



# BOROUGH OF CONSHOHOCKEN

## ZONING HEARING BOARD

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### AGENDA

March 21, 2022 - 7:00 PM

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NOTICE IS GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on March 21, 2022, at 7:00 p.m. prevailing time at Conshohocken Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

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PETITIONER: Joseph Rutkowski  
PREMISES INVOLVED: 509 Spring Mill Ave., Conshohocken, PA 19428  
Borough Residential 2

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PETITIONER: David and Lisa McLafferty  
PREMISES INVOLVED: 116 W. 2<sup>nd</sup> Ave., Conshohocken, PA 19428  
Borough Residential 1

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PETITIONER: Howlin Properties  
PREMISES INVOLVED: 1023 Fayette St., Conshohocken, PA 19428  
Residential Office

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PETITIONER: Diva Distributors, LLC. By Marne Nunez  
PREMISES INVOLVED: 911 Fayette St., Conshohocken, PA 19428  
Residential Office

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PETITIONER: High Street Conshohocken I, LLC.  
PREMISES INVOLVED: 101 Washington St., Conshohocken, PA 19428  
Specially Planned District 1

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Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov) as soon as possible to have arrangements made.

1. Call to Order
2. Appearance of Property
3. Public Comment - (state your name, address, and property reference)
4. Announcements/Discussion
5. Adjournment

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the meeting.





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

## Zoning Application

Application: _____
Date Submitted: _____
Date Received: _____

1. Application is hereby made for:

Special Exception       Variance

Appeal of the decision of the zoning officer

Conditional Use approval       Interpretation of the Zoning Ordinance

Other \_\_\_\_\_

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

27-1007.1 Parking between the front wall of a structure and the curb line

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

509 Spring Mill Avenue

4. Applicant's Name: Joseph Rutkowski

Address: 1034 W. Thomas Road, Plymouth Meeting, Pa. 19462

Phone Number (daytime): (215) 514-6543

E-mail Address: jrutkowski56@comcast.net

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

6. Property Owner: same as applicant

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

7. Lot Dimensions: 40 x 120      Zoning District: BR-2

8. Has there been previous zoning relief requested in connection with this Property?  
Yes  No  If yes, please describe.

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

Single family residential dwelling (since removed)

10. Please describe the proposed use of the property.

Single family residential dwelling with off-street parking

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

Construction of one single family detached dwelling with two off-street parking spaces to be provided via a driveway and garage.

Construction to also include an on-site stormwater management system in compliance with current Borough ordinances and standards

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

**The Borough's Zoning Ordinance requires parking in the rear of the property. However, there is no existing alley way behind the property to permit parking in the rear.**

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

a. The unique characteristics of the property: **The property does not permit parking in the rear because there is no alley.**

b. How the Zoning Ordinance unreasonably restricts development of the property: **It is impossible to comply with the Zoning Ordinance's requirement as it is impossible to park in the rear of the property.**

c. How the proposal is consistent with the character of the surrounding neighborhood. **The proposed single family home is consistent with the character and nature 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. **Allowing parking in the front of the proposed dwelling is the only way to permit the reasonable use of the property. Moreover, similar relief has been granted many times by the Zoning Hearing Board under similar circumstances.**

14. The following section should be completed if the applicant is contesting the determination of the zoning officer.
- a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the determination).

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

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

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

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

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

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

a. Attorney's Name: George J. Ozorowski, Esquire

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

c. Phone Number: (610) 279-6800

d. E-mail Address: gjo@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.

[Signature]  
Applicant

[Signature]  
Legal Owner

1/4/2022  
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 4th day of January, 2022.

[Signature]  
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

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(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: \_\_\_\_\_



PARID: 050009692005  
 RUTKOWSKI JOSEPH & CAROL A

509 SPRING MILL AVE

### Parcel

TaxMapID	05038 004
Parid	05-00-09692-00-5
Land Use Code	2101
Land Use Description	R - RES VAC LAND UNDER 5000 SQ FT
Property Location	509 SPRING MILL AVE
Lot #	
Lot Size	4800 SF
Front Feet	40
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

### Owner

Name(s)	RUTKOWSKI JOSEPH & CAROL A
Name(s)	
Mailing Address	1034 W THOMAS RD
Care Of	
Mailing Address	
Mailing Address	PLYMOUTH MEETING PA 19462

### Current Assessment

Appraised Value	Assessed Value	Restrict Code
23,930	23,930	

### Estimated Taxes

County	87
Montco Community College	9
Municipality	108
School District	574
Total	778
Tax Lien	<a href="#">Tax Claim Bureau Parcel Search</a>

### Last Sale

Sale Date	27-FEB-20
Sale Price	\$1
Tax Stamps	0
Deed Book and Page	6173-01845
Grantor	MCQUIRNS MARIE T IRREVOCABLE TRUST
Grantee	RUTKOWSKI JOSEPH & CAROL A
Date Recorded	27-FEB-20

**HUGHES, KALKBRENNER & OZOROWSKI, LLP**

ATTORNEYS AT LAW

SUITE 205

1250 COMMONS

1250 GERMANTOWN PIKE

PLYMOUTH MEETING, PENNSYLVANIA 19462

EDWARD J. HUGHES  
GEORGE J. OZOROWSKI

TELEPHONE (610) 279-6800  
TELECOPIER (610) 279-9390  
E-MAIL: gjo@hkolaw.com

January 5, 2022

**(VIA EMAIL AND REGULAR MAIL - zoning@conshohockenpa.gov)**

Attention: Bobbi Jo Myrsiades  
Borough of Conshohocken  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428

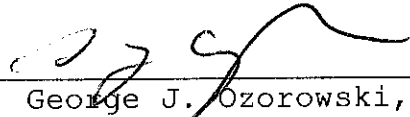
**Re: 509 Spring Mill Avenue**

Dear Bobbi Jo:

Enclosed please find the original and (1) copy of a Zoning Hearing Board Application and supporting documents on behalf of Joseph Rutkowski regarding 509 Spring Mill Avenue. Mr. Rutkowski has already dropped off two (2) checks, one in the amount of \$250.00 and one in the amount of \$750.00 to the Borough. One copy of the Application and supporting documents are being sent via email. Please return a time-stamped copy to me in the self-addressed, stamped envelope provided. Kindly let me know when the matter will be scheduled.

Please call with any questions.

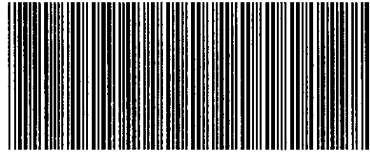
Very truly yours,  
**HUGHES, KALKBRENNER & OZOROWSKI, LLP**

By:   
George J. Ozorowski, Esquire

GJO:drc  
Enclosures  
cc: Mr. Joseph Rutkowski



**DEED BK 6173 PG 01845 to 01849.1**  
 INSTRUMENT # : 2020015970  
 RECORDED DATE: 02/27/2020 03:33:56 PM



5741140-00090

RECORDER OF DEEDS  
 MONTGOMERY COUNTY  
*Jeanne Sorg*

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

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 6

<b>Document Type:</b> Deed	<b>Transaction #:</b> 6003546 - 2 Doc
<b>Document Date:</b> 02/27/2020	(s)
<b>Reference Info:</b>	<b>Document Page Count:</b> 4
	<b>Operator Id:</b> charris

**RETURN TO: (Mail)**  
 MR & MRS JOSEPH RUTKOWSKIA  
 1034 WEST THOMAS ROAD  
 PLYMOUTH MEETING, PA 19462

**PAID BY:**  
 MR & MRS JOSEPH RUTKOWSKIA

**\* PROPERTY DATA:**  
 Parcel ID #: 05-00-09692-00-5  
 Address: 509 SPRING MILL AVE  
  
 CONSHOHOCKEN PA  
 19428  
 Municipality: Conshohocken Borough  
 (100%)  
 School District: Colonial

**\* ASSOCIATED DOCUMENT(S):**

**CONSIDERATION/SECURED AMT: \$1.00**

**FEES / TAXES:**

Recording Fee:Deed	\$86.75
Affidavit Fee	\$1.50
Additional Names Fee	\$0.50
Affordable Housing Names	\$0.50
<b>Total:</b>	<b>\$89.25</b>

DEED BK 6173 PG 01845 to 01849.1  
 Recorded Date: 02/27/2020 03:33:56 PM  
 I hereby CERTIFY that this document is  
 recorded in the Recorder of Deeds Office in  
 Montgomery County, Pennsylvania.



*Jeanne Sorg*

**Jeanne Sorg**  
 Recorder of Deeds

Rev1a 2016-01-29

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

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



**Prepared by: Mark Ryan  
Attorney-at-Law  
618 Swede Street  
Norristown, PA 19401**

RECORDER OF DEEDS  
MONTGOMERY COUNTY

2020 FEB 27 P 3: 25

**Return to: Mr. & Mrs. Joseph Rutkowski  
1034 West Thomas Road  
Plymouth Meeting, PA 19462**

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
05-00-09692-00-5 CONSHOHOCKEN  
509 SPRING MILL AVE

MCQUIRNS MARIE T IRREVOCABLE TRUST  
B 038 U 004 L 1101 DATE: 02/27/2020

\$15.00  
HW

**PARCEL No. 05-00-09692-00-5**

**THIS INDENTURE MADE THE 27<sup>th</sup> day of February**  
in the year of our Lord two thousand and twenty (2020)

**BETWEEN** Carol A. Rutkowski and Joseph Rutkowski, Trustees of the Marie T. McQuirns Irrevocable Trust dated May 26, 2016, (hereinafter called the Grantors), of the one part, and Joseph Rutkowski and Carol A. Rutkowski, husband and wife (hereinafter called the Grantees) of the other part,

**WITNESSETH** That the said Grantors for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto him 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 do grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entireties,

**ALL THAT CERTAIN** frame message and two lots or pieces of land **SITUATE** in the Borough of Conshohocken, County of Montgomery, State of Pennsylvania, being lots Nos. 234 and 235 in a plan of lots laid out on the farm of Isaac Jones, deceased, bounded and described as follows, to wit:

**BEGINNING** at a stake on the Southern side of Spring Mill Avenue at the distance of sixty feet Easterl from the Southeast corner of Spring Mill Avenue and Apple Street, a corner of this and now or late of John S. Hipple's land; thence by and along said now or late of Hipple's land, Southerly at right angles to said Spring Mill Avenue, One hundred and twenty feet to a stake, thence by the rear of another lot, Easterly parallel with said Spring Mill Avenue, forty feet to a corner of lot no. 236, now or late belonging to Patrick Kennedy; thence by said land Northerly parallel with Apple Street, One hundred and twenty feet to Spring Mill Avenue aforesaid, and along the Southern side thereof, Westerly forty feet to the place of the beginning.

**BEING PARCEL No. 05-00-09692-00-5**

4/5



**BEING** the same premises, which Marie T. McQuirns by Deed dated May 26, 2016, and duly recorded in the Office of the Recording of Deeds, in and for Montgomery County on the 2<sup>nd</sup> day of August, 2016, in Deed Book 6009 Page 02341 to 02345.1, granted and conveyed to Carol A. Rutkowski and Joseph Rutkowski, Trustees of the Marie T. McQuirns Irrevocable Trust dated May 26, 2016.

Marie T. McQuirns departed this life on December 21, 2018, leaving a Will dated May 26, 2016, wherein she named Carol A. Rutkowski and Joseph Rutkowski as the Co-Executors. Carol A. Rutkowski renounced her right to serve as Co-Executor of said estate. Upon the filing of a Petition for Grant of Letters by Joseph Rutkowski, letters testamentary were granted to him whereby he was appointed executor of said estate on June 11, 2019, see Montgomery County Register Wills No. 2019-X2080.

**This is a transfer from a trust to a beneficiary of the trust (a daughter of the trust grantor) and the spouse of the beneficiary (son-in-law of trust grantor) and as such is exempt from transfer tax pursuant to 72 Pa. C.S.A. §8102-C.3(9)**

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

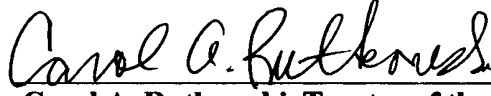
**AND** the said Carol A. Rutkowski and Joseph Rutkowski, Trustees of the Marie T. McQuirns Irrevocable Trust, dated May 26, 2016, for themselves, their executors and administrators do severally, covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they, Carol A. Rutkowski and Joseph Rutkowski, Trustees of the Marie T. McQuirns Irrevocable Trust, dated May 26, 2016, have not done, committed, or knowingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered in title, charge, estate, or otherwise howsoever.




IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals dated the day and year first above written.

**SEALED AND DELIVERED  
IN THE PRESENCE OF US:**

  
\_\_\_\_\_

  
\_\_\_\_\_ **SEAL**  
**Carol A. Rutkowski, Trustee of the Marie  
T. McQuirns Irrevocable Trust dated  
May 26, 2016**

\_\_\_\_\_

  
\_\_\_\_\_ **SEAL**  
**Joseph Rutkowski, Trustee of the Marie  
T. McQuirns Irrevocable Trust dated  
May 26, 2016**


**COMMONWEALTH OF PENNSYLVANIA**

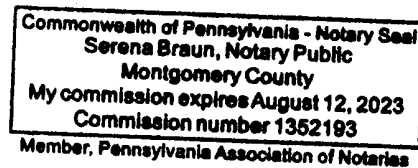
**ss:**

**COUNTY OF MONTGOMERY**

On this, 27<sup>th</sup> day of *February* 2020, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in Montgomery County, the undersigned Officer, personally appeared, Carol A. Rutkowski and Joseph Rutkowski, Trustees of the Marie T. McQuirns Irrevocable Trust, dated May 26, 2016, known to me (satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

**I hereunto set my hand and official seal.**

  
\_\_\_\_\_  
Notary Public



# DEED

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**Carol A. Rutkowski and Joseph Rutkowski, Trustees of the Marie T. McQuirns Irrevocable Trust, dated May 26, 2016,  
to**

**Joseph Rutkowski and Carol A. Rutkowski, H/W**

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**Property  
509 Spring Mill Avenue  
Conshohocken, PA 19428**

**I hereby certify that the address of the Grantee is as follows:**

**Joseph & Carol Rutkowski  
1034 West Thomas Road  
Plymouth Meeting, PA 19462**

---

**Mark Ryan  
Attorney-at-Law  
618 Swede Street  
Norristown, PA 19401  
610-277-2738**





1830019105

RECORDER'S USE ONLY

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

REALTY TRANSFER TAX STATEMENT OF VALUE COMPLETE EACH SECTION

State Tax Paid: 0 Book: 6173 Page: 1845 Instrument Number: Date Recorded: 2-27-2020

SECTION I TRANSFER DATA

Form with fields: Date of Acceptance of Document (02/27/2020), Grantor(s)/Lessor(s) (Joseph & Carol Rutkowski, Trustees), Telephone Number (215) 514-6543, Grantee(s)/Lessee(s) (Joseph & Carol Rutkowski), Telephone Number (215) 514-6543, Mailing Address (1034 West Thomas Road), City (Plymouth Meeting), State (PA), ZIP Code (19462).

SECTION II REAL ESTATE LOCATION

Form with fields: Street Address (509 Spring Mill Avenue), City, Township, Borough (Conshohocken), County (Montgomery), School District (Colonial), Tax Parcel Number (05-00-09692-05).

SECTION III VALUATION DATA

Form with fields: Was transaction part of an assignment or relocation? (NO), 1. Actual Cash Consideration (0.00), 2. Other Consideration (+ 0.00), 3. Total Consideration (= 0.00), 4. County Assessed Value (71,200.00), 5. Common Level Ratio Factor (x 2.03), 6. Computed Value (= 144,536.00).

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

Form with fields: 1a. Amount of Exemption Claimed (\$ 144,536.00), 1b. Percentage of Grantor's Interest in Real Estate (100 %), 1c. Percentage of Grantor's Interest Conveyed (100 %).

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

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

Form with fields: Name (Mark Ryan), Telephone Number (610) 277-2738, Mailing Address (618 Swede Street), City (Norristown), State (PA), ZIP Code (19401).

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

Form with fields: Signature of Correspondent or Responsible Party (Handwritten signature), Date (02/27/2020).

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



1830019105

1830019105







# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

Colleen Leonard, President  
Tina Sokolowski, Vice-President  
Robert Stokley, Member  
Anita Barton, Member  
James Griffin, Member  
Kathleen Kingsley, Member  
Karen Tutino, Member

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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Date: March 16, 2022  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, PE  
Re: 509 Spring Mill Ave – Zoning Determination

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### **History of the Site:**

509 Spring Mill Ave is a 4,800 square-foot lot located in the BR-2 – Borough Residential 2 zoning district. The property was previously developed with a single-family detached residential dwelling which was deemed structurally unsound and has since been demolished. The applicant has filed a grading permit application with the Borough for the construction of a new single-family detached dwelling, which includes a driveway from Spring Mill Ave and modification of the on-street pavement markings. The property fronts on Spring Mill Ave and does not have access to an alley.

### **Current Request:**

The applicant is seeking a variance to permit the installation of a driveway from Spring Mill Ave and off-street parking between the front wall of the principal structure and the curb of the street toward which the wall is oriented.

### **Zoning Determination:**

Per §27-1107, there shall be no required off-street parking spaces permitted between the front wall of a principal structure and the curb of the street toward which that wall is oriented in the BR-2 District. The proposed driveway and parking spaces would require a variance.

Per the provided site plan, the installation of the driveway will eliminate parallel on-street parking. The applicant proposes to install one (1) new angled on-street parking space to offset the lost parallel parking. The applicant is to confirm if the existing number of on-street parking spaces will be maintained.



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

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

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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## **ZONING NOTICE MARCH 21, 2022, ZONING HEARING BOARD MEETING**

### **ZONING HEARING Z-2022-01**

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on March 21, 2022, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Joseph Rutkowski

PREMISES INVOLVED: 509 Spring Mill Ave., Conshohocken, PA 19428  
Borough Residential 2

OWNER OF RECORD: Joseph Rutkowski  
1034 W. Thomas Rd., Plymouth Meeting, PA 19462

The petitioner is seeking a variance from Section 27-1107 of the Conshohocken Zoning Ordinance to permit off-street parking between the front wall of a residential structure and the curb of the street.

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

If you have questions regarding the above prior to the meeting, please contact the Borough at [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov).

Thank you,  
Zoning Hearing Board





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

## Zoning Application

Application: \_\_\_\_\_

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 27-811.C (Height of Accessory Building)

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

116 West Second Avenue

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

Address: 116 West Second Avenue, Conshohocken, PA 19428

Phone Number (daytime): 610-952-4332

E-mail Address: dpmclafferty@yahoo.com

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

6. Property Owner: David McLafferty and Lisa McLafferty

Address: 116 West Second Avenue, Conshohocken, PA 19428

Phone Number: 610-952-4332

E-mail Address: dpmclafferty@yahoo.com

7. Lot Dimensions: 40 ft. x 160 ft. Zoning District: BR-1

8. Has there been previous zoning relief requested in connection with this Property?  
Yes  No  If yes, please describe.

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

The property is used as a single family residence. The property is improved with a dwelling, deck, walkways, and backyard area with a pool. An existing two car garage adjacent to the rear alley was recently demolished. The garage had a height of approximately 22 feet to the peak of the roof.

10. Please describe the proposed use of the property.

The property will continue to be used as a single family residence.

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

The Applicant proposes the construction of a new detached garage with space to park two full size vehicles. The garage will have the same footprint/area as the prior detached garage, but the proposed garage has been shifted closer to one property line with the permission of the owner of such property. The proposed garage will have a height of approximately 28 feet to the peak of the roof in order to provide storage space for the property owner.

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

The recently demolished garage was in extremely poor condition making it necessary to replace. The proposed increase in height is only 6 feet more than the old garage. The additional height will allow for indoor storage space that can be more conveniently accessed and is necessary to satisfy the storage needs of today's family, which on this property includes pool equipment. There are no other storage sheds on the property. Due to the slope on the property, the height of the proposed garage on at least two sides will be less than the maximum height identified in this Application. The proposed garage is also consistent in height with many detached garages in the area as well as the buildings which surround the property. As a result, the Applicant believes that the proposed garage will be consistent with the character of the neighborhood and will not result in any negative impact on neighboring properties.

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

a. The unique characteristics of the property: \_\_\_\_\_

The property is significantly sloped which leads to varying height measurements depending on location.

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

Because of the grade of the property, the current height requirement restricts the ability to construct a detached garage on this property with enough storage area to accommodate the indoor storage needs of today's family.

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

There are several garages in the area of similar or greater height, not to mention several very tall buildings which are visible from the property. The proposed garage is consistent in size and height with the prior garage. The property is large in size and will continue to have a large yard area. As a result, the property, as improved with the proposed garage, will be consistent and harmonious with 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.

The footprint/area of the proposed garage is the same as the prior garage. The proposed height of the garage is the minimum necessary to allow for indoor storage space that can be reasonably accessed and of a size necessary to satisfy the storage needs of today's family, which on this property includes pool equipment.

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

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

N/A

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

N/A

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

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

N/A

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

N/A

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

N/A

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

a. Attorney's Name: Jason Herron, Esquire/Andrew Freimuth, Esquire

b. Address: 460 Norristown Road, Suite 110

c. Phone Number: 610-825-8400

d. E-mail Address: jherron@wispearl.com / afreimuth@wispearl.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.

David McLafferty and Lisa McLafferty

Applicant

David McLafferty and Lisa McLafferty

Legal Owner

1/21/2022

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 21<sup>ST</sup> day of January, 2022.

Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal  
Ana Hernandez, Notary Public  
Montgomery County  
My commission expires November 18, 2025  
Commission number 1410789

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:

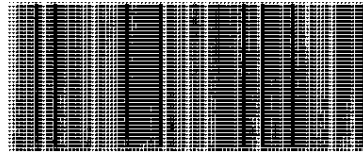
BY ORDER OF THE ZONING HEARING BOARD

	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: \_\_\_\_\_



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



1294299-0005Y

RECORDER OF DEEDS  
 MONTGOMERY COUNTY  
*Nancy J. Becker*



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

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

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

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

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

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



Prepared by:

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

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

\$10.00  
JG

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

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

RECORDED DEEDS  
MONTGOMERY COUNTY

2010 MAR -5 PM 1:33



RECORDER OF DEEDS  
MONTGOMERY COUNTY

2010 MAR -5 PM 1:33

File No. SA-03-0052

This Indenture, made the 4<sup>th</sup> day of April, 2009

Between

DAVID P. MCLAFFERTY

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

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

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

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

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

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

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

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

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



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

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

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

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

**Warrant and Forever Defend.**

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

Sealed and Delivered  
IN THE PRESENCE OF US:

\_\_\_\_\_

\_\_\_\_\_

*David P. McLafferty* (SEAL)  
David P. McLafferty

\_\_\_\_\_



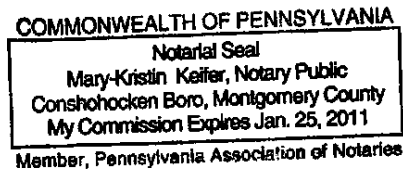
Commonwealth of Pennsylvania  
County of Montgomery

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

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

Mary-Kristin Keifer  
Notary Public

The address of the above-named Grantee is:



\_\_\_\_\_  
On behalf of the Grantee

File No. SA-03-0052

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



REAR ALLEY

15'  
14'6"

EXISTING GARAGE

BACK YARD AREA

CONCRETE WALK

CONCRETE WALK

CONCRETE PATIO

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

STONE AREA 4'x24'

STONE AREA 3'x24'

CONCRETE PATIO

CONCRETE WALK

EXISTING DWELLING

26'

CONCRETE WALK/PATIO

PORCH 22'

CONCRETE PATIO

LANDSCAPE AREA

LANDSCAPE AREA 3'x9'

CONCRETE WALK

GRASS AREA 12'x15'

GRASS AREA 14'x15'

DRIVEWAY

CONCRETE SIDEWALK (COMMON)

GRASS AREA 5'x10'

CURB LINE

GRASS AREA 3'x10'

3'x12W

2ND AVE.

40







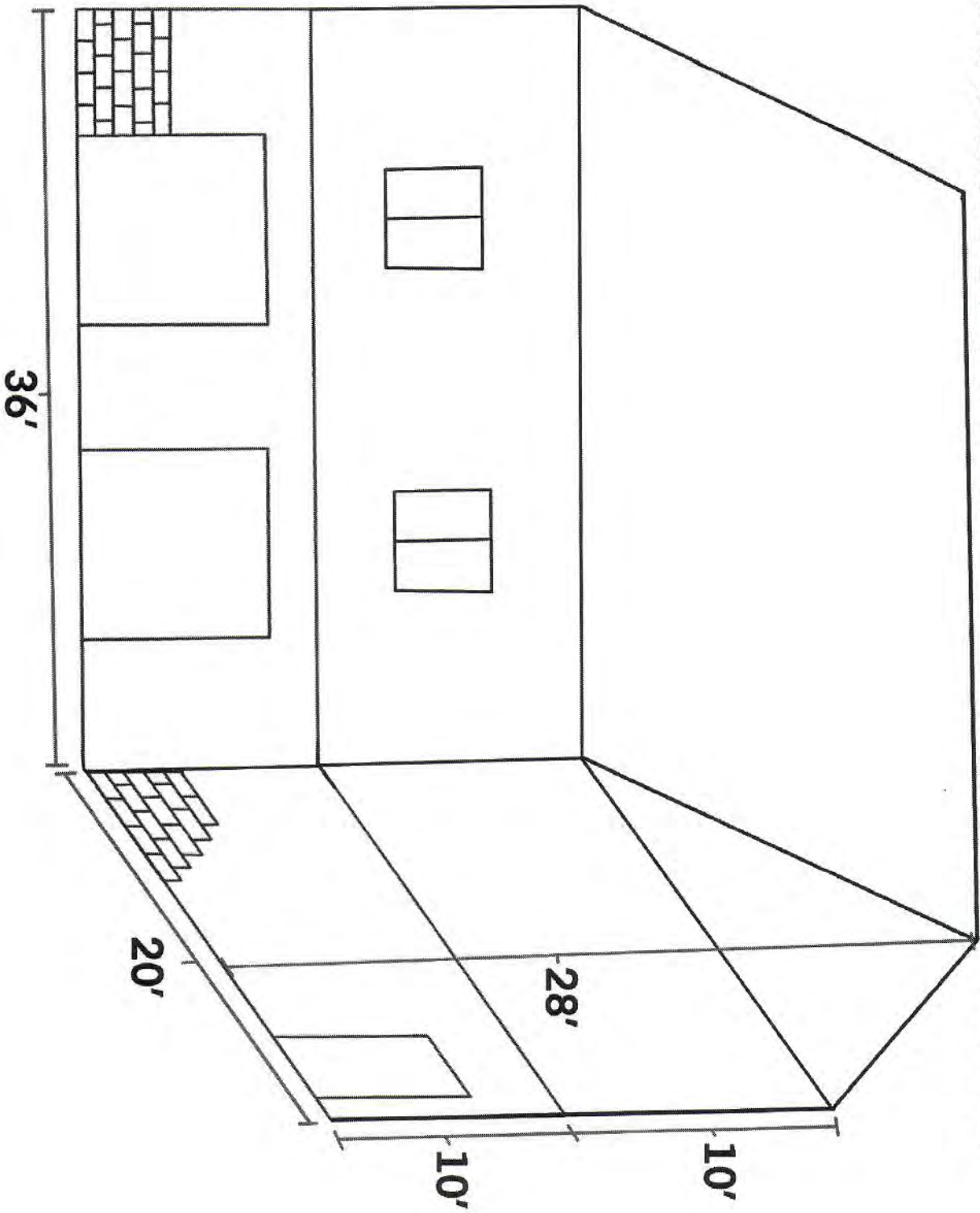








**8" AND 12" CMU FOUNDATION WALL**  
**28' A FRAME ROOF TO RIDGE FROM FINISHED FLOOR**







# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

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

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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## **ZONING NOTICE MARCH 21, 2022, ZONING HEARING BOARD MEETING**

### **ZONING HEARING Z-2022-02**

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on March 21, 2022, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: David and Lisa McLafferty

PREMISES INVOLVED: 116 W. 2<sup>nd</sup> Ave., Conshohocken, PA 19428  
Borough Residential 1

OWNER OF RECORD: David and Lisa McLafferty  
116 W. 2<sup>nd</sup> Ave., Conshohocken, PA 19428

The petitioner is seeking a variance from Section 27-811.C of the Conshohocken Zoning Ordinance to permit an accessory structure height greater than 15 feet.

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

If you have questions regarding the above prior to the meeting, please contact the Borough at [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov).

Thank you,  
Zoning Hearing Board





# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

Colleen Leonard, President  
Tina Sokolowski, Vice-President  
Robert Stokley, Member  
Anita Barton, Member  
James Griffin, Member  
Kathleen Kingsley, Member  
Karen Tutino, Member

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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Date: March 14, 2022  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, PE  
Re: 116 W. 2<sup>nd</sup> Ave – Zoning Determination

---

### **History of the Site:**

116 W. 2<sup>nd</sup> Ave is a 6,400 square-foot (SF) lot located in the Borough Residential 1 (BR-1) Zoning District. The property is developed with a single-family detached residential dwelling, deck, pool, garage, and related site improvements.

In November 2021, the applicant was granted a building permit for the reconstruction of the existing 2-car garage which had reached the end of its useful life. The approved permit allowed for the reconstruction of the garage with the same square footage of the existing garage and a height not to exceed 15 feet, measured from the midpoint of a sloped roof.

### **Current Request:**

During the course of construction the applicant, David and Lisa McLafferty, decided to increase the height of the garage structure to allow for additional storage. Therefore, the applicant is seeking a variance from Zoning Code Section 27-811.C(1) to permit an accessory structure with a height of 28 feet measured to the roof peak. Per the plans provided with the application, the structure height measured to the midpoint of the sloped roof would be 24 feet.

### **Zoning Determination:**

Per §27-811.C(1), the maximum permitted accessory structure height, measured from the average grade around the structure to the midpoint of a sloped roof is 15 feet. The applicant is requesting to construct an accessory structure with a height of 24 feet measured to midpoint of the sloped roof, requiring a variance.





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

## Zoning Application

Application: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Date Received: \_\_\_\_\_

1. Application is hereby made for:

Special Exception       Variance

Appeal of the decision of the zoning officer

Conditional Use approval     Interpretation of the Zoning Ordinance

Other \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

4. Applicant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number (daytime): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

6. Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

7. Lot Dimensions: \_\_\_\_\_ Zoning District: \_\_\_\_\_

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

Yes  No  If yes, please describe.

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

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10. Please describe the proposed use of the property.

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

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

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

a. The unique characteristics of the property: \_\_\_\_\_

---

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

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---

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.

---

---

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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).

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

---

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

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

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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.

---

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

a. Attorney's Name: \_\_\_\_\_

b. Address: \_\_\_\_\_

c. Phone Number: \_\_\_\_\_

d. E-mail Address: \_\_\_\_\_

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

Josh Deneberg

Applicant

Howlin Equities LLC

Legal Owner

1/19/22

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

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

January, 2022.

Jasmine D. Brockenbrough  
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal  
JASMINE D. BROCKENBROUGH, Notary Public  
Montgomery County  
My Commission Expires October 29, 2025  
Commission Number ID# 1408217



## **Re: 1023 Fayette Street**

### **Narrative:**

Applicant is the owner of the subject property located at 1023 Fayette Street (the “Subject Property”).

The property is located in the RO District and was constructed in 1950. It has a lot area of approximately 4,476 square feet. Applicant’s predecessor-in-interest, 1023 Fayette Street, LLC, filed an Application for Zoning Relief on July 10, 2018, seeking special exceptions from the terms of 27-703(6)(A) and 27-703(6)(D), as well as variances from the terms of Sections 27-2002, 27-1207(B), 27-1207(C), and 27-2007(K) of the Conshohocken Borough Zoning Ordinance, seeking permission to expand the existing one-story building by adding a second floor and thus increasing the square footage of the building to approximately 3,200 square feet. The Application also sought to provide only 9 parking spaces where 16 were required, reduce the parking spot size to 8’ x 18’, and limit the size and landscaping of the required buffer strips.

On August 20, 2018, 1023 Fayette Street, LLC came before the Zoning Board seeking the aforementioned relief. During the hearing, the application was amended to no longer request the relief to reduce the parking spaces to 8’ by 18’; however, the applicant was only able to provide eight (8) parking spaces as a result. The requested relief was subsequently granted by the Zoning Board. A true and correct copy of the Board’s 2018 Decision is attached hereto as **Exhibit “A”**.

Applicant purchased the Subject Property from 1023 Fayette Street, LLC in 2019. With the prior zoning approvals set to expire, Applicant went before the Zoning Board on June 15, 2020, seeking an eighteen (18) month extension of the previously obtained zoning relief. The Zoning Board granted the request, and the relief is now due to expire on December 31, 2021.

Subsequently, on November 16, 2020, Applicant again came before the Zoning Hearing Board seeking a variance from §27-2002 of the Code, to permit 8 parking spaces in lieu of the 18 parking spaces required for the proposed mix of retail and office use. The Zoning Hearing Board granted the request, and the relief was set to expire on May 16, 2021. A true and correct copy of the Board’s 2020 Decision is attached hereto as **Exhibit “B”**.

### **Relief Requested:**

Applicant now seeks a one (1) year extension of the previously granted zoning relief. Applicant has been unable, due to supply-chain material shortages, the spike in material costs, and availability of contractors, to proceed with the project in the prescribed timeframe; however, Applicant is optimistic that the project can be completed in the near future, as some headway has been made in obtaining materials and engaging the necessary contractors to perform the work.





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

## Decision

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(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: \_\_\_\_\_

# Exhibit “A”

**BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN**

**IN RE: APPLICATION OF 1023 FAYETTE STREET, LLC**

**REGARDING**

**1023 FAYETTE STREET**

**2018-13**

**DECISION OF THE BOARD**

**I. HISTORY**

On or about July 10, 2018, 1023 Fayette Street, LLC (hereinafter “Applicant”) filed the within Application seeking special exceptions from the terms of 27-703(6)(A) and 27-703(6)(D), and variances from the terms of Sections 27-2002, 27-1207(B), 27-1207(C), and 27-2007(K), of the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the “Zoning Ordinance”), seeking permission to expand the existing one-story building by adding a second floor, which will increase the square footage of the building from 960 square feet to 3,200 square feet, for a property located at 1023 Fayette Street, Conshohocken, Pennsylvania (hereinafter called “Subject Property”). The Applicant also seeks relief to only provide 9 parking spaces where 16 are required; reduce the required parking space size to 8’ x 18’; and limit the size and landscaping of required buffer strips.

After notice was duly given and advertised for each application, a hearing was held on said Appeal at Borough Hall on Monday August 20, 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 –Site Plan.

P-5 – Tax Map.

P-6 – Memo from Chris Stetler

P-7 – Letter from Michael Peters, Esquire

P-8 – Board of Assessment Records

P-9 - Deed

A-1 – Memorandum of law.

A-2- Rendering of Building

### **FINDINGS OF FACT**

1. The Subject Property is located at 1023 Fayette Street, Conshohocken, Pennsylvania in the Borough Residential Office Zoning District.

2. The Subject Property is owned by 1023 Fayette Street, LLC.

3. The Applicant was represented by John Adam DiPietro, Esquire.

4. The Applicant is requesting two special exceptions and multiple variances in order to expand the one-story building by adding a second story.

5. Specifically, the Applicant seeks special exceptions from the terms of 27-703(6)(A) and 27- 703(6)(D), and variances from the terms of Sections 27-2002, 27-1207(B), 27-1207(C), and 27-2007(K).

6. As a result of adding square footage through the second floor addition, the Application would require relief for associated parking and is further asking for relief from certain buffering and landscaping requirements referenced in the Zoning Code.

7. Specifically, the Applicant proposes to increase the square footage of the building from 960 square feet to 3,200 square feet; provide 9 parking spaces where 16 are required; reduce

the required parking space size to 8' x 18'; and limit the size and landscaping of required buffer strips.

8. During the hearing Mr. DiPietro, Esquire called Mr. Robert Caucci, Jr. to testify. After being sworn in, Mr. Caucci testified to the following:

- a. He is the principal of 1023 Fayette Street, LLC.
- b. The current building is 960 square feet and is not in the greatest of condition.
- c. Due to the size of the building it is difficult to lease and was previously vacant for 10 or 11 months before the current tenant moved in.
- d. The building pre-dates the Borough's Zoning Code and therefore is non-conforming.
- e. He would like to rent out the building to a single tenant once the improvements are completed. He is not looking to rent out the Subject Property to multiple tenants.
- f. One of the reasons he is trying to expand the building is that the current size is very difficult to market and the Subject Property was previously vacant for a long period of time.
- g. His goal is to construct the new building and then find a tenant that can occupy the space.
- h. Currently the parking lot only accommodates approximately seven cars. With the proposed addition, he would be required to have 16 off-street spaces.
- i. Based on the size of the lot, he could only offer nine off-street spaces if the parking spots were reduced from 9' x 18' to 8' x 18'.

- j. The project would be similar to the redeveloped Conshohocken Physical Therapy building which is also owned by the Applicant.
- k. In the neighborhood surrounding the Subject Property is a mix of commercial and residential properties.
- l. The proposed building would only be 27 feet high. Most of the residential properties in the neighborhood are closer to 35 feet high.
- m. He has owned Conshohocken Physical Therapy for 9 years and does not believe parking is an issue in this section of the Borough.
- n. None of the other businesses in the area have off-street parking.
- o. The existing building does not meet the front or side yard setback requirements.

9. During the hearing the Applicant amended the application to no longer ask for relief to reduce the parking spaces to 8'x18'. However, due to this change, the Applicant's relief regarding the amount of off-street parking increased by one, he will only be able to provide eight spaces.

10. Mr. DiPietro, Esquire, also called Mr. Samuel Kim to testify. After being sworn in Mr. Kim testified to the following:

- a. He is an architect and the principal of Ambit Architecture.
- b. He is familiar with Conshohocken and designed the Conshohocken Physical Therapy building.
- c. As a result of the propose improvements, the impervious coverage on the Subject Property would actually decrease.
- d. In order to increase the parking, the curb cut is going to be re-located so traffic will flow better within the parking area.

- e. Currently the Subject Property has a 0 foot setback and is non-conforming as the code requires a 25-foot setback.
- f. The side yard setback would also be 0 feet and is also non-conforming.
- g. The existing impervious coverage is 100% while the code only allows 50%. The proposed project will reduce impervious coverage by six percent (6%), and will add green space to the Subject Property.
- h. The wall on the side of the neighboring residential property will be all brick and will not have any windows pursuant to the building code and concerns with fire safety.
- i. The utilities will be on the first floor in a closet as the Subject Property does not have a basement.

11. There were a few neighbors that expressed their concerns with the project, particularly the side yard setbacks and traffic in the neighborhood based on the commercial use of the Subject Property. The Zoning Hearing Board understands the neighbors' concerns and took them into consideration when making a decision on this Application.

## **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 27-2002 is titled “Required Off-Street Parking Capacity” and states:

“Any building or structure erected, altered, or used, and any lot used or occupied for any of the following purposes shall be provided with the minimum number of parking spaces set forth below, together with adequate driveways and street access in compliance with the requirements of the Conshohocken Borough Subdivision and Land Development Ordinance [Chapter 22]. When a use is not specifically listed below, the requirements of the most similar use shall apply.

<b>Use</b>	<b>Requirement</b>
Dwelling unit, multifamily dwelling (studio, efficiency or one-bedroom units)	1 1/2 spaces per dwelling unit.
Dwelling unit:	
Elderly/disabled housing	1 space per dwelling unit.
Independent living	1 space per dwelling unit.
Personal care home	1 space per every 2 private living units.
Dwelling unit, all other types	2 spaces per dwelling unit.
Places of assembly, such as church or auditorium	1 space per 4 seats.
Retail stores	1 space per 150 square feet of gross floor area.
Shopping centers	1 space per 200 square feet of gross leasable area.
Business or administrative offices	1 space per 250 square feet of gross floor area.
Laboratory or industry	The larger of 1 space per employee or per 450 square feet of gross floor area.
Services:	
1. Doctor, dentist, or similar type, including out-patient clinics	7 spaces per doctor, dentist, or similar practitioner.
2. Barber, beautician, tailor, or similar type	3 spaces per barber, beautician or similar practitioner.
3. Plus	1 space per 2 employees not included in subsection (1) or (2) above.
Tourist home, rooming house, bed-and-breakfast	2 spaces, plus 1 space per rental unit.
Self-service laundry	1 space per 3 washers, dryers and/or dry cleaning machines.
Place of indoor amusements (not sports or exercise)	1 space per 100 square feet of gross floor area.
The following uses require 1 space per employee and/or volunteer on the largest shift or during peak periods, plus the number of spaces listed below:	
1. Library, museum or similar place	1 space per 800 square feet of floor area in public use.
2. Hotel, motel, or similar use	1 space per rental unit.
3. Motor vehicle repairs (body or mechanical)	3 spaces per service bay.
4. Vehicle sales	1 space per 500 square feet of indoor sales area, plus 1 space per 5,000 square feet of outdoor sales area.
5. Meeting, training, or classroom space as a primary use	1 space per 2 seats of total seating capacity.
Restaurants:	

<b>Use</b>	<b>Requirement</b>
1. Drive-in or fast-food	The larger of 1 1/2 spaces per table or booth, or 1 space per 50 square feet of gross floor area; minimum of 25 spaces.
2. All others	1 space per 50 square feet of gross floor area.
Indoor sports facility	1 1/2 spaces per person for maximum court and exercise equipment capacity.
Studio for dance, art, music or photography	1 space per 5 students, and/or 1 space per 300 square feet of gross floor area for nonstudent patrons.
Day-care center	1 space per 3 children at maximum capacity.
Bank, financial institution	6 spaces per teller window, plus 3 spaces per automatic teller machine.
Elementary or intermediate schools	1 3/4 spaces per classroom.
High schools	5 spaces per classroom.”

Section 27-1207 is titled “Parking Lot Requirement” and states “In addition to the requirements found in Part 20, Off-Street Parking and Loading, the following requirements shall apply to all uses in the R-O District.

A. There shall be no parking permitted in the front yard.

B. The following setbacks apply to all parking lots in the R-O District:

(1) From the rear property line: 10 feet.

(2) From the side property line: five feet.

(3) From the rear of the main building: five feet.

C. Landscaping in conformance with § 27-2007 of this Chapter. Use of native plant materials and naturalistic design is encouraged...”

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 exceptions. The Applicant has proven an unnecessary hardship

unique or peculiar to the property and that the variance is 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;

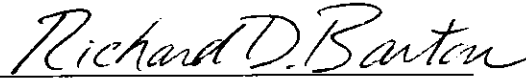
4. That the unnecessary hardship has not been created by the Appellant; and,

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 Friday of October, 2018, upon the Application of 1023 Fayette Street, LLC, seeking special exceptions from the terms of 27-703(6)(A) and 27-703(6)(A), and variances from the terms of Sections 27-2002, 27-1207(B) and 27-1207(C), seeking permission to expand the existing one-story building by adding a second floor, which will increase the square footage of the building from 960 square feet to 3,200 square feet, in addition to only providing 8 off-street parking spaces and limiting the size and landscaping of the required buffer strips is hereby GRANTED.

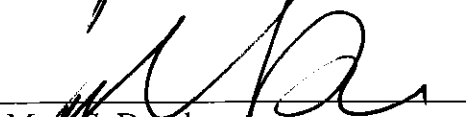
**CONSHOHOCKEN ZONING HEARING BOARD**



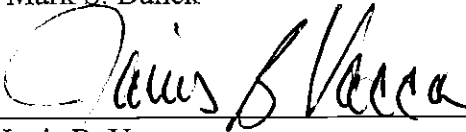
Richard D. Barton, Chairman



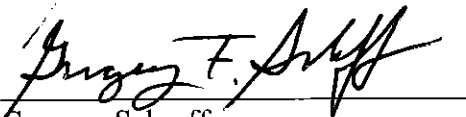
Russell Cardamone, Jr.



Mark S. Danek



Janis B. Vacca



Gregory Scharff



# Exhibit “B”

**BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN**

**IN RE: APPLICATION OF HOWLIN EQUITIES, LLC**

**REGARDING**

**1023 FAYETTE STREET**

**APPLICATION 2020-13**

**DECISION OF THE BOARD**

**I. HISTORY**

On or about October 14, 2020, Howlin Equities, LLC (hereinafter “Applicant”), filed the within Application seeking a variance from Section 27-2002 of the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the “Zoning Ordinance”), for the property located at 1023 Fayette Street, Conshohocken, Pennsylvania (hereinafter called “Subject Property”). The Applicant seeks relief to provide 8 parking spaces, where 18 are required, and where the predecessor-in-interest of the Subject Property was required to provided 16.

After notice was duly given and advertised, a hearing was held on said Application using a Go-To-Meeting platform, pursuant to state law, on November 16, 2020. At the hearing, the following Exhibits were introduced and admitted:

P-1 – Zoning notice

P-2 – Memorandum dated 10/30/20

P-3 – Zoning application

P-4 –Deed

P-5 – Artist’s depiction of property

P-6 – Grading improvements of property

P-7 – Proposed land development plan

P-8 – Erosion control plan

P-9 – Existing features/demolition plan

P-10 – Landscape plan

P-11 – Aerial photograph

**I. FINDINGS OF FACT**

1. The Subject Property is located at 1023 Fayette Street, Conshohocken, Pennsylvania in the Borough Residential Office Zoning District.

2. The Subject Property is owned by Howlin Equities, LLC.

3. The Applicant is represented by Andrew M. Slom, Esquire.

4. The Zoning Hearing Board of the Borough of Conshohocken met all of the requirements of the Zoning Ordinance and the Pennsylvania Municipalities Planning Code as to the requisite Legal Notice of the hearings.

5. The Applicant seeks a variance from the terms of Section 27-2002 of the Ordinance to permit only 8 parking spaces at the Subject Property.

6. Applicant, Josh Denenberg, was present and offered the following testimony:

a. In July of 2018, the predecessor-in-interest of the Subject Property obtained approval to expand the existing one-story building by adding a second floor.

b. The Subject Property will house a lighting company. This type of business, traditionally, does not have many customers visiting the store at one time.

c. Only two people will occupy the office at the Subject Property during any one time.

d. There are no truck deliveries of products to the Subject Property as products are received at a warehouse offsite.

7. No party status was granted.
8. During public comment, one resident spoke regarding the application and the

Applicant's use of parking at the Subject Property.

## **II. DISCUSSION**

Section 27-2002 of the Ordinance states:

Any building or structure erected, altered, or used, and any lot used or occupied for any of the following purposes shall be provided with the minimum number of parking spaces set forth below, together with adequate driveways and street access in compliance with the requirements of the Conshohocken Borough Subdivision and Land Development Ordinance [Chapter [22](#)]. When a use is not specifically listed below, the requirements of the most similar use shall apply.

<b>Use</b>	<b>Requirement</b>
Dwelling unit, multifamily dwelling (studio, efficiency or one-bedroom units)	1 1/2 spaces per dwelling unit.
Dwelling unit:	
Elderly/disabled housing	1 space per dwelling unit.
Independent living	1 space per dwelling unit.
Personal care home	1 space per every 2 private living units.
Dwelling unit, all other types	2 spaces per dwelling unit.
Places of assembly, such as church or auditorium	1 space per 4 seats.
Retail stores	1 space per 150 square feet of gross floor area.
Shopping centers	1 space per 200 square feet of gross leasable area.
Business or administrative offices	1 space per 250 square feet of gross floor area.
Laboratory or industry	The larger of 1 space per employee or per 450 square feet of gross floor area.
Services:	
1. Doctor, dentist, or similar type, including out-patient clinics	7 spaces per doctor, dentist, or similar practitioner.
2. Barber, beautician, tailor, or similar type	3 spaces per barber, beautician or similar practitioner.
3. Plus	1 space per 2 employees not included in subsection (1) or (2) above.
Tourist home, rooming house, bed-and-breakfast	2 spaces, plus 1 space per rental unit.
Self-service laundry	1 space per 3 washers, dryers and/or dry cleaning machines.
Place of indoor amusements (not sports or exercise)	1 space per 100 square feet of gross floor area.

The following uses require 1 space per employee and/or volunteer on the largest shift or during peak periods, plus the number of spaces listed below:

<b>Use</b>	<b>Requirement</b>
1. Library, museum or similar place	1 space per 800 square feet of floor area in public use.
2. Hotel, motel, or similar use	1 space per rental unit.
3. Motor vehicle repairs (body or mechanical)	3 spaces per service bay.
4. Vehicle sales	1 space per 500 square feet of indoor sales area, plus 1 space per 5,000 square feet of outdoor sales area.
5. Meeting, training, or classroom space as a primary use	1 space per 2 seats of total seating capacity.
<b>Restaurants:</b>	
1. Drive-in or fast-food	The larger of 1 1/2 spaces per table or booth, or 1 space per 50 square feet of gross floor area; minimum of 25 spaces.
2. All others	1 space per 50 square feet of gross floor area.
Indoor sports facility	1 1/2 spaces per person for maximum court and exercise equipment capacity.
Studio for dance, art, music or photography	1 space per 5 students, and/or 1 space per 300 square feet of gross floor area for nonstudent patrons.
Day-care center	1 space per 3 children at maximum capacity.
Bank, financial institution	6 spaces per teller window, plus 3 spaces per automatic teller machine.
Elementary or intermediate schools	1 3/4 spaces per classroom.
High schools	5 spaces per classroom.

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

The variance requested is dimensional in nature. When seeking a dimensional variance within a permitted use, the owner is asking only for a reasonable adjustment of the zoning regulations in order to utilize the property in a manner consistent with the applicable regulations.

*Hertzberg v. Zoning Bd. of Adjustment of City of Pittsburgh*, 554 Pa. 249, 257, 721 A.2d 43, 47 (1998). Thus, the grant of a dimensional variance is of lesser moment than the grant of a use variance, since the latter involves a proposal to use the property in a manner that is wholly outside the zoning regulation. *Id.*

### **III. CONCLUSIONS OF LAW**

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested variance. The Applicant has proven an unnecessary hardship unique or peculiar to the property and that the variance is 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 Applicant; 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 28<sup>th</sup> day of December, 2020, the Application of Howlin Equities, LLC seeking a variance from Section 27-2002 of the Conshohocken Borough Zoning Ordinance of 2001 is **GRANTED** to permit only 8 parking spaces at the Subject Property.

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

**CONSHOHOCKEN ZONING HEARING BOARD**

Date Personally Delivered:

\_\_\_\_\_  
Richard D. Barton

Or Date emailed:

\_\_\_\_\_  
Mark S. Danek

\_\_\_\_\_  
12/30/2020

\_\_\_\_\_  
Gregory Scharff

In accordance with :

1. Governor Wolf's March 6, 2020, proclamation of a disaster emergency under 35 Pa.C.S. §7301(c); and
2. Governor Wolf's Stay at Home Order of March 23, 2020; and

I, Alexander Glassman, the Solicitor of the Conshohocken Zoning Hearing Board, hereby certify that each member of said Board has read and approved this written opinion, which accurately reflects the actions and vote by said Board at its November 16, 2020 hearing in this matter. Said Board members have consented to their signatures to be affixed to this Decision as above.

*Alexander M. Glassman*

\_\_\_\_\_  
Alexander M. Glassman, Esquire



THE LAW OFFICES OF ANDREW M. SLOM, ESQ., LLC

ANDREW M. SLOM  
ATTORNEY AT LAW

Licensed in NJ and PA

1617 JFK BOULEVARD  
SUITE 1250  
PHILADELPHIA, PA 19103  
Phone (267) 328-4783  
Fax (267) 348-7222  
Andrew@slomlegal.com

January 20, 2022

*Via E-mail and Regular Mail*  
Eric Johnson, PE, Zoning Officer  
Borough of Conshohocken  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428

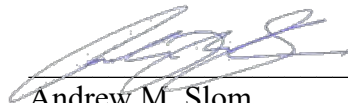
**RE: 1023 Fayette Street, Conshohocken, PA 19428 (the "Property")  
Application No. Z-2018-13 & Z-2020-13**

Dear Mr. Johnson:

Please be advised that I represent Howlin Equities, LLC, owner of the above-referenced property. This letter shall serve as our request for a one-year extension of the approvals obtained from the Zoning Hearing Board under applications no. Z-2018-13 and Z-2020-13 for the 1023 Fayette Street project. Applicant respectfully requests that this request for an extension be placed on the Zoning Hearing Board's agenda for March, 2022. Applicant waives the 60-day time period, as Counsel will not be available for the February, 2022 meeting.

Should you have any questions or require any additional information, please reach out to me and I will gladly supplement my request as needed.

Sincerely,



---

Andrew M. Slom  
Attorney for Howlin Equities

AMS

cc: Client (*via email*)

THE LAW OFFICES OF ANDREW M. SLOM, ESQ., LLC

ANDREW M. SLOM  
ATTORNEY AT LAW

Licensed in NJ and PA

1617 JFK BOULEVARD  
SUITE 1250  
PHILADELPHIA, PA 19103  
Phone (267) 328-4783  
Fax (267) 348-7222  
Andrew@slomlegal.com

November 24, 2021

*Via E-mail*

Eric Johnson, PE, Zoning Officer  
Borough of Conshohocken  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428

**RE: 1023 Fayette Street, Conshohocken, PA 19428  
Application No. Z-2018-13**

Dear Mr. Johnson:

Please be advised that I represent Howlin Equities, LLC (the "Applicant"), owner of the above-referenced property. This letter shall serve as our latest request for a one-year extension of the approvals obtained from the Zoning Hearing Board under application no. Z-2018-13 for the 1023 Fayette Street project.

The original application was filed by Applicant's predecessor-in-interest, 1023 Fayette Street, LLC (the "Prior Owner"), and was granted by the Zoning Hearing Board on October 2, 2018. Applicant subsequently acquired title to the Property from the Prior Owner on September 11, 2019.

On June 17, 2020, the Zoning Hearing Board granted Applicant's request to extend zoning approvals for eighteen (18) months, through December 31, 2021. Subsequently, on November 17, 2020, the Zoning Hearing Board granted Applicant's supplemental zoning application seeking a variance from Section 27-2002 of the Borough Code.

With the zoning approvals set to expire on December 31, 2021, Applicant now renews its request for an extension of the zoning approvals for twelve (12) months. Over the course of the last eighteen months, Applicant has encountered several Covid-19 related hurdles which have prevented the project from moving forward in a timely manner; however, we are hopeful that the project can be completed in the near future.

Should you have any questions or require any additional information, please reach out to me and I will gladly supplement my request as needed.

Sincerely,



---

Andrew M. Slom  
Attorney for Howlin Equities, LLC



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

Colleen Leonard, President  
Tina Sokolowski, Vice-President  
Robert Stokley, Member  
Anita Barton, Member  
James Griffin, Member  
Kathleen Kingsley, Member  
Karen Tutino, Member

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Yaniv Aronson, Mayor

---

Stephanie Cecco, Borough Manager

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Date: March 17, 2022  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, PE  
Re: 1023 Fayette Street – Zoning Determination

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### **History of the Site:**

1023 Fayette Street is a 4,476 square-foot lot located on the southwest corner of East 11<sup>th</sup> Avenue and Fayette Street, in the Residential Office Zoning District. The property is currently improved with an existing one-story, 960 square-foot building and parking lot. Originally, the building was occupied by a doctor's office, but over the years has been used for a number of different office uses.

In 2018, the Zoning Hearing Board heard application 2018-13 and granted the following relief in connection with the proposed expansion of the building to two (2) stories and re-configuring the parking lot:

- §27-703.E.6(a): A Special Exception for a change of non-conforming use
- §27-703(D): A Special Exception to physically expand a non-conforming use more than twenty-five percent (25%) of the gross square footage of the building
- §27-1207.B and C: A Variance to reduce the required buffering and landscaping on the site
- §27-2002: A variance to reduce the required number of off-street parking spaces

In June 2020, the Zoning Hearing Board granted an extension of zoning relief for application 2018-13 for an additional 18-months, until December 31, 2021.

In November 2020, the Zoning Hearing Board heard application 2020-13 in which the applicant sought confirmation of the previously granted variance to permit eight (8) off-street parking spaces for the proposed mixed use of the renovated building for office and retail.

### **Current Request:**

The property owner, Howlin Equities, is requesting an extension of zoning relief for an additional one (1) year. The extension request was received prior to the expiration of the prior extension.

**Zoning Determination:**

In seeking the extension of zoning relief, the owner has indicated they have encountered delays related to the COVID-19 pandemic, supply-chain material shortages, spike in material cost, and contractor availability issues which have delayed the start of work. An extension of the zoning relief originally granted in 2018 per Z-2018-13 and affirmed in 2020 per Z-2020-13 is required to allow the project to continue.



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

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

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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## **ZONING NOTICE MARCH 21, 2022, ZONING HEARING BOARD MEETING**

### **ZONING HEARING Z-2022-03**

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on March 21<sup>st</sup>, 2022, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Howlin Equities (C/O Josh Denenberg)

PREMISES INVOLVED: 1023 Fayette St., Conshohocken, PA 19428  
Residential Office District

OWNER OF RECORD: Howlin Equities (C/O Josh Denenberg)  
801 Waverly Rd., Bryn Mawr, PA 19010

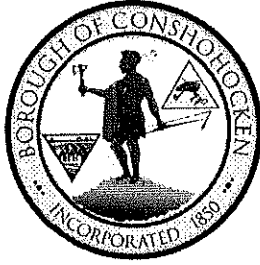
The petitioner is requesting a 1-year extension of zoning relief previously granted by the Zoning Hearing Board per decision 2018-13 and 2020-13 in connection with the proposed redevelopment of the property. Relief was granted from Section 27-703(6)(A), -703(6)(D), -1207(B), -1207(C), and -2002.

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

If you have questions regarding the above prior to the meeting, please contact the Borough at [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov).

Thank you,  
Zoning Hearing Board





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

## Zoning Application

Application: Z-2003004  
Date Submitted: 2/17/22  
Date Received: 3/1/22

1. Application is hereby made for:

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

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

27-703(B)(1) - Change from One Non-Conforming Use to Another Non-Conforming Use that is Equally Appropriate

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

911 Fayette Street

4. Applicant's Name: Diva Distributors LLC by Marne Nunez, Authorized Member

Address: 517 Fayette Street, Conshohocken

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

E-mail Address: msd@daneklawfirm.com

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

6. Property Owner: Lori Cerretti

Address: 911 Fayette Street, Conshohocken

Phone Number: 215-530-3375 (thru Broker Rigo Nunez - 215-530-3375)

E-mail Address: nunezrealtygroup@yahoo.com

7. Lot Dimensions: 37.5' x 140' Zoning District: RO

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

Yes  No  If yes, please describe.

May 31, 2001 - Use variance approval for a doctor's office with second floor apartment and office space, no off-street parking.

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

Current owner utilized the property as a doctor's office. Doctors are moving out of the Borough and are no longer using the property as a professional office

10. Please describe the proposed use of the property.

Salon Fab Hair (6th and Fayette) wishes to relocate within the Boro to expand its Hair Salon business. The salon will have 10 chairs in which 5 will be used for cutting and 5 for color. Each Stylist uses 2 chairs. We have 5 stylists and 1 assistant. Not all stylists work every day. The salon hours are closed Monday and Sundays; and open Tuesday & Wednesday 10am-8pm, Fridays 10am-6pm and Saturday 8am-3pm. Tuesdays and Wednesdays 4 employers work, Friday 5 and Saturday 4. Services are shampooing, hair cutting, hair coloring, make-up and facial waxing. The Applicant expects approximately 3-5 customers in the salon per hour, but actual customers

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

Applicant proposes no structural modifications to the building and no expansion to the existing footprint of the building. Applicant will make modifications to the interior to change from a doctor's office use to the salon.



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

The existing doctor's use was approved as a use variance under an old zoning district designation. The hair salon proposed by Applicant reduces each of these requirements and is in-line with Findings of Fact 5-6 in the Board's prior approval. Thus, Applicant believes that the relief it is seeking fits squarely within the requirements of Code Sec. 27-703(B)(1)

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

a. The unique characteristics of the property: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

a. Attorney's Name: Mark S. Danek, Esq.

b. Address: 1255 Drummers Lane, Suite 105, Wayne, PA 19087

c. Phone Number: 484-344-5429

d. E-mail Address: msd@daneklawfirm.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.

*Yale Lederhandler*  
Applicant

\_\_\_\_\_  
Legal Owner

2-7-2022  
Date

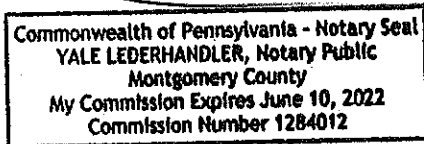
COMMONWEALTH OF PENNSYLVANIA

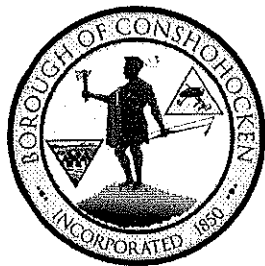
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 7<sup>th</sup> day of  
FEBRUARY, 2022

*[Signature]*  
Notary Public

(Seal)





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

## Decision

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(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: \_\_\_\_\_

**AGREEMENT 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	
<b>BUYER(S):</b> <u>Diva Distributors LLC and nominee</u> _____ _____ _____	<b>SELLER(S):</b> <u>Lori Cerretti</u> _____ _____ _____

PROPERTY	
<b>PROPERTY ADDRESS</b> <u>911 Fayette street Conshohocken PA</u> _____	
_____ <b>ZIP</b> <u>19428</u>	
in the municipality of <u>Conshohocken Boro</u> County of <u>Montgomery</u> , in the Commonwealth of Pennsylvania.	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____	
Tax ID #(s): <u>05-00-03328-006</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> <b>No Business Relationship (Buyer is not represented by a broker)</b>	
<b>Broker (Company)</b> <u>Keller Williams Realty</u> <b>Company Address</b> <u>584 Middletown Blvd Suite A-50</u> <u>Langhorne PA 19047</u> <b>Company Phone</b> <u>215-757-6100</u> <b>Company Fax</b> <u>215-702-0200</u> <b>Broker is (check only one):</b> <input checked="" type="checkbox"/> <b>Buyer Agent (Broker represents Buyer only)</b> <input type="checkbox"/> <b>Dual Agent (See Dual and/or Designated Agent box below)</b>  <input type="checkbox"/> <b>Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)</b>	<b>Licensee(s) (Name)</b> <u>Rigo and Sherry Nunez</u> <b>Direct Phone(s)</b> _____ <b>Cell Phone(s)</b> <u>215-530-3375 / 267-784-2535</u> <b>Fax</b> _____ <b>Email</b> <u>NunezRealtyGroup@yahoo.com</u> <b>Licensee(s) is (check only one):</b> <input type="checkbox"/> <b>Buyer Agent (all company licensees represent Buyer)</b> <input checked="" type="checkbox"/> <b>Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)</b> <input type="checkbox"/> <b>Dual Agent (See Dual and/or Designated Agent box below)</b>

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> <b>No Business Relationship (Seller is not represented by a broker)</b>	
<b>Broker (Company)</b> <u>COLDWELL BANKER REALTY</u> <b>Company Address</b> <u>1207 Fayette St, Conshohocken, PA 19428</u> <b>Company Phone</b> <u>(610) 828-9558</u> <b>Company Fax</b> <u>(610) 828-8953</u> <b>Broker is (check only one):</b> <input checked="" type="checkbox"/> <b>Seller Agent (Broker represents Seller only)</b> <input type="checkbox"/> <b>Dual Agent (See Dual and/or Designated Agent box below)</b>  <input type="checkbox"/> <b>Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)</b>	<b>Licensee(s) (Name)</b> <u>John Mancini</u> <b>Direct Phone(s)</b> <u>(610) 828-9558</u> <b>Cell Phone(s)</b> <u>(610) 348-4101</u> <b>Fax</b> <u>(610) 828-8953</u> <b>Email</b> <u>jmancini@cbpref.com</u> <b>Licensee(s) is (check only one):</b> <input type="checkbox"/> <b>Seller Agent (all company licensees represent Seller)</b> <input checked="" type="checkbox"/> <b>Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)</b> <input type="checkbox"/> <b>Dual Agent (See Dual and/or Designated Agent box below)</b>

**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: DD

Seller Initials: LC



1. By this Agreement, dated 01/31/2022, 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 \$REDACTED  
REDACTED

U.S. Dollars), to be paid as follows:

- 1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ REDACTED
- 2. Additional Deposit within 15 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: \_\_\_\_\_) 10 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 on or before 4/25/22, 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.
- 3. 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: 02/04/2022

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

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

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

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

5. FIXTURES AND PERSONAL PROPERTY (6-20)

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

Buyer Initials:

Seller Initials:

HC

(B) 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: \_\_\_\_\_

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

(D) EXCLUDED fixtures and items: The "hand" holding the sign out front \_\_\_\_\_

6. ZONING (4-14)

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.

Zoning Classification, as set forth in the local zoning ordinance: RO \_\_\_\_\_

7. FINANCING CONTINGENCY (4-14)

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

ELECTED.

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

First Loan on the Property	Second Loan on the Property
Loan Amount REDACTED	Loan Amount \$ _____
Minimum Term 25 _____ years	Minimum Term _____ years
Type of Loan SBA 7A loan	Type of Loan _____
Interest rate 5.5 _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of 6.5 _____%.	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 _____%.

(B) Financing Commitment Date 03/21/2022

(C) Within 15 \_\_\_\_\_ 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.

(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.

(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.

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

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

9. SELLER REPRESENTATIONS (1-20)

(A) Status of Water

Seller represents that the Property is served by:

Public Water  Community Water  On-site Water  None  \_\_\_\_\_

(B) Status of Sewer

1. Seller represents that the Property is served by:

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

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

Buyer Initials:

Seller Initials:

JLC

local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

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

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

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

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

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

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

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

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

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

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

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

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

Buyer Initials:

Seller Initials:



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

- WAIVED.** This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property **IN ITS PRESENT CONDITION**, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this Agreement.
- ELECTED.** This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condition and permitted use of the property is satisfactory. Buyer may, have up to March 22, 2022 from the Execution Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accordance with the terms and conditions as more fully set forth in this Agreement.
- (A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property **IN ITS PRESENT CONDITION unless the parties agree otherwise in writing.** Buyer's decision to purchase the Property is a result of Buyer's own inspections and determinations and not because of or in reliance on any representations made by Seller or any other party. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (B) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance and possible premium increases.

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

- (A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.
- (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within \_\_\_\_\_ days (10 if not specified) of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
  1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
  2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 30 days (10 if not specified) that Buyer will:
    - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement, OR
    - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 12(B)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.
- (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 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
- (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within 30 days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. **Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.**

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

- (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any

Buyer Initials:

MM

Seller Initials:

SC

additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

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

#### 14. COMMERCIAL CONDOMINIUM (10-01)

NOT APPLICABLE.

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

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

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within \_\_\_\_\_ days (5 if not specified) notify Buyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer.
- (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 specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).
- (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

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

#### (G) COAL NOTICE (Where Applicable)

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

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

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

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

2. Notice Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, *et seq.*), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must

Buyer Initials:

ASC Page 6 of 9

Seller Initials:

disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

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

- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (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, or damaged as a result of any cause whatsoever.
- (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 replaced, Buyer will:
  - 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
  - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

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

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

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

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

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

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

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

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

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

- Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.
- Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:
  - An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
  - A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
  - Other:

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

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

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

- (A) Buyer and Seller represent that the only Brokers involved in this transaction are: Keller Williams Realty  
Coldwell Banker Realty  
and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.
- (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).

Buyer Initials:

Seller Initials:

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

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
  - 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
  - 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
  - 3. According to the terms of a final order of court.
  - 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 5 \_\_\_\_\_ days (180 if not specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
  - 1. Fail to make any additional payments as specified in Paragraph 2, OR
  - 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
  - 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
  - 1. On account of purchase price, OR
  - 2. As monies to be applied to Seller's damages, OR
  - 3. As liquidated damages for such default.
- (G)  **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

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

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

**26. RELEASE (9-05)**

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

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

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

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

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

Buyer Initials:

Seller Initials:

parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

**29. NOTICE BEFORE SIGNING (4-14)**

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

**30. SPECIAL CLAUSES (4-14)**

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

- Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
- Buyer reserves the right to cancel this agreement at any time during the due diligence period with all deposits returned to buyer
- Within 5 days of Execution, Buyer will submit zoning application to Boro. Buyer to provide Seller copy of application.
- If upon zoning approval, an appeal is made within 30 days following, Buyer has right to terminate and deposit monies will be returned to Buyer

(B) Additional Terms: \_\_\_\_\_

- Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
- Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
- Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**BUYER** *Morano/Morano* \_\_\_\_\_ **DATE** \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE** *Morano/Morano* \_\_\_\_\_ Section 1711 of the REAL ESTATE PROFESSIONAL ETHICS ACT  
 Title \_\_\_\_\_  
**COMPANY** Divva Distributors LLC

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

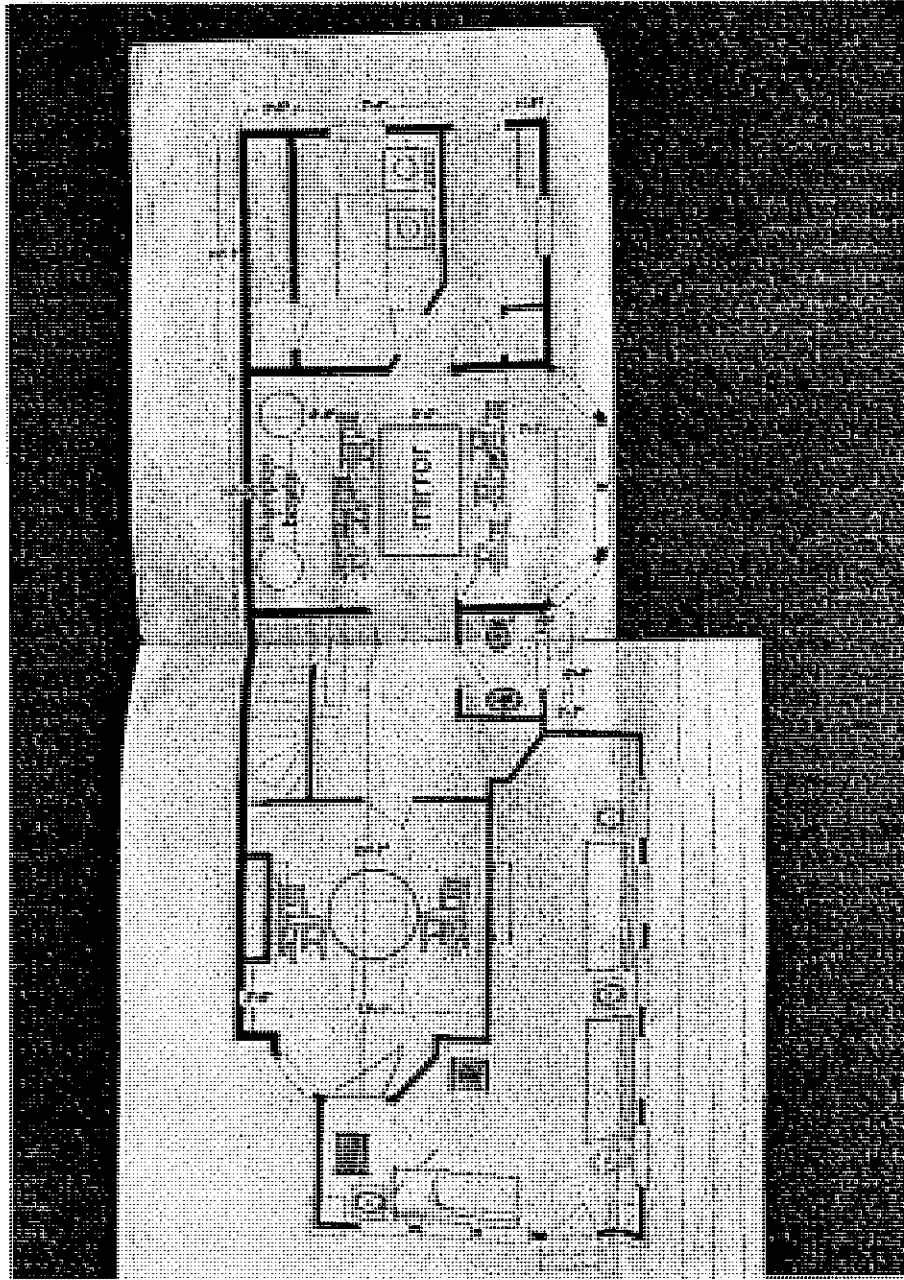
**VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable):** The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property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

**SELLER** *Don Cerretti* \_\_\_\_\_ **DATE** 2/3/22  
 Mailing Address \_\_\_\_\_  
 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE** \_\_\_\_\_  
 Title \_\_\_\_\_  
**COMPANY** \_\_\_\_\_



1. By this Agreement, dated 01/31/2022, 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 \$REDACTED

REDACTED

U.S. Dollars), to be paid as follows:

1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date, if not included with this Agreement:

\$ REDACTED

2. Additional Deposit within 15 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: \_\_\_\_\_)

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 on or before 4/25/22, 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: 02/04/2022

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

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

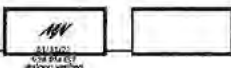
(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

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

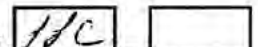
5. FIXTURES AND PERSONAL PROPERTY (6-20)

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

Buyer Initials:



Seller Initials:



(B) 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: \_\_\_\_\_

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

(D) EXCLUDED fixtures and items: The "hand" holding the sign out front

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

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.

Zoning Classification, as set forth in the local zoning ordinance: RO

**7. FINANCING CONTINGENCY (4-14)**

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

ELECTED.

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

First Loan on the Property	Second Loan on the Property
Loan Amount <u>REDACTED</u>	Loan Amount \$ _____
Minimum Term <u>25</u> years	Minimum Term _____ years
Type of Loan <u>SBA 7A loan</u>	Type of Loan _____
Interest rate <u>5.5</u> %; however, <b>Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of <u>6.5</u> %.</b>	Interest rate _____ %; however, <b>Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.</b>

(B) **Financing Commitment Date** 03/21/2022

(C) Within 15 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.**

(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.**

(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.

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

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

**9. SELLER REPRESENTATIONS (1-20)**

(A) **Status of Water**

Seller represents that the Property is served by:

Public Water  Community Water  On-site Water  None  \_\_\_\_\_

(B) **Status of Sewer**

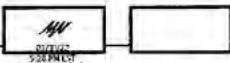
1. Seller represents that the Property is served by:

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

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

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

Buyer Initials:



Seller Initials:





local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

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

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

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

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

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

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

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

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

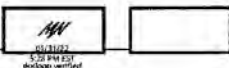
(I) **Internet of Things (IoT) Devices**

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

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

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

Buyer Initials:



Seller Initials:



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

- WAIVED.** This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property **IN ITS PRESENT CONDITION**, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this Agreement.
- ELECTED.** This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condition and permitted use of the property is satisfactory. Buyer may, have up to March 22, 2022 from the Execution Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accordance with the terms and conditions as more fully set forth in this Agreement.
- (A) **Buyer has been given the opportunity to inspect the Property** (including fixtures and any personal property specifically listed herein) **and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CONDITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.** Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (B) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance and possible premium increases.

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

- (A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.
- (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within \_\_\_\_\_ days (10 if not specified) of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
  1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
  2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 30 days (10 if not specified) that Buyer will:
    - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement, OR
    - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

**If Buyer fails to respond within the time stated in Paragraph 12(B)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.**
- (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 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
- (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within 30 days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. **Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.**

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

- (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any

Buyer Initials:

Seller Initials:

additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

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

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

NOT APPLICABLE.

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

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

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

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

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

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

(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 specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).

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

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

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

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

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

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

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

2. **Notice Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, *et seq.*), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must

Buyer Initials:

Seller Initials:

disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

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

- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (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, or damaged as a result of any cause whatsoever.
- (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 replaced, Buyer will:
  - 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
  - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

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

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

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

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

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

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

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

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

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

- Seller **IS** a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.
- Seller is **NOT** a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:
  - An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
  - A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
  - Other:

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

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

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

- (A) Buyer and Seller represent that the only Brokers involved in this transaction are: Keller Williams Realty  
Coldwell Banker Realty  
and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.
- (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).

Buyer Initials:  

Seller Initials:  

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

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
  - 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
  - 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
  - 3. According to the terms of a final order of court.
  - 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 5 \_\_\_\_\_ days (180 if not specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
  - 1. Fail to make any additional payments as specified in Paragraph 2, OR
  - 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
  - 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) **Unless otherwise checked in Paragraph 24(G),** Seller may elect to retain those sums paid by Buyer, including deposit monies:
  - 1. On account of purchase price, OR
  - 2. As monies to be applied to Seller's damages, OR
  - 3. As liquidated damages for such default.
- (G)  **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

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

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

**26. RELEASE (9-05)**


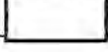
Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal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

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

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

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

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

Buyer Initials:  

Seller Initials:  

parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

**29. NOTICE BEFORE SIGNING (4-14)**


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


**30. SPECIAL CLAUSES (4-14)**


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

- Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
- Buyer reserves the right to cancel this agreement at any time during the due diligence period with all deposits returned to buyer
- With in 5 days of Execution, Buyer will submit zoning application to Boro. Buyer to provide Seller copy of application.
- If upon zoning approval, an appeal is made within 30 days following, Buyer has right to terminate and deposit monies will be returned to Buyer

(B) Additional Terms: \_\_\_\_\_

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

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

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

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**BUYER** *Morne/Mace* \_\_\_\_\_ **DATE** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE** *Morne/Mace* \_\_\_\_\_ **DATE** \_\_\_\_\_  
Title \_\_\_\_\_

**COMPANY** *Diva Distributors LLC*

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

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

**SELLER** *Don Cerretti* \_\_\_\_\_ **DATE** *2/3/22* \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Title \_\_\_\_\_

**COMPANY** \_\_\_\_\_

**BEFORE THE ZONING HEARING BOARD OF THE BOROUGH OF CONSHOHOCKEN**

**IN RE: APPLICATION OF LORI CERRETTI**

**DECISION**

**I. HISTORY OF CASE:**

By application dated March 13, 2001, the Applicant is seeking relief from the Zoning Hearing Board, (hereinafter referred to as "Board"), in the nature of variances from the terms of the Conshohocken Borough Zoning Ordinance to permit the conversion of a two (2) unit residential dwelling to a professional office and one (1) dwelling unit and to install a sign in excess of two (2) square feet.

Specifically, the Conshohocken Borough Zoning Ordinance provides the uses that are permitted in an R-1 Low Density Residence District and the two (2) unit residential dwelling does not permit the conversion of one (1) of the units to a professional use in Section 32. In addition, Section 152-B requires that signs in a Residential District shall not exceed two (2) square feet.

A public hearing was held before the Board on the evening of Tuesday, May 8, 2001, at 7:00 o'clock P.M., at the Borough Hall in Conshohocken, Pennsylvania. Due notice was given for the public hearing.

Thereafter, a second hearing was held on Tuesday, May 29, 2001, at 5:45 o'clock P.M.

to render a Decision. Due notice was given for the public hearing.

After the conclusion of the hearings, the **Board** concludes as follows:

## **II. EXHIBITS:**

1. A-1 - Zoning Notice and Application
2. A-2 - Written handout showing uses in the 800, 900, and 1000 blocks of Fayette Street
3. A-3 - Photo Board showing buildings with professional use with most of them having apartments - 20 pictures, the majority being professional offices, other commercial uses, and a funeral home
4. A-4 - Three pictures of the duplex at 911 Fayette Street

## **III. FINDINGS OF FACT:**

1. The Applicant is **Lori Cerretti**, of 1405 Plymouth Boulevard, Norristown, Pennsylvania.
2. The premises involved is located at **911 Fayette Street, Conshohocken, Pennsylvania**. The property is located in an **R-1 Low Density Residence District** and the property is owned by the Applicant, **Lori Cerretti**.
3. The Applicant testified that she is a chiropractor and presently has an office located at 1020 Fayette Street.
4. The Applicant testified that she purchased the property at 911 Fayette Street which is one-half of a duplex. There are presently two (2) residential units located in the property.



5. The Applicant stated that she planned to use the first floor and one-half of the second floor for her office, with the balance of the second floor and third floor being the apartment. She said that the first floor would be used for treatment, with the second floor containing her professional office and a bathroom. She said that she treats patients for one-half (1/2) hour or one (1) hour, with office hours being from 9:00 A.M. to 1:00 P.M. and from 3:30 P.M. to 7:30 P.M., five (5) days a week.

6. The Applicant said that she would employ three (3) other massage therapists and a parttime receptionist. She will not have more than two (2) massage therapists working at one time and she could have as many as three (3) patients at a time with her seeing one patient and the massage therapists seeing two.

7. Dr. Cerretti testified that she believes the use fits perfectly in the neighborhood which is made up of a number of professional uses as well as other commercial uses and a funeral home. There is no on-site parking and the Applicant did not have on-site parking at her office located at 1020 Fayette Street. She said that she does not believe that parking is a problem because she has not had any complaints with parking being one (1) block away.

8. Dr. Cerretti testified that her patients come by appointment only. She will not have a waiting room full of people. She would agree not to have any patients after 7:30 P.M.,

9. Gerald McTamney expressed concern that there was no off-street parking. He testified that most places shown in the pictures having parking on site. He was told that if you put parking on site, this would require a curb cut and would take away from the street parking.

10. Maira Consevitch stated that she had no objection. She said parking is a problem.

out the property has a thirty-seven (37) foot frontage on Fayette Street and the on-site parking and curb cut would take away from parking on Fayette Street.

11. John Mancini, a real estate agent, of 1207 Fayette Street, testified that from Ninth and Fayette Street to Tenth and Fayette Street all of the properties have non-residential uses. He stated that it is his belief that the failure not to have on-site parking would not have an adverse affect on the community. He said that there is usually parking available.

12. Marc Klincewicz testified that she has lived at 906 Fayette Street for forty (40) years. She believes that professional office users are the best use available for the existing properties. She said that there is always parking on her side of Fayette Street except around 12:00 Noon.

13. Dr. William Tsoubanos testified that he is a chiropractor and sold the building to the Applicant. He said that she has been in town and won't impact her practice on other chiropractors such as Dr. Tsoubanos. He said that while he was in the building, he never had a problem with tenant parking.

14. The Applicant stated that she is requesting a three foot by three foot sign. In discussions, she agreed that she would accept a two foot by three foot sign which would be similar to those already in the area.

15. Gerald McTamney testified against the application stating that parking is a major problem in the Borough and that the new Zoning Ordinance would require off-street parking.

16. The Board finds that the matter has been properly advertised.

#### IV. DISCUSSION:

The Applicant seeks to convert her one-half of a duplex from two (2) residential units to a professional office and an apartment. The Zoning Ordinance does not permit professional offices in an R-1 District. The Applicant produced pictures, lists of other properties, and testimony showing that the area where the property is located, is predominantly professional offices and non-residential uses. To deny the use would constitute a hardship to the Applicant in that many of the other properties do not have on-site parking and there is no requirement in the Ordinance that there be on-site parking. The proposed use, seeing that the Applicant has run an office in the next block, would not in any way be adverse to the public safety and welfare. Secondly, the Applicant seeks a variance to have a two (2) foot by three (3) foot sign rather than a two (2) foot by two (2) foot sign that is permitted under the Ordinance. With testimony that other signs in the area are two (2) feet by three (3) feet, denial of the requested variance would constitute a hardship since the Applicant's sign would be less visible than other signs in the area.

V. CONCLUSIONS OF LAW:

1. The matter was properly presented before the Zoning Hearing Board.
2. The matter was properly advertised and the hearing appropriately convened in accordance with the provisions of the Municipalities Planning Code and the Zoning Ordinance of the Borough of Conshohocken.
3. The proposed relief in the form of granting a variance to permit the use of one-half

of the duplex owned by the Applicant for a professional office and a single apartment is granted on the condition that the office use be for professional offices only.

4. The proposed relief in the form of the granting of a sign variance to dimensions of two (2) feet by three (3) feet is granted.

CONSHOHOCKEN ZONING HEARING BOARD

By: *Vivian Angelucci*  
VIVIAN ANGELUCCI, CHAIRMAN

By: *Gregory E. Scharf*  
GREGORY E. SCHARF

DATED: MAY 31, 2001



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

Colleen Leonard, President  
Tina Sokolowski, Vice-President  
Robert Stokley, Member  
Anita Barton, Member  
James Griffin, Member  
Kathleen Kingsley, Member  
Karen Tutino, Member

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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Date: March 14, 2022  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, PE  
Re: 911 Fayette Street – Zoning Determination

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### **History of the Site:**

911 Fayette Street is an existing non-conforming, mixed-use property. The ground floor and a portion of the second floor is currently occupied by a doctor's office and the remainder of the second floor and third floor is occupied by a residential apartment. The property fronts on Fayette Street and does not have access to an alley; and therefore does not have any off-street parking. The property is located in the R-O – Residential Office zoning district.

In 2001, the property was granted a variance from the previous zoning code to permit the use of the property in the current configuration, including acknowledgement that the property does not provide off-street parking. A copy of the 2001 zoning decision has been included in the application.

### **Current Request:**

The doctor's office has recently vacated the property and the applicant, Diva Distributors LLC, proposes to relocate their business, Salon Fab Hair, from its current location into the first floor of the property. The residential use on the upper floors of the building will remain unchanged. The applicant proposes an interior renovation for the salon use with no exterior building modifications. The applicant has indicated an expectation of 3 to 5 customers per hour.

### **Zoning Determination:**

Per 27-703.B(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. The existing property is a nonconforming mixed-use property in the R-O zoning district. The proposed change of use on the ground floor from a doctor's office to a salon constitutes a change of a nonconforming use, requiring a special exception granted by the Zoning Hearing Board.



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

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

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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## **ZONING NOTICE MARCH 21, 2022, ZONING HEARING BOARD MEETING**

### **ZONING HEARING Z-2022-04**

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on March 21<sup>st</sup>, 2022, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Diva Distributors, LLC. By Marne Nunez

PREMISES INVOLVED: 911 Fayette St., Conshohocken, PA 19428  
Residential Office

OWNER OF RECORD: Lori Cerretti  
911 Fayette St., Conshohocken, PA 19428

The petitioner is requesting a special exception in accordance with Section 27-703.B(1) of the Conshohocken Zoning Ordinance for the conversion of an existing non-conforming use from a medical office to a salon.

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

If you have questions regarding the above prior to the meeting, please contact the Borough at [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov).

Thank you,  
Zoning Hearing Board





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

## Zoning Application

Application: \_\_\_\_\_  
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:

Sections 27-2109.2, 27-2109.5, 27-2109.7, and 27-2104.2.F

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

101 Washington Street; Parcel I.D. Nos. 050000048001, 05000003604, 050000052006, 0500000400009

4. Applicant's Name: High Street Conshohocken I, LLC

Address: 300 Conshohocken State Road, Suite 250, West Conshohocken, PA 19428

Phone Number (daytime): 484-530-4706

E-mail Address: bhenry2@trammellcrow.com; csencindiver@trammellcrow.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: 820.6' W x 228.8' D; 6.007 AC Zoning District: SP-3



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

Yes  No  If yes, please describe.

On or about March 15, 2019, this Board granted the Applicant variances from Sections 27-1608.6 (to allow building profile to exceed 300 lineal feet horizontally); 27-1714.1 (to permit development in the 100-year floodplain); 27-1511.8.D (to permit more than 30 consecutive parking spaces); 27-1609.1.B (to permit sidewalks in the 10-foot buffer area); and 27-1511.6.B.(1) (to permit a parking area within the 15-foot yard setback area) in connection with the construction of a five-story residential building, inclusive of a one-story parking garage.

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

A multi-family residential building is currently under construction on the Property. The completed building will be five stories, which will include four stories of residential units and a one-story parking garage.

10. Please describe the proposed use of the property.

The proposed use is for multi-family residences. Applicant is seeking variance relief to erect appropriate and necessary signage on the Property.

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

Please see enclosed Signage Plan and Exterior Elevations Plan. The Applicant is specifically seeking relief from:

- Section 27-2109.5 to permit three freestanding signs or wall signs, where only one is permitted;
- Section 27-2109.2 to permit incidental signage on the front entrance door of the Property to contain advertising information; and
- Section 27-2104.2.F to permit an address sign to exceed two square feet

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

The Property is larger in size than many lots in the Borough, measuring more than 6 acres. The Property is being developed with a 280-unit apartment building. The large size of the Property causes the need for additional signage to appropriately identify the Property and fit the scale of the development. Applicant respectfully represents that a 2 square foot address sign would not be adequate to identify a 280-unit apartment building located on a 6 acre tract of land, nor would only one freestanding sign or wall sign be appropriate.

Another justification for the requested variances is the fact that the Property is removed from the Borough's major streets in an area that is set at a lower elevation than the main road leading to and from Borough, Fayette Street. As a result, motorists and pedestrians on Fayette Street are above the Property when using the street. Without this requested signage relief, it is likely that those pedestrians and motorists would not be able to identify the Property's address or its primary use.

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

a. The unique characteristics of the property: The Property is uniquely large, at over 6 acres and is located on a street that experiences a low amount of vehicle traffic

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

The signage restrictions in the Zoning Ordinance unreasonably limit the ability to identify the Property and the future apartment building being developed on the site. The Borough's Ordinance permits only one freestanding or wall sign and an address sign that does not exceed 2 square feet. These restrictions will not provide the Applicant the ability to adequately identify the 6-acre Property to passing pedestrians and motorists.

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

The Property borders the SEPTA Conshohocken Regional Rail station and is located in a largely commercial and industrial area. The requested signage relief will have little to no effect on the surrounding neighborhood. The proposed relief will allow pedestrians on the Fayette Street and SEPTA rail riders to identify the Property.

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

The majority of the Applicant's proposed signage complies with the Borough's Zoning Ordinance. The requested relief is the minimum necessary to allow pedestrians, rail riders, and motorists to identify the Property.

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

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

N/A

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

N/A

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

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

N/A

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

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.

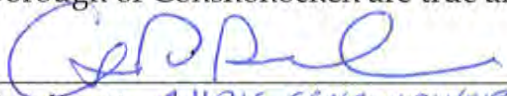
a. Attorney's Name: Lou Colagreco, Esquire

b. Address: Riley Riper Hollin & Colagreco, 717 Constitution Blvd, Ste 201, Exton, 19341

c. Phone Number: 610-458-4400

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

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

  
Applicant CHRIS SENCINDIVER

High STREET CONSHOHOCKEN I, LLC  
Legal Owner

2-17-2022  
Date

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 17<sup>th</sup> day of February, 2022.

  
Notary Public

(Seal) 

Commonwealth of Pennsylvania - Notary Seal Lori Latosh, Notary Public Montgomery County My commission expires November 12, 2023 Commission number 1294573 Member, Pennsylvania Association of Notaries
---



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

## Decision

---

(For Borough Use Only)

Application Granted

Application Denied

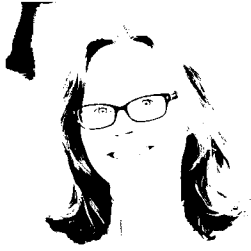
MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

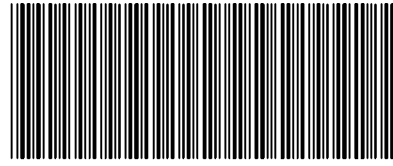
DATE OF ORDER: \_\_\_\_\_



RECORDER OF DEEDS  
MONTGOMERY COUNTY  
*Jeanne Sorg*

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

**DEED BK 6195 PG 00440 to 00448.2**  
INSTRUMENT # : 2020080763  
RECORDED DATE: 10/01/2020 09:17:08 AM



5827920-0027Z

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 11

**Document Type:** Deed  
**Document Date:** 08/12/2020  
**Reference Info:**

**Transaction #:** 6148597 - 5 Doc(s)  
**Document Page Count:** 8  
**Operator Id:** dkrasley

**RETURN TO: (Simplifile)**  
First American Title Insurance Company - NCS  
Philadelphia  
Two Liberty Place, Suite 2600 50 S. 16th Street  
Philadelphia, PA 19102  
(215) 606-3627

**PAID BY:**  
FIRST AMERICAN TITLE INSURANCE COMPANY - NCS  
PHILADELPHIA

**\* PROPERTY DATA:**  
Parcel ID #: 05-00-00036-00-4  
Address: 101 WASHINGTON ST  
BLDG 1  
PA  
Municipality: Conshohocken Borough  
(100%)  
School District: Colonial

**\* ASSOCIATED DOCUMENT(S):**

**CONSIDERATION/SECURED AMT:** \$1.00  
**TAXABLE AMOUNT:** \$11,000,000.00

DEED BK 6195 PG 00440 to 00448.2  
Recorded Date: 10/01/2020 09:17:08 AM

**FEES / TAXES:**

Recording Fee:Deed	\$86.75
Affidavit Fee	\$1.50
Additional Pages Fee	\$8.00
Affordable Housing Pages	\$8.00
State RTT	\$110,000.00
Conshohocken Borough RTT	\$55,000.00
Colonial School District RTT	\$55,000.00
<b>Total:</b>	<b>\$220,104.25</b>

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



**Jeanne Sorg**  
Recorder of Deeds

Rev1 2016-01-29

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

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

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

When Recorded Return To:  
 First American Title Insurance Company  
 National Commercial Services  
 2 Liberty Place, 50 S. 16th St., Suite 2600  
 Philadelphia, PA 19102  
 File No. NCS - \_\_\_\_\_

S

Prepared by and Return to:

Kelley M. Johnson, Esquire  
 Faegre Drinker Biddle & Reath LLP  
 One Logan Square, Suite 2000  
 Philadelphia, PA 19103-6996  
 (215) 988-2700

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
 05-00-00036-00-4 CONSHOHOCKEN BOROUGH  
 101 WASHINGTON ST BLDG 1  
 NEVE SARAH R 2015 RIVERFRONT PROPERTY TRUS\$15.00  
 B 013 L \*PART OF\* U 049 3320 09/28/2020 LG

NCS-940191  
 Tax Parcel:  
 05-00-00036-00-4 (Part of)

SPECIAL WARRANTY DEED

THIS INDENTURE is made the 12th day of August, 2020 and effective as of August 28, 2020,

BETWEEN MICHAEL V. SENCINDIVER, INDEPENDENT TRUSTEE OF THE SARA R. NEVE 2015 RIVERFRONT PROPERTY TRUST (hereinafter called the Grantor), and HIGH STREET CONSHOHOCKEN I, LLC, a Delaware limited liability company (hereinafter called the Grantee),

WITNESSETH, That the Said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN lot or piece of ground located in the County of Montgomery, Commonwealth of Pennsylvania, more particularly described on Exhibit A attached hereto and made a part hereof.

UNDER AND SUBJECT to all exceptions to title specifically identified on Exhibit B attached hereto and incorporated herein, to the extent still valid, subsisting and enforceable.

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

UNDER AND SUBJECT, nevertheless, as aforesaid.

AND THE SAID GRANTOR, for itself, its successors and assigns, does covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that it, the said Grantor, and its successors and assigns, do, 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 it, the said Grantor, and its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, him, her, them or any of them, shall and will, **SPECIALY WARRANT AND FOREVER DEFEND**, subject as aforesaid.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed. Dated the day and year first above written.

MICHAEL V. SENCINDIVER,  
INDEPENDENT TRUSTEE OF THE SARA  
R. NEVE 2015 RIVERFRONT PROPERTY  
TRUST

By: [Signature]  
Michael V. Sencindiver,  
Independent Trustee

STATE OF Pennsylvania :

COUNTY OF Montgomery :

SS.

On this, the 12 day of August, 2020 before me, the undersigned officer, personally appeared Michael V. Sencindiver, who acknowledged himself to be the Independent Trustee of The Sara R. Neve 2015 Riverfront Property Trust, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Trust by himself as such Independent Trustee, and desired that the same might be recorded as such.

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

[Signature]  
Notary Public


[Notarial Seal]

Commonwealth of Pennsylvania - Notary Seal  
Lori Latosh, Notary Public  
Montgomery County  
My commission expires November 12, 2023  
Commission number 1294573  
Member, Pennsylvania Association of Notaries

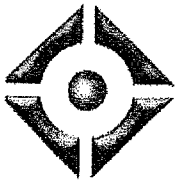
My Commission Expires: 11-12-2023

**The address of the above-named Grantee:**

300 Conshohocken State Road, Suite 250  
West Conshohocken, PA 19428

/s/ 

On behalf of the Grantee



**CONTROL POINT  
ASSOCIATES, INC.**  
traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 210  
Chalfont, PA 18914  
Tel: 215.712.9800  
cpasurvey.com

December 11, 2019  
Revised July 29, 2020  
02-140179-00

*EXHIBIT A*

METES AND BOUNDS DESCRIPTION  
PROPOSED LOT 1

~~PART OF BLOCK 11, UNIT 5, APN #05-00-00040-00-9~~  
& ~~BLOCK 13, UNIT 49, APN #05-00-00036-00-4~~ (PART)  
~~BLOCK 12, UNIT 17, APN #05-00-00052-00-6;~~  
~~BLOCK 12, UNIT 18, APN #05-00-00048-00-1~~

LANDS NOW OR FORMERLY

SARAH R. NEVE

2015 RIVERFRONT PROPERTY TRUST

CONSHOHOCKEN BOROUGH, MONTGOMERY COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN BLOCK 13, UNIT 49, LANDS NOW OR FORMERLY SARAH R. NEVE 2015 RIVERFRONT PROPERTY TRUST AND BLOCK 13, UNIT 55, LANDS NOW OR FORMERLY MC ROSELAND WASHINGTON STREET L.P. AND LANDS NOW OR FORMERLY SEPTA AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE DIVIDING LINE BETWEEN BLOCK 13, UNIT 49 AND BLOCK 13, UNIT 55, SOUTH 34 DEGREES - 55 MINUTES - 59 SECONDS WEST, A DISTANCE OF 309.25 FEET TO A POINT ON THE TITLE LINE OF THE SCHUYLKILL RIVER (NAVIGABLE BY LAW), THENCE;

THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG THE TITLE LINE OF THE SCHUYLKILL RIVER:

2. NORTH 56 DEGREES - 21 MINUTES - 30 SECONDS WEST, A DISTANCE OF 70.22 FEET TO A POINT, THENCE;
3. SOUTH 34 DEGREES - 56 MINUTES - 00 SECONDS WEST, A DISTANCE OF 22.90 FEET TO A POINT, THENCE;
4. NORTH 47 DEGREES - 15 MINUTES - 00 SECONDS WEST, A DISTANCE OF 629.98 FEET TO A POINT, THENCE;
5. NORTH 23 DEGREES - 09 MINUTES - 30 SECONDS EAST, A DISTANCE OF 9.00 FEET TO A POINT, THENCE;
6. NORTH 44 DEGREES - 42 MINUTES - 13 SECONDS WEST, A DISTANCE OF 166.20 FEET TO A POINT, THENCE;
7. SOUTH 23 DEGREES - 09 MINUTES - 30 SECONDS WEST, A DISTANCE OF 37.65 FEET TO A POINT, THENCE;
8. NORTH 51 DEGREES - 25 MINUTES - 30 SECONDS WEST, A DISTANCE OF 65.69 FEET TO A POINT, THENCE;



**CONTROL POINT**  
**ASSOCIATES, INC.**  
 traditional methods | modern approaches

December 11, 2019  
 Revised July 29, 2020  
 02-140179-00

Conshohocken Borough, Montgomery Co., PA  
 Page 2

- THE FOLLOWING TEN (10) COURSES AND DISTANCE ALONG A LINE RUNNING THROUGH BLOCK 11, UNIT 5:
9. NORTH 37 DEGREES - 47 MINUTES - 00 SECONDS EAST, A DISTANCE OF 249.35 FEET TO A POINT OF CURVATURE, THENCE;
  10. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 00 MINUTES - 02 SECONDS, AN ARC LENGTH OF 23.56 FEET, A CHORD BEARING NORTH 82 DEGREES - 47 MINUTES - 01 SECONDS EAST AND A CHORD DISTANCE OF 21.21 FEET TO A POINT OF TANGENCY, THENCE;
  11. SOUTH 52 DEGREES - 12 MINUTES - 58 SECONDS EAST, A DISTANCE OF 68.67 FEET TO A POINT, THENCE;
  12. NORTH 37 DEGREES - 46 MINUTES - 58 SECONDS EAST, A DISTANCE OF 24.00 FEET TO A POINT, THENCE;
  13. SOUTH 52 DEGREES - 13 MINUTES - 02 SECONDS EAST, A DISTANCE OF 436.94 FEET TO A POINT OF CURVATURE, THENCE;
  14. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 124.00 FEET, A CENTRAL ANGLE OF 35 DEGREES - 04 MINUTES - 32 SECONDS, AN ARC LENGTH OF 75.91 FEET, A CHORD BEARING SOUTH 34 DEGREES - 30 MINUTES - 37 SECONDS EAST AND A CHORD DISTANCE OF 74.73 FEET TO A POINT REVERSE CURVATURE, THENCE;
  15. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 76.00 FEET, A CENTRAL ANGLE OF 35 DEGREES - 14 MINUTES - 42 SECONDS, AN ARC LENGTH OF 46.75 FEET, A CHORD BEARING SOUTH 34 DEGREES - 35 MINUTES - 41 SECONDS EAST AND A CHORD DISTANCE OF 46.02 FEET TO A POINT OF TANGENCY, THENCE;
  16. SOUTH 52 DEGREES - 13 MINUTES - 02 SECONDS EAST, A DISTANCE OF 168.10 FEET TO A POINT OF CURVATURE, THENCE;
  17. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 90 DEGREES - 18 MINUTES - 36 SECONDS, AN ARC LENGTH OF 15.76 FEET, A CHORD BEARING NORTH 82 DEGREES - 37 MINUTES - 40 SECONDS EAST AND A CHORD DISTANCE OF 14.18 FEET TO A POINT OF TANGENCY, THENCE;
  18. NORTH 37 DEGREES - 28 MINUTES - 22 SECONDS EAST, A DISTANCE OF 5.43 FEET TO A POINT, THENCE;
  19. ALONG A LINE RUNNING THROUGH BLOCK 11, UNIT 5 AND BLOCK 13, UNIT 49, SOUTH 52 DEGREES - 24 MINUTES - 39 SECONDS EAST, A DISTANCE OF 40.00 FEET TO A POINT, THENCE;
  20. ALONG A LINE RUNNING THROUGH BLOCK 13, UNIT 49, NORTH 37 DEGREES - 28 MINUTES - 22 SECONDS EAST, A DISTANCE OF 18.47 FEET TO A POINT, THENCE;
  21. ALONG THE DIVIDING LINE BETWEEN BLOCK 13, UNIT 49 AND LANDS OF SEPTA, SOUTH 53 DEGREES - 58 MINUTES - 55 SECONDS EAST, A DISTANCE OF 50.75 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 263,063 SQUARE FEET OR 6.039 ACRES

THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.



**CONTROL POINT ASSOCIATES, INC.**  
traditional methods | modern approaches

December 11, 2019  
Revised July 29, 2020  
02-140179-00  
Conshohocken Borough, Montgomery Co., PA  
Page 3

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "CONDITIONAL USE AND PRELIMINARY/FINAL SUBDIVISION AND LAND DEVELOPMENT PLANS FOR HIGH STREET CONSHOHOCKEN I, LLC, MATSON MILL APARTMENTS, WASHINGTON STREET & OAK STREET, BOROUGH OF CONSHOHOCKEN, MONTGOMERY COUNTY, PA, LOT CONSOLIDATION/SUBDIVISION PLAN (RECORD PLAN 1 & 2 OF 2)", PREPARED BY BOHLER ENGINEERING, DATED 06/28/2019, PROJECT NO. PC181274, SHEETS C-204 & C-205, REVISION NO 11 DATED 7/07/2020.

CONTROL POINT ASSOCIATES, INC.

REGISTERED  
7/29/2020  
JAMES ROBERT ANKEN II  
DATE  
JAMES R. ANKEN II, P.L.S.  
COMMONWEALTH OF PENNSYLVANIA  
PROFESSIONAL LAND SURVEYOR # SU075233  
PENNSYLVANIA

S:\Surveys\14\CP14179-BEI-RMSDev-Conshohocken, MontCo, PA-JAA\M4B\7-28-2020\M4B\_PROPOSED LOT 1.docx

PREPARED BY: JAA

REVIEWED BY: JRA

BEING THE SAME PROPERTY CONVEYED TO MICHAEL V. SENCINDIVER,  
INDEPENDENT TRUSTEE OF THE SARA R. NEVE 2015 RIVERFRONT PROPERTY TRUST  
FROM MICHAEL V. SENCINDIVER, INDEPENDENT TRUSTEE OF THE SARA R. NEVE  
2015 RIVERFRONT PROPERTY TRUST PURSUANT TO THAT CERTAIN DEED OF  
CONSOLIDATION DATED MADE AS OF JULY 31, 2020 AND EFFECTIVE AS OF AUGUST  
~~28~~ 2020, AND RECORDED IN \_\_\_\_\_  
AND RECORDED PRIOR HERETO

**EXHIBIT B****Title Exceptions**

1. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Montgomery County, Pennsylvania in Land Site Book 1 Page 401.
2. Covenants, conditions, restrictions, and rights as set forth in Deed Book 726 Page 342.
3. Right or means of ingress, egress, regress or passageway and covenants and conditions thereto as set forth in Deed Book 3517 Page 714.
4. Easement Agreement by and between James J. and Sarah R. Neve and Borough of Conshohocken as set forth in Deed Book 5454 Page 780.
5. Deed of Easement by and between Borough of Conshohocken and Commonwealth of Pennsylvania, Department of General Services as set forth in Deed Book 5473 Page 1972.
6. Rights, privileges, conditions and restrictions as set forth in Deed Book 2702 Page 415.
7. Water pipe lines, rights and privileges, rights of way, easements, covenants, conditions and restrictions as set forth in Deed Book 3068 Page 76.
8. Deed of Easement by and between John Wood Company and James J. Neve and Sarah R. Neve as set forth in Deed Book 3205 Page 470.
9. Rights, privileges, rights of way, and easements as set forth in Deed Book 3328 Page 337 (This Policy does not raise an exception for Deed Book 907 Page 209 referenced in this document).
10. Rights granted to Philadelphia Electric Company as set forth in Deed Book 3484 Page 497 and Deed Book 3535 Page 335.
11. Easement of record to Suburban Water Company referenced in Deed Book 3863 Page 378.
12. Rights granted to Philadelphia Electric Company as set forth in Deed Book 4752 Page 444.



1830019105

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

REALTY TRANSFER TAX  
STATEMENT OF VALUE  
COMPLETE EACH SECTION

RECORDER'S USE ONLY	
State Tax Paid	\$110,000.00
Book	6195 Page
Instrument Number	00440
Date Recorded	

10/01/2020 09:17:08 AM  
Appendix (if of 11)

**SECTION I** TRANSFER DATA

Date of Acceptance of Document 8/28/2020					
Grantor(s)/Lessor(s) See Exhibit A		Telephone Number (610) 804-9856	Grantee(s)/Lessee(s) High Street Conshohocken I, LLC		Telephone Number (484) 530-4641
Mailing Address 1600 Arch Street, Suite 100			Mailing Address 300 Conshocken State Road, Suite 250		
City Philadelphia	State PA	ZIP Code 19103	City West Conshohocken	State PA	ZIP Code 19428

**SECTION II** REAL ESTATE LOCATION

Street Address 101 Washington Street & Canal Bank		City, Township, Borough Conshohocken
County Montgomery County	School District Colonial School District	Tax Parcel Number See Exhibit A

**SECTION III** VALUATION DATA

Was transaction part of an assignment or relocation?  YES  NO

1. Actual Cash Consideration 11,000,000.00	2. Other Consideration + 0.00	3. Total Consideration = 11,000,000.00
4. County Assessed Value 541,710.00 + 140,350.00	5. Common Level Ratio Factor x 2.13	6. Computed Value = 1,159,842.30 + 298,945.50

**SECTION IV** EXEMPTION DATA - Refer to Instructions for exemption status.

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

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

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

Name Kelley M. Johnson, Esquire		Telephone Number (215) 986-2700
Mailing Address Faegre Drinker Biddle & Reath, One Logan Sq., Suite 2000	City Philadelphia	State ZIP Code PA 19103

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

Signature of Correspondent or Responsible Party \_\_\_\_\_ Date 8/28/2020

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



1830019105

1830019105

Pennsylvania Realty Transfer Tax Statement of Value

Exhibit A

Section I. Transfer Data

Grantor(s)/Lessor(s):

Michael V. Sencindver Independent Trustee of  
The Sara R. Neve 2015 Riverfront Property Trust

Section II. Real Estate Location

Tax Parcel Number(s):

~~Part of 05-00-00040-00-9,~~  
~~05-00-00036-00-4, (PART OF)~~  
~~05-00-00052-00-6,~~  
~~05-00-00048-00-1~~

Section III. Valuation Data

Tax Parcel Number(s) Assessed Value:

<del>05-00-00040-00-9</del>	<del>356,500</del>
<del>Part of 05-00-00036-00-4</del>	<del>140,350</del>
<del>05-00-00052-00-6</del>	<del>6,860</del>
<del>05-00-00048-00-1</del>	<del>38,000</del>

Total Assessment: \$541,710  
140,350



LOUIS J. COLAGRECO  
[Lou@rrhc.com](mailto:Lou@rrhc.com)  
extension 203



February 18, 2022

**Via hand delivery and e-mail** [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov)

Eric P. Johnson  
Zoning Officer  
Conshohocken Borough  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428

**Re: High Street Conshohocken I, LLC; 101 Washington Street  
Zoning Application – Variances**

Dear Mr. Johnson:

This firm represents High Street Conshohocken I, LLC (“Applicant”) in connection with a multi-family residential development at 101 Washington Street, Conshohocken, PA 19428, which is further identified as Parcel I.D. Nos. 05-00-00048-00-1, 05-00-00036-00-4, 05-00-00052-00-6, and 05-00-00040-00-9 (the “Property”). Applicant is the owner of the Property, which is located in the SP-3 Specially Planned District 3 of the Borough.

Applicant hereby submits the enclosed Application, seeking variances from §§ 27-2109.5 (to allow additional freestanding or wall signs), 27-2109.2 (to permit advertising on incidental signage), and 27-2104.2.F (to permit an address sign to exceed two square feet).

Enclosed for filing in connection with this Application are the following materials:

1. Two (2) copies of the Borough of Conshohocken Zoning Application;
2. Two (2) copies of a Sign Plan, prepared by Hord Coplan & Macht, and dated February 7, 2022, consisting of six (6) sheets;
3. Two (2) copies of a Deed to the Property, dated August 12, 2020 and effective August 28, 2020, between Michael V. Sencindiver, Independent Trustee of the Sara R. Neve 2015 Riverfront Property Trust (Grantor) and High Street Conshohocken I, LLC;
4. One (1) check made payable to the Borough of Conshohocken in the amount of \$500, representing the Application fee; and
5. One (1) check made payable to the Borough of Conshohocken in the amount of \$1,500, representing the escrow deposit.

[rrhc.com](http://rrhc.com)

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

1384750.1

Eric P. Johnson  
Zoning Officer  
Conshohocken Borough  
February 18, 2022  
Page 2 of 2

Enclosed with the electronic version of this submission is a complete copy of the Application materials.

Please advise when this matter will be scheduled for consideration before the Zoning Hearing Board. It is my understanding that the Board handles all applicable notice requirements, including the publication, individual notice and posting of the Property. If this is not the case, please advise at your earliest convenience.

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

Very truly yours,

*Louis J. Colagreco, Jr.*

LOUIS J. COLAGRECO, JR.

LJC/rmf

Enclosures

cc: Barry Henry (via email only, w/encl)  
Chris Sencindiver (via email only, w/encl)  
Jennifer Harpe, CID, NCIDQ (via email, w/encl)  
Ryan M. Furlong, Esq (via email, w/encl)



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

Colleen Leonard, President  
Tina Sokolowski, Vice-President  
Robert Stokley, Member  
Anita Barton, Member  
James Griffin, Member  
Kathleen Kingsley, Member  
Karen Tutino, Member

---

Yaniv Aronson, Mayor

---

Stephanie Cecco, Borough Manager

---

Date: March 17, 2022  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, PE  
Re: 101 Washington Street (Matson Mill) – Zoning Determination

---

### **History of the Site:**

The 101 Washington Street property is a 5-story, 280-unit residential development that is currently under construction. The property is located along the Schuylkill River and in the SP-3 Zoning District.

In March 2019, the property was granted variances for building bulk, construction in the floodplain, and buffers in connection with the construction of the residential development.

### **Current Request:**

In connection with the development currently under construction, the applicant, High Street Conshohocken, LLC, proposes to install the following signage at the 101 Washington Street development:

- Two (2) internally illuminated wall signs, each sign with an area of 73.5 square feet (SF), mounted on the southeast corner of the building.
- One (1) internally illuminated free standing ground sign, with an area of 19 SF, located adjacent to the northeast corner of the building.
- One (1) channel letter address sign, with an area of 21.75 SF, mounted on the awning above the building entrance in the northern building façade.
- Two (2) incidental signs on the building entrance door depicting the building logo and name, each sign with an area of 1 SF.

### **Zoning Determination:**

Per §27-2104.2.F, address signs are not permitted to exceed 2 SF. The proposed address sign is 21.75 SF in area; therefore, a variance is required. The applicant should confirm the square footage of the proposed address signage as the provided plans appear to have a discrepancy between the square footage identified on the signage tabulation table and when calculated based on the provided dimensions.

Per §27-2109.2, incidental signs for the convenience of the public but which contain no advertising are permitted up to 4 SF in area. The two (2) proposed signs on the building door contain advertising for the property; therefore, a variance is required.

Per §27-2109.5, one (1) freestanding sign or wall sign is permitted per building, with a maximum sign size of 75 SF. The applicant is proposing to install two (2) wall signs; therefore, a variance is required for the number of proposed signs.

Please note, the applicant has requested relief from §27-2109.5 to permit the installation of two (2) wall signs and one (1) freestanding sign. However, upon review, it has been determined that the proposed freestanding sign meets the qualifications of §27-2109.7 which permits the installation of a development identification sign at the vehicle entrance to the property. Therefore, a variance is not required for the proposed ground mounted sign.



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

## **BOROUGH COUNCIL**

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## **ZONING NOTICE MARCH 21, 2022, ZONING HEARING BOARD MEETING**

### **ZONING HEARING Z-2022-05**

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on March 21<sup>st</sup>, 2022, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: High Street Conshohocken I, LLC.

PREMISES INVOLVED: 101 Washington St., Conshohocken, PA 19428  
Specially Planned District 3

OWNER OF RECORD: High Street Conshohocken I, LLC.  
300 Conshohocken State Rd.,  
West Conshohocken, PA 19428

The petitioner is requesting variances from Section 27-2109.2, -2109.5, -2109.7, and 2104.2.F of the Conshohocken Zoning Ordinance to allow for an increased number and size of signage in connection with the residential development currently under construction.

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

If you have questions regarding the above prior to the meeting, please contact the Borough at [zoning@conshohockenpa.gov](mailto:zoning@conshohockenpa.gov).

Thank you,  
Zoning Hearing Board