



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

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

NOVEMBER 18, 2024, ZONING HEARING BOARD MEETING PACKET

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BOROUGH OF CONSHOHOCKEN

Zoning Administration

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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



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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.

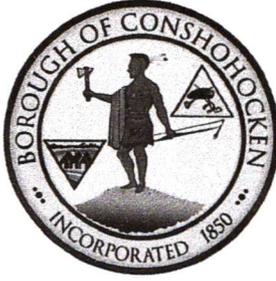
Current Request:

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 6 ft privacy fence on the front of the property.

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

The 6 ft 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

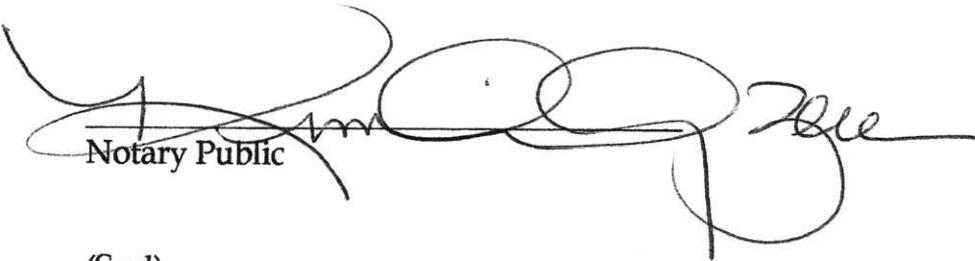


9/11/24
Date

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> <hr/> <hr/> BUYER'S MAILING ADDRESS: <hr/> <hr/>	SELLER(S): <u>West Elm Alley - 2 LLC</u> <hr/> <hr/> SELLER'S MAILING ADDRESS: <hr/> <hr/>

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**
- 6 **)** U.S. Dollars), to be paid by Buyer as follows:
- 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.

FHA/VA, IF APPLICABLE

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

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

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.

200 **If Buyer fails to respond** within the time stated above or fails to terminate this Agreement by written notice to Seller
 201 within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree
 202 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: _____
 251 _____

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 DS DS

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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).

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

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

DS DS
DB Waived RF

353 **Wood Infestation**

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

DS DS
DB Waived RF

363 **Deeds, Restrictions and Zoning**

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

DS DS
DB Waived RF

369 **Water Service**

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

DS DS
DB Waived RF

374 **Radon**

375 Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection
376 Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02
377 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground
378 by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can
379 increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a
380 house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any
381 person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department
382 of Environmental Protection. Information about radon and about certified testing or mitigation firms is available
383 through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State
384 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 [Signature]

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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

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Seller Initials: DB RF

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

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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:

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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))

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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.

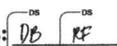
759 **29. REAL ESTATE RECOVERY FUND (4-18)**

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.

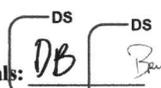
764 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

- 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.

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Buyer Initials: 

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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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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** _____

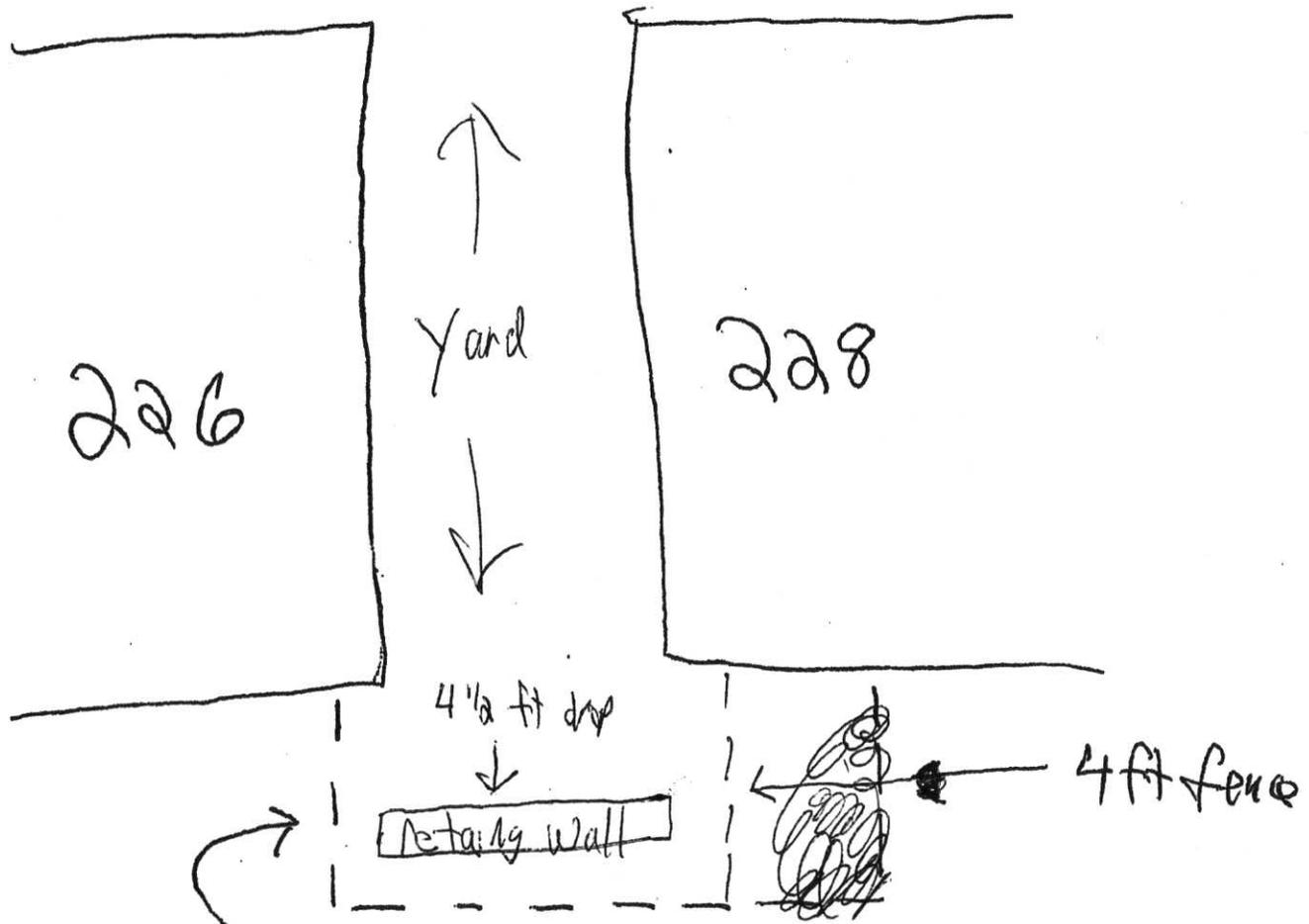
820 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

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 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

Kimberly Zera
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"/>

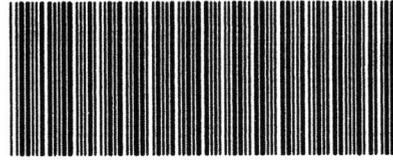
DATE OF ORDER: _____



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.

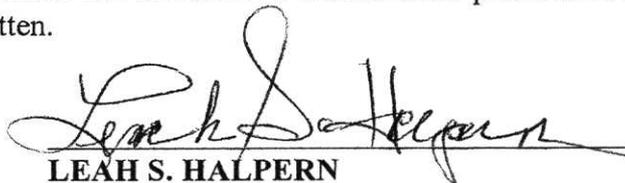
BEING the same premises which Richard DiCiurcio and Carole Diciurcio, his wife, by Deed dated February 26, 1994, and recorded on March 2, 1994, in the Office of the Recorder of Deeds in and for Montgomery County, in Book 5070, Page 1807, granted and conveyed unto Leah S. Halpern.

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,

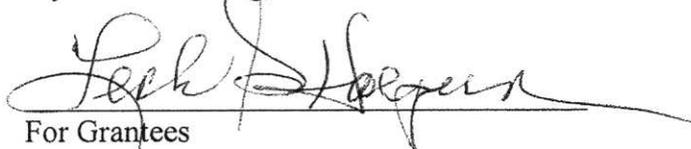
from or under him, her, them or any of them, shall and will subject as aforesaid, specially **WARRANT AND FOREVER DEFEND.**

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:

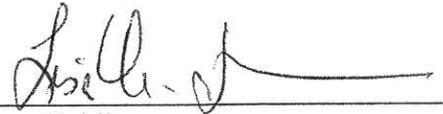
666 Germantown Pike, Unit 2608
Plymouth Meeting, PA 19462


For Grantees

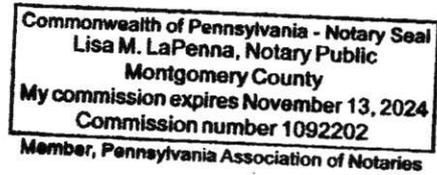
COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF MONTGOMERY :

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.

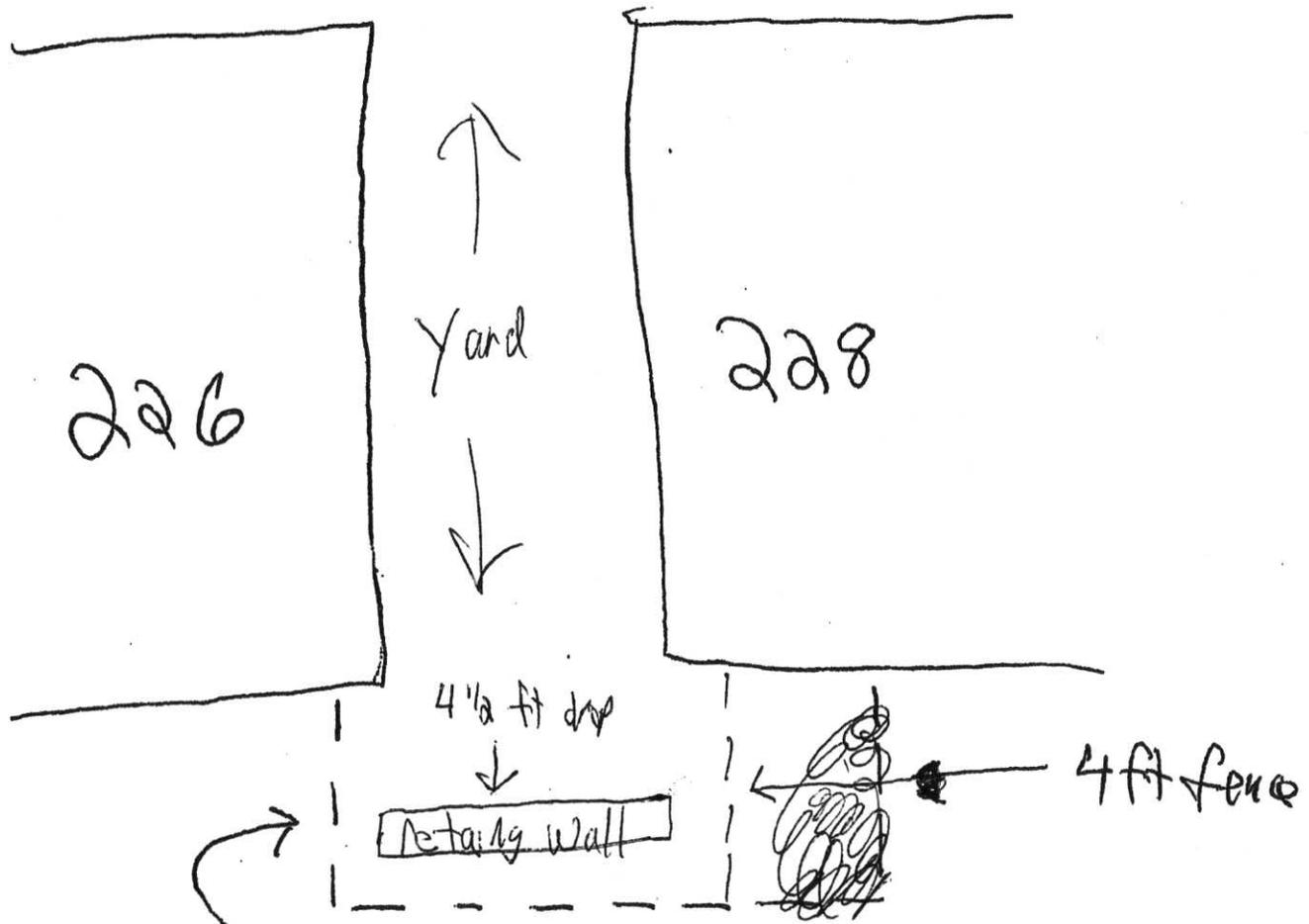
Signature of Correspondent or Responsible Party Date 05/09/2024

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



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 NOVEMBER 18, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-26

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on November 18, 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: March Forward c/o Kevin Crowley
918 Maple Street
Conshohocken, PA 19428

PREMISES INVOLVED: 918 Maple Street
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: BBCH Realty Partners, LLC
918 Maple Street, Conshohocken, PA 19428

The Petitioner is seeking a Variance from Section §27-2106.2 to permit an 18 SF business name sign on the front façade of the building whereas name signs shall not exceed 2 SF 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: November 13, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 918 Maple Avenue - Zoning Determination

History of the Site:

918 Maple Avenue is an 8,400 SF property that is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by Maple Street to the east; an approximately twenty (20') feet wide unnamed alley located to the rear and west; and residential properties in all other directions.

The property is comprised of an existing stone and stucco commercial building that was constructed as a warehouse building in 1930. The property is multi-level with one (1)-story fronting Maple Street and two (2) stories facing the rear of the property. The property is currently used as a commercial office space. There is existing off-street parking on the property – six (6) straight in parking spaces along the site frontage off of Maple Street and six (6) straight in parking spaces along the rear of the building off of an unnamed alley.

The property had undergone several sales and purchases since 1980, with the most recent sale and purchase by BBCH Realty Partners, LLC on September 2, 2022. The property is currently leased to March Forward, a financial planning and investment firm.

Current Request:

The Applicant, March Forward (via Kevin Crowley) is proposing to install a 27.5" wide by 95" long (18 SF) halo illuminated metal channel letter wall mounted sign on the front façade of the building facing Maple Street for the March Forward business.

The Applicant is seeking a Variance from Section §27-2106.2 to permit an 18 SF business name sign on the front façade of the building whereas name signs shall not exceed 2 SF within the BR-1 zoning district.

Zoning Determination:

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

used as a commercial office 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 which it is located. Therefore, the commercial office use is considered existing nonconforming since the use lawfully existed prior to the current 2001 Zoning Ordinance of the Borough.

Signage is subject to Part 21 of the Conshohocken Borough Zoning Code, specifically, Sections §27-2106 for signs permitted within the BR-1 zoning district. Per §27-2106.2, a sign is permitted for professional, accessory use, home occupation or name signs on the same lot with and indicating the name, profession or activity of the occupant of the dwelling, provided that the area of any one side shall not exceed two (2) square feet, and provided that not more than one such sign shall be erected for each permitted use or dwelling. The Applicant is proposing to mount a halo illuminated 27.5" wide x 95" long (18 SF) parallel wall sign for the March Forward business, which will exceed the maximum two (2) SF permitted within the BR-1 zoning district; therefore, the Applicant would be required to seek a variance from Section §27-2106.2 to permit the installation of the 18 SF size sign whereas a maximum two (2) SF business sign is permitted within the BR-1 zoning district.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: Z-2024-26

Date Submitted: 9/30/24

Date Received: 9/30/24

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:

27-2106.2

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

918 MAPLE STREET, CONSHOHOCKEN PA 19428

4. Applicant's Name: MARCH FORWARD VIA KEVIN CROWLEY

Address: 918 MAPLE STREET CONSHOHOCKEN PA 19428

Phone Number (daytime): 484-734-9053

E-mail Address: Kcrowley@marchfwd.com

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

6. Property Owner: BBCH REALTY PARTNERS, LLC

Address: 918 MAPLE STREET CONSHOHOCKEN PA 19428

Phone Number: 484-734-9053

E-mail Address: Krowley@marchfwd.com

7. Lot Dimensions: 8,400 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 PROPERTY IS A COMMERCIAL OFFICE SPACE. IT IS 6,180 sq. ft.

10. Please describe the proposed use of the property.

THE PROPERTY IS A COMMERCIAL OFFICE

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

IT IS REQUESTED TO INSTALL A HALO ILLUMINATED METAL CHANNEL LETTER SIGN, SIZED 27.5" X 95" AT 18 sq. ft.

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

THE BUSINESS NEEDS A CLEAR VISIBLE SIGN THAT IDENTIFIES THE COMPANY FOR THE VISITORS THAT THE BUSINESS IS SERVING.

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

a. The unique characteristics of the property: THIS IS A COMMERCIAL BUSINESS IN A RESIDENTIAL ZONE, NEEDING SIGNAGE.

b. How the Zoning Ordinance unreasonably restricts development of the property: WITH THIS RESTRICTION, THE BUSINESS CANNOT PROPERLY IDENTIFY ITSELF TO VISITORS.

c. How the proposal is consistent with the character of the surrounding neighborhood. THIS SIGN WOULD BE CONSISTENT WITH OTHER BUSINESSES IN THE AREA AND IT WOULD NOT BE ILLUMINATED DURING OVERNIGHT HOURS AND WOULD NOT CREATE INTRUSION ON NEIGHBORS.

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 SIGN PROPOSED IS REASONABLE FOR THE SIZE OF BUILDING AND APPROPRIATE FOR VISITORS TO IDENTIFY THE BUSINESS WITHOUT OFFENDING 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).

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.

N/A

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.

MARCH FORWARD VIA KEVIN CROWLEY
Applicant

BBLH REALTY PARTNERS, LLC
Legal Owner

9/24/24
Date

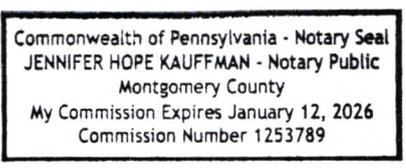
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 24th day of September, 2024

Jennifer H. Kauffman
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: _____

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (the “**Agreement**”) is made this 26th day of April, 2022, between **CONSHOHOCKEN PROPERTIES, L.L.C.**, a Pennsylvania limited liability company (“**Seller**”), and **BBCH REALTY PARTNERS LLC**, a Pennsylvania limited liability company (the “**Purchaser**”). The term “**Agreement Date**” shall mean the date that this Agreement has been fully executed by all parties and Purchaser has received a fully executed, original counterpart of the same.

BACKGROUND

A. Seller is the owner of the property known as 918 Maple Street, Conshohocken, Montgomery County, Pennsylvania (tax parcel number 05-00-06352-00-6), containing approximately 0.193 acres of land, which is improved with an office building containing approximately 6,080 rentable square feet of space and related site improvements, as more fully described on Exhibit “A” hereto (the “**Real Property**”). The building and improvements on the Real Property are referred to herein as the “**Existing Improvements**”.

B. Seller desires to sell the Property (as hereinafter defined) to Purchaser, and Purchaser desires to acquire the Property from Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, the foregoing recitals are incorporated into this Agreement as if fully set forth in the body hereof, and in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. PURCHASE AND SALE OF PROPERTY. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser hereby agrees to purchase, acquire and accept, the Real Property, together with all of Seller’s right, title and interests, if any, in and to all Appurtenances (as hereinafter defined) pertaining thereto. The term “**Appurtenances**”, as used herein, shall mean:

A. All land in the bed of any street, road or avenue, open or proposed, in front of, or adjoining the Real Property;

B. All rights of way or rights of ingress or egress on, or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining the Real Property.

C. All easements which serve the Real Property;

D. All sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the Real Property;

E. All plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions relating to the Real Property (hereinafter collectively referred to as the “**Plans**”);

F. All contracts and other agreements relating to the construction, operation, maintenance or repair of the Real Property which Purchaser desires to continue in effect;

G. All guarantees or warranties from third parties relating to the construction and/or operation of the Existing Improvements;

H. All governmental permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Real Property; and

I. All furniture, personal property (other than Seller's personal items, including, but not limited to, computers and servers), server racks, cabling, kitchen appliances and furniture, machinery, apparatus, and other equipment located in, or used in the operation of, the Real Property, and any existing free-standing signs serving the Real Property (collectively, the "**Personal Property**").

Hereinafter, the term "Property" shall be deemed to include the Real Property and all of the Appurtenances pertaining thereto.

2. **PURCHASE PRICE.** Purchaser shall pay in consideration for the Property the sum of One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000.00) (the "**Purchase Price**").

3. **MANNER OF PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

A. **Deposit.** Within one (1) business day after the Agreement Date, Purchaser shall deliver to Land Services USA, LLC ("**Escrow Agent**" or "**Title Company**") a deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "**Initial Deposit**"). If Purchaser has not terminated the Agreement pursuant to Section 4.B., Purchaser shall deposit with the Escrow Agent within one (1) business day following the expiration of the Investigation Period, an additional deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "**Additional Deposit**"; and together with the Initial Deposit, and all interest accrued thereon, the "**Deposit**"). The Deposit shall be held by the Escrow Agent in an interest-bearing money market account until consummation or termination of this Agreement. If Purchaser does not terminate this Agreement prior to the end of the Investigation Period, then the Deposit shall become non-refundable, except as otherwise provided in this Agreement. If the Closing is completed hereunder, on the Closing Date the Escrow Agent shall pay the Deposit to Seller, which sum shall be credited to Purchaser against the Purchase Price payable at Closing.

B. **Payment of Balance of Purchase Price.** At Closing, Purchaser shall pay to Seller the Purchase Price (subject to adjustments and apportionments set forth in this Agreement and less the Deposit) by certified check, bank check, title insurance company check or wire transfer of immediately available federal funds.

C. **Financing Contingency.** It is expressly acknowledged that Purchaser's obligations under this Agreement are contingent on Purchaser obtaining a commitment for financing reasonably acceptable to Purchaser prior to the end of the Investigation Period.

4. INVESTIGATION PERIOD.

A. **Investigation.** Purchaser shall have a period commencing on the Agreement Date and expiring at 5:00 p.m. local time on the day that is sixty (60) days after the Agreement Date (the “**Investigation Period**”) to cause one or more of Purchaser’s consultants and contractors to inspect and otherwise do that which in the opinion of Purchaser is prudent to determine the suitability of the Property for the uses intended by Purchaser (the “**Investigations**”). Purchaser’s Investigations may include but are not limited to: environmental testing; inspection of the foundation, roof and structural components of the Property; inspections of all utility infrastructure/service capacity and building systems, including plumbing, electrical, mechanical and HVAC; verification of required local municipal permits and approvals; inspection of all personal property at the Property; review of all licenses, permits, leases, contracts, service contracts, and any other agreements affecting the Property; parking lots and surrounding road infrastructure to the Property; and appraisal.

(1) Neither Purchaser nor any of its agents or contractors shall suffer or cause any liens or encumbrances against the Property arising from such activities, and Purchaser shall indemnify, defend and save harmless Seller from any such liens or encumbrances;

(2) Purchaser shall indemnify and hold Seller harmless from and against any claims for injuries to persons or property or other liability arising out of or in any way related to Purchaser’s activities on the Property including, but not limited to, any (1) claims or judgments against Seller or (2) physical damage to the Property, in either case caused by any acts or omissions of Purchaser, its agents and contractors while on the Property prior to Closing unless such claims or liability result from the negligence or willful misconduct of Seller or its agents or contractors. The foregoing notwithstanding, Purchaser shall not be responsible for (a) claims arising from matters discovered by Purchaser or its consultants during their inspections relating to latent defects or hazardous materials so long as Purchaser takes reasonable steps not to exacerbate any such defects or conditions, or (b) any consequential, speculative or punitive damages. In conducting its due diligence of the Property, Purchaser shall not unreasonably interfere with Seller’s use and enjoyment of the Property. This obligation shall survive closing and/or termination of this Agreement;

(3) Prior to performing any inspection or test, Purchaser must deliver to Seller a certificate of insurance evidencing that each of Purchaser’s consultants or contractors entering the Property has in place commercial general liability insurance (occurrence coverage, and not claims made coverage) for personal injury, death, and property damage with limits of not less than one million dollars and zero cents (\$1,000,000.00) per occurrence and workers compensation insurance in the amount of required statutory limits for such activities on the Property. Such insurance shall name Seller as an additional insured, and must be with carriers and have deductibles all reasonably satisfactory to Seller;

(4) The Investigations may include a non-invasive Phase I environmental inspection of the Property, but no Phase II environmental inspection or other invasive inspection or sampling of soil or materials, including, without limitation, construction

materials, either as part of the Phase I inspection or any other inspection, shall be performed unless Purchaser has a reasonable good faith basis to conduct such Phase II. Recommendation by Purchaser's environmental consultant to conduct a Phase II shall be deemed a reasonable, good faith basis. Purchaser shall deliver to Seller, prior to the commencement of any invasive testing, the proposed scope of work and the party who will perform the work. Upon Seller's written request only, Purchaser shall deliver to Seller copies of any Phase II or other environmental reports received by Purchaser; and

(5) Purchaser shall give Seller no less than forty-eight (48) hours' notice (with delivery by email to Bruce Shanzer at bshanz@msmpc.com being sufficient) prior to entering onto the Property for the purpose of conducting any study permitted under this Section 4.

B. Right to Terminate in Investigation Period. If at any time prior to the expiration of the Investigation Period, Purchaser determines that it is not satisfied for any reason, or no reason, in its sole discretion, with the results of its Investigations, or the status of any other condition of or relating to the Property, whether known or unknown on the Agreement Date, and Purchaser notifies Seller in writing of its election to terminate this Agreement prior to expiration of the Investigation Period (with delivery by email being sufficient), then the Deposit shall be returned to Purchaser and this Agreement shall, without any further action by Purchaser or Seller, become null and void, and all of the parties to this Agreement shall be released from any and all further obligation or liability hereunder.

C. Cooperation by Seller. Seller shall cooperate fully with Purchaser with respect to Purchaser's Investigations and shall not act in any manner to hinder, obstruct, delay or prevent the same. Seller shall cause its employees, management companies and other personnel to reasonably cooperate with Purchaser in its investigations, and to make Seller's records regarding the Property available to Purchaser upon request. Seller shall deliver to Purchaser within five (5) business days after the Agreement Date, all of the information listed on **Exhibit "B"** (the "**Property Information**") but only to the extent such Property Information exists and is in Seller's possession or is reasonably accessible to Seller.

5. TITLE.

A. Title Report. Within five (5) days after the Agreement Date, Purchaser shall order a current title report for the Real Property (the "**Title Report**"). In addition, Purchaser shall have the right to obtain a survey of the Real Property. Within forty-five (45) days after the Agreement Date, Purchaser shall notify Seller in writing (with delivery by email being sufficient) of any conditions, defects, liens, encumbrances or other items appearing as exceptions in the Title Report or Survey which are unsatisfactory to Purchaser (hereinafter referred to as "**Title Objections**"). Seller shall, within seven (7) days thereafter, notify Purchaser (with delivery by email being sufficient) of which Title Objections, if any, it is unable or refuses to correct or otherwise cause to be removed from the Title Report or Survey at Closing (the "**Uncorrected Objections**"). Notwithstanding anything to the contrary herein, at Closing, Seller shall cure and remove all monetary liens or encumbrances which are recorded against the Property, including, but not limited to, mortgages or other liens securing financing, mechanics

liens, judgments and delinquent taxes, assessments, sewer charges and water charges (collectively, "**Mandatory Cure Items**"). Within seven (7) days after receipt of Seller's notice of the Uncorrected Objections, Purchaser shall either (1) waive such Uncorrected Objections in writing (with delivery by email being sufficient) or (2) terminate this Agreement by giving written notice thereof to Seller (with delivery by email being sufficient), in which event the Deposit shall be returned to Purchaser and this Agreement shall be null and void, and neither of the parties shall have any further obligations or liability under this Agreement. If Purchaser does not elect to terminate this Agreement, the Uncorrected Objections shall be deemed waived by Purchaser and Seller shall have no obligation to Purchaser with respect thereto.

B. Status of Title. The Property is to be conveyed and assigned free and clear of any liens, encumbrances, easements, restrictions and agreements, excepting only the Permitted Exceptions (as hereinafter defined). With the exception of the Permitted Exceptions, title to the Property shall be good and marketable and such as will be insured by the Title Company at its regular rates for regular risks pursuant to an Owner's policy of title insurance in a form acceptable to Purchaser in its sole discretion. Seller shall furnish such customary title affidavits as the Title Company may require for the removal of standard title objections. The term "**Permitted Exceptions**" as used herein shall mean any exceptions originally appearing in the Title Report which are not objected to in writing by Purchaser or which are objected to, but which objections are thereafter waived as expressly provided above.

C. Inability to Convey. If Seller is unable or unwilling to convey title to the Property at Closing in accordance with the requirements of this Agreement, Purchaser shall have the option, in addition to any rights and remedies that Purchaser may have under this Agreement:

- (1) Of taking such title to the Property as Seller is able to convey, without abatement of the Purchase Price; or
- (2) Of terminating Purchaser's obligations under this Agreement, in which event the Deposit shall be refunded to Purchaser, and this Agreement shall be null and void and neither party shall have any further obligations.

The foregoing shall not affect Purchaser's remedies if Seller is unable to convey title to the Property as required herein as a result of Seller's default in the performance of any of its obligations under this Agreement.

6. CLOSING DATE. Closing on the purchase of the Property (herein referred to as the "**Closing**") shall take place via escrow closing through the Escrow Agent, thirty (30) days after the end of the Investigation Period (the "**Closing Date**"), or such earlier date as the parties may mutually agree. Purchaser shall have a one (1) time right, by notice to the Seller prior to the scheduled Closing Date (with delivery by email being sufficient), to extend the Closing Date for up to thirty (30) days.

7. POSSESSION. Possession of the Property is to be given on the Closing Date by special warranty deed, subject only to the Permitted Exceptions, and free of any leases or other rights of occupancy.

8. **APPORTIONMENTS.** On the Closing Date, the following apportionments shall be made:

A. **Real Estate Taxes.** Real estate taxes for the year in which Closing occurs shall be apportioned as of the Closing Date on a per diem basis on the basis of the fiscal year of each taxing authority. Real estate taxes for all fiscal years of the taxing authorities which concluded prior to Closing shall be paid by Seller at or before Closing.

B. **Utility Charges.** The meters for all utilities, including water, sewer, electric and gas, shall be read immediately prior to the Closing Date and Seller shall promptly pay for all utility service up to the Closing Date.

C. **Real Estate Transfer Tax.** All real estate transfer taxes imposed by any governmental body or bodies shall be shared equally by Purchaser and Seller.

D. **Service Contracts.** Charges under existing service contracts which will remain in effect after Closing, if any, shall be adjusted on a per diem basis at Closing.

E. **Closing Costs.** Purchaser shall pay the premiums for Purchaser's title insurance policy and any endorsements thereto required by Purchaser. Purchaser shall pay the cost to record the deed, and Seller shall pay the cost for recording all instruments necessary to deliver title as required herein. All other closing costs shall be borne equally by the parties.

F. **Survival.** The provisions of this Section 8 shall survive Closing.

9. **REPRESENTATIONS AND WARRANTIES; COVENANTS.**

A. **Representations and Warranties of Seller.** In order to induce Purchaser to enter into this Agreement and purchase the Property, and with full knowledge that Purchaser is relying thereon, Seller hereby warrants and represents to Purchaser as follows. All of the following representations and warranties shall survive Closing:

(1) **Power to Perform.** Seller has full power and authority to enter into and fulfill its obligations under this Agreement and to consummate the sale of the Property, and the execution, delivery and performance of this Agreement by Seller constitutes a valid and binding obligation of Seller in accordance with its terms. No consent, waiver or approval by any other party or by any court is required in connection with the execution and delivery by Seller of this Agreement or the performance by Seller of the obligations to be performed by it under this Agreement or any instrument contemplated hereby. Neither the entering into of this Agreement nor the completion of such sale will constitute a violation or breach by Seller of any contract or other instrument to which Seller is a party or to which Seller is subject or by which any of Seller's assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon Seller, nor will the said sale result in a violation of any applicable law, order, rule, or regulation of any governmental authority.

(2) **Contracts.** Set forth on **Exhibit "C"** hereto is a list of all service contracts affecting the Property. There will not be on the Closing Date any contracts or

agreements (including, without limitation service contracts and/or management agreements), written or oral, which affect the Real Property and which extend beyond the Closing Date, except to the extent that Purchaser desires that any such contract or agreement continue in effect pursuant to Section 1.F above. All amounts due under any such contracts for any work or improvements performed on, or with respect to, the Property prior to the Closing Date shall have been paid on or prior to the Closing Date. Seller shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the Property prior to the Closing Date. From the Agreement Date through the Closing Date, Seller shall not enter into any new contracts, nor extend any of existing contracts, such that they cannot be terminated on the Closing Date, without Purchaser's prior written consent.

(3) **Free of Leases.** The Property is not subject to any oral or written leases or other rights of occupancy of any kind. As of the Closing Date, there will be no oral or written leases or rights of occupancy for any portion of the Property. No one has a right of first refusal, right to purchase or other similar right. On the Closing Date, all leasing, brokerage or other commissions due in connection with any leases relating to the Property prior to Closing will have been paid and the Purchaser shall not be required to assume any such obligation to pay any leasing, brokerage or other commission after the Closing Date.

(4) **Condemnation.** There are no condemnation proceedings pending or to Seller's knowledge proposed with regard to the Real Property.

(5) **Notices of Violations.** Seller has not received any written notices of violations of any applicable ordinances, regulations, or other laws with respect to the Real Property which are uncorrected of the Agreement Date (the "**Violation Notices**"). If any Violation Notices are received by Seller after the Agreement Date and prior to Closing, Seller shall pay the cost of complying with such Violation Notices. In addition, on or before Closing, Seller shall deliver to Purchaser any applicable certificate of occupancy, use and occupancy permit to or any other license, permit, approval or inspection and make any repairs required by the applicable municipality for the issuance of same.

(6) **Assessments.** There are not now any assessments for public improvements against the Property which are unpaid by Seller, nor is the Property subject to or affected by any special assessments for public improvements, whether or not presently a lien thereon. Any assessments or special assessments levied for public improvements between the Agreement Date and the Closing Date shall be paid by Seller.

(7) **Litigation.** There is not now any action, proceeding, litigation or investigation pending or threatened against Seller or the Property, that arises out of the ownership or leasing of the Property or that may affect the use, occupancy or operation of the Property for its present purpose, or affect the ability of Seller to perform its obligation under this Agreement, or which questions the validity or enforceability of this Agreement.

(8) **Contributions.** No commitments have been made by Seller to any governmental authority, utility company, association, or any other organization or group of individuals relating to the Property which would impose an obligation upon Purchaser to make

any contribution or dedication of land, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(9) **Zoning.** The present zoning classification of the Real Property is R2 and the current uses of the Property are permitted in such zoning classification.

(10) **Environmental Matters.** The Property does not contain and there has been no application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Property, or any lot or property adjacent thereto, of any Toxic Waste, Hazardous Waste, Industrial Waste or Hazardous Substance as defined by the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); any implementing regulations thereunder, or any other applicable federal, state or local statutes, regulations, ordinances or rules. There are no underground tanks on the Property.

(11) **Employees.** On the Closing Date, there will be no contracts for the management of the Property, or any contracts, collective bargaining agreements or commitments of any kind with any employees of Seller or with any labor organizational which will be binding on or create any obligations upon the Property, or upon Purchaser. Seller is not an employee benefit plan (“Plan”) subject to the Employment Retirement Income Security Act of 1974, as amended (“ERISA”), or Section 40975 of the Internal Revenue Code of 1986, as amended (the “Code”), Seller is not a “party in interest” (as that term is defined in Section 3(14) of ERISA) with respect to any Plan that is an investor in Purchaser, and Seller’s sale of the Property to Purchaser will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

(12) **OFAC.** Seller represents and warrants that (a) Seller and, to Seller’s knowledge, each person or entity owning an interest in Seller is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the “List”), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, and (iii) not an “Embargoed Person,” (b) to Seller’s actual knowledge, none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), and (c) to Seller’s actual knowledge, no Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). The term “Embargoed Person” means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder.

(13) **Ownership.** Seller is the sole owner of legal title to the Property free and clear of all liens and encumbrances other than the Permitted Exceptions, and there are

no rights of first refusal, rights of first offer, purchase options or other rights outstanding that would entitle anyone other than Purchaser to purchase the Property.

B. Covenants of Seller. Seller hereby covenants that:

(1) **Maintenance of Property.** Seller shall maintain the Property in the ordinary course of Seller's business and substantially in accordance with Seller's present practices, subject to ordinary wear and tear. Seller shall make all repairs and replacements, structural and non-structural, which are required with respect to any portion of the Property, to maintain in its present condition, excepting only ordinary wear and tear and damage caused by casualty.

(2) **Alterations to Property.** Seller shall not make or permit to be made any material alterations, improvements, or additions to the Property (except when required by applicable law) without the prior written consent of Purchaser.

(3) **Leases.** Seller shall not enter into any leases or other rights of occupancy of all or any part of the Real Property.

(4) **Contracts.** Seller shall not enter into any contract for, on behalf of, or affecting the Property which cannot be terminated at will on or prior to the Closing Date.

(5) **Notice of Suits.** Seller shall promptly deliver to Purchaser copies of any written notice received by Seller regarding all actions, suits or other proceedings affecting the Property, the Leases or the use, possession or occupancy thereof.

(6) **Title Imperfections.** Other than the Permitted Exceptions, Seller shall not permit any liens, easements, encumbrances or other clouds on the title to the Property to be created.

C. Representations and Warranties of Purchaser. In order to induce Seller to enter into this Agreement, Purchaser hereby warrants and represents to Seller as follows. All of the following representations and warranties shall survive Closing:

(1) Purchaser has the full power and authority to enter into and fulfill its obligations under this Agreement.

(2) The execution of this Agreement by Purchaser constitutes the valid and binding obligation of Purchaser in accordance with its terms.

(3) No consent, waiver or approval by any other party or by any court is required in connection with the execution and delivery by Purchaser of this Agreement or the performance by Purchaser of the obligations to be performed by it under this Agreement or any instrument contemplated hereby.

(4) Neither the entering into of this Agreement nor the completion of such sale will constitute a violation or breach by Purchaser of any contract or other instrument to

which Purchaser is a party or to which Purchaser is subject or by which any of Purchaser's assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon Purchaser, nor will the said sale result in a violation of any applicable law, order, rule, or regulation of any governmental authority.

(5) Purchaser represents and warrants that (a) Purchaser and, to Purchaser's knowledge, each person or entity owning an interest in Purchaser is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any List, and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, and (iii) not an Embargoed Person, (b) to Purchaser's actual knowledge, none of the funds or other assets of Purchaser constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person, and (c) to Purchaser's actual knowledge, no Embargoed Person has any interest of any nature whatsoever in Purchaser (whether directly or indirectly).

10. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS.

A. **Conditions Precedent.** The obligation of Purchaser to complete the purchase of the Property from Seller in accordance with this Agreement is subject to satisfaction of each of the following conditions (the "**Conditions Precedent**"), any of which may be waived in whole or in part by Purchaser on or prior to the Closing Date:

(1) **Seller's Representations and Warranties.** Each of the representations and warranties of Seller contained in this Agreement shall be true and correct.

(2) **Compliance with Covenants.** Seller shall have performed and complied with all of the terms, conditions and covenants required by this Agreement to be performed and complied with prior to or on the Closing Date.

(3) **Title Policy.** A title policy or unconditional commitment therefor meeting the requirements of Paragraph 5.A. hereof shall have been issued by the Title Company to Purchaser.

B. **Purchaser's Rights If Conditions Precedent Are Not Satisfied.** If, on the Closing Date, all of the Conditions Precedent to Purchaser's obligations which are set forth in this Agreement have not been satisfied, Purchaser shall have the right to elect to either (1) waive such of those conditions as are unsatisfied (in which case Seller shall have no further obligation to Purchaser with respect thereto) and complete Closing when otherwise required herein; or (2) terminate this Agreement and receive a refund of the Deposit, whereupon this Agreement shall, without any further action by Seller or Purchaser, become null and void, and all of the parties shall be released from any and all further obligation or liability hereunder. The foregoing shall not affect Purchaser's remedies under Section 16.B in the case that any of the Conditions Precedent are not satisfied by reason of Seller's default.

11. CLOSING PROCEDURE.

A. **Seller's Closing Documents.** At or before the Closing, Seller shall deliver to Purchaser, or cause to be delivered to Purchaser the following:

(1) A special warranty deed for the Property in the form attached hereto as **Exhibit "D"** conveying good and marketable title to the Property, subject only to the Permitted Exceptions (the "**Deed**");

(2) A duly executed Bill of Sale (a "**Bill of Sale**") executed by Seller conveying all Personal Property in the form attached hereto as **Exhibit "E"**;

(3) A duly executed Assignment and Assumption of Contracts and Intangibles (an "**Assignment of Contracts**") in the form attached hereto as **Exhibit "F"** assigning to Purchaser all of Seller's right, title and interest in and to any service contracts, plans, warranties, guarantees and other Appurtenances.

(4) Originals or copies, if originals are not available, of all warranties, guarantees, building permits, licenses, approvals and certificates of occupancy for the Property in the possession of Seller. Seller shall, at no cost to Purchaser, cause the issuer of any warranties or guarantees pertaining to the Property to acknowledge that such warranties or guarantees have been assigned to Purchaser and that such issuer will perform under such warranty or guarantee for the benefit of Purchaser;

(5) Duly executed certificates required by Section 1445 of the Internal Revenue Code that Seller is not a foreign person within the meaning of said Section 1445;

(6) A duly executed and acknowledged affidavit stating that the representations and warranties of Seller set forth herein are true and correct as of the Closing Date;

(7) Documents of authority of Seller authorizing the transactions contemplated by this Agreement;

(8) Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered to Purchaser;

(9) Any other documents, instruments, records, correspondence or agreements relating to the Property as Purchaser or the Title Company may reasonably require; and

(10) A closing statement executed by Seller.

Seller further covenants that it will at any time, from time to time after Closing hereunder, upon request of Purchaser, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonable be required for the conveying, transferring, assuring and confirming title to the Property to Purchaser.

B. Purchaser's Closing Documents. At or before the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following:

- (1) A duly executed Bill of Sale;
- (2) A duly executed Assignment of Contracts;
- (3) The balance of the Purchase Price remaining due at time of Closing;
- (4) The closing statement executed by Purchaser;
- (5) Documents of authority of Purchaser authorizing the transactions contemplated by this Agreement; and
- (6) Such other instruments as may be reasonably required by the Title Company or otherwise reasonably required to consummate the purchase of the Property in accordance with the terms hereof.

12. RECORDING. Neither this Agreement, nor any memorandum thereof, may be recorded by either party in any public place of recording.

13. FIRE OR OTHER CASUALTY. Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If on or prior to the Closing Date all or any part of the Existing Improvements are destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall promptly give written notice thereof with specificity to Purchaser, and Purchaser shall have the right, at its sole option, if the cost to restore the Existing Improvements is ten percent (10%) or more of the Purchase Price, of terminating this Agreement and being released from all liabilities and obligations hereunder, in which event the Deposit shall be refunded to Purchaser, whereupon both Seller and Purchaser shall be released from any and all further obligation and liability hereunder. Purchaser shall deliver written notice of its election to Seller within fifteen (15) calendar days after the date upon which Purchaser receives written notice of such damage. If notice of such damage is received by Purchaser and it fails to deliver written notice to Seller of its election, such failure shall be deemed an election by Purchaser to complete the consummation of the transactions described in this Agreement. If Purchaser does not terminate this Agreement, the proceeds of any insurance paid between the Agreement Date and the Closing Date shall be paid to Purchaser on the Closing Date, and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price and Seller shall be permitted to retain from such insurance proceeds an amount equal to any deductible paid by Seller to the extent Seller has applied such amount to restoring the Property prior to the Closing (based on supporting documentation provided by Seller), and the balance of any deductible shall be credited against the Purchase Price.

14. CONDEMNATION. If, prior to Closing, all or any part of the Property is taken by eminent domain proceedings or a notice of any eminent domain proceeding with respect to the Property or any part thereof is received by Seller, Seller shall immediately give notice thereof

to Purchaser and Purchaser shall have the right, exercisable in writing within fifteen (15) days of receipt of such notice to either:

A. Complete the consummation of the transactions described hereunder in accordance with this Agreement; or

B. Terminate this Agreement, in which event the Deposit shall be refunded to Purchaser and this Agreement shall be null and void and both Seller and Purchaser shall be released from any and all further obligation and liability hereunder.

Failure to deliver such written notice shall be deemed an election by Purchaser to complete Closing. If Purchaser elects (or is deemed to have elected) to complete Closing, Closing shall be completed in accordance with this Agreement, except that at Closing Seller shall assign, transfer, and pay to Purchaser all rights that Seller has to any of the proceeds of such eminent domain proceedings and all proceeds from such proceedings theretofore or thereafter received by Seller.

15. REAL ESTATE BROKERS. Seller and Purchaser respectively warrant to each other that no finders, real estate brokers or other persons entitled to claim a fee or commission have interested either of them in this transaction, other than McCann Team Commercial and K&W Commercial (Seller's agent) and Gola Corporate Real Estate (Purchaser's agent), whose fees and commissions shall be paid by Seller, and that they have not had any dealings with any other person which may entitle that person to a fee or commission. The parties hereby agree to indemnify and hold the other harmless against any losses, costs or expenses (including attorney's fees) arising out of any claim of any broker or finder in conjunction with this transaction, the obligation for which was incurred by the breaching party. The terms of this Section 15 shall survive the Closing Date.

16. DEFAULT.

A. Purchaser's Default. If Purchaser defaults in the performance of any material obligation hereunder, and the same is not cured within ten (10) days after written notice to Purchaser and Escrow Agent, then the Escrow Agent shall pay the Deposit to Seller as liquidated damages, such remedy being Seller's sole legal and equitable remedy.

B. Seller's Default. If Seller defaults in the performance of any of its obligations hereunder, Purchaser shall have the right to either (i) waive the default and proceed to Closing, (ii) terminate this Agreement and receive a refund of the Deposit, or (iii) and seek to enforce specific performance of Seller's obligations under this Agreement, including specifically the conveyance of the Property in the condition required hereby. If the remedy of specific performance is not available to Purchaser, Purchaser shall have all other rights and remedies available at law or in equity, including the right to recover its out-of-pocket costs incurred to enforce its remedies hereunder.

17. ESCROW AGENT. Purchaser and Seller have requested that the Deposit be held in escrow by the Escrow Agent to be applied in accordance with this Agreement. The Escrow Agent is merely responsible for the safe-keeping of the Deposit and shall not be required

to determine any questions of fact or law. The Escrow Agent shall dispose of the Deposit, together with any interest accrued thereon in accordance with the provisions of this Agreement. The Escrow Agent shall be protected in acting in good faith upon instruments or documents believed to have been signed by a proper person or persons, not only as to their due execution and the validity and effectiveness of their provisions, but also as to the truth and acceptability of any information contained therein. The Escrow Agent shall not have any duties except those which are expressly set forth herein. The Escrow Agent shall not be bound by any notice of, or demand with respect to, any waiver, modification, or amendment of this Agreement unless in writing, signed by all of the parties to this Agreement and if the duties or responsibilities of the Escrow Agent are affected, unless the Escrow Agent shall have given its prior written consent thereto. The Escrow Agent shall not be entitled to a fee for its services as Escrow Agent, nor shall they have any liability to Purchaser or Seller for anything done or omitted to be done by it in good faith, its liability being limited solely to gross negligence or willful misconduct.

18. GENERAL PROVISIONS.

A. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns. Purchaser shall have no right to assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Seller's consent shall not be required for an assignment of this Agreement to an entity affiliated with, or controlled by, controlling or under common control with, Purchaser. In connection with an assignment of this Agreement to an entity affiliated with Purchaser, Seller shall join in the execution of an assignment and novation agreement pursuant to which Purchaser's assignee assumes all of Purchaser's obligations under this Agreement and Seller releases the original Purchaser named herein from all liability under this Agreement.

B. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against either party unless that party shall have consented thereto in writing.

C. Governing Law. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

D. Notices. All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing, sent by email (provided such notice is also sent via one of the other permitted methods of delivery), Certified Mail, postage prepaid, return receipt requested, or by private carrier guaranteeing next day service, addressed as follows:

(1) If to Seller, addressed as follows:

Conshohocken Properties, L.L.C.
918 Maple Street

Conshohocken, PA 19428
Attention: Bruce Shanzer
Email: bshanz@msmpc.com

With a copy to:

Tyler T. Prime, Esq.
Prime & Tuvel
14000 Horizon Way, Suite 325
Mount Laurel, NJ 08054
E-mail: tyler@primelaw.com

(2) If to Purchaser, addressed as follows:

c/o Marc Bernstein
1500 Bardsey Drive
Lower Gwynedd, PA 19002
Email: marcjbernstein@gmail.com

With a copy to:

Maury B. Reiter, Esquire
Kaplin Stewart Meloff Reiter & Stein, PC
910 Harvest Drive
Blue Bell, PA 19422
Email: mreiter@kaplaw.com

or to such other address or addresses and to the attention of such other person or persons as any of the parties hereto may notify the others in accordance with the provisions of this Agreement.

E. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

F. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

G. Business Days. If the last day for performance of an obligation, or if any of the dates herein, falls on a day that is a Saturday, Sunday or national holiday, the date for such performance, on the date herein, shall be extended to the next business day.

H. Bulk Sales. Seller shall obtain and deliver to Purchaser at Closing a “bulk sales” clearance certificate as required by applicable Pennsylvania law or, at Purchaser’s option, Seller shall escrow with Purchaser’s title insurance company an amount equal 120% of the

estimated amount of taxes due by Seller to the Commonwealth of Pennsylvania, which estimate shall be based upon a certificate of such tax liability from Seller's certified public accountant.

I. Tax Free Exchange. Purchaser or Seller may elect to effect the transfer and conveyance of the Property as part of an exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "**Code**"). If the Purchaser or Seller so elects, it shall provide notice to the other of such election, and thereafter may at any time at or prior to the Closing assign its rights (but such assignment shall *not* relieve the either of its obligations) under this Agreement with respect to the Property to a "qualified intermediary" as defined in Treas. Reg. 1.1031(k)-1(g)(4), subject to all rights and obligations hereunder and such electing party shall promptly provide written notice of such assignment to the other. Each party shall cooperate with all reasonable requests of the other and the "qualified intermediary" in arranging and effecting the transfer of the Property to the "qualified intermediary".

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto the day and year first above written.

SELLER:

CONSHOHOCKEN PROPERTIES, L.L.C.
a Pennsylvania limited liability company

By: Bruce W. Shanzer
Name: BRUCE W. SHANZER
Title: MEMBER

PURCHASER:

BBCH REALTY PARTNERS LLC,
a Pennsylvania limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto the day and year first above written.

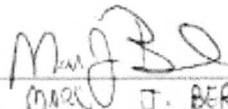
SELLER:

CONSHOHOCKEN PROPERTIES, L.L.C.
a Pennsylvania limited liability company

By: _____
Name: _____
Title: _____

PURCHASER:

BBCH REALTY PARTNERS L.L.C.
a Pennsylvania limited liability company

By: 
Name: MARK J. BERNSTEIN
Title: MEMBER

ACKNOWLEDGMENT OF ESCROW AGENT

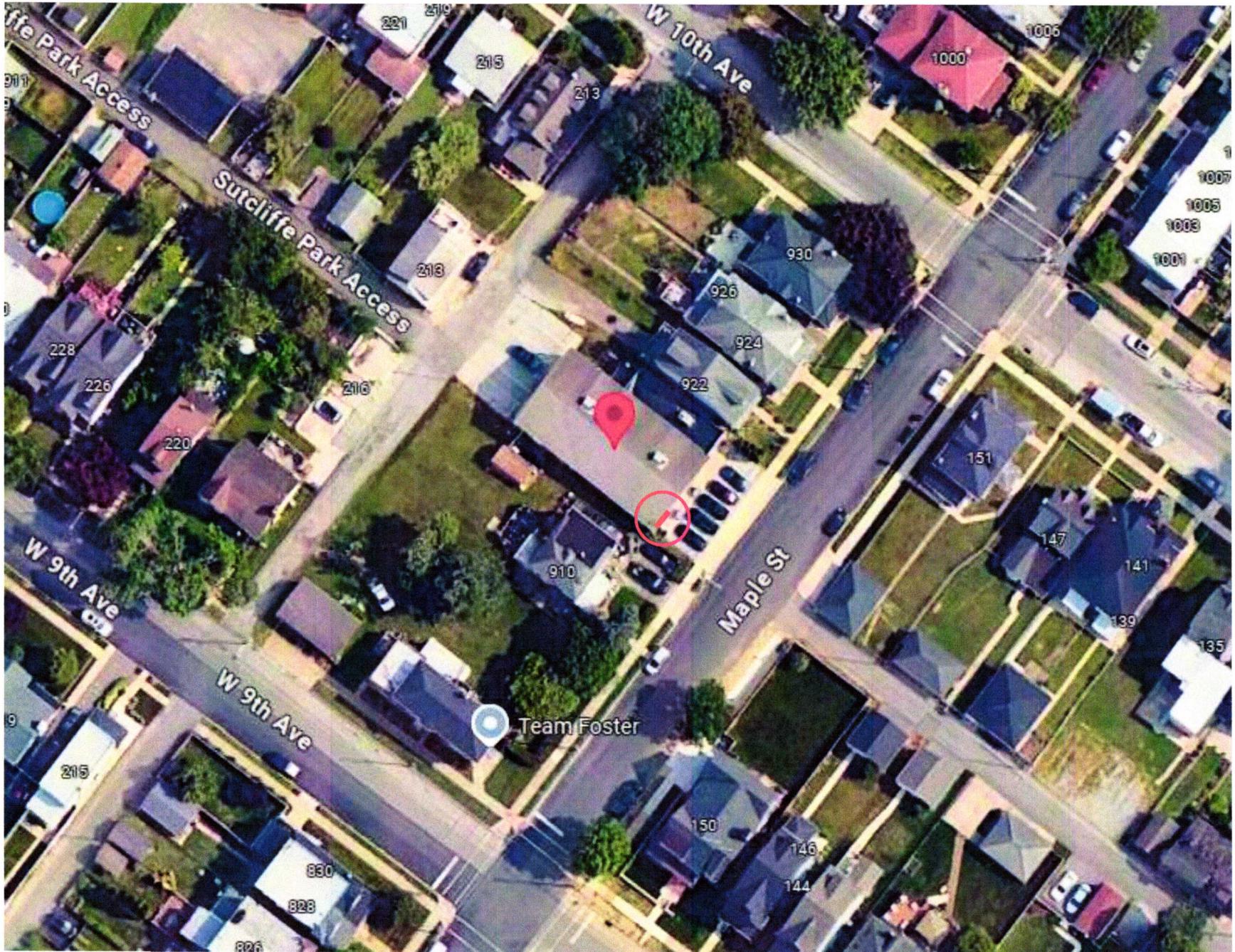
Land Services USA, Inc., as Escrow Agent, hereby acknowledges receipt of the foregoing Agreement, and agrees to perform its duties as Escrow Agent in accordance with the terms and provisions of the Agreement.

LAND SERVICES USA, INC.

By:  _____

Name: Art Keegan

Title: Senior Vice President Business Development



SIGN LOCATION

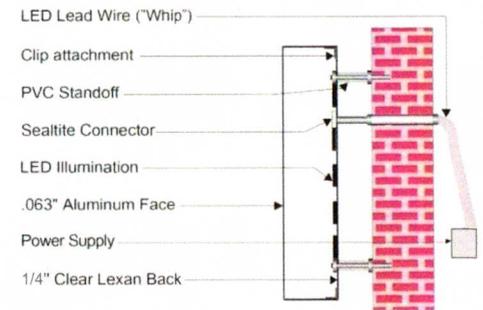
918 Maple Street
Conshohocken PA 19428



- 16.5" h Halo Lit Dimensional Letters
- Total Dimensions: 27.5" x 95"
- 1.5" Deep Fabricated Aluminum Letters
- Painted Black
- 1/4" Polycarbonate Backs w/ 1/4" rivet nuts
- 1.5" Standoffs
- White LED, Power Supply, UL Label

- Stud Mount into Building
- 10" In From Bottom and Side Edges of Brick
- Connection to Electric at Sign Location

918 Maple Street
 Conshohocken PA 19428



SIDE VIEW



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 NOVEMBER 18, 2024 ZONING HEARING BOARD MEETING ZONING HEARING Z-2024-27

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on November 18, 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: Millennium IV Land Owner LLC
160 Club House Road
King of Prussia, PA 19046

PREMISES INVOLVED: 05-00-11856-10-9 (Unit E)
05-00-11856-11-8 (Unit F)
05-00-11856-12-7 (Unit G)
05-00-11856-93-7 (Unit H)
05-00-11856-14-5 (Unit J)
SP-2 - Specially Planned District 2
FP - Floodplain Conservation Overlay District

OWNER OF RECORD: Millennium IV Land Owner LLC
160 Club House Road, King of Prussia, PA 19046

The Petitioner is seeking a Variance from the following Sections of the Zoning Ordinance:

1. Section §27-1503.3.C - to permit a building height greater than 85 feet for a building that is located further than 2,000 feet from a SEPTA rail station;
2. Section §27-1504.F.(2) - to permit a maximum impervious coverage of 79%, whereas not more than 70% of the area of any lot in the SP-2 zoning district is permitted;
3. Section §27-1505.B.(3) - to permit a building separation on the same lot of 17.9 feet, whereas a minimum 30 feet building separation is required;
4. Section §27-1509.2.C - to permit a visible parking structure fronting parallel to the Schuylkill River in connection to a maximum building profile of 350 feet; and,
5. Section §27-1514.1.A, B, D, F, G, H, and K - to permit the construction of the proposed office buildings with podium parking decks and associated site clearing, filling, placement, and related improvements within the FP- Floodplain conservation overlay district, whereas such activities, uses, and permanent structures are prohibited.

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: November 14, 2024
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: Millenium IV Office Buildings - Zoning Determination

History of the Site:

The property is located within the SP-2 – Specially Planned District 2 and subject to provisions of the FP – Floodplain Conservation Overlay district. The site is part of unified development comprising of a total of thirteen (13) parcels with eight (8) of the parcels being Millenium and affiliated owned parcels (which are listed under separate ownership as Millenium Waterfront Associates II, LP, Millenium III Office Owner, LLC, and 301 Washington Street Landlord, LLC) that fronts Washington Street (55 feet right-of-way) encompassing a total tract size of 587,769 SF (or 13.49 acres). The remaining five (5) parcels (a.k.a. Condo E, F, G, H and J) and totals 214,858 SF (or 4.932 acres) are under the Millenium IV Land Owner, LLC ownership. The Millenium IV parcels are located to the rear of the existing Millenium I, II, and III buildings. The site is also bounded by Ash Street (50 feet right-of-way) to the west; Poplar Street (a private street) and the Londonbury Apartment Buildings to the east; and a parking lot and the Schuylkill River waterfront to the south.

The current use of the Millenium IV site includes an existing surface parking lot located to the rear of the Millenium I parcel with access off of Ash Street and shared access to the Millenium II building and parking lot; as well as open space located to the rear of the Millenium II and III buildings.

The overall Millenium development had gone before the Zoning Hearing Board under multiple prior zoning applications since January 2000.

Current Request:

The Applicant, Millenium IV Land Owner, LLC, is proposing to make site improvements to the existing five (5) Condo E, F, G, H and J parcels. The Applicant is proposing to demolish a portion of the existing parking lot located to the rear of the Millenium I building (a.k.a. 20 Ash Street) and construct the following:

- a six (6)-story 36,066 SF (216,400 GSF) office building;
- a four (4)-story 63,334 SF (253,336 GSF) podium parking garage with 960 proposed parking spaces with ingress/egress off of Ash Street and at the northeastern corner of the building; and,
- a row of six (6) parking spaces along the front northeastern corner of the new building.

The Applicant is also proposing to construct the following on the existing open space parcels to the rear of the Millenium II building (a.k.a. 225 Washington Street) and Millenium III building (a.k.a. 227 Washington Street) as follows:

- a three (3)-story 29,280 SF (87,840 GSF) office building; and,
- a two (2)-story 39,729 SF (158,916 GSF) podium parking garage with 236 proposed parking spaces with ingress/egress off of Poplar Street and in the rear center of the parking lot located between the Millenium II and III buildings.

In addition, the Applicant is proposing a five (5)-feet wide asphalt sidewalk that will connect to the existing sidewalk in front of the proposed three (3)-story office building and adjacent the ingress/egress access drive of the proposed six (6)-story office building to the existing waterfront trail along the Schuylkill River.

The Applicant is seeking a Variance from the following Sections of the Zoning Ordinance:

1. Section §27-1503.3.C - to permit a building height greater than 85 feet for a building that is located further than 2,000 feet from a SEPTA rail station;
2. Section §27-1504.F.(2) - to permit a maximum impervious coverage of 79%, whereas not more than 70% of the area of any lot in the SP-2 zoning district is permitted;
3. Section §27-1505.B.(3) - to permit a building separation on the same lot of 17.9 feet, whereas a minimum 30 feet building separation is required;
4. Section §27-1509.2.C - to permit a visible parking structure fronting parallel to the Schuylkill River in connection to a maximum building profile of 350 feet; and,
5. Section §27-1714.1.A, B, D, F, G, H, and K - to permit the construction of the proposed office buildings with podium parking decks and associated site clearing, filling, placement, and related improvements within the FP- Floodplain conservation overlay district, whereas such activities, uses, and permanent structures are prohibited.

Zoning Determination:

The property is located within the SP-2 - Specially Planned District 2 and subject to Part 17 - FP - Floodplain Conservation Overlay district regulations of the Conshohocken Borough Zoning Ordinance. The following variances will be required as a result of the proposed site improvements as noted in the Applicant's current request above:

1. In accordance with Section §27-1503.3.C, the building height may be increased to 230 feet by conditional use, provided that the building must be located within 2,000 feet of a SEPTA rail station.

The proposed building heights are not defined on the Zoning Plan provided, except that the Zoning Standards table is indicating the proposed building height to be less than 230 ft high. Since the proposed buildings will be more than 85 ft high and less than 230 ft high, the Applicant will be required to seek conditional use approval by Borough Council. In addition, the farthest building edge of the proposed three (3)-story building with two (2) story parking deck located to the rear of the Millenium II and III buildings will be located approximately 2,100 feet from the center of the SEPTA Conshohocken rail station. Since the proposed three (3)-story building with two (2) story parking deck will be located farther than 2,000 feet from a SEPTA rail station, the Applicant will be required to obtain a variance from Section §27-1503.3.C to permit the increased building height above 85 feet and less than 230 feet for the proposed three (3)-story building with

two (2) story parking deck at a distance greater than 2,000 feet from a SEPTA rail station, as well as, subsequently obtain Conditional Use approval by Borough Council for the increased building height above 85 feet and less than 230 feet for both buildings. The Applicant should clarify and specify the actual proposed building height for both buildings on the Zoning Plan.

2. In accordance with Section §27-1504.F.(2), in the SP-2 District, not more than 70% of the area of any lot in the district shall be covered by impervious surface.

Based on the Zoning Standards table provided on the Zoning Plan, the proposed impervious coverage on the site will increase from 60% currently to 79%, which is greater than the maximum 70% impervious area permitted within the SP-2 zoning district. Therefore, the Applicant will be required to obtain a variance from Section §27-1504.F.(2) to permit a maximum impervious coverage of 79%, whereas not more than 70% of the area of any lot in the SP-2 zoning district is permitted.

3. In accordance with Section §27-1505.B.(3), buildings and parking structures shall not be located closer than 30 feet from an adjacent building or parking structure located on the same lot or parcel, and not located closer than 75 feet from an adjacent building or parking structure located on the same lot or parcel if there is surface parking between the buildings or parking structures. In each event, the area between buildings shall not be composed entirely of impervious surfaces and shall be designed to include sidewalks, planted verge, landscaping and other green space.

Based on the Zoning Plan provided, the proposed three (3)-story building with two (2) story parking deck will be located 17.9 ft and 18 ft, from the rear of the Millenium II and III buildings, respectively. Although the Millenium II and III buildings are shown to be on separate parcels, the consideration is for the overall tract of the 13.49-acre property as a unified development. Therefore, the Applicant would be required to obtain a variance to permit a building separation on the same tract of 17.9 feet, whereas a minimum 30 feet building separation is required.

4. In accordance with Section §27-1509.2.C, in the SP-2 District, a maximum building profile, as seen from end-to-end from any side or elevation, and measured perpendicular to such side or elevation, shall not exceed 250 linear feet in total horizontal length on any floor or floors. Council may permit an increase in the maximum building profile to 350 feet by conditional use approval, subject to the lot shall not be developed with a visible parking structure fronting parallel to the Schuylkill River, nor shall a stand-alone parking structure be located on any lot area between the primary structure and the Schuylkill River.

Per Section 27-202, a building is defined as *“any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment goods or materials of any kind of nature.”*

The proposed six (6)-story building with four (4) story parking deck will have a horizontal length of 273.3 ft (building only) and 406 ft (building with the podium parking deck) which exceeds the maximum 250 LF horizontal length of a building permitted within the SP-2 zoning district. The proposed three (3)-story building with two (2) story parking deck will have a horizontal length of 244.5 ft (building only) and 345 ft (building with podium parking deck). Therefore, the Applicant will be required to obtain a Conditional Use approval from Borough Council to permit the additional building lengths greater than 250 LF by definition. The

Applicant will also be required to obtain a variance from Section §27-1509.2.C to permit a building length of 406 ft which is greater than the permitted 350 feet, as well as, to permit a visible parking structure fronting parallel to the Schuylkill River.

5. Per Section §27-1714.1.A, B, D, F, G, H, and K, 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.*
 - F. *Roads or driveways, except where permitted as corridor crossings in compliance with §27-1713.*
 - G. *Motor or wheeled traffic in any area not designated to accommodate adequately the type and volume.*
 - 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, F, G, H, and K to permit the construction of the proposed permanent structures to include the two (2) office buildings with podium parking decks, driveways, curbing, landscaping, stormwater facilities, and associated site clearing, filling, placement, and related improvements within the FP- Floodplain Conservation Overlay District, whereas such activities, uses, and permanent structures are prohibited.



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

Zoning Application

Application: Z-2024-27
Date Submitted: 10/4/24
Date Received: 10/4/24

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:

See attached Addendum

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

M4 Office Buildings, Units E, F, G, H, and J

4. Applicant's Name: Millennium IV Land Owner LLC

Address: 160 Clubhouse Road, King of Prussia, PA 19406

Phone Number (daytime): 919-259-6233

E-mail Address: jnickel@morganproperties.com

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

6. Property Owner: Same As Applicant

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: _____ Zoning District: SP-2

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

Yes No If yes, please describe.

See Attached Addendum.

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

See Attached Addendum.

10. Please describe the proposed use of the property.

See Attached Addendum.

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

See Attached Addendum.

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

See Attached Addendum.

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

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

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

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

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

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

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

N/A

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

N/A

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

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

N/A

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

N/A

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

N/A

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

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

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

c. Phone Number: 215-569-1662 / 215-569-4364

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

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

[Signature]
Applicant

MILLENNIUM ISLAND OWNER LLC
Legal Owner

10/2/24
Date

COMMONWEALTH OF ~~PENNSYLVANIA~~ Delaware

COUNTY OF ~~MONTGOMERY~~ New Castle

As subscribed and sworn to before me this second day of October, 2024

[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: _____

**BOROUGH OF CONSHOHOCKEN ZONING HEARING BOARD
ADDENDUM TO ZONING HEARING BOARD APPLICATION**

Applicant: Millennium IV Land Owner, LLC
160 Clubhouse Road
King of Prussia, PA 19406

Owner: Same as Applicant

Subject Property: “Millennium IV Development”
Washington Street

Tax Parcel Nos. 05-00-11856-10-9 (Unit E); 05-00-11856-11-8 (Unit F);
05-00-11856-12-7 (Unit G); 05-00-11856-93-7 (Unit H); and
05-00-11856-14-5 (Unit J)

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

Relief Requested

1. A variance from Section 27-1503(3)(C) of the Borough of Conshohocken Zoning Ordinance (the “Zoning Ordinance”) to permit a building height greater than 85 feet for a building that is located further than 2,000 feet from a SEPTA rail station;
2. A variance from Section 27-1504(F)(2) of the Borough of Conshohocken Zoning Ordinance (the “Zoning Ordinance”) to permit a maximum impervious surface coverage of 79% whereas a maximum of 70% is otherwise permitted;
3. A variance from Section 27-1505(A)(3)(b) of the Zoning Ordinance to permit building separation on the same lot of 17.9 feet whereas 30 feet of building separation is otherwise required.
4. A variance from Section 27-1509(2)(C) of the Zoning Ordinance to permit a visible parking structure fronting parallel to the Schuylkill River in connection a maximum building profile of 350 feet;
5. A variance from Sections 27-1714(1) of the Zoning Ordinance to permit the construction of the proposed office buildings and related improvements within the FP – Floodplain Conservation District.

Summary of Application

The Subject Property is the Millennium Condominium Complex. The overall tract is 13.40 acres and located within the SP-2 Specially Planned 2 Zoning District. The Applicant is the owner of condominium units E, F, G, H, and J (the “Development Parcels”). The Development Parcels consist of approximately 4.932 acres and located along the riverfront portion of the Millennium Condominium Complex. In addition to the Development Parcels, affiliates of the Applicant own the remainder of the Millennium Condominium Complex with the exception of the Lumina (formerly Londonbury) apartment complex and Unit I (parking lot between Millennium I and Millennium II buildings).

Applicant is proposing to demolish a portion of the existing parking lot located on the Development Parcels and construct: (1) a 6 story office building with a 36,066 square foot footprint (totaling approximately 216,400 square feet) with 960 parking spaces including a 4-story, 63,334 square foot footprint (totaling approximately 253,336 square feet) podium parking garage; and (2) a 3 story office building with a 29,280 square foot footprint (totaling approximately 87,840 square feet) with 236 parking spaces including a 2 story, 39,729 square foot footprint (totaling approximately 79,458 square feet) podium parking garage.

At the hearing on this matter, the Applicant will present sufficient credible testimony and evidence to support its entitlement to the relief requested.

Legal Standard

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

1. That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located.
2. That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
3. That such unnecessary hardship has not been created by the appellant.
4. That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.

5. That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

53. P.S. §10910.2(a).

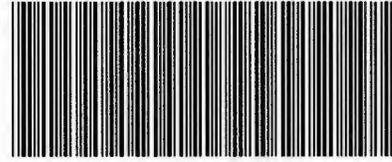
In determining whether the Applicant has established the existence of an unnecessary hardship, the Pennsylvania Supreme Court has stated that the Zoning Hearing Board may consider multiple factors including the economic detriment to the applicant if the variance was denied, the financial hardship created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

Conclusion

At the hearing on this matter, the Applicant will present sufficient credible testimony and evidence to support its entitlement to the relief requested.



DEED BK 6288 PG 02432 to 02444
INSTRUMENT # : 2022067207
RECORDED DATE: 06/27/2022 08:22:38 AM



6122555-00230

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 13

Document Type: Deed	Transaction #: 6610525 - 5 Doc(s)
Document Date: 06/01/2022	Document Page Count: 12
Reference Info:	Operator Id: sford

RETURN TO: (Simplifile) MONTGOMERY MADISON ABSTRACT, LP 1125 OCEAN AVE STE 1010 LAKEWOOD, NJ 08701 (732) 333-2686	PAID BY: MONTGOMERY MADISON ABSTRACT LP
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*** PROPERTY DATA:**

Parcel ID #:	05-00-11856-10-9	05-00-11856-11-8	05-00-11856-12-7
Address:	WASHINGTON ST CONDO E PA	WASHINGTON ST CONDO F PA	WASHINGTON ST CONDO G PA
Municipality:	Conshohocken Borough (100%)	Conshohocken Borough (0%)	Conshohocken Borough (0%)
School District:	Colonial	Colonial	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$8,750,000.00	DEED BK 6288 PG 02432 to 02444
TAXABLE AMOUNT: \$8,750,000.00	Recorded Date: 06/27/2022 08:22:38 AM

FEES / TAXES:

Recording Fee:Deed	\$86.75
Affidavit Fee	\$1.50
Additional Pages Fee	\$16.00
Additional Parcels Fee	\$60.00
Affordable Housing Pages	\$16.00
Affordable Housing Parcels	\$2.00
State RTT	\$87,500.00
Conshohocken Borough RTT	\$43,750.00
Colonial School District RTT	\$43,750.00
Total:	\$175,182.25

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By:

Kleinbard LLC
1717 Arch Street, 5th Floor
Philadelphia, PA 19103

When Recorded, Return To:

Morgan Properties Acquisition Company LLC
c/o Morgan Properties
160 Clubhouse Road
King of Prussia, PA 19406
Attention: Michael Schecter

Tax Parcel # Tax ID / Parcel No. 05-00-11856-10-9 (UNIT E)
Tax ID / Parcel No. 05-00-11856-11-8 (UNIT F)
Tax ID / Parcel No. 05-00-11856-12-7 (UNIT G)
Tax ID / Parcel No. 05-00-11856-93-7 (UNIT H)
Tax ID / Parcel No. 05-00-11856-14-5 (UNIT J)

SPECIAL WARRANTY DEED

THIS INDENTURE is executed on June 1, 2022, and effective as of June 8, 2022, between **TPT MILLENNIUM, LLC**, a Delaware limited liability company (hereinafter called the "Grantor") and **MILLENNIUM IV LAND OWNER LLC**, a Delaware limited liability company (hereinafter called the "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of EIGHT MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$8,750,00.00) lawful money of the United States of America, unto it well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and conveyed, and by these presents does grant, bargain and sell, release and convey unto the Grantee, its successors and assigns,

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Conshohocken, Montgomery County, Commonwealth of Pennsylvania, bounded and described as set forth in the legal description attached to this Deed as Exhibit "A" and incorporated by reference.

UNDER AND SUBJECT to all covenants, conditions, restrictions, easements, rights of way and reservations of record, to the extent valid, subsisting and enforceable.

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 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 Grantor, in law, equity, or

otherwise howsoever, of, in and to the same and every part thereof.

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

UNDER AND SUBJECT, as aforesaid.

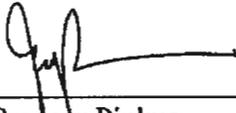
AND the Grantor, for itself and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, by these presents, that it, the Grantor and its successors and assigns, all and singular the buildings, hereditaments and premises hereby granted or mentioned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

[Signature on next page]

IN WITNESS WHEREOF, the Grantor has hereunto executed this Deed. Dated the day and year first above written.

GRANTOR:

TPT MILLENNIUM, LLC, a Delaware limited liability company

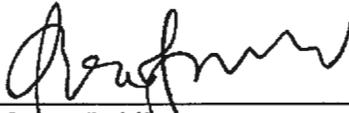
By: 
Name: Gregory Pinkus
Title: Authorized Signatory

STATE OF NEW YORK)

COUNTY OF NEW YORK)

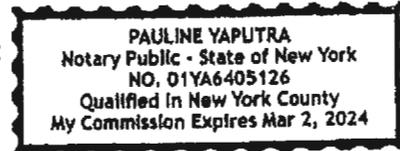
ON THIS, the 1st day of June, 2022, before me, the undersigned office, personally appeared Gregory Pinkus who acknowledged him/herself to be the Authorized Signatory of TPT MILLENNIUM, LLC, a Delaware limited liability company, and that he/she as such office, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as said officer.

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


Notary Public

My Commission expires:

(Notarial Seal)



Certification of Address

I hereby certify that the address of the within-named Grantee is:

c/o Morgan Properties
112 S. French Street, Suite 105-MP
Wilmington, DE 19801

MILLENNIUM IV LAND OWNER LLC,
a Delaware limited liability company

By: 
Name: _____
Title:

Jason A. Morgan
Vice-President

[signature page to Special Warranty Deed – Millennium IV]

Exhibit "A"**Legal Description****UNIT E**

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et see by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit E together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 2.5%.)

BEING Parcel Number: 05-00-11856-10-9 - (Unit E)

UNIT E is the same real property being described as follows:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE), SAID POINT BEING LOCATED THE FOLLOWING COURSE AND DISTANCE FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE), ALONG THE EASTERLY SIDE OF ASH STREET SOUTH 02 DEGREES 34 MINUTES 00 SECONDS WEST, 295.10 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND THE LANDS NOW OR FORMERLY CONSHOHOCKEN ASSOCIATED, L.P., SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 110.72 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND "UNIT F", SOUTH 02 DEGREES 33 MINUTES 59 SECONDS WEST, 197.16 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND THE LANDS NOW OR FORMERLY THREE TOWER BRIDGE ASSOCIATES THE FOLLOWING TWO COURSES AND DISTANCES; 1) NORTH 73 DEGREES 57 MINUTES 09 SECONDS WEST, 49.60 FEET TO A POINT, 2) NORTH 60 DEGREES 25 MINUTES 12 SECONDS WEST, 70.14 FEET TO A POINT ON THE EASTERLY SIDE OF ASH STREET, THENCE CONTINUING ALONG SAID SIDE OF ASH STREET, NORTH 02 DEGREES 34 MINUTES 00 SECONDS EAST, 153.75 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING 19,833 SF (0.455 ACRES) OF LAND MORE OR LESS.

BEING PARCEL NUMBER: 05-00-11856-10-9 - (UNIT E)

UNIT F

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et see

by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit F together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%.)

BEING Parcel Number: 05-00-11856-11-8 - (Unit F)

UNIT F is the same real property being described as follows:

BEGINNING AT A POINT AT THE NORTHWESTERN CORNER "UNIT F" AND THE NORTHEASTERN CORNER OF "UNIT E", SAID POINT BEING LOCATED THE FOLLOWING TWO COURSES AND DISTANCES FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE) AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE), 1) ALONG THE EASTERLY SIDE OF ASH STREET SOUTH 02 DEGREES 34 MINUTES 00 SECONDS WEST, 295.10 FEET TO A POINT, 2) THENCE LEAVING SAID LINE SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 110.72 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT F" AND THE LANDS NOW OR FORMERLY CONSHOHOCKEN ASSOCIATES, L.P. AND "UNIT I", SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 154.35 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT F" AND "UNIT G", SOUTH 02 DEGREES 33 MINUTES 59 SECONDS WEST, 234.16 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT F" AND THE LANDS NOW OR FORMERLY THREE TOWER BRIDGE ASSOCIATES, NORTH 73 DEGREES 57 MINUTES 09 SECONDS WEST, 158.72 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND "UNIT F", NORTH 02 DEGREES 33 MINUTES 59 SECONDS EAST, 197.16 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING. CONTAINING 33,287 SF (0.764 ACRES) OF LAND MORE OR LESS.

UNIT G

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et seq by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit G together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%.)

BEING Parcel Number: 05-00-11866-12-7 - (Unit G)

UNIT G is the same real property being described as follows:

BEGINNING AT A POINT AT THE CORNER OF THE NORTHERLY PROPERTY LINE OF "UNIT G" AND THE NORTHERLY PROPERTY LINE OF "UNIT F", SAID POINT BEING LOCATED THE FOLLOWING TWO COURSES AND DISTANCES FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE) AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE), 1) ALONG THE EASTERLY SIDE OF ASH STREET SOUTH 02 DEGREES 34 MINUTES 00 SECONDS WEST, 295.10 FEET TO A POINT, 2) THENCE LEAVING SAID LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND "UNIT F" FROM THE LANDS NOW OR FORMERLY CONSHOHOCKEN ASSOCIATES, L.P. AND WASHINGTON STREET ASSOCIATES IV. LP, SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 265.07 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND WASHINGTON STREET ASSOCIATES IV. LP, THE FOLLOWING TWO COURSES AND DISTANCES; 1) SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 55.37 FEET TO A POINT, 2) NORTH 81 DEGREES 43 MINUTES 27 SECONDS EAST, 106.55 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND THE "GENERAL COMMON ELEMENTS I" AND "UNIT H", SOUTH 02 DEGREES 34 MINUTES 01 SECONDS WEST, 253.37 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG SAID COMMON LINE SEPARATING "UNIT G" AND "UNIT H", SOUTH 36 DEGREES 34 MINUTES 30 SECONDS WEST, 34.27 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND THE LANDS NOW OR FORMERLY THREE TOWER BRIDGE ASSOCIATES THE FOLLOWING TWO COURSES AND DISTANCES; 1) NORTH 78 DEGREES 39 MINUTES 17 SECONDS WEST, 73.46 FEET TO A POINT, 2) NORTH 73 DEGREES 57 MINUTES 09 SECONDS WEST, 70.18 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING UNIT "F" AND "UNIT G", NORTH 02 DEGREES 33 MINUTES 59 SECONDS EAST, 234.16 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING 40,928 SF (0.940 ACRES) OF LAND MORE OR LESS.

UNIT H

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et seq by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit H together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%.)

BEING Parcel Number: 05-00-11856-93-7 - (Unit H)

UNIT H is the same real property being described as follows:

BEGINNING AT A POINT AT THE CORNER OF THE NORTHERLY PROPERTY LINE OF "UNIT H" AND THE EASTERLY PROPERTY LINE OF "UNIT F", SAID POINT BEING LOCATED THE FOLLOWING FOUR COURSES AND DISTANCES FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE) AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE), 1) ALONG THE EASTERLY SIDE OF ASH STREET

SOUTH 02 DEGREES 34 MINUTES 00 SECONDS WEST, 295.10 FEET TO A POINT, 2) THENCE LEAVING SAID LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND "UNIT F" FROM THE LANDS NOW OR FORMERLY CONSHOHOCKEN ASSOCIATES, L.P. AND "UNIT I", SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 320.44 FEET TO A POINT, 3) THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND "UNIT I", NORTH 81 DEGREES 43 MINUTES 27 SECONDS EAST, 106.55 FEET TO A POINT, 4) THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND "GENERAL COMMON ELEMENTS I", SOUTH 02 DEGREES 34 MINUTES 01 SECONDS WEST, 70.82 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "GENERAL COMMON ELEMENTS I" AND "UNIT A", NORTH 82 DEGREES 13 MINUTES 49 SECONDS EAST, 82.01 FEET TO A POINT, THENCE CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "UNIT A" THE FOLLOWING THREE COURSE AND DISTANCES; 1) SOUTH 07 DEGREES 46 MINUTES 11 SECONDS EAST, 15.00 FEET TO A POINT, 2) NORTH 82 DEGREES 13 MINUTES 49 SECONDS EAST, 61.00 FEET TO A POINT, 3) NORTH 07 DEGREES 46 MINUTES 11 SECONDS WEST, 17.87 FEET TO A POINT, THENCE CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "UNIT A" AND "GENERAL COMMON ELEMENTS III", NORTH 82 DEGREES 15 MINUTES 33 SECONDS EAST, 82.58 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "UNIT J", SOUTH 07 DEGREES 43 MINUTES 51 SECONDS EAST, 276.12 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND THE LANDS NOW OR FORMERLY CONSHOHOCKEN BOROUGH, SOUTH 87 DEGREES 28 MINUTES 24 SECONDS WEST, 292.22 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND THE LANDS NOW OR FORMERLY THREE TOWER BRIDGE ASSOCIATES, NORTH 04 DEGREES 02 MINUTES 12 SECONDS EAST, 43.41 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "UNIT G" THE FOLLOWING TWO COURSE AND DISTANCES; 1) NORTH 36 DEGREES 34 MINUTES 30 SECONDS EAST, 34.27 FEET TO A POINT, 2) NORTH 02 DEGREES 34 MINUTES 01 SECONDS EAST, 182.55 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.
CONTAINING 65,448 SF (1.502 ACRES) OF LAND MORE OR LESS.

UNIT J

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et seq by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit J together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%.)

BEING Parcel Number: 05-00-11856-14-5 - (Unit J)

UNIT J is the same real property being described as follows:

BEGINNING AT A POINT AT THE NORTHEASTERN CORNER OF "UNIT J" ALONG THE WESTERLY BOUNDARY OF "UNIT D", SAID POINT BEING LOCATED THE FOLLOWING SIX

COURSES AND DISTANCES FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE) AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE); 1) CONTINUING ALONG SAID TITLE LINE, ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING THE RADIUS 2,561.71 FEET, THE ARC LENGTH 225.73 FEET, THE CHORD BEARING SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, AND THE CHORD LENGTH 225.66 FEET TO A POINT, 2) THENCE LEAVING SAID LINE SOUTH 02 DEGREES 36 MINUTES 00 SECONDS WEST, 25.10 FEET TO A POINT ON THE SOUTHERLY SIDE OF WASHINGTON STREET, 3) THENCE CONTINUING ALONG SAID SIDE, ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING THE RADIUS 2,586.71 FEET, THE ARC LENGTH 254.77 FEET, THE CHORD BEARING NORTH 84 DEGREES 43 MINUTES 15 SECONDS EAST, 254.61 FEET TO A POINT, 4) THENCE ALONG SAID LINE NORTH 81 DEGREES 54 MINUTES 00 SECONDS EAST, 313.73 FEET TO A POINT, 5) THENCE LEAVING SAID LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT C" AND "GENERAL COMMON ELEMENTS II" AND "UNIT D", SOUTH 07 DEGREES 43 MINUTES 51 SECONDS EAST, 305.61 FEET TO A POINT, 6) THENCE CONTINUING ALONG SAID COMMON LINE SEPARATING "UNIT D" AND "GENERAL COMMON ELEMENTS II", SOUTH 82 DEGREES 13 MINUTES 49 SECONDS WEST, 11.00 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND "UNIT D", SOUTH 07 DEGREES 43 MINUTES 51 SECONDS EAST, 336.66 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND THE LANDS NOW OR FORMERLY CONSHOCKEN BOROUGH THE FOLLOWING TWO COURSE AND DISTANCES; 1) SOUTH 79 DEGREES 36 MINUTES 09 SECONDS WEST, 6.23 FEET TO A POINT, 2) SOUTH 87 DEGREES 28 MINUTES 24 SECONDS WEST, 188.76 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND UNIT H", NORTH 07 DEGREES 43 MINUTES 51 SECONDS WEST, 276.12 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND "GENERAL COMMON ELEMENTS III" AND "UNIT B", NORTH 82 DEGREES 15 MINUTES 33 SECONDS EAST, 90.55 FEET TO A POINT, THENCE CONTINUING ALONG SAID COMMON LINE SEPARATING "UNIT J" AND "UNIT B" THE FOLLOWING FIVE COURSES AND DISTANCES; 1) SOUTH 07 DEGREES 46 MINUTES 11 SECONDS EAST, 18.00 FEET TO A POINT, 2) NORTH 82 DEGREES 13 MINUTES 49 SECONDS EAST, 60.00 FEET TO A POINT, 3) NORTH 07 DEGREES 46 MINUTES 11 SECONDS WEST, 27.29 FEET TO A POINT, 4) NORTH 82 DEGREES 09 MINUTES 40 SECONDS EAST, 23.57 FEET TO A POINT, 5) NORTH 07 DEGREES 46 MINUTES 11 SECONDS WEST, 34.31 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND "GENERAL COMMON ELEMENTS II", NORTH 82 DEGREES 13 MINUTES 49 SECONDS EAST, 20.12 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING. CONTAINING 55,362 SF (1.271 ACRES) OF LAND MORE OR LESS.

WITH respect to the Units E, F, G, H, and J:

TOGETHER with rights granted in the Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514.

TOGETHER with rights granted in the Amended and Restated Protective Covenants Agreement between Washington Street Associates II, L.P., a Pennsylvania Limited Partnership; Washington Street Associates V, LP., a Pennsylvania Limited Partnership; Millennium Condominium Association, a Pennsylvania non-profit corporation and a condominium association formed pursuant to the provisions of the Pennsylvania

Uniform Condominium Act; and Washington Street Associates Residential Partners, L.P., a Delaware limited partnership dated 1/20/2006 and recorded in Deed Book 5588 page 1216 on 1/27/2006.

TOGETHER with rights granted in the Easement Agreement between Washington Street Associates Residential Partners, L.P., a Delaware limited partnership; Washington Street Associates II, LP., a Pennsylvania Limited Partnership; Washington Street Associates IV, L.P., a Pennsylvania Limited Partnership; and Millennium Condominium Association, a Pennsylvania non-profit corporation and a condominium association formed pursuant to the provisions of the Pennsylvania Uniform Condominium Act dated 1/20/2006 and recorded in Deed Book 5588 page 1245 on 1/27/2006.

TOGETHER with rights granted in the Amended and Restated Parking Garage and Access Easement Agreement between Washington Street Associates II, L.P., a Pennsylvania Limited Partnership; Millennium Condominium Association, a Pennsylvania non-profit corporation and a condominium association formed pursuant to the provisions of the Pennsylvania Uniform Condominium Act; Conshohocken Associates, L.P., a Pennsylvania limited partnership; and Washington Street Associates IV, L.P., a Pennsylvania Limited Partnership dated 3/30/2007 and recorded in Deed Book 5642 page 1733 on 4/11/2007.

TOGETHER with rights granted in the Declaration of Access and Utilities Easement agreement between The Borough of Conshohocken, a Commonwealth municipality operating under the Borough Code of the Commonwealth of Pennsylvania; Washington Street Associates II, L.P., a Pennsylvania Limited Partnership; and WSA II Boat, LLC, a Pennsylvania limited liability company dated 2/15/2000 and recorded in Deed Book 5309 page 1641. Terms of which are further clarified in the Access, Parking and Construction Cross Easement Agreement between Washington Street Associates II, L.P., a Pennsylvania Limited Partnership; Washington Street Associates IV, L.P., a Pennsylvania Limited Partnership; Millennium Condominium Association, a Pennsylvania non-profit corporation and a condominium association formed pursuant to the provisions of the Pennsylvania Uniform Condominium Act; and The Borough of Conshohocken, a Commonwealth municipality operating under the Borough Code of the Commonwealth of Pennsylvania dated September 28, 2007 and recorded in Deed Book 5667 page 2205 on October 9, 2007.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-11856-10-9 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO E
TPT MILLENNIUM LLC \$15.00
B 018 L E U 028 4345 06/22/2022 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-11856-93-7 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO H
TPT MILLENNIUM LLC \$15.00
B 018 L H U 025 4345 06/22/2022 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-11856-11-8 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO F
TPT MILLENNIUM LLC \$15.00
B 018 L F U 029 4345 06/22/2022 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-11856-14-5 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO J
TPT MILLENNIUM LLC \$15.00
B 018 L J U 032 4345 06/22/2022 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-11856-12-7 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO G
TPT MILLENNIUM LLC \$15.00
B 018 L G U 030 4345 06/22/2022 JG

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:
 Book: Page:
 Instrument Number:
 Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) TPT Millennium, LLC	Telephone Number (212) 753-5100	Grantee(s)/Lessee(s) Millennium IV Land Owner LLC	Telephone Number (610) 265-2650
Mailing Address c/o Terra Capital Partners, 805 Third Avenue, 8th Floor		Mailing Address c/o Morgan Properties, 112 S. French Street, Suite 105-MP	
City New York	State NY	ZIP Code 10022	City Wilmington
			State DE
			ZIP Code 19801

SECTION II REAL ESTATE LOCATION

Street Address 227 Washington Street, Unit E, F, G, H, J	City, Township, Borough Conshohocken
County Montgomery	School District COLONIAL
Tax Parcel Number 05-00-11856-10-4, 05-00-11856-11-8, 05-00-11856-12-7, 05-00-11856-93-7 and 05-00-11856-14-5	

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 8,750,000.00	2. Other Consideration +	3. Total Consideration = 8,750,000.00
4. County Assessed Value See Attachment	5. Common Level Ratio Factor x 2.24	6. Computed Value = 587,216.00

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

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
--------------------------------------------	--------------------------------------------------------------	--------------------------------------------------------

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or Intestate succession. _____ (Name of Decedent) (Estate File Number)
 - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
 - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
 - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

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

Name Christopher R. Sullivan	Telephone Number (215) 528-2000
Mailing Address Kleinbard, 1717 Arch St., 5th Floor	City Philadelphia
	State PA
	ZIP Code 19103

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 *6/22/22*

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



1830019105

1830019105

ATTACHMENT TO
PENNSYLVANIA REAL TRANSFER TAX STATEMENT OF VALUE

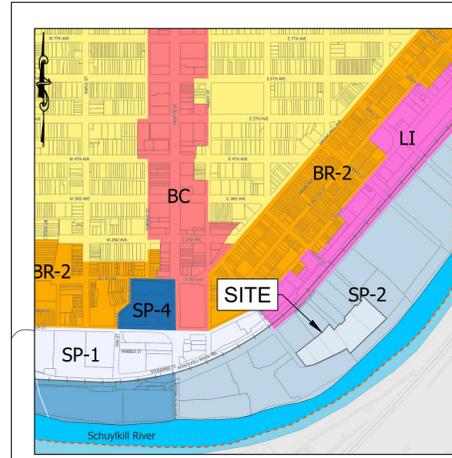
Grantor: TPT Millennium, LLC

Grantee: Millennium IV Land Owner LLC

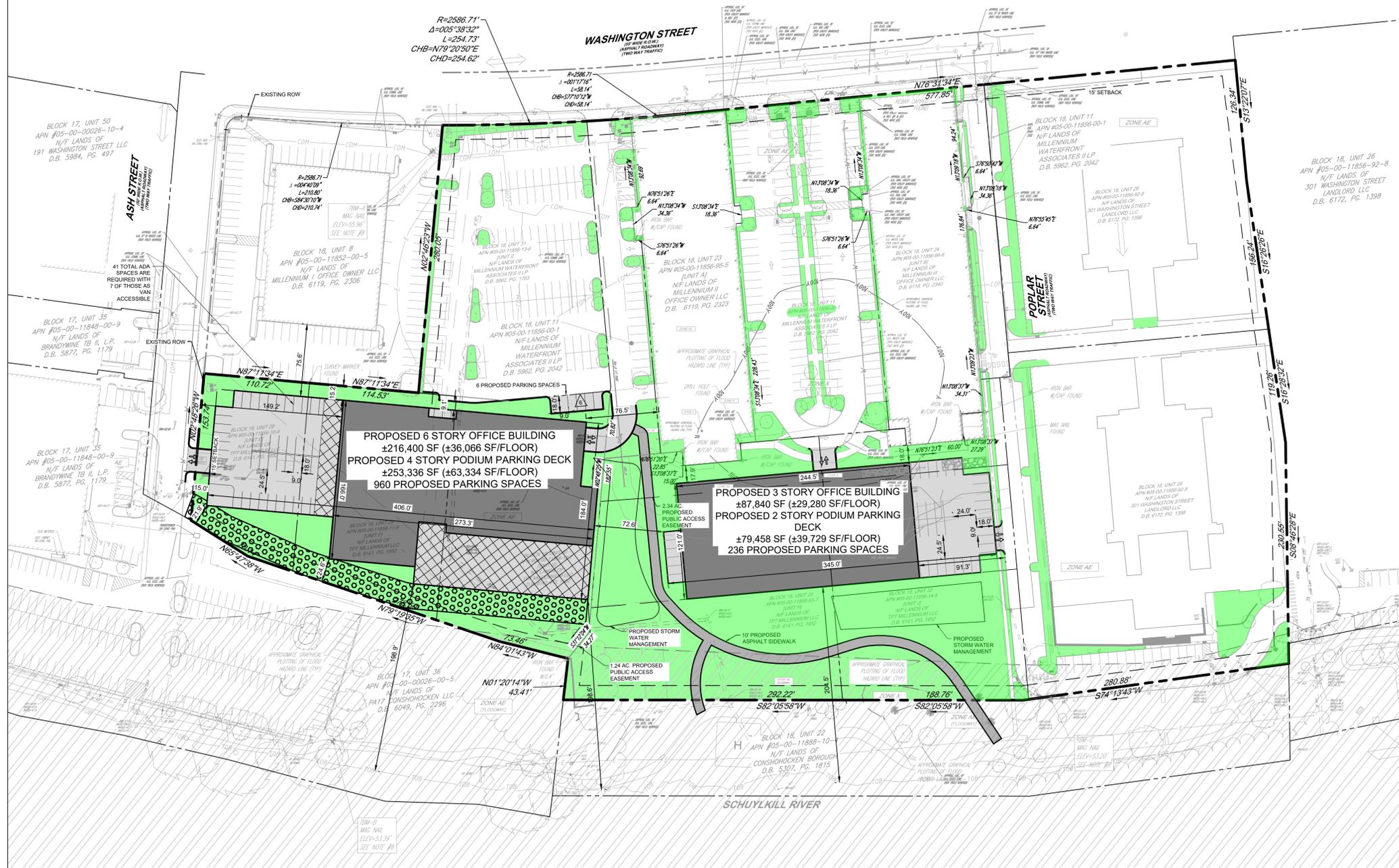
Date of Deed:

Address	Tax Parcel No.	Assessed Value	Computed Value
227 Washington St., Unit E	05-00-11856-10-9	\$24,200	\$54,208.00
227 Washington St., Unit F	05-00-11856-11-8	\$40,600	\$90,944.00
227 Washington St., Unit G	05-00-11856-12-7	\$49,950	\$111,888.00
227 Washington St., Unit H	05-00-11856-93-7	\$79,850	\$178,864.00
227 Washington St., Unit J	05-00-11856-14-5	\$67,550	\$151,312.00
		Total:	\$587,216.00

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of 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
BOROUGH OF CONSHOHOCKEN
SCALE: N.T.S.



SITE PLAN STATISTICS

SITE ADDRESS: WASHINGTON STREET CONDO J CONSHOHOCKEN, PA 19428
 MUNICIPALITIES: BOROUGH OF CONSHOHOCKEN, MONTGOMERY COUNTY
 ZONING DISTRICT: SP-2 - SPECIALTY PLANNED DISTRICT 2
 PARCEL INFORMATION: 050011856001, 050011856046, 050011856028, 050011856145, 050011856001, 050011856955, 050011856937, 050011856136, 050011856127
 EXISTING USE: RESIDENTIAL AND OFFICE SPACE
 PROPOSED USE: RESIDENTIAL AND OFFICE SPACE
 LOT AREA: GROSS: 587,769 SF (13.49 ACRES)
 PLAN REFERENCE: BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY CONTROL POINT ASSOCIATES DATED: 02/12/2024

THE BOROUGH OF CONSHOHOCKEN HERBY APPROVES THE FOLLOWING WAIVERS REQUESTED FOR THE PROJECT:

SECTION 104 TO PERMIT NEGOTIATION OF PARK OR RECREATIONAL FACILITIES, LAND AND/OR FEES
 SECTION 26.1.A.1 SHOW EXISTING FEATURES WITHIN 100' OF THE SITE
 SECTION 44.C.6.0. TO PROVIDE A 24' MINIMUM AISLE WIDTH FOR
 SECTION 44.C.7. TO PROVIDE A 5' MINIMUM RADIUS OF CURBLINE CURVATURE
 SECTION 45.A.3. TO PROVIDE A 15' MINIMUM WIDTH FOR SIDEWALKS

AND THE PLANTING OF TREES ALONG WASHINGTON STREET AGAINST THE WALL RATHER THAN IN THE VERGE.

THE BOROUGH OF CONSHOHOCKEN ZONING HEARING BOARD HERBY GRANTED THE FOLLOWING VARIANCES ON JULY 25, 2007 REQUESTED FOR THE PROJECT:

SECTION 17.5.C.3. DEVELOPMENT WITHIN 50' OF THE TOP OF BANK
 SECTION 17.5.G.2.c. STANDARDS FOR COMPLETELY DRY FLOOD-PROOFING
 SECTION 20.7.I. TO PROVIDE MORE THAN ONE ACCESS FOR THE SUBJECT PROPERTY FROM MINIMUM WIDTHS FOR PRIVATE DRIVES
 SECTION 20.7.L.

THE BOROUGH OF CONSHOHOCKEN COUNCIL GRANTED THE FOLLOWING CONDITIONAL USE APPROVALS REQUESTED FOR THE PROJECT:

SECTION 15.2.P.3. TO CONSTRUCT MULTIFAMILY RESIDENCES
 SECTION 15.4.B.3. TO RESERVE THE RIGHT TO TRANSFER FLOOD AREA
 SECTION 17.5.E.4. TO ALLOW STORM SEWERS OUTFALLS WITHIN THE FLOODWAY
 SECTION 17.5.E.5. TO ALLOW PAVED DRIVEWAYS AND PARKING LOTS WITHIN THE FLOODWAY

PARKING REQUIREMENTS

BOROUGH OF CONSHOHOCKEN	
ITEMS	GROSS SQUARE FOOTAGE/TOTAL
OFFICE REQUIREMENTS: 3 SPACES PER 100 FT OF FLOOR AREA	
MILLENNIUM TWO	68,360 SF
MILLENNIUM THREE	69,690 SF
LONDONBURY BUILDING D	5,730 SF
PROPOSED OFFICE BUILDING 1	216,400 SF
PROPOSED OFFICE BUILDING 2	87,840 SF
TOTAL OFFICE REQUIREMENT	(448,020 SF/1000 SF) x 3 = 1,344 SPACES
RESIDENTIAL REQUIREMENTS: 1.2 SPACES PER UNIT	
LONDONBURY BUILDING A	161 RESIDENTIAL UNITS
LONDONBURY BUILDING B	74 RESIDENTIAL UNITS
LONDONBURY BUILDING C	74 RESIDENTIAL UNITS
TOTAL RESIDENTIAL REQUIREMENT	1.2 x 309 = 371 SPACES
TOTAL REQUIRED PARKING:	1,715 SPACES

ZONING STANDARDS:

BOROUGH OF CONSHOHOCKEN (SP-2)			
ITEMS	REQUIRED	EXISTING	PROPOSED BUILDING
YARD SETBACKS §27-1505			
MINIMUM FRONT YARD (PARKING & STRUCTURE)	15 FT FROM ROW	17.6 FT	15 FT (C)
MINIMUM BUILDING SEPERATION	75 FT	>75 FT	>75 FT (C)
MINIMUM BUILDING SEPERATION ON SAME LOT/PARCEL	30 FT	> 30 FT	17.9 FT (V)
INTENSITY RATIOS §27-1504			
MAXIMUM IMPERVIOUS COVERAGE	70%	69.4 %	79.0 % (V)
MINIMUM OPEN SPACE	15%	31.6%	21.0 % (C)
MISCELLANEOUS			
MINIMUM LOT AREA §27-1504	1 AC (43,560 SF)	13.49 AC (587,769 SF)	13.49 AC (587,769 SF) (C)
PARKING §27-2011	1,715 SPACES	972 SPACES	2,001 SPACES (C)
MAXIMUM BUILDING FRONTAGE §27-1509	350 FT*	< 250 FT	273.3 FT (CU)*
MAXIMUM BUILDING HEIGHT §27-1503	230 FT**	<85 FT	<230 FT (CU)**
MAXIMUM ACCESS DRIVEWAY WIDTH §27-2007	30 FT	24 FT	24 FT (C)
PRIVATE DRIVE CURBLINE SETBACK §27-1505	25 FT	25 FT	25 FT (C)
MAXIMUM FLOOR TO AREA RATIO §27-1504	1.5	0.70	(778,222 SF) / (587,769 SF) = 1.3 (C)

LEGEND:
 (C) = COMPLIES
 (V) = VARIANCE
 (CU) = CONDITIONAL USE

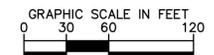
ADDITIONAL VARIANCES REQUESTED FOR §27-1505 B.2 AND §27-1714.

*§27-1509.2: APPLICANT MEETS CONDITIONS SET FORTH TO INCREASE BUILDING FRONTAGE TO 350 FT.
 A. FACADE BREAKS SHALL BE PROVIDED SO THAT NO MORE THAN 50 FEET OF BUILDING IS A CONSISTENT FACADE.
 B. BUILDING IS PROPOSED TO BE 273 FT LONG. THIS WOULD REQUIRE AN ADDITIONAL 5% OF OPEN SPACE BEYOND THE REQUIRED 15%. PROPOSED PLAN PROVIDES 20% AS REQUIRED.
 C. THE LOT DOES NOT FRONT THE SCHUYLKILL RIVER.

*§27-1503.3: APPLICANT MEETS CONDITIONS SET FORTH TO INCREASE MAXIMUM HEIGHT TO 230 FT.
 A. SITE IS ZONED SP-2.
 B. LOT AREA IS 13.49 AC.
 C. BUILDING IS LOCATED <2,000 FT FROM THE CONSHOHOCKEN SEPTA RAIL STATION. *VARIANCE REQUESTED.
 D. THE DEVELOPMENT INCLUDE AMENITY SPACE THAT SHALL BE PRESERVED FOR PUBLIC EVENTS.

NOTE: AREA CALCULATIONS ARE BASED ON THE HIGHLIGHTED AREA SHOWN ON THE OVERALL SITE PLAN. ALL UNITS WITHIN THE OVERALL PROPERTY, AND ANY INTERNAL ENCROACHMENTS BETWEEN UNITS, ARE IN COMMON OWNERSHIP BY AFFILIATES OF MORGAN PROPERTIES. THE ENCROACHMENTS WILL BE GOVERNED BY LICENSE AGREEMENTS BETWEEN THE RESPECTIVE OWNERS.

LEGEND	
	EXISTING 100-YR FEMA FLOODPLAIN
	EXISTING 100-YR FEMA FLOODPLAIN HATCH
	EXISTING FEMA FLOODWAY
	EXISTING FEMA FLOODWAY HATCH
	EXISTING PROPERTY LINE
	EXISTING WATERCOURSE TOP OF BANK
	EXISTING COMMUNICATION CONDUIT
	EXISTING NATURAL GAS SERVICE PIPE
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING WATER PIPING
	EXISTING SANITARY SEWER PIPE
	YARD SETBACK LINE
	ULTIMATE RIGHT-OF-WAY LINE
	INTERNAL LOT LINES
	EXISTING EASEMENT
	PROPOSED EASEMENT
	PROPOSED CURB LINE
	PROPOSED BUILDING FOOTPRINT
	PROPOSED ASPHALT SIDEWALK
	PROPOSED STANDARD DUTY ASPHALT
	EXISTING GRAVEL
	PROPOSED OUTDOOR DECK AREA
	PROPOSED ACCESS DRIVEWAY
	OPEN SPACE



CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN PHASE - STOP CALL
 PA 1
 SERIAL NUMBER: (SERIAL NUMBER)

No.	REVISIONS	DATE

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	112934000
DATE	07/26/2024
SCALE	AS SHOWN
DESIGNED BY	JEBZ
DRAWN BY	KDR
CHECKED BY	JO

ZONING PLAN

M4 OFFICE BUILDINGS
 PREPARED FOR
 MORGAN PROPERTIES
 ACQUISITION COMPANY, LLC
 BOROUGH OF CONSHOHOCKEN PA
 SHEET NUMBER
Z-002



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 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



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: 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'.

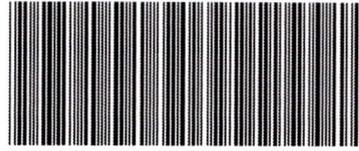
Section 27-1007(1): The Applicant appeals from the determination of the Zoning Officer that this Section is applicable to the project. Section 27-1007(1) provides: "There shall be no parking lots or required off-street parking spaces permitted *between the front wall of a principal structure and the 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.

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
B 027 U 050 L 1101 DATE: 08/12/2008

\$5.00
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:

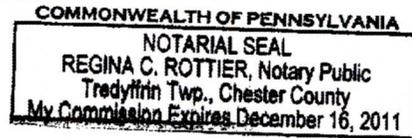
County of Chester :

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

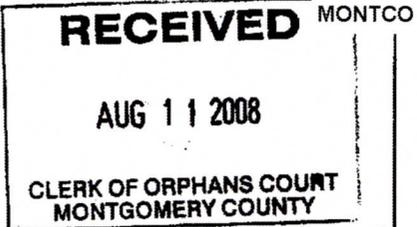


The address of the above-named Grantee is:

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.

Joanne C. McCann

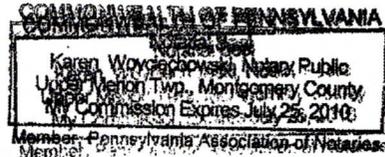
JOANNE C. MCCANN

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 Wojciszewski

Notary Public



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 St
City Conshohocken State PA Zip Code 19388 City Conshohocken State PA Zip Code 19388

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

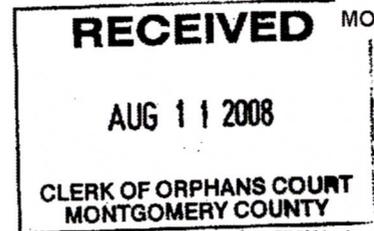
- Will or intestate succession Robert Bruce Bollenjeau 46-04-3682
(Name of Decedent) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete 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

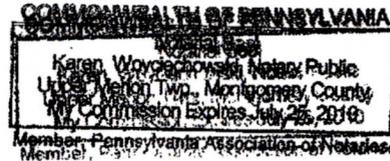
JOANNE C. MCCANN

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

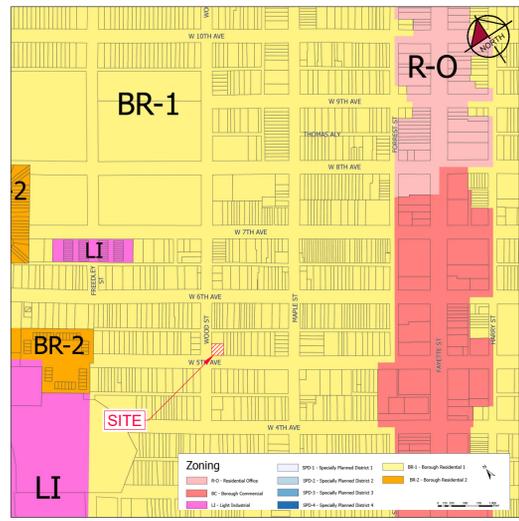
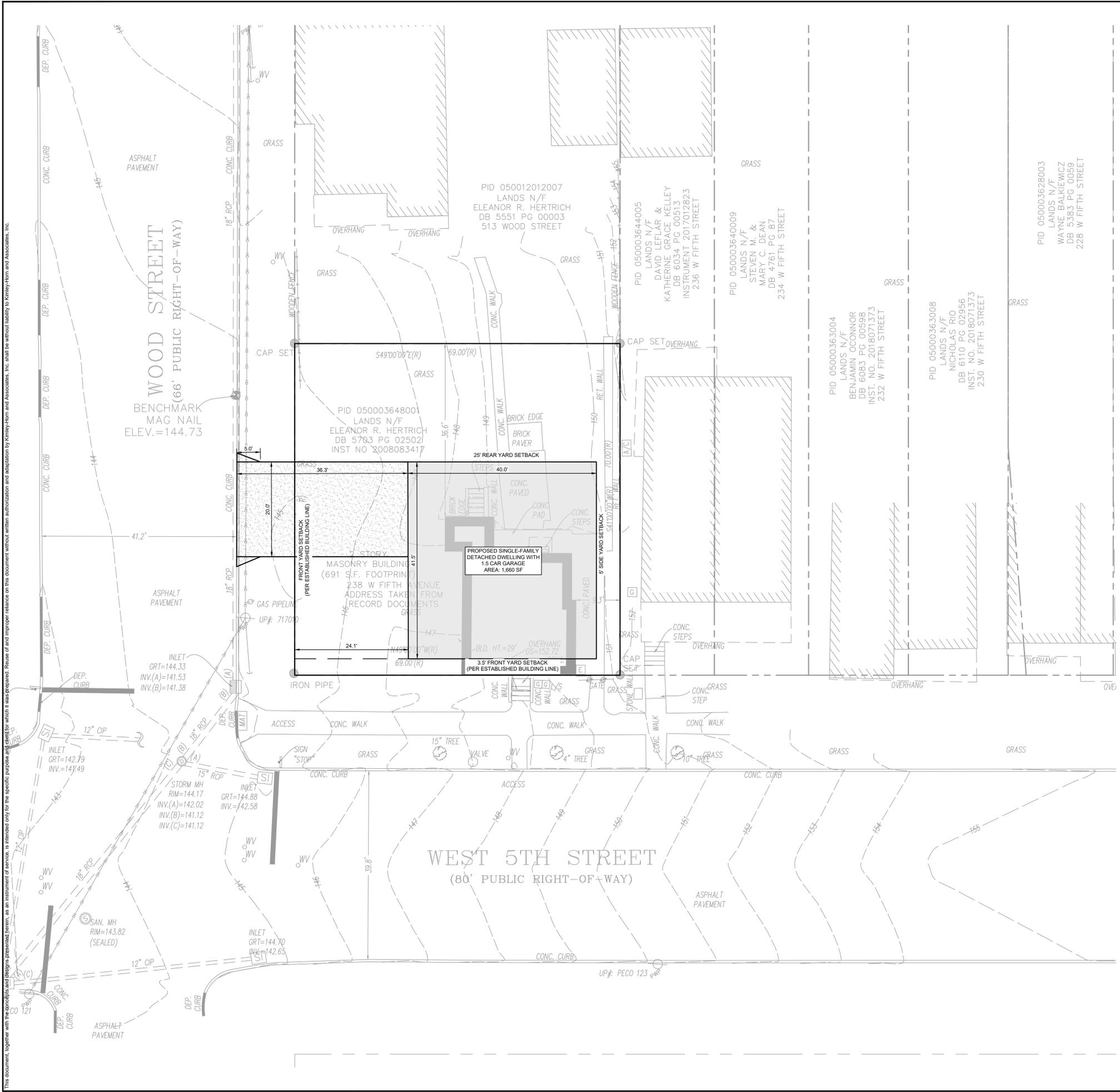
Notary Public



LAW OFFICES
MINO & HOBY
LLC
DARBY ROAD
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 WOOD 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

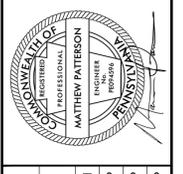
GRAPHIC SCALE IN FEET
0 5 10 20

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

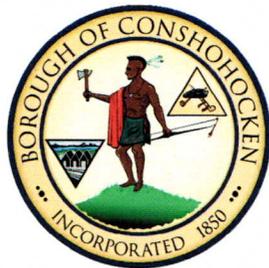
Individual Attorney in Fact

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

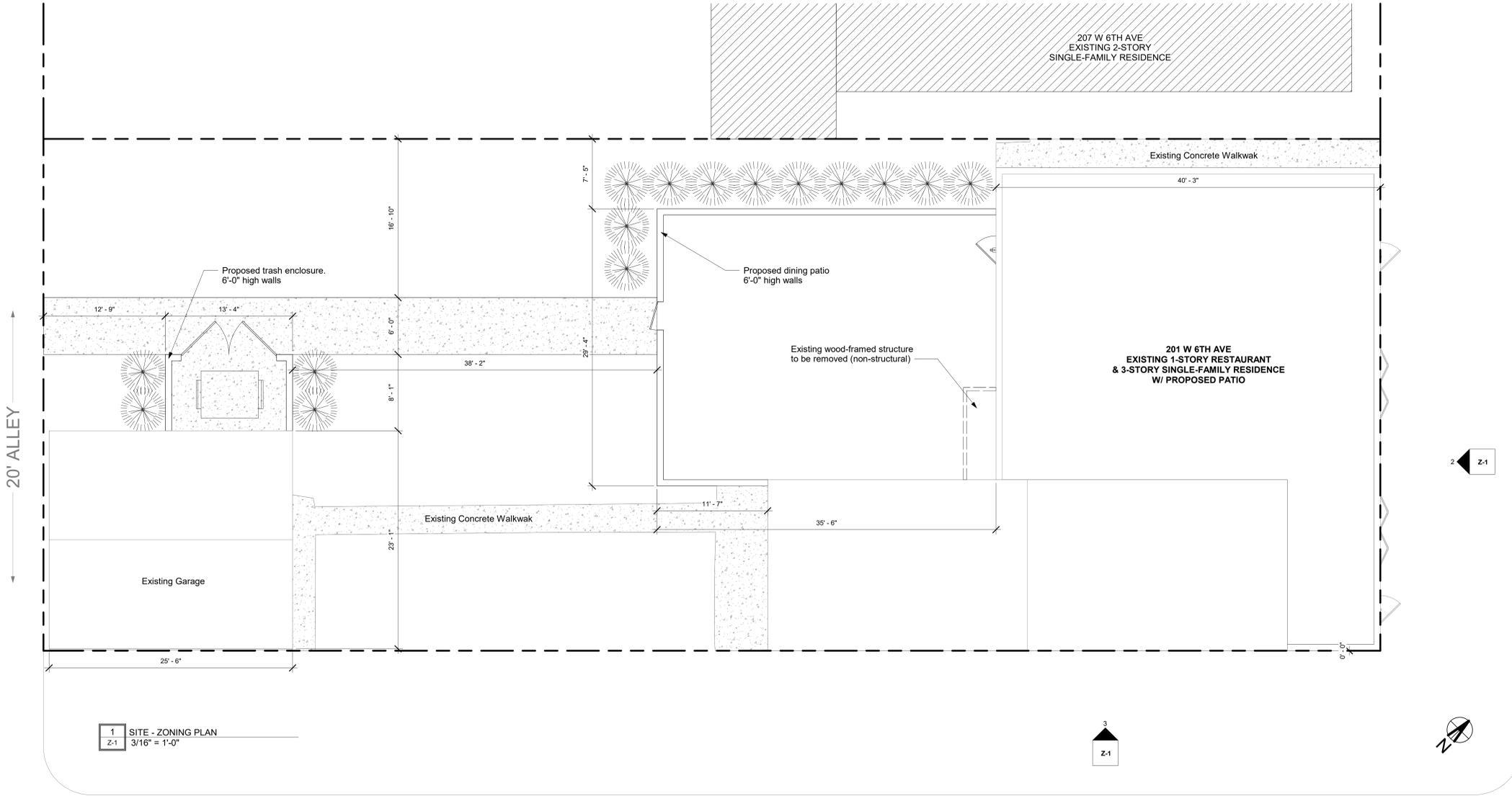
MOTION:

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%

3,111 SF

Proposed Building Coverage: 54%
4,103 SF (+992 SF patio)

Existing Building SF: 4,781 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)

4,547 SF

Existing Impervious Coverage: 75.54%
5,724 SF

Proposed Impervious Coverage: 65.85%
4,990 SF

Lot Use: Restaurant (Existing, nonconforming)

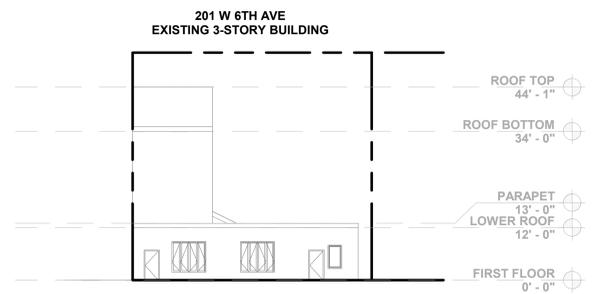
REVISIONS

ITEM	DATE	REMARKS

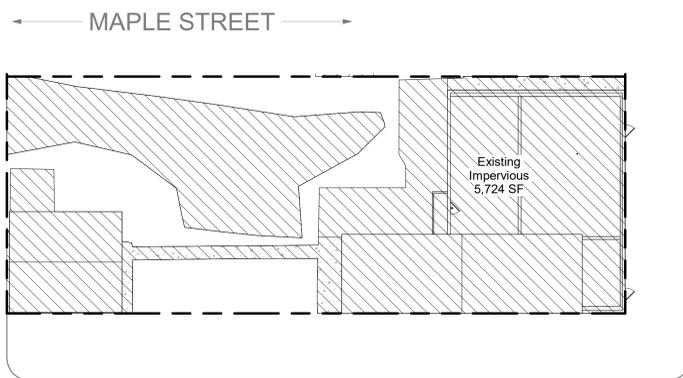
JLS ARCHITECTS, LLC

111 Redbank Ave
Glen Mills, PA 19038
484-809-9151
www.jlsarchitects.com

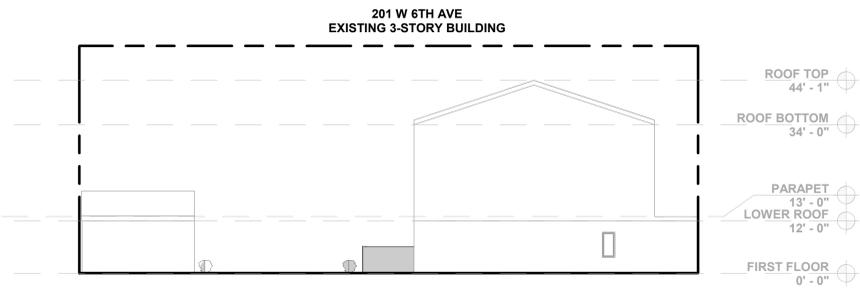
JLS ARCHITECTS^{LLC}



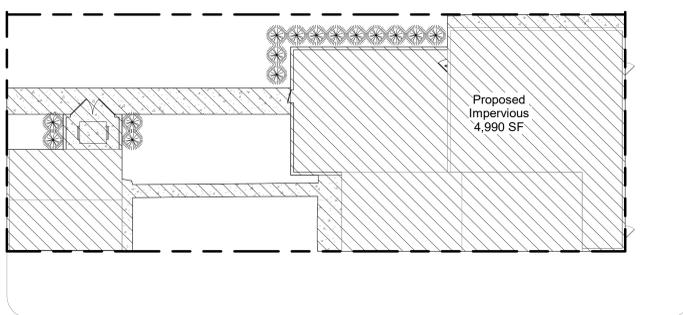
2 ZONING ELEVATION - NORTHEAST
Z-1
1/16" = 1'-0"



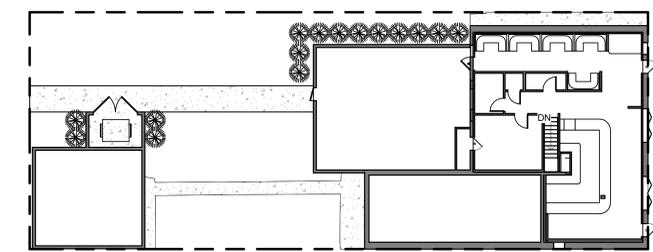
4 IMPERVIOUS COVERAGE PLAN - EXISTING
Z-1
1/16" = 1'-0"



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



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



ISSUED FOR:

ZONING

11 APRIL 2024

ARCHITECTURAL ZONING DRAWING

Scale: As indicated

Drawn by: BLG

Project: 24-012A

Date: 13 FEB 2024

Z-1

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