



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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Kathleen Kingsley, Vice-President
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Stephanie Cecco
Borough Manager

OCTOBER 21, 2024, ZONING HEARING BOARD MEETING PACKET

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BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
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Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE APRIL 15, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-09

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on April 15, 2024 at 6:30 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: Derek and Makenzie Dalmolin
1915 Cori Lane, Blue Bell, PA 19422

PREMISES INVOLVED: 447 West 6th Avenue
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Derek and Makenzie Dalmolin
1915 Cori Lane, Blue Bell, PA 19422

The petitioner is seeking a Special Exception pursuant to Section §27-823 and a Variance from Section §27-823.B to permit a group home use within the BR-1 - Borough Residential District 1; and to permit the required two (2) off-street parking spaces for the group home use to be located in the front yard of the group home, whereas no off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.

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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Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: April 9, 2024
To: Stephanie Cecco, Allison Flounders
From: Allison A. Lee, PE
Re: 447 West Sixth Avenue - Zoning Determination

History of the Site:

447 West Sixth Avenue is comprised of an existing three (3)-story single-family semi-detached (twin) residential dwelling that was constructed in 1992. The 2,142 SF property is located within the BR-1 - Borough Residential District 1 zoning district. The property was used as a primary residence until 2017 when it was converted into a rental property for two (2) sets of tenants.

The site is fronted by West Sixth Avenue (80' right-of-way) to the north; and residential properties also located within the BR-1 zoning district in all other directions.

There is an existing attached garage and approximately 30-foot long x 10-foot wide driveway located to the front of the existing dwelling. There is also straight in parking available within the W. Sixth Avenue right-of-way along the site frontage.

Current Request:

The property owner has executed a residential lease to a current tenant caretaker that is providing housing, supervision, and care for up to two (2) high-functioning adults with special needs. This independent living arrangement is supported by an organization that provides 24-hour supervision and support.

The Applicant is seeking a Special Exception pursuant to Section §27-823 of the Conshohocken Borough Zoning Ordinance to permit a group home use within the BR-1 - Borough Residential District 1. The Applicant will also need to seek a variance from Section §27-823.B of the Conshohocken Borough Zoning Ordinance to permit the required two (2) off-street parking spaces for the group home use to be located on the existing driveway within the front yard, whereas no off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.

Zoning Determination:

The current request is pursuant to a zoning enforcement letter that was issued on December 5, 2023 for the operation of a group home use without the required special exception pursuant to Section §27-823 of the Conshohocken Borough Zoning Ordinance.

Per Section §27-202 of the Borough Zoning Ordinance, a group home is defined as a residential facility used as living quarters by any number of unrelated persons requiring special care, and their attendant adult supervisors, specifically designed to create a residential setting for the mentally and physically handicapped (as a permitted use), or for other similar uses (as a special exception). The individuals may be either transient or permanent residents. Any number of handicapped persons, as defined in Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988, have the right to occupy a dwelling unit in the same manner and to the same extent as any family unit.

The current use of the subject property is considered a group home use by definition.

Pursuant to Part 8 of the General Regulations, Section §27-823, group homes *“shall be permitted by special exception in the RO, BR-1, and BR-2 Zoning Districts, subject to the additional requirements below:*

- A. *In place of the off-street parking requirements for residential units, all group homes shall have one off-street parking space for each resident staff member. Also, one off-street parking space for every five handicapped residents.*
- B. *No off-street parking shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.*
- C. *All group homes will conform to the type and outward appearance of the residences in the area in which they are located. This provision shall in no way restrict the installation of any ramp or other special features required to serve handicapped residents.*
- D. *Any medical or counseling services provided shall be done only for the residents of the group home.”*

The above referenced property is located within the BR-1 – Borough Residential District 1 zoning district. Therefore, the Applicant is required to obtain a Special Exception pursuant to Section §27-823 to permit a group home use within the BR-1 zoning district.

In accordance with the Applicant’s narrative, there is currently one (1) resident staff member and two (2) handicapped residents. The site currently has an attached garage and an approximately 30-foot long x 10-foot wide driveway located to the front of the existing dwelling that may be able to accommodate up to two (2) off-street parking spaces.

The Applicant should clarify the current parking arrangement of the property with the two (2) sets of tenants.

Although there is an existing front garage and driveway on the property, the use of the garage and driveway was for the primary residence use. Since the Applicant is requesting a new group home use on the property, the Applicant must comply with the group home code provisions of Section §27-823. Therefore, the Applicant is required to seek a variance from Section §27-823.B to permit the off-street parking for the group home use to be located within the front yard area, whereas no off-street parking between the front wall of the principal structure and the curb of the street toward which that wall is oriented is permitted. In addition, the Applicant shall comply with the additional code provisions of Sections §27-823.C & D as noted above.



BOROUGH OF CONSHOHOCKEN

Zoning Administration

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Kathleen Kingsley, Member
Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

SENT VIA CERTIFIED MAIL AND U.S. MAIL

December 5, 2023

Property Owner:

Derek Ian Dalmolin
Makenzie Newman
447 W. 6th Avenue
Conshohocken, PA 19428

Secondary Address:

Derek Ian Dalmolin
Makenzie Newman
1915 Cori Lane
Blue Bell, PA 19422

**Re: 447 W. 6th AVENUE
PARCEL ID NO.: 05-00-09160-20-4
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 Ordinance in the use and occupancy of the property as a group home. In accordance with Section 27-202 of the Zoning Ordinance, a group home is defined as a residential facility used as living quarters by any number of unrelated persons requiring special care, and their attendant adult supervisors, specifically designed to create a residential setting for the mentally and physically handicapped (as a permitted use), or for other similar uses (as a special exception). The individuals may be either transient or permanent residents. Specifically, the property is in violation of Part 8 - General Regulations of Zoning Code Section 27-823. A. & B. as follows:

*Section 27-823.A. & B. – Group Homes shall be permitted by **special exception** in the RO, **BR-1**, and **BR-2** Zoning Districts, subject to the additional requirements below:*

- A. In place of the off-street parking requirements for residential units, all group homes shall have one off-street parking space for each resident staff member. Also, one off-street parking space shall be provided for every five handicapped residents.*
- B. No off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.*

The property is located within the BR-1 – Borough Residential District 1 and you are required to seek a Special Exception from the Conshohocken Borough Zoning Hearing Board to permit a group home use on the subject property. No record of a Special Exception has been granted for a group home use on the subject property. Should a Special Exception be granted, the use must comply with the off-street parking accommodations and use requirements per Zoning Code Section 27-823.

By **January 5, 2024**, you must come into compliance with the outlined zoning code requirements.

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 FEES INCURRED BY THE BOROUGH. EACH DAY THAT THE VIOLATION CONTINUES MAY CONSTITUTE A SEPARATE VIOLATION.

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

Sincerely,



Allison A. Lee, PE
Zoning Officer

PENNONI ASSOCIATES INC.

cc: Ray Sokolowski
Stephanie Cecco
Chris Small



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: Z-2024-09
Date Submitted: 3-13-24
Date Received: 3-13-24

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Section 27-202

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

447 W 6th Ave, Conshohocken, PA 19428

4. Applicant's Name: Derek Dalmolin

Address: 1915 Cori Ln, Blue Bell, PA 19422

Phone Number (daytime): 201-450-2064

E-mail Address: derek2014502064@gmail.com

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

6. Property Owner: Derek and Makenzie Dalmolin

Address: 1915 Cori Ln, Blue Bell, PA 19422

Phone Number: 201-450-2064

E-mail Address: derek2014502064@gmail.com

7. Lot Dimensions: 21 x 102 = 2,142 sq ft 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.

Property was a primary residence until 2017. The residence has been a rental property since 2017 and there have been two sets of tenets during that time.

The residence is 16 x 38 and total internal square footage is 1,216. This calculation does not include a small finished basement space that contains a half bath, clothes washer and dryer, and utility room.

10. Please describe the proposed use of the property.

The property will continue to be used as a rental property for the foreseeable future.

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

There are no proposed improvements to the property. Following the recent inspection, we were informed a special exception is needed to the zoning to allow the property to be used as group home.

Current tenant is a caregiver that provides housing for up to two high-functioning adults with special needs. This arrangement provides 24-hour supervision and support for their clients' independent living. This request is being made to support their continued use of the property and ensure the property is appropriately filed with the borough.

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

The current tenants are self-contained and supported by an organization that provides 24-hour care. There is no negative impact on the surrounding homes or community and no additional parking or community or city services needed at the property. Additionally this arrangement provides a much needed service to people with disabilities that allows them to live in an independent manner.

Note: Given property garage and extended driveway, no additional parking is required or requested to support the tenants. Therefore, "Part 8 - General Regulations of Zoning Code Section 27-823 A&B" does not apply.


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

a. The unique characteristics of the property: The property is a duplex townhome with a one-car garage and a driveway large enough for two cars

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

The zoning ordinance prevents the owners from utilizing their discretion as to whom would be good tenants for the property and for the local community. The owners of the property are invested in ensuring the property and surrounding areas are kept at the highest standards to benefit their investment and the community. The owners also have direct connections to the disabled community and felt renting to this organization was for the greater good of society.

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

The tenants are high functioning individuals with disabilities that receive 24-hour support and care without an impact to their neighbors or larger community. From this perspective they are ideal tenants and inhabitants of the property. Per 2015 county-level statistics from the American Community Survey (ACS), the prevalence of people with disabilities in Montgomery County is 9.4%. As such, we feel this representation is in line with our 

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

The borough defines this arrangement as a group home and therefore requires a special exception. No additional exception is being requested. In review of multiple tenants we viewed this tenant to be best qualified for the property and community; and not moving forward with the best qualified tenant would have been discriminatory.

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

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

N/A - Not contesting the determination. Just requesting a special exception to the zoning ordinance.

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

N/A

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

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

N/A

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

N/A

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

N/A

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

a. Attorney's Name: _____

b. Address: _____

c. Phone Number: _____

d. E-mail Address: _____

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

Derek Dalmolin

Applicant

Derek and Makenzie Dalmolin

Legal Owner

3/8/2024

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 11TH day of MARCH, 2024.

Alea K. Pacell
Notary Public

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

(Seal)



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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

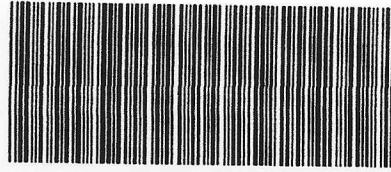
DATE OF ORDER: _____



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

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

DEED BK 5886 PG 01212 to 01215
 INSTRUMENT # : 2013090539
 RECORDED DATE: 08/26/2013 12:54:23 PM



2972951-0013W

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed	Transaction #: 2939970 - 2 Doc(s)
Document Date: 08/09/2013	Document Page Count: 3
Reference Info:	Operator Id: estaglia
RETURN TO: (Simplifile) Services Abstract 794 Penllyn Blue Bell Pike Suite 200 Blue Bell, PA 19422 (215) 654-6160	PAID BY: SERVICES ABSTRACT

*** PROPERTY DATA:**

Parcel ID #: 05-00-09160-20-4
 Address: 447 W SIXTH AVE
 CONSHOHOCKEN PA
 19428
 Municipality: Conshohocken Borough
 (100%)
 School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$310,000.00
TAXABLE AMOUNT:	\$310,000.00
FEES / TAXES:	
Recording Fee:Deed	\$78.00
State RTT	\$3,100.00
Conshohocken Borough RTT	\$1,550.00
Colonial School District RTT	\$1,550.00
Total:	\$6,278.00

DEED BK 5886 PG 01212 to 01215
 Recorded Date: 08/26/2013 12:54:23 PM

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



Nancy J. Becker

Nancy J. Becker
 Recorder of Deeds

PLEASE DO NOT DETACH
 THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

Prepared By: **Services Investors, LLC d/b/a Services
Abstract Company
ATTN: Tamarie Luzio
794 Penlyn Blue Bell Pike, Suite 120
Blue Bell, PA19422
Phone: 215-654-6160**

Return To: **Services Investors, LLC d/b/a Services
Abstract Company
ATTN: Tamarie Luzio
794 Penlyn Blue Bell Pike, Suite 120
Blue Bell, PA19422
Phone: 215-654-6160**

**Parcel: 05-00-09160-20-4
447 West 6th Avenue,
File No. 509-002092**

DEED

Prepared By: **Services Investors, LLC d/b/a Services
Abstract Company
ATTN: Taramarie Luzio
794 Penllyn Blue Bell Pike, Suite 120
Blue Bell, PA19422
Phone: 215-654-6160**

Return To: **Services Investors, LLC d/b/a Services
Abstract Company
ATTN: Taramarie Luzio
794 Penllyn Blue Bell Pike, Suite 120
Blue Bell, PA19422
Phone: 215-654-6160**

**05-00-09160-20-4
447 West 6th Avenue, Conshohocken,
PA 19428
File No. 509-002092**

Fee Simple Deed

This Deed, made on August 9th, 2013, between,

Anne Siegfried n/b/m Anne O'Hagan

hereinafter called the Grantor of the one part, and

Derek I. Dalmolin

hereinafter called the Grantee of the other part,

Witnesseth, that in consideration of **Three Hundred Ten Thousand and 00/100 Dollars, (\$310,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his/her/their heirs and assigns, as **SOLE OWNER**;

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected,

SITUATE in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described according to a Plan of property of Ralph Philomeno made by Donald H. Schurr, Civil Engineer, Plymouth Meeting, Pennsylvania, dated December 14, 1990 and revised May 02, 1991, as follows, to wit:

BEGINNING at a point of intersection of the center line of Sixth Avenue (80 feet wide) and the Southeasterly side of Colwell Lane (60 feet wide); thence along said center line of Sixth Avenue, South 43 degrees 26 minutes East a distance of 100.7 feet to a point; thence South 46 degrees 34 minutes West a distance of 40 feet to a point; a corner on the Southwesterly side of Sixth Avenue; thence along said Southwesterly side of Sixth Avenue, South 43 degrees 26 minutes East a distance of 42 feet to the point of beginning; thence continuing South 43 degrees 26 minutes East a distance of 21 feet to a point; a corner; thence South 46 degrees 34 minutes West, through the center line of a party wall between Lot #2 and Lot #4, a distance of 102.38 feet to a point, a corner; thence North 43 degrees 26 minutes West a distance of 21 feet to a point; a corner; thence North 46 degrees 34 minutes East a distance of 102.38 feet to the point of beginning.

BEING Lot #4.

PARCEL NO. 05-00-09160-20-4

BEING the same premises which Martin J. Norton, by Deed dated 11-05-09 and recorded 11-09-09 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5749, Page 2363, granted and conveyed unto Anne Siegfried.

And the said Grantor does hereby covenant to and with the said Grantee that he/she/they, the said Grantor, his/her/their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, his/her/their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/they or any of them.

In witness whereof, the said Grantor have caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Witness _____ Anne Siegfried now by marriage Anne O'Hagan
Anne Siegfried n/b/m Anne O'Hagan

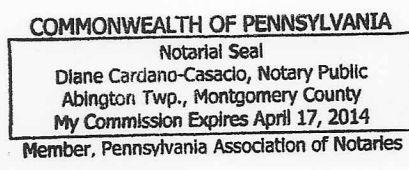
State/Commonwealth of PENNSYLVANIA

County of MONTGOMERY

On this AUGUST 9, 2013 before me, the undersigned officer, personally appeared **Anne Siegfried n/b/m Anne O'Hagan**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Diane Cardano-Casacio
Notary Public



DEED

File No. 509-002092
Grantor: Anne Siegfried n/b/m Anne O'Hagan
Grantee: Derek I. Dalmolin

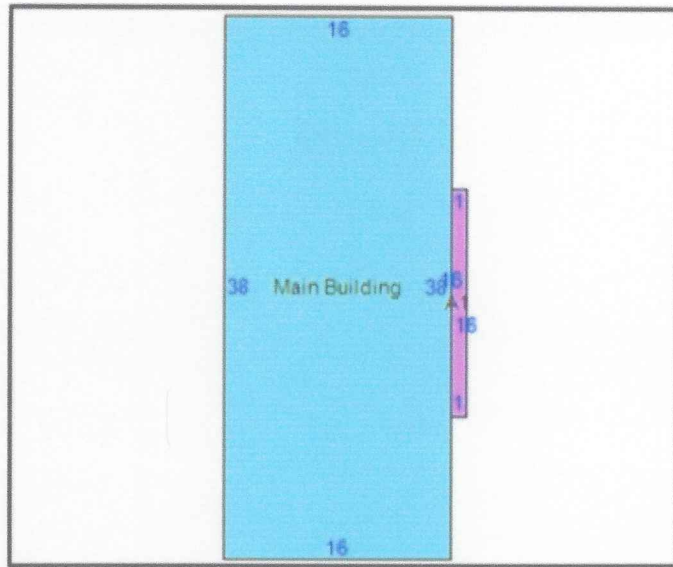
I certify the address of the Grantee to be, and mail tax bill to:
447 W. 6th Ave, Conshohocken, PA 19428
Certified by: [Signature]

Premises: 447 West 6th Avenue, Conshohocken, , Montgomery County, State/Commonwealth of Pennsylvania

PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE NEWMAN

447 W SIXTH AVE



Options

Type	Line #	Item	Area
Dwelling	0	Main Building	608
Dwelling	1	A1 - 16.FrOvr	16

PARID: 050009160204
DALMOLIN DEREK IAN & MAKENZIE NEWMAN

447 W SIXTH AVE



PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE
NEWMAN

447 W SIXTH AVE

Lot Information

Lot Size	2142 SF
Lot #	4
Remarks	21 X 102 2142 SF
Remarks	
Remarks	

PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE
NEWMAN

447 W SIXTH AVE

Residential Card Summary

Card	1
Land Use Code	1101
Building Style	TOWNHOUSE
Number of Living Units	1
Year Built	1992
Year Remodeled	
Exterior Wall Material	ALUM/VINYL
Number of Stories	2
Square Feet of Living Area	1,232
Total Rms/Bedrms/Baths/Half Baths	6/3/1/2
Basement	FULL
Finished Basement Living Area	
Rec Room Area	
Unfinished Area	
Wood Burning Fireplace	
Pre Fab Fireplace	
Heating	CENTRAL WITH A/C
System	WARM FORCED AIR
Fuel Type	GAS
Condo Level	1
Condo/Townhouse Type	CORNER
Attached Garage Area	
Basement Garage No. of Cars	1



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Zoning Administration

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Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE AUGUST 19, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-20

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on August 19, 2024 at 6:30 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: Eleanor R. Hertrich, c/o Catania Concrete
137 West 7th Avenue, Conshohocken, PA 19428

PREMISES INVOLVED: 238 West 5th Avenue
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Eleanor R. Hertrich
513 Wood Street, Conshohocken, PA 19428

The petitioner is seeking a zoning interpretation and a Variance from Sections §27-1005.C and §27-1007.1 to permit the demolition and construction of a new single-family detached dwelling with a 3.5-ft front yard setback facing W. 5th Avenue whereas a 25-ft front yard setback from the ultimate right-of-way line or the established building line of the majority of the buildings on the same side of the block is required; and to permit an off-street parking space in the front yard between the principal dwelling and Wood Street, whereas off-street parking is not permitted between the front wall of a principal structure and the curb of the street toward which that wall is oriented in 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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Office of the Borough Manager

Zoning Administration

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Yaniv Aronson

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Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: August 14, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 238 West Fifth Avenue - Zoning Determination

History of the Site:

238 West Fifth Avenue is an existing 4,830 SF residential property, improved with a two (2) – story single-family detached dwelling constructed in 1861.

The site is a corner property located within the BR-1 – Borough Residential District 1 and subject to the HRC – Historic Residential Conservation Overlay District. The site is fronted by West Fifth Avenue (80' wide right-of-way) to the south and Wood Street (66' wide right-of-way) to the west; and residential properties also located within the BR-1 zoning district in all other directions. The existing lot size of the property is 69' wide by 70' long. There is an existing concrete and brick paver area located to the rear of the existing dwelling, and an existing walkway that leads into the adjoining corner parcel located behind the dwelling at 513 Wood Street which is under the same ownership as the subject property.

Current Request:

The Applicant, Eleanor R. Hertrich, C/o, Jason Catania with Catania Concrete, is proposing to demolish the existing single-family detached dwelling and abutting concrete pad, walks, steps, and walls to the existing dwelling on the site to construct a new 1,660 SF single-family detached dwelling with an attached garage and 20' wide x 36.3' driveway apron and driveway off of Wood Street. The proposed new single-family detached dwelling will be setback 3.5 feet from the West Fifth Avenue right-of-way line. The existing and proposed residential single-family detached dwelling use of the building is a permitted by right use in compliance with Section §27-1002.1 of the BR-1 zoning district.

The Applicant is requesting a variance from Sections §27-1005.C to permit the new single-family detached dwelling to be located at 3.5 feet front yard setback, whereas the front yard setback shall be 25 feet, to be measured from the ultimate right-of-way line; except where there is an established building line, then the building line of the majority of the buildings on that side of the block shall be used.

The Applicant is proposing an attached garage with a new driveway apron and driveway off of Wood Street which will accommodate up to two (2) off-street parking spaces. The Applicant is also requesting a variance from Section §27-1007.1 to permit off-street parking spaces to be located between the front wall of a principal structure and the curb of Wood Street toward which that wall is oriented in the BR-1 district.

In addition, the Applicant is requesting a zoning interpretation from the Zoning Hearing Board in regard to the front yard setback of Section §27-1005.C and the front yard off-street parking requirement of Section §27-1007.1.

Zoning Determination:

The subject property is a corner property located within the BR-1 – Borough Residential District 1 and subject to the HRC – Historic Residential Conservation overlay district regulations of the Zoning Ordinance.

Per Section §27-1902-C, a historic single-family detached dwelling is defined as a dwelling designed for and occupied exclusively as a residence for only one family and not attached to any other building or dwelling unit, which was constructed more than 50 years ago. In addition, demolition is defined as the complete removal of a structure or a cope of construction (alteration, addition, renovation or reconstruction) of a structure where only the foundation of the original structure remains.

Per the Montgomery County property records, the existing single-family detached dwelling was constructed in 1861 (163 years ago) which is greater than 50 years old and therefore is subject to the code provisions of Part 19-C of the HRC – Historic Residential Conservation Overlay District, specifically, Section §27-1905-C for demolition of the existing historic single-family detached dwellings. The Applicant had previously submitted documentation of structural deficiency to the Borough which has since been reviewed and approved by the Conshohocken Borough building code official for the demolition of the existing building.

Per Section §27-702.B, a nonconforming building or structure is any existing lawful building or structure that does not conform to the height, location, size, bulk, or other dimensional requirements of the district in which it is located. The existing dwelling is located at the front property line along West Fifth Avenue at zero (0) feet setback.

Per Section §27-1005.C, *the front yard setback shall be 25 feet, to be measured from the ultimate right-of-way line; except where there is an established building line, then the building line of the majority of the buildings on that side of the block shall be used.*

The established building line is defined under Section §27-202, that when determining the established building line to calculate the front yard setback of a building or structure, such setback shall be measured from the original front building wall of the existing, adjoining and adjacent structures and shall exclude all later additions, enclosed porches or other projections or modifications not original to the structure.

Per Section §27-202, building line is defined as *the line which serves as the rear boundary of the minimum front yard and which is used for the purpose of measuring lot width (See also “yard line”).*

Per Section §27-202, yard line is defined as *the line which locates and delineates the minimum yard setback requirements measured from the front, rear, and side lot lines.*

Per the Montgomery County property records, there is a total of thirteen (13) parcels fronting West Fifth Avenue. Based on the Building Line Plan provided by the Applicant, the existing building setbacks along West Fifth Avenue range from 0 feet to 12.9 feet, comprised as follows:

- One (1) property (the subject parcel) with an existing 0 feet setback from the West Fifth Avenue right-of-way line. (The plan dimensioned a 3.5 feet setback based on the proposed new single-family detached dwelling);
- One (1) property with an existing 2.1 feet setback from the West Fifth Avenue right-of-way line;
- Six (6) properties with an existing 3.5 feet setback from the West Fifth Avenue right-of-way line;
- One (1) property with an existing 6.7 feet setback from the West Fifth Avenue right-of-way line;
- One (1) property with an existing 9.1 feet setback from the West Fifth Avenue right-of-way line;
- One (1) property with an existing 9.3 feet setback from the West Fifth Avenue right-of-way line;
- and,
- Two (2) properties with an existing 12.9 feet setback from the West Fifth Avenue right-of-way line

The majority of the thirteen (13) buildings along the same side of the block would be seven (7). Since only six (6) existing properties have the same building setback of 3.5 feet, it does not constitute the “majority” of the buildings on the same side of the block. By definition, the established building line states that the setback shall be measured from the original front building wall of the existing structure. Per Section §27-1005.C, the front yard setback shall be based on 25 feet setback, or the established building line based on the “majority” of the buildings on the same side of the block, and allowance for an “average” measurement is not provided in any of the relevant code definitions under the current Zoning Ordinance.

Therefore, the existing single-family detached building is considered an existing non-conforming building because it does not meet the current front yard setback requirement of the BR-1 zoning district at zero (0) feet setback.

Since the Applicant is proposing to demolish the existing single-family detached building in its entirety, the Applicant will be required to comply with the BR-1 district dimensional requirements of the current Zoning Ordinance. The proposed new single-family dwelling will only have a proposed front yard setback of 3.5 feet; and as a result, the Applicant would be required to seek a variance from Section §27-1005.C to permit a 3.5 feet front yard setback, whereas a 25 feet front yard setback is required since there is no established building line for the majority of the buildings located along the same side of the block.

Per Section §27-808, *a lot fronting on two or more streets at their junction is considered a corner lot*. The existing property is considered a corner lot since it fronts on West Fifth Avenue to the south and Wood Street to the west.

Per Section §27-202, a yard is defined as the area(s) of a lot which must remain free of building or other structures, and may be used as lawn or planted area, parking or driveway space, in compliance with the provisions of the Zoning Ordinance. Per Section §27-1007.1, however, does not permit the required off-street parking spaces to be located between the front wall of a principal structure and the curb of the street toward which that wall is oriented in the BR-1 District.

The yard definition includes that it is measured at right angles from the right of way or lot line to the nearest building wall. A front yard is further defined as a yard which extends across the full width of a lot, for a depth equal to the minimum front yard setback distance required by the specific regulations of this Chapter, measured from the ultimate right-of-way line.

Since the proposed driveway off of Wood Street will provide the required off-street parking spaces for the proposed new single-family detached dwelling, and the off-street parking spaces will be located between the front wall of

the principal building facing Wood Street and the curb of Wood Street toward which that wall is oriented, the Applicant is required to seek a variance from Section §27-1007.1 to permit the off-street parking located in the front yard area facing Wood Street.



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

Zoning Application

Application: Z-2024-20
Date Submitted: 7/19/24
Date Received: 7/19/24

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:

27-1005(C) (Front Yard; 5th Avenue); 27-1007(1) (Parking space in front yard setback)

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

238 West 5th Avenue, Conshohocken, PA 19428

4. Applicant's Name: Eleanor R. Hertrich, c/o Catania Concrete (Attn: Jason Catania)

Address: 137 West 7th Avenue

Phone Number (daytime): 484-368-7478

E-mail Address: cataniajason@gmail.com

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

6. Property Owner: Eleanor R. Hertrich

Address: 513 Wood Street, Conshohocken, PA 19428

Phone Number: 484-368-7478

E-mail Address: cataniajason@gmail.com

7. Lot Dimensions: 69' x 70' 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 site is currently occupied by a 2-story, 691 SF masonry building (Existing Structure).

10. Please describe the proposed use of the property.

Demolition of Existing Structure and construction of one (1) single family detached dwelling per Plan attached as Exhibit "A".

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

See plan attached as Exhibit "A".

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

See Exhibit "C"

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

a. The unique characteristics of the property: _____

See Exhibit C.

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

See Exhibit C.

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

See Exhibits B and C.

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 Exhibit C.

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).

Section 27-1005(C)

Section 27-1007(1)

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

See attached Exhibit "D".

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.

Such other relief as the Zoning Hearing Board determines to be necessary and appropriate.

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: Alfred R. Fuscaldo (Fuscaldo Law Group LLC)

b. Address: 613 Patriot Lane, Phoenixville, PA 19460

c. Phone Number: 484-302-5481

d. E-mail Address: al@fuscaldolaw.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.

ELEANOR HEITRICH

Applicant

Eleanor Heitrich

Legal Owner

7/19/24

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 19 day of

July, 2024

Gerita J. Keiser

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 "C"

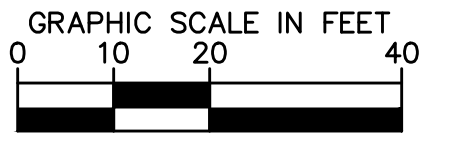
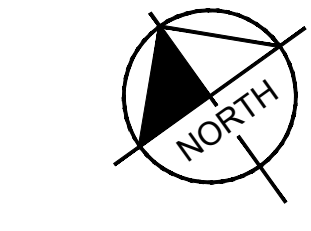
Variance from Section 27-1005(C) (Front Yard Setback; 5th Avenue): Pursuant to Section 27-1005(C): "The front yard setback shall be 25 feet, to be measured from the ultimate right-of-way line; except where there is an established building line, then the building line of the majority of the buildings on that side of the block shall be used." Per the plan attached as Exhibit "B", only two buildings on the 5th Avenue block have identical building lines, with those building lines being 3.5'. The remainder of the buildings on the 5th Avenue block all have differing building lines of less than 25' from 5th Avenue. The proposed building line of 3.5 is consistent with the remainder of the block. The Existing Structure encroaches into the 5th Avenue front yard setback. Requiring the proposed dwelling to comply with two 25' front yard setbacks, as well as the rear and side yard setbacks would create an artificially small building envelope and a dwelling out of character with the rest of the block, creating hardship on the Applicant.

Variance from Section 27-1007(1) (Parking space in Wood Street Driveway): The Property is a corner lot with frontage on 5th Avenue and Wood Street. The proposed dwelling complies with the 25' front yard setback requirement from Wood Street. The proposed dwelling will contain a 1.5 car attached garage which complies with the 25' front yard setback. Section 27-2002 requires two off-street parking spaces per dwelling unit. Section 27-1007(1) does not permit a required off-street parking space to be located within a driveway located between the front wall of the house and curb. The Property has two front yards, necessitating the requested relief. The front of the dwelling is oriented towards 5th Avenue.

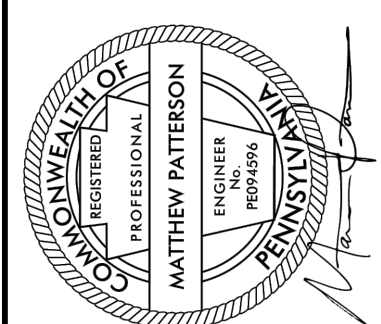
Exhibit "D"

Section 27-1005(C): The Applicant appeals from the determination of the Zoning Officer that the "established building line" of the 5th Avenue frontage is not 3.5'. Pursuant to Section 27-1005(C): "The front yard setback shall be 25 feet, to be measured from the ultimate right-of-way line; except where there is an established building line, then the building line of the majority of the buildings on that side of the block shall be used." Per the plan attached as Exhibit "B", only two buildings on the 5th Avenue block have identical building lines, with those building lines being 3.5'. The remainder of the buildings on the 5th Avenue block all have differing building lines. The Zoning Officer has previously advised the Applicant that the average of the building lines of the buildings on a block cannot be used to determine the established building line. Therefore, the building line of the majority of the buildings on the 5th Avenue block must be 3.5'. The Applicant seeks a determination from the Zoning Hearing Board that the 5th Avenue front yard setback is 3.5'.

Section 27-1007(1): The Applicant appeals from the determination of the Zoning Officer that this Section is applicable to the project. Section 27-1007(1) provides: "There shall be no parking lots or required off-street parking spaces permitted *between the front wall of a principal structure and the curb of the street toward which that wall is oriented* in the BR-1 District." The proposed dwelling has two front yards. The front wall of the dwelling faces 5th Avenue, not Wood Street. The driveway is between Wood Street and the side wall of the dwelling. The Applicant seeks a determination from the Zoning Hearing Board that Section 27-1007(1) is not applicable to the proposed dwelling.



CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES
3 WORKING DAYS NOTICE FOR
CONSTRUCTION PHASE AND 10 WORKING
DAYS IN DESIGN STAGE - STOP CALL
PA 1
800-333-7776
ONE CALL TICKET NUMBER: 20240610192

238 W 5TH AVENUE PREPARED FOR CATANIA CONCRETE SITUATED IN BOROUGH OF CONSHOHOKEN MONTGOMERY COUNTY, PA	BUILDING LINE PLAN	 MATTHEW PATERSON PROFESSIONAL ENGINEER PENNSYLVANIA	KHA PROJECT 112967000	DATE 07/17/2024	SCALE: AS SHOWN	DESIGNED BY: MRP	DRAWN BY: NRP	CHECKED BY: MRP
			NO.	REVISIONS	BY	DATE		

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
50 SOUTH 16TH ST, TWO LIBERTY PLACE, SUITE 3300
PHILADELPHIA, PA 19102
PHONE: 267-687-0150
WWW.KIMLEY-HORN.COM

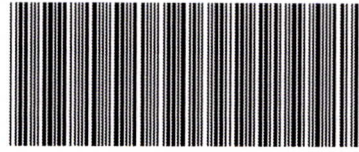
Kimley-Horn

RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

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



DEED BK 5703 PG 02502 to 02506.2
INSTRUMENT # : 2008083417
RECORDED DATE: 08/12/2008 03:26:43 PM



0360679-0011Q

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 7

Document Type: Deed	Transaction #: 274417 - 1 Doc(s)
Document Date: 07/20/2007	Document Page Count: 4
Reference Info:	Operator Id: dcane
RETURN TO: (Mail) PAUL J RUBINO	SUBMITTED BY: PAUL J RUBINO

*** PROPERTY DATA:**

Parcel ID #: 05-00-03648-00-1
Address: 238 W FIFTH AVE

PA
19428
Municipality: Conshohocken Borough
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$1.00
FEES / TAXES:	
Recording Fee:Deed	\$46.50
Affidavit Fee	\$1.50
Total:	\$48.00

DEED BK 5703 PG 02502 to 02506.2
Recorded Date: 08/12/2008 03:26:43 PM

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



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.

Digitally signed 07/19/2024 by montgomery.county.rod@govos.com

Certified and Digitally Signed

Validation may require Adobe 'Windows Integration'

eCertified copy of recorded # 2008083417 (page 1 of 7)
Montgomery County Recorder of Deeds



Prepared By: Paul J. Rubino, Esquire
50 Darby Road
Paoli, PA 19301
610-647-5151

Return To: Paul J. Rubino, Esquire
50 Darby Road
Paoli, PA 19301
610-647-5151

UPI#

Parcel # : 05-00-03648-001
**STATE TAX
AFFIDAVIT
FILED**

*2
4
3
1.50*

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-03648-00-1 CONSHOHOCKEN
238 W FIFTH AVE
BELLERJEAU ROBERT BRUCE \$5.00
B 027 U 050 L 1101 DATE: 08/12/2008 BR

This Deed, made this 20th day of July 2007 between, the
Estate of Robert Bruce Bellerjeau by Eleanor R. Hertrich, Executrix
(hereinafter called the "Grantor") of the one part, and Eleanor R. Hertrich
(hereinafter called the "Grantee") of the other part.

Witnesseth, that in consideration of One (\$1.00) dollar in hand paid, the
receipt whereof is hereby acknowledged, the said Grantors do hereby grant and
convey unto the said Grantees, their heirs and assigns:

ALL THAT CERTAIN lot or piece of land situate on the easterly corner of Fifth Avenue and Wood Street, in the Borough of Conshohocken, County of Montgomery, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the easterly corner of Fifth Avenue and Wood Street; thence North forty-one degrees East along the southeasterly side of Wood Street and at right angles with Fifth Avenue seventy feet to a stake a corner of this and land presently owned by Emanuel R. Hertrich and Anna M. Hertrich, his wife; thence South forty-nine degrees East along said line sixty-nine feet to a stake a corner of this and land of Charles Chell; thence South forty-one degrees West seventy feet along said land to Fifth Avenue aforesaid; thence along the northeasterly side thereof North forty-nine degrees West sixty-nine feet to a stake the first mentioned point and place of beginning.

BEING the same premises which Howard Bellerjeau, Executor under the will of Elizabeth V. Bellerjeau, deceased, by indenture dated September 28, 1968 and recorded in Montgomery County Deed Book No. 3529 at page 285, et sec, did grant and convey unto Robert Bruce Bellerjeau, in fee.

AND said Robert Bruce Bellerjeau departed this life on November 7, 2004, leaving a last Will and Testament dated July 22, 1999 which was probated in the Office of the Register of Wills of



Montgomery County on December 9, 2004 and known as file number 46-04-3682 whereas he appointed Eleanor R. Hertrich as Executrix and devised the aforesaid property to Eleanor R. Hertrich and Joanne C. McCann and said Joanne C. McCann renounced her bequest of said property by document dated July 10, 2007.

Together with all and singular the buildings, 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 the said Grantors, as well at law as in equity, of, in and to the same.

By These Presence, the said Grantor hereby warrants and forever defends.

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

Sealed and Delivered in the presence of us:

[Signature]
Witness

[Signature] (Seal)

Witness

(Seal)

RECORDED
Borough of Conshohocken
Date: 8/12/08 (pd)



Commonwealth of Pennsylvania :

SS:

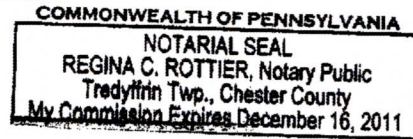
County of Chester :

On this the 20th day of July, 2007, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the said County and State, the undersigned Officer, personally appeared ELEANOR R. HERTRICH, known to me (satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

** Executrix of estate*

I hereunto set my hand and official seal.

Regina C. Rottier
Notary Public

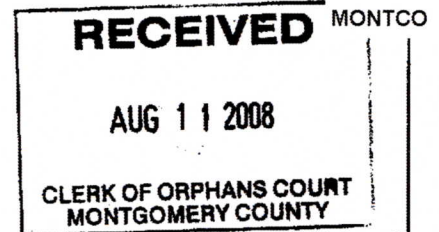


The address of the above-named Grantee is:

513 Wood St
Coshohocken, PA 19428

TAX EXEMPT: *ESTATE TRANSFER*





Renunciation

I, Joanne C. McCann a beneficiary of the Estate of Robert Bruce Bellerjeau by Will dated July 22, 1999 do hereby renounce the bequest thereunder of an interest in the premises located at 238 West Fifth Avenue, Conshohocken, Pennsylvania in favor of Eleanor R. Hertrich.

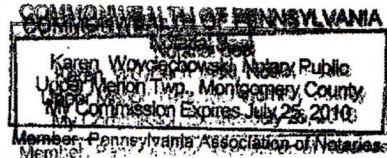
With intent to be legally bound hereby I set my hand and seal this 10th day of July, 2007.

Signature of Joanne C. McCann and printed name JOANNE C. MCCANN

On this the 10th day of July, 2007, before me a Notary Public for the Commonwealth of Pennsylvania, residing in the said County and State, the undersigned Officer, personally appeared Joanne C. McCann, known to me (satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Signature of Karen Wojciechowski and Notary Public title



LAW OFFICES RUBINO & HOEY LLC 50 DARBY ROAD PAOLI, PA 19301-1416



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

DEED BK 5703 PG 02506.1
**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY MONTCO

State Tax Paid 0
Book Number 5703
Page Number 2508
Date Recorded 8-12-08

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Paul Rubino, Esq Telephone Number: (410) 647-5151
Street Address 50 Dancy Rd City Poole State PA Zip Code 19381

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Estate of Robert Bruce Bollenjeau Grantee(s)/Lessee(s) Eleanor R. Henrich
Street Address 238 W Fifth Ave Street Address 513 Wood Ct
City Conshohocken State PA Zip Code 19428 City Conshohocken State PA Zip Code 19428

C. PROPERTY LOCATION

Street Address 238 West 5th Ave City, Township, Borough Conshohocken
County Montgomery School District Columbal Tax Parcel Number 05-00-03648-001

D. VALUATION DATA

1. Actual Cash Consideration 12 2. Other Consideration + 3. Total Consideration = 12
4. County Assessed Value 198,330 5. Common Level Ratio Factor x 1.97 6. Fair Market Value = 193,710.10

E. EXEMPTION DATA

1a. Amount of Exemption Claimed 2100 1b. Percentage of Interest Conveyed 100%

2. Check Appropriate Box Below for Exemption Claimed

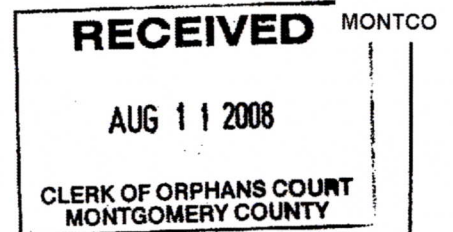
- Will or intestate succession Robert Bruce Bollenjeau 46-04-3682
(Name of Decedent) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party [Signature] Date 8/12/08

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.





Renunciation

I, Joanne C. McCann a beneficiary of the Estate of Robert Bruce Bellerjeau by Will dated July 22, 1999 do hereby renounce the bequest thereunder of an interest in the premises located at 238 West Fifth Avenue, Conshohocken, Pennsylvania in favor of Eleanor R. Hertrich.

With intent to be legally bound hereby I set my hand and seal this 10th day of July, 2007.

Joanne C McCann

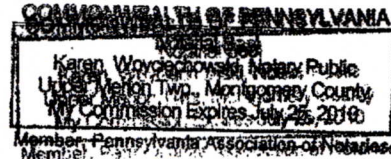
JOANNE C. MCCANN

On this the 10th day of July, 2007, before me a Notary Public for the Commonwealth of Pennsylvania, residing in the said County and State, the undersigned Officer, personally appeared Joanne C McCann, known to me (satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Karen Wojciechowski

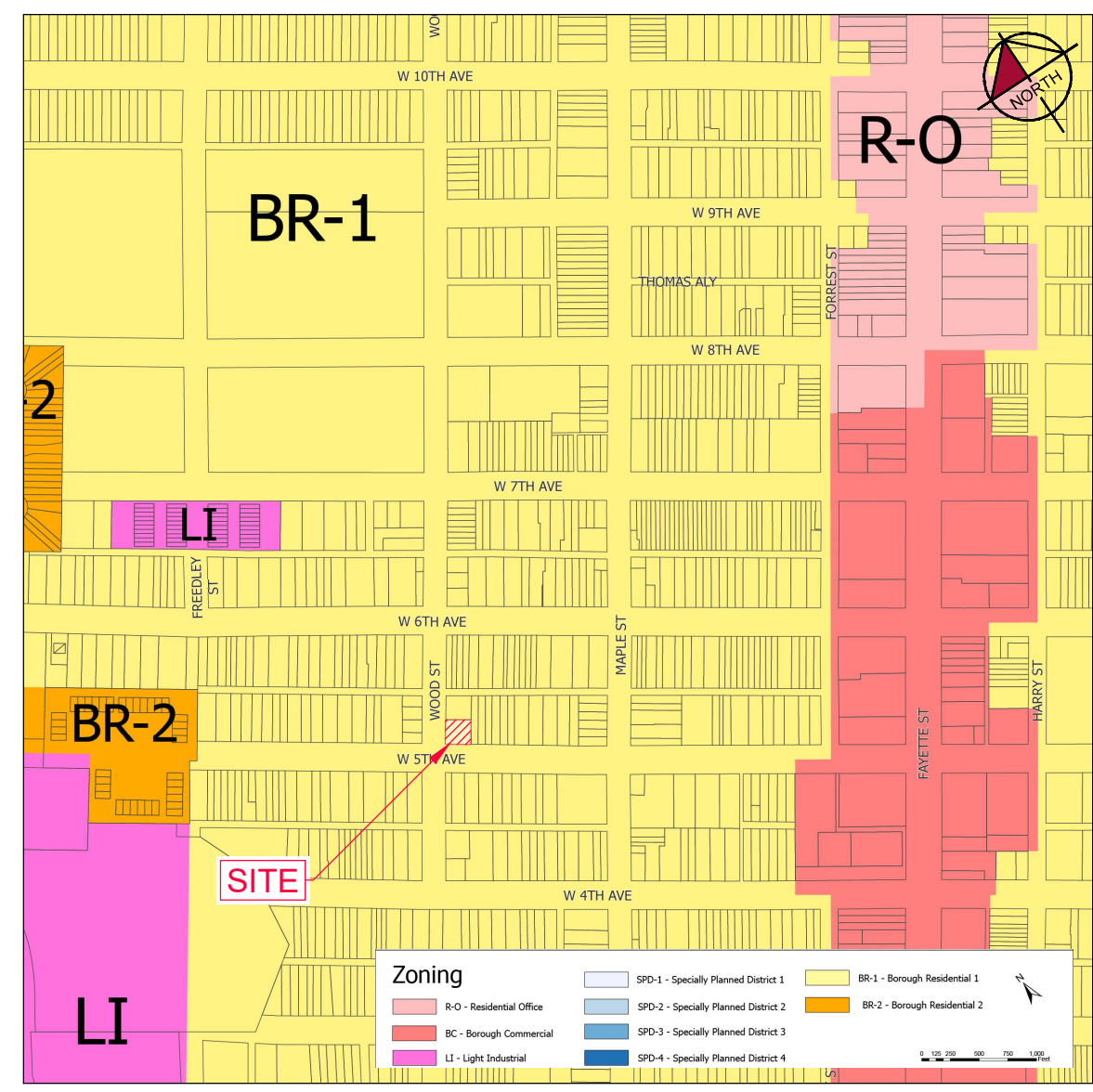
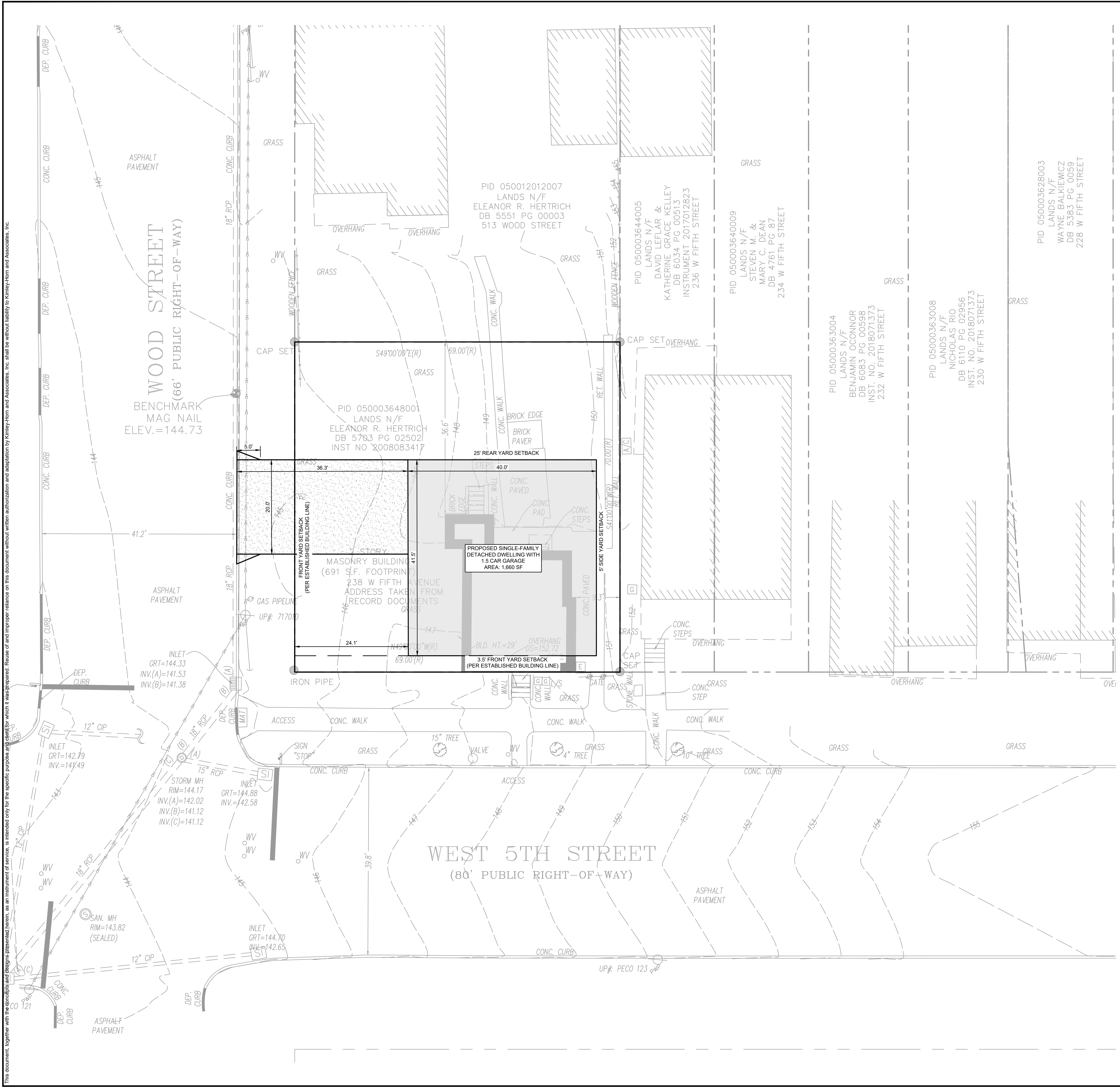
Notary Public



LAW OFFICES
MILANO & HOBY
LLC
100 DARBY ROAD
DARBY, PA 19301-1416



This document, together with the geographic and design information presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



ZONING MAP OF CONSHOHOCKEN BOROUGH
(MONTGOMERY COUNTY, PENNSYLVANIA)
SCALE: 1" = 2,000'

SITE PLAN STATISTICS

SITE ADDRESS:	238 W 5TH AVENUE, CONSHOHOCKEN, PA 19428
MUNICIPALITIES:	BOROUGH OF CONSHOHOCKEN MONTGOMERY COUNTY
ZONING DISTRICT:	BOROUGH RESIDENTIAL DISTRICT ONE (BR-1)
PARCEL INFORMATION:	PARID: 050003648001
EXISTING USE:	SINGLE FAMILY DETACHED DWELLING
PROPOSED USE:	SINGLE FAMILY DETACHED DWELLING
EXISTING LOT AREA:	4830 SF (0.11 ACRES)
PROPOSED LOT AREA:	4830 SF (0.11 ACRES)
PLAN REFERENCE:	BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY VALLEY LAND SERVICES (DATED 03/27/2024)

PARKING REQUIREMENTS

SINGLE FAMILY DWELLINGS
REQUIRED: TWO (2) PARKING SPACES
PROPOSED: TWO (2) EXTERIOR PARKING SPACES

NOTE: A VARIANCE IS BEING REQUESTED FROM SECTION 27-1007.1 OF THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE TO ALLOW FOR OFF-STREET PARKING SPACES TO BE PERMITTED BETWEEN THE FRONT WALL OF A PRINCIPAL STRUCTURE AND THE CURB OF THE STREET WHICH THE WALL IS ORIENTED.

LEGEND

---	ADJACENT PROPERTY LINE
---	PROPOSED PROPERTY LINE
---	BUILDING SETBACK LINE
[Shaded Box]	PROPOSED DWELLING UNIT
[Dotted Box]	PROPOSED STANDARD DUTY ASPHALT

BOROUGH OF CONSHOHOCKEN DIMENSIONAL STANDARDS

REQUIREMENTS	BOROUGH RESIDENTIAL DISTRICT ONE	EXISTING	PROPOSED
BUILDING SETBACKS			
MINIMUM FRONT YARD*	25 FT	0 FT	3.5 FT (V)
MINIMUM SIDE YARD	5 FT	9.3 FT	5 FT (C)
AGGREGATE SIDE YARD**	10 FT	41.2 FT	5 FT (C)
MINIMUM REAR YARD	25 FT	36.6 FT	25 FT (C)
INTENSITY RATIOS			
MAXIMUM BUILDING AREA COVERAGE	35%	14.3% 691 SF/ 4830 SF	34.4% 1660 SF/ 4830 SF (C)
MAXIMUM IMPERVIOUS SURFACE COVERAGE	60%	25.9% 1253 SF/ 4830 SF	44.3% 2140 SF/ 4830 SF (C)
MISCELLANEOUS			
MAXIMUM BUILDING HEIGHT	35 FT	≤35 FT	≤35 FT (C)
MINIMUM LOT SIZE	4000 SF	4830 SF	4830 SF (C)
MINIMUM LOT WIDTH	40 FT	69 FT	69 FT (C)

* THE FRONT YARD SETBACKS SHOWN ARE PER THE ESTABLISHED BUILDING LINES ALONG WEST STREET AND WEST 5TH STREET. REFER TO THE ESTABLISHED BUILDING LINE EXHIBIT PREPARED BY KIMLEY-HORN AND ASSOCIATES (DATED 07/17/2024)
** THE EXISTING PROPERTY IS DEFINED AS A CORNER LOT AND THEREFORE ONLY HAS ONE ESTABLISHED SIDE YARD

LEGEND
(C) = COMPLIES
(V) = VARIANCE

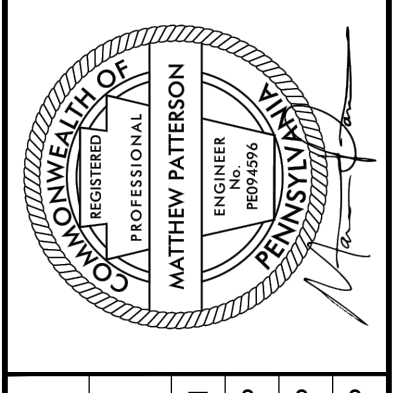
GRAPHIC SCALE IN FEET
0 5 10 20

CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 15 WORKING DAYS IN DESIGN STAGE - STOP CALL ONE CALL TICKET NUMBER: (202)461-9192

NO.	REVISIONS	DATE	BY

Kimley-Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
50 SOUTH 16TH ST, TWO LIBERTY PLACE, SUITE 3300
PHILADELPHIA, PA 19102
PHONE: 267-687-0150
WWW.KIMLEY-HORN.COM



KHA PROJECT	112967000
DATE	07/17/2024
SCALE: AS SHOWN	DESIGNED BY: MRP
DRAWN BY: NRP	CHECKED BY: MRP

ZONING PLAN

238 W 5TH AVENUE
PREPARED FOR
CATANIA CONCRETE
SITUATED IN
BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PA



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE MAY 20, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-10

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on May 20, 2024 at 6:30 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: Alex Goldberg
1 South Broad Street, Suite 1000, Philadelphia, PA 19107

PREMISES INVOLVED: 201 West 6th Avenue
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Conshohocken Avial RE, LLC
516 Monticello Lane, Plymouth Meeting, PA 19462

The petitioner is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and Variance from Section §27-2002 to permit an expansion of the existing nonconforming restaurant use of the existing nonconforming mixed-use property located within the BR-1 - Borough Residential District 1 with the construction of a 1,041 SF outdoor dining patio, and to not provide the required off-street parking on the site for the proposed outdoor dining patio addition whereas one off-street parking space per 50 SF of gross floor area is required with the expansion of the outdoor dining use.

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
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: May 15, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 201 West Sixth Avenue - Zoning Determination

History of the Site:

201 West Sixth Avenue is an existing nonconforming mixed use corner property comprised of an existing one (1)-story bar/tavern (formerly known as Carol's Place) commercial restaurant use facing West Sixth Avenue and an attached three (3)-story single-family residential apartment building facing Maple Street. There is an existing detached garage on the site with a driveway apron and access off of Maple Street.

The property is located within the BR-1 - Borough Residential District 1 zoning district.

The site is an existing 7,578 SF corner property that is fronted by Maple Street (66' wide right-of-way) to the east and West Sixth Avenue (80' wide right-of-way) to the north; an unnamed 20-foot wide alley to the south; and residential properties also located within the BR-1 zoning district in all other directions.

The property was recently purchased by Conshohocken Avila Real Estate, LLC. The current property owner is retaining the existing single family apartment building use; and is currently making interior building alternations to the existing bar/tavern commercial restaurant use of the former Carol's Place to continue the existing nonconforming use of the commercial restaurant use to provide for an upscale wine bar and food establishment.

Current Request:

The Applicant is proposing to construct a 29'-4" wide by 35'-6" long (or 1,041 SF) outdoor dining patio attached to the rear of the proposed upscale wine bar and food establishment business. The outdoor dining patio will have a six (6)-feet high wall and landscaping proposed along the side yard abutting the adjacent residential property (207 West Sixth Avenue) located west of the site. Other proposed site improvements include removal of portions of the existing impervious areas to the rear of the site; installation of a screened trash enclosure with landscaping adjacent the detached garage; and construction of a 6'-0" wide by 64'-3" (or 385.5 SF) walkway from the rear of the dining patio to the unnamed alley.

The Applicant is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and Variance from Section §27-2002 to permit an expansion of the existing nonconforming commercial restaurant use of the existing nonconforming mixed-use property located within the BR-1 - Borough Residential District 1

with the construction of a 1,041 SF outdoor dining patio, and to not provide the required off-street parking on the site for the proposed outdoor dining patio addition whereas one (1) off-street parking space per 50 SF of gross floor area is required with the expansion of the outdoor dining use.

Zoning Determination:

The property is located within the BR-1 – Borough Residential District 1 zoning district.

Per the Conshohocken Borough Zoning Ordinance Section §27-1002, the permitted uses by right within the BR-1 zoning district include single-family detached dwellings (single) and single-family semidetached dwellings (twin), and accessory uses thereof. The property is currently a mixed use building with commercial restaurant and residential apartment uses within the building. Per the Conshohocken Borough Zoning Ordinance Section §27-702.A, a nonconforming use is the existing lawful use of land and/or buildings and/or structures upon the land which does not conform to any of the permitted uses of the district in this it is located. Therefore, the mixed commercial and residential uses within the building are considered existing nonconforming since these uses lawfully existed prior to the current 2001 Zoning Ordinance of the Borough.

The Applicant is making building alterations from a former bar/tavern commercial restaurant use to an upscale wine bar and food establishment which is considered the same commercial restaurant use. Therefore, no zoning relief is required for the same existing nonconforming use of the property.

However, the Applicant is proposing to construct a new outdoor dining patio to expand the proposed upscale wine bar and food establishment business, which is considered an expansion of the existing nonconforming use on the property. Per the Conshohocken Borough Zoning Ordinance Section §27-703.E.(6)(a), extension and/or expansion as permitted in §27-703.E.(1) through (5) above, shall be permitted only by special exception in accordance with Part 6 of the Zoning Ordinance, only to the extent that all new construction shall comply with the dimensional standards of the district in which the use is located or the district in which the use is permitted, whichever is more restrictive. Therefore, the Applicant is required to seek a Special Exception pursuant to §27-703.E.(6)(a) to permit the expansion of the upscale wine bar and food establishment on the proposed 1,041 SF outdoor dining patio.

Per the Conshohocken Borough Zoning Ordinance Section §27-2002, for all other restaurants (not drive-in or fast-food), one (1) off-street parking spaces is required per fifty (50) square feet of gross floor area. The proposed outdoor dining patio will require a total of 1041 SF / 50 SF = 21 off-street parking spaces. There is currently no off-street parking provided on the property for the commercial restaurant use. The Applicant is not proposing any additional off-street parking spaces on the property and therefore will be required to seek a variance from Section §27-2002 to not provide the required 21 off-street parking spaces.

Per the Conshohocken Borough Zoning Ordinance Section §27-202, 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 existing building coverage on the site totals 3,470 SF (or 45.79 %). The maximum permitted building coverage per Section §27-1005.F is 35% of the lot area. The Applicant is not proposing to make any changes to the existing building coverage on the site.

Per the Conshohocken Borough Zoning Ordinance Section §27-1005.G, the maximum permitted impervious coverage on the site is 60% of the lot area. The Applicant is showing an existing total impervious coverage of 5,724 SF (or 75.54%) on site. With the proposed site improvements, the Applicant is proposing a reduction in the total impervious coverage of 4,990 SF (or 65.85%) on site. Since the Applicant is proposing a reduction and not an increase to the existing nonconforming impervious coverage on the site, no additional zoning relief is required.

The bulk dimensional requirements listed on the plan are referencing the Conditional Use Dimensional Standards under Section §27-1006 of the BR-1 zoning district. The existing restaurant use is an existing nonconforming use of the site which should reference the permitted use dimensional standards of Section §27-1005. Although the restaurant use is an existing nonresidential use, it is also not a use listed under Conditional Uses in Section §27-1003 which would require Borough Council approval. Therefore, the Conditional Use Dimensional Standards under Section §27-1006 would not apply in this case.

The Zoning Hearing Board may wish to consider and discuss noise control under the Performance Standards of Part 8 - General Regulations of Section §27-817.D and odor control under Section §27-817.E of the Zoning Ordinance with the Applicant.



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

Zoning Application

Application: Z-2024-10
Date Submitted: 4/15/24
Date Received: 4/15/24

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.E.(6)9a) and 27-2002

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

201 West Sixth Avenue, Conshohocken, Pennsylvania 19428

4. Applicant's Name: Alex Goldberg, Esquire

Address: 1 South Broad Street, Suite 1000, Philadelphia, Pennsylvania 19107

Phone Number (daytime): (757) 615-6840

E-mail Address: alex.goldberg@nochumson.com

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

6. Property Owner: Conshohocken Avial RE, LLC

Address: 516 Monticello Lane, Plymouth Meeting, Pennsylvania 19462

Phone Number: (484) 410-1906

E-mail Address: alysaq@hotmail.com

7. Lot Dimensions: 7,578 sq. ft. 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 present use of the property is a vacant ground floor eating and drinking establishment and a single vacant residential dwelling unit above.

Building Height: 35 feet (no change)

Building Coverage: 4,103 sq. ft. (54%) (increase from 41% due to 994 sq. ft. patio)

Building Square Footage: 5,773 sq. ft. (increase from 4,781 sq. ft.)

Impervious Coverage: 4,731 sq. ft. (62%)

Please see zoning plan attached hereto for additional dimensions.

10. Please describe the proposed use of the property.

No change in existing use as a mixed-use structure with ground floor eating and drinking establishment and a single residential dwelling unit above.

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

This application is seeking zoning relief for the proposed expansion of an existing nonconforming use for outdoor seating at an existing eating and drinking establishment. The applicant proposes a full-scale interior renovation of the existing space into an upscale wine bar with some food items, but none that require commercial cooking equipment. The indoor restaurant dining area will have an occupancy of 52 patrons, and the patio will have an occupancy of 67 patrons. Trash will be stored in dumpsters on site, and will be removed with commercial trash pickup.

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

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

a. The unique characteristics of the property: The eating and drinking establishment is an existing non-conforming use that has been active since at least 1973.

b. How the Zoning Ordinance unreasonably restricts development of the property:
Re Section 27-2002 (Off-Street Parking): Throughout the decades-long history of this property operating under its current and proposed use, it has never had accessory off-street parking for the patrons of the restaurant. Based on the gross floor area, the Code requires approximately 21 parking spaces. Based on the average parking space size (27-2007), 21 parking spaces would require 3,780 sq. ft. of space, plus the area required for a drive aisle. To the lot size and existing building configuration, providing off-street parking is not feasible.

c. How the proposal is consistent with the character of the surrounding neighborhood. The previous restaurant operator existed at this location since 1973. Therefore, by proposing no change to the use of the property, the proposal is in keeping with the established character of the immediately surrounding area. Additionally, there are several other similar restaurant uses that operate predominately residential areas, such as:

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.
Re Section 27-2002 (Off-Street Parking): The relief requested would allow the property to maintain its existing on-street along Maple Street and encourage patrons who may consume alcoholic beverages to use taxis, ride-sharing, and public transportation. The outdoor seating proposed which triggers the off-street parking requirement is not out of character, will be seasonal, and will close earlier than the indoor portion of the restaurant. Additionally, the restaurant which previously operated at this location did not offer off-street parking.

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

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

N/A

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

N/A

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

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

We are seeking a special exception from Section 27-703.E.6(a) for the proposed expansion of the existing nonconforming use for the outdoor seating.

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

Section 27-703.E.6(a)

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

The proposed outdoor seating will offer a unique experience for patrons of the proposed eating and drinking establishment to enjoy the establishment outdoors when weather permits. In order to ensure the outdoor seating has the least impact to the adjacent neighbors possible, we plan to implement the following strategies:

- Outdoor seating will have limited hours of operations, closing earlier than the indoor space.
- No smoking will be allowed on premises, inside or outside.
- Significant landscaping will be installed surrounding the patio especially within the 7-foot setback next to the adjacent neighbor at 207 West 6th Avenue. A code-compliant fence will be installed
- Sound and lighting elements will be directed downward and away from the adjacent neighbor at 207 West 6th Avenue. Decibel levels will not surpass the general regulations found in Section 27-817.D.

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


a. Attorney's Name: Alex Goldberg, Esquire

b. Address: 1 South Broad Street, Suite 1000, Philadelphia, Pennsylvania 19107

c. Phone Number: (215) 907-7102

d. E-mail Address: alex.goldberg@nochumson.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.


Applicant

Conshohocken Avila RE, LLC
Legal Owner

April 12, 2024
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

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

Notary Public

(Seal)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Marin

On April 12, 2024 before me, Amy Christine Baldwin
Date Here Insert Name and Title of the Officer

personally appeared Anthony Avila
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Amy C. Baldwin
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____





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

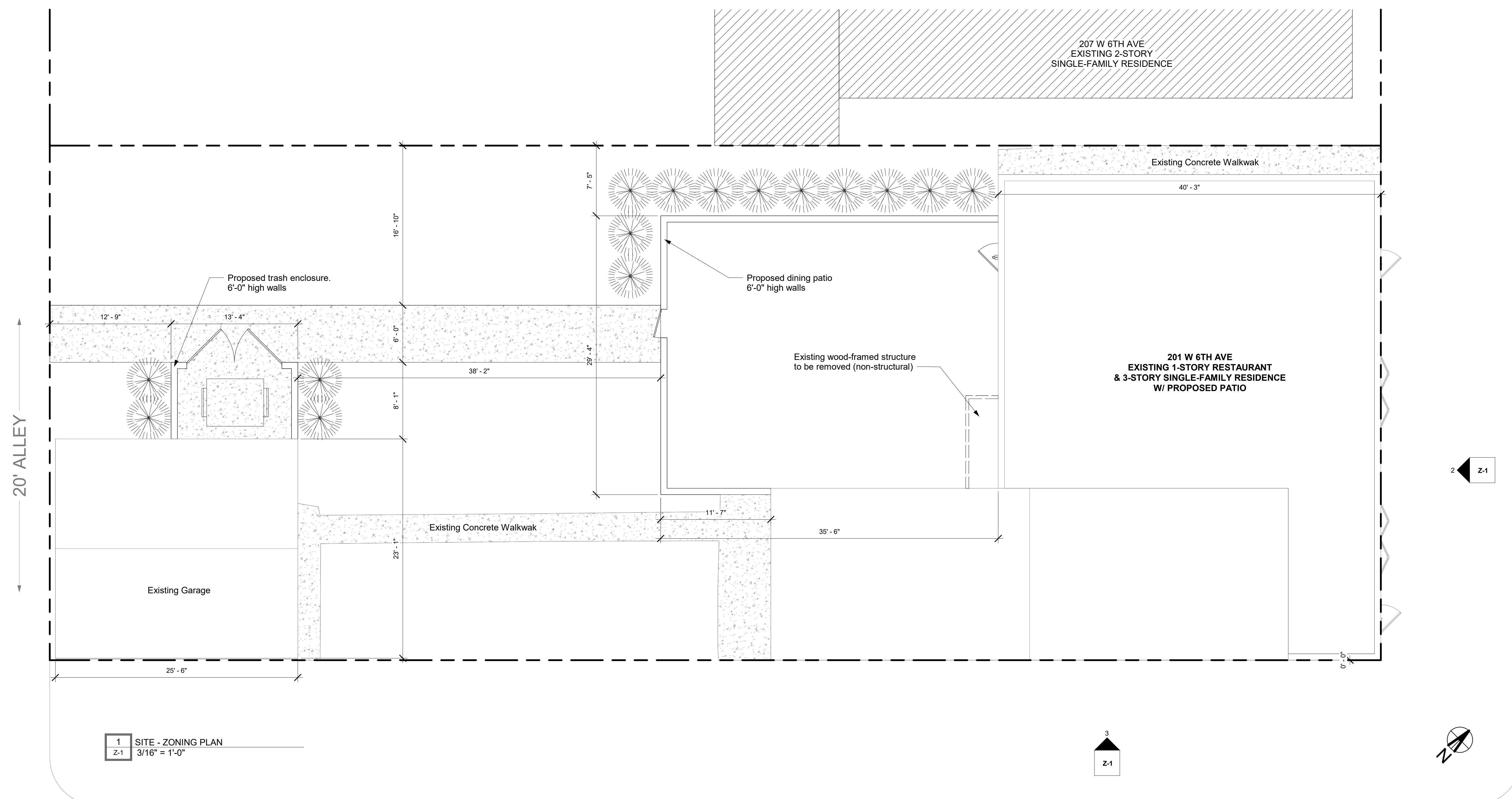
MOTION:

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: _____



Zoning District: BR-1 (Borough Residential 1)

Allowable Height: 35'-0"

Existing Building Height: Existing, no change

Minimum Lot Size: 10,000 SF

Existing Lot Size: 7,578 SF (Existing, nonconforming)

Minimum Lot Width: 100'-0"

Existing Lot Size: 54'-2" (Existing, nonconforming)

Required Setbacks:

Front:	3'-0" (Established building line §27-1005.C)
Rear (Primary Building):	25'-0"
Rear (Garage):	5'-0" from alley cartway
Side Yard:	5'-0" each side (Detached)

Existing Setbacks:

Front:	3'-0"
Rear (Primary Building):	73'-8"
Rear (Garage):	0'-0" (Existing, nonconforming)
Side Yard:	3'-0" (Existing, nonconforming)

Allowable Building Coverage: 45% (§27-1006.D)

Existing Building Coverage: 41%

Existing Building SF: 3,410 SF

Proposed Building SF: 5,773 SF (+992 SF patio, +21%)

27-703.D Nonconforming Physical Expansion. Physical expansion of a nonconforming building or building housing a nonconforming use shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building

Allowable Impervious Coverage: 60% (§27-1006.E)

Existing Impervious Coverage: 75.54%

Proposed Impervious Coverage: 65.85%

Lot Use: Restaurant (Existing, nonconforming)

201 W SIXTH AVE
CONSHOHOCKEN AVILA
REAL ESTATE LLC
201 W SIXTH AVE
CONSHOHOCKEN, PA 19428

REVISIONS	DATE	REMARKS

JLS ARCHITECTS, LLC

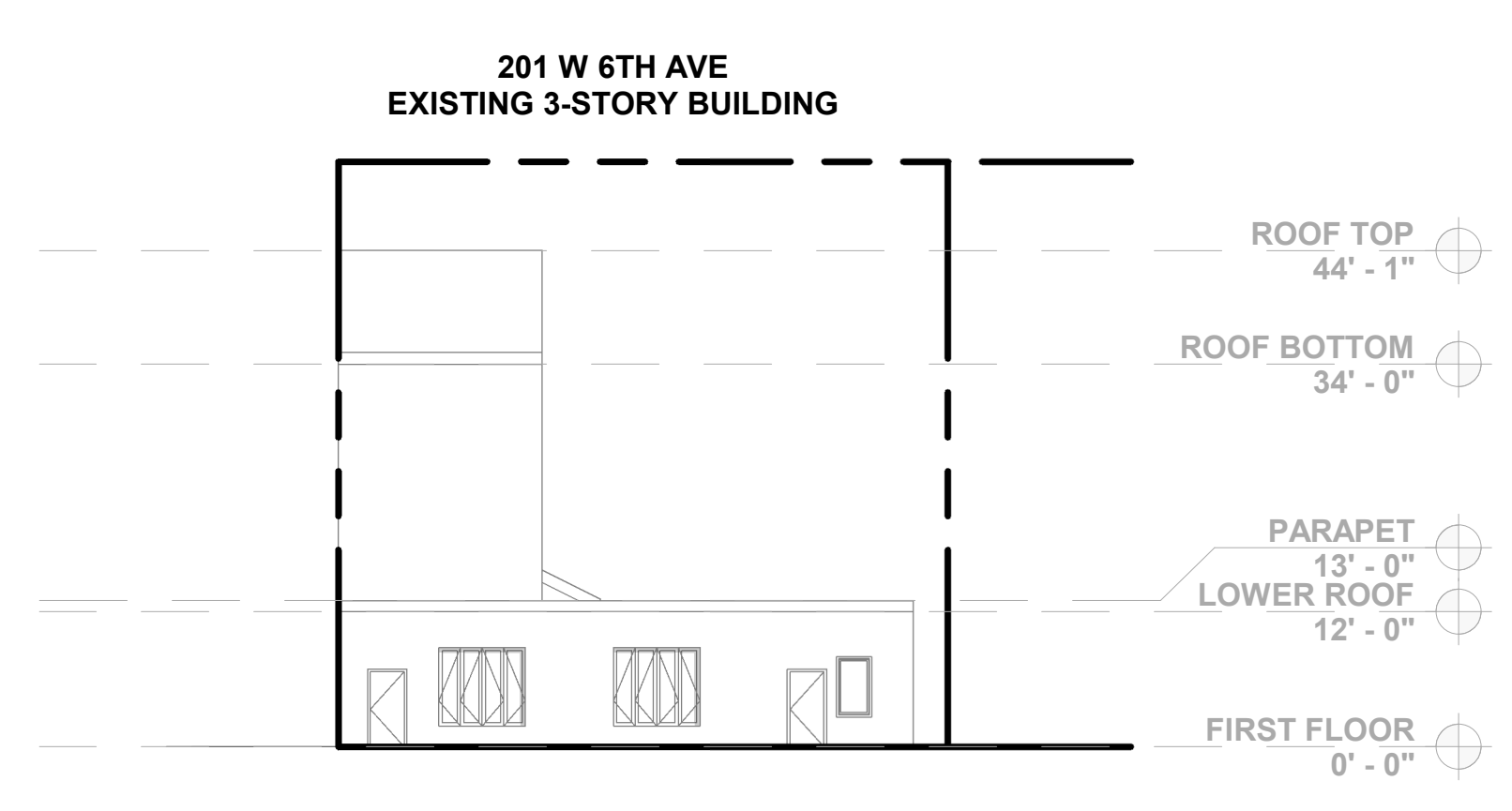
JLS ARCHITECTS, LLC
111 Redbank Ave
Conshohocken, PA 19038
484-809-9151
www.jlsarchitects.com

ISSUED FOR:
ZONING
11 APRIL 2024

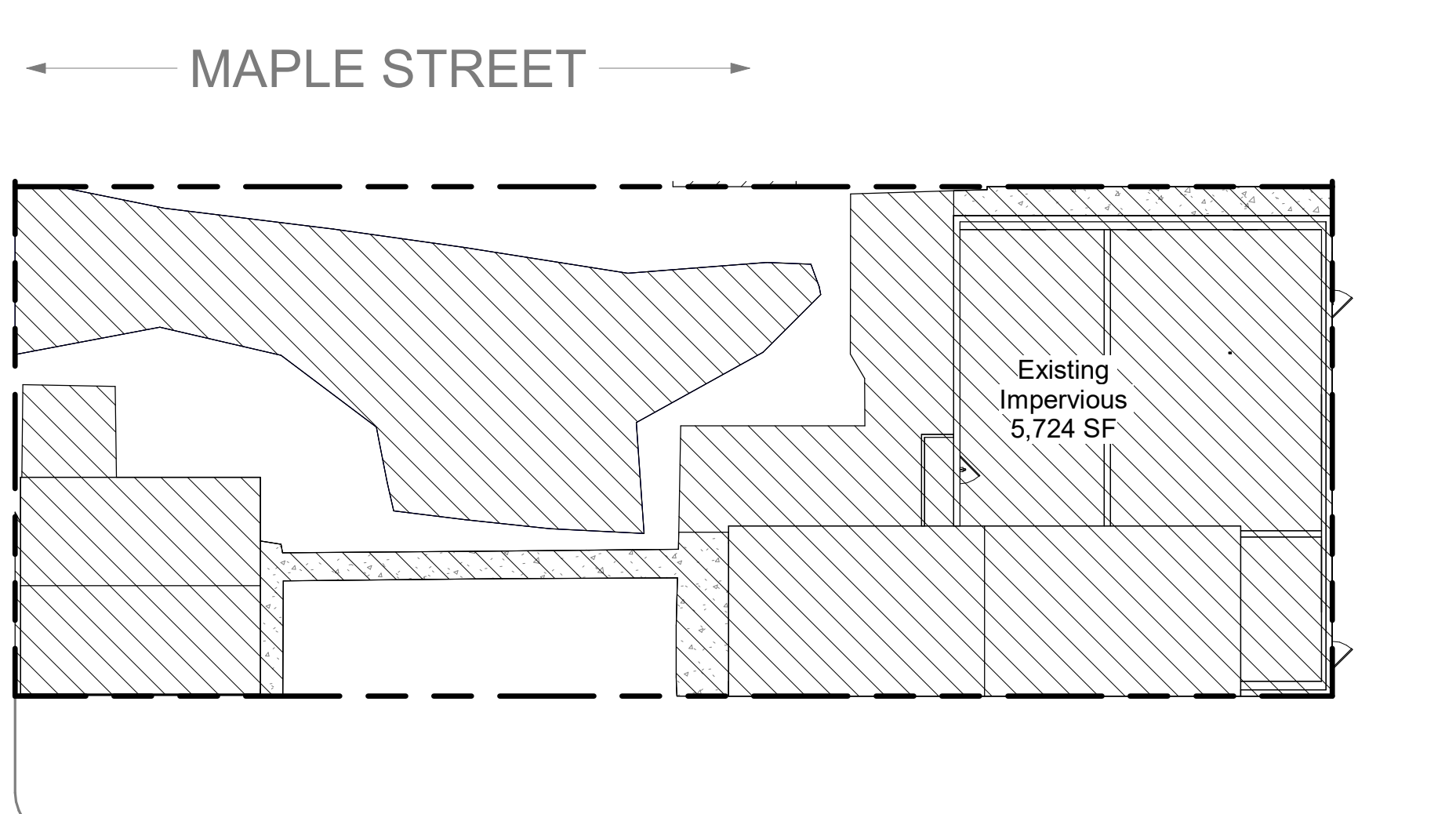
ARCHITECTURAL ZONING DRAWING

Scale: As indicated
Date: 13 FEB 2024
Drawn by: BLG

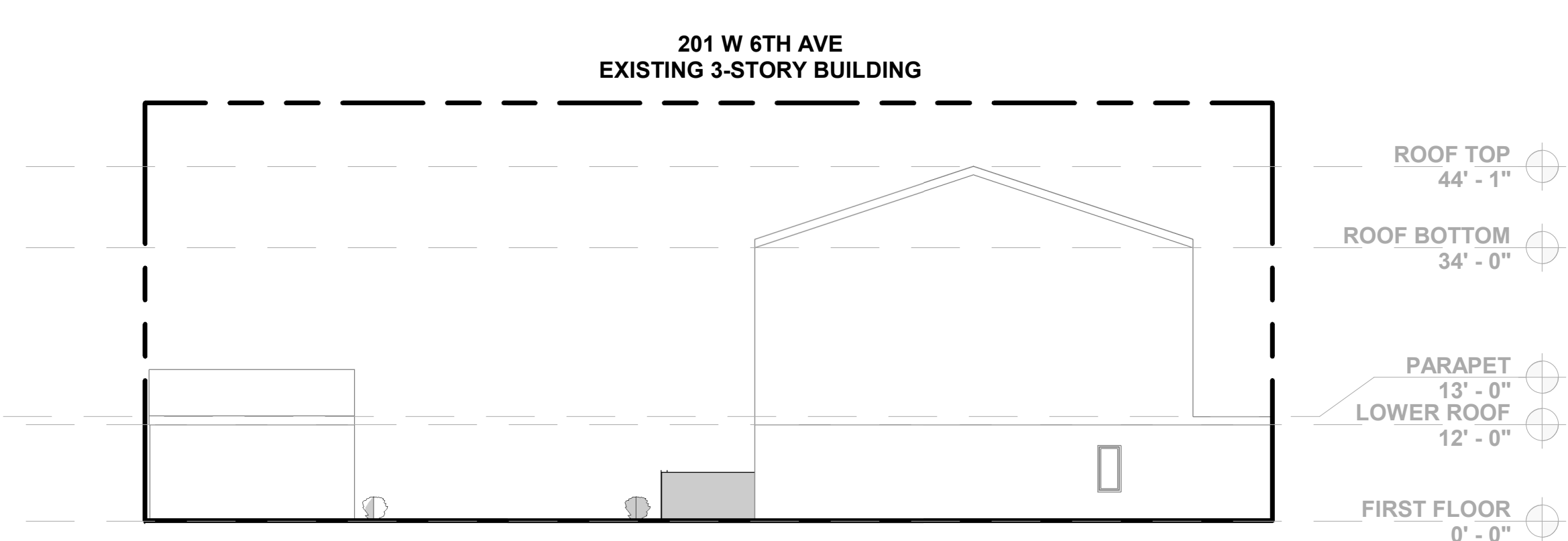
Z-1



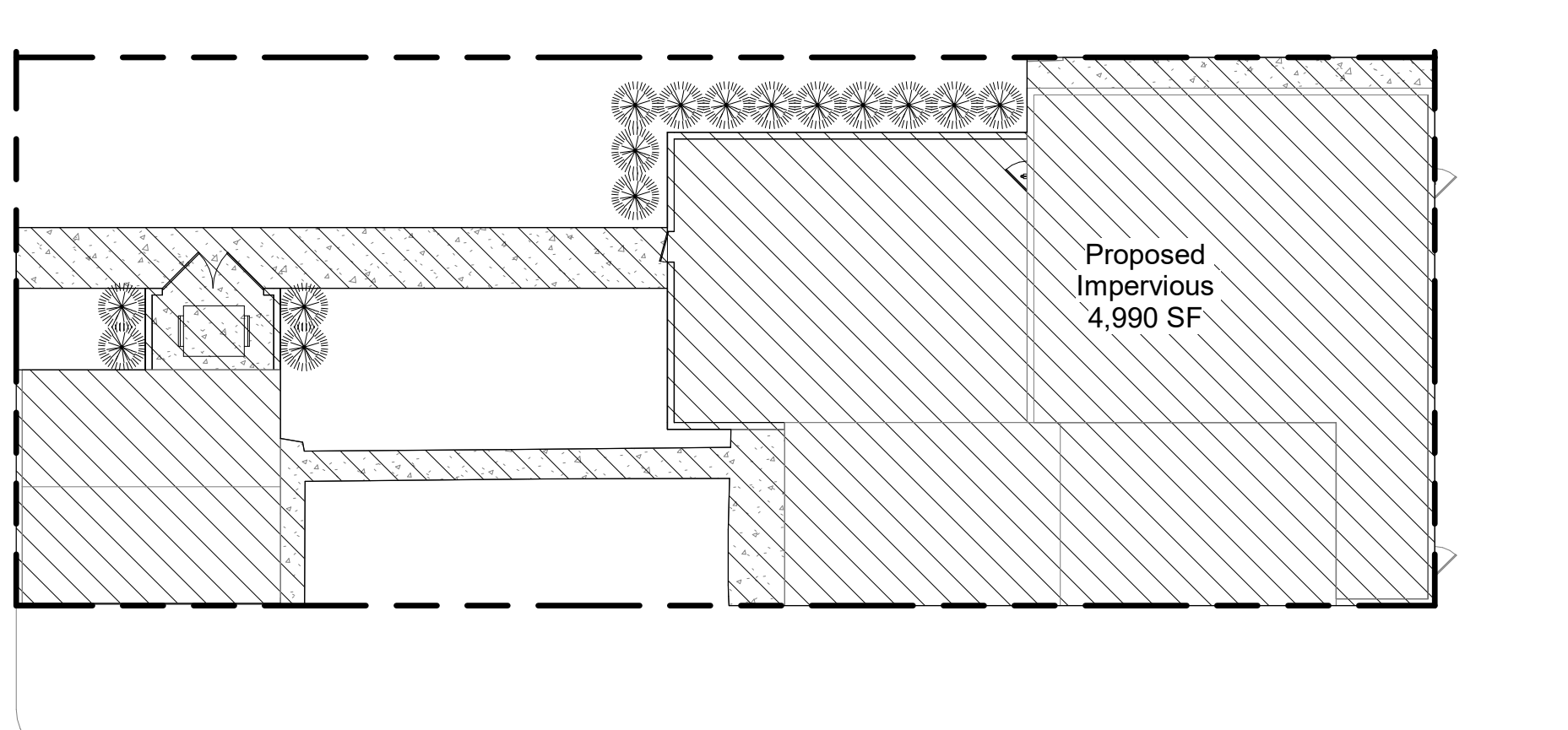
2 ZONING ELEVATION - NORTHEAST
Z-1
1/16" = 1'-0"



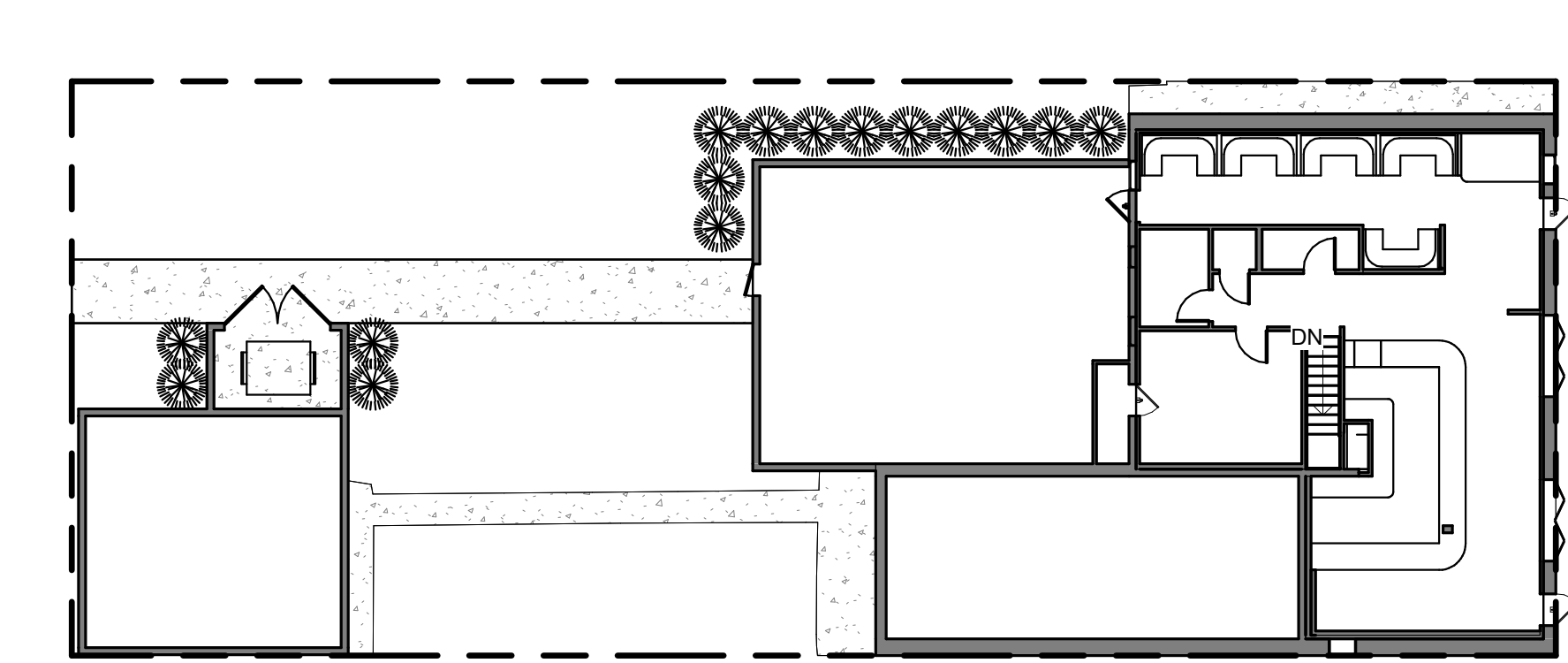
4 IMPERVIOUS COVERAGE PLAN - EXISTING
Z-1
1/16" = 1'-0"



3 ZONING ELEVATION - SOUTHEAST
Z-1
1/16" = 1'-0"



5 IMPERVIOUS COVERAGE PLAN - PROPOSED
Z-1
1/16" = 1'-0"



Prepared by and Return to:

Land Services USA, LLC
1835 Market St, Suite 420
Philadelphia, PA 19103
215-563-5468

File No. PACLT23-4916AK
UPI # 05-00-08984-00-2

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-08984-00-2 CONSHOHOCKEN BOROUGH
201 W SIXTH AVE
HICKEY CAROL A \$15.00
B 027 L U 092 4241 01/12/2024 JH

This Indenture, made the 9th day of January, 2024,

Between

CAROL A. HICKEY

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

CONSHOHOCKEN AVILA REAL ESTATE LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Seven Hundred Seventy-Five Thousand And 00/100 Dollars (\$775,000.00)** lawful money of the United States of America, unto her well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

ALL THAT CERTAIN message and tract or piece of land, situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a stake on the Westerly corner of Sixth Avenue and Maple Street; thence along the Southwesterly side of Sixth Avenue, North forty nine degrees West fifty four and thirteen hundredths feet to a stake; thence South forty one degrees West one hundred forty feet to a stake on the Northeasterly side of an alley, twenty feet in width; thence extending along said side of said alley, South forty nine degrees East, fifty four and thirteen hundredths feet to a point of intersection of said side of said alley with the Northwesterly side of Maple Street, aforesaid; thence extending along said side of said Maple Street, North forty one degrees, East, one hundred forty feet to the place of beginning.

BEING known as 201 West Sixth Avenue.

BEING Tax Parcel #05-00-08984-00-2.

BEING the same premises which Dennis R. Deery and Loretta A. Deery, by Deed dated 7/23/1990 and recorded 7/27/1990 in the County of Montgomery in Deed Book 4953 page 86, conveyed unto Carol A. Hickey, in fee.

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

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

Under and Subject to certain restrictions of record, if any.

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

[Signature Page Will Follow]

In Witness Whereof, the party of the first part has hereunto set her hand and seal. Dated the day and year first above written.

Sealed and Delibered
IN THE PRESENCE OF US:

Carol A. Hickey

Carol A. Hickey {SEAL}

State/Commonwealth of Pennsylvania

County of Montgomery

This record was acknowledged before me on January 9, 2024 by Carol A. Hickey.

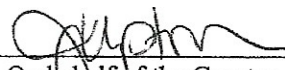
Danielle DeLuizio

Notary Public
My commission expires 9/2/2026

Commonwealth of Pennsylvania - Notary Seal
DANIELLE DeLUZIO, Notary Public
Montgomery County
My Commission Expires September 2, 2026
Commission Number 1037825

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

770 TAMALPAIS DR
Suite 401B
Corte Madera CA 94925


On behalf of the Grantee

File No. **PACLT23-4916AK**

Record and return to:
Land Services USA, LLC
1835 Market St, Suite 420
Philadelphia, PA 19103

Deed

UPI # 05-00-08984-00-2

Carol A. Hickey

TO

Conshohocken Avila Real Estate LLC, a
Pennsylvania limited liability company

Land Services USA, LLC
1835 Market St, Suite 420
Philadelphia, PA 19103



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

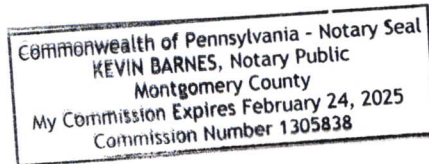
February, 2023

10th
February

[Signature]

Notary Public

(Seal)





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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

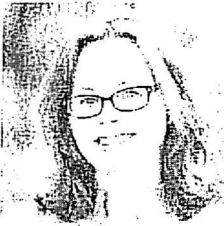
BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: _____

Exhibit “A”

Deed



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



3434607-0006Q

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Jeanne Sorg

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

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

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

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

PROPERTY DATA:

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

ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT:
\$300,000.00

TAXABLE AMOUNT:
\$290,941.00

FEES / TAXES:

Recording Fee: Deed	\$95.00
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

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

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 Office on 02/16/2017 09:46 AM. Fee \$11.00

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

RECORDER OF DEEDS
MONTGOMERY COUNTY

2017 JAN 27 A 9 22

**TAX CLAIM BUREAU DEED
UPSET SALE**

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

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

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

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

ALL THAT CERTAIN PROPERTY SITUATE AND BEING KNOWN AS

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

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

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

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

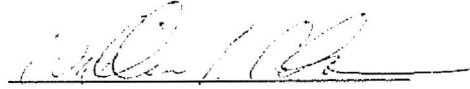
\$15.00
TG

{00488826;v1}

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

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

Tax Claim Bureau of Montgomery County, Trustee



First Deputy Director of Tax Claim

COMMONWEALTH OF PENNSYLVANIA }ss:
COUNTY OF MONTGOMERY

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

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

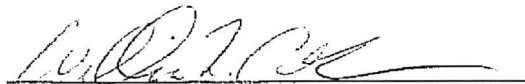


PROTHONOTARY

CERTIFICATE OF RESIDENCE

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

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



For the Grantee

Exhibit “B”
Survey

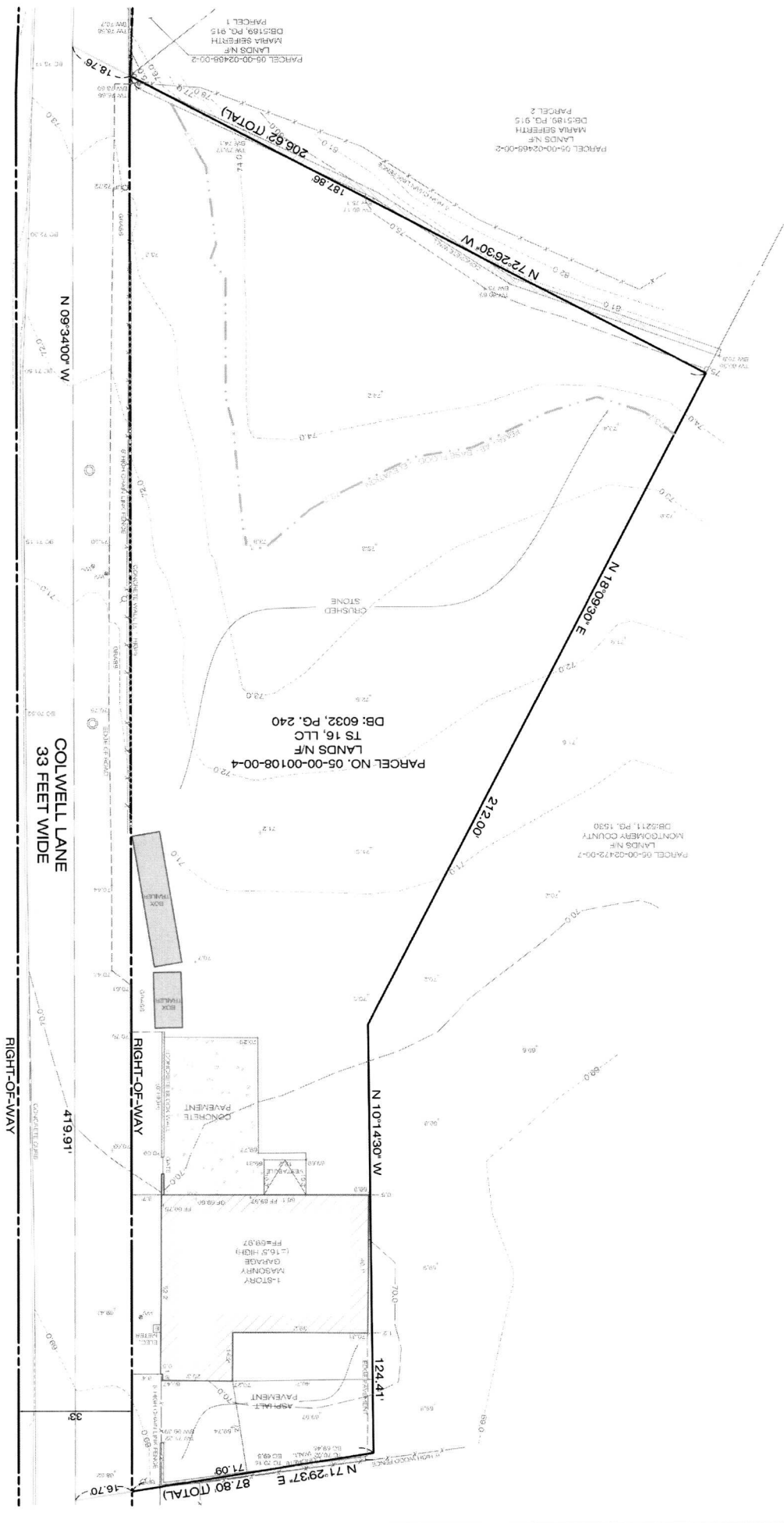


Exhibit “C”
Zoning Officer’s Letter



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

Stephanie Cocco
Borough Manager

SENT VIA CERTIFIED MAIL AND U.S. MAIL

January 12, 2023

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

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

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

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

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

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

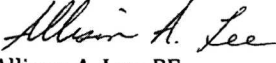
By **February 13, 2023**, you must come into compliance with the Borough ordinance by removing all existing box trailers and unsecured materials from within the Floodplain Conservation District.

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

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

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

Sincerely,


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

cc: Ray Sokolowski
Stephanie Cecco
Chris Small



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Colleen Leonard, President
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

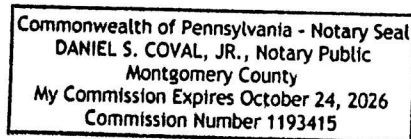
COUNTY OF MONTGOMERY

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

July 2023

[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 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.

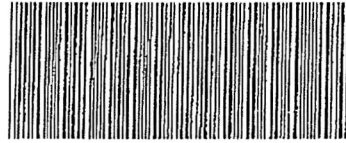
The grant of relief will not adversely affect the public health, safety or general welfare, and will cause no adverse effect. Without the grant of a variance from the floodplain regulations, this property will suffer a hardship as none of the uses permitted in the floodplain district are economically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



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.

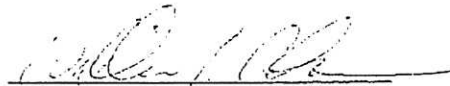
MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-00108-00-4 CONSHOHOCKEN
5 COLWELL LN
WRUBEL BERENICE \$15.00
B 006 U 030 L 4280 DATE: 01/27/2017 TG

{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

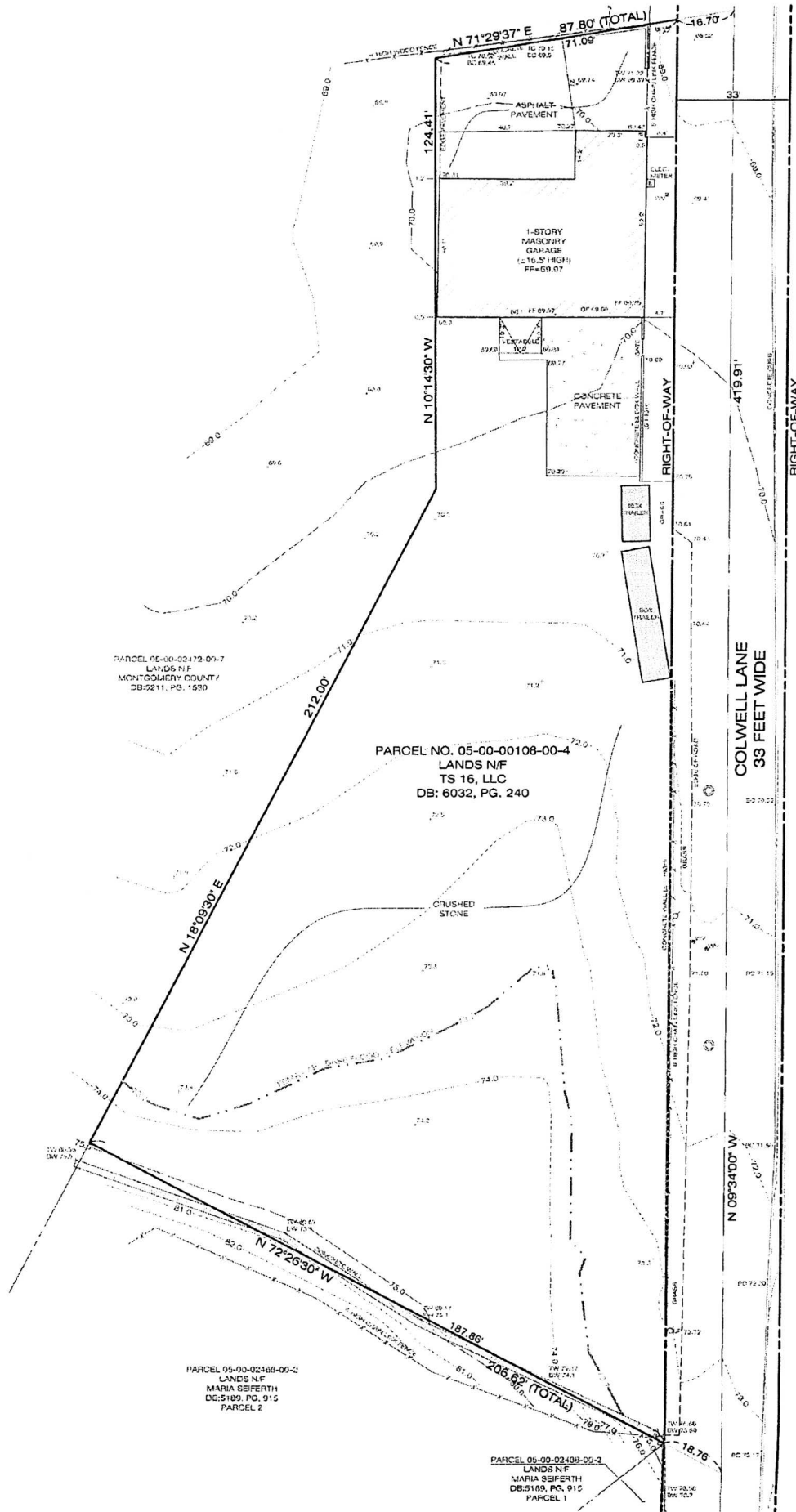


EXHIBIT C-1



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.

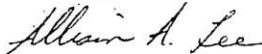
Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing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

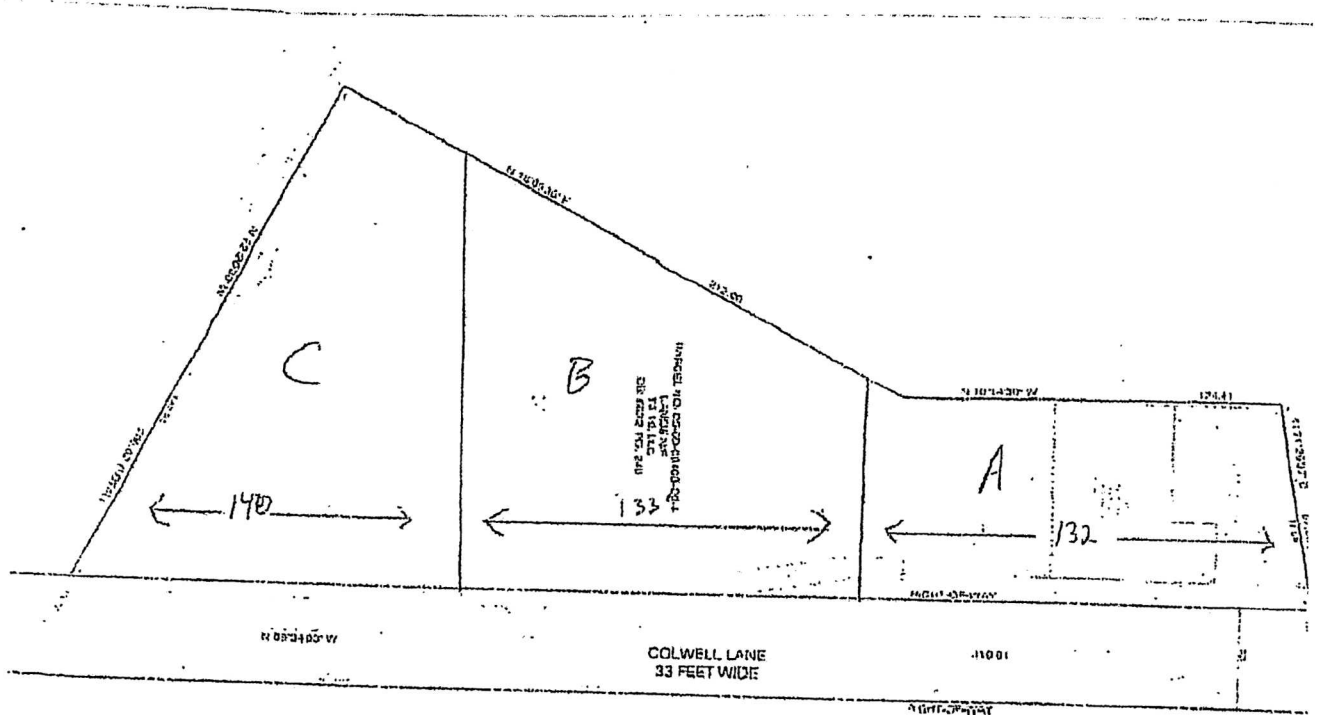
Sincerely,



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
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE SEPTEMBER 16, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-22

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on September 16, 2024 at 6:30 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: Southeastern Pennsylvania Transportation Authority (SEPTA)
1234 Market Street, 5th Floor
Philadelphia, PA 19103

PREMISES INVOLVED: 101 Washington Street
Conshohocken, PA 19428
SP-3 - Specially Planned District 3
FP - Floodplain Conservation Overlay District

OWNER OF RECORD: Southeastern Pennsylvania Transportation Authority (SEPTA)
1234 Market Street, 5th Floor, Philadelphia, PA 19103

The Petitioner is seeking a Variance from Sections §27-1714.1.A, B, D, H, and K to permit the construction of a surface parking lot and the associated clearing, filling, and installation of curbing, landscape islands, and stormwater facilities on the site, whereas, such use and activities are prohibited within the 100-year floodplain.

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
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: September 3, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: SEPTA Surface Parking Lot – Zoning Determination

History of the Site:

The property is currently a 6.32-acre parcel consisting of vacant land that have been used more recently as a construction staging area for the redevelopment of the Southeastern Pennsylvania Transportation Authority (SEPTA) Conshohocken train station. The site was formerly a portion of the Neve industrial property located at 101 Washington Street, and used for warehouses and storage that have since been demolished and removed from the site.

The site is located within the SP-3 - Specially Planned District 3 and subject to the FP - Floodplain Conservation overlay district regulations. The site is bounded by the SEPTA's regional rail line from the City of Philadelphia through Conshohocken Borough to Norristown to the north; the Schuylkill River to the South; the Matson Mill residential condominium development to the east; and additional vacant land to the west.

The Applicant had previously appeared before the Conshohocken Borough Zoning Hearing Board under application no. Z-2022-07, and based on the Zoning Decision and Order dated May 16, 2022, the Applicant was granted variances from the terms of Sections §27-1608.6, §27-1609.1B, C, and F, §27-1610.1.C, §27-1714, and §27-2007.F(1) of the Conshohocken Borough Zoning Ordinance of 2001 for the construction of a parking garage and parking lot facilities on the site. However, the Applicant did not obtain all the required permits within twelve (12) months of the date of the Zoning Decision; and therefore, the prior variances have expired. In addition, the Applicant has since revised the proposed site improvements under this zoning application.

Current Request:

The Applicant has amended the site layout to exclude a parking garage on the property and is proposing to extend the existing roadway access along Washington Street from the adjoining Matson Mill development to construct a new surface parking lot, curbing, landscaping, light poles, stormwater management facilities, a riverfront multi-use trail, and site amenities which includes benches, picnic tables, and trash and recycling receptacles.

The Applicant is seeking a variance from Sections §27-1714.1.A, B, D, H, and K to permit the construction of a surface parking lot and the associated clearing, filling, and installation of curbing, landscape islands,

multi-use trail, site amenities, and stormwater facilities on the site, whereas, such use, activities, and permanent structures are prohibited within the 100-year floodplain.

Zoning Determination:

The Applicant, SEPTA, is considered a "Public Utility" per Section 27-202, which is defined as "*an agency which, under public franchise or ownership, or under certificate of convenience and necessity, provides the public with communication, gas, power, rail transportation, sewer or water facilities, or other similar service.*"

The Applicant is proposing new construction to the site which will include associated clearing, grading, and filling for a new surface parking lot, curbing, landscaping, light poles, stormwater management facilities, a riverfront multi-use trail, and site amenities which includes benches, picnic tables, and trash and recycling receptacles.

The subject parcel is located within the underlying SP-3 zoning district, and per Section 27-1602.E and F, a public and private parking lot and recreation, open space, and river-oriented recreation are permitted uses within the underlying SP-3 zoning district. However, since the subject parcel is also located within the Floodplain Conservation Overlay District, the subject parcel must comply with the regulations of the Floodplain Conservation Overlay District per Section 27-1702.1.A.

In accordance with the FEMA Flood Insurance Rate Map (FIRM) panel No. 42091C0358G, effective 3/2/2016, and LOMR No. 16-03-0726P effective 1/30/2017, the southern portion of the parcel along the top of banks and south towards the Schuylkill River is located within the Schuylkill River regulated floodway Zone AE; and the remainder of the site is located within the 100-year floodplain (1% annual chance flood) Zone AE, which are special flood hazard areas with base flood elevations defined; therefore, the entire site is subject to the FP - Floodplain Conservation Overlay District regulations. New development and construction is generally prohibited in the Floodplain Conservation District because of the risk of inundation of flood waters.

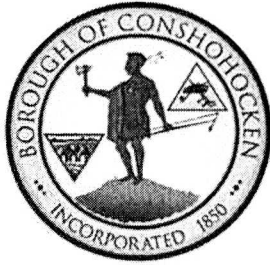
Per Section §27-1714, any use or activity not authorized within Section §27-1713 of the Zoning Ordinance shall be prohibited within the Floodplain Conservation Overlay District. Prohibited uses pertaining to the proposed development include the following relevant uses and activities under Section §27-1714:

- A. *No new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the one-hundred-year floodplain.*
- B. *New construction of buildings or placement of fill within the one-hundred-year floodplain is prohibited.*
- D. *Clearing of all existing vegetation, except where such clearing is necessary to prepare land for a use permitted under § 27-1713, and where the effects of these actions are mitigated by re-establishment of vegetation.*
- H. *Parking lots.*
- K. *Stormwater basins, including necessary berms and outfall facilities.*

As a result, the Applicant is required to seek a variance from Sections §27-1714.1.A, B, D, H, and K to permit the construction of the new surface parking lot, riverfront recreational activities, and associated landscaping, lighting, and stormwater facilities.

The Applicant is not proposing any watercourse encroachments, alterations, or improvement of any kind to the adjacent Schuylkill River.

Relief requested from the code provisions of Part 17, FP - Floodplain Conservation overlay district of the Zoning Ordinance, is subject to Articles F - Variances and Article G - Technical provisions Upon Grant of Variances. In particular, per §27-1722.3, if a variance is granted by the Zoning Hearing Board, the Applicant shall be notified in writing that the granting of the variance may result in increased premium rates for flood insurance and may increase risks to life and property.



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

Zoning Application

Application: Z-2024-22
Date Submitted: 7/26/24
Date Received: 7/26/24

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:

27-1714.1.A

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

101 Washington Avenue

4. Applicant's Name: Southeastern Pennsylvania Transportation Authority

Address: Attn: Robert Tangi
1234 Market Street; 5th Floor; Philadelphia, PA 19103

Phone Number (daytime): 215-570-7068

E-mail Address: RTangi@septa.org

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

6. Property Owner: Same.

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: 81,809 sq. ft. Zoning District: SP-3

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

Yes No If yes, please describe.

Application No. 2022-07 - Request for variances for a parking lot and garage.

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

Vacant.

10. Please describe the proposed use of the property.

Surface parking lot.

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

Parking lot consisting of 183 parking spaces together with landscape islands, buffering, multi-use trail and amenities.

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

Site was located immediately adjacent to the existing railroad tracks operated by the Applicant and will provide convenient parking to service commuters at the Conshohocken Railroad Station.

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

a. The unique characteristics of the property: A significant portion of the property is located within the AE zone of the floodplain area which is outside of the floodway but within the 100-year floodplain designation.

b. How the Zoning Ordinance unreasonably restricts development of the property:
Zoning Ordinance unduly restricts the development of the property by prohibiting any new construction, alteration or improvement of any structure within the 100-year floodplain designation.

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

The property is adjacent to an existing railway line and in the vicinity of commercial and multi-family real estate development.

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

The proposed surface parking lot will have minimal impact on the base floodplain elevation and will not impact the flow of floodwater.

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: Carl N. Weiner, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin
- b. Address: 1920 S. Broad St., Suite 230, P.O. Box 1479
Lansdale, PA 19446-5422
- c. Phone Number: (215) 661-0400
- d. E-mail Address: cweiner@hrmml.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.

R.J. G.
Applicant

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
Legal Owner

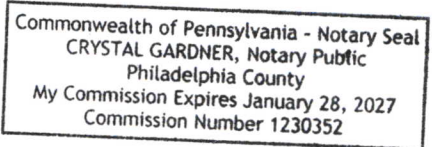
7-17-24
Date

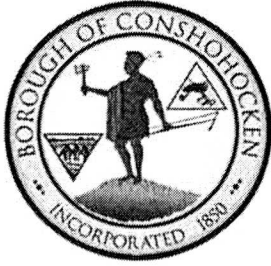
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~MONTGOMERY~~ PHILADELPHIA

As subscribed and sworn to before me this 17th day of July, 2024.

Crystal Gardner
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: _____



DEED BK 6308 PG 01621 to 01629.5
INSTRUMENT # : 2022104302
RECORDED DATE: 11/16/2022 03:23:41 PM



6169969-0020+

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 14

Document Type: Deed	Transaction #: 6686884 - 1 Doc(s)
Document Date: 11/09/2022	Document Page Count: 8
Reference Info:	Operator Id: sford
RETURN TO: (Simplifile) Chicago Title Philadelphia Commercial - 1515 Market St Ste 1325 PA 19102-1930 1700 Market St Ste 2100 Philadelphia, PA 19103-3919 (215) 875-4146	PAID BY: CHICAGO TITLE PHILADELPHIA COMMERCIAL - 1515 MARKET ST STE 1325 PA 19102-1930

*** PROPERTY DATA:**

Parcel ID #:	05-00-00040-00-9
Address:	101 WASHINGTON ST
Municipality:	PA Conshohocken Borough (100%)
School District:	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$9,750,000.00	DEED BK 6308 PG 01621 to 01629.5
TAXABLE AMOUNT: \$0.00	Recorded Date: 11/16/2022 03:23:41 PM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed \$86.75	
Affidavit Fee \$1.50	
Additional Pages Fee \$8.00	
Affordable Housing Pages \$8.00	
Total: \$104.25	

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

Digitally signed 07/25/2024 by montgomery.county.rod@govos.com

Certified and Digitally Signed

Validation may require Adobe Windows Integration

eCertified copy of recorded # 2022104302 (page 1 of 14)
 Montgomery County Recorder of Deeds



Prepared by:

Rosemary J. Loverdi, Esq.
 Dilworth Paxson LLP
 1500 Market Street, Suite 3500E
 Philadelphia, PA 19102
 (215) 575-7000

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 05-00-00040-00-9 CONSHOHOCKEN BOROUGH
 101 WASHINGTON ST
 NEVE SARA R 2015 RIVERFRONT PROPERTY TRUST \$15.00
 B 011 L U 005 2209 11/16/2022 JG

Return to:

Chicago Title Insurance Company
 1700 Market Street, Suite 2100
 Philadelphia, PA 19102
 (215) 732-9700
 Order No. PHI220647

Tax Parcel Number: 05-00-00040-00-9

DEED IN LIEU OF CONDEMNATION

THIS INDENTURE made the 9th day of November, 2022 between **MICHAEL V. SENCINDIVER, INDEPENDENT TRUSTEE OF THE SARA R. NEVE 2015 RIVERFRONT PROPERTY TRUST**, a Pennsylvania irrevocable trust, hereinafter called the Grantor, of the one part,

AND

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY, a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, hereinafter called the Grantee, of the other part,

WHEREAS, Grantee is a metropolitan transportation authority created pursuant to the Metropolitan Authorities Transportation Act, 74 Pa. C.S.A. § 1701 *et seq.* and has the power of eminent domain pursuant to 74 Pa. C.S.A. § 1744; and

WHEREAS, pursuant to Resolution entitled "Acquisition from Sara R. Neve 2015 Riverfront Property Trust of a Parcel of Property located at 101 Washington Street in the Borough of Conshohocken, Montgomery County, for Use in SEPTA's ADA Station Upgrade Project and Construction of a New Parking Garage at Conshohocken Station" approved on April 28, 2022, the Board of the Southeastern Pennsylvania Transportation Authority, the Grantee hereunder, authorized the acquisition of the property described herein by condemnation or by a negotiated purchase price in lieu of condemnation; and

WHEREAS, Grantor and Grantee have agreed upon the negotiated purchase price for the transfer of the property described herein in lieu of condemnation, as set forth below.

WITNESSETH, That the said Grantor, for and in consideration of the sum of Nine Million and Seven Hundred Fifty Thousand Dollars (\$9,750,000.00), lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery,



hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN PARCEL OF LAND as described on Exhibit "A" attached hereto,
UNDER AND SUBJECT, however, to the matters of record as of the date hereof.

TOGETHER with all and singular the structures, improvements, ways, streets, alleys, passages, waters, water-courses, mineral rights, gas and oil rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it the said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said parcel of land above described, with the improvements and structures thereon erected and the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

UNDER AND SUBJECT to matters of record, as aforesaid.

AND the said Grantor, for itself and its successors, does by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor and its successors, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor and its successors, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under Grantor, or any of them, shall and will, UNDER AND SUBJECT as aforesaid, WARRANT and forever DEFEND.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

THE SARA R. NEVE 2015 RIVERFRONT PROPERTY TRUST, a Pennsylvania irrevocable trust

By: [Signature]

Name: Michael V. Sencindiver

Title: Independent Trustee

STATE OF Pennsylvania
COUNTY OF Philadelphia

:
:
: ss.

On this, the 9th day of November, 2022, before me, a Notary Public, the undersigned officer personally appeared, Michael V. Sencindiver, known to me (or satisfactorily proven) to be the Independent Trustee of THE SARA R. NEVE 2015 RIVERFRONT PROPERTY TRUST, a Pennsylvania irrevocable trust, acknowledged that he as such Independent Trustee, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust as such Independent Trustee.

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

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
KAREN C. MORRISSEY, Notary Public
Philadelphia County
My Commission Expires January 4, 2023
Commission Number 1116067



I hereby certify that the address of
the above Grantee is:

Southeastern Pennsylvania Transportation Authority
1234 Market Street
10th Floor
Philadelphia, PA 19107-3780

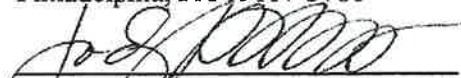

On behalf of Grantee



EXHIBIT "A"**LEGAL DESCRIPTION**

ALL THAT CERTAIN lot or piece of ground located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, identified as "Lot 2" on certain plan entitled "Lot Consolidation/Subdivision Plan" prepared by Bohler Engineering dated June 28, 2019 and last revised July 7, 2020, consisting of two sheets, which was recorded in the Office of the Montgomery County Recorder of Deeds in Plan Book 53 Page 401 as more particularly described as follows:

BEGINNING at a point on the dividing line between Block 13, Unit 49, lands now or formerly Sarah R. Neve 2015 Riverfront Property Trust and lands now or formerly SEPTA, said point being distant the following three (3) courses and distances from the common corner of Block 13, Unit 49 and Block 13, Unit 55, lands now or formerly 51 Washington Local LLC and from said point of beginning running, thence

The following three (3) courses and distances along the dividing line between Block 13, Unit 49 and lands now or formerly SEPTA:

A. North 53 degrees - 58 minutes - 55 seconds west, a distance of 70.21 feet to a point, thence

B. North 34 degrees - 56 minutes - 00 seconds East, a distance of 17.67 feet to a point, thence

C. North 52 degrees - 13 minutes - 00 seconds West, a distance of 29.76 feet to the true point and place of beginning and from said point of beginning running, thence;

The following twelve (12) courses and distances along the dividing line between proposed Lot 1 and proposed Lot 2;

1. South 37 degrees - 28 minutes - 22 seconds west, a distance of 35.69 feet to a point; thence

2. South 32 degrees - 24 minutes - 39 seconds East, a distance of 10.00 feet to a point, thence;

3. South 37 degrees - 28 minutes - 22 seconds West, a distance of 5.43 feet to a point of curvature; thence

4. along the arc of a circle curving to the right, having a radius of 10 feet, a central angle of 90 degrees - 18 minutes - 36 seconds, an arc length of 15.76 feet, a chord bearing South 82 degrees - 37 minutes - 40 seconds West and chord distance of 14.18 feet to a point tangency; thence

5. North 52 degrees - 13 minutes - 02 seconds West, a distance of 168.10 feet to point of curvature; thence



6. Along the arc of a circle curving to the right, having a radius of 76.00 feet, a central angle of 35 degrees - 14 minutes - 42 seconds, an arc length of 46.75 feet, a chord bearing North 34 degrees - 35 minutes - 41 seconds West and a chord distance of 46.02 feet to a point of reverse curvature; thence

7. Along the arc of a circle curving to the left, having a radius of 124.00 feet, a central angle of 35 degrees - 04 minutes - 32 seconds, an arc length of 75.91 feet, a chord bearing North 34 degrees - 30 minutes - 37 seconds West and a chord distance of 74.73 feet to a point of tangency; thence

8. North 52 degrees - 13 minutes - 02 seconds West, a distance of 436.94 feet to a point; thence

9. South 37 degrees - 46 minutes - 58 seconds West, a distance of 24.00 feet to a point; thence

10. North 52 degrees - 12 minutes - 58 seconds West, a distance of 68.67 feet to a point of curvature; thence

11. Along the arc of a circle curving to the left, having a radius of 15.00 feet, a central angle of 90 degrees - 00 minutes - 02 seconds, an arc length of 23.56 feet, a chord bearing South 82 degrees - 47 minutes - 01 seconds West and a chord distance of 21.21 feet to a point of tangency; thence

12. South 37 degrees - 47 minutes - 00 seconds West, a distance of 249.35 feet to a point on the title line on the Schuylkill River (navigable by law); thence

The following seven (7) courses and distances along the title line on the Schuylkill River

13. North 51 degrees - 25 minutes - 30 seconds West, a distance of 183.43 feet to a point; thence

14. North 45 degrees - 11 minutes - 55 seconds West, a distance of 336.02 feet to a point; thence

15. North 23 degrees - 44 minutes - 51 seconds West, a distance of 239.00 feet to a point; thence

16. North 29 degrees - 38 minutes - 35 seconds West, a distance of 125.59 feet to a point; thence

17. North 29 degrees - 44 minutes - 23 seconds East, a distance of 22.00 feet to a point, thence;

18. North 77 degrees - 26 minutes - 43 seconds West, a distance of 25.00 feet to a point, thence;

19. North 28 degrees - 37 minutes - 15 seconds West, a distance of 437.24 feet to a point; thence



The following twelve (12) courses and distances along the dividing line between Block 10, Unit 7; Block 10, Unit 9 and lands now or formerly SEPTA:

20. South 56 degrees - 05 minutes - 20 seconds East, a distance of 226.36 feet to a point; thence
21. South 40 degrees - 24 minutes - 00 seconds East, a distance of 237.00 feet to a point; thence;
22. South 36 degrees - 08 minutes - 58 seconds East, a distance of 111.22 feet to a point; thence;
23. South 46 degrees - 04 minutes - 50 seconds East, a distance of 144.70 feet to a point; thence;
24. South 48 degrees - 47 minutes - 00 seconds East, a distance of 217.93 feet to a point; thence
25. South 52 degrees - 57 minutes - 00 seconds East, a distance of 241.21 feet to a point; thence
26. South 52 degrees - 08 minutes - 00 seconds East, a distance of 250.04 feet to a point; thence;
27. South 51 degrees - 48 minutes - 00 seconds East, a distance of 250.24 feet to a point; thence;
28. South 53 degrees - 02 minutes - 00 seconds East, a distance of 182.57 feet to a point; thence;
29. South 52 degrees - 13 minutes - 00 seconds East, a distance of 222.77 feet to the point and place of beginning.

This description was written based upon a Map entitled "Conditional Use and Preliminary/Final Subdivision and Land Development Plans for High Street Conshohocken LLC, Matson Mill Apartments, Washington Street and Oak Street, Borough of Conshohocken, Montgomery County, Pennsylvania, Lot Consolidation/ Subdivision Plan (Record Plan 1 and 2 of 2)", prepared by Bohler Engineering, dated 06/28/2019, Project No. PC191274, Sheets C-204 and C-205, Revision No 11 dated 7/07/2020.

Being the same premises which Sarah R. Neve, widow of James J. Neve by Deed dated 7-31-2018 and recorded 7-31-2018 in Montgomery County in Deed Book 6100 page 2086 conveyed unto The Sarah R. Neve 2015 Riverfront Property Trust, under deed of trust dated 5-8-2015 of Sarah R. Neve, in fee.

Being the same premises which Michael V. Sencindiver, Independent Trustee of the Sara R. Neve 2015 Riverfront Property Trust by Deed of Consolidation dated 8-28-2020 and recorded



10-1-2020 in Montgomery County in Deed Book 6195 page 413 conveyed unto Michael V. Sencindiver, Independent Trustee of the Sara R. Neve 2015 Riverfront Property Trust, in fee.

BEING Tax ID/Parcel No. 05-00-00040-00-9





REV-183 BUREAU OF INDIVIDUAL TAXES PO BOX 280603 HARRISBURG, PA 17128-0603

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE COMPLETE EACH SECTION

RECORDER'S USE ONLY table with fields: State Tax Paid: \$0.00, Book: 6308, Instrument Number: 01621, Date Recorded: 11/16/2022 03:23:41 PM

SECTION I TRANSFER DATA

Form for Section I: TRANSFER DATA. Includes fields for Date of Acceptance of Document, Grantor(s)/Lessor(s) (The Sara R. Neve 2015 Riverfront*), Telephone Number ((610) 804-9856), Grantee(s)/Lessee(s) (Southeastern Pennsylvania*), Telephone Number ((215) 580-7619), Mailing Address (c/o 717 Main Street), City (Riverton), State (NJ), ZIP Code (08077), City (Philadelphia), State (PA), ZIP Code (19107).

SECTION II REAL ESTATE LOCATION

Form for Section II: REAL ESTATE LOCATION. Includes fields for Street Address (101 Washington Street), City, Township, Borough (Conshohocken), County (Montgomery), School District (Colonial), Tax Parcel Number (05-00-00040-00-9).

SECTION III VALUATION DATA

Form for Section III: VALUATION DATA. Includes fields for Was transaction part of an assignment or relocation? (NO), 1. Actual Cash Consideration (9,750,000.00), 2. Other Consideration (+ 0.00), 3. Total Consideration (= 9,750,000.00), 4. County Assessed Value (155,080.00), 5. Common Level Ratio Factor (x 2.53), 6. Computed Value (= 392,352.40).

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

Form for Section IV: EXEMPTION DATA. Includes fields for 1a. Amount of Exemption Claimed (\$ 9,750,000.00), 1b. Percentage of Grantor's Interest in Real Estate (100 %), 1c. Percentage of Grantor's Interest Conveyed (100 %).

- 2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession.
- Transfer to a trust.
- Transfer from a trust.
- Transfer between principal and agent/straw party.
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
- Transfer from mortgagor to a holder of a mortgage in default.
- Corrective or confirmatory deed.
- Statutory corporate consolidation, merger or division.
- Other (Provide a detailed explanation of exemption claimed.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Form for Section V: CORRESPONDENT INFORMATION. Includes fields for Name (Gretchen Wischert, Deputy General Counsel - Corporate - SEPTA), Telephone Number ((215) 580-7619), Mailing Address (1234 Market Street, 5th Floor), City (Philadelphia), State (PA), ZIP Code (19107).

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party and Date (11/8/22).

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.




1830019105

1830019105



CERTIFICATE

The undersigned, duly qualified and acting as Secretary of the Southeastern Pennsylvania Transportation Authority, certifies that the following is a true and correct copy of a Resolution adopted at a legally convened meeting of the Board of the Southeastern Pennsylvania Transportation Authority on April 28, 2022, which Resolution continues in full force and effect as of this date.



Carol R. Looby

Date: May 4, 2022

(Seal)



4/28/22

R E S O L U T I O N

re

ACQUISITION FROM SARA R. NEVE 2015 RIVERFRONT PROPERTY TRUST
OF A PARCEL OF PROPERTY LOCATED AT 101 WASHINGTON STREET IN
THE BOROUGH OF CONSHOHOCKEN, MONTGOMERY COUNTY, FOR USE IN
SEPTA'S ADA STATION UPGRADE PROJECT AND CONSTRUCTION
OF A NEW PARKING GARAGE AT CONSHOHOCKEN STATION

WHEREAS, SEPTA's existing Conshohocken Passenger Station ("Station") located at Mile Post 13.50 on the Norristown Regional Rail Line (Line Code 0329) is not compliant with the Americans with Disabilities Act (ADA) mandates, thereby requiring SEPTA to acquire additional property in order to construct the necessary improvements at the facility; and

WHEREAS, Sara R. Neve 2015 Riverfront Property Trust (the "Trust") owns a vacant parcel of property ("Parcel") located at 101 Washington Street in the Borough of Conshohocken, Montgomery County, consisting of 6.5 acres (283,140 +/- square feet) which is adjacent to the railroad right-of-way at the Station; and

WHEREAS, SEPTA desires to acquire the Parcel as part of its ADA Station Upgrade Project ("Project"), which will include the construction of a new Conshohocken Station and proposed parking garage that will accommodate approximately 500 motor vehicles; and

WHEREAS, a SEPTA commissioned independent appraisal determined that the fair market valuation (FMV) of Parcel (as of March 7,



2022) was \$9,500,000, which was supported by a subsequent in-house review appraisal; and

WHEREAS, following negotiations between the parties, an agreed upon consideration in the amount of \$9,750,000 was reached, with a closing date occurring on or before May 31, 2022; and

WHEREAS, acquisition of the Parcel is subject to completion by SEPTA of all necessary surface, environmental and geo-technical investigation of the subject property, and SEPTA obtaining any other consents, permits or assignment of rights in connection with the purchase of the Parcel; and

WHEREAS, SEPTA will also be responsible for payment of the customary charges incidental to the acquisition of the subject real estate, such as title insurance, closing costs and recording fees; and

WHEREAS, staff requested that the General Manager/Chief Executive Officer recommend that the Board authorize SEPTA to purchase from the Trust in lieu of condemnation or, if not successful, to acquire by condemnation the Parcel for a FMV or estimated just compensation capped at \$9,750,000, as required for the Project, under such terms as set forth above and more fully described in the pertinent staff summary; and

WHEREAS, the General Manager/Chief Executive Officer made the recommendation to the Board.



NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes SEPTA to purchase from Sara R. Neve 2015 Riverfront Property Trust, in lieu of condemnation or, if not successful, to acquire by condemnation the fee simple interests in the parcel of property located at 101 Washington Street in the Borough of Conshohocken, Montgomery County, under such terms as set forth within the pertinent staff summary, for a fair market value or estimated just compensation of \$9,750,000, plus costs that are incidental to the acquisition of real estate, or such alternative consideration as may be adjusted at the discretion of the General Manager/Chief Executive Officer to be in the best interests of the Authority.

FURTHER RESOLVED, that the Board hereby authorizes the General Manager/Chief Executive Officer or her designee, to execute all documents, in form approved by the Office of General Counsel, and to do any and all other things as shall be deemed necessary and proper in order to effectuate the purpose of this Resolution.

S/Corp/Resolutions/04-2022- Acquisition - Sara R. Neve 2015 Riverfront Property Trust - 101 Washington Street - ADA Station Upgrade Project at Conshohocken Station




















REV	DATE	DESCRIPTION	BY	CHK	APP

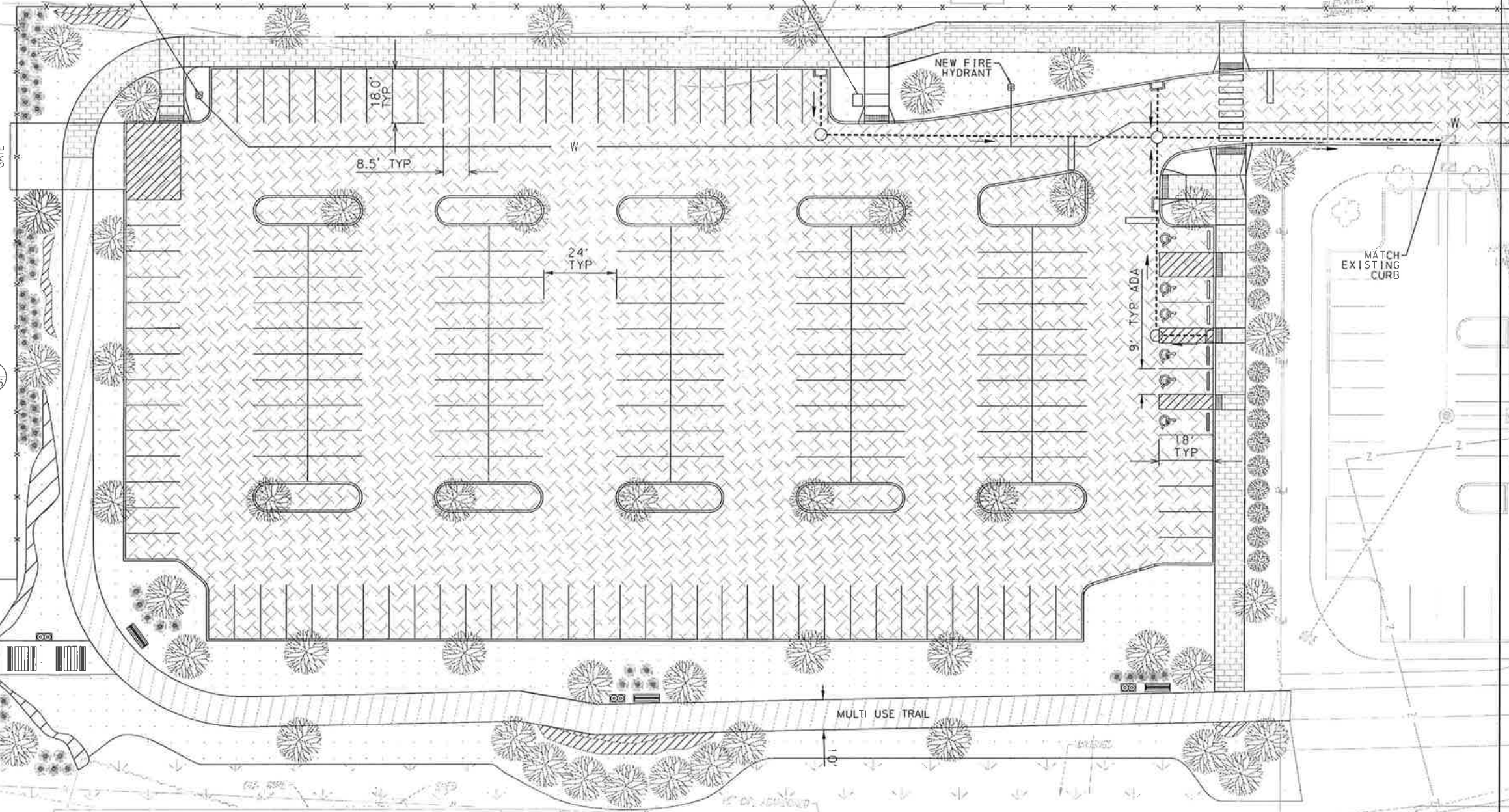
CONSHOHOCKEN RAILROAD STATION
 MANAYUNKI NORRISTOWN LINE
SURFACE PARKING LOT
 NEW CONSTRUCTION
 CIVIL
 ZONING PLAN

SCALE:	SCALE FACTOR:
AS NOTED	1:1
DATE:	DRAWN BY:
6/7/2024	AJ
CHECKED BY:	
WORK ORDER NO.:	
GEC21D-24	
DRAWING NUMBER:	
Z101	
DWG NO.:	OF
2001	2003
SHE. NO.:	OF
1	3
COMPUTER FILE NO.:	REV. NO.:
	0

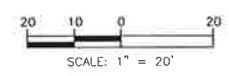
VARIANCE: 27-1714.1.A
 NEW CONSTRUCTION WITHIN THE
 100-YEAR FLOODPLAIN
 CONSERVATION DISTRICT

IMPROVEMENTS LEGEND

-  NEW CONCRETE SIDEWALK
-  NEW ASPHALT TRAIL
-  NEW FULL DEPTH PAVING
-  NEW PEDESTRIAN RAMP
-  NEW CONCRETE CURB
-  NEW FENCE
-  NEW DEPRESSED CONCRETE CURB
-  NEW TRASH/RECYCLING RECEPTACLES
-  NEW BENCH
-  100-YEAR FLOODPLAIN BOUNDARY
-  CONCRETE WHEEL STOP
-  PROPOSED TREE
-  PROPOSED SHRUB
-  PICNIC TABLE
-  HERBACIOUS PLANTS, GRASSES, AND PERENNIALS
-  FORMULA B SEED MIX
-  FORMULA L SEED MIX



SITE DESIGN REQUIREMENTS:	
EXISTING ZONING DISTRICT:	SP-3
PROPOSED ZONING:	SP-3
PROPOSED USE:	REGIONAL RAIL TRAIN STATION
GROSS SITE AREA (TOT TITLE LINES):	81,809SQFT
AREA WITH LEGAL R.O.W. LINE OF OAK ST:	4,668SQFT



REQUIRED BY CONSHOHOCKEN BOROUGH PART 16 SP-3 ZONING:	REQUIRED:	PROJECT:
MIN. LOT AREA:	1 ACRE	4.4 ACRE
MIN. BUILDING SETBACK TO CENTERLINE OF ROAD:	N/A	N/A
MIN. BUILDING SETBACK TO EDGE OF ROADWAY:	N/A	N/A
MIN. DISTANCE BETWEEN BUILDINGS:	N/A	N/A
MIN. PARKING SETBACKS (FROM PROP LINES):	15 FT	22 FT
MIN. BUILDING SETBACK TO RAILROAD R.O.W.:	N/A	N/A
MIN. ACCESS DRIVEWAY SETBACK (FROM PROP LINE):	5 FT	40 FT
MIN. WIDTH OF LANDSCAPE BUFFER AT PAVING:	10 FT	10 FT
MAX. SPACING OF TREES ALONG ROADWAY:	30 FT	30 FT
MAX. BUILDING COVERAGE:	N/A	N/A
MAX. IMPERVIOUS COVERAGE:	85%	70.5%
MIN. OPEN SPACE (OF TOTAL TRACT AREA):	15%	29.5%
MAX BUILDING HEIGHT:	N/A	N/A
MAX BUILDING PROFILE (IN HORIZONTAL LENGTH):	N/A	N/A

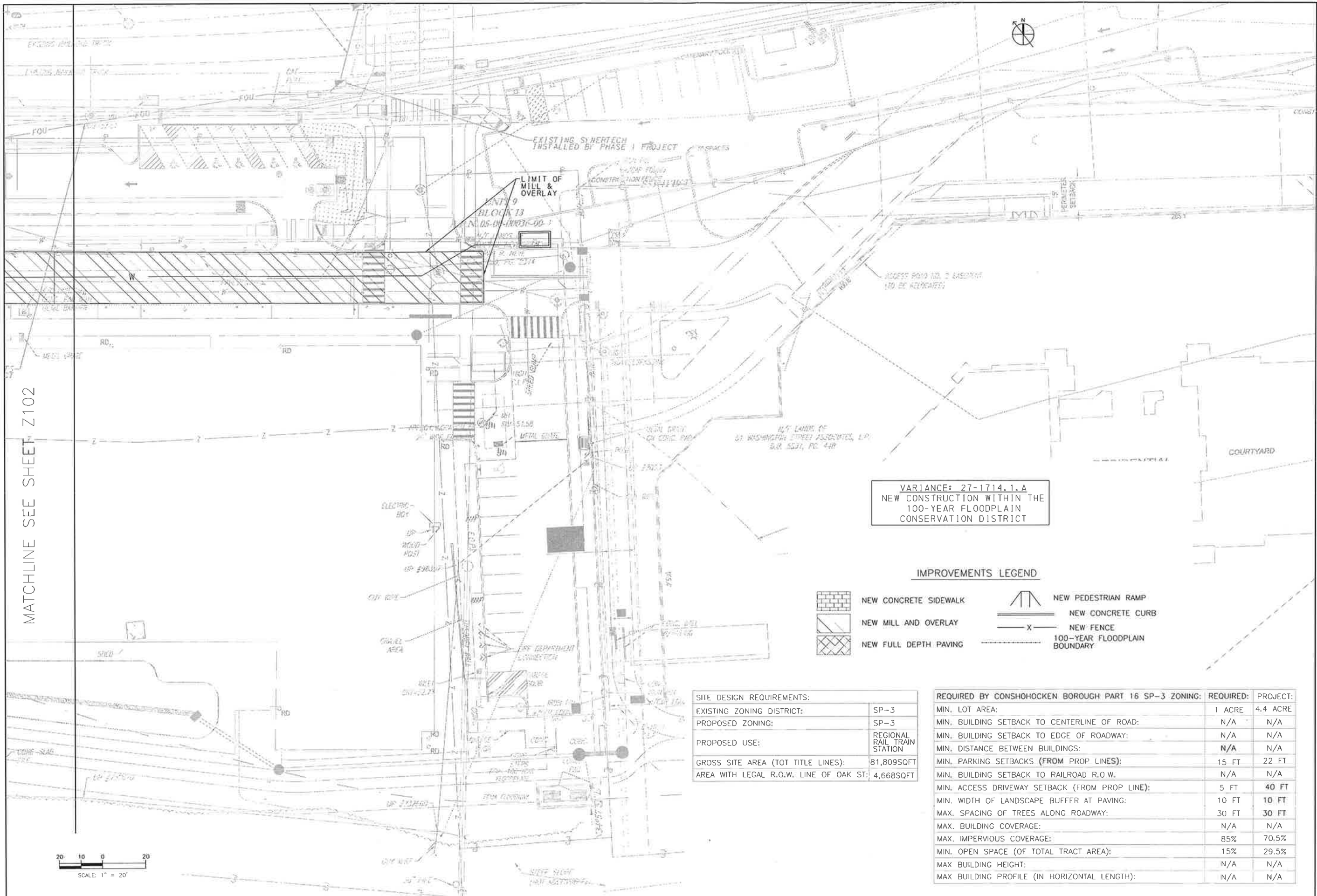
FHLA LIMIT OF FLOODWAY LINE

MATCHLINE SEE SHEET Z102

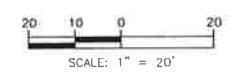
REV	DATE	DESCRIPTION	BY	CHKD	APPD

CONSHOHOCKEN RAILROAD STATION
 MANAYUNKI NORRISTOWN LINE
SURFACE PARKING LOT
 NEW CONSTRUCTION
 CIVIL
 ZONING PLAN

SCALE:	AS NOTED	SCALE FACTOR:	1:1
DATE:	6/7/2024	DESIGNED BY:	JAS
WORK ORDER NO.:	GEC21D-24	CHECKED BY:	
DRAWING NUMBER:	Z103		
DES. NO.:	2003	OF	2003
SHEET NO.:	3	OF	3
COMPLETION NO.:		REV. NO.:	0



MATCHLINE SEE SHEET Z102





BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE OCTOBER 21, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-23

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 21, 2024 at 6:30 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: Jacqueline McCarron and Matthew Flannery
325 East 10th Avenue
Conshohocken, PA 19428

PREMISES INVOLVED: 325 East 10th Avenue
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Jacqueline McCarron and Matthew Flannery
325 East 10th Avenue, Conshohocken, PA 19428

The Petitioner is seeking a Variance from Sections §27-1005.E and F to permit the construction of a roof addition above a modified deck to extend 3.5 feet into the required side yard setback whereas a 5 feet setback is required, and to permit a building coverage of 41% with the roof addition whereas the maximum building coverage shall not exceed 35% within the BR-1 zoning district.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: October 16, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 325 East Tenth Avenue - Zoning Determination

History of the Site:

325 East Tenth Avenue is comprised of an existing single-family semi-detached (twin) residential dwelling that was constructed in 1920. The existing dwelling is a two and a half (2½)-story, 825.5 SF stucco building. The property shares a party wall along the eastern property line with 327 East Tenth Avenue. In addition, there is an existing 132.7 SF shed, a wood patio, and an off-street gravel parking area located to the rear of the property.

The 3,150 SF property is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by East Tenth Avenue to the north; an approximately twenty (20') feet wide unnamed alley located to the rear and south; and residential properties in all other directions.

Current Request:

The Applicant is proposing to demolish the existing 49.6 SF covered porch located to the rear of the dwelling; to modify the side and rear portions of the existing deck by extending the deck towards the rear of the property and to construct new rear deck stairs and a new 395.4 SF roof over the proposed 15'-3" wide x 26'-11" long (410.5 SF) modified deck. The Applicant is proposing the new roof to be setback at three (3) feet from the western side property line and side deck stairs setback at 2.5 feet in the western side yard.

The Applicant is seeking a variance from Sections §27-1005.E and F to permit the construction of a roof addition above a modified deck to extend three (3) feet into the required side yard setback whereas a five (5) feet setback is required, and to permit a building coverage of 41% with the roof addition whereas the maximum building coverage shall not exceed 35% within the BR-1 zoning district.

Zoning Determination:

In accordance with Section §27-1005.E, the minimum side yard setback for semi-detached dwellings shall have a five (5)-foot side yard setback for the side not sharing a common wall. The Applicant is proposing to construct the new roof addition at three (3) feet setback from the western property line which will encroach into the required side yard setback by two (2) feet. The Applicant will be required to seek a variance from Section §27-1005.E to permit the proposed roof addition to be setback at three (3) feet from

the western side yard setback whereas a five (5) feet side yard setback is required for the side not sharing a common wall.

The current building coverage on the site is approximately 958.2 SF (or approximately 30%). With the proposed 395.4 SF roof addition and existing 49.6 SF rear porch removal, the total proposed building coverage on the site will increase to approximately 1,304 SF (or approximately 41%). In accordance with Section §27-1005.F, the maximum building coverage shall not exceed 35% of the lot area. Since the proposed roof addition will increase the building coverage on the site from approximately 30% to 41%, the Applicant will be required to seek a variance from §27-1005.F to allow the 6% exceedance on the maximum 35% building coverage permitted within the BR-1 zoning.

The current impervious coverage on the site is approximately 1,605.6 SF (or approximately 51%). With the proposed site improvements, the total impervious coverage on the site will increase to approximately 1,731.3 SF (or approximately 55%), which is in compliance with the required 60% maximum impervious coverage of the BR-1 zoning district, including the approximately 314 SF off-street gravel parking area allowance located to the rear of the property.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: 2-2024-23
Date Submitted: 9/13/24
Date Received: 9/13/24

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:

Chapter 27 part 10 27-1005 paragraph E, side yard, and 27-1005 paragraph F, building coverage

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

325 E. 10th Ave., Conshohocken, PA 19428

4. Applicant's Name: Jackie and Matt Flannery

Address: 325 E. 10th Ave., Conshohocken, PA 19428

Phone Number (daytime): (267) 638-8911

E-mail Address: jackiemccarron4@gmail.com

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

6. Property Owner: Jackie and Matt Flannery

Address: 325 E. 10th Ave., Conshohocken, PA 19428

Phone Number: (267) 638-8911

E-mail Address: jackiemccarron4@gmail.com

7. Lot Dimensions: 22.5' x 140' 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.

Present use is single family attached. Existing improvements include:
2 story dwelling with open front porch, 44'-5"x16'-6"
one story bump out at rear of dwelling 5'-11"x6'-9 1/2" with open porch, 5'-11"x9'-0"
deck, 15'-9"x15'-9"
wood patio, 12'-1"x12'-1", shed, 8'-2"x16'-3".

10. Please describe the proposed use of the property.

Single family attached

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

The side of the existing 15'-9"x15'-9" deck is 2'-6" from the side yard setback on the side not sharing a common wall.
Proposed improvements include reduction of the width of the deck by 6" to create a 3'-0" side yard setback, increase the length of the deck by 5'-7", demolish the existing 5'-11"x9'-0" open porch at the rear of the structure and construct a roof over the new 15'-3"x26'-11" deck, and construct a new set of stairs leading into the back yard.

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

A covered area is needed to provide relief from the sun in the back yard. The back yard faces southwest and is very sunny and hot during the summer, making the existing deck unpleasant. The existing deck is used to host large family gatherings. In the future, part or all of the deck may be enclosed to create a sunroom.

Relief is being sought for the side yard setback because the existing lot is 2.5' narrower than the 25' width required by code, and a distance of 3'-0" from the side lot will allow for the future enclosure of the covered deck with windows on each side.

The additional length of the deck is required to provide enough table seating for family gatherings. Additional family living space is required for the growing family.

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

a. The unique characteristics of the property: The property width is 22.5', pre-existing, non-conforming condition, orientation of the back yard to the sun, location of basement entrance/access to yard

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

The reduced width of the property and maximum 35% building coverage restricts the amount of covered living space because unenclosed porches are considered to be building coverage vs. impervious coverage.

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

The view of the house from the street will not be altered. Other houses on the block have created covered or enclosed living spaces that are similar in massing and size to what is proposed.

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

The size of the covered deck will provide needed space for large family gatherings and daily family activities, including covered outdoor play space that will protect children from the sun.

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

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

N/A

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

N/A

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

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

N/A

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

N/A

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

N/A

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

a. Attorney's Name: ^{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.

Jacqueline Flannery
Applicant

Martha Flannery
Legal Owner

9/11/24
Date

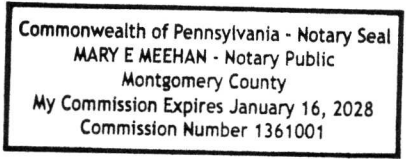
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 11th day of September, 2024

Mary E. Meehan
Notary Public

(Seal)





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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

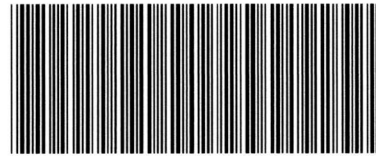
DATE OF ORDER: _____



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

DEED BK 6099 PG 00910 to 00914
INSTRUMENT # : 2018048836
RECORDED DATE: 07/23/2018 09:06:08 AM



3884609-0020X

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE


Page 1 of 5

Document Type: Deed	Transaction #: 4049434 - 2 Doc(s)
Document Date: 07/20/2018	Document Page Count: 4
Reference Info:	Operator Id: dkrasley
RETURN TO: (Simplifile) Sage Premier 1974 Sproul Road, Suite 402 Broomall, PA 19008 (610) 356-9600	PAID BY: SAGE PREMIER

*** PROPERTY DATA:**

Parcel ID #:	05-00-10384-00-6
Address:	325 E TENTH AVE
	CONSHOHOCKEN PA 19428
Municipality:	Conshohocken Borough (100%)
School District:	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$335,000.00	DEED BK 6099 PG 00910 to 00914
TAXABLE AMOUNT: \$335,000.00	Recorded Date: 07/23/2018 09:06:08 AM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed \$86.75	
State RTT \$3,350.00	
Conshohocken Borough RTT \$1,675.00	
Colonial School District RTT \$1,675.00	
Total: \$6,786.75	
	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

Digitally signed 06/12/2024 by montgomery.county.rod@govos.com

Certified and Digitally Signed

Validation may require Adobe 'Windows Integration'

eCertified copy of recorded # 2018048836 (page 1 of 5)
Montgomery County Recorder of Deeds



Fee Simple Deed

Prepared By:

Sage Premier Settlements
860 Penllyn Blue Bell Pike
Blue Bell, PA 19422
215-654-5909

1/2

Return To:

Sage Premier Settlements
860 Penllyn Blue Bell Pike
Blue Bell, PA 19422
215-654-5909

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-10384-00-6 CONSHOHOCKEN BOROUGH
325 E TENTH AVE
RIST DANIEL & DEMPSEY MICHELE B \$15.00
B 051 L U 008 1101 07/23/2018 JW

Parcel Number: 05-00-10384-00-6
File No: 235376LAFS

(Space above this line for Recorder of Deed Use Only)

This Deed Indenture

Made this 20 day of July, 2018

Between

Daniel Rist and Michele B. Dempsey (hereinafter called the Grantors)

And

Matthew Flannery and Jacqueline McCarron (hereinafter called the Grantees), *as tenants in common*

Witnesseth That the said Grantors for and in consideration of the sum of Three Hundred Thirty Five Thousand and 00/100 Dollars (\$335,000.00) lawful money of the United States of America, unto Grantors well and truly paid by the said Grantees and at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees and Grantee's heirs, successors and/or assigns _____

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania and bounded and desried as follows, to viz:

BEGINNING at a point on the Southwesterly side of Tenth Avenue at the distance of 222-1/2 feet Northwesterly from the Northwesterly side of Jones Street; thence extending along side of said Tenth Avenue Northwesterly 22-1/2 feet to a point; thence extending Southwesterly of that width in length of depth between parallel lines at right angles to said Tenth Avenue, the Southeast line passing through the middle of a partition wall separating the house on this from the house on the adjoining Lot 140 feet to the Northeast side of a certain alley.

Being the same premises which Tom W. Ortlieb and Carolyn D. Ortlieb, his wife, by Deed dated 3/31/2010 and recorded 4/6/2010 in Montgomery County in Deed Book 5763 Page 471 conveyed unto Daniel Rist and Michele B. Dempsey, in fee.



The improvements thereon being known as 325 E. 10th Avenue

Parcel ID#: 05-00-10384-00-6

Subject to all existing rights of way, conditions, easements, restrictions, rights, agreements, notes and other matters of record to the extent valid and enforceable and still applicable to the above-described premises.

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

To have and to hold the said premises above described with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee as _____

And the said Grantors do hereby covenant to and with the said Grantees, that they, the said Grantors, their Personal Representatives, heirs and/or assigns, shall and will warranty and forever defend the hereinabove described premises, with the hereditaments and appurtenances, unto the said Grantees, their Personal Representatives, heirs and/or assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under it, them or any of them.



In Witness Whereof, the said Grantors has caused these presents to be duly executed dated the day and year first above written.

WITNESS:

Daniel Rist
Daniel Rist

Michele B. Dempsey
Michele B. Dempsey

STATE OF PA

COUNTY OF Montgomery :SS

ON this, the 20 day of July, 2018, before me, a Notary Public, the undersigned Officer, personally appeared Daniel Rist and Michele B. Dempsey. Known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that executed the same for the purposes therein contained.

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

Charlene M. Ostroski
Notary Public

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 CHARLENE M. OSTROSKI, Notary Public
 Whitpain Township, Montgomery County
 My Commission Expires October 10, 2018



AFTER RECORDING, PLEASE RETURN TO:

Sage Premier Settlements
860 Penllyn Blue Bell Pike
Blue Bell, PA 19422
215-654-5909
FILE NO: 235376LAFS

Grantors:
Daniel Rist, Michele B. Dempsey

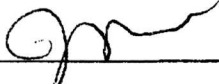
TO

Grantees:
Matthew Flannery, Jacqueline McCarron

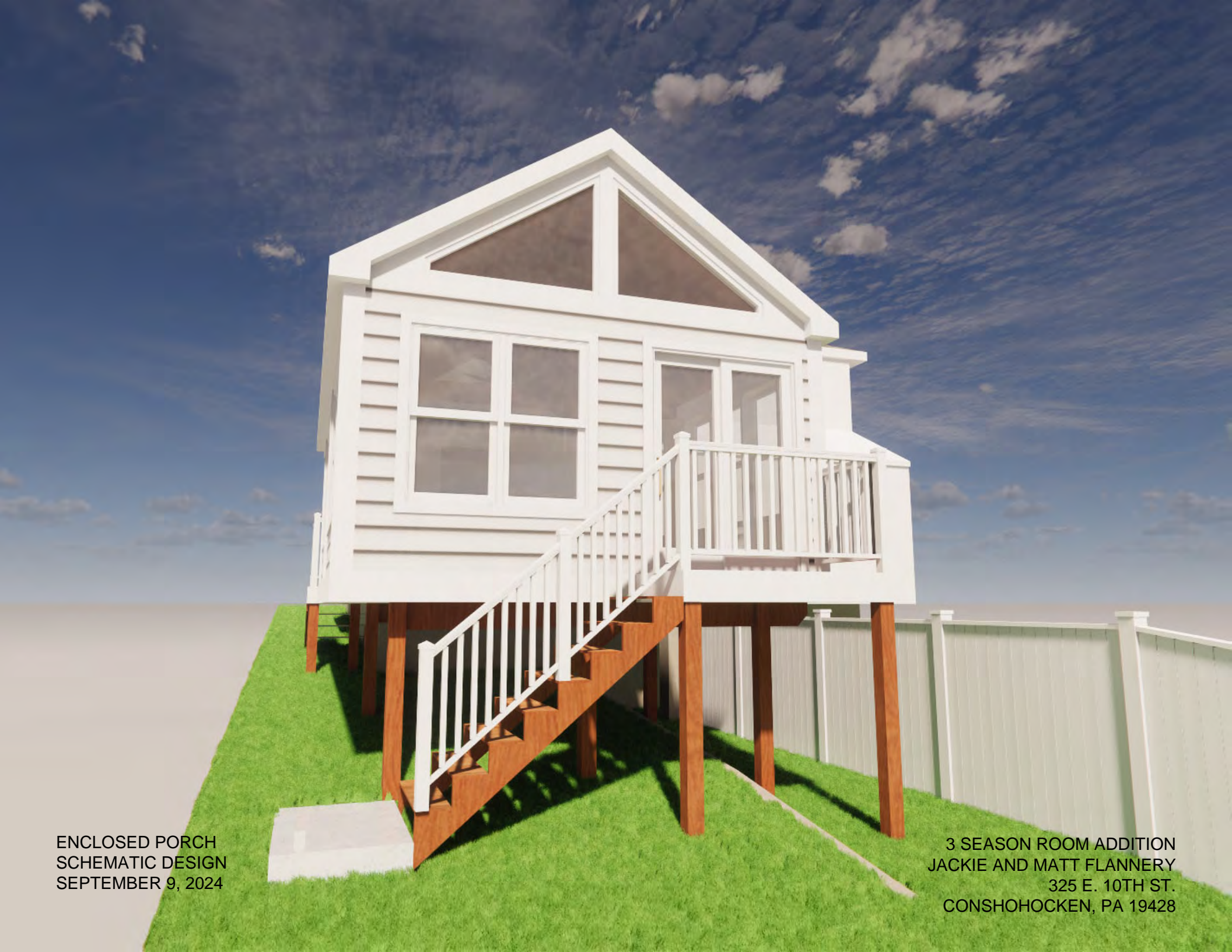
FOLIO/PARCEL:
05-00-10384-00-6

PREMISES:
325 E. 10th Avenue
Conshohocken, PA 19428
Montgomery County

I HEREBY CERTIFY THAT THE ADDRESS OF THE GRANTEE IS:
325 E. 10th Avenue
Conshohocken, PA 19428
Montgomery County

Certified by  _____





ENCLOSED PORCH
SCHEMATIC DESIGN
SEPTEMBER 9, 2024

3 SEASON ROOM ADDITION
JACKIE AND MATT FLANNERY
325 E. 10TH ST.
CONSHOHOCKEN, PA 19428



ENCLOSED PORCH
SCHEMATIC DESIGN
SEPTEMBER 9, 2024

3 SEASON ROOM ADDITION
JACKIE AND MATT FLANNERY
325 E. 10TH ST.
CONSHOHOCKEN, PA 19428



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ENCLOSED PORCH
SCHEMATIC DESIGN
SEPTEMBER 9, 2024

3 SEASON ROOM ADDITION
JACKIE AND MATT FLANNERY
325 E. 10TH ST.
CONSHOHOCKEN, PA 19428



EXISTING VIEW FROM ALLEY



EXISTING VIEW FROM YARD

Sean and Kristen Bauer
327 E 10th Avenue
Conshohocken, PA 19428

Zoning Hearing Board
400 Fayette Street
Conshohocken, PA 19428

Dear Members of the Zoning Board,

We are writing to express our enthusiastic support for Jacqueline and Matthew Flannery of 325 E 10th Street in their request to add a roof structure over their deck.

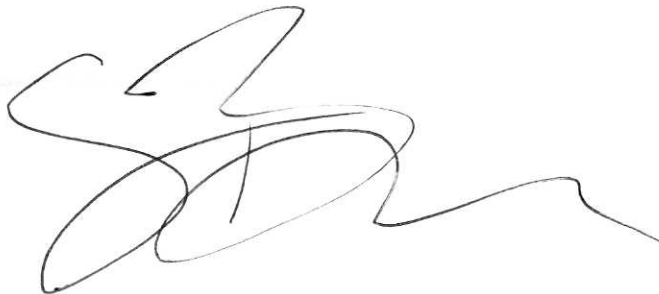
This addition will greatly enhance their outdoor living space, accommodating their wish to grow their family within our borough. Having known Jacqueline and Matthew for the past six years, we can attest to their dedication to maintaining their property in alignment with our community's values. The new roof will not only improve their home's functionality but also complement the neighborhood's aesthetic beautifully.

The proposed project will benefit both the Flannery family and the community, without negatively impacting nearby properties. Jacqueline and Matthew have shown great consideration in their plans, ensuring that they adhere to local standards.

We kindly urge the Zoning Board to approve their request. Thank you for your consideration.

Sincerely,

Sean and Kristen Bauer

A handwritten signature in black ink, appearing to be a stylized representation of the names Sean and Kristen Bauer. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael Sroka
327 E 10th Avenue
Conshohocken, PA 19428

Zoning Hearing Board
400 Fayette Street
Conshohocken, PA 19428

Dear Members of the Zoning Board,

I am writing to support Jacqueline and Matthew Flannery of 325 E 10th Street in their request for approval to add a roof structure over their deck.

Their new roof will expand their living space, providing room for their growing family within the borough. Knowing Jacqueline and Matthew, I can attest to their commitment to maintaining their property in a way that aligns with our community's values. The proposed roof will not only enhance their outdoor space but also complement the neighborhood's aesthetic beautifully.

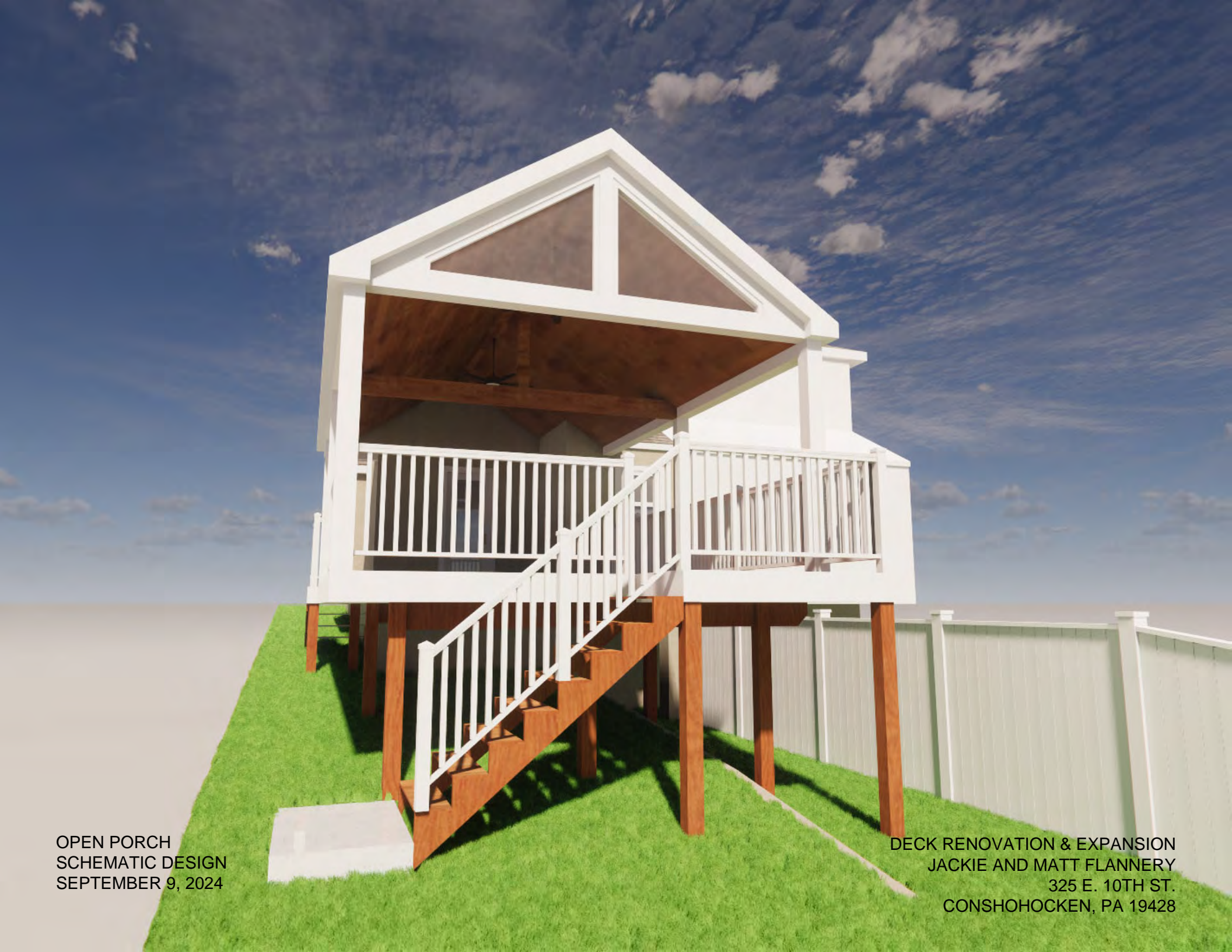
The addition will benefit both the homeowners and the community without negatively affecting nearby properties. Jacqueline and Matthew have shown consideration and thoughtfulness in their plans, ensuring they align with local standards.

I urge the Zoning Board to approve their request. Thank you for your consideration.

Sincerely,

Michael Sroka

A handwritten signature in black ink, appearing to read 'Michael Sroka', with a long horizontal line extending to the right.



OPEN PORCH
SCHEMATIC DESIGN
SEPTEMBER 9, 2024

DECK RENOVATION & EXPANSION
JACKIE AND MATT FLANNERY
325 E. 10TH ST.
CONSHOHOCKEN, PA 19428



OPEN PORCH
SCHEMATIC DESIGN
SEPTEMBER 9, 2024

DECK RENOVATION & EXPANSION
JACKIE AND MATT FLANNERY
325 E. 10TH ST.
CONSHOHOCKEN, PA 19428



OPEN PORCH
SCHEMATIC DESIGN
SEPTEMBER 9, 2024

DECK RENOVATION & EXPANSION
JACKIE AND MATT FLANNERY
325 E. 10TH ST.
CONSHOHOCKEN, PA 19428



OPEN PORCH
SCHEMATIC DESIGN
SEPTEMBER 9, 2024

DECK RENOVATION & EXPANSION
JACKIE AND MATT FLANNERY
325 E. 10TH ST.
CONSHOHOCKEN, PA 19428

AREA AND BULK CALCULATIONS

ITEM	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	2,800 S.F.	3150 S.F.	NO CHANGE
MINIMUM LOT WIDTH	25 FT.	22.5 FT.	NO CHANGE
MINIMUM FRONT YARD SETBACK	25 FT.	9.5 FT.	NO CHANGE
MINIMUM SIDE YARD SETBACK	5 FT.	6 FT.	3 FT.
MINIMUM REAR YARD SETBACK	25 FT.	80.25 FT.	59.17 FT.
MAXIMUM BUILDING COVERAGE	35 %	30.4%	41.4%
MAXIMUM IMPERVIOUS COVERAGE	60 %	51.0%	55.0%
MAXIMUM HEIGHT	35 FT	N/A	NO CHANGE

EXISTING BUILDING COVERAGE CALCULATIONS

EXISTING DWELLING	825.5 S.F.
EXISTING SHED	132.7 S.F.
TOTAL EXISTING BUILDING AREA:	958.2 S.F.

PROPOSED BUILDING CALCULATIONS

EXISTING BUILDINGS	958.2 S.F.
PROPOSED COVERED DECK	395.4 S.F.
EXIST. COVERED PORCH TO BE REMOVED	-49.6 S.F.
TOTAL PROPOSED BUILDING AREA:	1304 S.F.

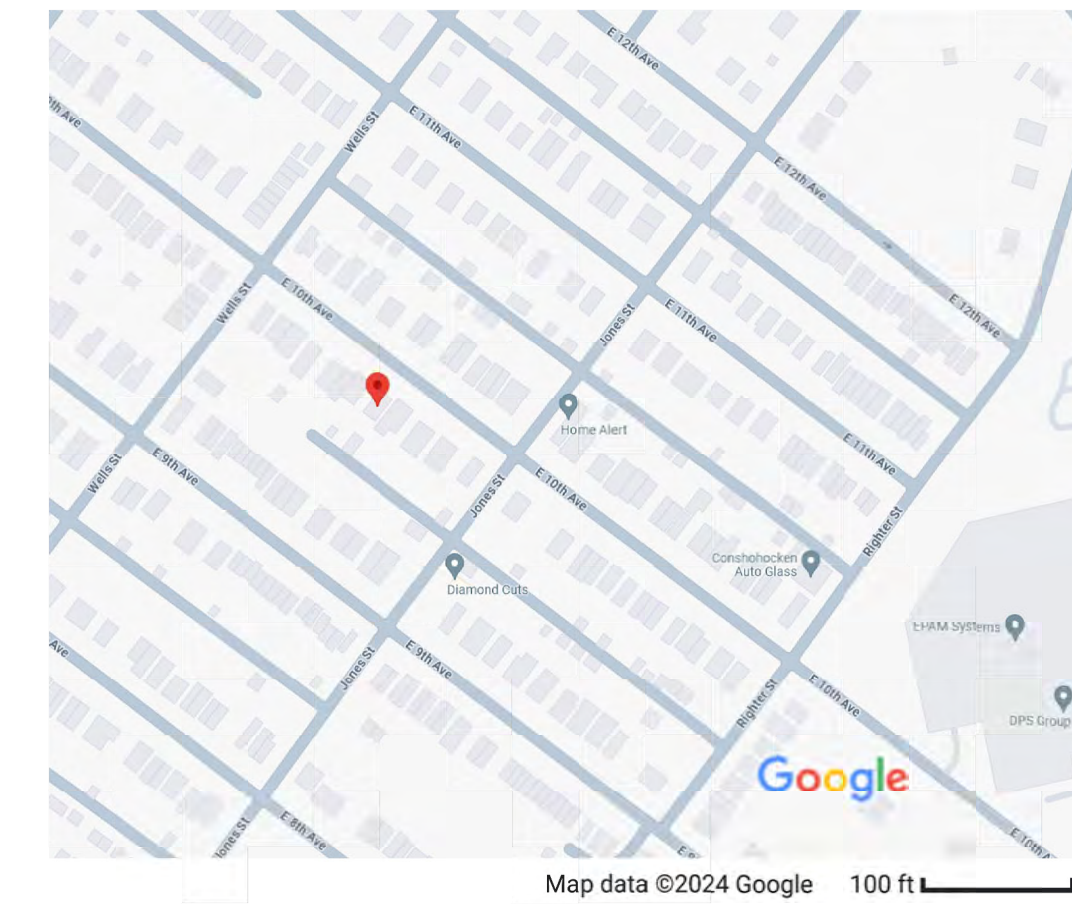
EXISTING IMPERVIOUS COVERAGE CALCULATIONS

EXISTING BUILDINGS	958.2 S.F.
EXISTING WALK & STEPS	213.7 S.F.
EXISTING WOOD PATIO	147 S.F.
EXISTING OPEN DECK	286.7 S.F.
TOTAL EXISTING IMPERVIOUS COVERAGE AREA:	1605.6 S.F.

PROPOSED IMPERVIOUS COVERAGE CALCULATIONS

TOTAL EXISTING IMPERVIOUS:	1605.6 S.F.
SUBTRACT EXISTING OPEN DECK TO BE COVERED	-259 S.F.
SUBTRACT EXISTING OPEN DECK TO BE REMOVED	-10.7 S.F.
PROPOSED COVERED DECK	395.4 S.F.
TOTAL PROPOSED IMPERVIOUS COVERAGE AREA:	1731.3 S.F.

LOCATION (N.T.S.)



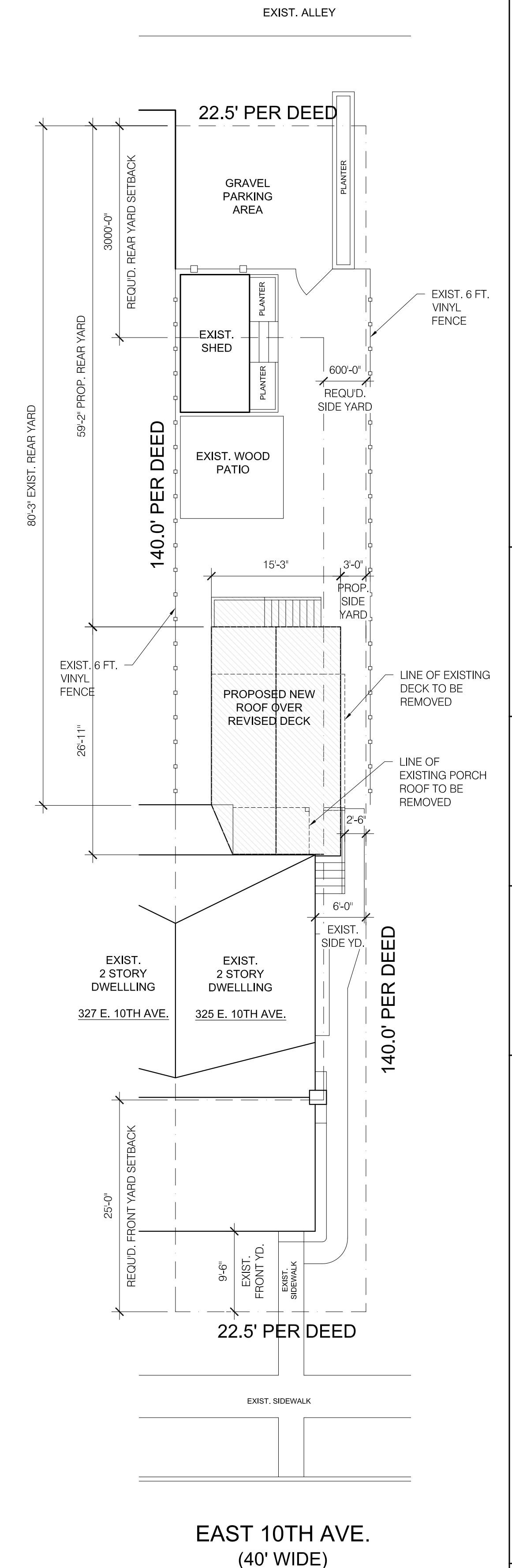
ZONING NOTES

OWNER: MATTHEW FLANNERY & JACQUELINE MCCARRON
325 E. TENTH AVE.
CONSHOHOCKEN PA 19428

TAX MAP ID: 05051 008
PARID: 05-00-10384-00-6

ZONING CODE INFORMATION:

ZONING DISTRICT: BR-1



PROJECT:

DECK REVISION & NEW ROOF

325 E. 10TH AVE.
CONSHOHOCKEN, PA 19428

CLIENT:

JACKI AND MATT FLANNERY
325 E. 10TH AVE.
CONSHOHOCKEN, PA 19428
(267) 638-8911

PHASE:

ZONING VARIANCE REVIEW

DWG. TITLE:

ZONING INFORMATION AND SITE PLAN

DRAWN BY: ERH

ISSUE DATE:

SEPTEMBER 9, 2024

REV. 1:

REV. 2:



REV. 3:

DWG. NO.:

East 10th Street Block

Showing rear covered decks and sunrooms on other properties in the same block

Legend

-  325 E 10th Ave
-  Diamond Cuts

Wells St

E 10th Ave

Jones St

325 E 10th Ave

Google Earth

Image Landsat / Copernicus

E 9th Ave

200 ft 9th Ave

Jones St





BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE OCTOBER 21, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-24

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 21, 2024 at 6:30 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 Bissell
226 Maple Street
Conshohocken, PA 19428

PREMISES INVOLVED: 226 Maple Street
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: David Bissell
226 Maple Street, Conshohocken, PA 19428

The Petitioner is seeking a Variance from Sections §27-809.1, Table A.1.a.ii to permit a six (6) feet high fence located between the front wall of the principal structure and the legal right-of-way, whereas no fence is permitted.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: October 16, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 226 Maple Street - Zoning Determination

History of the Site:

226 Maple Street is comprised of an existing single-family semi-detached (twin) residential dwelling that was constructed in 2006. The existing dwelling is a three and a half (3½)-story, 968 SF stucco building with an attached garage located on the ground floor to the rear of the dwelling. The front entrance facing Maple Street is at a higher elevation than the rear of the property. The property shares a party wall along the southern property line with 224 Maple Street. There is an existing approximately 4 ft high wrought iron fence located in the front yard of the property that extends to the adjacent property at 228 Maple Street.

The 3,657 SF property is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by Maple Street to the east; and residential properties in all other directions. Access to the rear of the site is by way of a shared private driveway off of an approximately 20' wide unnamed alley to the south of 222 Maple Street.

Current Request:

The Applicant is proposing to remove and replace the existing four (4) ft high wrought iron fence with a new six (6) ft high white vinyl fence starting at the edge of the existing open front porch on the property and extending across to the edge of the existing walkway leading to the front entrance of 228 Maple Street. The Applicant is seeking a variance from Section §27-809.1, Table A.1.a.ii to permit the replacement of the existing nonconforming four (4) ft high wrought iron fence to a new six (6) ft high white vinyl fence located in the front yard area between the front wall of the dwelling and the legal right-of-way of Maple Street in which the wall is oriented.

Zoning Determination:

In accordance with Section §27-809.1, Table A.1.a.ii of the Zoning Ordinance, the maximum height for fences on improved lots for the yard area between the front wall of a principal structure and the legal right-of-way of the street toward which the wall is oriented within the BR-1 zoning district is none permitted. Since there is an existing four (4) ft high wrought iron fence located within the front yard area, the existing wrought iron fence is considered existing nonconforming. Pursuant to Section §27-703.A, the nonconforming status of the existing wrought iron fence shall be permitted to continue and be use until

it complies with the requirements of this Chapter. However, since the Applicant is proposing to remove the existing wrought iron fence and change it to a more nonconforming six (6) ft high fence in the front yard area of the property, the Applicant is required to seek a variance from Section §27-809.1, Table A.1.a.ii to permit a six (6) ft high fence to be located within the front yard area between the front wall of the dwelling and the legal right-of-way of Maple Street in which the wall is oriented, and to extend the fence to adjoin with the adjoining property located at 228 Maple Street, whereas no fence is permitted within the front yard area.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

RECEIVED

Zoning Application

Application:	<u>Z-2024-24</u>
Date Submitted:	<u>9/20/24</u>
Date Received:	<u>9/20/24</u>

1. Application is hereby made for:

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

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

27-809, Table A.1.a

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

226 Maple St.

4. Applicant's Name: David Bissell

Address: 226 Maple St.

Phone Number (daytime): 610-585-6644

E-mail Address: David.Bissell76@gmail.com

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

6. Property Owner: David Bissell

Address: 226 Maple St.

Phone Number: 610-585-6644

E-mail Address: David.Bissell76@gmail.com

7. Lot Dimensions: ~ 40ft x 90ft Zoning District: Ward 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 property is currently an end unit townhouse, being used as a family residence.

10. Please describe the proposed use of the property.

No change in the use of property. It will still be a family residence.

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

Remove 4 ft^{high} wrought iron fence that is on the side of the property and front facing Maple St. Replace with 6 ft^{high} white vinyl fence starting at Ratio of 226 Maple and running across^{24ft} to the edge of 228 Maple where it will turn into as a 4 ft fence.

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

1) There is a significant safety hazard. The wrought iron fence has pointy ~~posts~~ that could hurt someone. Also, the fence is in front of a retaining wall with a 4 1/2 ft drop. A child or adult could really get hurt if they fall over the fence.

2) Everyone walking down Maple St can see directly down into the yard, which means ~~the~~ families have no privacy in the yard.

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

a. The unique characteristics of the property: Elevated sidewalk above yard, allowing the public to see directly into the yard.

b. How the Zoning Ordinance unreasonably restricts development of the property: ~~The~~ zoning does not allow a 6ft privacy fence on the front of the property.

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

The 6ft white vinyl fencing is very common in the 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.

I can't think of any other way to prevent serious injury & provide privacy.

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

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

N/A

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

N/A

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

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

N/A

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

N/A

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

N/A

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

a. Attorney's Name: _____

b. Address: _____

c. Phone Number: _____

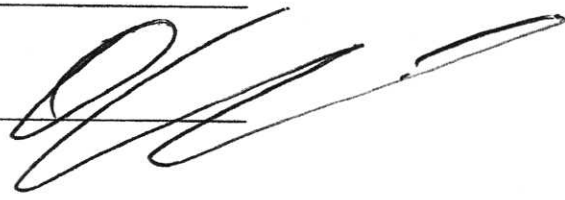
d. E-mail Address: _____

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

David Bissell
Applicant

David Bissell
Legal Owner


9/11/24
Date



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 20 day of September, 2024. By David A. BISSSELL



Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Kimberly Zera, Notary Public
Montgomery County
My commission expires May 5, 2026
Commission number 1185103
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: _____



STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

PARTIES	
BUYER(S): <u>David Bissell, Roksana Filipowska</u> BUYER'S MAILING ADDRESS: 	SELLER(S): <u>West Elm Alley - 2 LLC</u> SELLER'S MAILING ADDRESS:

PROPERTY	
ADDRESS (including postal city) <u>226 Maple St</u>	
<u>Conshohocken</u>	<u>ZIP 19428</u>
in the municipality of <u>Conshohocken Boro</u> , County of <u>Montgomery</u> ,	
in the School District of <u>Colonial</u> , in the Commonwealth of Pennsylvania.	
Tax ID #(s): <u>05-00-06095-011</u> and/or	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input 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 checked="" type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input 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: DB RF

Seller Initials: DB B

1 **1. By this Agreement, dated June 8, 2024**

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

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

4 (A) Purchase Price \$ 600,000.00

5 **(Six Hundred Thousand**

U.S. Dollars), to be paid by Buyer 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 _____ 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 per-**
14 **sonal check.**

15 (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____),

16 _____),
17 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termi-
18 nation 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. SELLER ASSIST (If Applicable) (1-10)**

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

24 **4. SETTLEMENT AND POSSESSION (1-23)**

25 (A) Settlement Date is June 28, 2024, or before if Buyer and Seller agree.

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

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

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

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

35 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December
36 31. School tax bills for all other school districts are for the period from July 1 to June 30.

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

38
39 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

40
41 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
42 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
43 is subject to a lease.

44 (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
45 by deed, existing keys and assignment of existing leases and short-term rental agreements for the Property, together with security
46 deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases or short-term rental agree-
47 ments, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer
48 will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(s) at
49 the execution of this Agreement, unless otherwise stated in this Agreement.

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

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

52 (A) Written acceptance of all parties will be on or before: June 9, 2024

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

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

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

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

64 Buyer Initials: DB RF

Seller Initials: DB RF
226 Maple St

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

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

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

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

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

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

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

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

91 8. **BUYER FINANCING (8-22)**

92 (A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of **any** contingency elected in this
93 Agreement, if Buyer chooses to obtain mortgage financing, the following apply:

94 1. **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial
95 and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment
96 for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated below, or otherwise causes the lender to
97 reject, or refuse to approve or issue, a mortgage loan.

98 2. Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage
99 application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage
100 lender(s) identified in Paragraph 8(F), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for
101 Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage
102 loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the
103 mortgage loan application.

104 3. Seller will provide access to insurers' representatives and, as may be required by the mortgage lender(s), to surveyors, municipal
105 officials, appraisers, and inspectors.

106 4. If the mortgage lender(s) gives Buyer the right to lock in interest rate(s) at or below the maximum levels desired, Buyer will
107 do so at least 15 DAYS before Settlement Date.

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

113 **FHA/VA, IF APPLICABLE**

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

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

127 Buyer Initials: DB RF

Seller Initials: DB RF

(D) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment**

- Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F)) and Buyer's acceptance of additional required repairs as required by the lender.

(E) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

(F) **Mortgage Contingency**

- WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage 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 mortgage financing for the Property.
- ELECTED.** This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than _____ (Commitment Date).

First Mortgage on the Property

Loan Amount \$ _____
 Minimum Term _____ years
 Type of mortgage _____
 For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
 Mortgage lender _____

Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender**, not to exceed a maximum interest rate of _____ %.

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

Second Mortgage on the Property

Loan Amount \$ _____
 Minimum Term _____ years
 Type of mortgage _____
 For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
 Mortgage lender _____

Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender**, not to exceed a maximum interest rate of _____ %.

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

1. The interest rate(s) and fee(s) provisions in Paragraph 8(F) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
2. Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:
 - a. Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) by the Commitment Date,
 - b. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) does not satisfy the loan terms outlined in Paragraph 8(F), OR
 - c. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
3. Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result in the forfeiture of deposit monies to Seller.
4. If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
5. If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
 - a. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

Buyer Initials: DB RF

Seller Initials: DB RF

- 192 b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will,
- 193 within 5 DAYS, notify Seller of Buyer's choice to:
- 194 1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
- 195 will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as
- 196 the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreason-
- 197 able), OR
- 198 2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 199 of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated above or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

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

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

209 10. SELLER REPRESENTATIONS (1-20)

210 (A) Status of Water

211 Seller represents that the Property is served by:

- 212 Public Water Community Water On-site Water None _____

213 (B) Status of Sewer

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

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

220 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

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

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

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

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

249 (C) Historic Preservation

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

252 (D) Land Use Restrictions

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

- 255 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
- 256 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)

257 Buyer Initials: DB RF

Seller Initials: DB RF

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- Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- Other _____

2. **Notices Regarding Land Use Restrictions**

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

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

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

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

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

(G) **Highway Occupancy Permit**

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

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

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

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

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

Buyer Initials: DB RE

Seller Initials: DS DS
DB RE

321 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (1-23)**

322 (A) **Rights and Responsibilities**

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

334 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as
335 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly
336 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same
337 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D)
338 for Notices Regarding Property and Environmental Inspections)

339 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any
340 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit
341 a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

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

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

DS DS
DB Waived RF

Wood Infestation

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

DS DS
DB Waived RF

Deeds, Restrictions and Zoning

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

DS DS
DB Waived RF

Water Service

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

DS DS
DB Waived RF

Radon

370 **Elected** Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection
371 Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02
372 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground
373 by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can
374 increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a
375 house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any
376 person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department
377 of Environmental Protection. Information about radon and about certified testing or mitigation firms is available
378 through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State
379 Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

DS DS
DB Waived RF

385 Buyer Initials: DB RF

Seller Initials: DB RF

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

DS DS
Waived
DB RF

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

DS DS
Waived
DB RF

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

DS DS
Waived
DB RF

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

DS DS
Waived
DB RF

Elected **Other**

Waived

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

(D) Notices Regarding Property & Environmental Inspections

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

13. INSPECTION CONTINGENCY (10-18)

- (A) The Contingency Period is ____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).
- (B) **Within the stated Contingency Period** and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):
 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR**
 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR

Buyer Initials: DB RF

Seller Initials: DB RF

451 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in**
 452 **their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by**
 453 **Buyer.**

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

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

460 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR

461 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-
 462 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

463 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
 464 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
 465 Negotiation Period ends.

466 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond during the Negotiation Period, within
 467 _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:

468 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
 469 Agreement, OR

470 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 471 of Paragraph 26 of this Agreement.

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

476 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
 477 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to,
 478 the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected
 479 completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within**
 480 **the stated time**, Buyer will notify Seller in writing of Buyer's choice to:

481 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

482 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 483 Paragraph 26 of this Agreement, OR

484 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by
 485 any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time
 486 required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the
 487 Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct
 488 the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all
 489 deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

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

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

493 (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company
 494 for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report
 495 to Seller.

496 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different
 497 from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance
 498 policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.**
 499 Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an
 500 owner's title insurance policy.

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

504 (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-
 505 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
 506 required by the mortgage lender will be obtained and paid for by Buyer.

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

511 (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or
 512 any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to,
 513 Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice
 514 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all
 515 liens and encumbrances against the Property.

516

Buyer Initials: DB RF

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Seller Initials: DB RF

517 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
 518 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned
 519 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition
 520 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit
 521 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for
 522 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those
 523 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

524 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
 525 about the status of those rights unless indicated elsewhere in this Agreement.

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

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

528 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
 529 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
 530 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
 531 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
 532 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
 533 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence
 534 by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
 535 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
 536 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

537 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:
 538

539 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
 540 **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**

541 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
 542 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
 543 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-
 544 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
 545 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
 546 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
 547 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
 548 the Act gives certain rights and protections to buyers.

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

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

- 553 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
 554 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- 555 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails**
 556 **within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS
 557 that Buyer will:

- 558 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
 559 Paragraph 28 of this Agreement, OR
- 560 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 561 Paragraph 26 of this Agreement.

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

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

- 569 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
 570 copy of the notice to Buyer and notify Buyer in writing that Seller will:
- 571 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/
 572 improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- 573 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
 574 notify Seller in writing within 5 DAYS that Buyer will:
- 575 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph
 576 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
- 577 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 578 of Paragraph 26 of this Agreement.

579 **If Buyer fails to respond** within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by writ-
 580 ten notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this _____ DS

581 Buyer Initials: DB RF

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Seller Initials: DB RF

582 Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the
 583 notice provided by the municipality.

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

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

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

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

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

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

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

603 (C) **THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A**
 604 **PLANNED COMMUNITY:**

605 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association
 606 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides
 607 that the association is required to provide these documents within 10 days of Seller's request.

608 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
 609 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
 610 association in the Certificate.

611 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents
 612 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon
 613 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of
 614 this Agreement.

615 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
 616 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
 617 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
 618 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
 619 (3) Appraisal fees and charges paid in advance to mortgage lender.

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

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

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

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

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

629 1. Repair or replace that part of the Property before settlement, OR

630 2. Provide prompt written notice to Buyer of Seller's decision to:

631 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
 632 if any, OR

633 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
 634 part of the Property.

635 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller**
 636 **fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
 637 whichever is earlier, that Buyer will:

638 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

639 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 640 Paragraph 26 of this Agreement.

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

643 (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
 644 replaced prior to settlement, Buyer will:

645

Buyer Initials:

ASR Page 11 of 14

Seller Initials:

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

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

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

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

656 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
 657 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 703 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
 704 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 705 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
 706 Broker how to distribute some or all of the deposit monies.
 707 3. According to the terms of a final order of court.
 708 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
 709 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

710

Buyer Initials: DB RF

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Seller Initials: DB Bew

- 711 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
712 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
713 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
714 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
715 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of
716 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
717 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
718 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
719 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
720 maintain their legal rights to pursue litigation even after a distribution is made.
- 721 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
722 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
723 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- 724 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 725 1. Fail to make any additional payments as specified in Paragraph 2, OR
 - 726 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
727 Buyer's legal or financial status, OR
 - 728 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 729 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 730 1. On account of purchase price, OR
 - 731 2. As monies to be applied to Seller's damages, OR
 - 732 3. As liquidated damages for such default.
- 733 (G) **SELLER IS LIMITED TO RETAINING THOSE SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS**
734 **LIQUIDATED DAMAGES.**
- 735 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
736 and Seller are released from further liability or obligation and this Agreement is VOID.
- 737 (I) Brokers and licensees are not responsible for unpaid deposits.

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

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

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

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

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

760 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
761 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
762 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
763 3658.

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

- 765 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
766 and Closing Disclosure(s) upon receipt.
- 767 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
768 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant**
769 **to Paragraph 16**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
770 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or
771 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if
772 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the
773 Seller, unless otherwise agreed to by the parties.

774

Buyer Initials:

ASR Page 13 of 14

Seller Initials:

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

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

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

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

- 780 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 781 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 782 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 783 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 784 Appraisal Contingency Addendum (PAR Form ACA)
- 785 Short Sale Addendum (PAR Form SHS)
- 786 _____
- 787 _____
- 788 _____

789 (B) **Additional Terms:**

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804

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

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

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

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

- 811 _____ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- 812 _____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
- 813 _____ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
- 814 before signing this Agreement.
- 815 _____ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
- 816 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

817 **BUYER** DocuSigned by: David Bissell **DATE** 6/9/2024

818 **BUYER** DocuSigned by: Roksana Filipowska **DATE** 6/9/2024

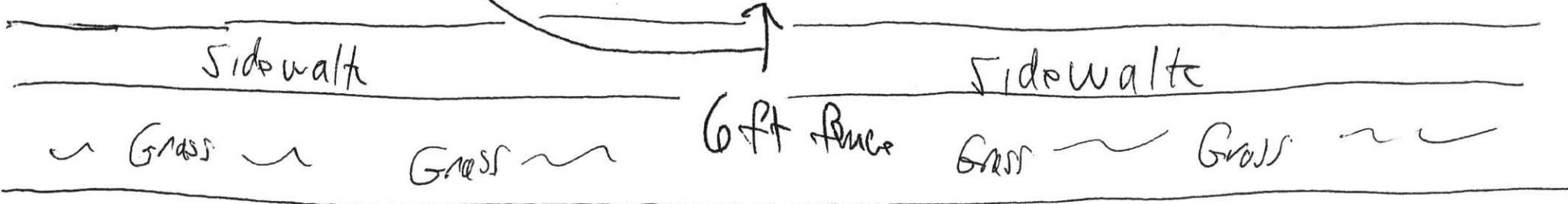
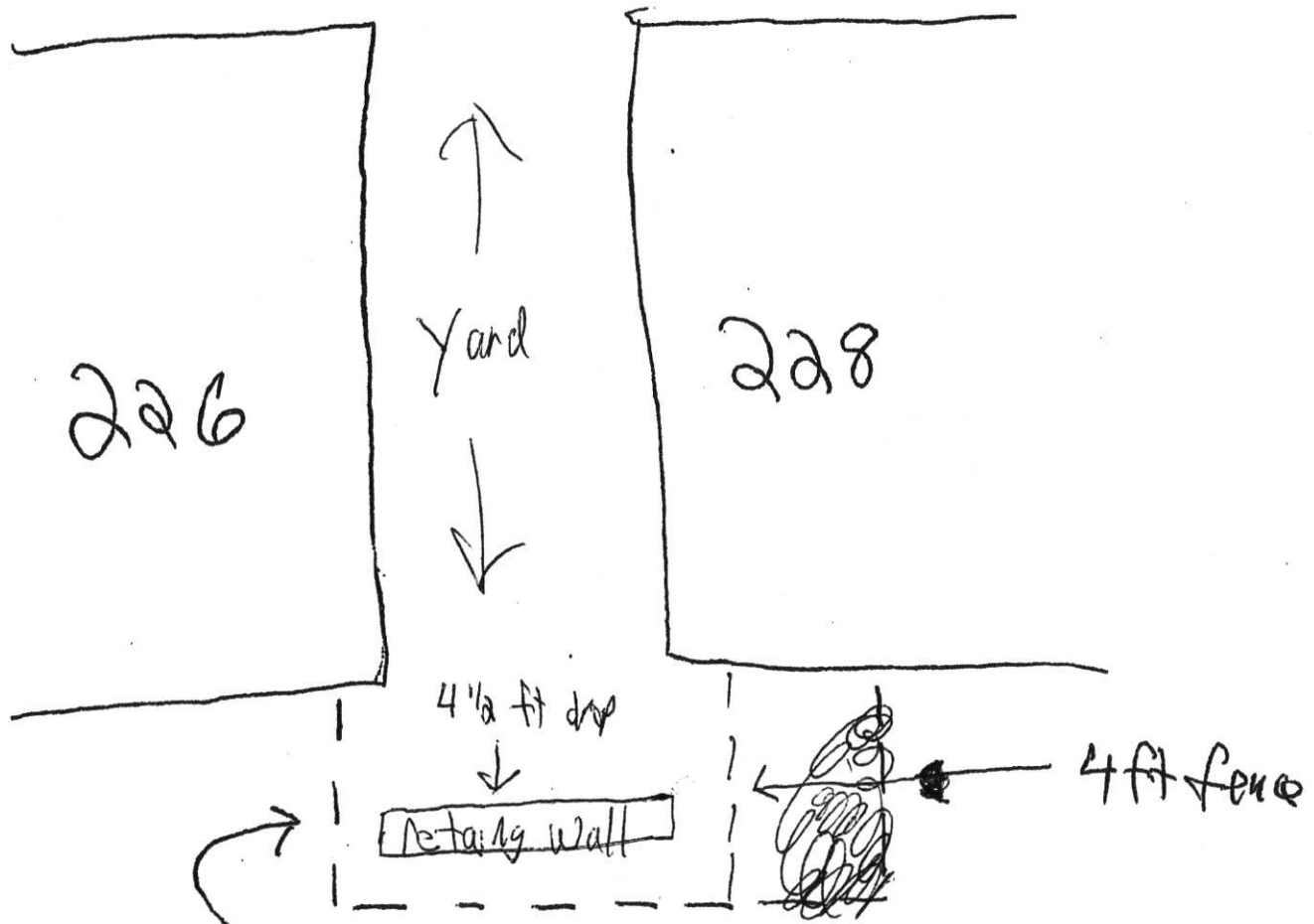
819 **BUYER** _____ **DATE** _____

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

822 **SELLER** DocuSigned by: David Bissell **DATE** 6/10/2024

823 **SELLER** DocuSigned by: Jim Wlodek **DATE** 6/10/2024

824 **SELLER** _____ **DATE** _____



Maple St



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE OCTOBER 21, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-25

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 21, 2024 at 6:30 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: Linda Halpern
228 Maple Street
Conshohocken, PA 19428

PREMISES INVOLVED: 228 Maple Street
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: Linda Halpern
420 East 10th Avenue, Conshohocken, PA 19428

The Petitioner is seeking a Variance from Sections §27-809.1, Table A.1.a.ii to permit a six (6) feet high fence located between the front wall of the principal structure and the legal right-of-way, whereas no fence is permitted.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: October 16, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 228 Maple Street - Zoning Determination

History of the Site:

228 Maple Street is comprised of an existing single-family attached (triplex) residential dwelling that was constructed in 1986. The existing dwelling is a three (3)-story, 1,012 SF stucco building with an attached garage located on the ground floor to the rear of the dwelling. The front entrance facing Maple Street is at a higher elevation than the rear of the property. There is an existing approximately 4 ft high wrought iron fence located in the front yard of the property that extends to the adjacent property at 226 Maple Street.

The 3,605 SF corner property is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by Maple Street to the east and West Third Avenue to the north; and residential properties in all other directions. Access to the rear of the site is by way of a shared private driveway off of an approximately 20' wide unnamed alley to the south of 222 Maple Street.

Current Request:

The Applicant is proposing to remove and replace the existing four (4) ft high wrought iron fence with a new six (6) ft high white vinyl fence starting at the edge of the existing walkway leading to the front entrance and extending the fence across to the edge of the existing open front porch of the adjoining property of 226 Maple Street. The Applicant is seeking a variance from Section §27-809.1, Table A.1.a.ii to permit the replacement of the existing nonconforming four (4) ft high wrought iron fence to a new six (6) ft high white vinyl fence located in the front yard area between the front wall of the dwelling and the legal right-of-way of Maple Street in which the wall is oriented.

Zoning Determination:

In accordance with Section §27-809.1, Table A.1.a.ii of the Zoning Ordinance, the maximum height for fences on improved lots for the yard area between the front wall of a principal structure and the legal right-of-way of the street toward which the wall is oriented within the BR-1 zoning district is none permitted. Since there is an existing four (4) ft high wrought iron fence located within the front yard area, the existing wrought iron fence is considered existing nonconforming. Pursuant to Section §27-703.A, the nonconforming status of the existing wrought iron fence shall be permitted to continue and be use until it complies with the requirements of this Chapter. However, since the Applicant is proposing to remove

the existing wrought iron fence and change it to a more nonconforming six (6) ft high fence in the front yard area of the property, the Applicant is required to seek a variance from Section §27-809.1, Table A.1.a.ii to permit a six (6) ft high fence to be located within the front yard area between the front wall of the dwelling and the legal right-of-way of Maple Street in which the wall is oriented, and to extend the fence to adjoin with the adjoining property located at 226 Maple Street, whereas no fence is permitted within the front yard area.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application:	<u>Z-2024-25</u>
Date Submitted:	<u>9/20/24</u>
Date Received:	<u>9/20/24</u>

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

27-809, Table A.1.a

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

228 Maple St.

4. Applicant's Name: Linda Halpern

Address: _____

Phone Number (daytime): 610-996-0509

E-mail Address: LmHalpern819@gmail.com

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

6. Property Owner: Linda Halpern

Address: 420 E 10th Ave, Conshohocken PA 19428

Phone Number: 610-996-0509

E-mail Address: Lmhalpern819@gmail.com

7. Lot Dimensions: ~ 70 ft x 90 ft Zoning District: Ward 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 property is currently a ^{residential} duplex^{rental} property.

10. Please describe the proposed use of the property.

No change in use of property.

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

Remove 4 ft high wrought iron fence, that is ~~broken~~ on the side of the property and front facing Maple St. Replace with 6 ft high white vinyl fence starting at patio of 226 Maple and running across 24 ft to the edge of 228 Maple where it turns at a 90° angle and into a 4 ft fence.

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

^{fence}
1) There is a significant safety hazard. The wrought iron fence has pointy ~~posts~~ ^{posts} that could hurt someone. Also, the fence is in front of a retaining wall with a 4 1/2 ft drop. A child or adult could really get hurt if they fall over the fence.

2) Everyone walking down Maple St can see directly down into ~~the~~ yard, which means ~~the~~ families have no privacy in the yard.

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

a. The unique characteristics of the property: ~~Elevated sidewalk above yard, allowing the public to see directly into the yard.~~

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

~~NA~~ Zoning does not allow a 6 ft privacy fence on the front of the property.

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

The left white vinyl fencing is very common in the 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.

I can't think of any other way to prevent serious injury & provide privacy.

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).

NA

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

N/A

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

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

N/A

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

N/A

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

N/A

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

a. Attorney's Name: _____

b. Address: _____

c. Phone Number: _____

d. E-mail Address: _____

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

Linda Halpern
Applicant

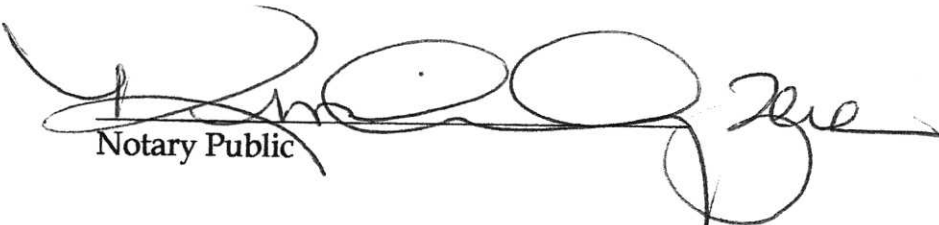
Linda Halpern
Legal Owner 

9/11/24
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 20 day of September, 2024 By LINDA HALPERN


Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Kimberly Zera, Notary Public
Montgomery County
My commission expires May 5, 2026
Commission number 1185103
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"/>

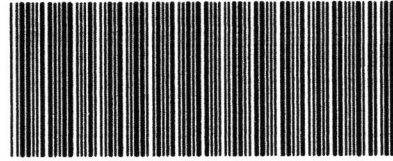
DATE OF ORDER: _____



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

DEED BK 6362 PG 02474 to 02478.1
INSTRUMENT # : 2024023417
RECORDED DATE: 05/13/2024 10:26:14 AM



6312826-0020N

MONTGOMERY COUNTY ROD


OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed	Transaction #: 6929643 - 1 Doc(s)
Document Date: 05/09/2024	Document Page Count: 4
Reference Info:	Operator Id: smassie
RETURN TO: (Simplifile) Kaplin Stewart 910 Harvest Drive Post Office Box 3037 Blue Bell, PA 19422 (610) 941-2523	PAID BY: KAPLIN STEWART

* PROPERTY DATA:	
Parcel ID #:	05-00-06096-00-1
Address:	228 MAPLE ST
	PA
Municipality:	Conshohocken Borough (100%)
School District:	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00	DEED BK 6362 PG 02474 to 02478.1
TAXABLE AMOUNT: \$0.00	Recorded Date: 05/13/2024 10:26:14 AM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed \$86.75	
Affidavit Fee \$1.50	
Total: \$88.25	
	Jeanne Sorg Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION

Prepared by:

William J. Levant, Esquire
Kaplin Stewart
910 Harvest Drive
Blue Bell, PA 19422
610-260-6000

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-06096-00-1 CONSHOHOCKEN BOROUGH

228 MAPLE ST

HALPERN LEAH S

B 003 L U 028 1134 05/13/2024

\$15.00

JU

Return to:

William J. Levant, Esquire
Kaplin Stewart
910 Harvest Drive
Blue Bell, PA 19422
610-260-6000

Parcel No.: 05-00-06096-00-1

PROPERTY ADDRESS: 228 Maple Street, Conshohocken, PA 19428

DEED

THIS DEED is made this 9th day of May, 2024 between **LEAH S. HALPERN**, having an address of 666 Germantown Pike, Unit 2608, Plymouth Meeting, PA 19462 (hereinafter called the Grantor), and

AND

LEAH S. HALPERN and **LINDA M. HALPERN**, as joint tenants with right of survivorship, having addresses of 666 Germantown Pike, Unit 2608, Plymouth Meeting, PA 19462 and 420 East 10th Avenue, Conshohocken, PA 19428, respectively (hereinafter called the Grantees),

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 her well and truly paid by the said Grantees, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantees, their heirs and assigns, as joint tenants with right of survivorship.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a subdivision plan made for Richard DiCiurcio, dated 10/16/1980 and revised 8/8/1982 as being recorded in Plan book B 40 page 145, as follows, to wit;

BEGINNING at a point of intersection of the Northwest side of Maple Street (66 feet wide) and the Southwest side of third avenue (no width given) thence extending from said point of beginning along the said side of Maple Street South 41 degrees 00 minutes West, 35.00 feet to a point a corner of lot "B" on said plan; thence extending along the same North 49 degrees 00 minutes west, 103.00 feet to a point a corner in line of lands of Daniel Nelson, thence extending along the same, North 41 degrees 00 minutes East, 35.00 feet to a point on the Southwest side of Third Avenue, aforesaid; thence extending along the same, South 49 degrees 00 minutes East 103.00 feet to the first mentioned point and place of beginning.

BEING lot "A" on said plan and Containing 3,605 square feet of land.

BEING PARCEL NUMBER 05-00-06096-00-1 (mistakenly referenced as 05-00-06095-00-2 in prior deed).

BEING KNOWN AS 228 Maple Street, Conshohocken, PA 19428.

BEING the same premises which Richard DiCiurcio and Carole Diciurcio, his wife, by Deed dated February 26, 1994, and recorded on March 2, 1994, in the Office of the Recorder of Deeds in and for Montgomery County, in Book 5070, Page 1807, granted and conveyed unto Leah S. Halpern.

THIS CONVEYANCE is exempt from Pennsylvania Realty Transfer Tax because it is a transfer from parent to parent and child.

UNDER and Subject as aforesaid and the said Grantor, her heirs and assigns does by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and Assigns, that the said Grantee, her heirs and Assigns, all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantees, their heirs and Assigns, against her the said Grantor and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by,

from or under him, her, them or any of them, shall and will subject as aforesaid, specially **WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, the said Grantor has executed or caused these presents to be duly executed the day and year first above written.


LEAH S. HALPERN

I hereby certify that the correct address of the Grantees is:

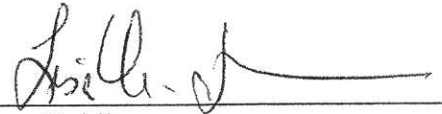
666 Germantown Pike, Unit 2608
Plymouth Meeting, PA 19462


For Grantees

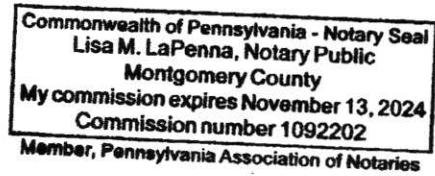
COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF MONTGOMERY :

On this, the 9th day of May, 2024, before me, the undersigned Notary Public, personally appeared **LEAH S. HALPERN** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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



 Notary Public
 My commission expires:





REV-183 BUREAU OF INDIVIDUAL TAXES PO BOX 280603 HARRISBURG, PA 17128-0603

1830019105

REALTY TRANSFER TAX STATEMENT OF VALUE COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid: \$0.00 Book: 6362 Page: Instrument Number: 02474 Date Recorded: 05/13/2024 10:26:14 AM

SECTION I TRANSFER DATA

Date of Acceptance of Document 05/09/2024 Grantor(s)/Lessor(s) Leah S. Halpern Telephone Number Grantee(s)/Lessee(s) Leah S. Halpern and Linda M. Halpern Telephone Number Mailing Address 666 Germantown Pike, Unit 2608 City Plymouth Meeting State PA ZIP Code 19462

SECTION II REAL ESTATE LOCATION

Street Address 228 Maple Street City, Township, Borough Conshohocken County Montgomery School District Colonial Tax Parcel Number 05-00-06096-00-1

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO 1. Actual Cash Consideration 1.00 2. Other Consideration + 3. Total Consideration = 1.00 4. County Assessed Value 128,450.00 5. Common Level Ratio Factor x 2.82 6. Computed Value = 362,229.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 362,229.00 1b. Percentage of Grantor's Interest in Real Estate 100 % 1c. Percentage of Grantor's Interest Conveyed 50 %

2. Fill in the Appropriate Oval Below for Exemption Claimed. Will or intestate succession. Transfer to a trust. Transfer from a trust. Transfer between principal and agent/straw party. Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. Transfer from mortgagor to a holder of a mortgage in default. Corrective or confirmatory deed. Statutory corporate consolidation, merger or division. Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.) Transfer from parent to parent and child.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Lisa LaPenna Telephone Number (610) 941-2523 Mailing Address Kaplin Stewart, 910 Harvest Dr. City Blue Bell State PA ZIP Code 19422

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

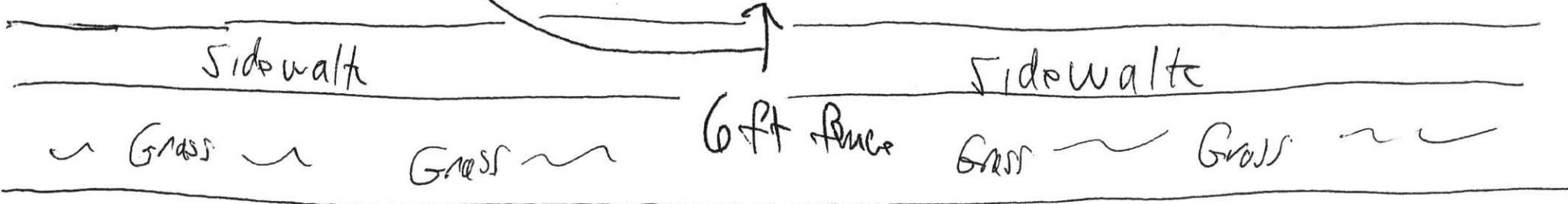
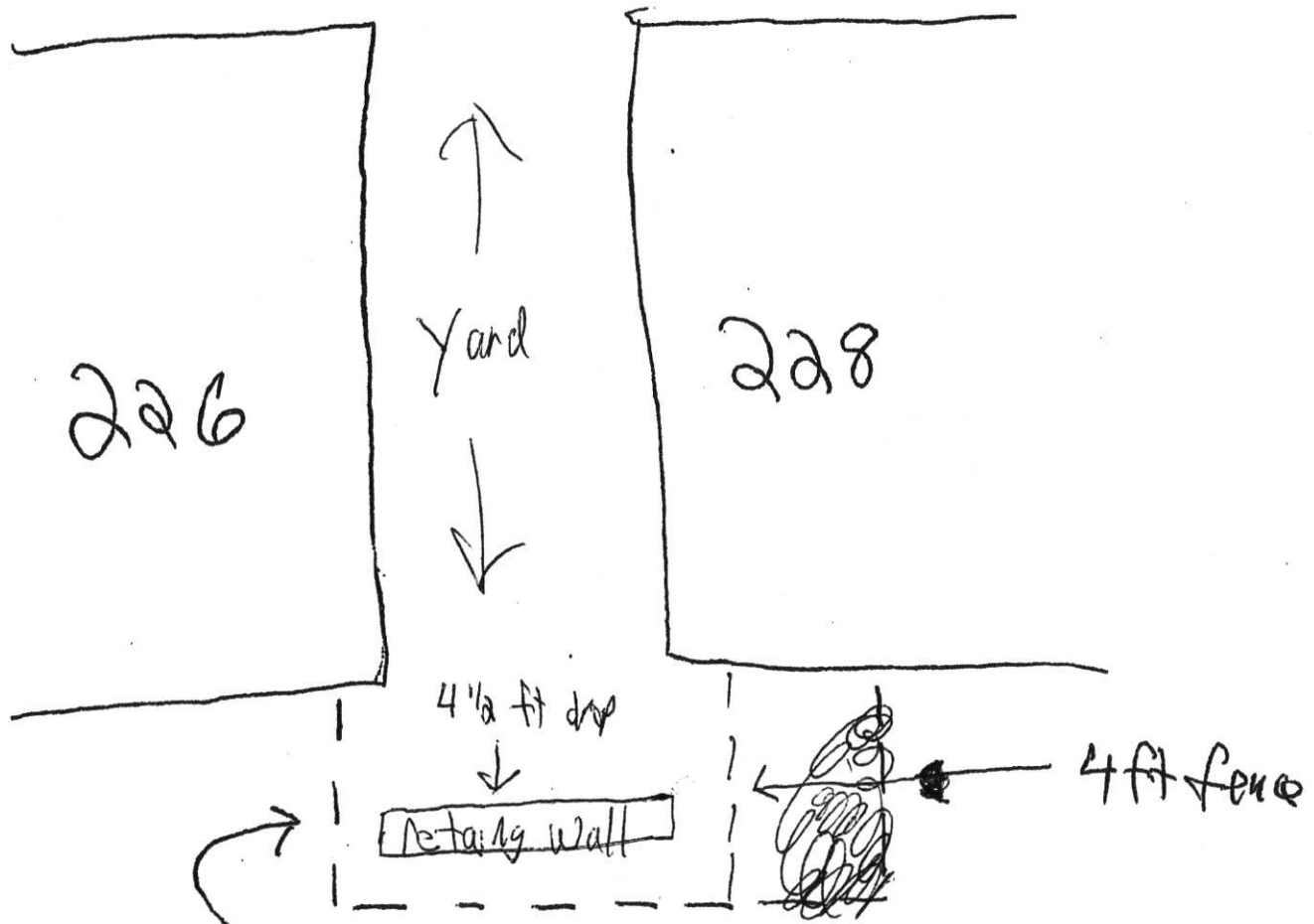
Signature of Correspondent or Responsible Party Date 05/09/2024

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105



Maple St Maple St