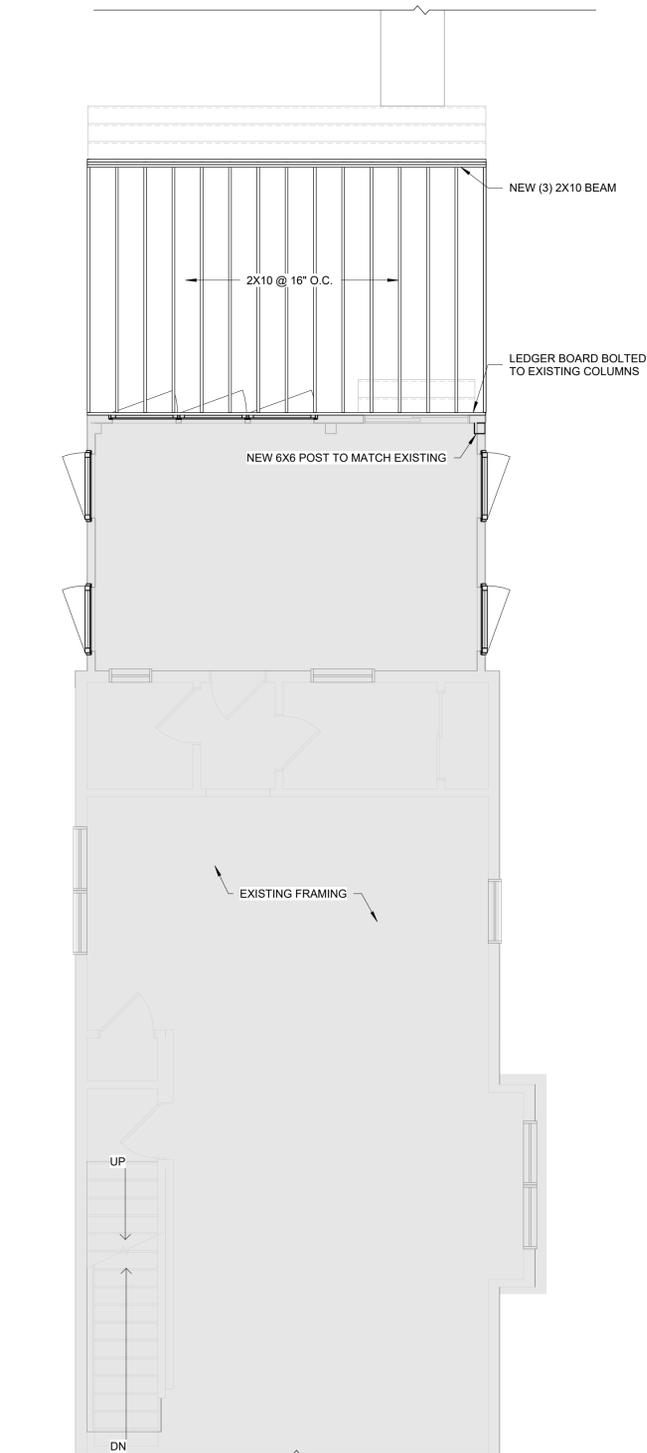
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A200

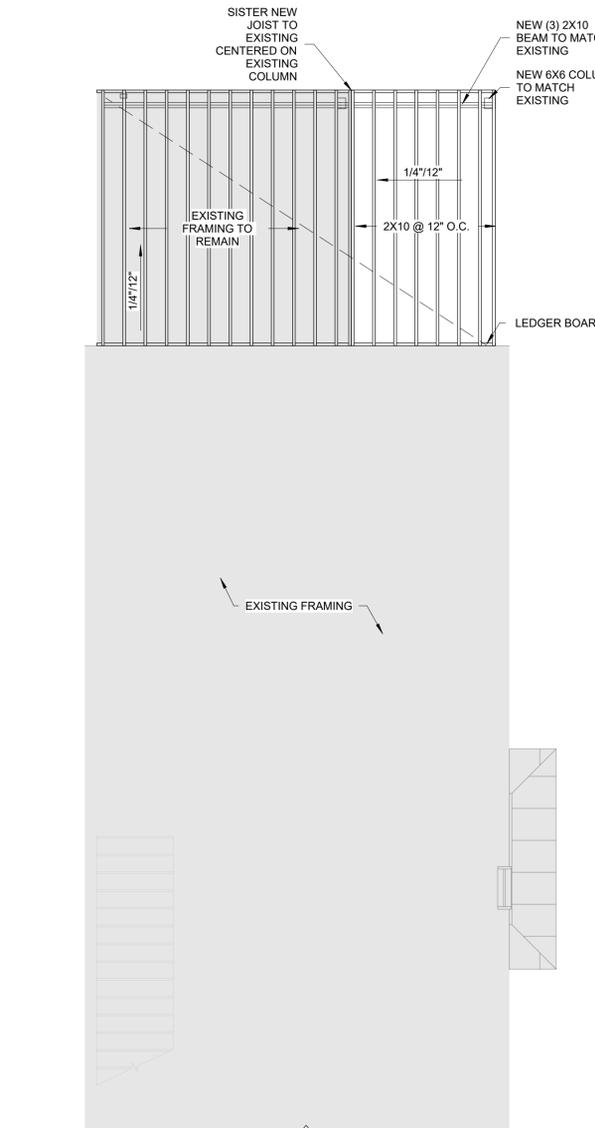
CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



1 BASEMENT - FOUNDATION
1/4" = 1'-0"

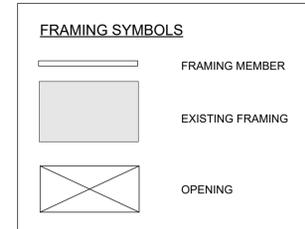


2 FIRST FLOOR - FRAMING
1/4" = 1'-0"



3 SECOND FLOOR - FRAMING
1/4" = 1'-0"

FRAMING NOTES	
1	PROVIDE (3)2X6 POSTS WITHIN 2X4 BEARING WALLS @ ALL BEAM LOCATIONS.
2	BEAMS TO BE FLUSH WITH FLOOR JOISTS UNLESS OTHERWISE NOTED.
3	PROVIDE WOOD HEADERS IN BEARING WALLS AS SCHEDULED UNLESS OTHERWISE NOTED.
4	PROVIDE DOUBLE TOP PLATES IN ALL BEARING WALLS
5	PROVIDE BRIDGING BETWEEN FLOOR JOISTS @ 7'-0" O.C.
6	ALL BUILT UP BEAMS TO HAVE 1/2" PLYWOOD CORES AND BE CONNECTED WITH 1/2" DIA. THROUGH-BOLTS @ 16" O.C. STAGGERED 1 1/2" ABOVE AND BELOW NEUTRAL AXIS.
7	PROVIDE 3.5" MIN. BEARING @ ALL JOISTS & BEAMS.
8	ALL FLOOR DECKING TO BE 3/4" PLYWOOD BOTH GLUED & SCREWED TO FLOOR JOISTS.
9	PROVIDE FULL DEPTH JOIST HANGERS @ ALL JOISTS TO BEAM CONNECTIONS; FASTEN PER MANUFACTURER SPECIFICATIONS
10	PROVIDE FULL DEPTH HANGERS @ ALL BEAM TO BEAM CONNECTIONS; FASTEN PER MANUFACTURER SPECIFICATIONS
11	ALL EXTERIOR TO BE GALVANIZED; ALL EXTERIOR LUMBER TO BE WOLMANIZED
12	ALL LUMBER IN DIRECT CONTACT WITH MASONRY IS TO BE WOLMANIZED UNLESS OTHERWISE NOTED.
13	WHERE FIBERGLASS ROOF DECK IS INSTALLED, USE 12" ON CENTER FRAMING FOR JOIST MEMBERS



BUCKO RESIDENCE
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DRAWING TITLE

**STRUCTURAL
FRAMING PLAN**

REVISIONS

PROJECT NUMBER
2262
DATE
01/17/2023
DRAWN BY
JMB/GER
SCALE
AS NOTED

DRAWING NUMBER

S100

CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



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 OCTOBER 16, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-18

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: Richard S. Mahoney and Gale M. Mahoney
430 Holly Road
Blue Bell, PA 19422

PREMISES INVOLVED: 624 Maple Street
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Jesse Wasmanski, David Wasmanski, Paul Wasmanski
20 Main Street
Schwenksville, PA 19473

The petitioner is seeking a Special Exception pursuant to Section 27-703.B.(1) of the Conshohocken Borough Zoning Ordinance for a change in use from an existing nonconforming trophies/printing/imprinting commercial business use to another nonconforming private vehicle storage garage use within the BR-1 - Borough Residential District 1.

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: October 10, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 624 Maple Street – Zoning Determination

History of the Site:

624 Maple Street is an existing non-conforming, light manufacturing commercial property, developed with a 1-story, 4,836 square-foot stucco warehouse structure. The building was previously occupied by the prior Don-Len, Inc. which was a trophies, printing, imprinting, and engraving commercial business. The property is fronted by Maple Street to the east; a 20-foot wide unnamed alley to the south; residential properties to the west; and commercial and residential properties to the north. The property is located within the BR-1 – Borough Residential One zoning district.

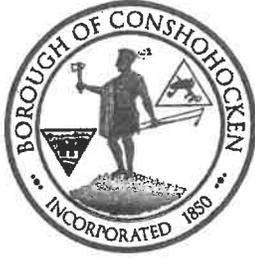
Current Request:

The Applicants, Richard S. Mahoney and Gale M. Mahoney, are proposing to change the existing nonconforming use of the former Don-Len, Inc. trophies, printing, imprinting, and engraving commercial business use to another nonconforming use for the private storage of automotive vehicles within the building. The Applicant is seeking a Special Exception pursuant to the Conshohocken Borough Zoning Code Section §27-703.B.(1) to allow for the change in use from a nonconforming use 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.

Zoning Determination:

Per the Borough of Conshohocken Zoning Ordinance Section 27-1002 – Permitted Uses, the former Don-Len, Inc. trophies, printing, imprinting, and engraving commercial business use was not a permitted use by right within the BR-1 zoning district; and therefore, the use is considered an existing nonconforming use. The Applicant is proposing a change in the commercial use of the building for private storage of automotive vehicles. In accordance with Section 27-1002, private storage of automotive vehicles is also not a permitted use by right within the BR-1 zoning district, nor a use permitted by conditional use under Section 27-1003.

In accordance with Section 27-703.B.(1) of the Conshohocken Borough Zoning Ordinance, a change in use of 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. Therefore, the Applicant would be required to seek a Special Exception pursuant to Section 27-703.B.(1) of the Conshohocken Borough Zoning Ordinance to permit the private storage of automotive vehicles within the existing nonconforming building.



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:

27-703(B)(1) - Change from one non-conforming use to another non-conforming use that is more appropriate.

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

624 Maple Street (Don Len Building)

4. Applicant's Name: Richard S. Mahoney and Gale M. Mahoney, H/W

Address: 430 Holly Road, Blue Bell, PA 19422

Phone Number (daytime): thru counsel 484-344-5429

E-mail Address: 7673rick@gmail.com

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

6. Property Owner: Jesse Wasmanski & David Wasmanski & Paul Wasmanski

Address: 20 Main Street, Schwenksville, PA 19473

Phone Number: *Applicant is settling on the purchase on September 29, 2023. Applicant will be legal

E-mail Address: owner at time of the hearing. Applicant will bring a copy of the deed to the hearing.

7. Lot Dimensions: 64.25' x 80' 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.

The Subject Property consists of a commercial retail business. Existing structure is 62' x 78'. The building and site are existing non-conformities. The building itself is in need of extensive repairs and renovation.

10. Please describe the proposed use of the property.

Applicant proposes to use the Subject Property as a private automobile garage. The garage would only store cars owned by the Mahoney's. No auto repair would occur on premises. The garage would not be open to the public.

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

Applicant will make no changes to the foot print of the Subject Property.

Applicant intends to renovate the structure and the exterior to make the structure more appealing on Maple Street. Applicant will also bring the interior up to current code with respect to fire/safety and ADA requirements.

Applicant also seeks curb cut approval (although the existing curb is almost level with the paving in the cartway) to have a new garage door installed on Maple Street. Applicant is unable to install a garage door on the side alley, since it is very narrow. Additionally, there is a change in elevation of 5 feet from Maple Street to the rear of the property - making a garage door impossible to locate elsewhere than on Maple Street.

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

Applicant seeks a Special Exception to change from one nonconforming use to another that is equally or more appropriate in the BR-1 zoning district pursuant to 27-703(B)(1). The current retail operation had employees and customers coming in and out on a daily basis. The employees and customers would park on the street.

Here, Applicant will not utilize any on-street parking for the use. Also, the use will go from an active use to a passive use. Only the owners will access the Subject Property. No auto repair will occur on the Property. And, the Subject Property will not be open to the public.

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: Mark S. Danek, Esq.

b. Address: 1001 Conshohocken St Rd, Suite 1-210, W. Conshohocken, PA 19428

c. Phone Number: 484-344-5429

d. E-mail Address: mark.danek@obermayer.com



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:

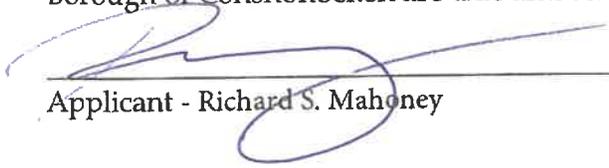
CONDITIONS:

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: _____

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 - Richard S. Mahoney

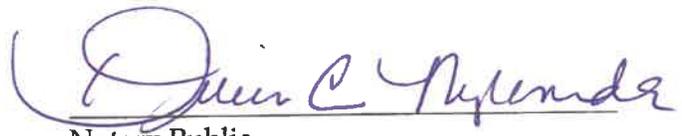
Legal Owner
9-14-23

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 14th day of September, 2023.


Notary Public

Commonwealth of Pennsylvania - Notary Seal
Dawn C Nylander, Notary Public
Montgomery County
My Commission Expires March 28, 2027
Commission Number 1121814

(Seal)



AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

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>Richard S Mahoney and Gale M Mahoney and or nominee</u> _____ _____ _____	SELLER(S): <u>Jesse & David & Paul Wasmanski</u> _____ _____ _____

PROPERTY
PROPERTY ADDRESS <u>624 Maple Street</u> _____ _____
_____ ZIP <u>19428</u>
in the municipality of <u>Borough of Conshohocken</u> County of <u>Montgomery</u> , in the Commonwealth of Pennsylvania. Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>Deed Book - 6255 Page- 02221</u>
Tax ID #(s): <u>05-00-06260-00-8</u>

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Keller Williams Real Estate-Blue Bell</u> Company Address <u>910 Harvest Drive, Blue Bell, PA 19422</u> Company Phone <u>(215)646-2900</u> Company Fax <u>(215)654-6060</u> Broker is (check only one): <input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Anthony J Stipa Jr</u> Direct Phone(s) <u>(610)828-9200</u> Cell Phone(s) _____ Fax _____ Email <u>ajstipa@kw.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Realty Mark Associates-King of Prussia</u> Company Address <u>215 W Church Road/ Suite- 203, King of Prussia, PA 19406</u> Company Phone <u>(215)376-4444</u> Company Fax _____ Broker is (check only one): <input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>George Korkus Jr</u> Direct Phone(s) <u>(610)213-9200</u> Cell Phone(s) <u>(610)213-9200</u> Fax _____ Email <u>georgrkorkus@comcast.net</u> Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials: DS RSM DS GMM ASC Page 1 of 10 DS PW Seller Initials: DS DW DS

1 1. By this Agreement, dated July 31st, 2023, Seller hereby agrees to sell and convey to

2 Buyer, who agrees to purchase, the identified Property.

3 2. PURCHASE PRICE AND DEPOSITS (3-15)

4 (A) Purchase Price \$ _____

5 (_____ and _____ U.S. Dollars), to be paid as follows:

6
7 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,
8 if not included with this Agreement: \$ _____

9 2. Additional Deposit within 30 days of the Execution Date: \$ _____

10 3. _____ \$ _____

11 Remaining balance will be paid at settlement.

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

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

20 3. SETTLEMENT AND POSSESSION (1-23)

21 (A) Settlement Date is September 28, 2023, or before if Buyer and Seller agree.

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

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

28 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

29 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31

30 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December

31 31. School tax bills for all other school districts are for the period from July 1 to June 30.

32 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

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

34 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
35 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
36 is subject to a lease.

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

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

44 4. DATES/TIME IS OF THE ESSENCE (3-15)

45 (A) Written acceptance of all parties will be on or before: August 1st, 2023

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

48 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by
49 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-
50 ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be
51 initialed and dated.

52 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
53 ment of the parties.

54 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
55 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
56 to all parties, except where restricted by law.

57 5. FIXTURES AND PERSONAL PROPERTY (6-20)

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

61 Buyer Initials: RSM GMM

62 Seller Initials: PLW

65 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating;
66 HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated
67 below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: _____
68 _____
69 _____
70 _____

71 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement: _____
72 _____

73 (D) EXCLUDED fixtures and items: _____
74 _____

75 6. ZONING (4-14)

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

78 Zoning Classification, as set forth in the local zoning ordinance: BR-1/ legal non-conforming

79 7. BUYER FINANCING (7-22)

80 (A) Buyer may elect to make this Agreement contingent upon obtaining financing for the purchase of the Property. Regardless of any contingency in this Agreement, if Buyer chooses to obtain financing, the following apply:

- 81 1. Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.
- 82 2. Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. **Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.**
- 83 3. Seller will provide access to insurers' representatives and, as may be required by the lender(s), to surveyors, municipal officials, appraisers, and inspectors.

84 (B) Financing Contingency

85 WAIVED. This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain financing for the Property.

86 ELECTED. This sale is contingent upon Buyer obtaining financing according to the terms outlined below. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller, but in any case no later than _____ (Commitment Date).
87 _____
88 _____
89 _____
90 _____
91 _____

98 First Loan on the Property	Second Loan on the Property
99 Loan Amount \$ _____	Loan Amount \$ _____
100 Minimum Term _____ years	Minimum Term _____ years
101 Type of Loan _____	Type of Loan _____
102 Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%.	103 Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%.

104 1. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24.

105 2. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

106 8. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

107 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will, within _____ days (5 if not specified) of said change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

108 9. SELLER REPRESENTATIONS (1-20)

109 (A) Status of Water

110 Seller represents that the Property is served by:

111 Public Water Community Water On-site Water None _____

112 (B) Status of Sewer

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

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

118 Buyer Initials: RSN GMM

119 Seller Initials: PLW

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

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

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

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

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

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

- (C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
- (D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).
- (E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

- (F) 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 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: _____

- (G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

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

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

1. The presence of smart and green devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those 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.

192

Buyer Initials:

DS RSM DS GMM

DS PW

Seller Initials:

DS DS

193 10. WAIVER OF CONTINGENCIES (9-05)

194 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental
195 conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's
196 failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and
197 Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

198 11. BUYER'S DUE DILIGENCE (3-15)

199 WAIVED. This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including
200 fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property IN ITS PRESENT
201 CONDITION, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this
202 Agreement.

203 ELECTED. This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condition
204 and permitted use of the property is satisfactory. Buyer may, within 30 days (30 if not specified) from the Execution Date
205 of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condi-
206 tion, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications
207 and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by
208 qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements
209 or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due diligence, Buyer
210 determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period,
211 terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
212 Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to termi-
213 nate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accor-
214 dance with the terms and conditions as more fully set forth in this Agreement.

215 (A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed
216 herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CON-
217 DITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own
218 inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.
219 Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or
220 determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the
221 permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection
222 of any of the systems contained therein

223 (B) Any repairs required by this Agreement will be completed in a workmanlike manner.
224 (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance
225 for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance
226 and possible premium increases.

227 12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

228 (A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a
229 property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value
230 for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed
231 value of the property and result in a change in property tax

232 (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in
233 rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement
234 and before settlement, Seller will within 30 days (10 if not specified) of receiving the notices and/or assessments provide a
235 copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 236 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
237 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 238 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
239 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within _____ days
240 (10 if not specified) that Buyer will:

241 Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
242 Paragraph 26 of this Agreement, OR

243 Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
244 Paragraph 24 of this Agreement.

245 If Buyer fails to respond within the time stated in Paragraph 12(B)(2) or fails to terminate this Agreement by written notice to
246 Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

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

251 (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If
252 any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement,

DS
W
DS
DATE
RSM GMM

253 Buyer Initials: RSM GMM

DS PW Seller Initials: DS W W

254 Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by
255 written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with
256 all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice
257 of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement
258 remain in full force and effect.

259 **13. TAX DEFERRED EXCHANGE (4-14)**

260 (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
261 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be
262 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any
263 additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's
264 interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be
265 required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall
266 Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and
267 hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction

268 (B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
269 Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be
270 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any
271 additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest
272 in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required
273 to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall
274 indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange
275 transaction.

276 **14. COMMERCIAL CONDOMINIUM (10-01)**

277 NOT APPLICABLE.

278 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresiden-
279 tial use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act
280 of Pennsylvania (68 Pa.C.S. §3101 *et seq.*).

281 **15. TITLES, SURVEYS AND COSTS (6-20)**

282 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
283 ular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions;
284 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
285 ground; easements of record; and privileges or rights of public service companies, if any.

286 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
287 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
288 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

289 (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal
290 description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by
291 Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

292 (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or
293 before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing.
294 A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the
295 Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that
296 the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the
297 death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer

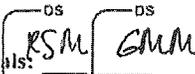
298 (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
299 specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey.
300 If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termina-
301 tion, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse
302 Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and
303 for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).

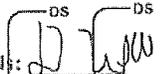
304 (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representa-
305 tion about the status of those rights unless indicated elsewhere in this Agreement.

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

307 **(G) COAL NOTICE (Where Applicable)**

308 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
309 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE
310 COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
311 LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND (This notice is set forth in the manner provided in
312 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
313 subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to
314 mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for
315 the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act
316 of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision

317 Buyer Initials: 

 Seller Initials: 

318 (H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____
319

320 (I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
321

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

323 2. **Notice Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
324 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
325 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-
326 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
327 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
328 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
329 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
330 the Act gives certain rights and protections to buyers.

331 **16. MAINTENANCE AND RISK OF LOSS (10-06)**

332 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con-
333 dition, normal wear and tear excepted.

334 (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed,
335 or damaged as a result of any cause whatsoever.

336 (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
337 replaced, Buyer will:

338 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR

339 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
340 Paragraph 24 of this Agreement.

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

342 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
343 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

344 **18. ASSIGNMENT (1-10)**

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

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

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

351 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
352 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
353 Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by
354 Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

355 **20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)**

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

360 **21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)**

361 Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the
362 Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor
363 (Seller) is a foreign person.

364 Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal
365 Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To
366 inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees
367 to furnish Buyer, at or before closing, with the following:

368 An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a
369 foreign person.

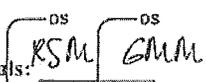
370 A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.

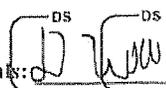
371 Other: _____

372 **22. REPRESENTATIONS (1-10)**

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

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

379 Buyer Initials: 

 Seller Initials: 

380 **23. BROKER INDEMNIFICATION (6-13)**

381 (A) Buyer and Seller represent that the only Brokers involved in this transaction are: _____
382 _____

383 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any
384 claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party
385 shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify
386 and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either
387 party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any
388 person or entity. This paragraph shall survive settlement.

389 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an
390 expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide
391 advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa-
392 tions or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop-
393 erty, including but not limited to those conditions listed in Paragraph 9(C).

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

395 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
396 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID.
397 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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

- 400 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
401 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 402 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
403 Broker how to distribute some or all of the deposit monies.
- 404 3. According to the terms of a final order of court.
- 405 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
406 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24 (C))

407 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 30 days (180 if not
408 specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termina-
409 tion of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's
410 written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is
411 the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt
412 of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
413 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
414 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
415 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
416 maintain their legal rights to pursue litigation even after a distribution is made.

417 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania
418 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
419 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

420 (E) Seller has the option of retaining all sums paid by Buyer, including deposit monies, should Buyer:
421 1. Fail to make any additional payments as specified in Paragraph 2, OR
422 2. Furnishes false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
423 Buyer's legal or financial status, OR
424 3. Violate or fails to fulfill and perform any other terms or conditions of this Agreement.

425 (F) **Unless otherwise checked in Paragraph 24(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:

- 426 1. On account of purchase price, OR
- 427 2. As monies to be applied to Seller's damages, OR
- 428 3. As liquidated damages for such default.

429 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUI-
430 DATED DAMAGES**

431 (H) If Seller receives all sums paid and/or owed by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph
432 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

433 (I) Brokers and licensees are not responsible for unpaid deposits.

434 **25. ARBITRATION OF DISPUTES (1-00)**

435 Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by
436 either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection
437 of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of
438 record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third
439 and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law
440 Arbitration 42 Pa. C.S.A. §7341 *et seq.* This agreement to arbitrate disputes arising from this Agreement will survive settlement.

441

Buyer Initials:

DS DS
RSM GMM

DS
PW

Seller Initials:

DS DS
JW

442 26. RELEASE (9-05)

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

451 27. REAL ESTATE RECOVERY FUND (1-18)

452 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
453 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
454 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
455 3658.

456 28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)

457 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
458 satisfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer,
459 those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the
460 parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall
461 be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied
462 only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

463 29. NOTICE BEFORE SIGNING (4-14)

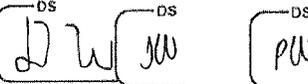
464 Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers
465 have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this
466 Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax
467 effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not
468 limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge
469 receipt of a copy of this Agreement at the time of signing. This Agreement may be executed in one or more counterparts, each of
470 which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.
471 WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return of this Agreement, and any addenda and amend-
472 ments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

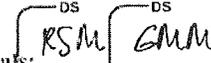
473 30. SPECIAL CLAUSES (4-14)

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

- 475 Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- 476 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- 477 Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
- 478
- 479
- 480

481 (B) Additional Terms: * It is hereby agreed that paragraph 12 (C) shall now read : The buyer's assume responsibility for obtaining
482 the Use and Occupancy Permit from the Borough Of Conshohocken. This includes any required repairs or the signing of an
483 affidavit to complete such post-settlement.

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505
506 Buyer Initials: ^{DS} ^{DS} ^{DS}  Seller Initials: ^{DS} ^{DS} ^{DS} 

507 *RSM GMM* Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.
508 *DS DS* Code §35.336.

509 *RSM GMM* Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
510 *DS DS*

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

DocuSigned by:
512 BUYER *Richard S. Mahoney* DATE 7/31/2023
Richard S. Mahoney and Gale M Mahoney

513 Mailing Address _____
DocuSigned by:

514 Phone(s) _____ Fax _____ Email 7/31/2023
515 BUYER *Gale M. Mahoney* DATE _____

516 Mailing Address _____
517 Phone(s) _____ Fax _____ Email _____

518 BUYER _____ DATE _____

519 Mailing Address _____
520 Phone(s) _____ Fax _____ Email _____

521 AUTHORIZED REPRESENTATIVE _____

522 Title _____
523 COMPANY _____

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

526 VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized
527 by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or
528 exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the
529 shareholders or members to 15 P.S. §1311.

530 SELLER *Jesse David & Paul Wasmanski* DATE 8/2/2023

531 Mailing Address _____
532 Phone(s) _____ Fax _____ Email _____

533 SELLER *Jesse Wasmanski* DATE 8/2/2023

534 Mailing Address _____
535 Phone(s) _____ Fax _____ Email _____

536 SELLER *Paul Wasmanski* DATE 8/1/2023

537 Mailing Address _____
538 Phone(s) _____ Fax _____ Email _____

539 AUTHORIZED REPRESENTATIVE _____

540 Title _____
541 COMPANY _____

CHANGE IN TERMS ADDENDUM TO AGREEMENT OF SALE

CTA

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

- 1 **PROPERTY** 624 Maple Street, Conshohocken, PA 19428
- 2 **SELLER** Jesse & David & Paul Wasmanski
- 3 **BUYER** Richard S Mahoney and Gale M Mahoney

4 **The following terms of the Agreement of Sale are changed as stated below:**

5 **1. REPAIRS**

6 Seller, at Seller's expense, will complete the following repairs no later than _____ days prior to Settlement Date (prior to
7 settlement, if not specified), in a workmanlike manner, with all required permits, according to the attached contractor's proposal(s),
8 if any, the terms of which, including the persons and specifications contained therein, shall become part of this Agreement:
9
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24 **2. SELLER ASSIST**

25 Seller Assist is changed to \$ _____, or _____ % of the Purchase price, maximum, toward Buyer's costs as per-
26 mitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage
27 lender.

28 **3. PURCHASE PRICE**

29 Purchase price is changed from \$ _____ to \$ _____.

30 **4. ACCEPTANCE & SETTLEMENT**

- 31 (A) Written acceptance of all parties will be on or before: _____
- 32 (B) Settlement Date is changed from September 28, 2023 to September 29, 2023

33 **5. MORTGAGE TERMS**

34 (A) **Mortgage Type** is changed from _____ to _____

35 (B) **Mortgage amount**

- 36 1. First mortgage amount is changed from \$ _____ to \$ _____
- 37 2. Second mortgage amount is changed from \$ _____ to \$ _____

38 (C) **Mortgage Lender**

- 39 1. First mortgage lender is changed to _____
- 40 2. Second mortgage lender is changed to _____
- 41 3. Buyer will submit a completed, written mortgage application to the identified lender(s), if any, according to the terms of the
42 Mortgage Contingency paragraph of the Agreement of Sale on or before: _____

43 (D) **Loan-To-Value (LTV) ratio** (For conventional loans)

44 First mortgage LTV ratio not to exceed _____ % Second mortgage LTV ratio not to exceed _____ %

45 (E) **Date for Buyer to deliver documentation** of lender's approval of Buyer's mortgage, whether conditional or outright, is
46 changed from _____ to _____

47 Buyer Initials

DS DS DS

CTA Page 1 of 2

Seller Initials: _____



48 **6. TIME PERIODS**

- 49 (A) The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____.
- 50 The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____.
- 51 The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____.
- 52 The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____.
- 53 The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____.
- 54 (B) The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.
- 55 The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.
- 56 The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.
- 57 The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.
- 58 The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.

59 **7. OTHER**

60 _____

61 _____

62 _____

63 _____

64 _____

65 _____

66 _____

67 _____

68 All other terms and conditions of the Agreement, including all other time periods, remain unchanged and in full force and effect.

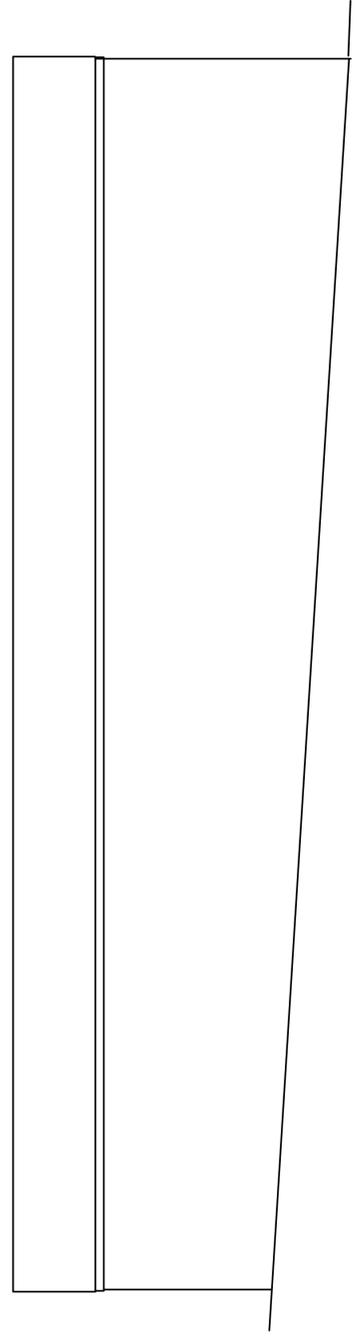
69	DocuSigned by: <i>Richard S. Mahoney</i> BUYER	Richard S Mahoney and Gale M Mahoney	DATE	8/31/2023
70	<i>Gale M. Mahoney</i> BUYER		DATE	8/31/2023
71	DocuSigned by: <i>David Wasmanski</i> SELLER	Jesse & David & Paul Wasmanski	DATE	9/5/2023
72	<i>Paul Wasmanski</i> SELLER		DATE	9/6/2023
73	DocuSigned by: <i>Paul Wasmanski</i> SELLER		DATE	9/9/2023
74			DATE	

PROPOSED RENOVATIONS
RICHARD & GAIL MAHONEY
624 MAPLE STREET
CONSHOHOCKEN, PA 19428

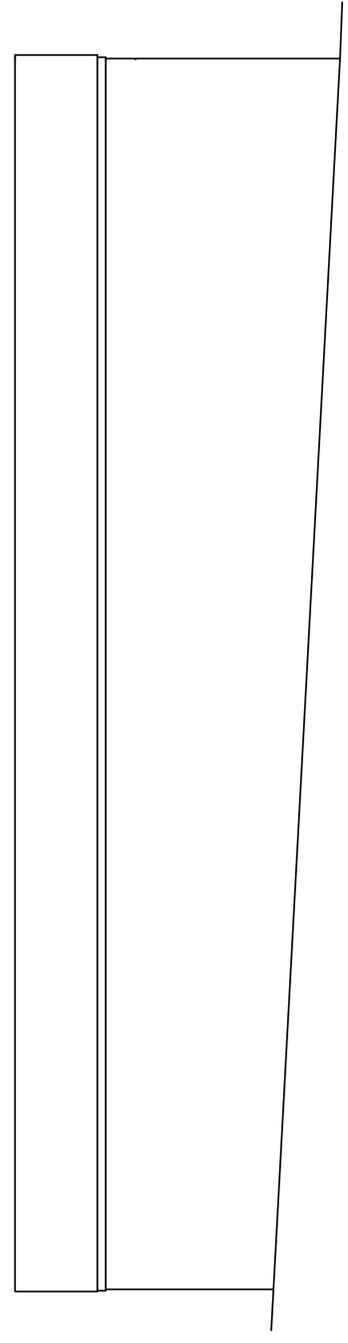
BETTS DESIGN GROUP, LLC
31202 NORTH GRANITE REEF ROAD
SCOTTSDALE, AZ 85266
JOHN@JBETTSARCHITECTURE.COM

DATE	DWN
9/11/23	JRB
REVISIONS	
9/12/23 PER PRF-MEETING	

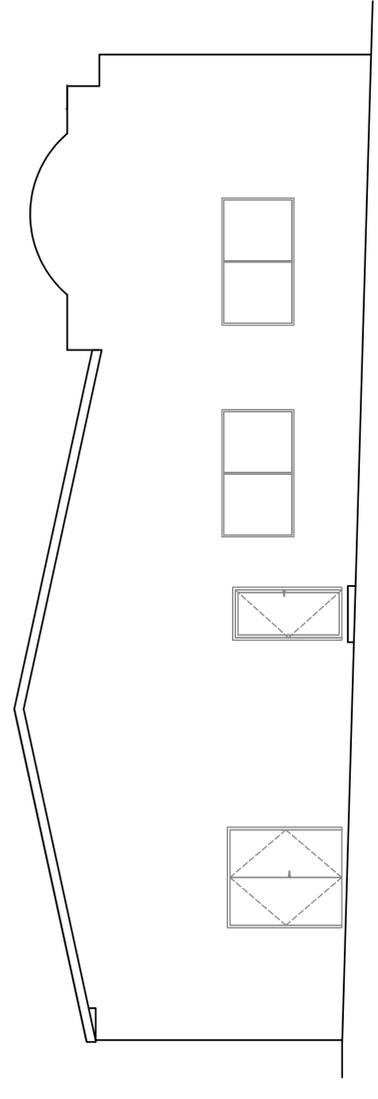
SHEET TITLE



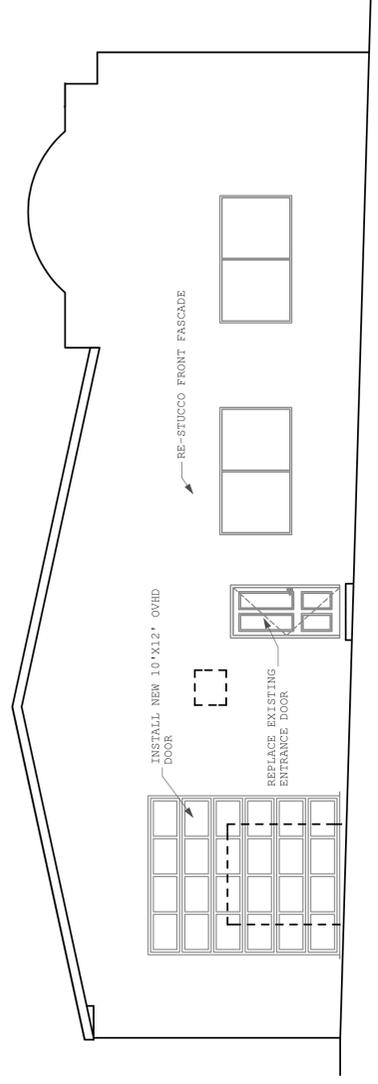
EXISTING LEFT SIDE ELEVATION (ALLEY)
SCALE 3/16" = 1'-0"



REVISED LEFT SIDE ELEVATION (ALLEY) (NO CHANGES)
SCALE 3/16" = 1'-0"



EXISTING FRONT ELEVATION (MAPLE STREET)
SCALE 3/16" = 1'-0"



REVISED FRONT ELEVATION (MAPLE STREET)
SCALE 3/16" = 1'-0"







CONSHY
STRONG

LEW-2883

DON-LEN INC.

UNIFORMS • CORPORATE GIFTS • SILK SCREENING • EMBROIDERY
GRAPHIC DESIGNS • GLASS • ACRYLICS • ENGRAVED SIGNS • ADV. SPECIALTIES
ALL WORK DONE ON PREMISES • 1 DAY SERVICE AVAILABLE

624-626





DON-LEN

UNIFORMS • CORPORATE GIFTS • SIGN SCREENING • EMBROIDERY
GRAPHIC DESIGN • GLASS • ACETALS • ENGRAVED SIGNS • AND SPECIALTIES
ALL WORK DONE ON PREMISES • 1 DAY SERVICE AVAILABLE



COLD BEER TO GO
WE DELIVER







CAUTION
WARNING

MAPLE ROOM
ENTRANCE





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 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

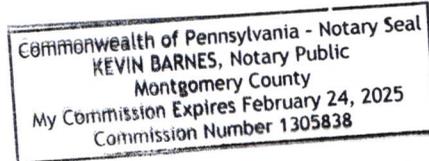
February, 2023

February

Kevin Barnes

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:

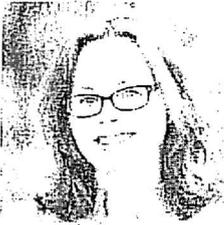
BY ORDER OF THE ZONING HEARING BOARD

	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

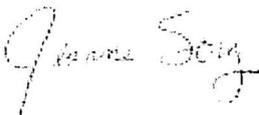
Document Type: Deed	Transaction #: 3510441 - 1 Doc (s)
Document Date: 01/17/2017	Document Page Count: 2
Reference Info:	Operator Id: msanabia

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

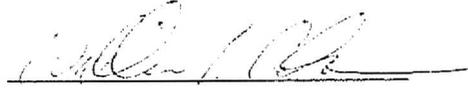
\$15.00
TG

{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

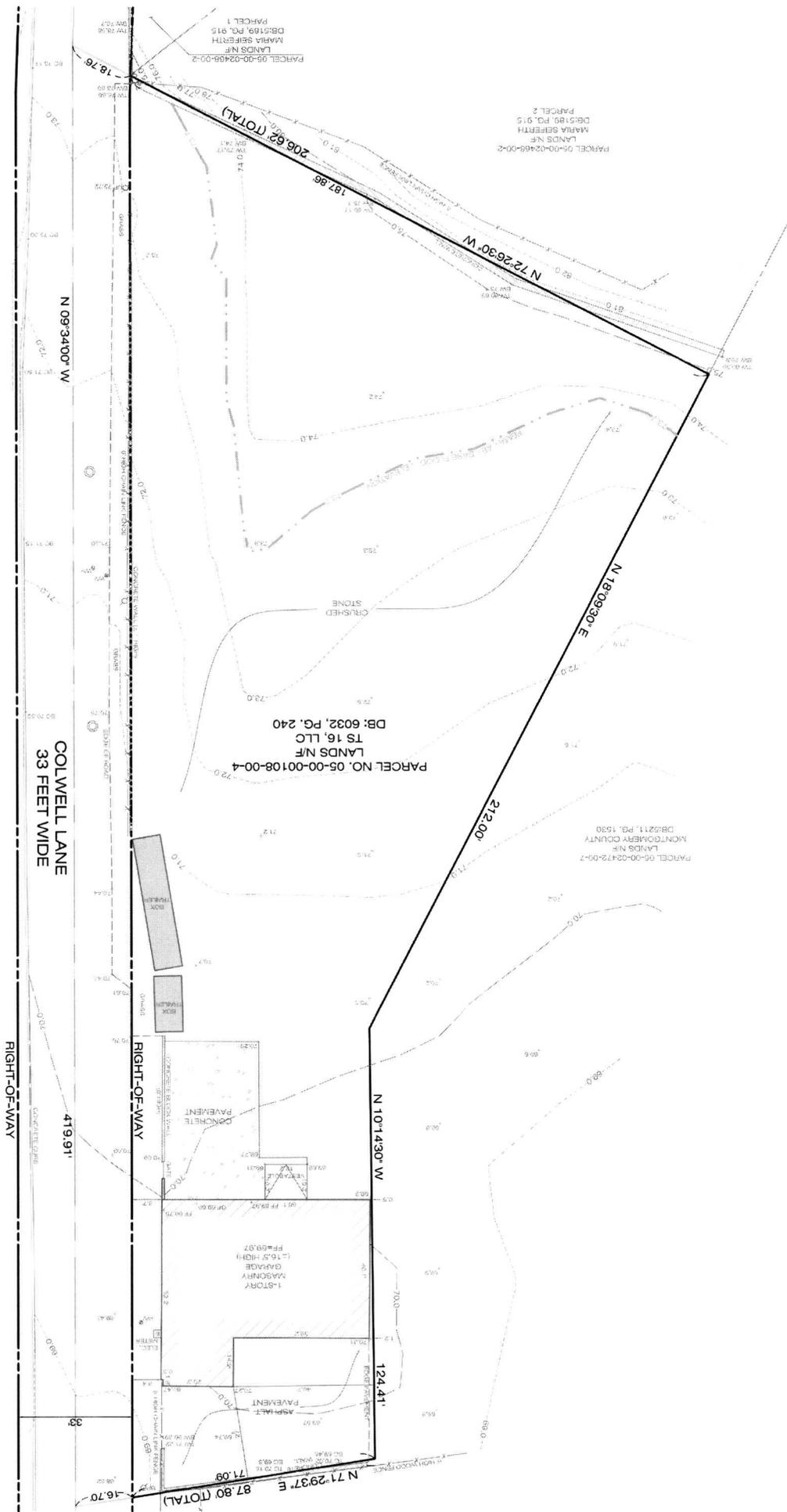


Exhibit “C”
Zoning Officer’s Letter



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.

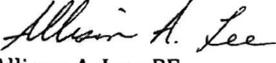
YOUR FAILURE TO COMPLY WITH THIS NOTICE WITHIN THE TIME SPECIFIED UNLESS EXTENDED BY APPEAL TO THE ZONING HEARING BOARD CONSTITUTES A VIOLATION OF THE ZONING ORDINANCE WHICH MAY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY RESULT IN A JUDGEMENT AGAINST YOU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

January 12, 2023
TS 16, LLC

Page 2
5 Colwell Lane – Zoning Enforcement Notice

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
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 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

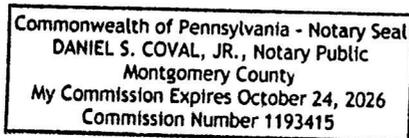
As subscribed and sworn to before me this 19th day of

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

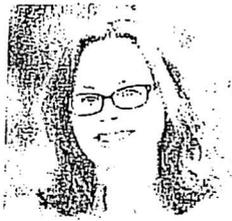
that use. The Applicant is entitled to continue the non-conforming use of the property. The use of the property at present, by Safe Zone and Asplundh, is nothing more than a continuation of the prior, pre-existing contractor storage use. The use is reasonable and is consistent with the uses permitted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

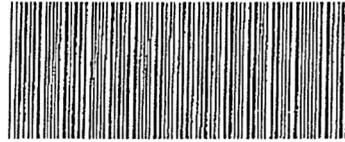
The grant of relief will not adversely affect the public health, safety or general welfare, and will cause no adverse effect. Without the grant of a variance from the floodplain regulations, this property will suffer a hardship as none of the uses permitted in the floodplain district are economically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

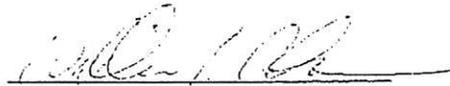
MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-00108-00-4 CONSHOHOCKEN
5 COLWELL LN
WRUBEL BERENICE \$15.00
B 006 U 030 L 4280 DATE: 01/27/2017 TG

{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

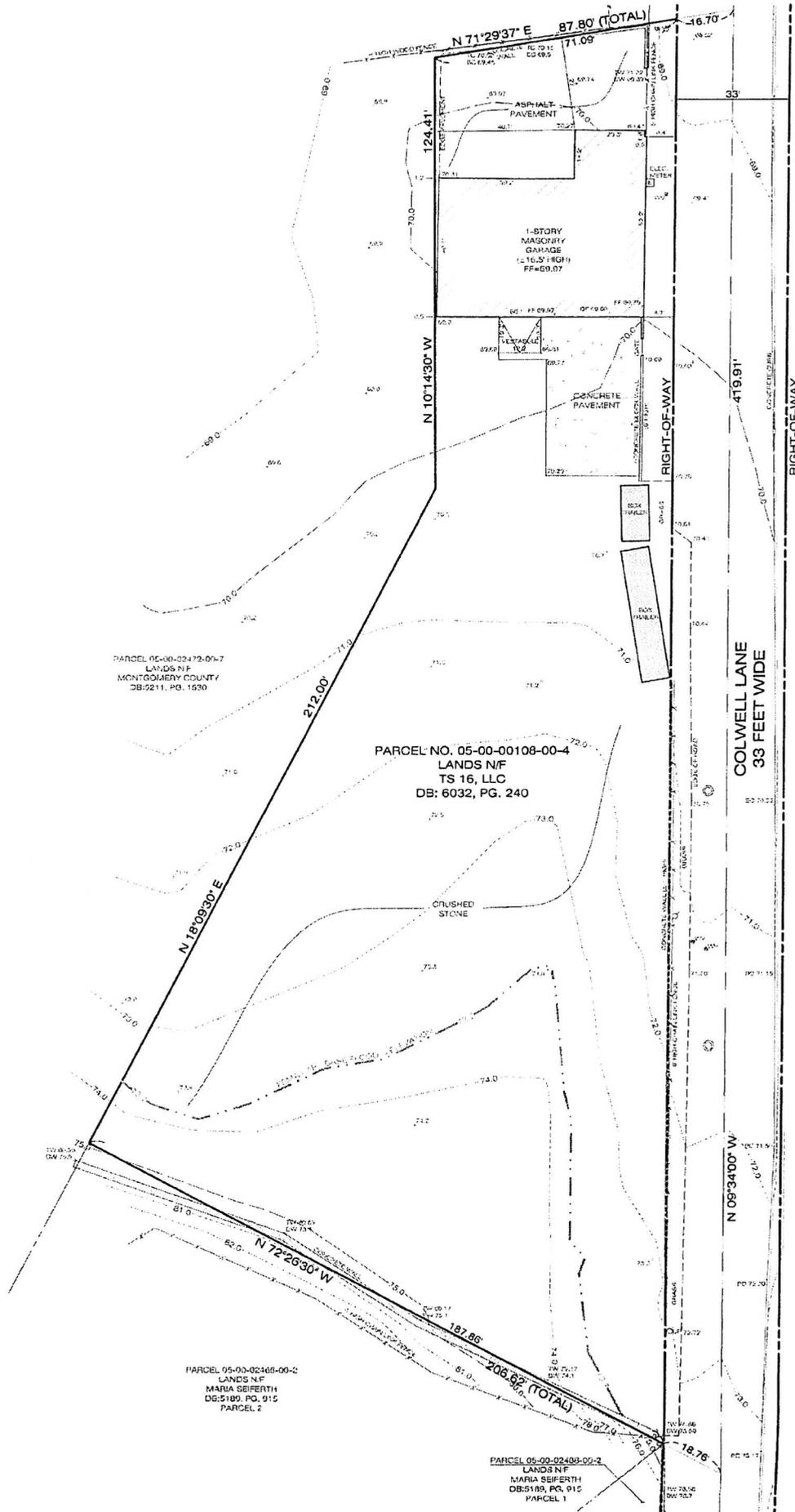


EXHIBIT C-1



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.

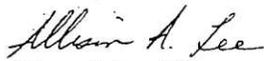
Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing 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,

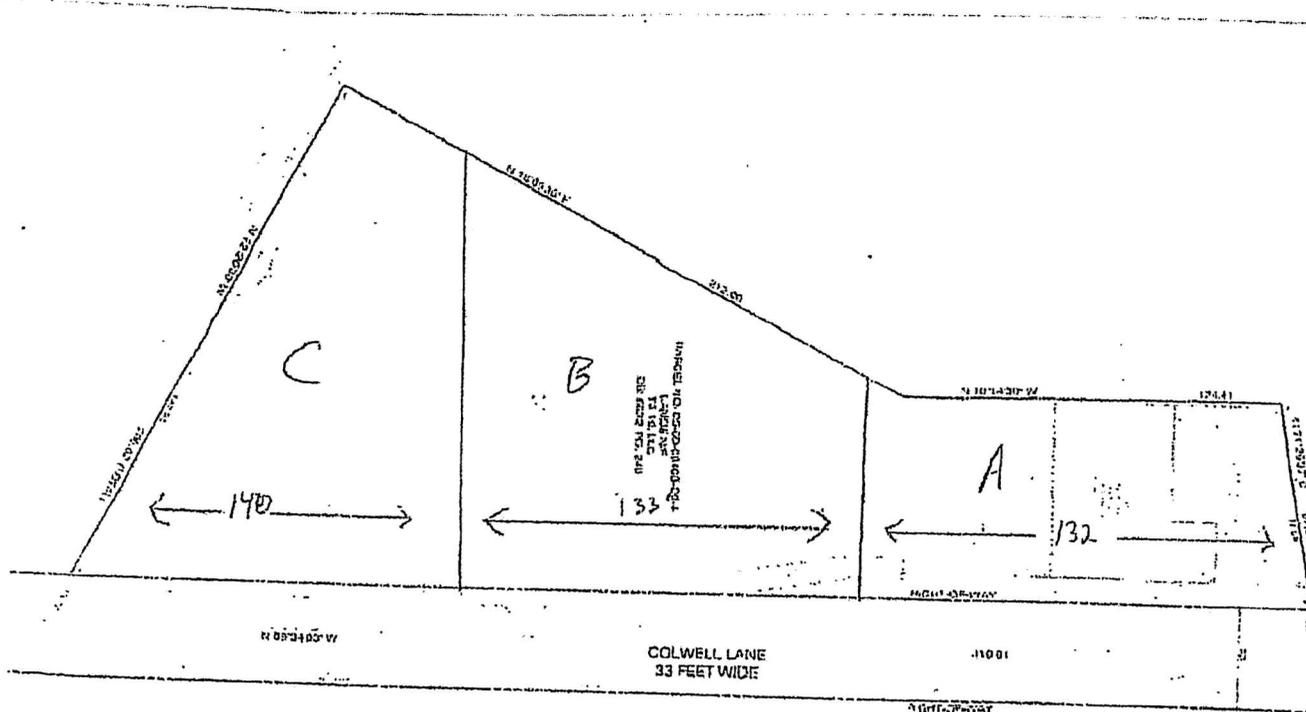


Allison A. Lee, PE
Zoning Officer

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
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 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

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 Pages: 6
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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.

30D84C95-B0B7-4FA5-8E72-F811D0B3E716 --- 2023/09/11 10:44:05 -5:00 --- Remote Notary





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.

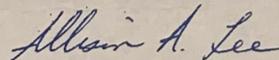
By **September 11, 2023**, you must come into compliance with the Borough ordinance by removing the deck and stairs that were constructed without Borough permits.

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

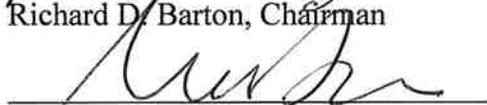
AND NOW, this 5th day of May 2022, the Application of David and Lisa McLafferty, seeking a variance from the Conshohocken Borough Zoning Ordinance of 2001, is **GRANTED** to permit the construction of an accessory structure with a height of 24 feet measured to the midpoint of the sloped roof and 28 feet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

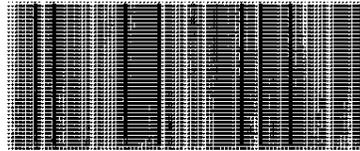

Marlowe Doman

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 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



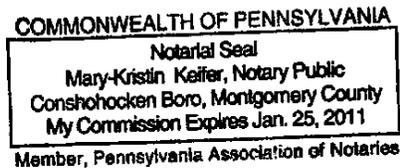
Commonwealth of Pennsylvania
County of Montgomery

On this, the 4th day of April, 2009, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the county of CHESHIRE, 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

GRASS AREA 12'x15'

GRASS AREA 5'x12W

2ND AVE.

46