

August 13, 2020 Planning Commission Meeting

541 E Hector St Conditional Use Packet (page 2)

541 E Hector St Land Development Packet (page 47)



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

Zoning Application

Application: _____
Date Submitted: _____
Date Received: _____

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Section 27-1903(B)(11) - Building height in Residential Overlay District

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

541 E. Hector Street, Conshohocken, PA 19428, Parcel No. 05-00-05916-00-1

4. Applicant's Name: **Craft Custom Homes, LLC**

Address: **231 Redwood Road, King of Prussia, PA 19406**

Phone Number (daytime): **(610) 337-2435**

E-mail Address: **ryan.andrew@chariotservices.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: **60 x 200** Zoning District: **LI with Residential Overlay District**

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

Yes No If yes, please describe.

In re: Application of Craft Custom Homes, LLC regarding 541 E. Hector Street, No. 2018-17. See Decision of the Board dated December 19, 2018. Relief granted special exception to allow expansion of nonconforming use (Section 27-703(E)(6)); Variance to allow greater density of residential units 33 per acre (Section 27-1903(B)(2)); Variance to allow parking area to be under the building rather than the rear of the building (Section 27-1903(B)(9)); and Variance to allow minimum tract area of 12,000 SF rather than 1 acre (Section 27-1903(B)(12)).

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

Vacant office/warehouse building.

10. Please describe the proposed use of the property.

Applicant proposes to redevelop the subject property with a 12 unit residential building over a 25 space parking garage constructed within the current footprint of existing office/warehouse building, with a building height of 40 feet.

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

See attached Plans.

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

Applicant previously obtained zoning relief with regard to Plans that specified a 40 ft. tall building. The Zoning Application was reviewed by Council which was in support of the project as was the Zoning Hearing Board by virtue of the grant of the requested relief. Buildings in the LI District can be 40 ft. The Applicant proposes the subject 4 story building to be 40 ft. By conditional use, the building can exceed 35 ft. per Section 27-1903(B)(11).

13. If a Variance is being requested, please describe the following: **Not Applicable.**

a. The unique characteristics of the property: _____

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

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

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

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

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

Not Applicable.

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

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

Not Applicable.

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

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

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

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

a. Attorney's Name: Edward J. Hughes, Esquire

b. Address: 1250 Germantown Pike, Suite 205, Plymouth Meeting, PA 19462

c. Phone Number: (610) 279-6800

d. E-mail Address: ehughes@hkolaw.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.

Craftsman Homes, LLC

By: Ryan Alexaki

Applicant Ryan Alexaki, Member

Craftsman Homes, LLC

By: Ryan Alexaki

Legal Owner Ryan Alexaki, Member

6/2/2020

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 2nd day of June, 2020.

Dana R. Carbone

Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Dana R. Carbone, Notary Public
Montgomery County
My commission expires February 11, 2023
Commission number 1023164
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:

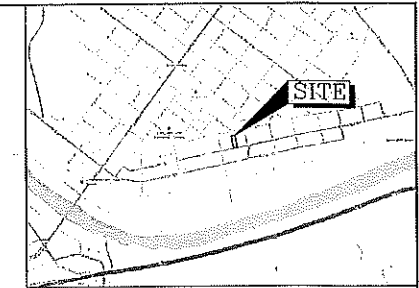
BY ORDER OF THE ZONING HEARING BOARD

	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"/>

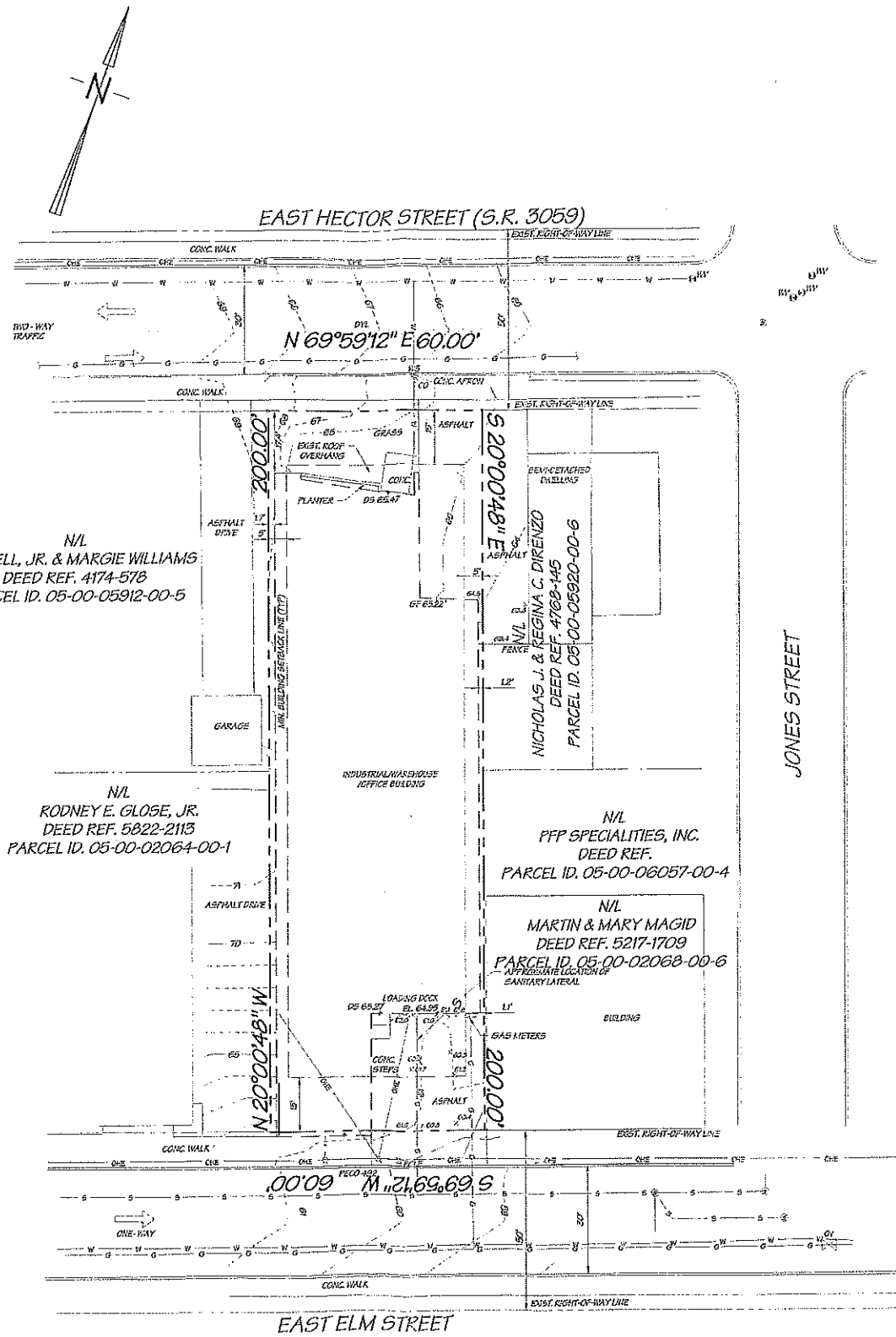
DATE OF ORDER: _____



AERIAL MAP
SCALE 1/207



LOCATION MAP
NOT TO SCALE



N/L
RUSSELL, JR. & MARGIE WILLIAMS
DEED REF. 4174-578
PARCEL ID. 05-00-05912-00-5

N/L
RODNEY E. GLOSE, JR.
DEED REF. 5822-2113
PARCEL ID. 05-00-02064-00-1

N/L
NICHOLAS J. & REGINA C. DIRENZO
DEED REF. 4768-145
PARCEL ID. 05-00-05920-00-6

N/L
PFP SPECIALTIES, INC.
DEED REF. 5217-1709
PARCEL ID. 05-00-06057-00-4

N/L
MARTIN & MARY MAGID
DEED REF. 5217-1709
PARCEL ID. 05-00-02068-00-6

SHEET INDEX
EXISTING CONDITIONS PLAN
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
EROSION AND SEDIMENTATION CONTROL PLAN
DETAIL SHEET 1
DETAIL SHEET 2
* TO BE RECORDED



GENERAL NOTES

- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON AUGUST 6, 2019.
- HORIZONTAL READINGS ARE ASSUMED FROM AZIMUTH READINGS. VERTICAL DATUM IS REFERENCED TO NAVD83.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC (VCELL) WAS CONTRACTED TO PERFORM, EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC (VCELL).
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. VASTARDIS CONSULTING ENGINEERS, LLC (VCELL) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. VCELL DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, VCELL SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. VCELL HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
- THIS PROPERTY IS LOCATED OUTSIDE OF THE FEMA DESIGNATED FLOOD ZONE AND IS THEREFORE NOT LOCATED WITHIN THE BOROUGH FLOOD PLAIN CONSERVATION DISTRICT.

ZONING REQUIREMENT
ILLUMINATED INDUSTRIAL DISTRICT

	REQUIRED	EXISTING
LOT AREA	12,000 S.F.	12,000 S.F. (NET)
MIN. FRONT YARD SETBACK*	25 FT.	71.2 FT. (EXISTING NON-COMFORMING)
MIN. REAR YARD SETBACK**	15 FT.	N/A
MIN. SIDE YARD SETBACK**	10 FT.	11 FT. (EXISTING NON-COMFORMING)
MAX. BUILDING COVERAGE	50%	72.5% (EXISTING NON-COMFORMING)
MAX. SUPERSTORY SURFACES	75%	81.0% (EXISTING NON-COMFORMING)
MAX. BUILDING HEIGHT	40 FT.	35 FT.

- * EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.
- ** EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 15'.
- *** EXISTING NON-COMFORMING REFER TO THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE FOR COMPLETE TEXT OF ALL REGULATIONS.

PROPERTY OWNER

CRAFT CUSTOM HOMES, LLC
251 REDWOOD ROAD
RING OF PIRGELA, 19406

PROPERTY INFORMATION

DEED REF. 8396-1568
PARCEL ID. 05-00-05916-00-1
NET LOT AREA 12,000 S.F.

IMPERVIOUS COVERAGE

	EXISTING
BUILDING	8,207 S.F.
ASPHALT	1,084 S.F.
CONCRETE	86 S.F.
TOTAL	9,377 S.F.
LANDSCAPE	1,078 S.F.

LEGEND

- EXIST. 2' CONTOURS
- EXIST. 1' CONTOURS
- - - EXIST. BOUNDARY LINE
- EXIST. RIGHT-OF-WAY
- EXIST. BUILDING SETBACK LINE
- W EXIST. WATER LINE
- O EXIST. UNDERGROUND GAS LINE
- S EXIST. SANITARY GOWER LINE
- CHE EXIST. OVERHEAD ELECTRIC LINE
- X 60.0 EXIST. SPOT ELEVATION
- X 62.0 EXIST. DOOR SILL ELEVATION
- 1/2" EXIST. WATER SERVICE
- 1/4" EXIST. WATER VALVE
- 6" EXIST. SANITARY MANHOLE
- 18" EXIST. CLEANOUT
- EXIST. UTILITY POLE

NUM.	DATE	REVISION
3	05-01-20	REVISED PER BOROUGH CONSULTANT REVIEW
2	01-06-20	REVISED PER BOROUGH ENGINEER REVIEW
1	08-22-19	REVISED PER ZONING/TOWNSHIP ENGINEER REVIEWS

VASTARDIS
CONSULTING ENGINEERS, LLC
28 Harry Lane | Malvern, PA 19354 | P: 610.844.9493 | F: 610.844.3199 | Email: info@vastardis.com

PLAN PREPARED FOR:

CRAFT CUSTOM HOMES, LLC
541 E. HECTOR STREET

BOROUGH OF CONSHOHOCKEN MONTGOMERY COUNTY PENNSYLVANIA

EXISTING CONDITIONS PLAN

DESIGNED BY	SM
CHECKED BY	HY
DATE	05-19-19
SCALE	1/207

SHEET
1
OF 5



EXISTING CONDITIONS PLAN
FOR DEVELOPMENT OF 541 E. HECTOR STREET
RING OF PIRGELA, PENNSYLVANIA
PA NOT TO BE RECORDED UNLESS THESE WORDS
APPEAR ON THE DRAWING: THIS DRAWING IS THE PROPERTY OF
VASTARDIS CONSULTING ENGINEERS, LLC. NO PART OF THIS
DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF
VASTARDIS CONSULTING ENGINEERS, LLC.
OTHER DETAILS OF THE PROJECT
AREA MAY ALSO BE REACHED
AT 48-262-700
PA ONE CALL
SERIAL NO. 20190181419
TAX PARCEL ID. 05-00-05916-00-1

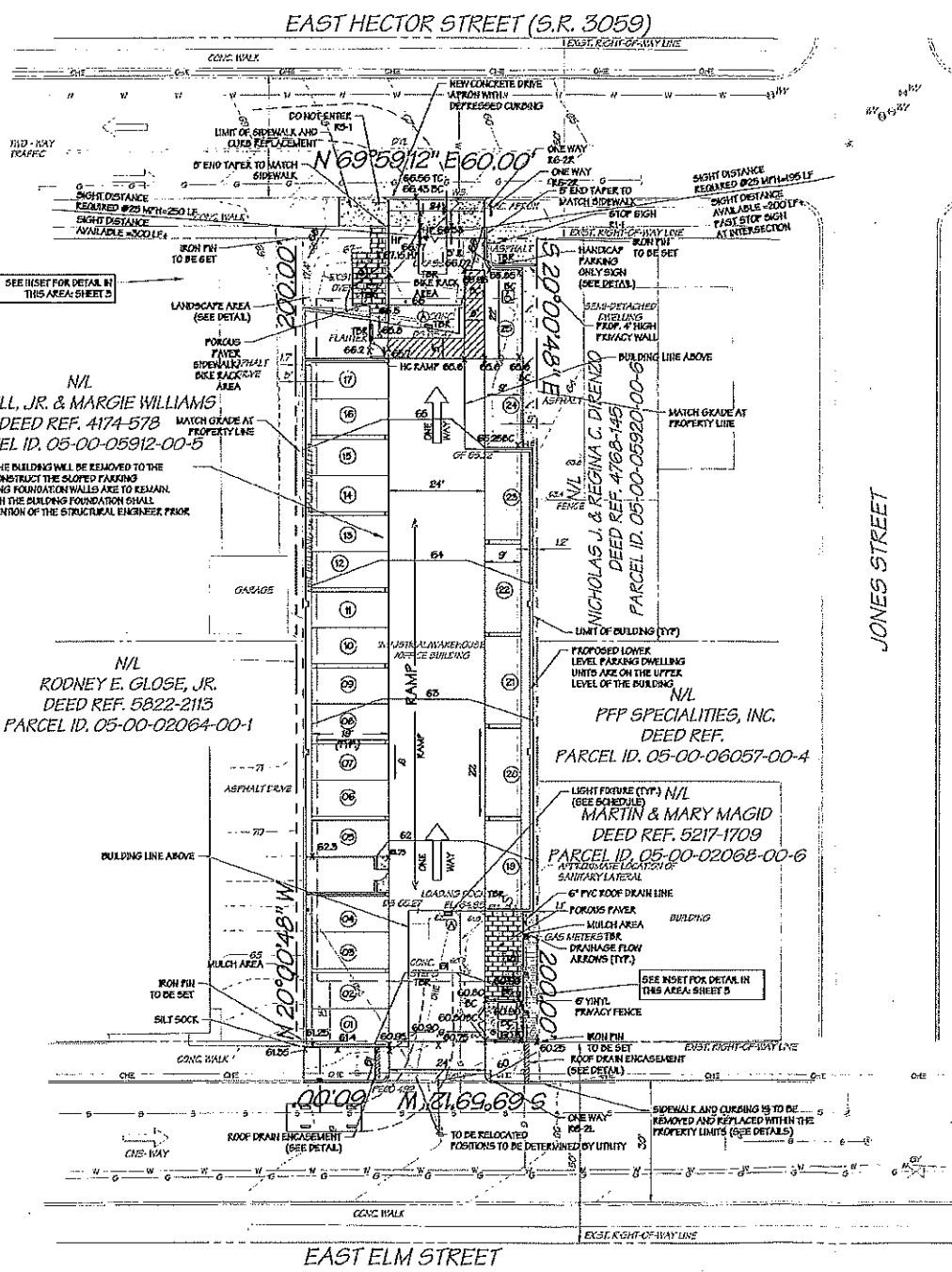
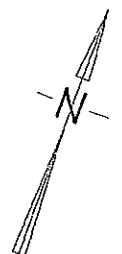
NICHOLAS J. VASTARDIS, P.E.

CONSTRUCTION SEQUENCE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION, STABILIZATION, AND MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROL AND RELATED ITEMS ON THE PLANS UNTIL THE SITE IS STABILIZED...

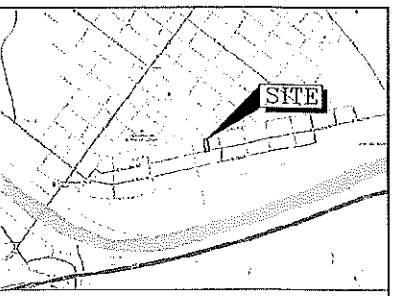
ANTICIPATED START OF CONSTRUCTION: SPRING 2020
ANTICIPATED COMPLETION OF CONSTRUCTION: SPRING 2021

- 1. CONSTRUCTION SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE.
2. CONSTRUCTION SHALL COMMENCE UPON RECEIPT OF THE NECESSARY PERMITS FROM BOROUGH OF CONSHOHOCKEN.
3. CONTRACTOR SHALL CONTACT UNDERGROUND UTILITIES AS PER ACT 107, AT LEAST 5 DAYS PRIOR TO ANY EARTHMOVING OR CONSTRUCTION.



GENERAL NOTES

- 1. PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON AUGUST 6, 2019.
2. HORIZONTAL BEARINGS ARE ASSUMED FROM AZIMUTH BEARINGS. VERTICAL DATUM IS REFERENCED TO MIDDLE WEST.
3. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.



BOROUGH APPROVAL

APPROVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF CONSHOHOCKEN THIS _____ DAY OF _____ 2020.

COUNCIL SECRETARY _____ COUNCIL PRESIDENT _____
DATE _____ DATE _____

ACKNOWLEDGMENT OF INTENT

CRAFT CUSTOM HOMES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY HAS LAID OUT UPON ITS LAND SITUATE IN BOROUGH OF CONSHOHOCKEN, MONTGOMERY COUNTY, PENNSYLVANIA, CERTAIN IMPROVEMENTS ACCORDING TO ACCOMPANYING PLAN AND DESIRES THAT THE PLAN BE RECORDED AS SUCH ACCORDING TO LAW.

BY: RYAN ALEXANDER MEMBER DATE _____

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

ON THIS, THE _____ DAY OF _____, 2020, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC IN AND FOR THE COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, RYAN ALEXANDER APPEARED RYAN ALEXANDER WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF CRAFT CUSTOM HOMES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, AND AS SUCH MEMBER BEING AUTHORIZED TO DO SO EXECUTE THE PLAN FOR THE PURPOSES CONTAINED HEREIN.

NOTARY PUBLIC _____ (SEAL)

MY COMMISSION EXPIRES: _____

BOROUGH ENGINEER'S CERTIFICATION

REVIEWED BY THE BOROUGH OF CONSHOHOCKEN ENGINEER THIS _____ DAY OF _____, 2020.

SURVEYOR'S CERTIFICATE, BOUNDARY AND TOPOGRAPHY

THIS IS TO CERTIFY THAT THIS PLAN REPRESENTS A FIELD SURVEY BY ME OR UNDER MY SUPERVISION, THAT ALL PROPERTY CORNERS ARE SET AS SHOWN HEREON, THAT ALL GEOMETRIC AND GEODESIC DETAILS AS SHOWN ARE CORRECT, AND THAT ALL LOTS OR TRACTS HAVE A BOUNDARY CLOSURE ERROR OF 1/10,000 OR BETTER.

SEAL _____ DATE _____

RECORDER OF DEEDS

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, MONTGOMERY COUNTY, PENNSYLVANIA, IN PLAN BOOK _____ PAGE NUMBER _____ ON THIS _____ DAY OF _____, 2020.

MCP# NO. _____

PROCESSED AND REVIEWED, A RECORD HAS BEEN PREPARED BY THE MONTGOMERY COUNTY PLANNING COMMISSION IN ACCORDANCE WITH THE MUNICIPAL PLANNING CODE.

CERTIFIED THIS DATE _____ FOR THE DIRECTOR _____

MONTGOMERY COUNTY PLANNING COMMISSION

ZONING REQUIREMENT LIMITED INDUSTRIAL DISTRICT

Table with 4 columns: LOT AREA, MIN. FRONT YARD SETBACK, MIN. REAR YARD SETBACK, MIN. SIDE YARD SETBACK. Compares REQUIRED vs. EXISTING vs. PROPOSED values.

* EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.

RESIDENTIAL OVERLAY DISTRICT LIMITED INDUSTRIAL DISTRICT

Table with 3 columns: MAXIMUM DENSITY, MINIMUM TRACT AREA, FRONT YARD, SIDE YARD, REAR YARD, MAX. BUILDING COVERAGE, MAX. IMPERVIOUS SURFACES, PARKING AREA SETBACK, INTERVAL DRIVEWAY SETBACK, HEIGHT LIMIT. Compares REQUIRED vs. PROPOSED values.

REFER TO THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE FOR COMPLETE TEXT OF ALL REGULATIONS.

PROPERTY OWNER

CRAFT CUSTOM HOMES, LLC 281 REDWOOD ROAD KING OF PRUSSIA, 19106

PROPERTY INFORMATION

DEED REF. 6506-0488 PARCEL ID. 05-00-06016-00-1 NET LOT AREA 12,000 S.F.

WARRANT REQUESTS

THE APPLICANT RESPECTIVELY REQUEST THE WARRANTS AS PART OF THIS PROJECT:

- 22-306A(1) EXISTING FEATURES WITHIN 100 FT. PROVIDING AERIAL MAP.
22-306C ONE SUBVISION FOR TREEMANAGEMENT PLAN AND DETERMINATION APPROVAL.
22-404.2A ACCESSIBLE PARKING SPACE LESS THAN 10 FEET FROM EDGE OF SIDEWALK.
22-404.3.C ONE CURB RADIUS LESS THAN 10 FEET FROM EDGE OF SIDEWALK.
22-408.2 TO PERMIT PROPOSED GRADING WITHIN 5 FEET OF THE PROPERTY LINES.
22-421.4 (PARTIAL) TO PROVIDE TWO LESS STREET TREES THAN REQUIRED.
22-421.5 MULTIFAMILY DEVELOPMENT SCREENING.

PARKING REQUIREMENTS

REQUIRED OFF-STREET PARKING REQUIREMENT IS 2 SPACES PER DWELLING UNIT. 12 DWELLING UNITS PLANNED. THEREFORE 24 SPACES ARE REQUIRED AND 25 SPACES ARE PROVIDED.

IMPERVIOUS COVERAGE

Table with 3 columns: DRAINAGE, EXISTING, PROPOSED. Shows values for Building, Asphalt, Concrete, Paved Areas, and Total.

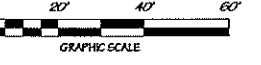
NOTE: FORD'S PAVERS COUNT AS 50% IMPERVIOUS COVERAGE.

ZONING ORDINANCE

AND NOW, 13th DAY OF NOVEMBER, 2019, THE APPLICATION OF CRAFT CUSTOM HOMES, LLC, SEEKING BOTH A SPECIAL EXCEPTION FROM THE TERMS OF 22-7005(C) AND THREE VARIANCES FROM THE TERMS OF SECTIONS 22-1800(B)(5), AND (10) IS HEREBY GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THE 12 PROPOSED UNITS WILL HAVE NO MORE THAN TWO BEDROOMS EACH.

CONSHOHOCKEN ZONING HEARING BOARD



BEFORE YOU DO ANYTHING IN PENNSYLVANIA CALL 1-800-785-7878. ADVERTISERS MUST BE CONTACTED DIRECTLY. PA ACT 09-001 VENDOR'S OBLIGATIONS: VENDOR SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL INFORMATION NECESSARY TO THE PREPARATION OF THIS PLAN.

PA ONE CALL SERIAL NO. 20190181419 TAX PARCEL ID. 05-00-05916-00-1

LEGEND

- - - - - 1' - DIST. OF CONTOURS
- - - - - 5' - DIST. OF CONTOURS
- - - - - 10' - DIST. OF CONTOURS
- - - - - 15' - DIST. OF CONTOURS

SOILS INFO.

UAD - URBAN LAND - UNWORKED; LIMESTONE COMPLEX OR SLATES WELL-DRAINED, 4-6 FEET THICK COMPRISED OF SILTY CLAY LOAM, TEXTURE, VARIES

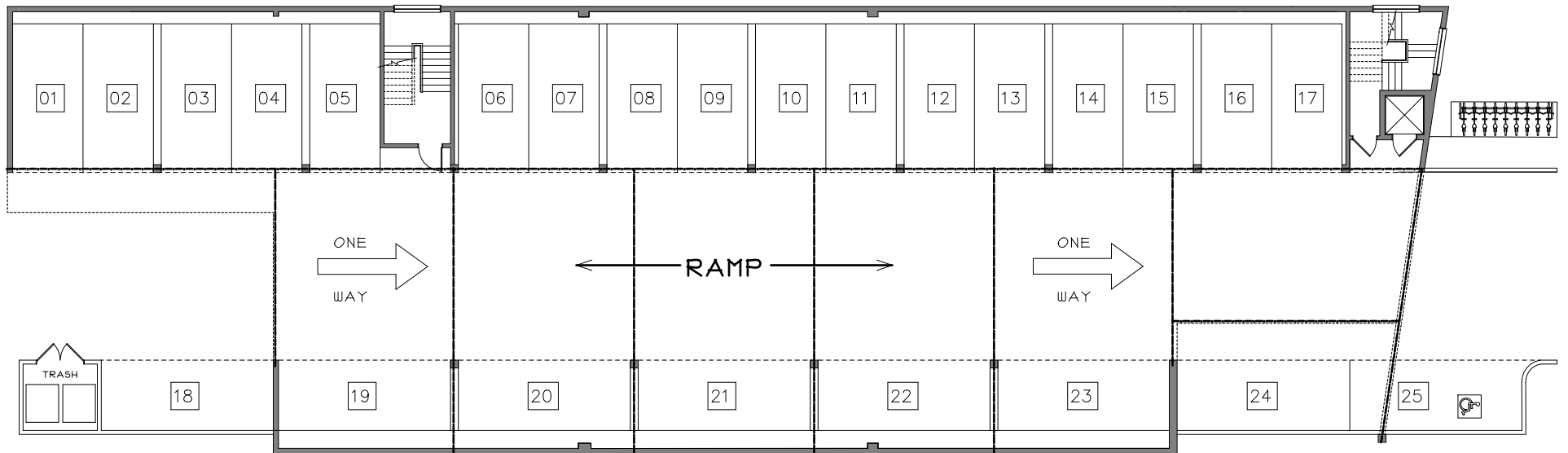
DEPTH TO SEASONAL HIGH WATER TABLE - 6-24"
DEPTH TO BEDROCK - 20-90"
ROAD SUBGRADE - VARIABLE
ROAD FILL TOPSOIL - VARIABLE
HYDROLOGIC SOIL CLASSIFICATION - NA

Revision table with columns: NO., DATE, REVISION. Includes entries for 3, 2, 1, and NUM.

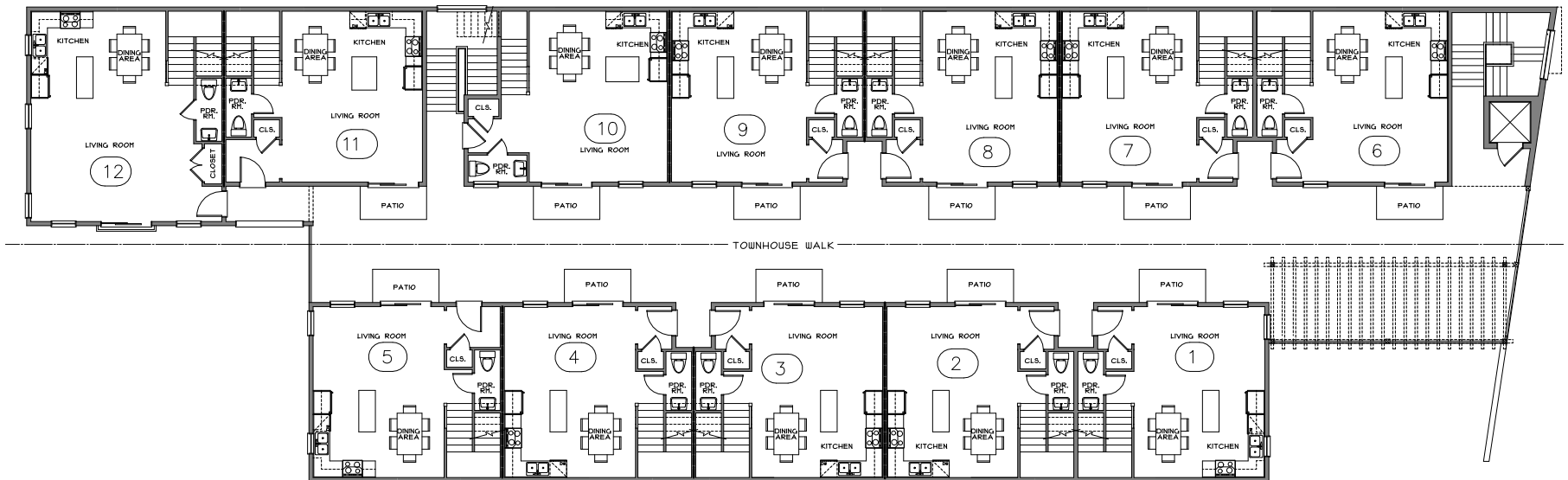
VASTARDIS CONSULTING ENGINEERS, LLC logo and contact information.

Approval table with columns: DRAWING BY, CHECKED BY, DATE, SCALE. Includes names and dates.

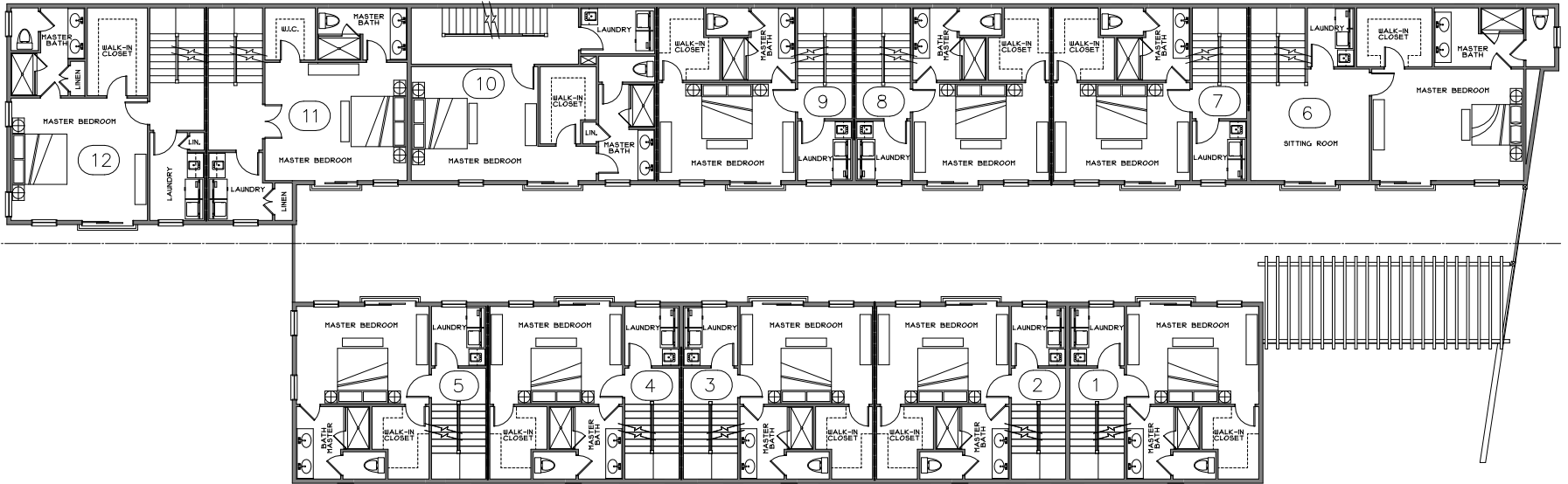
CRAFT CUSTOM HOMES, LLC 541 E. HECTOR STREET
BOROUGH OF CONSHOHOCKEN MONTGOMERY COUNTY PENNSYLVANIA
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
SHEET 2 OF 5



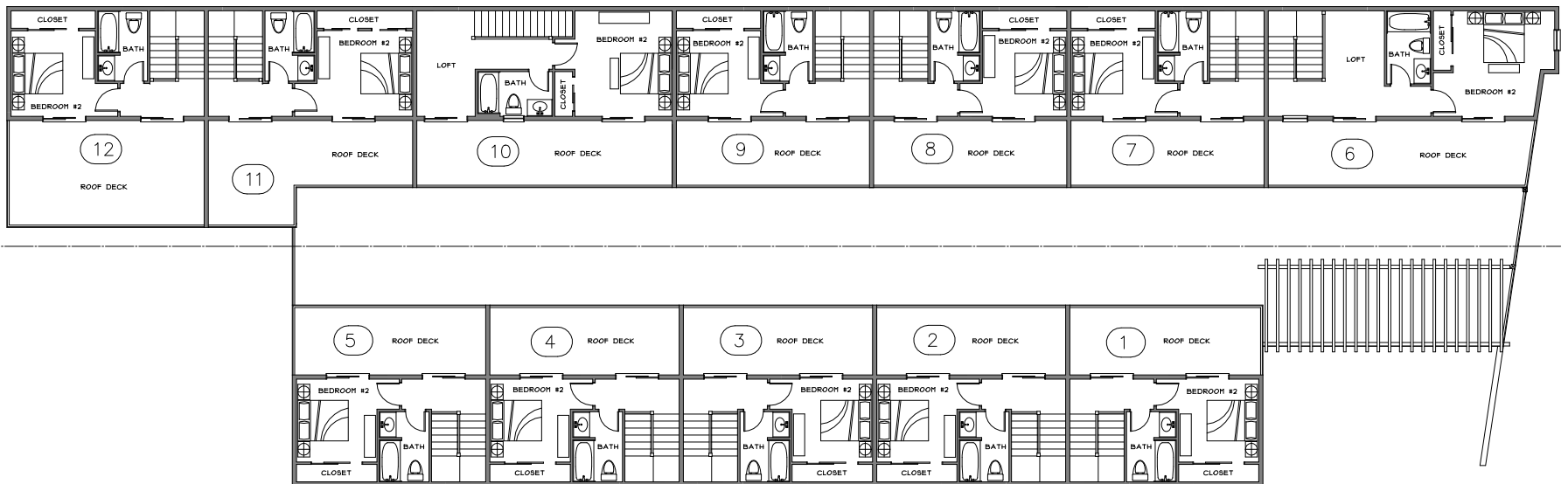
FIRST FLOOR PLAN:



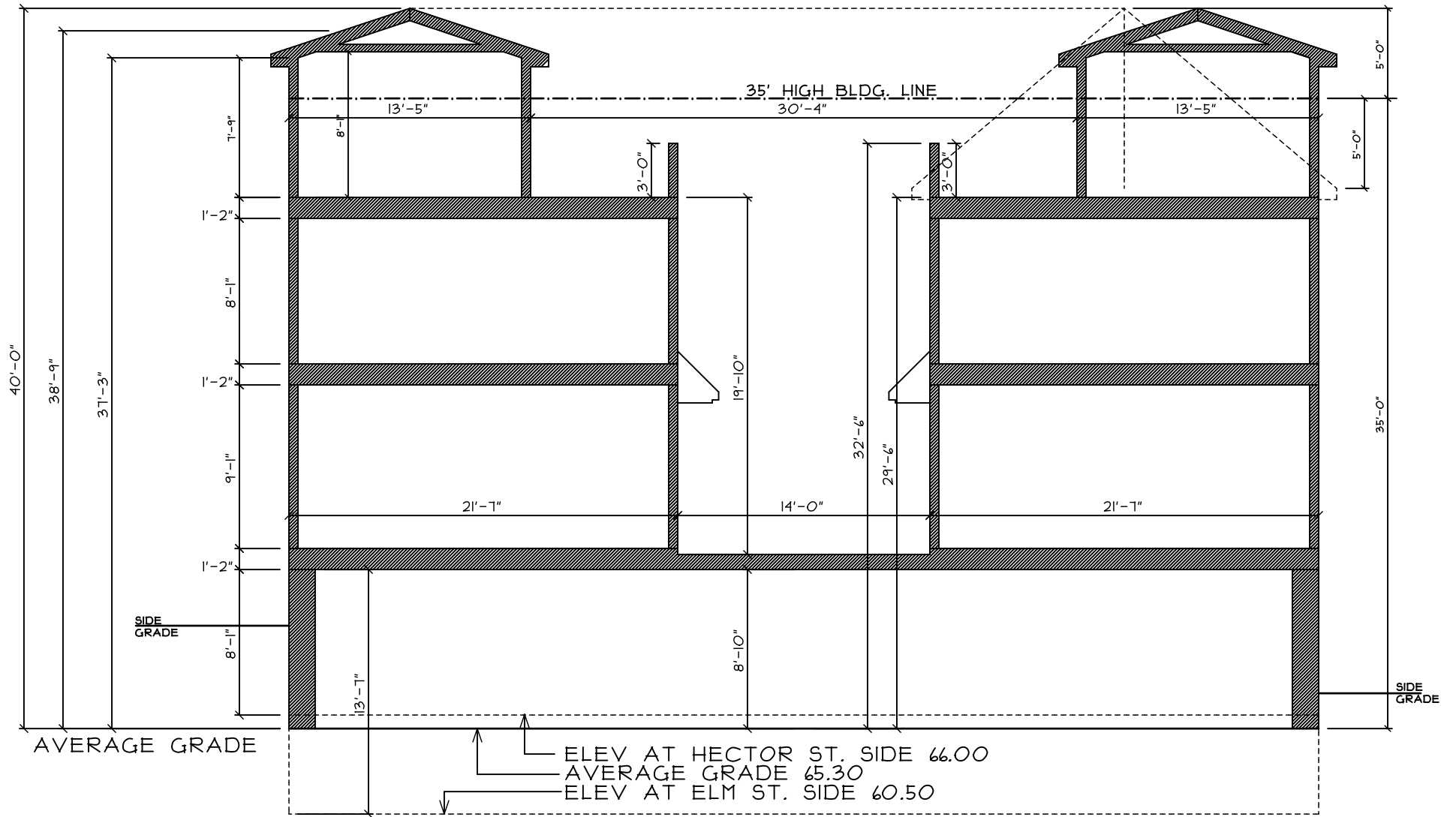
SECOND FLOOR PLAN:



THIRD FLOOR PLAN:

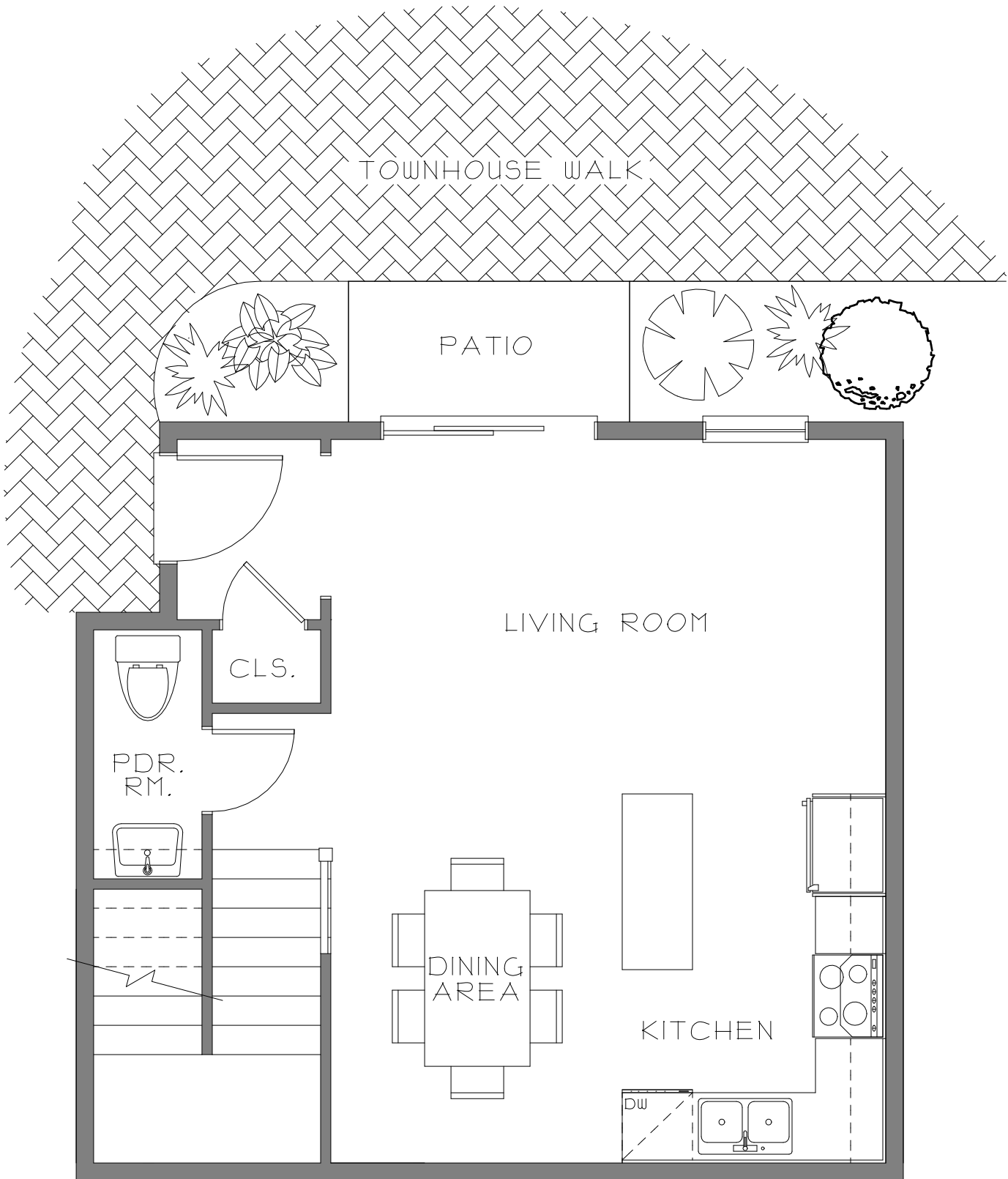


FOURTH FLOOR PLAN:



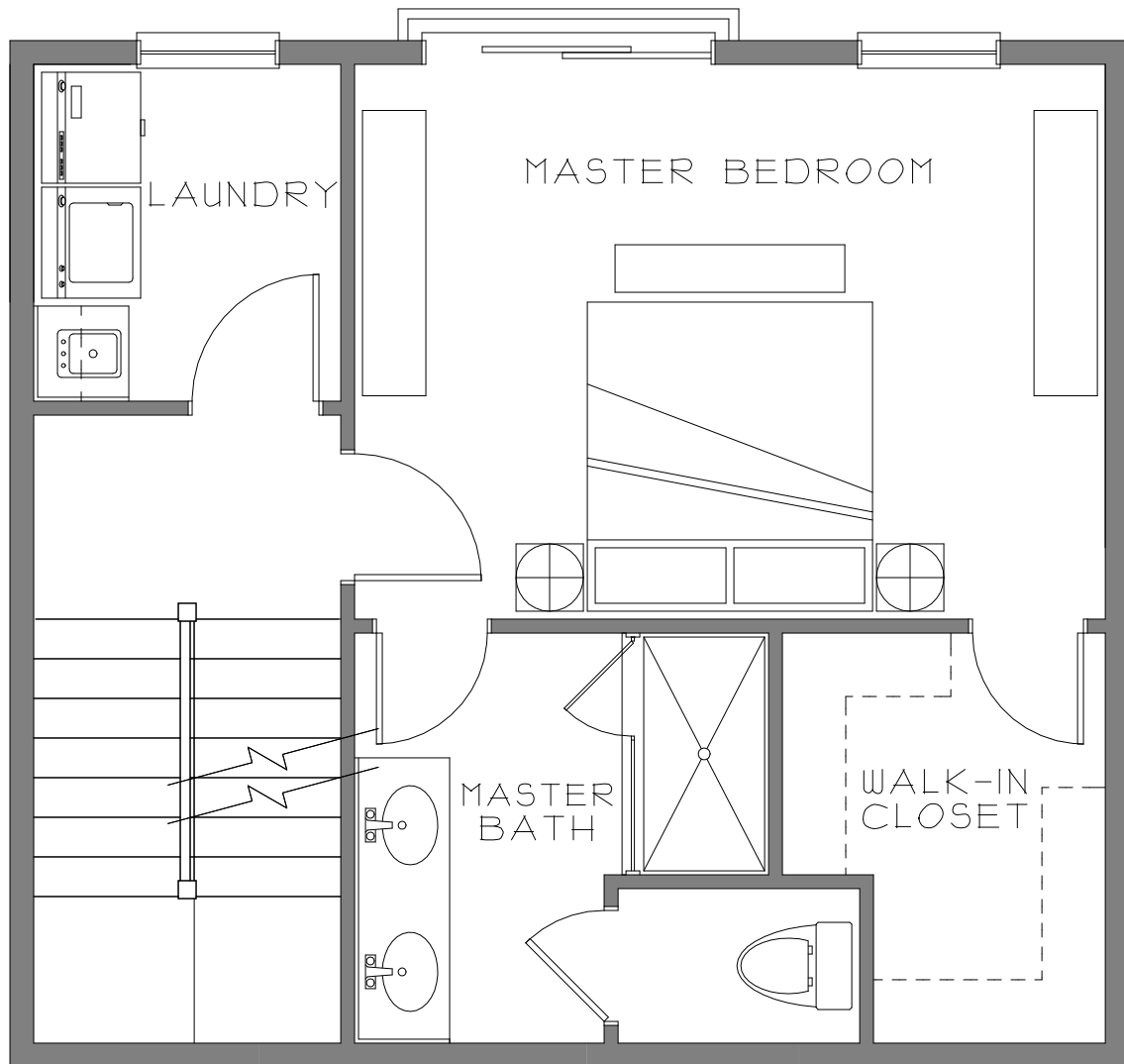
BUILDING SECTION:

SCALE: 1/4" = 1'-0"



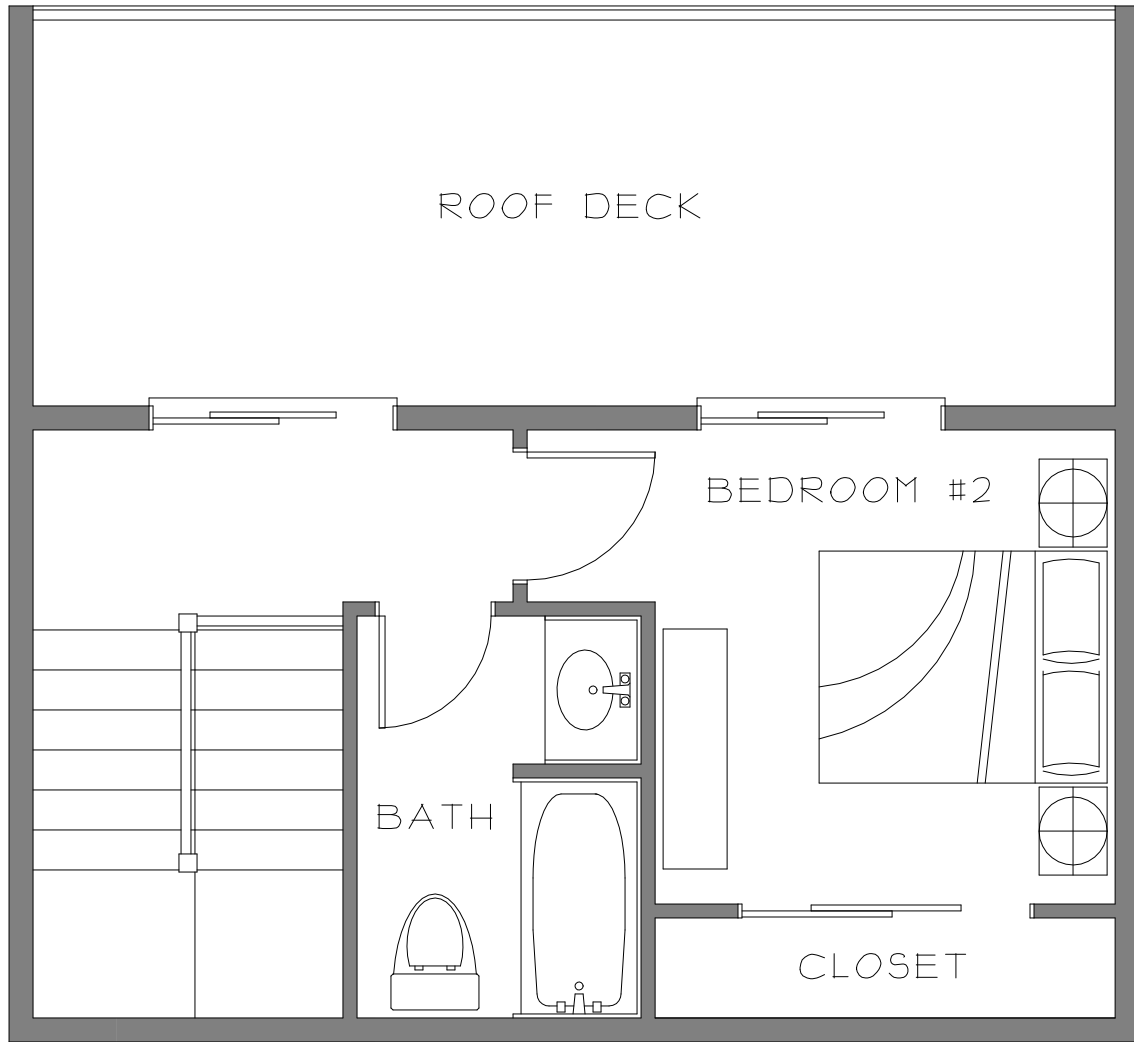
TYPICAL TOWNHOUSE FIRST FLOOR PLAN:

SCALE: 1/4" = 1'-0"



TYPICAL TOWNHOUSE SECOND FLOOR PLAN:

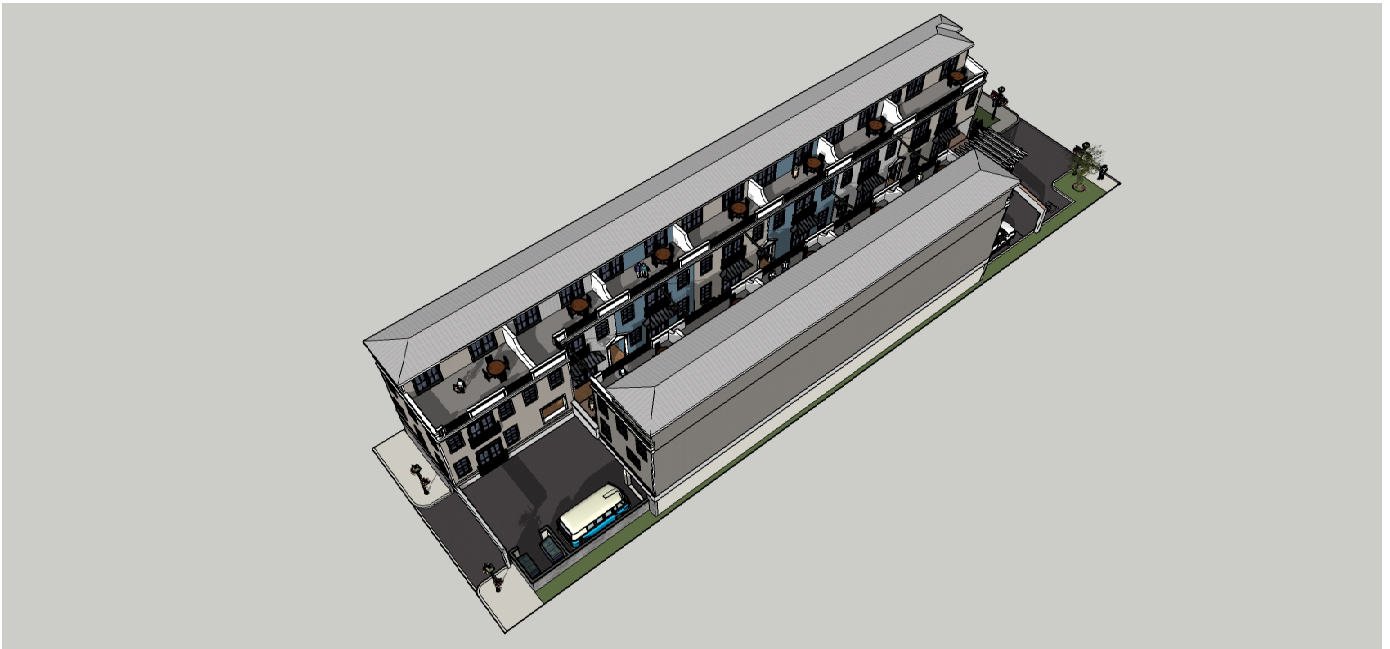
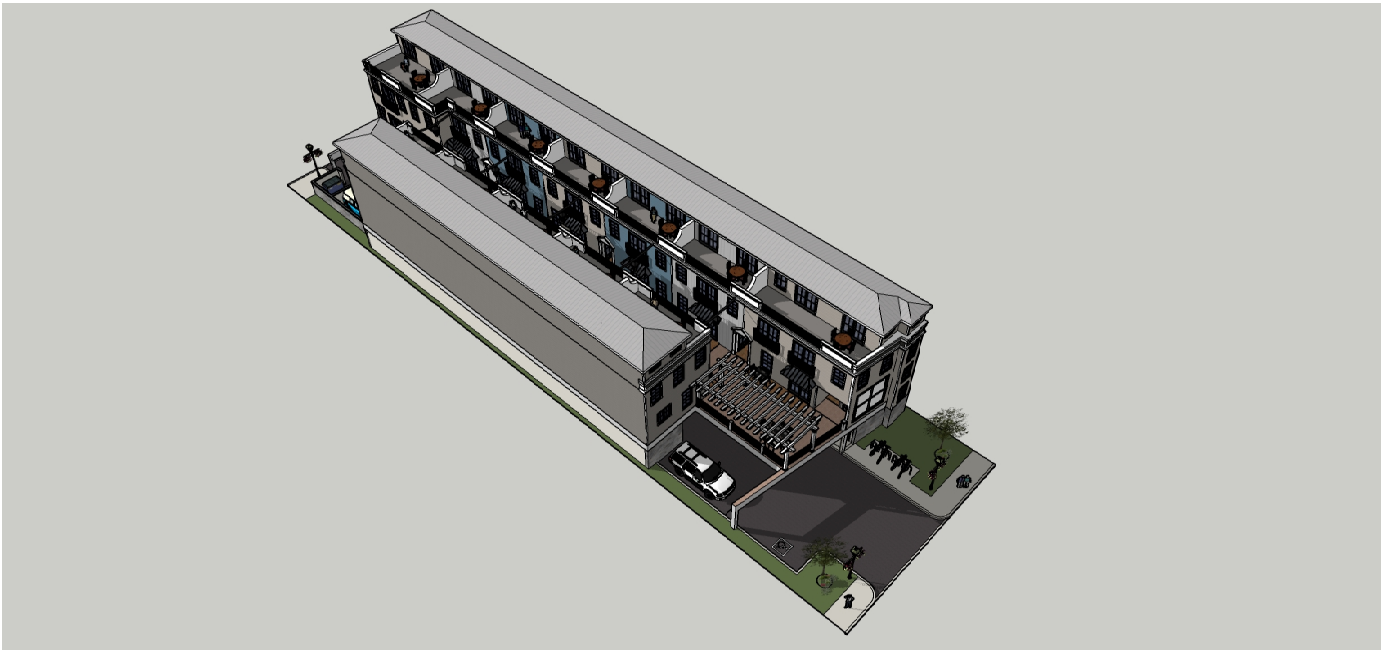
SCALE: 1/4" = 1'-0"



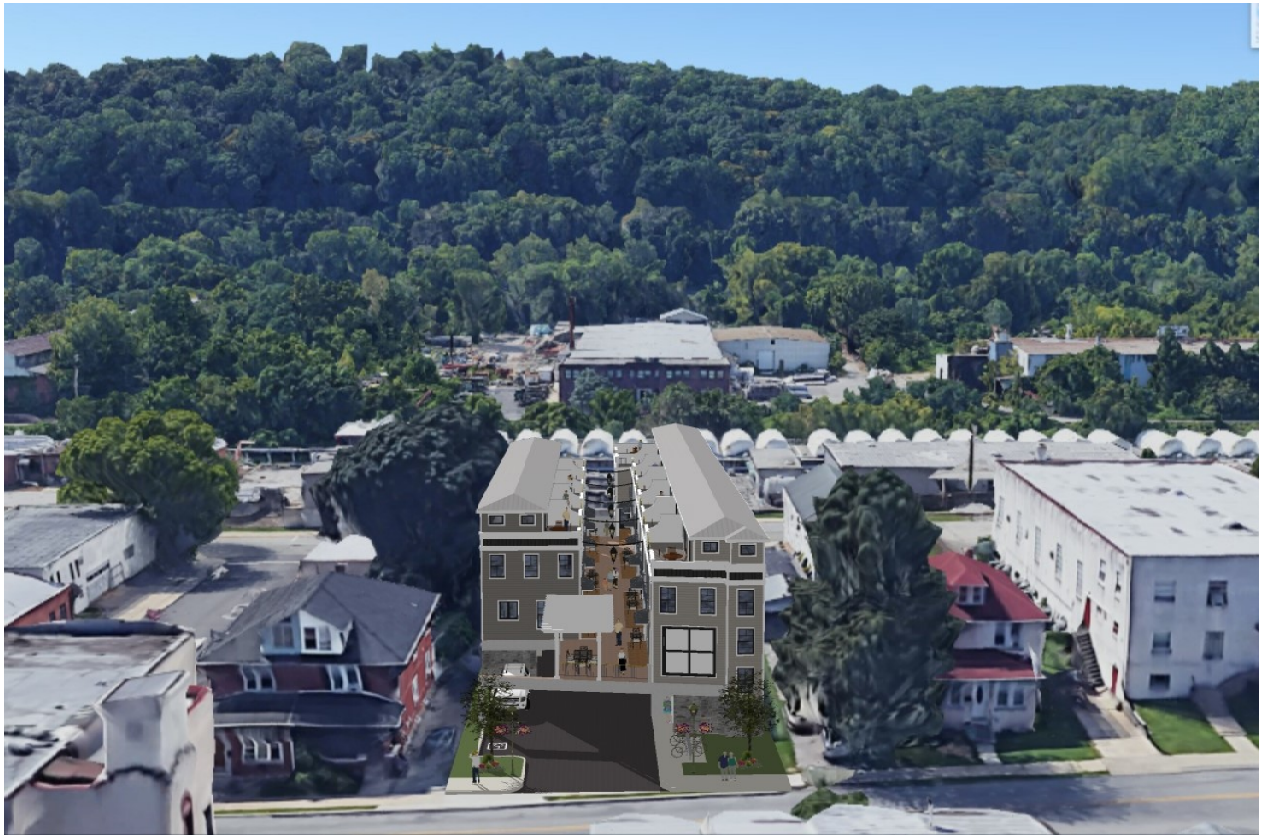
TYPICAL TOWNHOUSE THIRD FLOOR PLAN:

SCALE: 1/4" = 1'-0"











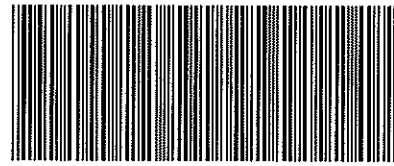
SECTION THROUGH
TOWNHOUSE WALK:



SECTION THROUGH
TOWNHOUSE WALK:



DEED BK 6142 PG 01635 to 01638
 INSTRUMENT # : 2019042142
 RECORDED DATE: 07/02/2019 08:43:22 AM



5650305-0020J

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Jeanne Sorg

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

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed	Transaction #: 5866741 - 3 Doc(s)
Document Date: 06/27/2019	Document Page Count: 3
Reference Info:	Operator Id: msanabia

RETURN TO: (Simplifile) Aaron Abstract 526 Township Line Road Blue Bell, PA 19422 (215) 283-4800	PAID BY: AARON ABSTRACT
---	-----------------------------------

* PROPERTY DATA:	
Parcel ID #:	05-00-05916-00-1
Address:	541 E HECTOR ST
	CONSHOHOCKEN PA 19428
Municipality:	Conshohocken Borough (100%)
School District:	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$750,000.00
TAXABLE AMOUNT:	\$750,000.00
FEES / TAXES:	
Recording Fee: Deed	\$86.75
State RTT	\$7,500.00
Conshohocken Borough RTT	\$3,750.00
Colonial School District RTT	\$3,750.00
Total:	\$15,086.75

DEED BK 6142 PG 01635 to 01638
 Recorded Date: 07/02/2019 08:43:22 AM

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



Jeanne Sorg
 Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-05916-00-1 CONSHOHOCKEN BOROUGH
541 E HECTOR ST
PHILADELPHIA BUSINESS SERVICE REALTY \$15.00
B 038 L U 028 3320 06/28/2019 JG

File No. **AAF9039**
Parcel ID No. **05-00-05916-00-1**

This Indenture, made the 27 day of June,
2019

Between

PHILADELPHIA BUSINESS SERVICE REALTY CO., INC.

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

CRAFT CUSTOM HOMES LLC

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Seven Hundred Fifty Thousand And 00/100 Dollars (\$750,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

ALL THAT CERTAIN lot or piece of ground situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania bounded and described as follows, to wit:



BEGINNING at a point on the Southerly side of Hector Street at the distance of 60.00 feet Westwardly from the point of intersection of the said side of Hector Street with the Westerly side of Jones Street; thence along land of Walter Olszta Southwardly 200.00 feet to a point on the Northerly side of Elm Street; thence along the said side thereof Westwardly 60.00 feet to a point a corner of land of Henry X. Woljon; thence along the same and land of Moczyalowsky Northwardly 200.00 feet to a point on the Southerly side of Hector Street aforesaid and they along the said side thereof Eastwardly 60.00 feet to the place of beginning.

BEING No. 541 East Hector Street (for informational purpose only)

BEING the same premises which Robert Cutler, by Deed dated October 31, 2001, and recorded February 19, 2002, in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Book 5396, Page 1589, granted and conveyed unto Philadelphia Business Services Realty Co., Inc., 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 it, 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.

And the said Grantor, for itself and its successors, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, 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 it, the said Grantor, and its successors and assigns, and against all and every other person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, or any of them, shall and will



Warrant and Forever Defend.

In Witness Whereof, the party of the first part has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

**Philadelphia Business Service
Realty Co., Inc.**

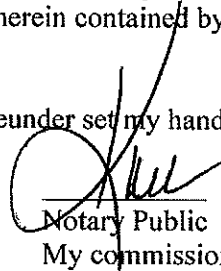
 {SEAL}
By: Patrick J. Billings, Pres.

Commonwealth of Pennsylvania } ss
County of Montgomery

AND NOW, this 27 day of June, 2019,
before me, the undersigned Notary Public, appeared **Patrick J. Billings**, who
acknowledged himself to be the President of **Philadelphia Business Service Realty Co.,
Inc.**, a corporation, and he, as such **President** being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the name of the
corporation by himself as President .

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

Commonwealth of Pennsylvania - Notary Seal
KAREN MANCINI - Notary Public
Montgomery County
My Commission Expires Apr 8, 2022
Commission Number 1043095


Notary Public
My commission expires 4.8.22

The address of the above-named Grantee is:

541 E. HECTOR ST.
CONSHOHOCKEN, PA 19428

On behalf of the Grantee





BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF CRAFT CUSTOM HOMES, LLC

REGARDING

541 EAST HECTOR STREET

2018-17

DECISION OF THE BOARD

I. HISTORY

On or about September 10, 2018, Craft Custom Homes, LLC (hereinafter "Applicant") filed the within Application seeking both a special exception from the terms of 27- 703(E)(6) and three variances from the terms of Sections 27-1903(B)(2), 27-1903(B)(9), and 27-1903(B)(12), of the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance"), seeking permission to convert the site to residential use, add three additional stories to the building thereby expanding the non-conforming building, and provide 12 units where 9 would be permitted if the other relief was granted, for a property located at 541 East Hector Street, Conshohocken, Pennsylvania (hereinafter called "Subject Property"). In addition to the requested relief mentioned above, the Applicant would provide parking under the building rather than behind it. It is also noted that the lot size is 12,000 square feet rather than the 1 acre required by the Residential Overlay District.

After notice was duly given and advertised for each application, a hearing was held on said Appeal at Borough Hall on October 15, 2018 at 7:00 p.m.

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

P-1 – Zoning Notice.

P-2 – Zoning Application.

P-3 – Addendum.

P-4 –Aerial Map.

P-5 – Existing Conditions Plan.

P-6 – Zoning Hearing Exhibit.

P-7- First Floor Parking Plan.

P-8 – Second, Third and Fourth Floor Plans.

P-9 – Architect’s Renderings.

P-10 – Agreement of Sale.

P-11 –Memo from Chris Stetler.

P-12– Letter from Michael Peters.

A-1 – Deed.

A-2 – Agreement of sale.

A-3 – Board of Assessment Records.

A-4 –Aerial Map.

A-5 – Photograph.

A-6 – Existing Features Plan.

A-7- Parking Plan.

A-8 – Parking Plan.

A-9 – Second, Third and Fourth Floor Plans.

A-10 – Photographs.

A-11 –Petition.

A-12–Nicholas Vastardis C.V.

FINDINGS OF FACT

1. The Subject Property is located at 541 East Hector Street, Conshohocken, Pennsylvania in the Borough Limited Industry with Residential Overlay Zoning District.

2. The Subject Property is owned by Philadelphia Business Service Realty Co., Inc.

3. The Applicant was represented by Edward J. Hughes, Esquire.

4. The Applicant is requesting a special exception, to expand the use of a non-conforming building, along with three variances as the lot size is 12,000 square feet rather than one acre, and the applicant proposed to construct 12 units where 9 would be permitted if the other relief was also granted.

5. Specifically, the Applicant seeks a special exception from Section 27- 703(E)(6) and three variances from the terms of Sections 27-1903(B)(2), 27-1903(B)(9), and 27-1903(B)(12).

6. The Applicant proposes to change the use of the site from a warehouse/ office to a residential use.

7. The Applicant proposed to utilize the existing building's foundation and first floor and construct a four story residential dwelling with 12 condominium units and 24 on-site surface parking spaces on the first level of the building.

8. The Applicant has an agreement of sale for the property pending zoning relief.

9. Mr. Hughes called both Mr. Ryan Alexaki and Nicholas L. Vastardis to testify.

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

a. He is a real estate developer and builder.

b. He is the sole member of Craft Custom Homes, LLC.

- c. The property is roughly 60 feet by 200 feet and is approximately 12,000 square feet.
- d. The neighborhood is a mix of residential, commercial businesses and restaurants.
- e. The property, as it stands today, is a one-story structure with cinder block walls and is divided into a variety of offices with an open space in the center that was previously used for manufacturing. The structure is in need of repair.
- f. The property has numerous non-conformities including front yard setback, rear yard setback, building coverage, impervious coverage, and having two road frontages.
- g. He proposes to have parking on the first story of the structure with an entrance on East Elm and an exit on East Hector Street. This may change during land development.
- h. The parking proposal includes 24 spaces, two per unit, along with enough room for elevators, airways and trash.
- i. He is retaining the existing walls of the property.
- j. The property does not have a rear yard.
- k. He is proposing to construct 12 units, but based on the dimensions would require a variance as only 9.3 units are allowed based on the size of the property.
- l. The living units would be on floors two, three and four. The second and third floor would be the main living space and bedrooms and bathrooms while the fourth floor would have a rooftop deck area.

- m. The Borough has agreed to support the application on the condition that each unit only have two bedrooms per unit.
 - n. He believes the proposal would be an improvement to the neighborhood and would not be detrimental to the community.
 - o. Each of the two bedroom units would be at least 900 square feet.
 - p. Around 20 neighbors signed a petition in support of the proposal.
10. One member of the public asked Mr. Alexaki questions regarding the walls of the existing structure.
11. Mr. Vastardis was admitted as an expert engineer and testified to the following:
- a. He is a civil engineer and prepared the zoning plan and land development plan.
 - b. He agrees with the testimony that Mr. Alexaki presented with regard to the relief that is being requested.
 - c. The project will not add any additional building coverage or impervious coverage to the property.
 - d. He does not perceive any adverse impact on the neighborhood if this project moves forward.

II. DISCUSSION

Section 27-703 states:

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

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

B. Change of Use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 27-1903(B) is titled "Performance Standards" within the Residential Overlay District and states:

1. Any buildings constructed as part of the Residential Overlay District shall reflect the scale, rhythm, materials, height, and massing of the buildings adjacent to the proposed development

site. Considerations should be given to the buildings surrounding the parcel for development, as well as to the buildings and structures that form the streetscape.

2. Maximum density: 33 dwellings per acre.
3. Yards.
 - A. Front yard: 30 feet to be measured from the property line.
 - B. Side yard: two required; 10 feet for each side measured from the property line.
 - C. Rear yard: 30 feet to be measured from the property line.
4. Maximum building coverage: 40% of total lot area.
5. Maximum impervious coverage: 80% of total lot area subject to the approval of the Borough Engineer.
6. Parking area setbacks. From property line: 10 feet.
7. Internal driveway setback. From property line: 10 feet.
8. Parking requirements. A minimum of two parking spaces per unit shall be provided on-site. These spaces shall be adequately identified and designated for each unit.
9. Parking Lot Location: Parking shall be to the rear of the building.
10. Minimum Building Separation.
 - A. Between ends of buildings, or end of one building and side (longer dimension) of another: 40 feet.
 - B. Between parallel sides of buildings: 40 feet.
11. Height limit: 35 feet, unless otherwise permitted by Conshohocken Borough Council as a condition use.
12. Minimum tract area: The minimum tract area shall be one acre.

13. Minimum Unit Size:

Unit Size	Minimum Square Footage (square feet)
0- to 1-bedroom unit	700

2-bedroom unit
3-bedroom unit

900
1,100

In a request for a variance, the Board is guided by Section 27-611 of the Ordinance and Section 910.2 of the Pennsylvania Municipalities Planning Code (hereinafter called "MPC"). An applicant for a variance has the burden of establishing that a literal enforcement of the provisions of the Ordinance will result in an unnecessary hardship as that term is defined by law, including court decisions, and that the allowance of the variance will not be contrary to the public interest. Section 27-611 of the Zoning Ordinance and Section 910.2 of the MPC permit the Board to grant a variance where it is alleged that the provisions of the Ordinance inflict unnecessary hardship upon the Applicant and when the Board can make certain prescribed findings where relevant in a given case.

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

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

Additionally, in a request for a special exception, the Board is guided by both the Ordinance and the Pennsylvania Municipalities Planning Code. An applicant for a special exception has the burden of showing that the request adheres to the express standards and criteria of the special exceptions delineated by the governing body. The Zoning Board must decide requests for special exceptions in accordance with such standards and criteria and how the special exception would

impact the public welfare. The Zoning Hearing Board has determined that the granting of the requested special exception would not negatively impact the public welfare.

III. CONCLUSIONS OF LAW

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested variances and special exception. The Applicant has proven an unnecessary hardship unique or peculiar to the property and that the variance are not contrary to the public interest. Accordingly, the Board is able to make the following relevant findings under Section 910.2 of the MPC:

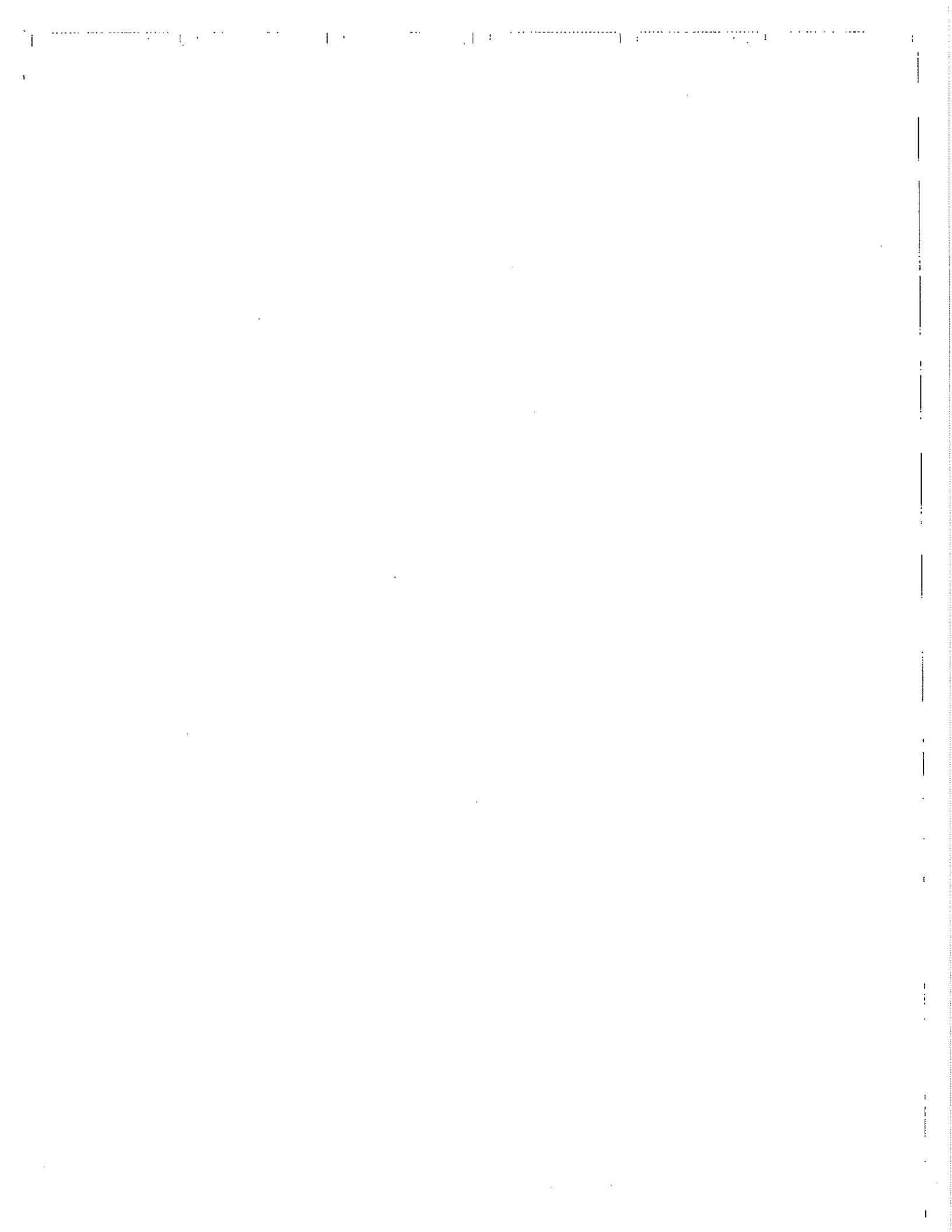
1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances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

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

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

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

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

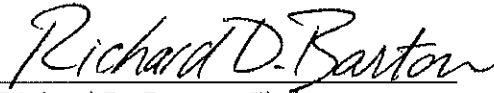


ORDER

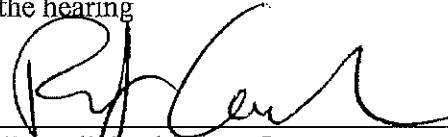
AND NOW, this 14th day of November, 2018, the Application of Craft Custom Homes, LLC, seeking both a special exception from the terms of 27- 703(B)(6) and three variances from the terms of Sections 27-1903(B)(2), (9), and (12) is hereby GRANTED subject to the following condition:

1. The 12 proposed units will have no more than two bedrooms each.


CONSHOHOCKEN ZONING HEARING BOARD



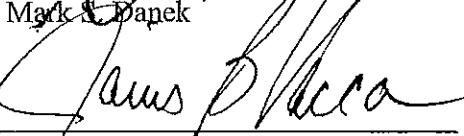
Richard D. Barton, Chairman – was not present for the hearing



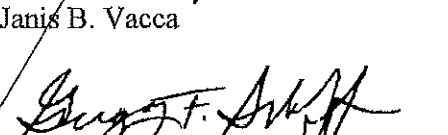
Russell Cardamone, Jr.



Mark A. Danek



Janis B. Vacca



Gregory Scharff



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR
Yaniv Aronson

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

MEMORANDUM

Stephanie Cecco
Borough Manager

Date: August 6, 2020

To: Stephanie Cecco, Brittany Rogers

From: Eric P. Johnson, PE, Zoning Officer

Re: Z-2020-07 - 541 E. Hector Street Conditional Use Zoning Determination

History of the Site: 541 East Hector Street is a 12,000 square-foot lot with frontage on both East Hector Street and East Elm Street, in the Limited Industry and Residential Overlay Districts. The property is currently improved with an existing one-story warehouse/office and parking lot. The property is considered a legal non-conforming building.

In September, 2018, a zoning hearing was held to consider a petition to convert the site to a residential use, adding 3 additional stories to the building. The redeveloped property would consist of a 4-story building containing 12 residential units with 25 under building parking spaces. Zoning relief was granted from the following sections of the Zoning Ordinance with the condition the 12 proposed units will have no more than 2 bedrooms each:

- §27-703.E.6: A Special Exception to expand the use of a non-conforming building
- §27-1903(B)(2): A Variance to allow a greater density than 33 units per acre
- §27-1903(B)(9): A Variance to permit parking under, rather than to the rear of the building
- §27-1903(B)(12): A variance to permit a tract area of 12,000 square feet rather than 1 acre

The applicant currently has a Land Development application under review by the Borough for the redevelopment of the property.

Current Request:

The applicant is seeking Conditional Use approval in accordance with Section 27-1903-B.11 to permit a building height of 40 feet in the Residential Overlay District.

Zoning Determination:

Section 27-1903-B.11 requires a maximum building height of 35 feet in the Residential Overlay District, unless otherwise permitted by Conshohocken Borough Council as a Conditional Use. The underlying LI - *Limited Industrial* district permits a maximum building height of 40 feet.

The plans presented to Council and the Zoning Hearing Board in connection with the 2018 zoning application indicated a building 40 feet in height; however, the need for a Conditional Use was not identified until the Land Development application was reviewed for zoning compliance.

The provided architectural plans indicate the peak of the proposed building roof measures 40 feet above the average grade of the site; and the midpoint of the sloped roof measures 38.75 feet above the average grade of the site. A Conditional Use is required for the proposed building height.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JOHN S. COVER, AICP
INTERIM EXECUTIVE DIRECTOR

July 13, 2020

Ms. Stephanie Cecco, Manager
Borough of Conshohocken
400 Fayette Street—Suite 200
Conshohocken, Pennsylvania 19428

RE: MCPC #19-0141-002
Plan Name: 541 East Hector Street
(1 lot/12 dus comprising 0.28 acres)
Situate: East Hector Street (south)/East Elm Street (north)
Borough of Conshohocken

Dear Ms. Cecco:

We have reviewed the above referenced subdivision/land development plan in accordance with Section 502 of Act 247, 'The Pennsylvania Municipalities Planning Code,' as you requested on June 4, 2020. We forward this letter as a report of our review.

BACKGROUND

The applicant, Craft Custom Homes, LLC, has submitted a previously reviewed land development plan which seeks preliminary plan approval for the conversion of a one-story, office/warehouse building into a multi-family residential building with 12 condominium units. The building is situated on a 12,000-square foot lot and is an existing non-conforming structure with respect to the minimum front yard setback, side-yard setback, maximum building coverage, and maximum impervious surface.

According to the applicant's documentation, the building's foundation and first floor will be utilized to construct a four-story residential dwelling with 12 condominium units and 24 on-site surface parking spaces on the first level. The borough's Zoning Heard Board granted the applicant a special exception to allow the expansion of a non-conforming use and three variances in a decision on December 14, 2018. The required lot size for this proposal is one acre and the existing lot size is 0.275 acres. A condition of the relief was that the 12 proposed condominiums are limited to two bedroom residences. The proposed redevelopment lot is Tax Parcel #05-00-05916-00-1, which is located in the borough's Limited-Industrial/Residential Overlay Zoning District. The planning commission provided comments for this proposal in a July 2019 review letter to the borough.



CONSISTENCY WITH THE COUNTY & BOROUGH COMPREHENSIVE PLANS

The proposal is generally consistent with *Montco 2040: A Shared Vision*, the Montgomery County Comprehensive Plan. The county plan emphasizes several recommendations which are relevant to this proposal. The *Connected Communities* recommendation promotes the redevelopment and revitalization of boroughs in the county to leverage the existing infrastructure with the creation of an active live-work environment, providing access to a walkable and transit-friendly environment. The development proposal is generally consistent with the recommendations of the *Conshohocken Borough Comprehensive Plan Update, 2018* and its goal of ensuring compatible infill redevelopment within the existing neighborhood fabric.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the redevelopment proposal as shown in the site plan and the architectural renderings. Concerns do remain however for the need for the applicant's plan to fully address the requirements of the Subdivision and Land Development Code, §22-421-Landscaping and Lighting regulations in the redevelopment of this property. This will help create a more attractive and green streetscape and a safer pedestrian environment along both East Hector Street and East Elm Street. Our comment is as follows:

REVIEW COMMENT

Landscaping and Lighting Improvements

In our last review letter we raised the issue that the submitted plan did not address the required landscape plan improvements and pedestrian scale lighting improvements. These were shown in the applicant's proposed architectural renderings provided to illustrate future conditions along the building's East Hector Street frontage. The site plan presented for review almost one year later still does not address these requirements. We recommend the borough ensure that the applicant's final plan address to the greatest extent feasible the landscape and lighting improvements regulations as required by §22-421.4. Street Shade Trees and §22-421.6. Pedestrian Lighting. We believe these improvements are not inconsequential and will help create a more attractive and green streetscape and a safer pedestrian environment in this area of the borough.

CONCLUSION

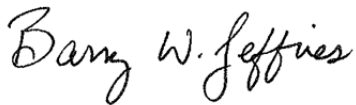
The Montgomery County Planning Commission generally supports the redevelopment of the site into the multifamily residential structure. However, we recommend the borough address to its satisfaction the issue raised above and ensure the proposed plan complies with your appropriate municipal land use regulations and other appropriate regulations prior to granting approval.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality. Please

be aware that the MCPC #19-0141-002 has been set aside for the applicant' plan. If any subsequent plans are submitted for final recording, this MCPC number should appear on the applicant sheets within the plans in the box reserved for the seal of this agency.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,

A handwritten signature in cursive script that reads "Barry W. Jeffries".

Barry W Jeffries, ASLA, Senior Design Planner

bjeffrie@montcopa.org - 610-278-3444

c: Craft Custom Homes, LLC, Applicant
Edward J. Hughes, Applicant's Representative
Stacy Ellam, Chair, Borough Planning Commission
Karen MacNair, Borough Engineer
Michael Peters, Borough Solicitor

Attachments: Aerial Photograph
Site Plan



541 East Hector Street
MCPC #190141002

Montgomery
County
Planning
Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19384-0311
(p) 610.276.3722 - (f) 610.276.3941
www.montcopa.org/pla.com
Aerial photography provided by NearMap



BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

APPLICATION FOR SUBDIVISION/ LAND DEVELOPMENT

To be completed by the Borough:

Submission Information:	
File Number: <u>LD-2019-04</u>	File Date: <u>5/13/19</u>
Project Title: <u>541 E. Hector St.</u>	Date Complete: <u>5/28/19</u>
Received By: <u>S. Cecco</u>	90 Day Date: <u>Waived</u>

REQUIRED MATERIALS FOR ALL LAND DEVELOPMENT/SUBDIVISION APPLICATIONS

1. This form MUST be completed and submitted with the Borough's Land Development/Subdivision application.
2. A Land Development/Subdivision Application MUST include all of the items listed in the application checklist to be considered complete.

Incomplete applications will NOT be placed on a Planning Commission agenda. Incomplete applications will be returned to the applicant.
3. Complete applications must be received at least 38 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard.

It is highly encouraged to submit applications in a digital format.
4. One (1) digital copy plus seven (7) paper copies of the complete application are required if submitting digitally, or fifteen (15) paper copies of the complete application are required.

Applicant Information:

Name: CRAFT CUSTOM HOMES, LLC
Address: 231 REDWOOD RD
KING OF PRUSSIA, PA 19406
Phone: 610-945-7860
Fax: _____
E-Mail*: CRAFTCUSTOMHOMES@GMAIL.COM

Property Owner Information (if different):

Name: PHILADELPHIA BUSINESS SERVICE REALTY
Address: 2 FAIRHILL CIRCLE
RADNOR, PA 19087
Phone: _____
Fax: _____
E-Mail*: _____

Architect/Planner: Rick Corvito
Address: 55 Plank Ave, Paoli PA
E-mail*: RKC Design & Dev. com

Phone/Fax: 484-716-3023

Engineer/Surveyor: VASTARDIS CONSULTING ENGINEERS, LLC
Address: 29 HARVEY LANE, MALVERN, PA 19355
E-mail*: VECELL@VERIZON.NET

Phone/Fax: 610-644-9663/610-644-3789

Landscape Architect:

Address: _____
E-mail*: _____

Phone/Fax: _____

Attorney: EDWARD J. HUGHES, ESQ.
Address: SUITE 205, 1250 GERMANTOWN PIKE, PLYMOUTH MEETING, PA 19462
E-mail*: EHUGHES@HKOLAW.COM

Phone/Fax: 610-279-6800
610-279-9390 Fax

*All correspondence regarding this application from the Planning Commission and staff will be made via e-mail. All persons involved with this application should provide their e-mail addresses so that information including, but not limited to, meeting dates and plan reviews replaces revisions here, is distributed appropriately.

Application For: (See Section 22-305.A or the bottom of page 10 of the application packet for clarification)

- Minor Land Development
- Preliminary Major Land Development
- Final Major Land Development

- Minor Subdivision
- Preliminary Major Subdivision
- Final Major Subdivision

Project Information:

Location (Street Address): 541 E. HECTOR ST

Tax Assessment Parcel No. 05-00-05916-00-1 County Deed Book No. 5396 Page No. 1589

Description of Proposed Work: CONVERSION OF A WAREHOUSE/OFFICE INTO A 3-STORY BUILDING WITH 12 DWELLING UNITS

Total Tract Acreage: 12,000 Project Acreage 12,000

Zoning District LI Existing Number of Lots: 1 Proposed Number of Lots: 1

Proposed Land Use: Single-Family Detached Single-Family Semi-Detached Multi-Family
 Single-Family Attached Commercial Office Industrial

Other (Describe): _____

Existing Sewer Flows: 1 EDU Proposed Sewer Flows: 12 EDUs

Check List - Plans:

The applicant must provide all of the following plans for an application to be considered complete. Section 22, Part 3 of the SALDO outlines plan submission requirements and the criteria that must be met in order for submissions to be deemed complete. These requirements are listed on information sheets provided at the end of this application package. If the required plans listed below do not have sufficient information to allow for staff reviews, the application may be considered incomplete and returned, requesting additional information.

- Record Plan
- Existing Features Site Plan
- Grading Plan
- Erosion and Sediment Control Plan ^{same sheet}
- Lighting Plan_Major
- Circulation Plan_Major
- Stormwater Calculations
- Landscape Plan (sealed by a Landscape Architect)
- Demolition Plan
- Detail Sheets
- Traffic Study (if applicable)
- Post Construction Stormwater Management Plan
- Utility Plan

Check List - Proof of ownership and zoning relief:

- Proof of equitable ownership or interest in the property - copy of the deed to the subject property
- Copy of adjudication of Zoning Hearing Board related to the application

Check List - Color Photographs of Site and Existing Conditions:

- Streetscape in all directions, showing subject property in each
- Façade and secondary elevations of existing building(s) on site
- Sidewalk and curb conditions
- Street trees
- Alley conditions, if present

Check List - Building Elevations:

- Architectural drawings and renderings of proposed building(s)

Check List - Setback of Proposed Building(s):

- Established building line for the block on which the property is located (eg: scale off an aerial) (In plan, show setbacks of all existing buildings on same side of the street as project for entire block.)

List of Requested Waivers:

Section/Requirement:

Relief Requested:

Have you met with the Zoning Officer regarding this plan? Yes No
 Are there known variances/any zoning relief necessary for this project? Yes No *OBTAINED*
 If YES, have you submitted an application for the Zoning Hearing Board? Yes No *OBTAINED*
 Has this plan been reviewed by the Zoning Hearing Board? Yes No

*Please be advised that if any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Borough a waiver to the 90-day action period or an immediate denial of this application will be made, and you will be required to resubmit the application.

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct and complete.


 Signature of Applicant

 Signature of Property Owner (if not the same as applicant)

 Date


 Date

ALL MAJOR subdivision/land use applications require a pre-submission meeting to discuss the project prior to full application submittal.

MINOR subdivision/land use applications may request a pre-submission meeting; if one is desired.

Meetings are held the second and fourth Tuesday of each month beginning at 1:30pm at the Borough Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.


 Applicant signature date

To schedule a pre-submission meeting, please contact the office of the Borough Manager
 ph: 610.828.1092
 e: landuse@conshohockenpa.gov

Borough Use Only:

<input checked="" type="checkbox"/> Filing Fee	Amount \$	<u>750.00</u>	Check No.	<u>1499</u>
<input checked="" type="checkbox"/> Planning, Engineering and Legal Review Escrow	Amount \$	<u>10,345.00</u>	Check No.	<u>1500</u>

Decision Information:

Approval _____ Denial _____ Decision Date: _____

Comments/Conditions:

BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

Planning Process Extension Agreement

The Pennsylvania Municipality Planning Code (MPC) and the Conshohocken Borough Subdivision and Land Development Ordinance state that action must be taken by the Borough within ninety (90) days after a complete application is filed with the Borough. In the Borough, larger and complicated projects have historically required additional time in order to complete a thorough review before being considered for approval. As such, an applicant may voluntarily waive the timing requirement at any time, but is encouraged to submit this waiver with the completed application.

I, the applicant, hereby voluntarily waive the timing requirement as set forth in the MPC (Section 509) and the Conshohocken Borough Subdivision and Land Development Ordinance (Section 22-308).


Applicant signature

5-8-19
Date


Received by (Borough)

5/13/19
Date

BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

ESCROW AGREEMENT
FOR PROFESSIONAL REVIEW FEES


SUBDIVISION/LAND DEVELOPMENT APPLICATIONS

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Borough Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Borough. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or \$250, whichever is greater, the Borough may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signed



Applicant

Date: 5-8-19

BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

ESCROW AGREEMENT
FOR PROFESSIONAL REVIEW FEES

PRE-SUBMISSION MEETING

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Borough Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Borough. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

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NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signature

Applicant

Date: 5-8-19







003805

DEED

THIS INDENTURE, MADE THE 31st day of October, 2001

BETWEEN ROBERT CUTLER (hereinafter called the Grantor), party of the one part,

and

PHILADELPHIA BUSINESS SERVICES REALTY CO., INC. (hereinafter called the Grantee), party of the other part,

WITNESSETH That the said Grantor for and in consideration of the sum of TWO HUNDRED SIXTY THOUSAND (\$260,000.00) DOLLARS lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, Grantor has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN lot or piece of ground situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania bounded and described as follows, to wit:

BEGINNING at a point on the Southerly side of Hector Street at the distance of 60.00 feet Westwardly from the point of intersection of the said side of Hector Street with the Westerly side of Jones Street; thence along land of Walter Olszta Southwardly 200.00 feet to a point on the Northerly side of Elm Street; thence along the said side thereof Westwardly 60.00 feet to a point a corner of land of Henry X. Woljon; thence along the same and land of Moczyalowsky Northwardly 200.00 feet to a point on the Southerly side of Hector Street aforesaid and thence along the said side thereof Eastwardly 60.00 feet to the place of beginning.

BEING PARCEL NO. 05-00-05916-00-1.

BEING No. 541 East Hector Street.

BEING the same premises which ROBERT CUTLER AND PATRICIA CUTLER by Deed dated 8/10/1988 and recorded 8/23/1988 in Montgomery County in Deed Book 4884, page 693 granted and conveyed unto ROBERT CUTLER, grantor herein, in fee.

B
200
1300
1300
900
50

02 FEB 19 PH 12:20

085395961589

TOGETHER with all and singular buildings and improvements, ways, streets, alleys, driveways, passages, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, 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 with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever,

AND the said Grantor, for himself and his heirs, executors and administrators, do covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that the said Grantor and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against them, the said Grantor and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them or any of them, shall and will by these presents **WARRANT** and forever **DEFEND**.

IN WITNESS WHEREOF, the parties of the first part hereunto set their hands and seals.
Dated the day and year first above written.

SEALED AND DELIVERED }
in the presence of us: }

Robert Cutler
ROBERT CUTLER

REALTY TRANS TAX PAID	
STATE	2600.00
LOCAL	2600.00
PER	00

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-05916-00-1 CONSHOCKEN
541 E HECTOR ST
CUTLER ROBERT
B 038 U 028 L
3320 DATE: 01/15/02

085396PG1590

ACKNOWLEDGEMENT

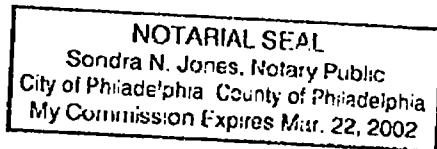
COMMONWEALTH OF PENNSYLVANIA SS:
PHILADELPHIA COUNTY

On this, the 31 day of Oct, 2001, before me, a Notary Public, the undersigned officer personally appeared **ROBERT CUTLER** known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

My commission Expires:

Notary Public



APPROVED
Borough of Conshohocken
Date: 1/4/02 (pd)

#003805	
CONSHOCKEN BORO	2600.00
STATE STAMP	2600.00
TOTAL	5200.00
CHECK	2600.00
CHECK	2600.00
ITEM 2	
02-19-02 TUE #1	CASH-11 8895 15:19TH

085396PG1591

File No. TA- 11824

DEED

ROBERT CUTLER

TO

PHILADELPHIA BUSINESS SERVICES REALTY CO., INC.

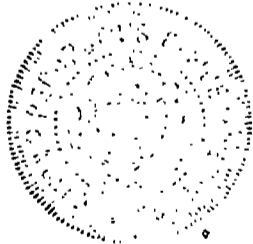
PREMISES: 541 HECTOR STREET
CONSHOHOCKEN PENNSYLVANIA

The address of the above-named Grantee:

541 Hector
Conshohocken Pa
Apr 11 1942

KINDLY RECORD AND RETURN TO:

THE ABSTRACT COMPANY
1520 LOCUST STREET, 11TH FLOOR
PHILADELPHIA, PA 19102



Margaret J. ...

DB 396PG1592



GILMORE & ASSOCIATES, INC.
Engineering & Consulting Services

December 21, 2005

File No. 05-348

Kevin Earley
E. P. Henry Corporation
201 Park Avenue, P.O. Box 615
Woodbury, NJ 08096

Reference: Parker Ford Manufacturing Facility ~ Eco Paver Infiltration Test Investigation
East Coventry Township, Chester County, Pennsylvania

INTRODUCTION

This letter summarizes the results of the infiltration testing conducted on E. P. Henry's Eco Paver unit at the above referenced site. To facilitate the study, Gilmore & Associates, Inc. (G&A) performed one single-ring infiltration test for each of the two Eco Paver pad locations on November 4, 2005. The purpose of this investigation was to establish a base (control) infiltration rate for stormwater passing through the paver surface into two types of subbase material. Additional tests are planned over the next two years at each Eco Paver pad. This testing did not examine infiltration of water into the soil subgrade.

SETTING

In the week prior to our investigation, E. P. Henry constructed two identical Eco Paver pad sections. Each pad was approximately 100 square feet in size. One pad site had a subbase of PennDOT 2A stone (3/4" minus), while the other utilized AASHTO #57 open-graded stone (3/4" clean). Each pad section included 15-inches of stone and 2-inches of No. 8 gravel, with pea gravel spread between the units (See Image 1). The Eco Paver's interlocking fingers are designed to create a 10% pervious area (See Image 2).

PROCEDURE

Two Eco Paver test pad sites were constructed and covered from the elements until the day of the infiltration investigation. A single-ring infiltrometer was used at each pad location in a modified test, known as a "surface inundation test." A double-ring infiltrometer was not utilized in this investigation because water infiltration was too fast for the outer ring to maintain a constant head. The single-ring test used during this study was a modified version of ASTM D 3385. The single-ring infiltrometer consisted of a 0.25-inch gauge, 12-inch diameter, 18-inch high steel cylinder. The ring was placed on the pavers so that the minimum, or most conservative, infiltration area was exposed at the cylinder base and then sealed to the Eco Paver surface with plumber's putty. A picture of the ring placement is shown in Image 5.

Water was added to the single-ring in 5-gallon intervals. At the end of each five gallons, the time was then recorded for 1-inch of drop in the water level. This test is not as accurate as the double-ring infiltrometer test because the surface inundation test allows for horizontal water migration, while the double-ring does not. However, due to the very high rate of infiltration, this method is a means of collecting rough infiltration rates. The infiltration results for the two Eco Paver pad sites are located in Table 1.

Building on a Foundation of Excellence

350 E. Butler Avenue, New Britain, PA 18901 • 215-345-4330 • Fax: 215-345-8606

www.gilmore-assoc.com

Kevin Earley
E. P. Henry Corporation
Reference: Parker Ford Distribution Facility – Eco Paver Infiltration Test Investigation
East Coventry Township, Chester County, Pennsylvania
File No. 05-348
December 21, 2005

2

RESULTS

An infiltration rate of 1"/13sec. (276 in./hr.) was observed after eighty gallons of water was added to the pad site with a 2A stone base. A 1"/3sec. (1200 in./hr.) infiltration rate was observed after fifty gallons of water was added to the pad site with a #57 stone base. Infiltration test results are included in Table 1.

Based on the infiltration rates observed during the investigation, both the open-graded aggregate (#57) and ¾" minus aggregate (2A) have very high initial infiltration rates. Testing will continue on a regular basis so that a plot of the unmaintained pad's infiltration performance over time can be generated. The next test is scheduled for April 2006.

Respectfully submitted,



Matthew C. Hostrander
Soil Scientist
Gilmore & Associates, Inc.



Trevor G. Woodward, P.G.
Project Manager
Gilmore & Associates, Inc.

MCH/dmk

Enclosures: Infiltration Test Results – Table 1
Infiltration Images

cc: Mike Scharnikow – E. P. Henry Corporation



Eco Paver
pea gravel
leveling pad

1



Eco Paver
installation
over pea
gravel
utilizing
interlocking
fingers

2



2A stone
subbase Eco
Paver pad

3



Pea gravel
placement
between Eco
Paver units

4



Single-ring
placement
for surface
inundation
test

5



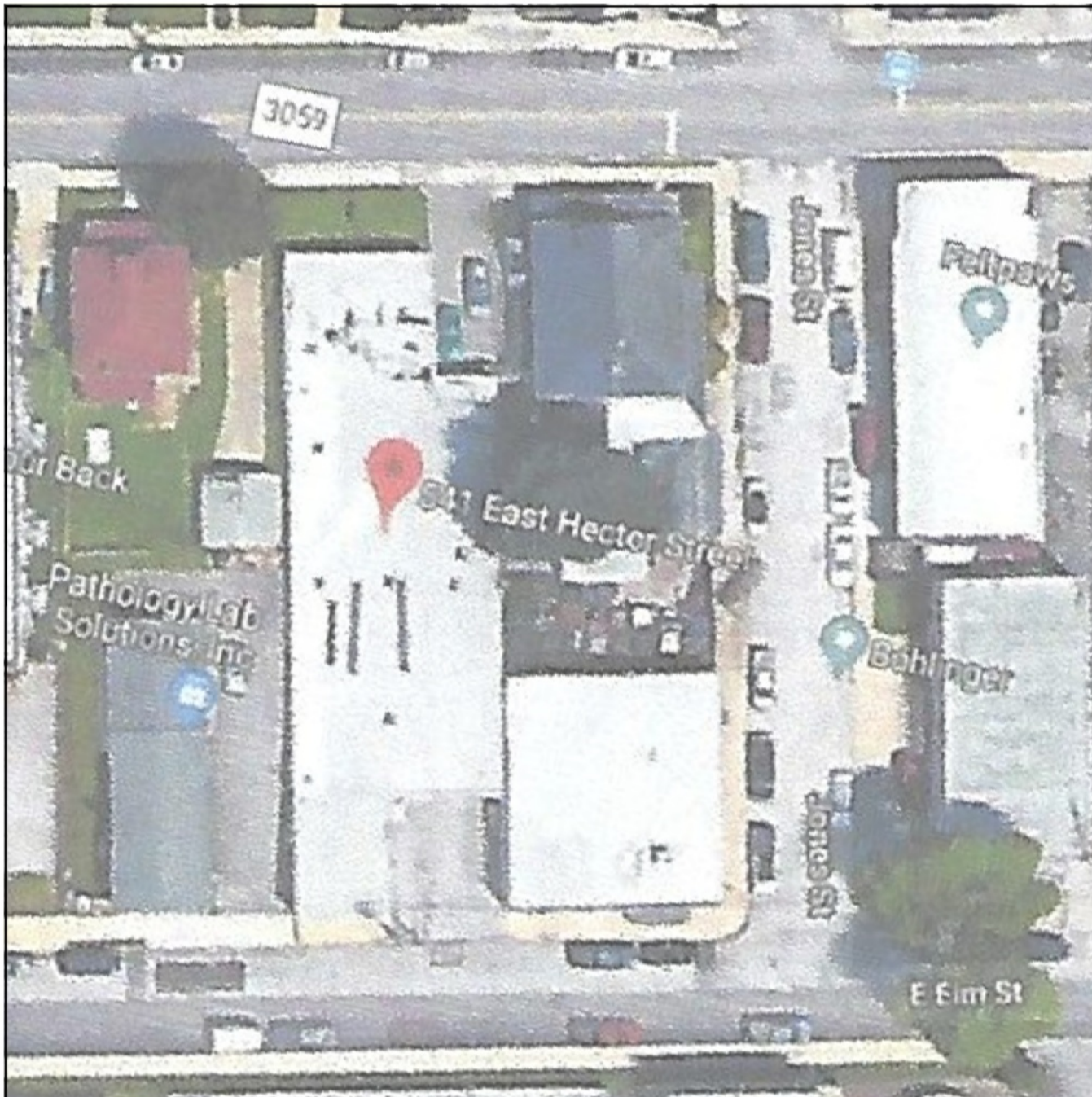
Surface
inundation
test

6

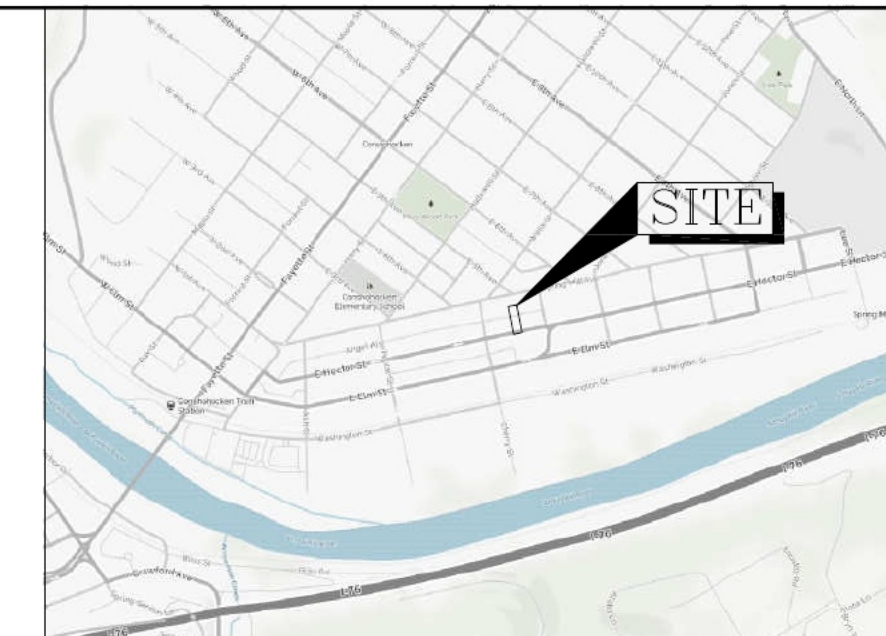
536 E Hector St



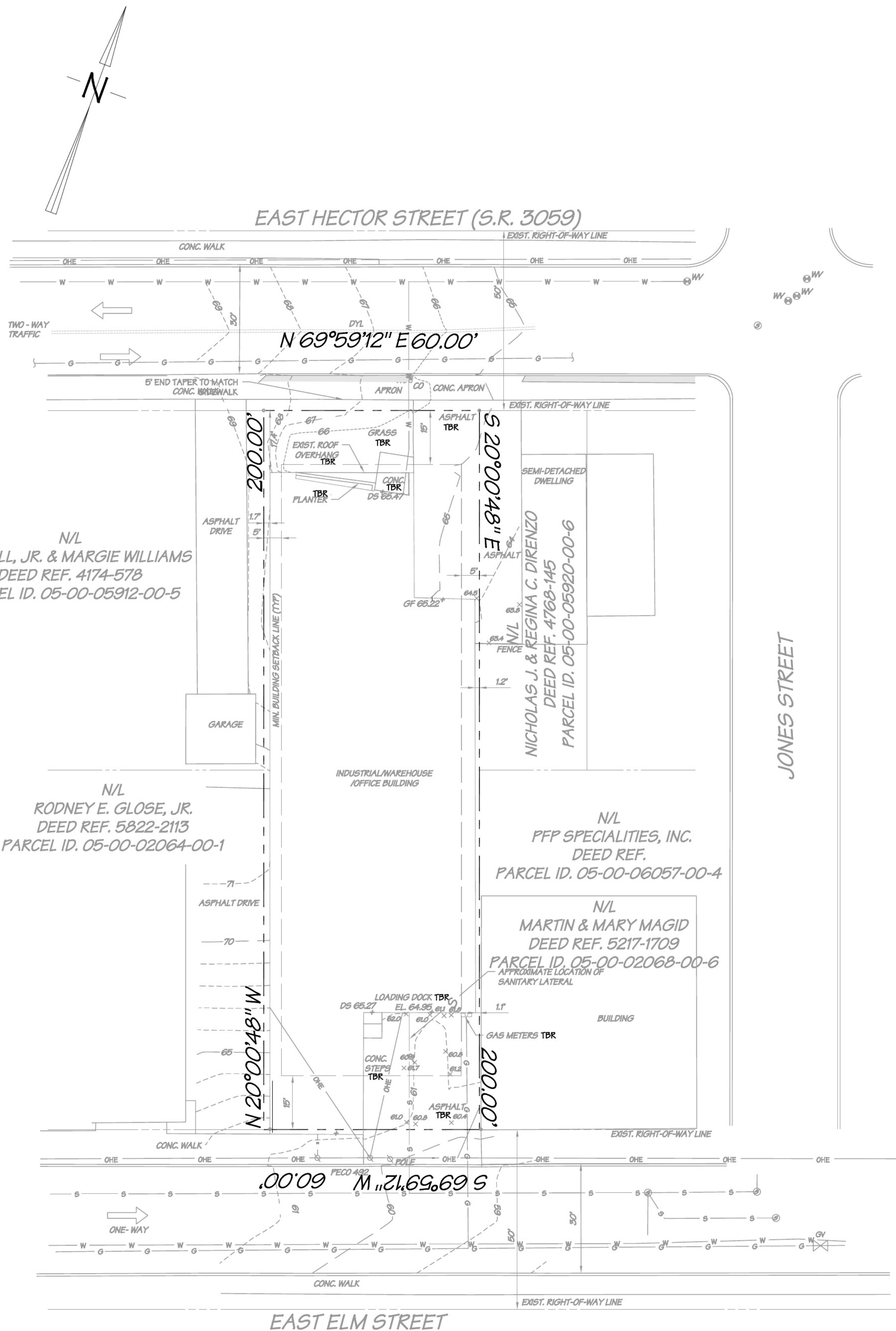
Image capture: Nov 2017 © 2018 Google



AERIAL MAP
SCALE 1"=50'



LOCATION MAP
NOT TO SCALE



N/L
RUSSELL, JR. & MARGIE WILLIAMS
DEED REF. 4174-573
PARCEL ID. 05-00-05912-00-5

N/L
RODNEY E. GLOSE, JR.
DEED REF. 5822-2113
PARCEL ID. 05-00-02064-00-1

N/L
PPF SPECIALTIES, INC.
DEED REF.
PARCEL ID. 05-00-06057-00-4

N/L
MARTIN & MARY MAGID
DEED REF. 5217-1709
PARCEL ID. 05-00-02068-00-6

SHEET INDEX

EXISTING CONDITIONS PLAN	SHEET 1
PRELIMINARY FINAL LAND DEVELOPMENT PLAN	SHEET 2*
EROSION AND SEDIMENTATION CONTROL PLAN	SHEET 3
DETAIL SHEET 1	SHEET 4
DETAIL SHEET 2	SHEET 5

*TO BE RECORDED



GENERAL NOTES

- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON AUGUST 8, 2018.
- HORIZONTAL BEARINGS ARE ASSUMED FROM AZIMUTH READINGS. VERTICAL DATUM IS REFERENCED TO NAVD83.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC (VCELLC) WAS CONTRACTED TO PERFORM, EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC (VCELLC).
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. VASTARDIS CONSULTING ENGINEERS, LLC (VCELLC) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. VCELLC DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, VCELLC SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. VCELLC HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
- THIS PROPERTY IS LOCATED OUTSIDE OF THE FEMA DESIGNATED AE ZONE AND IS THEREFORE NOT LOCATED WITHIN THE BOROUGH FLOOD PLAIN CONSERVATION DISTRICT.

ZONING REQUIREMENT
LL LIMITED INDUSTRIAL DISTRICT

	REQUIRED	EXISTING
LOT AREA	12,000 S.F.	12,000 S.F. (NET)
MIN. FRONT YARD SETBACK *	25 FT.	17.2 FT./O FT. (EXISTING NON-CONFORMING)
MIN. REAR YARD SETBACK	15 FT.	N/A
MIN. SIDE YARD SETBACK **	10 FT.	11 FT./17 FT. (EXISTING NON-CONFORMING)
MAX. BUILDING COVERAGE	50%	72.5% (EXISTING NON-CONFORMING)
MAX. IMPERVIOUS SURFACES	75%	91.06% (EXISTING NON-CONFORMING)
MAX. BUILDING HEIGHT	40 FT.	<35 FT.

- * EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.
- ** EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 15'.
- *** EXISTING NON-CONFORMING REFER TO THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE FOR COMPLETE TEXT OF ALL REGULATIONS.

PROPERTY OWNER

CRAFT CUSTOM HOMES, LLC
251 REDWOOD ROAD
KING OF PRUSSIA, 19406

PROPERTY INFORMATION

DEED REF. 8396-1589
PARCEL ID. 05-00-05912-00-1
NET LOT AREA 12,000 S.F.

IMPERVIOUS COVERAGE

	EXISTING
BUILDING	9,867 S.F.
ASPHALT	1,984 S.F.
CONCRETE	86 S.F.
TOTAL	10,927 S.F.
LAWN/LANDSCAPE	1,078 S.F.

LEGEND

- 70 --- EXIST. 5' CONTOURS
- 71 --- EXIST. 1' CONTOURS
- --- EXIST. BOUNDARY LINE
- --- EXIST. RIGHT-OF-WAY
- --- EXIST. BUILDING SETBACK LINE
- W --- EXIST. WATER LINE
- G --- EXIST. UNDERGROUND GAS LINE
- S --- EXIST. SANITARY SEWER LINE
- OHE --- EXIST. OVERHEAD ELECTRIC LINE
- X 60.8 --- EXIST. SPOT ELEVATION
- X DS 65.27 --- EXIST. DOOR BILL ELEVATION
- W --- EXIST. WATER SERVICE
- W --- EXIST. WATER VALVE
- W --- EXIST. SANITARY MANHOLE
- CO --- EXIST. CLEANOUT
- W --- EXIST. UTILITY POLE

NUM.	DATE	REVISION
4	07-15-20	REVISED PER BOROUGH CONSULTANT REVIEW
3	05-01-20	REVISED PER BOROUGH CONSULTANT REVIEW
2	01-06-20	REVISED PER BOROUGH ENGINEER REVIEW
1	08-22-19	REVISED PER ZONING, TRAFFIC, TOWNSHIP ENGINEER REVIEWS

VASTARDIS
CONSULTING ENGINEERS, LLC

PLAN PREPARED FOR:

CRAFT CUSTOM HOMES, LLC
541 E. HECTOR STREET

BOROUGH OF CONSHOHOCKEN MONTGOMERY COUNTY PENNSYLVANIA

EXISTING CONDITIONS PLAN

DRAWN BY	SDI
CHECKED BY	WV
DATE	03-19-19
SCALE	1"=20'

SHEET
1
OF 5



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-242-7176. NON-MEMBERS MUST BE CONTACTED DIRECTLY.

PA ACT 172 (1986) REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.

OTHER REGULATORY REQUIREMENTS: (1) PRIOR TO OBTAINING AN EXCAVATION PERMIT, YOU MUST BE MADE TO DETERMINE THE LOCATION OF ALL UTILITIES IN THE AREA TO BE EXCAVATED. (2) IF YOU ARE NOT A MEMBER OF THE ONE CALL SYSTEM, YOU MUST CONTACT THE UTILITIES TO DETERMINE THE LOCATION OF ALL UTILITIES IN THE AREA TO BE EXCAVATED. (3) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND SHOWN ON THE EXCAVATION PERMIT. (4) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND SHOWN ON THE EXCAVATION PERMIT. (5) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND SHOWN ON THE EXCAVATION PERMIT.

OUTSIDE PENN. OR IN THE PITTSBURGH AREA WE CAN ALSO BE REACHED AT 412-262-7100

PA ONE CALL
SERIAL NO. 20190181419
TAX PARCEL ID. 05-00-05916-00-1

NICHOLAS L. VASTARDIS, P.E.

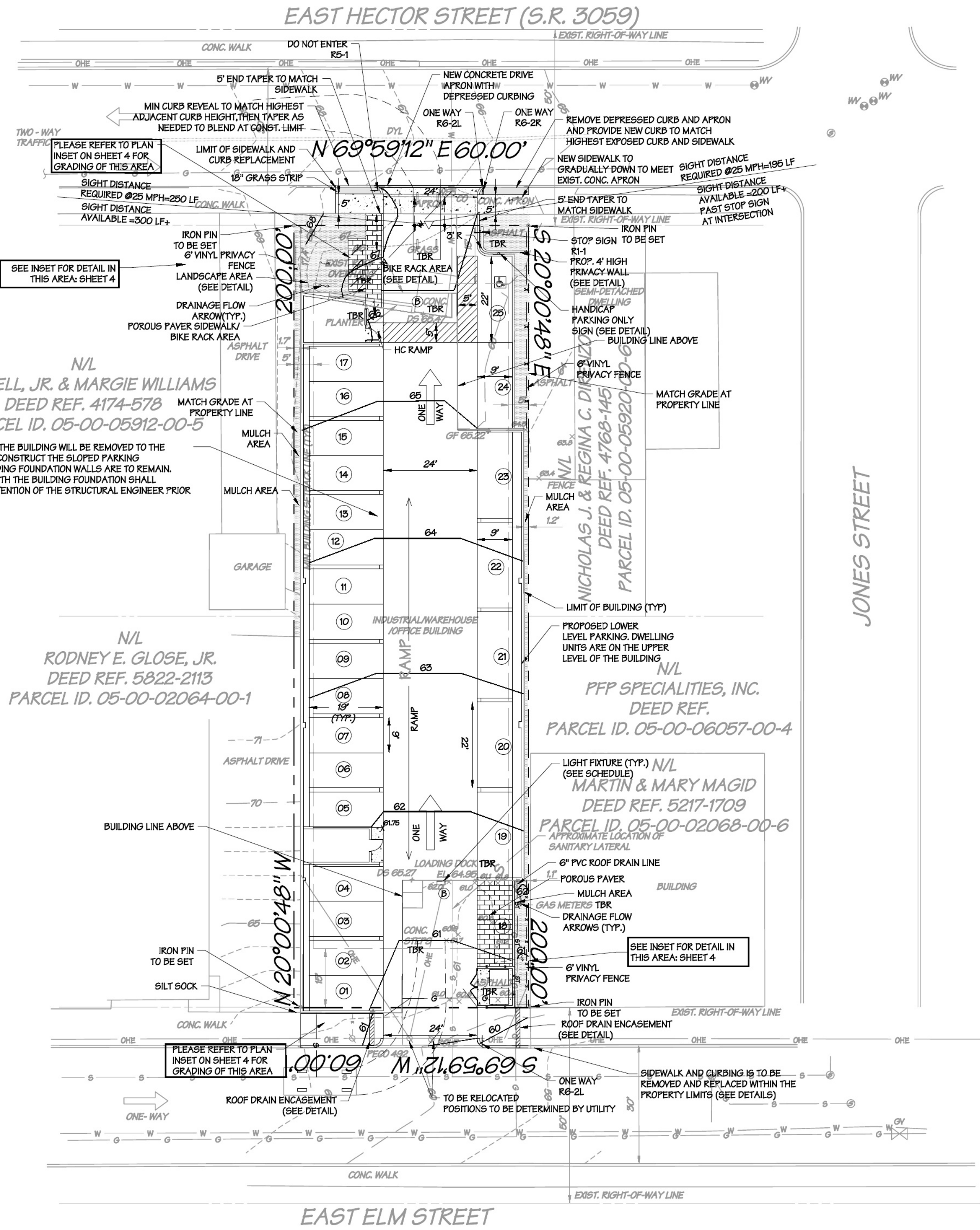
CONSTRUCTION SEQUENCE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION, STABILIZATION, AND MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROL AND RELATED ITEMS ON THE PLANS. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION CONTROLS MUST BE PROPERLY MAINTAINED. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL CONTROLS AFTER EACH STORM EVENT AND ON A WEEKLY BASIS. THE CONTRACTOR IS ADVISED TO BECOME FAMILIAR WITH THE PROVISIONS OF APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION; SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE II, WATER RESOURCES, CHAPTER 102, EROSION CONTROL. SHOULD UNFORESEEN EROSION CONDITIONS DEVELOP DURING CONSTRUCTION, THE CONTRACTOR SHALL TAKE ACTION TO REMEDY SUCH CONDITIONS AND TO PREVENT DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF INCREASED RUNOFF AND/OR SEDIMENT DISPLACEMENT. STOCKPILES OF MATERIALS FOR USE AS CONTROL MEASURES SHALL BE HELD IN READINESS TO DEAL IMMEDIATELY WITH EMERGENCY PROBLEMS OF EROSION.

ANTICIPATED START OF CONSTRUCTION: SPRING 2020
 ANTICIPATED COMPLETION OF CONSTRUCTION: SPRING 2021

- CONSTRUCTION SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE.
- CONSTRUCTION SHALL COMMENCE UPON RECEIPT OF THE NECESSARY PERMITS FROM BOROUGH OF CONSHOHOCKEN.
- CONTRACTOR SHALL CONTACT UNDERGROUND UTILITIES AS PER ACT 187, AT LEAST 5 DAYS PRIOR TO ANY EARTHMOVING OR CONSTRUCTION.
- THE APPLICANT SHOW NOTIFY THE BOROUGH AND BOROUGH ENGINEER A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- FIELD MARK THE LIMIT OF DISTURBANCE AS INDICATED ON THE PLAN.
- FIELD MARK ALL UTILITY SERVICE LINES AND LATERALS AND DISCONNECT OR PROTECT THE LINES AND LATERALS AS NECESSARY.
- INSTALL SEDIMENT BARRIERS AS SHOWN ON THE PLAN.
- STRIP AND STOCKPILE TOPSOIL IN THE AREA OF THE PROPOSED CONSTRUCTION.
- ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH PA DEP SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA CODE 2601 ET SEQ, 2711, AND 2871 ET SEQ. NO BUILDING MATERIALS, WASTES, OR UNUSED BUILDING MATERIALS SHALL BE BURIED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
- ROUGH GRADE THE AREA OF THE PROPOSED IMPROVEMENTS, AND THEN BEGIN CONSTRUCTION OF THE IMPROVEMENTS. ROUTINE END-OF-DAY CHECKS AND FOLLOWING STORMS SHALL BE MADE DURING CONSTRUCTION SHALL BE MADE TO ENSURE EROSION AND SEDIMENT CONTROL MEASURES ARE WORKING PROPERLY.
- FINE GRADE AND STABILIZE ALL DISTURBED AREAS, IMMEDIATELY STABILIZE DISTURBED AREAS WITH PERMANENT GROUND COVER AS OUTLINED ON THE PLANS.
- ONCE ALL DISTURBED AREAS ARE STABILIZED, THE SEDIMENT BARRIERS AND OTHER EROSION AND SEDIMENTATION CONTROL FEATURES MAY BE REMOVED. IMMEDIATELY STABILIZE ANY AREAS THAT ARE DISTURBED DURING THIS PROCESS.
- STABILIZATION SHALL CONSIST OF A MINIMUM OF 70% OF GOOD VEGETATIVE COVER.

THE EXISTING FLOOR OF THE BUILDING WILL BE REMOVED TO THE EXTENT NECESSARY TO CONSTRUCT THE SLOPED PARKING AREA SHOWN. THE BUILDING FOUNDATION WALLS ARE TO REMAIN. POTENTIAL CONFLICTS WITH THE BUILDING FOUNDATION SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.



GENERAL NOTES

- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON AUGUST 8, 2018.
- HORIZONTAL BEARINGS ARE ASSUMED FROM AZIMUTH READINGS. VERTICAL DATUM IS REFERENCED TO GSP98.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO) HAS CONTRACTED TO PERFORM, EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO).
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO) MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. VCELLO DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, VCELLO SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. VCELLO HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
- THIS PROPERTY IS LOCATED OUTSIDE OF THE FEMA DESIGNATED ZONE AND IS THEREFORE NOT LOCATED WITHIN THE BOROUGH FLOOD PLAN CONSERVATION DISTRICT.
- CONTRACTOR SHALL MAKE SURE ANY MUD, DIRT, OR DEBRIS THAT REACHES THIS OR ANY ADJOINING ROAD AS A RESULT OF THIS PROJECT WILL BE REMOVED IMMEDIATELY. SHOULD THIS BE INEFFECTIVE, A STABILIZED CONSTRUCTION ENTRANCE WILL BE NECESSARY.
- CONTRACTOR MUST VERIFY THE DEPTH AND LOCATION OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE START OF WORK AS PER ACT 187. CONTRACTOR SHALL CONTACT THE UNDERGROUND UTILITY SERVICE AT LEAST 5 DAYS PRIOR TO ANY EARTHMOVING, DEMOLITION, OR CONSTRUCTION.
- THE EXISTING FOUNDATION AND BUILDING WALLS ARE BEING USED FOR THE NEW PROPOSED BUILDING.
- ALL NEW ELECTRICAL SERVICES SHALL BE UNDERGROUND.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE QUALITY AND CORRECTNESS OF COMPLETED WORK. THE PROPERTY OWNER MAY DESIGNATE A CONTRACTOR CONSULTANT OR OTHER AGENT TO COORDINATE INSPECTIONS WITH THE BOROUGH. THE PROPERTY OWNER IS RESPONSIBLE FOR ALL OUTSIDE CONSULTANT FEES INCURRED BY THE BOROUGH.
- ANY COMPLETED WORK THAT DOES NOT COMPLY WITH APPLICABLE STANDARDS SUCH AS THE AMERICANS WITH DISABILITIES ACT (ADA), PENNDOT SPECIFICATIONS AND CONSTRUCTION STANDARDS, OR THE BOROUGH OF CONSHOHOCKEN TYPICAL DETAILS SHALL BE REMOVED AND REPLACED. PROPERTY OWNERS ARE ENCOURAGED TO WITHHOLD PAYMENT FOR WORK PERFORMED UNTIL ALL WORK AND RESTORATIONS ARE ACCEPTED BY THE BOROUGH IN WRITING.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE WITH THE BOROUGH STORMWATER MANAGEMENT ORDINANCE. SPECIFICALLY, ALL WORK SITES SHALL BE PROTECTED FROM EROSION AND SEDIMENT RUNOFF IN ACCORDANCE WITH MONTGOMERY COUNTY CONSERVATION DISTRICT REQUIREMENTS. FAILURE TO INSTALL AND MAINTAIN ACCEPTABLE EROSION CONTROLS WILL RESULT IN WORK STOPPAGES AND FINES IN ACCORDANCE WITH THE BOROUGH ORDINANCE.
- EROSION CONTROL INLET PROTECTION SHALL BE INSTALLED IN THE NEAREST DOWNSTREAM INLET OF ALL WORK SITES. PPE TRENCHES SHALL BE PUMPED THROUGH A WATER FILTER BAG.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION LAYOUT. THE BOROUGH INSPECTOR WILL VERIFY THAT THE APPROPRIATE CONSTRUCTION DETAILS ARE BEING FOLLOWED AND THAT THE APPROPRIATE METHODS ARE BEING USED. THE BOROUGH INSPECTOR DOES NOT APPROVE ANY PHYSICAL PRODUCT UNTIL THE WORK IS COMPLETE. ANY PERCEIVED APPROVAL OF LAYOUT, FORMWORK, ETC., DOES NOT ABSOLVE THE CONTRACTOR FROM ENSURING THAT THE FINAL PRODUCT COMPLIES WITH ALL APPLICABLE STANDARDS.
- THE OWNER IS RESPONSIBLE FOR REPLACING ANY EXISTING FEATURES DAMAGED DURING CONSTRUCTION AND WILL BE REPLACED AT NO COST TO THE BOROUGH.

ZONING REQUIREMENT

II LIMITED INDUSTRIAL DISTRICT

	REQUIRED	EXISTING	PROPOSED
LOT AREA	12,000 SF	12,000 SF (NET)	12,000 SF (NET)
MIN. FRONT YARD SETBACK *	25 FT.	17.2 FT. (EXISTING NON-CONFORMING)	17.2 FT. (NET)
MIN. REAR YARD SETBACK	15 FT.	N/A	N/A
MIN. SIDE YARD SETBACK **	10 FT.	11 FT. (EXISTING NON-CONFORMING)	11 FT. (NET)
MAX. BUILDING COVERAGE	50%	72.5% (EXISTING NON-CONFORMING)	72.5%
MAX. IMPERVIOUS SURFACES	75%	91.06%	90.66%
MAX. BUILDING HEIGHT	40 FT.	<35 FT.	40 FT.

- * EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.
- ** EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 15'.

RESIDENTIAL OVERLAY DISTRICT

II LIMITED INDUSTRIAL DISTRICT

	REQUIRED	PROPOSED
MAXIMUM DENSITY	35 DWELL/AC	45.5 DWELL/AC
MINIMUM TRACT AREA	1 AC	0.275 AC *
FRONT YARD	30 FT.	17 FT. *
SIDE YARD	10 FT. (EA)	17 FT. (2 FT. *)
REAR YARD	0 FT. *	0 FT. *
MAX. BUILDING COVERAGE	40%	72.5% *
MAX. IMPERVIOUS SURFACES	80%	90.66% *
PARKING AREA SETBACK	10 FT.	4 FT. *
INTERVAL DRIVEWAY SETBACK	10 FT.	10 FT.
HEIGHT LIMIT	35 FT.	40 FT.

* EXISTING NON-CONFORMING

REFER TO THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE FOR COMPLETE TEXT OF ALL REGULATIONS.

PROPERTY OWNER

CRAFT CUSTOM HOMES, LLC
 291 REDWOOD ROAD
 KING OF PRUSSIA, PA 19406

PROPERTY INFORMATION

DEED REF. 0596-1508
 PARCEL ID. 05-00-05916-00-1
 NET LOT AREA 12,000 S.F.



LEGEND

- 70 --- EXIST. 5' CONTOURS
- 71 --- EXIST. 1' CONTOURS
- --- EXIST. BOUNDARY LINE
- --- EXIST. RIGHT-OF-WAY
- --- EXIST. BUILDING SETBACK LINE
- --- EXIST. WATER LINE
- --- EXIST. UNDERGROUND GAS LINE
- --- EXIST. SANITARY GEMER LINE
- --- EXIST. OVERHEAD ELECTRIC LINE
- --- EXIST. SPOT ELEVATION
- --- EXIST. DOOR SILL ELEVATION
- --- EXIST. WATER SERVICE
- --- EXIST. WATER VALVE
- --- EXIST. SANITARY MANHOLE
- --- EXIST. CLEANOUT
- --- EXIST. UTILITY POLE

SOILS INFO.

Udud - URBAN LAND - UDORIENTS; LIMESTONE COMPLEX 0-8% SLOPES
 WELL-DRAINED, 4-6 FEET THICK, COMPRISED OF SILTY CLAY LOAM.
 TEXTURE: VARGES

LIMITATIONS:
 DEPTH TO SEASONAL HIGH WATER TABLE - 6-24"
 DEPTH TO BEDROCK - 20-80"
 ROAD SUBGRADE - VARIABLE
 ROAD FILL - VARIABLE
 TOPSOIL - VARIABLE
 HYDROLOGIC SOIL CLASSIFICATION - NA

PARKING REQUIREMENTS

REQUIRED OFF-STREET PARKING REQUIREMENT IS 2 SPACES PER DWELLING UNIT. 12 DWELLING UNITS PLANNED. THEREFORE 24 SPACES ARE REQUIRED AND 25 SPACES ARE PROVIDED.

IMPERVIOUS COVERAGE

	EXISTING	PROPOSED
BUILDING	8,867 S.F.	8,867 S.F.
ASPHALT	1,984 S.F.	1,767 S.F.
CONCRETE	86 S.F.	80 S.F.
POROUS PAVERS	--- S.F.	350 S.F.
TOTAL	10,927 S.F.	10,979 S.F.

NOTE: POROUS PAVERS COUNT AS 50% IMPERVIOUS COVERAGE

ZONING ORDER

AND NOW, THIS 19TH DAY OF NOVEMBER, 2018, THE APPLICATION OF CRAFT CUSTOM HOMES, LLC, SEEKING BOTH A SPECIAL EXCEPTION FROM THE TERMS OF 27-702(B) (6) AND THREE VARIANCES FROM THE TERMS OF SECTIONS 27-1803(B)(2), (B), AND (12) IS HEREBY GRANTED SUBJECT TO THE FOLLOWING CONDITION:

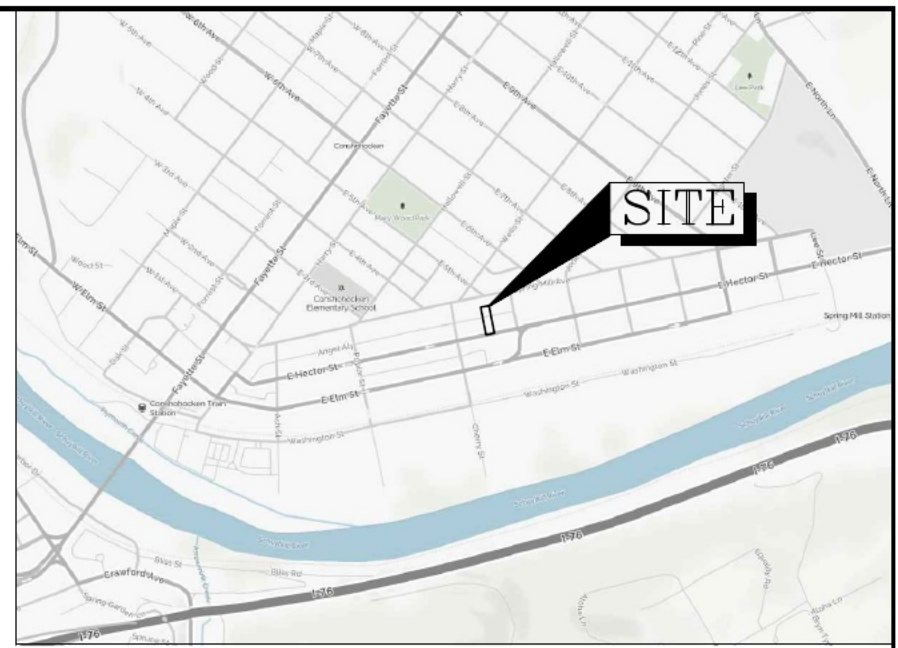
- THE 12 PROPOSED UNITS WILL HAVE NO MORE THAN TWO BEDROOMS EACH.

CONSHOHOCKEN ZONING HEARING BOARD

WAIVER REQUESTS

THE APPLICANT RESPECTFULLY REQUEST THE WAIVERS AS PART OF THIS PROJECT:

- 22-306-A(1) EXISTING FEATURES WITHIN 100 FT. PROVIDING AERIAL MAP.
- 22-306-C ONE SUBMISSION FOR PRELIMINARY FINAL LAND DEVELOPMENT APPROVAL.
- 22-404-2.A PROPOSED DRIVEWAY AND DRIVEWAY CURB CUT WITHIN FRONT YARD SETBACKS.
- 22-404-3.F(2)(4) ACCESSIBLE PARKING SPACE LESS THAN 10 FEET FROM EDGE OF SIDEWALK.
- 22-404-3.G ONE CURB RADIUS LESS THAN A 5' RADIUS.
- 22-408-2 TO PERMIT PROPOSED GRADING WITHIN 5 FEET OF THE PROPERTY LINES.
- 22-421.4 (PARTIAL) TO PROVIDE TWO LESS STREET TREES THAN REQUIRED.
- 22-421.5 MULTI-FAMILY DEVELOPMENT SCREENING.
- 22-421.6 PEDESTRIAN LIGHTING PROVIDED ALONG BOTH SIDES OF PUBLIC STREETS WHERE SIDEWALK EXISTS.



BOROUGH APPROVAL

APPROVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF CONSHOHOCKEN THIS _____ DAY OF _____, 2020.

COUNCIL SECRETARY _____ COUNCIL PRESIDENT _____

DATE _____ DATE _____

ACKNOWLEDGMENT OF INTENT

CRAFT CUSTOM HOMES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY HAS LAID OUT UPON ITS LAND SITUATE IN BOROUGH OF CONSHOHOCKEN, MONTGOMERY COUNTY, PENNSYLVANIA, CERTAIN IMPROVEMENTS ACCORDING TO ACCOMPANYING PLAN AND DESIRES THAT THE PLAN BE RECORDED AS SUCH ACCORDING TO LAW.

CRAFT CUSTOM HOMES, LLC

BY: _____ DATE _____

RYAN ALEXAKI, MEMBER

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF MONTGOMERY

ON THIS, _____ DAY OF _____, 2020, BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC, IN AND FOR THE COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED RYAN ALEXAKI, WHO ACKNOWLEDGED HIMSELF TO BE A MEMBER OF CRAFT CUSTOM HOMES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, AND AS SUCH MEMBER BEING AUTHORIZED TO DO SO DELEGATED THE PLAN FOR THE PURPOSES CONTAINED HEREIN.

NOTARY PUBLIC _____ (SEAL)

MY COMMISSION EXPIRES: _____

BOROUGH ENGINEER'S CERTIFICATION:

REVIEWED BY THE BOROUGH OF CONSHOHOCKEN ENGINEER THIS _____ DAY OF _____, 2020.

SURVEYOR'S CERTIFICATE, BOUNDARY AND TOPOGRAPHY

THIS IS TO CERTIFY THAT THIS PLAN REPRESENTS A FIELD SURVEY BY ME OR UNDER MY SUPERVISION, THAT ALL PROPERTY CORNERS ARE SET AS SHOWN HEREON, THAT ALL GEOMETRIC AND GEODETIC DETAILS AS SHOWN ARE CORRECT, AND THAT ALL LOTS OR TRACTS HAVE A BOUNDARY CLOSURE ERROR OF 1/10,000 OR BETTER.

SEAL _____ FLS _____ DATE _____

SU # _____

RECORDER OF DEEDS

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, NORRISTOWN, PENNSYLVANIA, IN PLAN BOOK _____, PAGE NUMBER _____, ON THIS _____ DAY OF _____, 2020.

MCPC NO. _____

PROCESSED AND REVIEWED, A REPORT HAS BEEN PREPARED BY THE MONTGOMERY COUNTY PLANNING COMMISSION IN ACCORDANCE WITH THE MUNICIPALITIES PLANNING CODE.

CERTIFIED THIS DATE _____ FOR THE DIRECTOR _____

MONTGOMERY COUNTY PLANNING COMMISSION

NUM.	DATE	REVISION
4	07-15-20	REVISED PER BOROUGH CONSULTANT REVIEW
3	06-01-20	REVISED PER BOROUGH CONSULTANT REVIEW
2	01-06-20	REVISED PER BOROUGH ENGINEER REVIEW
1	08-22-19	REVISED PER ZONING, TRAFFIC, TOWNSHIP ENGINEER REVIEWS

VASTARDIS CONSULTING ENGINEERS, LLC
 29 Harvey Lane | Malvern, PA 19355 Ph: 610.644.9663 | Fx: 610.644.3789 Email: vcello@verizon.net

PLAN PREPARED FOR:

CRAFT CUSTOM HOMES, LLC
 541 E. HECTOR STREET

BOROUGH OF CONSHOHOCKEN MONTGOMERY COUNTY PENNSYLVANIA

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

DRAWN BY: SDI
 CHECKED BY: MW
 DATE: 03-19-19
 SCALE: 1"=20'
 SHEET 2 OF 5

NICHOLAS L. VASTARDIS, P.E.

BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-986-7868 NON-MEMBERS MAY BE CONTACTED DIRECTLY

PA ACT 72 (1988) REQUIRES THOSE WORKING WITHIN UTILITY RIGHT-OF-WAY TO OBTAIN, DRILL, BLAST OR DEMOLISH.

ON-A-SITE SPECIAL EXCAVATION REQUIREMENTS

PA ONE CALL SERIAL NO. 20190181419 TAX PARCEL ID. 05-00-05916-00-1

CONSTRUCTION SEQUENCE

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 ANTICIPATED COMPLETION OF CONSTRUCTION: SPRING 2021

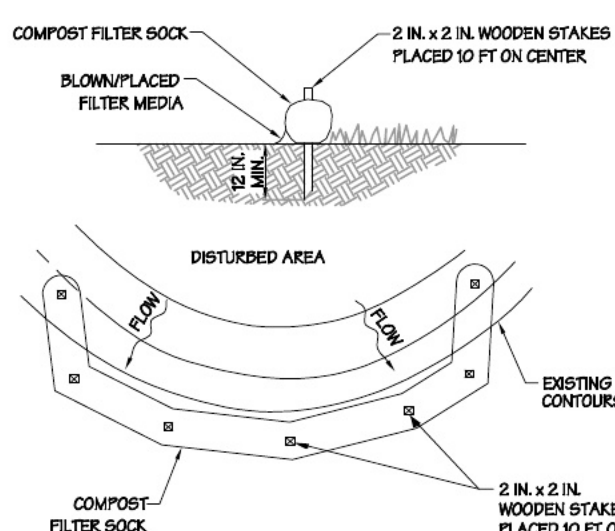
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- STABILIZATION SHALL CONSIST OF A MINIMUM OF 70% OF GOOD VEGETATIVE COVER.

EROSION CONTROL MAINTENANCE PROGRAM

TEMPORARY
 UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION BARRIERS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION BARRIERS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS.

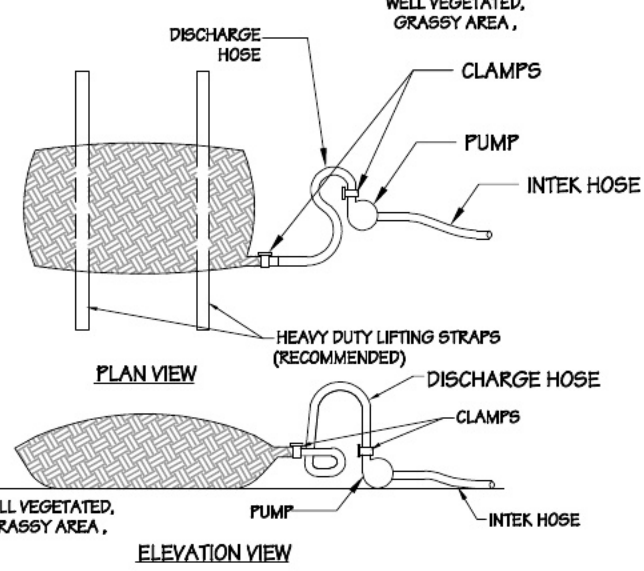
ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEANUP, REPAIR, REPLACEMENT, RECONSTRUCTION, REPAIRS, AND RESETTING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENTATION BARRIERS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BARRIERS OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.

PERMANENT
 PERMANENT EROSION CONTROL MAINTENANCE WILL CONSIST OF MAINTAINING THE BARRIERS.



NOTES:
 SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.
 COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE, WITH BODIES OF THE BARRIERS SHALL BE EXTENDED AT LEAST 6 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRAP AREA.
 TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.
 ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIERS AND DEPOSITED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN. COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
 BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS. PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S INSTRUCTIONS. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SUPPLEMENTED AS A SOIL SUPPLEMENT.
 THE SOCKS MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SUPPLEMENTED AS A SOIL SUPPLEMENT.

STANDARD CONSTRUCTION DETAIL #4-1
 COMPOST FILTER SOCKS (NOT TO SCALE)



LOW VOLUME FILTER BAGS SHALL BE MADE FROM NON WOVEN GEOTEXTILE MATERIAL, BORN WITH HIGH STRENGTH DOUBLE STITCHED 1/2" TIE BEAMS. THEY SHALL BE CAPABLE OF TRAPPING PARTICLES LARGER THAN 100 MICRON. HIGH VOLUME FILTER BAGS SHALL BE MADE FROM WOVEN GEOTEXTILE THAT MEET THE FOLLOWING STANDARDS:

PROPERTY	TEST METHOD	MINIMUM STANDARD
AVERAGE WIDTH STRENGTH	ASTM D-4854	80 LB IN
GRAB TENSILE	ASTM D-4852	225 LB
PUNCTURE	ASTM D-4853	10 LB
MULLEN BURST	ASTM D-3706	300 PSI
UV RESISTANCE	ASTM D-4366	70%
ADD & RETAINED	ASTM D-4761	80 SIEVE

A SUITABLE MEANS OF ACCESSING THE BAG WITH MACHINERY REQUIRED FOR DISPOSAL PURPOSES SHALL BE PROVIDED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME 1/2 FULL OF SEDIMENT. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE FILLED. BAGS SHALL BE PLACED ON STRAPS TO FACILITATE REMOVAL UNLESS BAGS COME WITH LIFTING STRAPS ALREADY ATTACHED.

BAGS SHALL BE LOCATED IN WELL-VEGETATED (GRASSY) AREA, AND DISCHARGE ONTO STABLE, EROSION RESISTANT AREAS. WHERE THIS IS NOT POSSIBLE, A GEOTEXTILE UNDERLAYMENT AND FLOW PATH SHALL BE PROVIDED. BAGS MAY BE PLACED ON FILTER STONE TO INCREASE DISCHARGE CAPACITY. BAGS SHALL NOT BE PLACED ON SLOPES GREATER THAN 3% FOR SLOPES EXCEEDING 5%. CLEAN ROCK OR OTHER NON-ERODIBLE AND NON-POLLUTING MATERIAL MAY BE PLACED UNDER THE BAG TO REDUCE SLOPE STRENGTH.

NO DOWNSLOPE SEDIMENT BARRIERS IS REQUIRED FOR MOST INSTALLATIONS. COMPOST BARRIERS OR COMPOST FILTER SOCKS SHALL BE INSTALLED BELOW BAGS LOCATED IN SLOPES OR DRAINAGE AREAS WITH 10% OR MORE OF ANY RECEIVING SURFACE WATER OR WATERSHEDS, WITHIN 50 FEET OF ANY RECEIVING SURFACE WATER OR WATERSHEDS.

THE PUMP DISCHARGE HOSE SHALL BE INSERTED INTO THE BAGS IN THE MANNER SPECIFIED BY THE MANUFACTURER AND SECURELY CLAMPED. A PIECE OF PVC PIPE IS RECOMMENDED FOR THIS PURPOSE.

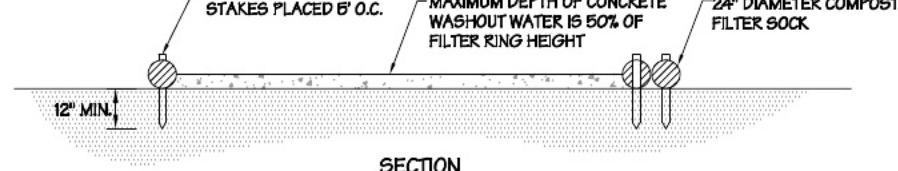
THE PUMPING RATE SHALL BE NO GREATER THAN 750 GPM OR 1/2 THE MAXIMUM SPECIFIED BY THE MANUFACTURER, WHICHEVER IS LESS. PUMP INTAKES SHALL BE FLOATING AND SCREENED.

FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED, PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED.

STANDARD CONSTRUCTION DETAIL #5-16
 PUMPED WATER FILTER BAGS (NOT TO SCALE)



NOTE: 1. INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE.
 2. 1/2" DIA FILTER SOCK MAY BE STACKED ONTO DOUBLE 2 1/2" DIA FILTER SOCKS IN PYRAMIDAL CONFIGURATION FOR ADDED HEIGHT.



NOTES:
 1. INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE.
 2. 1/2" DIA FILTER SOCK MAY BE STACKED ONTO DOUBLE 2 1/2" DIA FILTER SOCKS IN PYRAMIDAL CONFIGURATION FOR ADDED HEIGHT.



A SUITABLE IMPERVIOUS GEOMEMBRANE SHALL BE PLACED AT THE LOCATION OF THE WASHOUT PRIOR TO INSTALLING THE SOCKS.

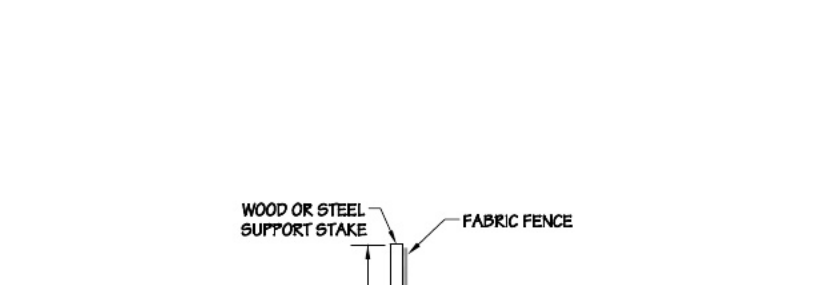
COMPOST SOCK WASHOUT INSTALLATION
 (NOT TO SCALE)

EROSION CONTROL MAINTENANCE PROGRAM

TEMPORARY
 UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION BARRIERS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION BARRIERS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS.

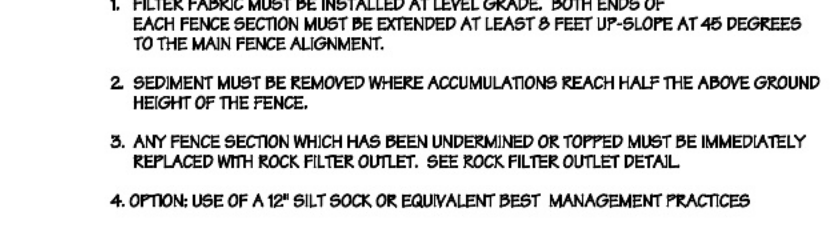
ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEANUP, REPAIR, REPLACEMENT, RECONSTRUCTION, REPAIRS, AND RESETTING MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENTATION BARRIERS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BARRIERS OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.

PERMANENT
 PERMANENT EROSION CONTROL MAINTENANCE WILL CONSIST OF MAINTAINING THE BARRIERS.

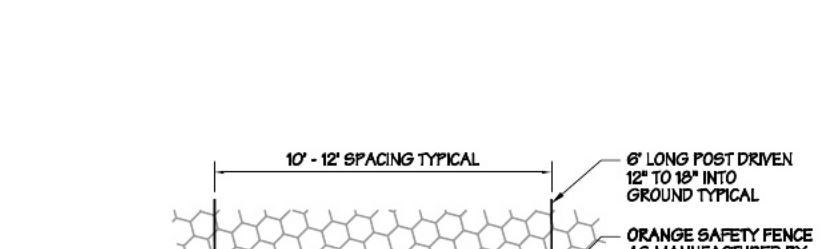


10' FABRIC SILT FENCE DETAIL (NOT TO SCALE)

- FILTER FABRIC MUST BE INSTALLED AT LEVEL GRADE. BOTH ENDS OF EACH FENCE SECTION MUST BE STRENGTHENED AT LEAST 6 FEET UP SLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT.
- SEDIMENT MUST BE REMOVED WHERE ACCUMULATIONS REACH HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
- ANY FENCE SECTION WHICH HAS BEEN UNDERMINED OR TOPPED MUST BE IMMEDIATELY REPAIRED WITH ROCK FILTER SOCKS. SEE ROCK FILTER SOCK DETAIL.
- OPTION OF USE OF A 10' SILT SOCK OR EQUIVALENT BEST MANAGEMENT PRACTICES.



TREE PROTECTION / CONSTRUCTION FENCE DETAIL
 (NOT TO SCALE)



NOTE: 1. INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE.
 2. 1/2" DIA FILTER SOCK MAY BE STACKED ONTO DOUBLE 2 1/2" DIA FILTER SOCKS IN PYRAMIDAL CONFIGURATION FOR ADDED HEIGHT.

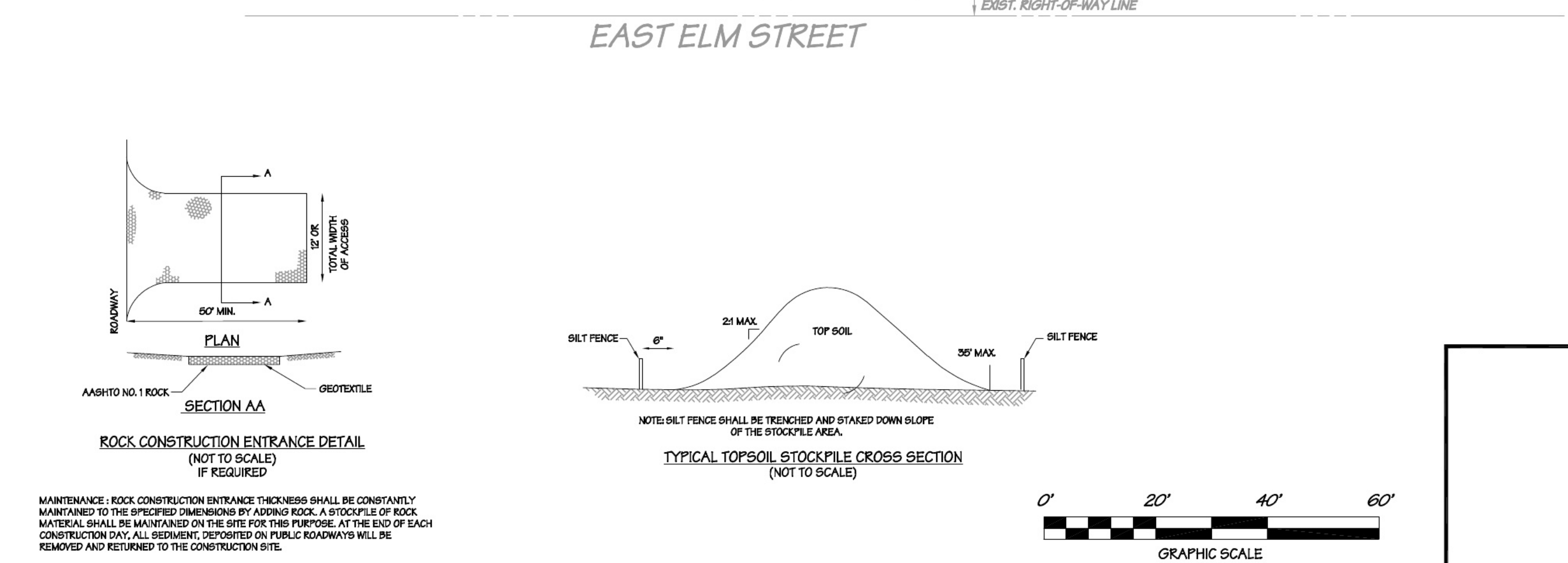
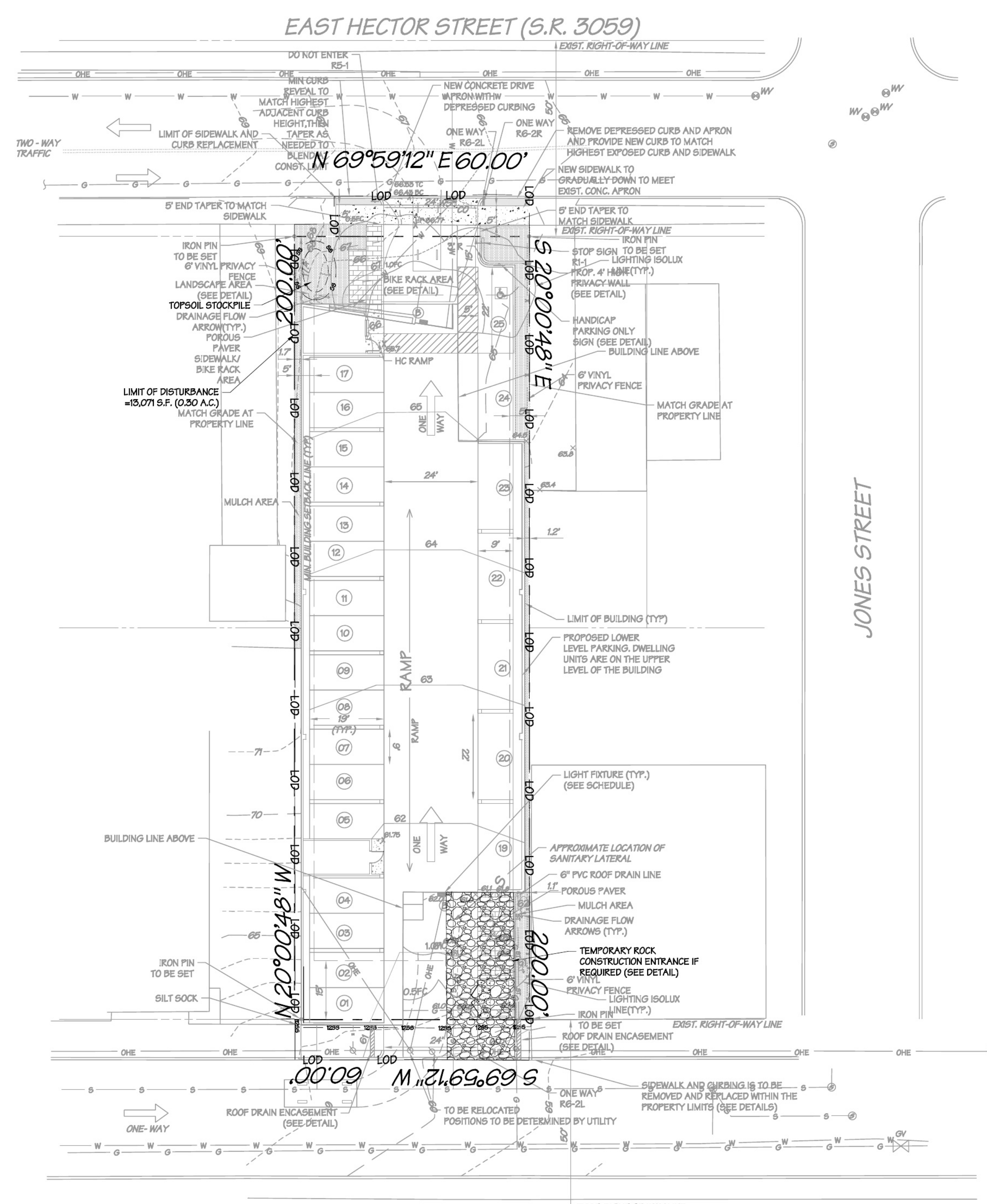
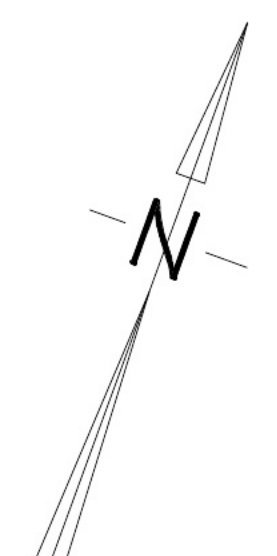


A SUITABLE IMPERVIOUS GEOMEMBRANE SHALL BE PLACED AT THE LOCATION OF THE WASHOUT PRIOR TO INSTALLING THE SOCKS.

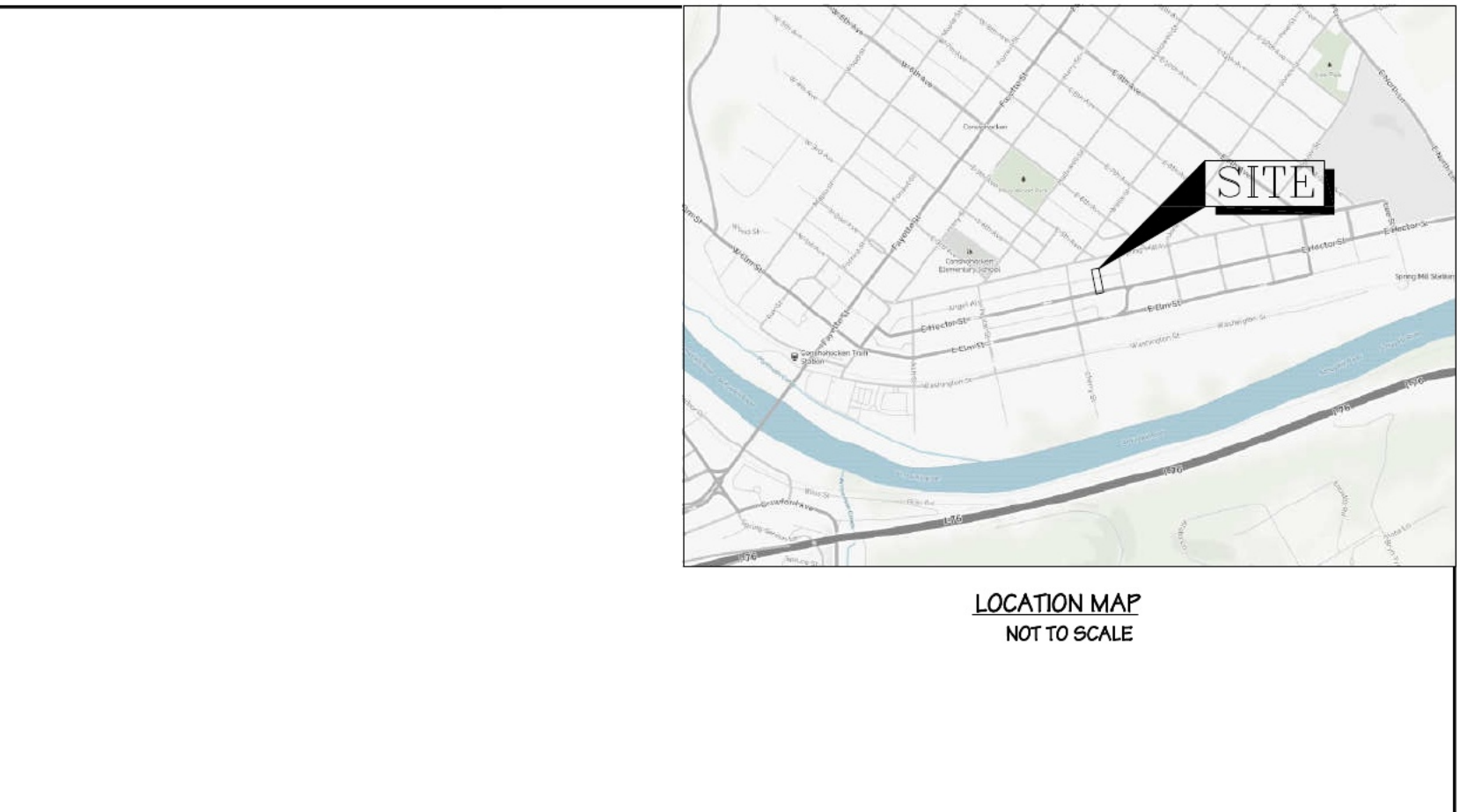
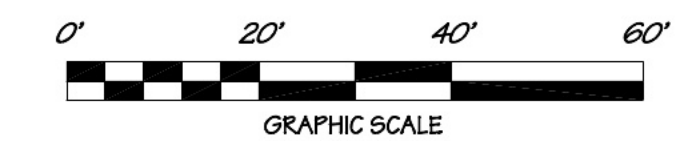
COMPOST SOCK WASHOUT INSTALLATION
 (NOT TO SCALE)

BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-942-7766. NON-MEMBERS MUST BE CONTACTED DIRECTLY.
 PA ACT 172 (1986) REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU DIG. VARY, DRILL, BLAST OR DEMOLISH.
 OTHER REGULATORY REQUIREMENTS:
 (a) PRIOR TO OBTAINING AN EROSION CONTROL PLAN, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND LOCAL GOVERNMENT OFFICIALS.
 (b) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND MARKED PRIOR TO CONSTRUCTION.
 (c) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND MARKED PRIOR TO CONSTRUCTION.
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 (r) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND MARKED PRIOR TO CONSTRUCTION.
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 (v) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND MARKED PRIOR TO CONSTRUCTION.
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 (x) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND MARKED PRIOR TO CONSTRUCTION.
 (y) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND MARKED PRIOR TO CONSTRUCTION.
 (z) THE LOCATION OF ALL UTILITIES SHALL BE DETERMINED AND MARKED PRIOR TO CONSTRUCTION.

PA ONE CALL
 SERIAL NO. 2019018149
 TAX PARCEL ID. 05-00-05916-00-1



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



GENERAL EROSION AND SEDIMENTATION CONTROL NOTES:
 OWNER/OPERATOR WILL BE RESPONSIBLE FOR THE PROPER CONSTRUCTION, STABILIZATION AND MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROLS AND RELATED ITEMS INCLUDED WITHIN THESE PLANS.

- EROSION AND SEDIMENTATION CONTROLS MUST BE CONSTRUCTED, STABILIZED AND FUNCTIONAL BEFORE GENERAL SITE DISTURBANCE WITHIN THE TRAP AREA OF THESE CONTROLS BEGINS.
- ONLY LIMITED UP SLOPE DISTURBANCE WILL BE PERMITTED TO PROVIDE ACCESS TO CONSTRUCTION CONTROLS.
- ALL EROSION AND SEDIMENTATION CONTROLS MUST BE PROPERLY MAINTAINED. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION CONTROLS AFTER EACH STORM EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEANUP, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMEDIATION AND RESETTING, MUST BE PERFORMED IMMEDIATELY.
- EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED AS FOLLOWS:
 4.1. ACCUMULATED SILT SHALL BE REMOVED ALONG SILT FENCING, REGRADED, AND STABILIZED ELSEWHERE ON THE SITE.
 4.2. AFTER FINAL STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENTATION CONTROLS MUST BE REMOVED. AREAS DISTURBED DURING THE REMOVAL OF THE CONTROLS MUST BE REPAIRED.
 4.3. ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED FOR AN EXTENDED AMOUNT OF TIME, MUST BE RESEEDED AND MULCHED IMMEDIATELY. DURING NON-GERMINATING PERIODS, MULCH SHALL BE APPLIED AT RECOMMENDED RATES.
 4.4. DISTURBED AREAS WHICH ARE NOT AT FINISH GRADE AND WHICH WILL BE RE-DISTURBED WITHIN ONE YEAR MAY BE RESEEDED AND MULCHED WITH A QUICK GERMINATING TEMPORARY SEED MIXTURE AND MULCH. DISTURBED AREAS WHICH ARE EITHER AT FINISH GRADE OR WILL NOT BE RE-DISTURBED WITHIN ONE YEAR MUST BE RESEEDED WITH A PERMANENT SEED MIXTURE AND MULCH.
 4.5. SHOULD ANY MEASURES CONTAINED WITHIN THIS PLAN PROVE TO BE INCAPABLE OF ADEQUATELY REMOVING SEDIMENT FROM ON-SITE FLOOD FLOOD PROTECTIVE OR STABILIZING OF SURFACES INVOLVED, ADDITIONAL MEASURES MUST BE IMPLEMENTED IMMEDIATELY BY THE OWNER/DEVELOPER TO ELIMINATE SUCH PROBLEMS.
 4.6. THE LIMITS OF WORK SHOWN ON THIS PLAN ARE THE AREAL EXTENT REQUIRED FOR CONSTRUCTION. THE CONTRACTOR SHALL ADHERE TO THESE LIMITS IN MINIMIZING DISTURBED LAND, AND ALL CONSTRUCTION SHALL BE CONDUCTED WITHIN THESE LIMITS.
 4.7. TOPSOIL TAKEN FROM CONSTRUCTION AREAS SHALL BE RESEEDED WITH A VEGETATIVE COVER AND STOCKPILED FOR USE IN FRESH GRADING. STOCKPILE HEIGHTS SHALL NOT EXCEED 30 FEET. STOCKPILE RATES SHALL BE 20 OR FLATTER. SILT FENCING SHALL BE INSTALLED ON THE LOW SIDE OF THE PILE. THERE SHALL BE NO FILL GREATER THAN 3% SLOPE AND CUTOFFS GREATER THAN 3:1 SHALL BE RESEEDED AND MULCHED, AND PROTECTED WITH EROSION CONTROL MATTING (SEE INSTALLATION INSTRUCTIONS).
 4.8. FIELDS GREATER THAN 1:1 SLOPE AND CUTOFFS GREATER THAN 3:1 SHALL BE RESEEDED AND MULCHED, AND PROTECTED WITH EROSION CONTROL MATTING (SEE INSTALLATION INSTRUCTIONS).
 4.9. GRADED AREAS ARE TO BE TEMPORARILY RESEEDED AND MULCHED IMMEDIATELY FOLLOWING EARTHMOVING PROCEDURES. TEMPORARY SEED SHALL BE ANNUAL RYE GRASS APPLIED AT THE RATES SPECIFIED. MULCH SHALL BE HAY OR STRAW APPLIED AT THE RATE OF AT LEAST 3 TONS PER ACRE.
 4.10. LIME SHALL BE APPLIED TO ALL TEMPORARILY RESEEDED AREAS AT A MINIMUM RATE AS SPECIFIED.
 4.11. ALL TEMPORARILY RESEEDED AREAS SHALL HAVE 25% FERTILIZER APPLIED AT THE MINIMUM RATES SPECIFIED.
 4.12. ESTABLISH PERMANENT SEEDINGS AS SOON AS POSSIBLE AFTER FINAL GRADING IS COMPLETED. PERMANENT SEEDING SHALL BE AT THE RATES SPECIFIED. FERTILIZER AND LIME SHALL BE APPLIED AT THE MINIMUM RATES SPECIFIED.
 4.13. PERMANENTLY RESEEDED AREAS SHALL HAVE HAY OR STRAW APPLIED AT THE RATE OF AT LEAST 3 TONS PER ACRE.
 4.14. ANY AREAS WHERE HYDROLOGIC LINES, MULCH IS NEEDED AT A MINIMUM RATE OF 3 TONS PER ACRE.
 4.15. SILT FENCING IS TO BE MAINTAINED, AND REPLACED IF NECESSARY, DURING THE ENTIRE CONSTRUCTION PERIOD UNTIL A PERMANENT VEGETATIVE COVER WITHIN THE TRAP AREA IS ESTABLISHED.
 4.16. CONSTRUCTION VEHICLES LEAVING THE SITE SHALL NOT DEPOSIT ANY MATERIAL OF THE PROJECT SITE BOUNDARIES AND/OR PUBLIC RIGHT-OF-WAY. ANY MATERIAL DEPOSITED SHALL BE IMMEDIATELY REMOVED.
 4.17. ANY SIGNIFICANT CHANGES ARE TO BE MADE TO THE EROSION AND SEDIMENTATION CONTROL PLAN, THE BUILDER OR LANDOWNER WILL CONTACT THE TOWNSHIP FOR THE ADEQUACY OF THESE CHANGES.
 4.18. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENTATION BARRIERS MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION BARRIERS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL SITE INSPECTIONS WILL BE DOCUMENTED IN AN INSPECTION REPORT LOG KEPT FOR THIS PURPOSE. THE COMPLIANCE ACTIONS AND THE DATE, TIME AND NAME WILL BE KEPT ON THE SITE AT ALL TIMES AND MADE AVAILABLE TO THE DISTRICT ENGINEER UPON REQUEST.
 4.19. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEANUP, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMEDIATION AND RESETTING, MUST BE PERFORMED IMMEDIATELY. IF EROSION AND SEDIMENTATION BARRIERS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BARRIERS OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
 4.20. WHERE BARRIERS ARE FOUND TO FAIL TO ADEQUATELY PROTECT EROSION OR SEDIMENT POLLUTION, THE PERMITTEE OR COMMITTEE SHALL INCLUDE THE FOLLOWING INFORMATION:
 4.21. THE TIME FRAME TO CORRECT THE NON-COMPLIANCE, INCLUDING THE EXACT DATES WHEN THE ACTIVITY WILL RETURN TO COMPLIANCE.
 4.22. ALL STEPS TAKEN TO REDUCE, ELIMINATE AND PREVENT THE REOCCURRENCE OF THE NON-COMPLIANCE.
 4.23. THE TIME FRAME TO CORRECT THE NON-COMPLIANCE, INCLUDING THE EXACT DATES WHEN THE ACTIVITY WILL RETURN TO COMPLIANCE.
 4.24. THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF APPENDIX 6A, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE II, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
 4.25. THE OPERATOR SHALL REMOVE FROM THE SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTES IN ACCORDANCE WITH THE PROVISIONS OF APPENDIX 6A, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE II, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
 4.26. THE OPERATOR SHALL REMOVE FROM THE SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTES IN ACCORDANCE WITH THE PROVISIONS OF APPENDIX 6A, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE II, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
 4.27. THE OPERATOR SHALL REMOVE FROM THE SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTES IN ACCORDANCE WITH THE PROVISIONS OF APPENDIX 6A, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE II, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.
 4.28. ALL PUMPING OF SEDIMENT LADEN WATER OR POTENTIALLY SEDIMENT LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP, SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER NON-DISTURBED AREAS.
 4.29. A COPY OF THESE EROSION AND SEDIMENTATION CONTROL PLANS MUST BE POSTED AT THE CONSTRUCTION SITE AT ALL TIMES IN ACCORDANCE WITH STATE LAW.

SEEDING NOTE
 SURFACE STABILIZATION CRITERIA: ANY DISTURBED AREA ON WHICH ACTIVITY HAS CEASED MUST BE RESEEDED AND MULCHED IMMEDIATELY. DURING NON-GERMINATING PERIODS MULCH MUST BE APPLIED AT RECOMMENDED RATES. RESEEDED AREAS WHICH WILL NOT BE AT FINISHED GRADE AND WHICH WILL NOT BE RESEEDED WITHIN ONE YEAR MAY BE RESEEDED AND MULCHED WITH A QUICK GERMINATING TEMPORARY SEED MIXTURE AND MULCH. DISTURBED AREAS WHICH ARE EITHER AT FINISH GRADE OR WILL NOT BE RESEEDED WITHIN ONE YEAR MUST BE RESEEDED AND MULCHED WITH A PERMANENT SEED MIXTURE AND MULCH. PERMANENTLY RESEEDED AREAS SHALL HAVE HAY OR STRAW APPLIED AT THE RATES SPECIFIED. MULCH SHALL BE HAY OR STRAW APPLIED AT THE RATE OF AT LEAST 3 TONS PER ACRE.

NUM.	DATE	REVISION
4	07-15-20	REISUE
3	05-01-20	REVISED PER BOROUGH CONSULTANT REVIEW
2	01-06-20	REVISED PER BOROUGH ENGINEER REVIEW
1	08-22-19	REVISED PER ZONING, TRAFFIC, TOWNSHIP ENGINEER REVIEWS
		REVISION

VASTARDIS CONSULTING ENGINEERS, LLC
 23 Harvey Lane | Mahan, PA 15355 | Ph: 610.644.9663 | F: 610.644.3789 | Email: vce@verizon.net

PLAN PREPARED FOR:
CRAFT CUSTOM HOMES, LLC
 541 E. HECTOR STREET

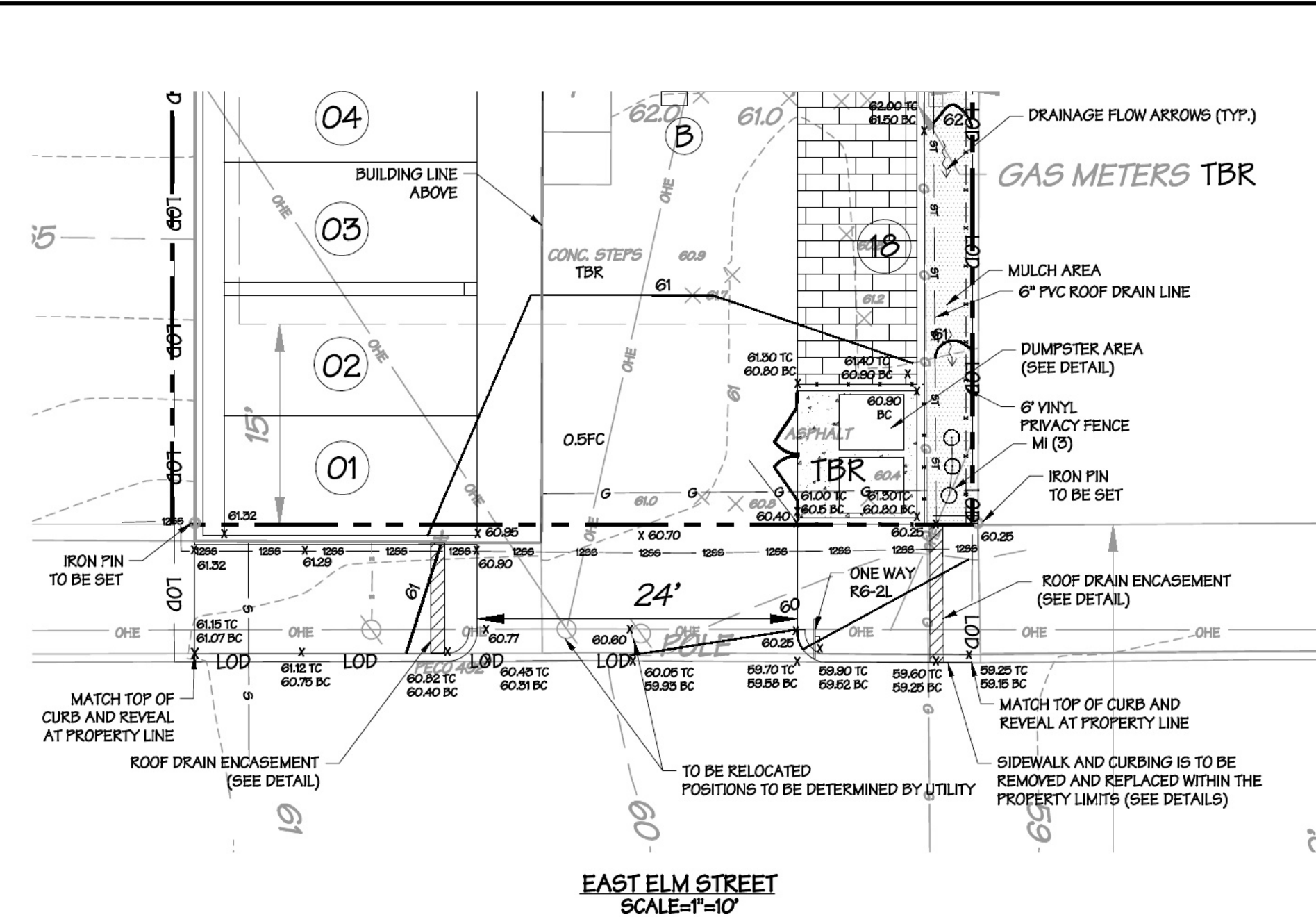
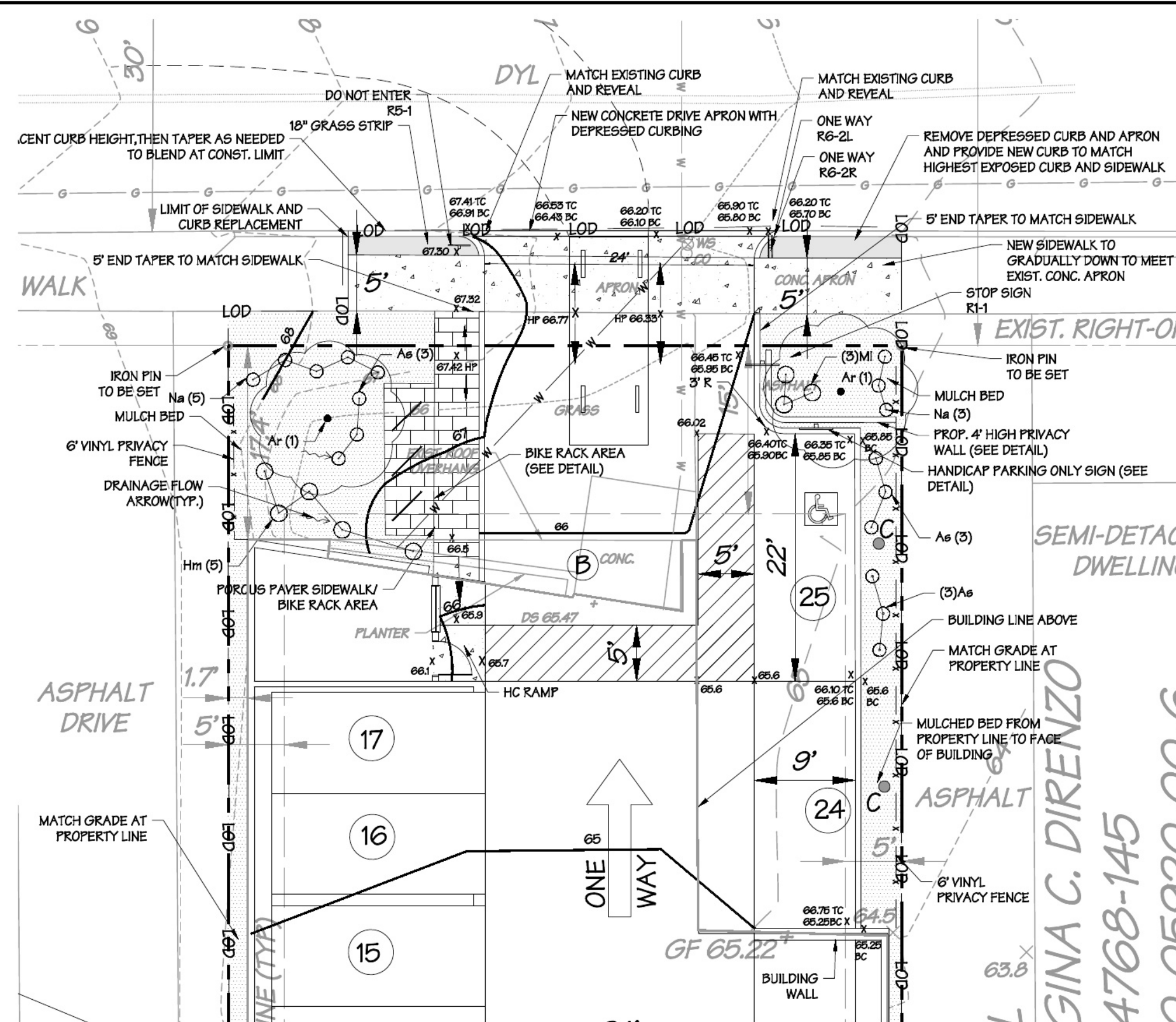
BOROUGH OF CONSHOHOCKEN | MONTGOMERY COUNTY | PENNSYLVANIA

EROSION AND SEDIMENTATION CONTROL PLAN

DRAWN BY: SDI
 CHECKED BY: NW
 DATE: 03-19-19
 SCALE: 1"=20'

SHEET 3 OF 5

NICHOLAS L. VASTARDIS, P.E.

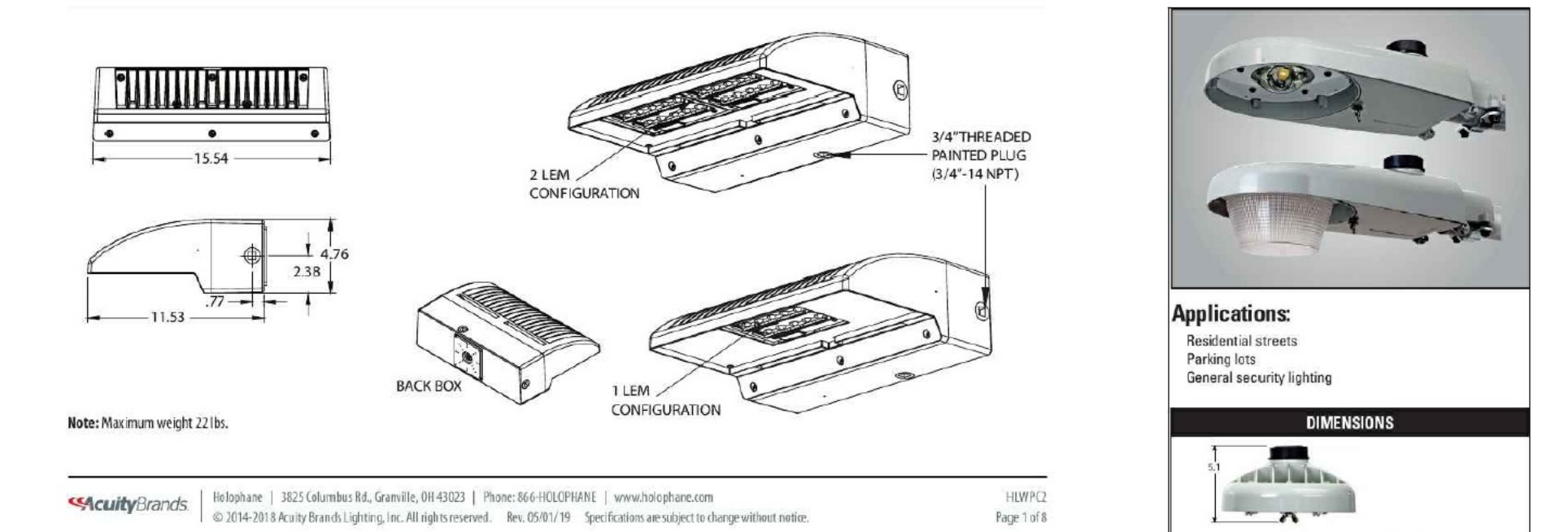


LANDSCAPE MATERIALS CHART

KEY	QUANTITY	BOTANICAL / COMMON NAME	SIZE	SPEC.
Ar	2	ACER RUBRUM / RED SUNSET	3.5" C	B & B
Mi	6	MICANTHUS / MAIDEN GRASS	24"	3 GAL
Hm	5	HYDRANGA MACROPHYLLA / ALL SUMMER BEAUTY	36" HT	3 GAL
Na	8	NAIDINA DOMESTICA / FIREPOWER NAININA	12" HT	1 GAL
Ae	9	AMBONIA TABERNAE MONTANA / AMBONIA STORM CLOUD	18" HT	1 QT

LANDSCAPE NOTES:

- PLANT LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL STAKE LOCATIONS FOR APPROVALS BY THE OWNER PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
- PROVIDE CONTINUOUS MULCH (2" THICK) IN ALL BEDDING AND GROUND COVER AREAS AND AT THE BASE OF SPECIMEN TREES.
- SIZES OF PLANT MATERIAL GIVEN ARE TO BE CONSIDERED MINIMUM.
- NO SUBSTITUTIONS FOR PLANT MATERIAL ARE ACCEPTABLE UNLESS APPROVED BY OWNER.
- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE, INCLUDING WATERING OF PLANT MATERIAL UNTIL JOB IS TURNED OVER TO OWNER.
- CONTRACTOR SHALL LOOSEN SUBGRADE OF PLANTING BED AREAS TO A MINIMUM DEPTH OF TWENTY-FOUR INCHES (24") USING A CULTIVATOR OR SIMILAR EQUIPMENT. REMOVE STONES ONE TO ONE AND A HALF INCHES (1-1.5") IN ANY DIMENSIONS AND STICKS, RUBBISH AND OTHER EXTRANEOUS MATTER.
- WHEN CONDITIONS DETRIMENTAL TO PLANT GROWTH ARE ENCOUNTERED OR SUSPECTED, SUCH AS RUBBLE FILL, UNACCEPTABLE TOPSOIL, ADVERSE DRAINAGE CONDITIONS OR OTHER OBSTRUCTIONS, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING BEFORE PLANTING ANY TREES, SHRUBS OR LAWN AREAS.
- TREES AND SHRUBS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY; HAVE NORMAL GROWTH HABITS, WELL DEVELOPED, DENSELY FOLIATED BRANCHES, AND VIGOROUS, FIBROUS ROOT SYSTEMS.
- TREES AND SHRUBS SHALL BE FREE FROM DEFECTS AND INJURIES AND CERTIFIED BY APPROPRIATE FEDERAL AND STATE AUTHORITIES TO BE FREE FROM DISEASES AND INSECT INFESTATIONS.
- TREES AND SHRUBS SHALL BE FRESHLY DUG AND NURSERY GROWN. THEY SHALL HAVE BEEN GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN LOCALITY OF THE PROJECT OR PROPERLY ACCLIMATED TO CONDITIONS OF THE LOCALITY OF THE PROJECT.
- ALL PLANTING BEDS SHALL BE MULCHED WITH DOUBLE GROUND HARDWOOD MULCH INSTALLED AT A MINIMUM DEPTH OF TWO INCHES (2").
- ALL CANOPY TREES MUST HAVE A SPREAD EQUAL TO FIFTY PERCENT (50%) OF THE HEIGHT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES AND OTHER STRUCTURES BEFORE THE START OF CONSTRUCTION ON THIS PLAN.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER AND/OR LANDSCAPE ARCHITECT.
- ALL SIZES AND GRADINGS STANDARD FOR PLANT MATERIALS SHALL CONFORM WITH THE LATEST EDITION OF AMERICAN STANDARD OF NURSERY STOCK AS SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERMEN, INC. AND APPROVED MAY 2, 1996 BY THE AMERICAN NATIONAL STANDARDS INSTITUTE, INC. OR THE LATEST REVISED EDITION OF THIS STANDARD.
- ANY TREE OR SHRUB THAT DIES WITHIN TWO GROWING SEASONS OF THE DEDICATION OF PUBLIC IMPROVEMENTS OF OCCUPANCY SHALL BE REPLACED. ANY TREE OR SHRUB WHICH, WITHIN THE AFORESAID TIME PERIOD IS DEEMED, IN THE OPINION OF AN AGENT AUTHORIZED BY THE TOWNSHIP, NOT TO HAVE SURVIVED OR GROWN IN A MANNER CHARACTERISTIC OF ITS TYPE SHALL BE REPLACED. ANY SUBSTITUTIONS SHALL BE APPROVED BY THE TOWNSHIP.
- CLEAR SIGHT TRIANGLES SHALL BE PROVIDED AT ALL STREET INTERSECTIONS. WITHIN SUCH TRIANGLES, NO VISION OBSTRUCTING OBJECT SHALL BE PERMITTED WHICH OBSCURES VISION ABOVE THE HEIGHT OF TWENTY-FOUR INCHES (24") OR BELOW TEN FEET (10') MEASURED FROM THE CENTER LINE GRADE OF INTERSECTING STREETS. EACH SIDE OF THE SIGHT TRIANGLE SHALL BE A MINIMUM FIFTY FEET (50') MEASURED FROM THE POINT OF INTERSECTION ALONG EACH ROAD CENTER LINE.

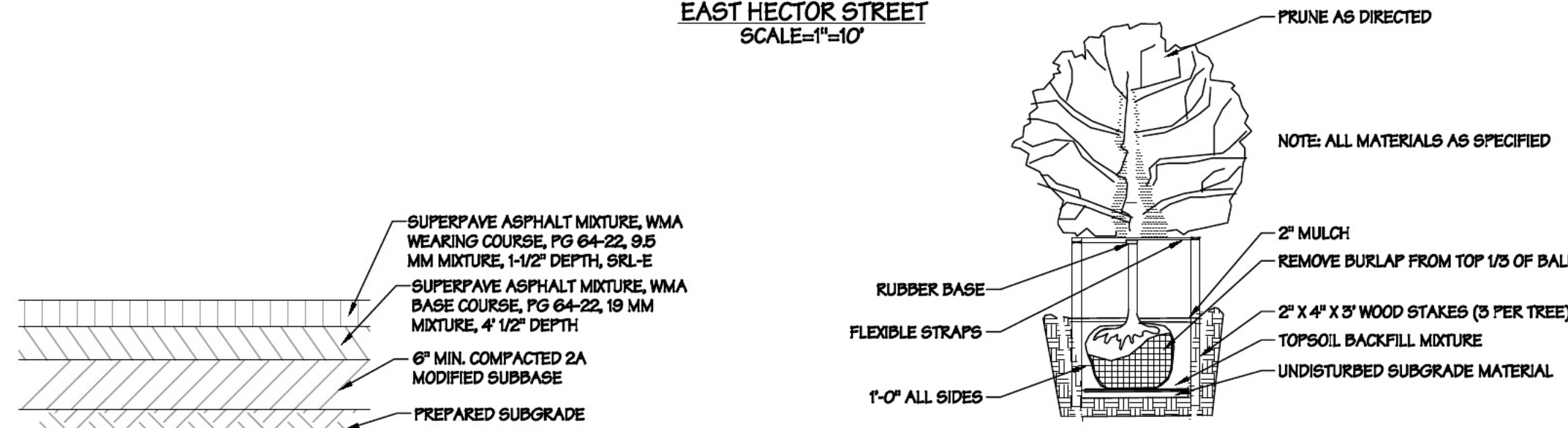


LIGHTING SCHEDULE

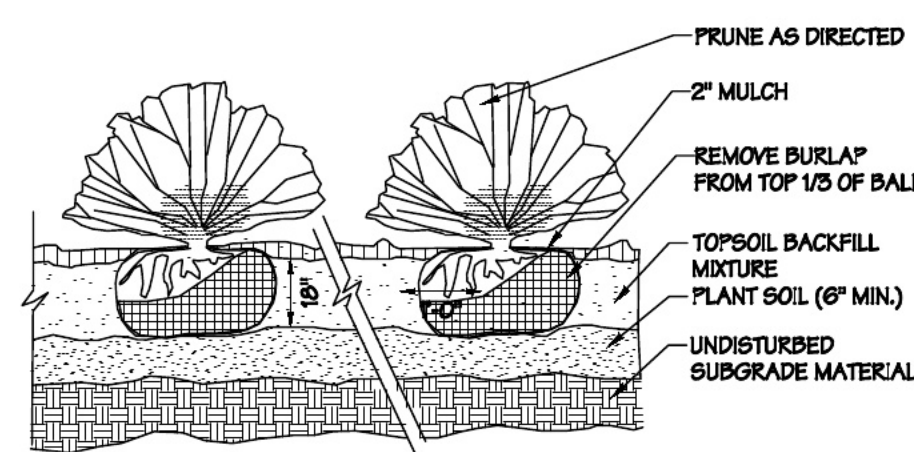
SYMBOL	LABEL	QUANTITY	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	LAMP	NUMBER LAMPS	LUMENS PER LAMP	LIGHT LOSS FACTOR	WATTAGE
⊗	A	15	HOLOPHANE	PFS02 P10 40K/80K XX GL TW SINGLE CEILING MOUNT	HOLOPHANE PARKPAK SQUARE LED, LED PERFORMANCE PACKAGE P10, 20W, 4000/8000K CCT, VOLTAGE, BOROSILICATE GLASS LENS, TYPE V, WIDE	LED	1	2679	0.85	25
□	B	1	HOLOPHANE	HIMP22 P10 40K XX TPTM SINGLE WALL MOUNT, 12 FT WALL MOUNT HEIGHT	WALLPACK FULL CUTOFF LED, LED PERFORMANCE PACKAGE P10, 4000 SERIES CCT, VOLTAGE, FORWARD THROW MEDIUM	LED	1	3209	0.85	28
⊙	C	2	AMERICAN ELECTRIC LIGHTING	ATBX P10 XXXXX R4 H96 REAR SHIELD SINGLE 6 FT POLE HEIGHT	ATBX WITH P10 PERFORMANCE PACKAGE, TYPE 4 DISTRIBUTION WITH HOUSE SIDE SHIELD, 4000/8000K	LED	1	1882	0.85	14

STATISTICS

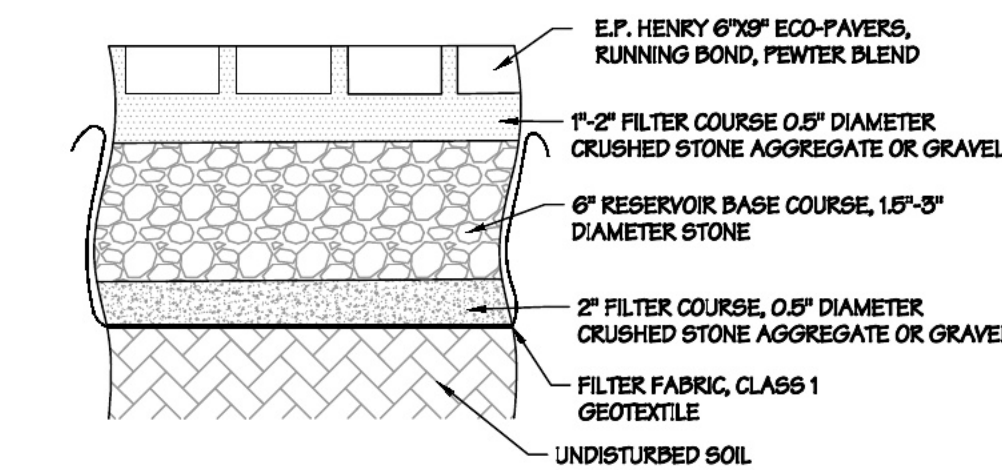
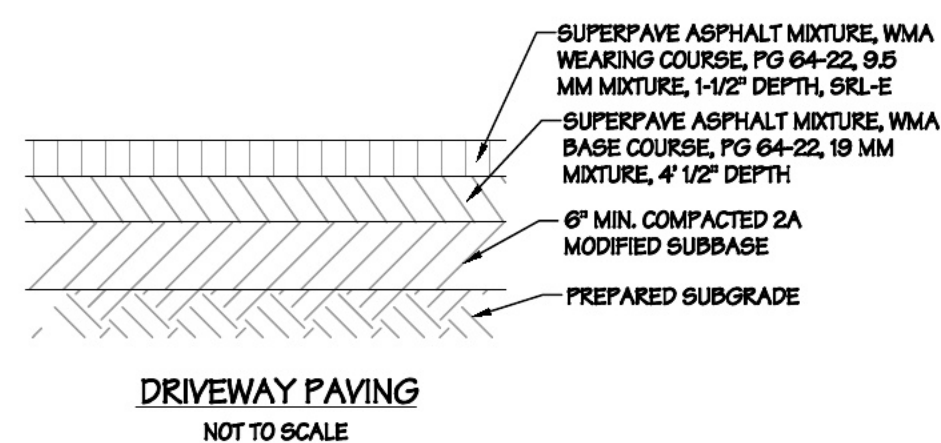
DESCRIPTION	SYMBOL	AVG	MAX	MIN	MAXMIN	AVGMIN
PARKING STALLS@GRADE	+	2.9 FC	6.7 FC	1.2 FC	5.64	2.41
RAMP	+	2.3 FC	6.6 FC	0.5 FC	13.21	4.61



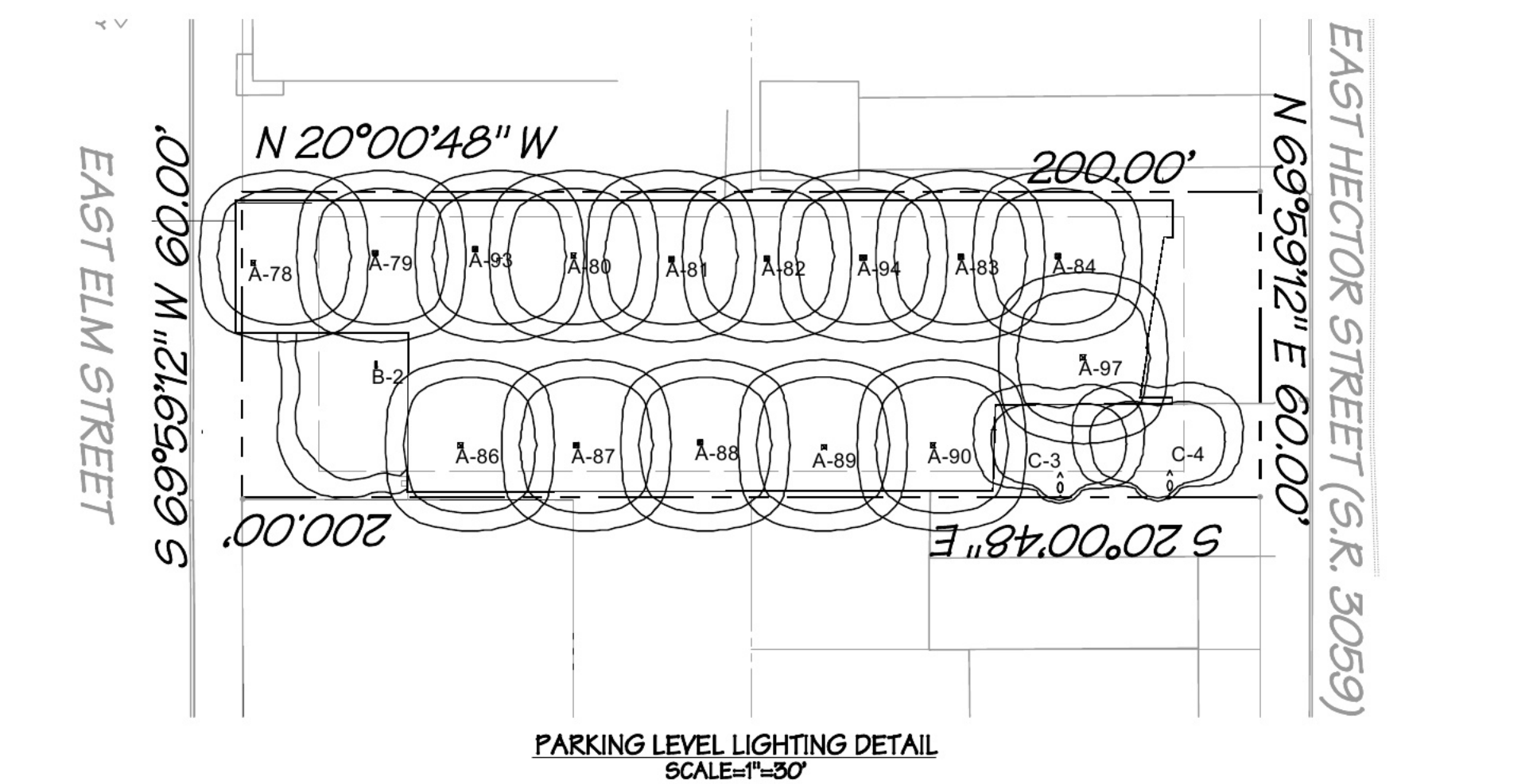
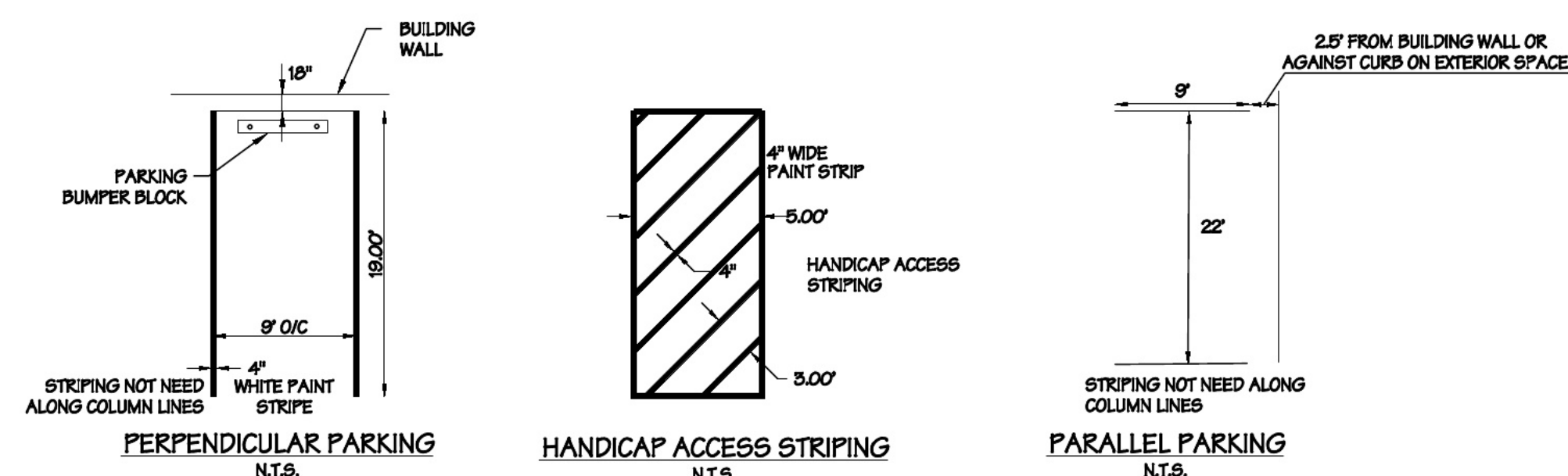
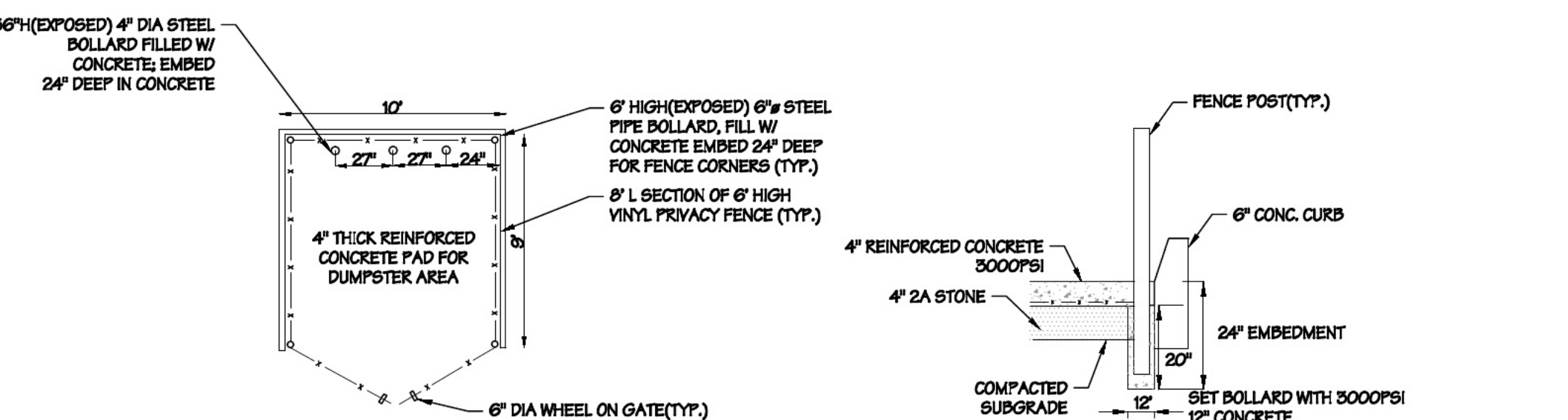
TYPICAL DECIDUOUS TREE PLANTING DETAIL N.T.S.



TYPICAL SHRUB TREE PLANTING DETAIL N.T.S.



- NOTE:
1. THE DETAIL PROVIDED IS ILLUSTRATIVE ONLY. THE PROPERTY OWNER SHALL PROVIDE DETAILS FOR THE DESIRED PRODUCT FOR REVIEW BY THE BOROUGH ENGINEER.
2. FILTER COURSE AND RESERVOIR AGGREGATE SHALL BE CLEANWASHED STONE.
3. GEOTEXTILE FILTER FABRIC SHALL BE MIRAFIB #44, OR APPROVED EQUAL.



NUM.	DATE	REVISION
4	07-15-20	REVISED PER BOROUGH CONSULTANT REVIEW
3	06-01-20	REVISED PER BOROUGH CONSULTANT REVIEW
2	01-6-20	REVISED PER BOROUGH ENGINEER REVIEWS
1	08-22-19	REVISED PER ZONING, TRAFFIC, TOWNSHIP ENGINEER REVIEWS

VASTARDIS
CONSULTING ENGINEERS, LLC
29 Harvey Lane | Mahan, PA 15355 | Ph: 610.644.9663 | Fx: 610.644.3789 | Email: vce@vaston.net

PLAN PREPARED FOR:
CRAFT CUSTOM HOMES, LLC
541 E. HECTOR STREET
BOROUGH OF CONSHOHOCKEN | MONTGOMERY COUNTY | PENNSYLVANIA

DRAIN BY: IDV
CHECKED BY: MW
DATE: 03-19-19
SCALE: 1"=20'

DETAIL SHEET 1
SHEET 4 of 5

NICHOLAS L. VASTARDIS, P.E.

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

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

PARTIES	
BUYER(S): <u>CRAFT CUSTOM HOMES</u>	SELLER(S): <u>PHILADELPHIA BUSINESS SERVICE REALTY</u>

PROPERTY
PROPERTY ADDRESS <u>541 E HECTOR ST</u>
ZIP <u>19428</u>
in the municipality of <u>CONSHOHOCKEN</u>
County of <u>MONTGOMERY</u> , in the Commonwealth of Pennsylvania.
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>05-00-050916-001</u>
Tax ID #(s): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>LONG AND FOSTER</u>	Licensee(s) (Name) <u>BINNIE BIANCO</u>
Company Address <u>126 FAYETTE ST SUITE 100, CONSHOHOCKEN, PA 19428</u>	Direct Phone(s) _____
Company Phone <u>(610) 941-1008</u>	Cell Phone(s) <u>(484) 576-7219</u>
Company Fax _____	Fax _____
Email <u>BINNIEBIANCO@GMAIL.COM</u>	
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>LONG AND FOSTER</u>	Licensee(s) (Name) <u>BINNIE BIANCO</u>
Company Address <u>126 FAYETTE ST suite 100, CONSHOHOCKEN, PA 19428</u>	Direct Phone(s) _____
Company Phone <u>(610) 941-1008</u>	Cell Phone(s) <u>(484) 576-7219</u>
Company Fax _____	Fax _____
Email <u>BINNIEBIANCO@GMAIL.COM</u>	
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials: DS

Seller Initials: SB



1. By this Agreement, dated June 11, 2018, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (3-15)

(A) Purchase Price \$ _____ U.S. Dollars), to be paid by Buyer as follows:
1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ _____
2. Additional Deposit within 60 days of the Execution Date: \$ _____
3. _____ \$ _____

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

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

3. SETTLEMENT AND POSSESSION (6-13)

(A) Settlement Date is December 31, 2018, or before if Buyer and Seller agree.

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

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

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

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

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

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

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

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

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

(A) Written acceptance of all parties will be on or before: June 13, 2018

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

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

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

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

5. FIXTURES AND PERSONAL PROPERTY (4-14)

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

66 Buyer Initials:

Seller Initials:

67 (B) The following items are LEASED (not owned by Seller): _____

68 _____

69 (C) EXCLUDED fixtures and items: _____

70 _____

71 6. ZONING (4-14)

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

73 Zoning Classification, as set forth in the local zoning ordinance: LI WITH A RESIDENTIAL OVERLAY

74 7. FINANCING CONTINGENCY (4-14)

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

76 ELECTED.

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

81 First Loan on the Property	81 Second Loan on the Property
82 Loan Amount \$ _____	82 Loan Amount \$ _____
83 Minimum Term _____ years	83 Minimum Term _____ years
84 Type of Loan _____	84 Type of Loan _____
85 Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.	85 Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.

88 (B) Financing Commitment Date _____

89 (C) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.

90 (D) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.

91 (E) Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

101 8. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)

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

107 9. SELLER REPRESENTATIONS (6-13)

108 (A) Status of Water

109 Seller represents that the Property is served by:

110 Public Water Community Water On-site Water None _____

111 (B) Status of Sewer

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

113 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)

114 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)

115 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

116 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

117 _____

118 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

120 _____

121 _____

122 _____

123 _____

124 _____

125 _____

126 Buyer Initials: DS

Seller Initials: ASB

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

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

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

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

146 (C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been
147 contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or
148 any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains
149 asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law
150 or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any mate-
151 rial into the soil, air, surface water, or ground water.

152 (D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees
153 and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or
154 after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).

155 (E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____
156 _____
157 _____

158 (F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association
159 assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority
160 has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safe-
161 ty or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such
162 ordinances that remain uncorrected, unless otherwise specified here: _____
163 _____

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

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

167 10. WAIVER OF CONTINGENCIES (9-05)

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

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

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

176 ELECTED. This sale IS contingent upon the the results of inspection(s). It is Buyer's responsibility to determine that the condi-
177 tion and permitted use of the property is satisfactory. Buyer may, within 60 days (30 if not specified) from the Execution
178 Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the
179 condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifica-
180 tions and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's
181 expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land,
182 improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due dili-
183 gence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due
184 Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to
185 the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's
186 intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and
187 effect in accordance with the terms and conditions as more fully set forth in this Agreement.

188 (A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed
189 herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CON-
190 DITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own
191 inspections^{DS} and determinations and not because of or in reliance on any representations made by Seller or any other party.

192 Buyer Initials: _____

Seller Initials: _____

193 Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or
194 determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the
195 permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection
196 of any of the systems contained therein.

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

198 (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance
199 for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance
200 and possible premium increases.

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

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

206 (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in
207 rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement
208 and before settlement, Seller will within 5 days (10 if not specified) of receiving the notices and/or assessments provide a
209 copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

210 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
211 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR

212 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or falls
213 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 days
214 (10 if not specified) that Buyer will:

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

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

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

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

225 (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property.
226 If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this
227 Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this
228 Agreement by written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such
229 proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure
230 to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms
231 of this Agreement remain in full force and effect.

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

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

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

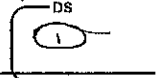
249 **14. COMMERCIAL CONDOMINIUM (10-01)**

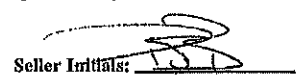
250 NOT APPLICABLE.

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

254 **15. TITLES, SURVEYS AND COSTS (4-14)**

255 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
256 ular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions;

257 Buyer Initials: 

Seller Initials: 

258 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
259 ground; easements of record; and privileges or rights of public service companies, if any.

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

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

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

272 (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
273 specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to
274 Buyer according to the terms of Paragraph 24 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs
275 incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items spec-
276 ified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).

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

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

280 (G) COAL NOTICE (Where Applicable)

281 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH
282 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL
283 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE,
284 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
285 July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting
286 from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a
287 private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of com-
288 plying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966."
289 Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

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

291
292 (I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

293
294 Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.

295 2. Notice Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
296 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
297 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obliga-
298 tion to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
299 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
300 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
301 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
302 the Act gives certain rights and protections to buyers.

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

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

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

308 (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
309 replaced, Buyer will:

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

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

313 17. RECORDING (9-05)

314 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
315 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

316 18. ASSIGNMENT (1-10)

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

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

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

323 Buyer Initials: _____

ASC Page 6 of 9

Seller Initials: _____

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

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

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

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

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

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

341 An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a for-
 342 eign person.

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

344 Other: _____

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

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

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

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

353 (A) Buyer and Seller represent that the only Brokers involved in this transaction are: LONG AND FOSTER

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

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

366 **24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)**

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

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

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

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

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

377 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
 378 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))

379 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 60 days (180 if not
 380 specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termina-
 381 tion of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's
 382 written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is
 383 the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt
 384 of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
 385 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the
 386 deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of
 387 deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties main-
 388 tain their legal rights to pursue litigation even after a distribution is made.

389 Buyer Initials: _____

ASC Page 7 of 9

Seller Initials: _____

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

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

398 (F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
399 1. On account of purchase price, OR
400 2. As monies to be applied to Seller's damages, OR
401 3. As liquidated damages for such default.

402 (G) SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED
403 DAMAGES.

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

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

407 25. ARBITRATION OF DISPUTES (1-18)

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

414 26. RELEASE (9-05)

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

423 27. REAL ESTATE RECOVERY FUND (9-05)

424 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
425 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
426 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call: (717) 783-
427 3658.

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

429 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satis-
430 fied by communication/delivery to the Broker for Buyer; if any, except where required by law. If there is no Broker for Buyer, those
431 provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties.
432 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satis-
433 fied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only
434 by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

435 29. NOTICE BEFORE SIGNING (4-14)

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

445 30. SPECIAL CLAUSES (4-14)

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

- 447 Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- 448 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- 449 Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
- 450
- 451
- 452

453 Buyer Initials: 

Seller Initials: 

454 (B) Additional Terms: SALE IS CONTINGENT UPON ZONING APPROVAL FOR "CONDITIONAL USE" OF PROPERTY. IN THE
455 EVENT USE IS NOT PERMITTED BUYER MAY TERMINATE AND ALL DEPOSIT MONEY RETURNED WITHIN 7 DAYS.
456
457
458

459 Once the 60 Day due diligence time period has concluded, Buyer will be responsible for all
460 utility and taxes payments until the time of settlement. The amount due for these payments will
461 be Nonrefundable from the deposit money held in escrow.
462
463
464
465
466
467
468
469

470 _____ Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.
471 Code §35.336.

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

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

475 BUYER _____ DATE 6/12/2018 | 1:39 PM PDT

DocuSigned by:
CRAFT CUSTOM HOMES
F317915810884A6...

476 Mailing Address _____
477 Phone(s) _____ Fax _____ Email craftcustomhomes@gmail.com

478 BUYER _____ DATE _____

479 Mailing Address _____
480 Phone(s) _____ Fax _____ Email _____

481 BUYER _____ DATE _____

482 Mailing Address _____
483 Phone(s) _____ Fax _____ Email _____

484 AUTHORIZED REPRESENTATIVE _____

485 Title _____

486 COMPANY _____

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

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

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

493 SELLER _____ DATE 6/12/18

PHILA BUSINESS SERVICE REALTY

494 Mailing Address _____
495 Phone(s) _____ Fax _____ Email _____

496 SELLER _____ DATE _____

497 Mailing Address _____
498 Phone(s) _____ Fax _____ Email _____

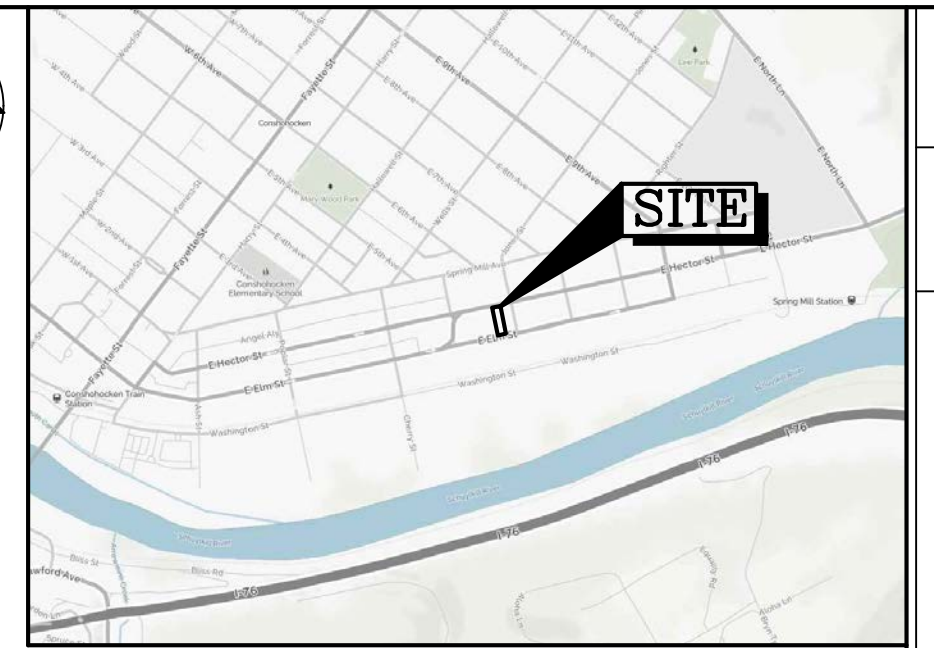
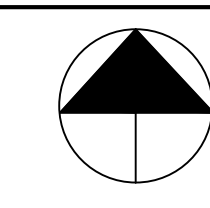
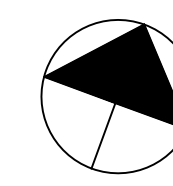
499 SELLER _____ DATE _____

500 Mailing Address _____
501 Phone(s) _____ Fax _____ Email _____

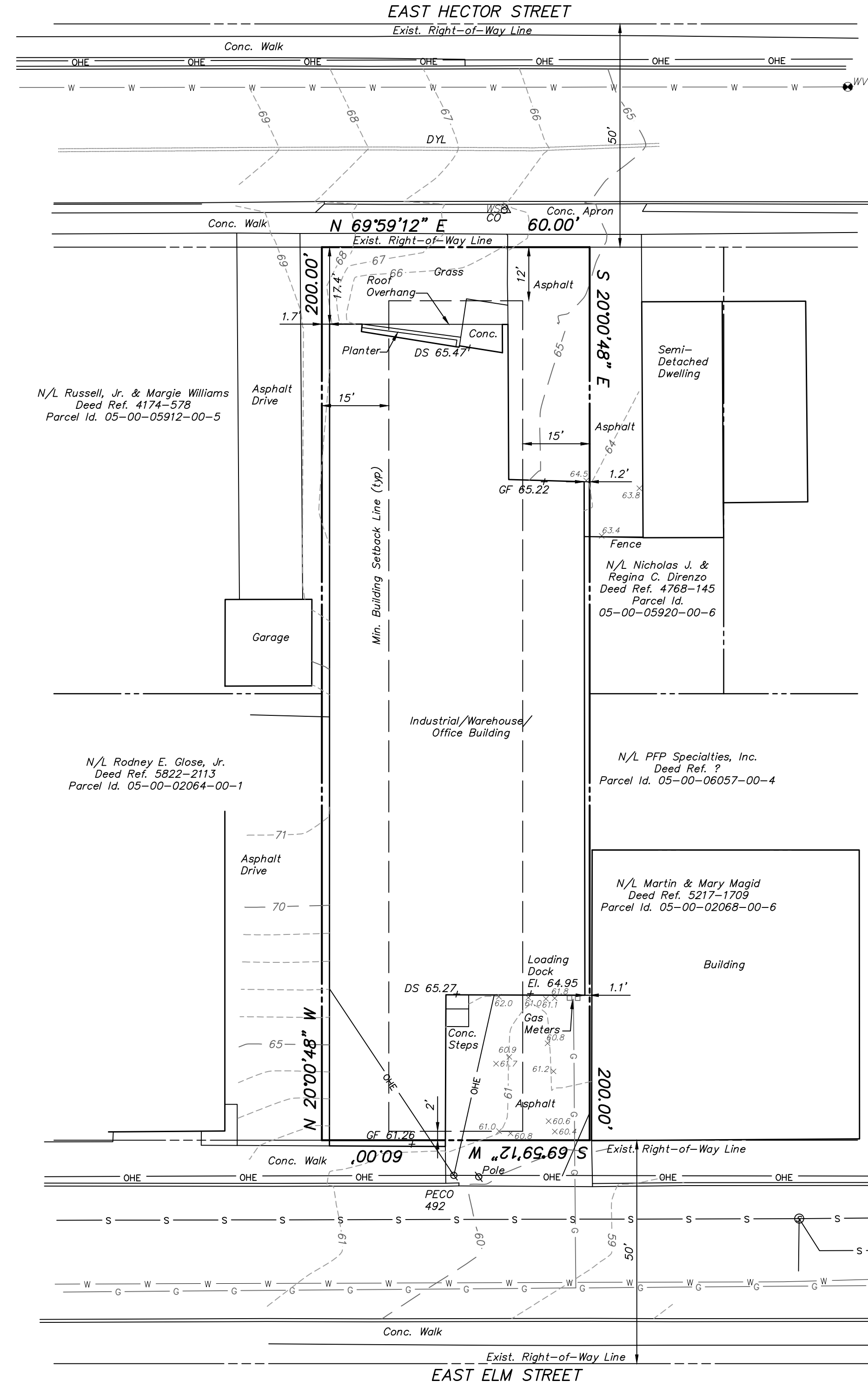
502 AUTHORIZED REPRESENTATIVE _____

503 Title _____

504 COMPANY _____



LOCATION MAP
NOT TO SCALE



ZONING REQUIREMENT

LI - LIMITED INDUSTRIAL DISTRICT

	REQUIRED	EXIST.
MIN. LOT AREA	NONE	12,000 S.F.
MIN. FRONT YARD SETBACK	25 FT. *	0 FT.
MIN. REAR YARD SETBACK	15 FT.	N/A
MIN. SIDE YARD SETBACK	10 FT. **	1.1 FT.
MAX. BUILDING COVERAGE	50%	72.5%
MAX. IMPERVIOUS SURFACES	75%	90.3%
MAX. BUILDING HEIGHT	40 FT.	<35 FT.

* EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.
 ** EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 15 FEET.

REFER TO THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE FOR COMPLETE TEXT OF ALL REGULATIONS.

PROPERTY OWNER

PHILADELPHIA BUSINESS SERVICE REALTY
 2 FAIRHILL CIRCLE
 RADNOR, PA 19087

PROPERTY INFORMATION

DEED REF. 5396-1589
 PARCEL ID. 05-00-05916-00-1

IMPERVIOUS COVERAGE

	EXIST.	
BUILDING	8701 S.F.	72.5%
ASPHALT	1984 S.F.	16.5%
CONCRETE	158 S.F.	1.3%
TOTAL	10,840 S.F.	90.3%

GENERAL NOTES

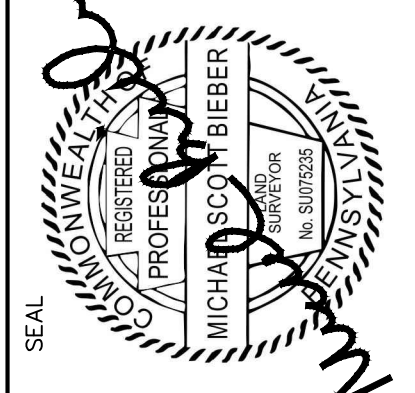
- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY PERFORMED BY MD SITE CONSULTANTS, INC. COMPLETED ON AUGUST 8, 2018.
- HORIZONTAL BEARINGS ARE ASSUMED FROM AZIMUTH READINGS. VERTICAL DATUM IS REFERENCED TO NAVD83.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAT IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH MD SITE CONSULTANTS, INC. WAS CONTRACTED TO PERFORM. EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO MD SITE CONSULTANTS, INC.
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. MD SITE CONSULTANTS, INC. (MDS) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. MDS DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, MDS SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. MDS HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
- THIS PLAN HAS BEEN PREPARED AS AN INSTRUMENT OF SERVICE FOR THE CLIENT OF RECORD OF MD SITE CONSULTANTS, INC. MD SITE CONSULTANTS, INC. ASSUMES NO LIABILITY FOR THE USE OR REUSE OF THESE PLANS BY ANY INDIVIDUAL OR ENTITY OTHER THAN THE CLIENT, OR THE USE OF THIS PLAN FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT HAS BEEN PREPARED.
- ANY REVISION MADE TO THESE PLANS AFTER THE DATE OF PLAN PREPARATION OR LATEST REVISION DATE, SHALL NOT BE THE RESPONSIBILITY OF MD SITE CONSULTANTS, INC.

LEGEND

---	EXIST. 5' CONTOURS
---	EXIST. 1' CONTOURS
---	EXIST. BOUNDARY LINE
---	EXIST. RIGHT-OF-WAY
---	EXIST. BUILDING SETBACK LINE
---	EXIST. WATER LINE
---	EXIST. UNDERGROUND GAS LINE
---	EXIST. SANITARY SEWER LINE
---	EXIST. OVERHEAD ELECTRIC LINE
X 522.1	EXIST. SPOT ELEVATION
X DS 522.12	EXIST. DOOR SILL ELEVATION
WS	EXIST. WATER SERVICE
WV	EXIST. WATER VALVE
SM	EXIST. SANITARY MANHOLE
CO	EXIST. CLEANOUT
U	EXIST. UTILITY POLE

MD Site Consultants, Inc.
 Land Surveying & Construction Layout Services

PO Box 278
 Lionville, Pennsylvania 19353
 www.mdscsite.com



EXISTING FEATURES PLAN
541 EAST HECTOR STREET
 BOROUGH OF CONSHOHOCKEN CHESTER COUNTY PENNSYLVANIA

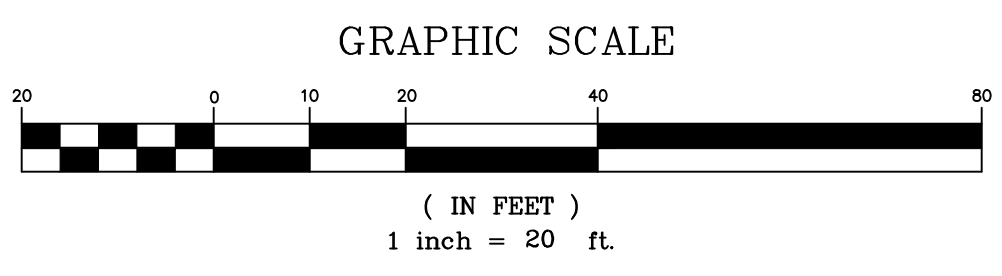
CLIENT
VASTARDIS CONSULTING ENGINEERS, LLC
 29 HARVEY LANE
 MALVERN, PA 19355

DRAFT: MSB DATE: 08/10/2018 SCALE: 1"=20'
 CHK'D: MSB

JOB NO.	18141
SHEET NO.	1 of 1
DWG. NO.	18141EX1

Before You Dig Anywhere

PA ONE CALL SYSTEM, INC.
 STOP! CALL 1-800-242-1776
 PA Act 187 (1998) requires notification to ONE CALL SYSTEM 3 working days for construction phase and 10 working days for design phase before you excavate.



NO.	DATE	REVISION	BY

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF CRAFT CUSTOM HOMES, LLC

REGARDING

541 EAST HECTOR STREET

2018-17

DECISION OF THE BOARD

I. HISTORY

On or about September 10, 2018, Craft Custom Homes, LLC (hereinafter "Applicant") filed the within Application seeking both a special exception from the terms of 27- 703(E)(6) and three variances from the terms of Sections 27-1903(B)(2), 27-1903(B)(9), and 27-1903(B)(12), of the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance"), seeking permission to convert the site to residential use, add three additional stories to the building thereby expanding the non-conforming building, and provide 12 units where 9 would be permitted if the other relief was granted, for a property located at 541 East Hector Street, Conshohocken, Pennsylvania (hereinafter called "Subject Property"). In addition to the requested relief mentioned above, the Applicant would provide parking under the building rather than behind it. It is also noted that the lot size is 12,000 square feet rather than the 1 acre required by the Residential Overlay District.

After notice was duly given and advertised for each application, a hearing was held on said Appeal at Borough Hall on October 15, 2018 at 7:00 p.m.

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

P-1 – Zoning Notice.

P-2 – Zoning Application.

P-3 – Addendum.

P-4 – Aerial Map.

P-5 – Existing Conditions Plan.

P-6 – Zoning Hearing Exhibit.

P-7- First Floor Parking Plan.

P-8 – Second, Third and Fourth Floor Plans.

P-9 – Architect’s Renderings.

P-10 – Agreement of Sale.

P-11 –Memo from Chris Stetler.

P-12– Letter from Michael Peters.

A-1 – Deed.

A-2 – Agreement of sale.

A-3 – Board of Assessment Records.

A-4 –Aerial Map.

A-5 – Photograph.

A-6 – Existing Features Plan.

A-7- Parking Plan.

A-8 – Parking Plan.

A-9 – Second, Third and Fourth Floor Plans.

A-10 – Photographs.

A-11 –Petition.

A-12–Nicholas Vastardis C.V.

FINDINGS OF FACT

1. The Subject Property is located at 541 East Hector Street, Conshohocken, Pennsylvania in the Borough Limited Industry with Residential Overlay Zoning District.

2. The Subject Property is owned by Philadelphia Business Service Realty Co., Inc.

3. The Applicant was represented by Edward J. Hughes, Esquire.

4. The Applicant is requesting a special exception, to expand the use of a non-conforming building, along with three variances as the lot size is 12,000 square feet rather than one acre, and the applicant proposed to construct 12 units where 9 would be permitted if the other relief was also granted.

5. Specifically, the Applicant seeks a special exception from Section 27- 703(E)(6) and three variances from the terms of Sections 27-1903(B)(2), 27-1903(B)(9), and 27-1903(B)(12).

6. The Applicant proposes to change the use of the site from a warehouse/ office to a residential use.

7. The Applicant proposed to utilize the existing building's foundation and first floor and construct a four story residential dwelling with 12 condominium units and 24 on-site surface parking spaces on the first level of the building.

8. The Applicant has an agreement of sale for the property pending zoning relief.

9. Mr. Hughes called both Mr. Ryan Alexaki and Nicholas L. Vastardis to testify.

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

a. He is a real estate developer and builder.

b. He is the sole member of Craft Custom Homes, LLC.

- c. The property is roughly 60 feet by 200 feet and is approximately 12,000 square feet.
- d. The neighborhood is a mix of residential, commercial businesses and restaurants.
- e. The property, as it stands today, is a one-story structure with cinder block walls and is divided into a variety of offices with an open space in the center that was previously used for manufacturing. The structure is in need of repair.
- f. The property has numerous non-conformities including front yard setback, rear yard setback, building coverage, impervious coverage, and having two road frontages.
- g. He proposes to have parking on the first story of the structure with an entrance on East Elm and an exit on East Hector Street. This may change during land development.
- h. The parking proposal includes 24 spaces, two per unit, along with enough room for elevators, airways and trash.
- i. He is retaining the existing walls of the property.
- j. The property does not have a rear yard.
- k. He is proposing to construct 12 units, but based on the dimensions would require a variance as only 9.3 units are allowed based on the size of the property.
- l. The living units would be on floors two, three and four. The second and third floor would be the main living space and bedrooms and bathrooms while the fourth floor would have a rooftop deck area.

- m. The Borough has agreed to support the application on the condition that each unit only have two bedrooms per unit.
 - n. He believes the proposal would be an improvement to the neighborhood and would not be detrimental to the community.
 - o. Each of the two bedroom units would be at least 900 square feet.
 - p. Around 20 neighbors signed a petition in support of the proposal.
10. One member of the public asked Mr. Alexaki questions regarding the walls of the existing structure.
11. Mr. Vastardis was admitted as an expert engineer and testified to the following:
- a. He is a civil engineer and prepared the zoning plan and land development plan.
 - b. He agrees with the testimony that Mr. Alexaki presented with regard to the relief that is being requested.
 - c. The project will not add any additional building coverage or impervious coverage to the property.
 - d. He does not perceive any adverse impact on the neighborhood if this project moves forward.

II. DISCUSSION

Section 27-703 states:

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

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

B. Change of Use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 27-1903(B) is titled "Performance Standards" within the Residential Overlay District and states:

1. Any buildings constructed as part of the Residential Overlay District shall reflect the scale, rhythm, materials, height, and massing of the buildings adjacent to the proposed development

site. Considerations should be given to the buildings surrounding the parcel for development, as well as to the buildings and structures that form the streetscape.

2. Maximum density: 33 dwellings per acre.
3. Yards.
 - A. Front yard: 30 feet to be measured from the property line.
 - B. Side yard: two required; 10 feet for each side measured from the property line.
 - C. Rear yard: 30 feet to be measured from the property line.
4. Maximum building coverage: 40% of total lot area.
5. Maximum impervious coverage: 80% of total lot area subject to the approval of the Borough Engineer.
6. Parking area setbacks. From property line: 10 feet.
7. Internal driveway setback. From property line: 10 feet.
8. Parking requirements. A minimum of two parking spaces per unit shall be provided on-site. These spaces shall be adequately identified and designated for each unit.
9. Parking Lot Location: Parking shall be to the rear of the building.
10. Minimum Building Separation.
 - A. Between ends of buildings, or end of one building and side (longer dimension) of another: 40 feet.
 - B. Between parallel sides of buildings: 40 feet.
11. Height limit: 35 feet, unless otherwise permitted by Conshohocken Borough Council as a condition use.
12. Minimum tract area: The minimum tract area shall be one acre.

13. Minimum Unit Size:

Unit Size	Minimum Square Footage (square feet)
0- to 1-bedroom unit	700

2-bedroom unit
3-bedroom unit

900
1,100

In a request for a variance, the Board is guided by Section 27-611 of the Ordinance and Section 910.2 of the Pennsylvania Municipalities Planning Code (hereinafter called "MPC"). An applicant for a variance has the burden of establishing that a literal enforcement of the provisions of the Ordinance will result in an unnecessary hardship as that term is defined by law, including court decisions, and that the allowance of the variance will not be contrary to the public interest. Section 27-611 of the Zoning Ordinance and Section 910.2 of the MPC permit the Board to grant a variance where it is alleged that the provisions of the Ordinance inflict unnecessary hardship upon the Applicant and when the Board can make certain prescribed findings where relevant in a given case.

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

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

Additionally, in a request for a special exception, the Board is guided by both the Ordinance and the Pennsylvania Municipalities Planning Code. An applicant for a special exception has the burden of showing that the request adheres to the express standards and criteria of the special exceptions delineated by the governing body. The Zoning Board must decide requests for special exceptions in accordance with such standards and criteria and how the special exception would

impact the public welfare. The Zoning Hearing Board has determined that the granting of the requested special exception would not negatively impact the public welfare.

III. CONCLUSIONS OF LAW

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested variances and special exception. The Applicant has proven an unnecessary hardship unique or peculiar to the property and that the variance are not contrary to the public interest. Accordingly, the Board is able to make the following relevant findings under Section 910.2 of the MPC:

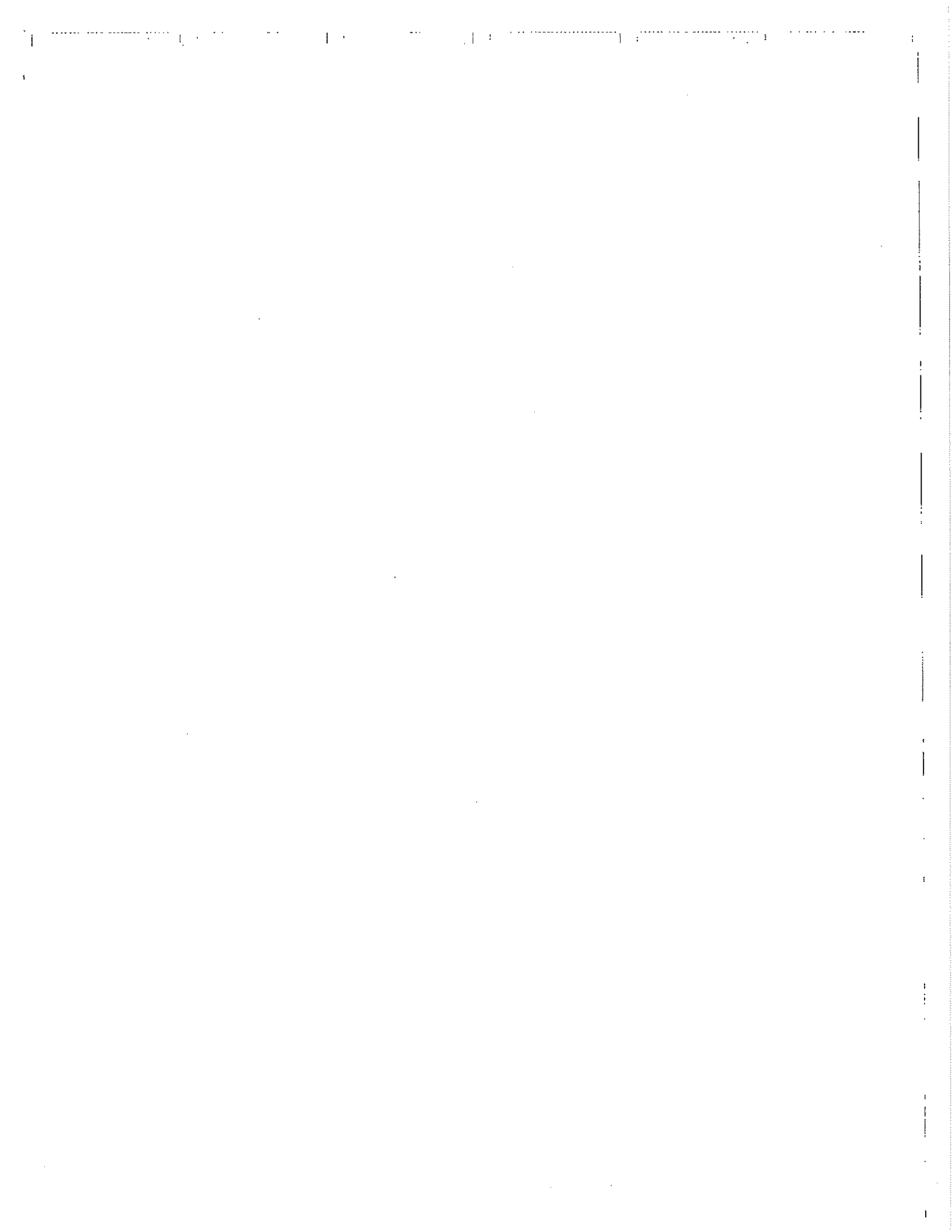
1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances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

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

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

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

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

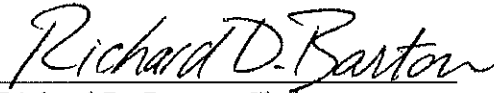


ORDER

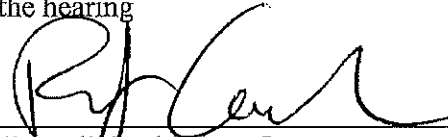
AND NOW, this 14th day of November, 2018, the Application of Craft Custom Homes, LLC, seeking both a special exception from the terms of 27- 703(B)(6) and three variances from the terms of Sections 27-1903(B)(2), (9), and (12) is hereby GRANTED subject to the following condition:

1. The 12 proposed units will have no more than two bedrooms each.


CONSHOHOCKEN ZONING HEARING BOARD



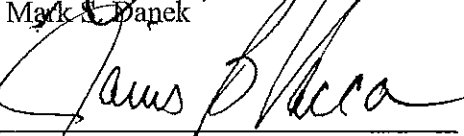
Richard D. Barton, Chairman – was not present for the hearing



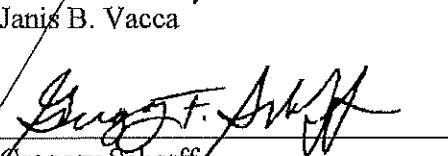
Russell Cardamone, Jr.



Mark A. Danek



Janis B. Vacca



Gregory Scharff



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

August 6, 2020

File No. 19-05052

Stephanie Cecco, Borough Manager
Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

Reference: 541 East Hector Street – LD 2019-04
TMP #05-00-05916-00-1
Preliminary/Final Land Development – Review 4

Dear Ms. Cecco:

Pursuant to the Borough's request, Gilmore & Associates, Inc. has reviewed the revised submission for Preliminary/Final Land Development for the above-referenced project. Upon review we offer the following comments for consideration by the Conshohocken Borough Council:

I. Submission

- A. Plans for 541 East Hector Street consisting of 5 sheets, dated March 19, 2019 and last revised July 15, 2020, as prepared by Vastardis Consulting Engineers, LLC for Craft Custom Homes, LLC

II. Project Description

The subject property, TMP #05-00-05916-00-1, is situated in the LI – Limited Industrial with Residential Overlay Zoning District and is bordered by East Hector Street to the north and East Elm Street to the south. The site is 12,000 square feet and currently contains an 8,857 square foot industrial/warehouse/office building with driveways on East Hector Street and East Elm Street.

The Applicant is proposing a residential use via construction of a 3-story multi-family building, with a 4th story rooftop deck, containing 12 dwelling units. The ground level will contain 25 parking spaces, where vehicles will enter from East Elm Street and exit onto East Hector Street. The second and third floors will be the dwellings. Associated improvements include the relocation of two utility poles located along East Elm Street, landscaping, and replacement of curb and sidewalk along the frontages. No stormwater management improvements are proposed.

III. Review Comments

A. Zoning Ordinance

We defer all comments with respect to the Conshohocken Borough Zoning Ordinance, including the Zoning Hearing Board Order, to the Borough's Zoning Officer.

B. Subdivision and Land Development Ordinance

We offer the following comments with respect to the Borough of Conshohocken Subdivision and Land Development Ordinance:

1. §22-306.A.(1) – The Applicant is requesting a waiver from showing all existing features within 100 feet of the proposed development. We support this waiver subject to the Applicant agreeing to provide any additional plan information deemed necessary during the course of the review process.
2. §22-307.B.(4) - The Applicant is calculating porous pavers as 50 percent impervious coverage, which we find to be acceptable subject to the proposed pavers being included in a stormwater management maintenance agreement.

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

3. §22-308.C – The Applicant is requesting a waiver to permit only one submission for Preliminary and Final Land Development approval.
4. §22-404.2.A – The Applicant is requesting a waiver to permit the proposed driveways and driveway curb cuts within the front yard setbacks of East Hector and East Elm Streets. Since there is no rear yard we support this waiver subject to PennDOT accepting the proposed modifications to the East Hector Street access.
5. §22-404.3.E – This section requires that lighting facilities be arranged to neither unreasonably nor unnecessarily disturb occupants of adjacent residential properties and that a minimum illumination level of 0.5 footcandles be provided throughout the parking area. We offer the following comments related to the proposed lighting:
 - a. The isolux patterns provided in the Parking Level Lighting Detail on Detail Sheet 1, Sheet 4, shall be labeled to indicate the proposed lighting levels. We may have additional comments once this information is provided.
 - b. Per the Lighting Schedule on the Detail Sheet 1, Sheet 4, proposed Light C is a cobra-head type roadway and security light to be set on a 6 foot pole height which may create high lighting levels. The proposed lighting levels and any openings in the garage level shall be indicated to determine any impacts to the adjacent properties. Associated light pole and light pole foundation detail shall also be provided.
6. §22-404.3.F.(2) – Where a parking area adjoins a right-of-way a decorative wall 48 inches in height, or other screening, shall be provided. We offer the following comments related to the proposed 48 inch high privacy wall:
 - a. Top and bottom of wall elevations shall be added to the East Hector Street detail on the Details Sheet 1, Sheet 4, since the 66.5 foot bottom of wall grade indicated in the Wall Section detail on the Detail Sheet 2, Sheet 5, does not match the proposed grading. Based on the current information, an additional 66 foot contour shall be provided in the area of the proposed wall and existing 65 foot contour. We note that §22-409.1 requires slopes greater than 3:1 to be vegetated with low maintenance ground covers, shrubs, and other plant material and slopes greater than 2:1 to be permanently stabilized with a retaining wall.
 - b. We recommend that Borough Planning Commission discuss and provide a recommendation to Borough Council on whether the wall's proposed stucco finish and concrete masonry unit cap meet the intent of the decorative wall requirement or whether additional decorative treatment should be provided. It is unclear from the previously provided renderings whether the proposed wall finish would be complementary to the proposed building exterior.
7. §22-404.3.F.(4) – The Applicant is requesting a waiver to permit the proposed accessible parking space to be located closer than 10 feet from the right-of-way.
8. §22-404.3.F.(7) – We defer to the Borough's Building Code Official as to whether the proposed accessible parking space's access aisle width and location within the required 24 foot wide drive aisle are acceptable.
9. §22-404.3.G – The Applicant is requesting a waiver to permit a three foot curb radius for the curbing near the accessible parking space, which is less than the required five foot radius.
10. §22-405 – We offer the following comments related to the proposed curb and sidewalk:
 - a. The plan view layout of the proposed curb and driveway apron on East Elm Street shall be revised in accordance with the Type 1A Driveway Apron detail and the proposed curb and driveway apron on East Hector Street shall be revised in accordance with the Driveway Apron & Curb Depression detail, both provided on the Detail Sheet 2, Sheet 5. The limits of the proposed driveway apron shall be indicated along East Elm Street.

- b. Detailed spot elevations shall be provided for the driveway aprons, their flares, and both the driveway apron and site sides of the sidewalks to confirm all sidewalks are proposed to have a maximum two (2) percent cross slope and five (5) percent longitudinal slope. Based on the currently provided spot elevations, the sidewalk proposed along East Elm Street shall be revised to comply with these slope requirements.
 - c. Additional detailed spot elevations shall be provided at the tie in points of the proposed sidewalk along East Hector Street. A curb taper shall be provided from the full height curb to the depressed curb located on the adjacent property to the east.
 - d. Top and bottom of curb elevations shall be provided for the curb proposed on the western side of the driveway by East Hector Street. The proposed 67 foot contour shall be revised in this area for consistency with the curb reveal.
11. §22-409.2 – The Applicant is requesting a waiver to permit proposed grading within three feet of the property lines, which we support to permit connection to the existing grades.
 12. §22-421.4 – The Applicant is requesting a waiver to not provide the two street trees required along East Elm Street. The Applicant has offered to pay a fee-in-lieu of providing these street trees.
 13. §22-421.5 – The Applicant is requesting a waiver from providing the minimum 6 foot high landscape screening required for the multi-family development.
 14. §22-421.6 – The Applicant is requesting a waiver from providing pedestrian lighting along East Hector Street and East Elm Street.
 15. §22-804 – The Applicant is required to dedicate ten percent (10%) of the total site area to the Borough for park or recreational use. Given the limited open space available on the site, we recommend the Applicant coordinate with the Borough Solicitor regarding a fee in lieu of providing park and recreational facilities.

C. General Comments

1. The Applicant shall obtain all required approvals, permits, etc. (e.g. Fire Marshal, Conshohocken Borough Sewer Authority, MCPC, MCCD, Aqua, etc.). Copies of these approvals and permits shall be submitted to the Borough of Conshohocken and our office.
2. The proposed 66 foot contour shall be extended to the curb line along East Hector Street.
3. The privacy fence proposed in the southeast corner of the site would block the windows and access to the wall-mounted utilities of the adjacent building to the east. We recommended this section of proposed fence be relocated and the Applicant coordinate with the adjacent property owner regarding this portion of proposed fencing.
4. We defer review of the ramp proposed by the doorway to the Borough's Building Code Official.

If you have any questions regarding the above, please contact this office.

Sincerely,



Karen M. MacNair, P.E.
Borough Engineer
Gilmore & Associates, Inc.

KMM/tw/

cc: Brittany Rogers, Executive Assistant
Ray Sokolowski, Executive Director of Operations and Building Code Official
Michael E. Peters, Esq., Borough Solicitor

August 6, 2020

BCONS 20004

Stephanie Cecco, Borough Manager
Conshohocken Borough
400 Fayette Street, Suite 200
Conshohocken, PA 19428**RE: Zoning Review**
541 E. Hector Street – Preliminary/Final Land Development Application

Dear Ms. Cecco:

As requested, we reviewed the following in connection with the referenced project:

- “*Craft Custom Homes, LLC – 541 E. Hector Street,*” (5 sheets) prepared by Vastardis Consulting Engineers, LLC, dated March 19, 2019, last revised July 15, 2020.
- Architectural Floor Plans and Renderings, (11 sheets) undated.

The applicant, Craft Custom Homes, LLC, proposes to redevelop the subject property, located in the LI - *Limited Industrial / Residential Overlay* Zoning District, with frontage on both E. Hector Street and E. Elm Street. A 12-unit residential building over a twenty-five (25) space parking garage is proposed to be constructed within the current footprint of the existing warehouse building, along with curbing, driveway apron curb cuts on both E. Hector Street and E. Elm Street, sidewalks, porous pavers, and landscaping.

The Applicant was granted the following relief by the Zoning Hearing Board on September 19, 2018 and extended until August 19, 2021:

- §27-703(E)(6) – Special Exception to allow the expansion of a non-conforming use.
- §27-1903(B)(2) – Variance to allow a greater density of residential units than 33 units per acre.
- §27-1903(B)(9) – Variance to allow the parking area to be under the building, rather than to the rear of the building.
- §27-1903(B)(12) – Variance to allow a minimum tract area of 12,000 square feet, rather than 1 acre.

Approval of the Special Exception & Variances is conditioned on the 12 proposed units having no more than two (2) bedrooms each.

We offer the following comments, new comments are in *italics*:

1. The property is located in the LI – *Limited Industrial* Zoning District and is being developed in accordance with the *Residential Overlay District*. Therefore, the Zoning Requirements table on the plans is to include the Performance Standards for both the LI District and the *Residential Overlay District* to confirm compliance.

- a. The maximum permitted building height in the Residential Overlay District is 35 feet. (§27-1903(B)(11)). The proposed building height per the Zoning Requirements table on plan sheet 2 indicates a building height of 40 feet.

The applicant has filed a Conditional Use application to permit a building height of 40 feet in accordance with §27-1903-B.11.

2. No lighting of private property shall cause a hazard or nuisance to abutting roads and properties. (§27-821) The applicant is to provide a lighting plan confirming conformance with §27-821.E.

In no case may exterior lighting levels exceed 0.25 footcandles at a lot line abutting a residential property or district. (§27-821.E). The plan indicates lighting intensities above 0.25 footcandles along the E. Hector Street frontage.

The applicant has provided a parking level lighting detail; however, the lighting intensities along the property boundary are not identified. The plans need to clearly demonstrate no lighting levels from the proposed site lighting exceed 0.25 footcandles at any lot line abutting a residential property or district.

If you have any questions or concerns, please feel free to contact the undersigned.

Sincerely,



Eric P. Johnson, PE
Zoning Officer
PENNONI ASSOCIATES INC.

EPJ/



3100 Horizon Drive
Suite 200
King of Prussia, PA 19406
T: 610-277-2402
F: 610-277-7449

www.pennoni.com

BCON19002

June 25, 2020

Stephanie Cecco
Borough Manager
Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

**RE: Traffic Engineering Review
541 East Hector Street**

Dear Ms. Cecco:

We have completed our review of the material submitted for the above referenced land development proposal. The submission consisted of a Preliminary/Final Land Development Plan Set (5 sheets), last revised May 1, 2020, and responses to our previous comments dated May 15, 2020, both prepared by Vastardis Consulting Engineers, LLC. The applicant has addressed our previous comments regarding corner sight distance for the site driveway and on-site signage to designate the one-way flow through the site. In addition, it is our understanding that the applicant has or will obtain approval of the proposed garage configuration from the Borough Fire Marshal.

We do not have any additional comments. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

PENNONI ASSOCIATES INC.

Brian R. Keaveney, PE, PTOE
Transportation Division

cc: Ray Sokolowski, Executive Director of Operations
George Metz, Chief of Police
Timothy Gunning, Fire Chief and Fire Marshal
Karen MacNair, PE, Borough Engineer
Michael Peters, Esq., Borough Solicitor
Brittany Rogers, Executive Assistant



BOROUGH OF CONSHOHOCKEN

Fire Marshal

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Date: April 22, 2020

To: Stephanie Cecco, Borough Manager

From: Timothy Gunning, Fire Marshal

Re: Fire Marshal Review
541 E. Hector Street
Prelim/Final Land Development

As requested, the following materials submitted for the above referenced land development proposal were reviewed:

- Preliminary/Final Land Development plans prepared by Vastardis Consulting Engineers, LLC, dated March 19, 2019, last revised January 6, 2020.

Upon review of the submitted plan, I have no additional comments. At this time I have no issues with fire department access into the parking garage. We will address fire department access when the building plans come in for review.

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

July 10, 2019

Ms. Stephanie Cecco, Manager
Borough of Conshohocken
400 Fayette Street—Suite 200
Conshohocken, Pennsylvania 19428

Re: MCPC #19-0141-001
Plan Name: 541 East Hector Street
(1 lot/12 dus comprising .28 acres)
Situate: East Hector Street (south)/East Elm Street (north)
Borough of Conshohocken

Dear Ms. Cecco:

We have reviewed the above-referenced land development plan in accordance with Section 502 of Act 247, "The Pennsylvania Municipalities Planning Code," as you requested on May 28, 2019. We forward this letter as a report of our review.

BACKGROUND

The applicant, Craft Custom Homes, LLC, has submitted a land development plan which seeks preliminary plan approval for the conversion of a one-story, office/warehouse building into a multi-family residential building with 12 condominium units. The building is situated on a 12,000-square foot lot and with respect to the minimum front yard setback, side yard setback, maximum building coverage, and maximum impervious surface it is existing non-conforming structure. According to the applicant's documentation, the building's foundation and first floor will be utilized to construct a four-story residential dwelling with 12 condominium units and 24 on-site surface parking spaces on the first level. The borough's Zoning Heard Board granted the applicant a special exception to allow the expansion of a non-conforming use and three variances in a decision on December 14, 2018. A condition of the relief was that the 12 proposed condominiums are limited to two-bedroom residences. The redevelopment lot is Tax Parcel #05-00-05916-00-1, which is located in the borough's Limited-Industrial/Residential Overlay Zoning District.

CONSISTENCY WITH COUNTY & MUNICIPAL PLANS

The proposed plan is generally consistent with the county comprehensive plan, *MONTCO 2040, A Shared Vision*, which promotes reinvestment in the county's older boroughs with the appropriate scale of in-fill development, while leveraging the existing infrastructure to support a mixed-use, walkable community. The plan appears



generally consistent with the Conshohocken Borough Comprehensive Plan Update, 2018 which also supports infill development. It states that infill development proposals should be compatible with the existing community's residential character.

RECOMMENDATION

The Montgomery County Planning Commission generally supports this proposal; however in the course of our review we identified the requirement of addressing the borough's Subdivision and Land Development Code, §22-421- Landscaping and Lighting regulations as an issue which should be considered in the proposed re-development of this parcel.

COMMENT

Landscaping and Lighting Improvements - The submission does not include the required landscape plan improvements and pedestrian scale lighting improvements. These are shown in the applicant's proposed architectural renderings to illustrate future conditions along the building's East Hector Street frontage. The applicant should revise the plan and address to the greatest extent feasible the landscape and lighting improvements regulations as required by §22-421.4. Street Shade Trees and §22-421.6. Pedestrian Lighting.

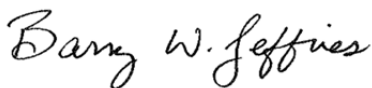
CONCLUSION

The Montgomery County Planning Commission generally supports the redevelopment of this lot into a condominium residential building. We recommend the borough address the issue discussed above to its satisfaction and ensure the proposed plan complies with your appropriate municipal land use regulations and other appropriate regulations prior to granting approval.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files.

Sincerely,



Barry W. Jeffries, ASLA, Senior Design Planner
bjeffrie@montcopa.org - 610-278-3444

- c: Craft Custom Homes, LLC, Applicant
- Edward Hughes, Esq., Applicant's Representative
- Brian Tobin, Chrm., Boro. Planning Commission
- Karen MacNair, Boro. Engineer
- Christine Stetler, Community Development and Zoning Officer

Attachments: Aerial of Site & Site Plan

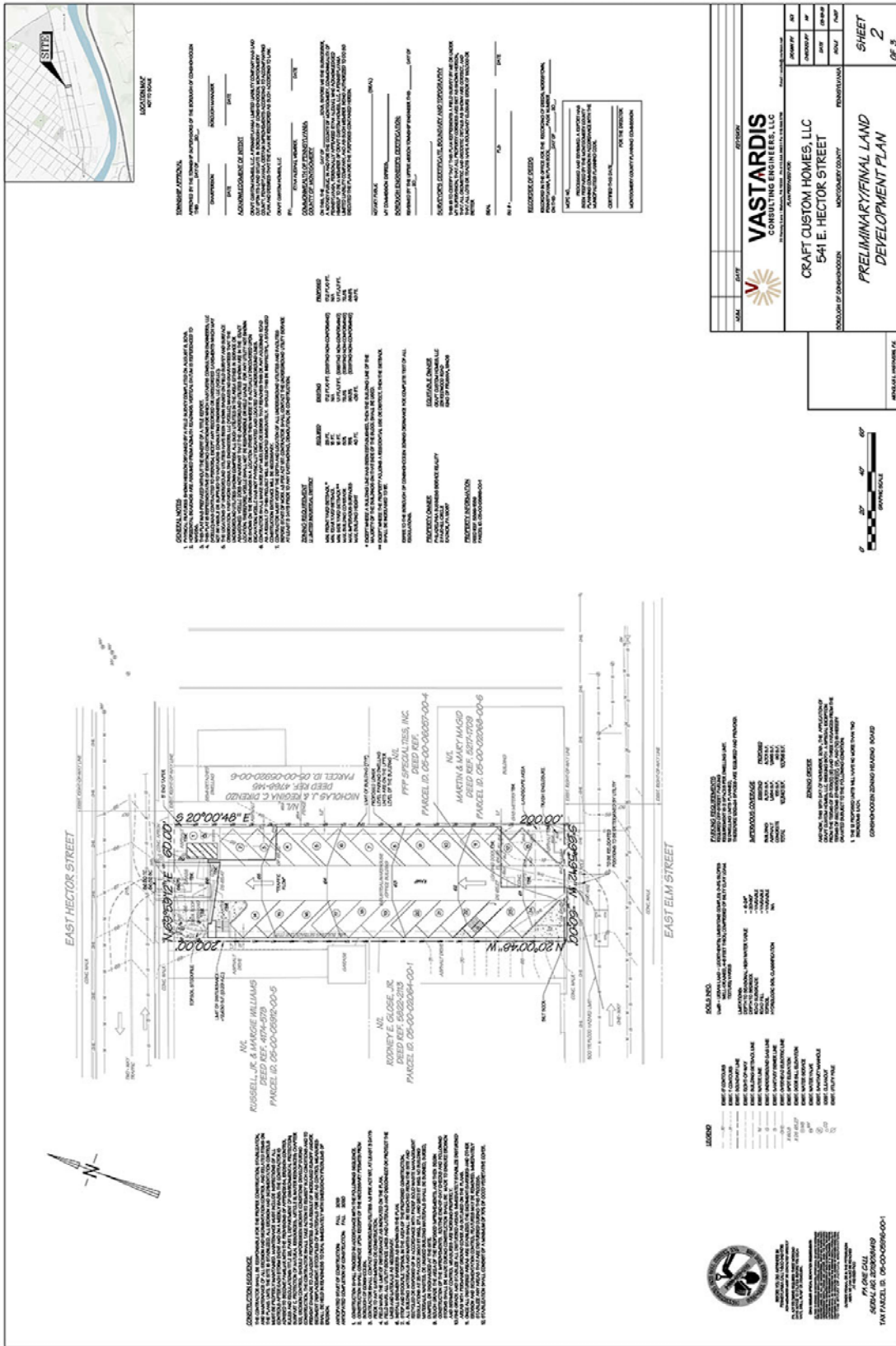


541 East Hector Street
190141001

Montgomery
County
Planning
Commission
Montgomery County Courthouse - Planning Commission
PO Box 311 • Norristown PA 19380-0311
P: 610.278.3722 • F: 610.278.3941
www.montcopa.org/planning
Year 2018 aerial photography provided by the
Delaware Valley Regional Planning Commission

0 50 100 200 Feet

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CONSTRUCTION REFERENCE:

1. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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GENERAL NOTES:

1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.
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VASTARDIS CONSULTING ENGINEERS, LLC

541 E. HECTOR STREET
MONTICELLO COUNTY

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

SHEET 2 OF 3

DATE: 7/10/19
SCALE: AS SHOWN
PROJECT: PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
SHEET: 2 OF 3

LEGEND:

- 1. LOT CENTERLINE
- 2. LOT CORNER
- 3. LOT AREA
- 4. LOT PERIMETER
- 5. LOT DIMENSIONS
- 6. LOT AREA DIMENSIONS
- 7. LOT PERIMETER DIMENSIONS
- 8. LOT AREA DIMENSIONS
- 9. LOT PERIMETER DIMENSIONS
- 10. LOT AREA DIMENSIONS

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