



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

Stephanie Cecco
Borough Manager

January 29, 2024, ZONING HEARING BOARD MEETING PACKET

333 West 7th Avenue
241 West 6th Avenue
113 West 2nd Avenue
400 East 10th Avenue

Page 2
Page 25
Page 40
Page 64



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

ZONING NOTICE JANUARY 29, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-01

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on January 29th, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: David J. Brosso
749 Spring Mill Avenue, Conshohocken PA 19428

PREMISES INVOLVED: 333 West 7th Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: DJB Properties, LLC
PO Box 988, Conshohocken, PA 19428

The petitioner is seeking a Special Exception pursuant to Section §27-823 and a variance from Sections §27-823.A & B of the Conshohocken Borough Zoning Ordinance to permit a group home use within the BR-1 – Borough Residential District One zoning district; and to permit only two (2) off-street parking spaces located in the front and side yards of the group home when a potential total of five (5) off-street parking spaces may be required at the site and whereas no off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Date: December 26, 2023
To: Stephanie Cecco, Allison Flounders
From: Allison A. Lee, PE
Re: 333 West Seventh Avenue – Zoning Determination

History of the Site:

333 West Seventh Avenue is comprised of an existing one-story single-family detached residential dwelling that was constructed in 1987. The 8,260 SF property is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by West Seventh Avenue and the Borough Public Works facilities to the north; a 20-foot wide unnamed alley to the south and rear of the property; and residential properties also located within the BR-1 zoning district in all other directions.

There is an existing off-street driveway and parking area located to the front and side yard of the existing dwelling. There is also a detached shed located adjacent the unnamed alley in the rear yard of the property.

Current Request:

The property owner has executed a residential lease with Jeanette Duperon with Ellie Vie, which is licensed to provide residential housing (and related services) for adults that are not able to live independently. The property is currently being operated as a group home to provide residential housing for an adult that has a diagnosis of autism, as well as, an interim residence for new clients entering the care of Ellie Vie.

The Applicant is seeking a Special Exception pursuant to Section §27-823 and a variance from Sections §27-823.A & B of the Conshohocken Borough Zoning Ordinance to permit a group home use within the BR-1 – Borough Residential District One zoning district; and to permit only two (2) off-street parking spaces located in the front and side yards of the group home when a potential total of five (5) off-street parking spaces may be required at the site and whereas no off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.

Zoning Determination:

The current request is pursuant to a zoning enforcement letter that was issued on October 31, 2023 for the operation of a group home use without the required special exception pursuant to Section §27-823 of the Conshohocken Borough Zoning Ordinance.

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

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

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

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

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

In accordance with the Applicant’s narrative, there will be 1 to 2 employees and a caretaker are required to be present 24/7/365. The employees work in three 8-hour shifts. In addition, a supervisor may be present at times to provide supplemental services to the clients. Occasionally, a third employee may be present for meetings or supervision. Based on this narrative, it appears that a potential total of five (5) off-street parking spaces may be required at the site. This is based on two off-street parking spaces required for employee transitions, an off-street parking space each for a potential supervisor and a third employee, and the required off-street parking space for up to five handicapped residents, regardless of whether the handicapped residents have driver’s licenses. The site currently has a 48-foot long x 10-foot wide driveway located to the front and side of the existing dwelling which can only accommodate up to two off-street parking spaces. Therefore, the Applicant is required to seek a variance from Sections §27-823.A & B for relief from the required number of off-street parking requirements with providing two (2) off-street parking spaces when a potential of five (5) off-street parking spaces is required; and to permit the off-street parking to be located within the front yard area when no off-street parking between the front wall of the principal structure and the curb of the street toward which that wall is oriented is permitted.

The Applicant shall comply with the additional code provisions of Sections §27-823.C & D as noted above.



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

RECEIVED

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 27-823 A & B

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

333 W 7th Ave

4. Applicant's Name: DAVID J BROSSO
Address: 749 Spring Mill Ave, Conshohocken PA
Phone Number (daytime): 610 310 5055
E-mail Address: djbprop@gmail.com

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

6. Property Owner: DJB Properties, LLC
Address: PO Box 988, Conshohocken PA 19428
Phone Number: 610 310 5055
E-mail Address: djbprop@gmail.com

7. Lot Dimensions: 59' x 140' Zoning District: BR-1

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

Yes No If yes, please describe.

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

Residence - serving adults with autism

10. Please describe the proposed use of the property.

Residence - serving adults with autism
a "group home"

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

None are required

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

Group homes are a permitted use.
These homes serve an unmet need in society
The group home poses no threats to the health
safety & welfare of the community
Adults with autism are a protected class

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

a. The unique characteristics of the property: N/A

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: Andrew ~~W. Slom~~ Slom
b. Address: 1617 JFK Blvd, Ste 1250 Phila PA 19103
c. Phone Number: 267-328 4783
d. E-mail Address: andrew @ ~~slom~~
andrew @ slomlegal.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 J BRONSO

Applicant

[Handwritten signature]

Legal Owner

11/14/23

Date

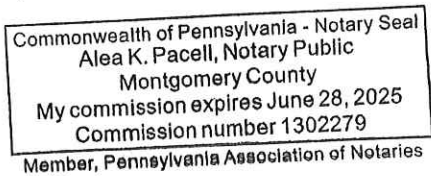
COMMONWEALTH OF PENNSYLVANIA

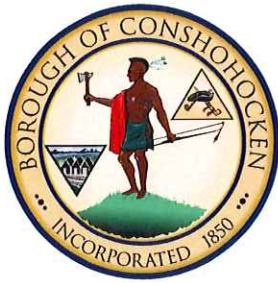
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 15th day of November, 2023.

[Handwritten signature]
Notary Public

(Seal)





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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

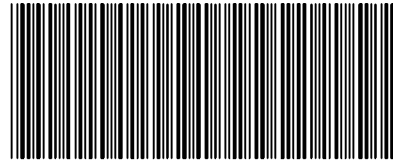
DATE OF ORDER: _____



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 6232 PG 00717 to 00720.1
INSTRUMENT # : 2021074951
RECORDED DATE: 06/28/2021 02:45:11 PM



5959806-00350

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 6349881 - 2 Doc(s)
Document Date: 05/10/2021	Document Page Count: 3
Reference Info:	Operator Id: dkrasley

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

* PROPERTY DATA:	
Parcel ID #:	05-00-08280-10-3
Address:	333 W SEVENTH AVE
	PA
Municipality:	Conshohocken Borough (100%)
School District:	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00	DEED BK 6232 PG 00717 to 00720.1
TAXABLE AMOUNT: \$0.00	Recorded Date: 06/28/2021 02:45:11 PM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed \$86.75	
Affidavit Fee \$1.50	
Total: \$88.25	



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By:
David S. Makara, Esquire

Return To:
David S. Makara, Esquire
10 E. Sixth Avenue, Suite 100
Conshohocken, PA 19428
Phone No. 610-238-0880

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-08280-10-3 CONSHOHOCKEN BOROUGH
333 W SEVENTH AVE
PERSEO AUGUSTINE
B 030 L 3 U 086 1101 06/24/2021
\$15.00
HW

Parcel Nos. 05-00-08280-10-3 (N)

This Indenture, made this 10TH day of May 2021.

Between The Estate of Augustine Perseo (hereinafter called the Grantor), and

MARIA COLAVITA (hereinafter called the Grantee),

Witnesseth, That the said Grantor for and in consideration of the sum of (\$1.00) Dollar 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, **HATH** granted, bargained and sold, released and confirmed, and by these presents **BOTH** grant, bargain and sell, release and confirm onto the said Grantee her heirs and assigns,

ALL THAT CERTAIN lot or piece of ground Situate in Conshohocken Borough, Montgomery County, Pennsylvania, bounded and described according to a Subdivision made for Giuseppe Perseo, made by John R. Betts & Associates dated March 26, 1987 revised April 20, 1987, as follows, to wit:

BEGINNING at a point on the Southwesterly side of Seventh Avenue (80 feet wide) said point being at the distance of 220.00 feet measured North 43 degrees 26 minutes West along the Southwesterly side of Seventh Avenue from its point of intersection with the Northwesterly side of Wood Street said point of beginning also being a corner of Parcel 2; thence extending from said point of beginning along Parcel 2, South 46 degrees 34 minutes West 140.00 feet to a point on the Northeasterly side of a certain unnamed 20 feet wide alley; thence extending along the same nor ow late of Anthony and Maria Bello; thence extending along the same North 46 degrees 34 minutes East 140.00 feet to a point on the Southwesterly side of Seventh Avenue; thence extending along the same South 43 degrees 26 minutes East 59.00 feet to the first mentioned point and place of beginning

BEING Parcel 3 as shown on the above mentioned plan.

BEING ASSESSMENT PARCEL NUMBER 05-00-08280-10-3 (N)

BEING PART of the same premises which FRANCIS T. DENNIS, Executor Under the Will of GIUSEPPE PERSEO, Deceased, and AUGUSTINE PERSEO and CONCETTA VENEZIA, and recorded in the Office for the Recording of Deeds, in and for the County of Montgomery at Norristown, Pa., in Deed Book 4562 page 124 &c, granted and conveyed unto AUGUSTINE PERSEO, in fee.

Plan Book A-48 p. 439

Being the same premises Augustine Perseo conveyed in fee to Augustine Perseo by Deed dated August 3, 1987 and recorded in the office for the recording of deeds, in and for the County of Montgomery at Norristown PA, at book number 4847, page 817.

TOGETHER WITH all and singular the 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 Grantor, as well at law as in equity, of, in and to the same.

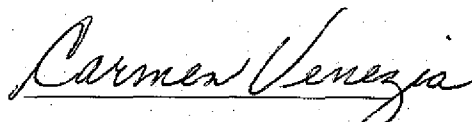
TO HAVE AND TO HOLD the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee/s, their successors, heirs and assigns, to and for the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

AND the said GRANTOR, for itself, its heirs, executors, administrators and Assigns does by these presents, covenant, grant and agree, to and with the said GRANTEE her heirs and Assigns, that it the said GRANTOR, its heirs all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said GRANTEE, and her heirs and Assigns, against it the said GRANTOR and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under it, THEM or any of them, shall and will BY THESE PRESENTS WARRANT and forever DEFEND.

In Witness Whereof the said Grantor has hereunto set its hand and seal the day and year first-above written.

Sealed and Delivered
In the Presence of:

ATTEST:


EXECUTOR

Carmen Venezia, Executor
of the Estate of Augustine Perseo
deceased

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF MONTGOMERY :

On this 10th day of May, 2021, before me, the undersigned officer, personally appeared CARMEN VENENZIA, EXECUTOR OF THE ESTATE OF AUGUSTINE PERSEO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

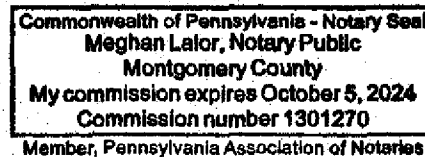
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Maria Colavita

Meghan Lalor
Notary Public

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

Maria Colavita
7 Red Maple Drive
Lafayette Hill, PA 19444





1830019105

RECORDER'S USE ONLY

State Tax Paid:	\$0.00	
Book:	6232	Page:
Instrument Number:	00717	
Date Recorded:	06/28/2021 02:45:11 PM	

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

REALTY TRANSFER TAX STATEMENT OF VALUE
 COMPLETE EACH SECTION

SECTION I TRANSFER DATA

Date of Acceptance of Document 05/28/2021					
Grantor(s)/Lessor(s) Estate of Augustine Perseo, deceased		Telephone Number		Grantee(s)/Lessee(s) Maria Colavita	
Mailing Address c/o Carmen Venezia, Executor, 110 East 14th Street		Mailing Address 7 Red Maple Drive			
City Conshohocken		State PA	ZIP Code 19428	City Lafayette Hill	State PA
		ZIP Code 19444			

SECTION II REAL ESTATE LOCATION

Street Address 333 West Seventh Avenue			City, Township, Borough Conshohocken Borough		
County Montgomery		School District Colonial School District		Tax Parcel Number 05-00-08280-10-3	

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 100,730.00	5. Common Level Ratio Factor x 2.13	6. Computed Value = 214,554.90

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

1a. Amount of Exemption Claimed \$ 214,554.90	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
--------------------------------------------------	--------------------------------------------------------------	--------------------------------------------------------

2. Fill in the Appropriate Oval Below for Exemption Claimed.

Will or intestate succession. Augustine Perseo (Name of Decedent) 46-2021-X 2222 (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.)
 Transfer from decedent's estate to the named beneficiary. Wholly exempt.

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

Name Maria Colavita				Telephone Number	
Mailing Address 7 Red Maple Drive		City Lafayette Hill		State PA	ZIP Code 19444

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.

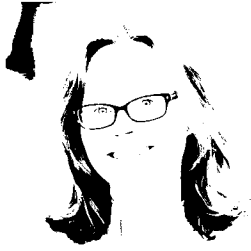
Signature of Correspondent or Responsible Party <u>Maria Colavita</u>	Date 05/28/2021
--------------------------------------------------------------------------	--------------------

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

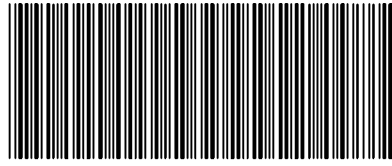


1830019105

1830019105



DEED BK 6232 PG 00721 to 00726
 INSTRUMENT # : 2021074952
 RECORDED DATE: 06/28/2021 02:45:12 PM



5959807-0032+

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

Document Type: Deed	Transaction #: 6349881 - 2 Doc(s)
Document Date: 05/28/2021	Document Page Count: 5
Reference Info:	Operator Id: dkrasley

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

*** PROPERTY DATA:**
 Parcel ID #: 05-00-08280-10-3
 Address: 333 W SEVENTH AVE
 PA
 Municipality: Conshohocken Borough
 (100%)
 School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$325,000.00
TAXABLE AMOUNT: \$325,000.00

FEES / TAXES:

Recording Fee:Deed	\$86.75
Additional Pages Fee	\$2.00
Affordable Housing Pages	\$2.00
State RTT	\$3,250.00
Conshohocken Borough RTT	\$1,625.00
Colonial School District RTT	\$1,625.00
Total:	\$6,590.75

DEED BK 6232 PG 00721 to 00726
 Recorded Date: 06/28/2021 02:45:12 PM

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



Jeanne Sorg
 Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared by and Return to:

Land Services USA, Inc.
1835 Market Street, Suite 420
Philadelphia, PA 19103
File No. PACLT21-2295MM
UPI # 05-00-08280-10-3

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-08280-10-3 CONSHOHOCKEN BOROUGH
333 W SEVENTH AVE
PERSEO AUGUSTINE \$15.00
B 030 L 3 U 086 1101 06/24/2021 HW

This Indenture, made the 28th day of May, 2021,

Between

MARIA COLAVITA

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

DJB PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Three Hundred Twenty-Five Thousand And 00/100 Dollars (\$325,000.00)** lawful money of the United States of America, unto her well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, in fee.

ALL THAT CERTAIN lot or piece of ground situate in Conshohocken Borough, Montgomery County, Pennsylvania, bounded and described according to a Subdivision made for Giuseppe Perseo, made by John R. Betts & Associates dated March 26, 1987 revised April 20, 1987, as follows to wit:

BEGINNING at a point on the Southwesterly side of Seventh Avenue (80 feet wide) said point being at the distance of 220.00 feet measured North 43 degrees 26 minutes West along the Southwesterly side of Seventh Avenue from its point of intersection with the Northwesterly side of Wood Street said point of beginning also being a corner of Parcel 2; thence extending from said point of beginning along Parcel 2, South 46 degrees 34 minutes East 140.00 feet to a point on the Northeasterly side of a certain unnamed 20 feet wide alley; thence extending along the same North 43 degrees 26 minutes West 59.00 feet to a point a corner of lands now or late of Anthony and Maria Bello; thence extending along the same North 46 degrees 34 minutes East 140.00 feet to a point on the Southwesterly side of Seventh Avenue; thence extending along the same South 43 degrees 26 minutes East 59.00 feet to the first mentioned point and place of beginning.

BEING Parcel 3 as shown on the above mentioned plan.

BEING known as 333 West Seventh Avenue.

BEING Parcel No. 05-00-08280-10-3.

BEING PART of the same premises which Augustine Perseo, individual and Francis T. Dennis, Executor of the last Will and Testament of Giuseppe Perseo, Deceased and Concetta Venezia, individually by Deed dated 8/3/1980 and recorded 9/19/1980 in Montgomery County in Deed Book 4562 page 124, conveyed unto Augustine Perseo, in fee.

AND BEING the same premises which Augustine Perseo, by Deed dated 8/3/1987 and recorded 8/10/1987 in Montgomery County in Deed Book 4847 page 817 granted and conveyed unto Augustine Perseo, in fee.

AND Being the same premises which Estate of Augustine Perseo, deceased by Deed dated May 10, 2021 and Recorded _____ in Montgomery County in Deed Book _____ Page _____ granted and conveyed unto Maria Colavita, in fee.

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

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

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

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

Maria Colavita {SEAL}
Maria Colavita

Commonwealth of Pennsylvania }
County of Montgomery } ss

On this, the 28th day of May, 2021, before me, the undersigned Notary Public, personally appeared Maria Colavita, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Danielle Deluzio, Notary Public
Montgomery County
My commission expires September 2, 2022
Commission number 1037825
Member, Pennsylvania Association of Notaries

Danielle Deluzio
Notary Public
My commission expires 9/2/2022

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

1125 Robin Road
Gladwyne, PA 19035

Danielle Deluzio
On behalf of the Grantee

Deed

UPI # 05-00-08280-10-3

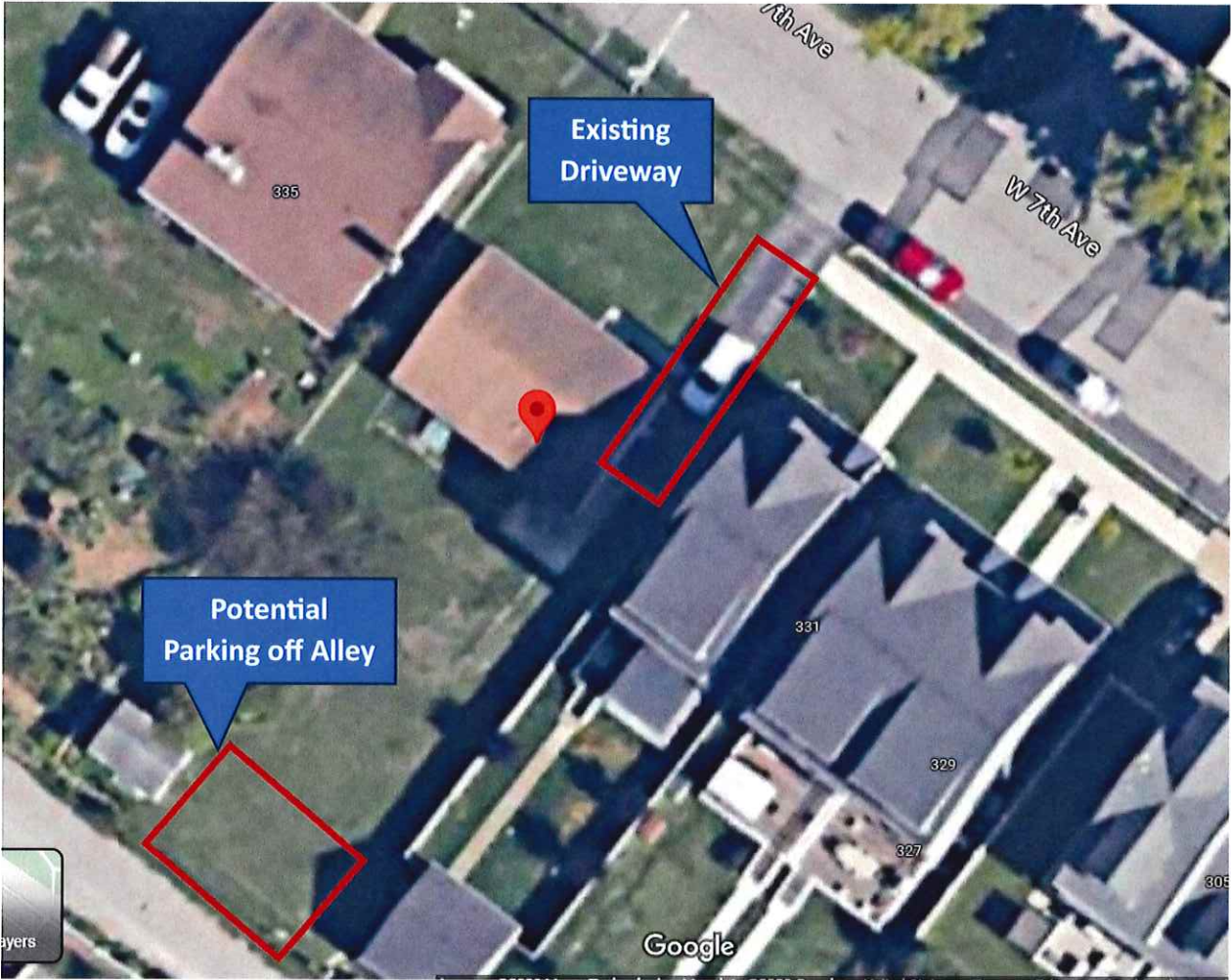
Maria Colavita

TO

DJB Properties, LLC, a Pennsylvania limited liability company

Property:
333 West 7th Avenue
Conshohocken, PA 19428

Land Services USA, Inc.
1835 Market Street, Suite 420
Philadelphia, PA 19103
Tel: 215-563-5468



NARRATIVE for Zoning Board Hearing – Request for Special Exception

Date: 11/10/2023

Address; 333 W 7th Ave

Owner: DJB Properties, LLC (David Brosso)

Please be advised that DJB Properties, LLC has executed a residential lease with Ellie Vie (Jeanette Duperon). Jeanette is using the property to provide residential housing for an adult that has a diagnosis of autism. The clients of Ellie Vie are not able to live independently; however, Ellie Vie is licensed to provide residential housing (and related services) to her clients.

More specifically, Ellie Vie operates in the state of PA under the program administered by the ODP program (Office of Developmental Programs)

The mission of the Office of Developmental Programs (ODP) is to support Pennsylvanians with developmental disabilities to achieve greater independence, choice and opportunity in their lives. The office seeks to continuously improve an effective system of accessible services and supports that are flexible, innovative and person-centered. Often companies with these licenses provide sub-standard living conditions. Jeanette has received accolades for her program. She provides a quality residence where her clients can thrive under her care.

Supporting this program is beneficial to the community.

Currently, 333 W 7th Ave is the residence of a single adult with autism. However, Jeanette has used this residence as an interim residence for new clients entering the care of Ellie Vie. Typically, a new client will reside at 333 W 7th for an interim period of time (30 to 60 days) until Jeanette can monitor their needs and behavior to assess which property is the best choice for new clients being onboarded into her program. Jeanette takes great care to match clients with other suitable clients so that there is harmony among the residents. The vetting process is an integral component of Jeanette's process and is one of the many aspects of Ellie Vie that elevates their service above what is typically offered to clients within the ODP program.

Ellie Vie staffs 333 W 7th Ave with 1 to 2 employees. It's required that a caretaker is present 24/7/365 and Jeanette's employees work round the clock in three 8-hour shifts. In addition, a supervisor may be present at times to provide supplemental services to the clients. If a 3rd employee is ever present within 333 W 7th it's only for meetings or supervision. Therefore, we believe that we adhere to the parking requirements as there are 2 parking spots in the driveway of 333 W 7th Ave. No clients within this program are handicapped and no residents have driver's licenses.

We are seeking approval to operate a Group Home by Special Exception in the BR-1 Zoning District. All requirements for zoning relief have been satisfied. Granting this Special Exception will not be detrimental to the health, safety or welfare of the community.



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

ZONING NOTICE JANUARY 29, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-02

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on January 29th, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Joshua M. Levin
241 West 6th Avenue, Conshohocken PA 19428

PREMISES INVOLVED: 241 West 6th Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: Joshua M. Levin
241 West 6th Avenue, Conshohocken PA 19428

The petitioner is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and a variance from Section §27-1005.F of the Conshohocken Borough Zoning Ordinance to permit a one (1)-story 300 SF rear building addition and porch to the existing nonconforming building that would result in an increase in the building coverage of the property from 41.2% to 53.8%, whereas only a maximum building coverage of 35% is permitted within the BR-1 zoning district.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Date: December 26, 2023
To: Stephanie Cecco, Allison Flounders
From: Allison A. Lee, PE
Re: 241 West Sixth Avenue - Zoning Determination

History of the Site:

241 West Sixth Avenue is comprised of an existing nonconforming two and a half (2½)-story single-family attached residential dwelling that was constructed in 1890. The 2,380 SF property is located within the BR-1 - Borough Residential District 1 zoning district. The site is fronted by West Sixth Avenue to the north; a 20-foot wide unnamed alley to the south and rear of the property; and residential properties also located within the BR-1 zoning district in all other directions.

The subject property is the middle dwelling in a group of three (3) total townhomes (row homes). There is an existing approximately 2.5-foot wide covered alley opening on the ground floor located within the property boundaries. The adjoining dwelling located at 239 W. 6th Avenue currently encroaches and covers the approximately 2.5-foot wide alley opening on the upper floors to share a party wall with the single-family attached dwelling on the subject property. The existing single-family attached dwelling shares a party wall on both sides of the dwelling with 239 W. 6th Avenue and 243 W. 6th Avenue.

There is also an existing 300 SF concrete patio located to the rear of the dwelling. In addition, there is an existing 336 SF accessory semi-detached garage located in the rear yard off of the unnamed alley with existing concrete pads to the front and rear of the garage. This existing semi-detached garage is currently offset and adjoins the neighbor's garage located at 243 W. 6th Avenue.

Current Request:

The Applicant is proposing to demolish the existing 336 SF accessory semi-detached garage located in the rear yard off of the unnamed alley for access the rear of the existing nonconforming dwelling to construct a one (1)-story 300 SF building addition and porch in place of the existing rear concrete patio, as well as a new approximately 79 SF concrete patio to the rear of the building addition and porch. The Applicant is also proposing to re-construct a new 336 SF detached garage located at six (6)-feet setback from the original garage location. The existing concrete pad behind the garage will be removed and relocated to the rear of the building addition and porch. The existing concrete pad in front of the garage will be replaced. The Applicant is not proposing any new impervious coverages to the site.

The Applicant is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and a variance from Section §27-1005.F of the Conshohocken Borough Zoning Ordinance to permit a one (1)-story 300 SF rear building addition and porch to the existing nonconforming residential building that would result

in an increase in the building coverage of the property from 41.2% (980 SF) to 53.8% (1,280 SF) whereas only a maximum building coverage of 35% is permitted within the BR-1 zoning district.

Zoning Determination:

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

Per Section §27-202 of the Borough Zoning Ordinance, the following dwelling type definitions applies:

- *Two-Family Building – Twin (Single-family semi-detached) dwelling is a two-family building with dwelling units placed side-by-side, and joined to each other by a vertical common party wall, but otherwise surrounded by yard areas. When lotted, each dwelling unit may be on a separate lot, with the common boundary between the two lots running along the common party wall. Separate ingress and egress are provided to each unit.*
- *Single-Family Attached Dwelling Unit – A dwelling unit having its own independent outside access, with no other dwelling units located directly and totally above or below it, and having party walls in common with at least one but not more than three adjacent similar dwelling units, and located in a building comprising at least three dwelling units. Each dwelling unit may be individually lotted, or owned as a condominium. This dwelling type shall include, but not be limited to, dwelling units commonly known as “townhouses,” “rowhouses,” “triplexes,” “quadruplexes,” and “multiplexes.”*
- *Townhouse (Row house) – A single-family attached dwelling in a row of at least three units, with one dwelling unit from ground to roof, with individual outside access.*

The Plot Plan has the primary use of the property indicated as a single-family semi-detached dwelling allowed by right. However, a single-family semi-detached dwelling consists of only one vertical party wall. The subject property is comprised of having two party walls in common with at least one and not more than three adjacent similar dwelling units. Therefore, the subject property is classified as a townhouse (row house) type single-family attached dwelling unit which is not a permitted housing type in accordance with Section 27-1002 the permitted uses of the BR-1 – Borough Residential District One zoning district.

Per Section §27-702.B of the Borough Zoning Ordinance, a nonconforming building or structure is any existing lawful building or structure that does not conform to the height, location, size, bulk, or other dimensional requirements of the district in which it is located. The existing single-family attached building does not conform to the permitted single-family detached and single-family semi-detached (twin) dwelling type uses and has no side yard setbacks per Sections §27-1002 and §27-1005.E of the BR-1 zoning district, respectively. The existing 980 SF building coverage on the property is 41.2% which exceeds the maximum permitted 35% building coverage per Section §27-1005.F of the BR-1 zoning district. In addition, based on the Montgomery County property records, the existing building width is 15 feet, which is less than the minimum required building width of 20 feet per Section §27-1005.I of the BR-1 zoning district. Therefore, the existing building is classified as an existing nonconforming building.

Per Section §27-702.C of the Borough Zoning Ordinance, a nonconforming lot is any existing lawful lot which does not conform to the minimum area and/or width requirements for lots in the district in which it is located, the development of which, however, is in conformance with all other applicable regulations of this Chapter. In accordance with the Montgomery County property records, the existing 2,380 SF parcel with a lot width of 17 feet does not conform to the minimum required 4,000 SF (single) and 2,800 SF (twin)

lot size and 40 feet (single) and 25 feet (twin) lot width standards of the BR-1 zoning district since the existing housing type is not permitted within the BR-1 zoning district. Therefore, the existing parcel is also classified as an existing nonconforming lot.

Per Section §27-703.D of the Borough Zoning Ordinance, 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. The gross floor area of the existing building is 1,470 SF. With a 300 SF building addition, the resulting total gross floor area will be 1,770 SF, which is a 20.41% increase and less than the required maximum 25% physical expansion of the nonconforming building in compliance with Section §703.D of the Zoning Ordinance.

The Applicant is proposing to extend and cover the existing approximately 2.5-foot covered alley with the proposed 300 SF rear building addition. The Applicant has requested a variance from Section §27-1005.E to permit the extension into the side yard setback area to cover the existing approximately 2.5-foot covered alley. However, the dwelling type of the subject property is considered a single-family attached dwelling because it shares a party wall on both sides of the dwelling. There is not a side yard setback requirement for the side of the single-family attached dwelling that shares a party wall. Therefore, this variance request would not be required since both sides of the dwelling shares a party wall.

Per Section §27-703.E.(5) & (6)(a) of the Borough Zoning Ordinance, a nonconforming building may be expanded only in compliance with Section §27-703(E)(6) of this Chapter and extension and/or expansion as permitted in Section §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. A Special Exception pursuant to Section §27-703.E.(6)(a) will be required from the Conshohocken Borough Zoning Hearing Board for approval to permit the extension and expansion of the existing nonconforming building.

The existing building coverage on the site is 980 SF (or approximately 41.2%). With a proposed 300 SF rear building addition and porch, the building coverage will increase to 1,280 SF (or approximately 53.8%) which is a further exceedance in the required maximum 35% building coverage per Section §27-1005.F of the BR-1 zoning district. Therefore, the Applicant is required to seek a variance from Section §27-1005.F to permit a 53.8% building coverage on the lot whereas only a maximum 35% building coverage is permitted within the BR-1 zoning district.

The current impervious coverage on the site is 1,398 SF (or approximately 58.7%), including a permanent 9-ft by 18-ft (162 SF) permanent off-street parking allowance within the garage, which is in compliance with the required 60% maximum impervious coverage per Section 27-1005.G of the BR-1 zoning district. The total impervious coverage on the site will remain unchanged since the proposed building addition and porch will be located on the existing impervious concrete patio area and the existing concrete pads will be removed, replacement, and relocated with the reconstructed and relocated garage to propose no new impervious coverages to the site.



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:

27-1005 F (Building Cover %) 27-1005 E (Side Yard Setback)

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

241 West Sixth Avenue Conshohocken PA 19428

4. Applicant's Name: Joshua Levin

Address: 241 West Sixth Avenue Conshohocken PA 19428

Phone Number (daytime): 610-742-8346

E-mail Address: thejoshlevin@gmail.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: 17' x 140' Zoning District: BR-1

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

Yes No If yes, please describe.

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

The property has an existing row home dwelling with an existing detached garage at the rear of the property. The property is nonconforming in Lot area. 2380 sf vs. 2800 sf. Non-conforming in lot width (17 ft vs. 25 ft). Non conforming in building width (15 feet vs. 20 feet) Nonconforming in Front and Side yard setbacks for the principal building. Nonconforming in building coverage (41.2% vs. 35%) and Non conforming for impervious surface (65.5% vs. 60%) In addition there is an existing accessory structure (garage) at the rear of the property that is nonconforming for rear yard setback.

10. Please describe the proposed use of the property.

The use will not change. It is a residential property that will continue to be a residential property.

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

The applicant would like to remove the existing garage and build a new one of the same size further from the rear property line to allow for a more gradual grade toward the existing alley. This would not constitute additional impervious since there is an existing concrete pad in the area of the new garage that will be removed. The garage will continue to violate the rear yard setback but would be an improvement on the existing garage. In addition there is an existing concrete patio off the rear of the house. The applicant would like to build an addition onto the house to replace this patio. This addition would be an enlargement to the existing kitchen with a rear porch. The addition would not increase impervious since it is replacing an existing concrete pad. It would not extend beyond the existing side yard non-conformities and would not extend beyond either neighbors existing houses on each side. The addition would increase the building cover percentage which is already non-conforming given the fact that the lot size is already less than the allowable min lot area of 2800 sf. The roof over the addition will also cover the existing alley to the neighboring party wall which would decrease the current side yard setback.

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

The current house has an extremely small kitchen with no eating area. This small addition will improve that without adding new impervious or creating a structure that extends beyond the adjacent structures. The new garage location will be an improvement over the existing location.

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

a. The unique characteristics of the property: It is a small and narrow lot

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

Due to the fact that the lot size is well below the minimum allowable lot size of 2800sf the building cover percentage is out of proportion to the ordinance requirement. The neighboring property has already built over the existing alley and this addition would simply cover the remainder of the alley for a better drainage condition.

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

The addition will not extend beyond the rear walls of the adjacent neighboring structures and will not create additional impervious surfaces. Existing setback non conformities will not be expanded beyond existing non-conformities for the exterior walls. The existing alley will remain and simply be covered. The garage will be further from the existing rear property line to improve existing grading.

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.

It is a small and narrow lot with very limited design opportunities for other options.

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

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

Not Applicable

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

Not Applicable

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.

Not Applicable

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

Not Applicable

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

Not Applicable

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.

Joshua Levin Joshua Levin
Applicant

Joshua Levin
Legal Owner

11/16/2023
Date

Application Granted Application Denied

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 27TH day of NOVEMBER, 2023.

Alea K. Pacell
Notary Public

BY ORDER OF THE ZONING HEARING BOARD

(Seal)

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

Yes No

**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) 278-3269 - Fax: (610) 278-3889



4853M
DEED BK 5657 PG 01190 to 01194
INSTRUMENT #: 2007090395
RECORDED DATE: 07/27/2007 09:11:58 AM



0168339-00145

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed		Transaction #: 123259 - 2 Doc(s)
Document Date: 07/13/2007		Document Page Count: 4
Reference Info: levin		Operator Id: tbutler
RETURN TO: (Simplifile) Greater Montgomery Settlement Services, LLC 790 Penlynn Pike Suite 202 Blue Bell, PA 19422 (215) 641-8000		SUBMITTED BY: Greater Montgomery Settlement Services, LLC 790 Penlynn Pike Suite 202 Blue Bell, PA 19422 (215) 641-8000
* PROPERTY DATA:		
Parcel ID #:	05-00-09036-00-4	
Address:	241 W SIXTH AVE	
	PA	
	19428	
Municipality:	Conshohocken Borough	
School District:	Colonial	
* ASSOCIATED DOCUMENT(S):		
CONSIDERATION/SECURED AMT:	\$207,500.00	DEED BK 5657 PG 01190 to 01194 Recorded Date: 07/27/2007 09:11:58 AM
FEES / TAXES:		I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee: Deed	\$46.50	
State RTT	\$2,075.00	
Conshohocken Borough RTT	\$1,037.50	
Colonial School District RTT	\$1,037.50	
Total:	\$4,195.50	



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

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

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

Prepared by and Return to:

Greater Montgomery Settlement Services, LLC
790 Penllyn Pike
Ste. 202
Blue Bell, PA 19422
File No. GMSS4883M
UPI # 05-00-09036-00-4

This Indenture, made the 13 day of July, 2007,

Between

NANCY POLLICK

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

JOSHUA M. LEVIN

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Two Hundred Seven Thousand Five Hundred Dollars 00/100 (\$207,500.00)** lawful money of the United States of America, unto her well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

ALL THAT CERTAIN lot or piece of land, with the messuage thereon erected, situated in the Borough of Conshohocken, Montgomery County, Pennsylvania, and known as No. 241 West Sixth Avenue, bounded and described as follows:

BEGINNING at a stake on the Southwesterly side of Sixth Avenue, at a distance of sixty two feet Southeasterly from Wood Street, a corner of this and land now or late of Rose McAdams; THENCE Southwesterly along the line of said land, one hundred and forty feet to an alley twenty feet wide; THENCE Northwesterly along the Northeasterly line of said alley, seventeen feet to a corner of land now or late of Edward Dempsey; THENCE along said land, Northeasterly, one hundred and forty feet to Sixth Avenue aforesaid and along the Southwesterly side thereof, Southeasterly seventeen feet to the place of beginning.

PARCEL NO. 05-00-09036-00-4

BEING the same premises which Mary Ann Canale, Executrix of the Estate of Berry Corson Elwood, Deceased, by Indenture dated 02-27-02 and recorded 03-19-02 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5400 Page 671, granted and conveyed unto Nancy Pollick, as sole owner.

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

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

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

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

Sealed and Delivered
IN THE PRESENCE OF US:

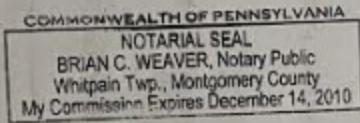
Nancy Pollick (SEAL)
Nancy Pollick

Commonwealth of Pennsylvania } ss
County of Montgomery

On this, the 13 day of July, 2007, before me, the undersigned Notary Public, personally appeared **Nancy Pollick**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Brian C. Weaver
Notary Public

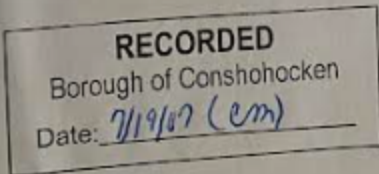


My commission expires _____

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

241 West Sixth Avenue
Conshohocken, PA 19428

Brian C. Weaver
On behalf of the Grantee



Deed

UPI # 05-00-09036-00-4

Nancy Pollick

TO

Joshua M. Levin

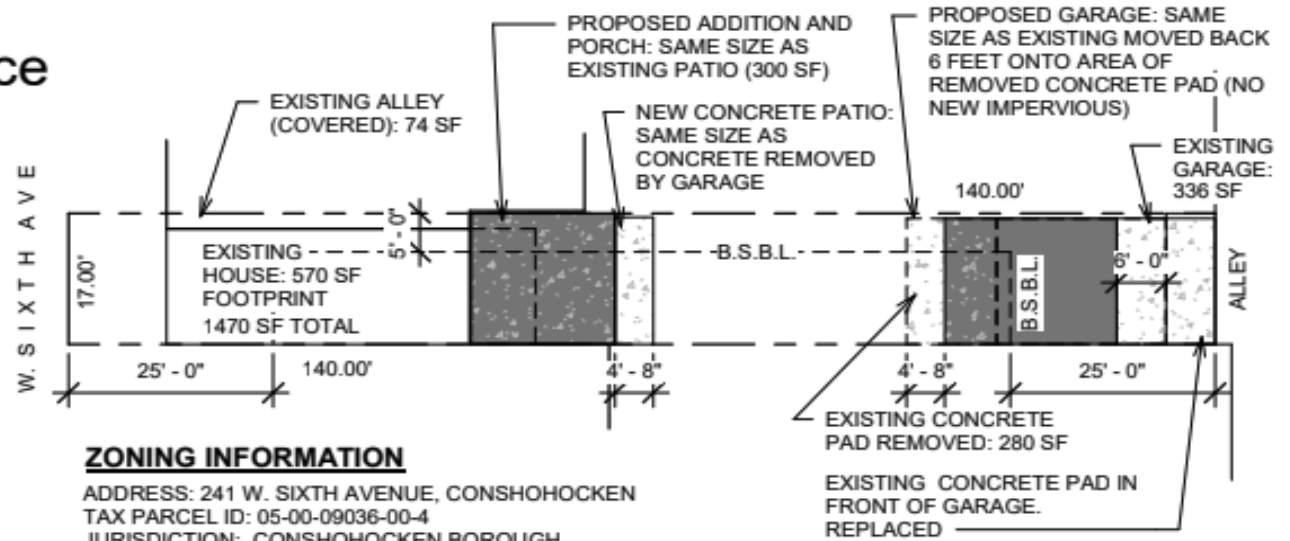
Greater Montgomery Settlement
Services, LLC
790 Penllyn Pike
Ste. 202
Blue Bell, PA 19422

Levin Residence

241 W. Sixth Ave
Conshohocken PA

Plot Plan

Scale 1"= 20'-0"
Design 1.1
November 16, 2023



ZONING INFORMATION

ADDRESS: 241 W. SIXTH AVENUE, CONSHOHOCKEN
TAX PARCEL ID: 05-00-09036-00-4
JURISDICTION: CONSHOHOCKEN BOROUGH
ZONING DISTRICT: BR-1 RESIDENTIAL

PRIMARY USE: SINGLE FAMILY SEMI-DETACHED DWELLING (ALLOWED BY RIGHT)

AREA, SETBACK, AND COVERAGE REQUIREMENTS

	<u>REQUIRED</u>	<u>EXISTING</u>	<u>PROPOSED</u>
MINIMUM LOT AREA	2800 SF	2380 SF	NO CHANGE
MIN. LOT WIDTH AT B.S.B.L.	25 FEET	17 FEET	NO CHANGE
MAX BUILDING HEIGHT	35 FEET	< 35 FEET	NO CHANGE
MIN BUILDING WIDTH	20 FEET	15 FEET	NO CHANGE
MAX BUILDING COVER	35 % (833 SF)	41.2 % (980 SF)	53.8% (1280 SF)
YARDS			
FRONT	25 FEET	12 FEET +/-	NO CHANGE
SIDE (EACH)*	5 FEET	0/2 FEET	NO CHANGE
REAR	25 FEET	0 FEET	16' -8"
IMPERVIOUS COVERAGE	60% (1428 SF)	65.5% (1560 SF)	NO CHANGE
HOUSE FOOTPRINT		570 SF	870 SF**
EXISTING ALLEY (COVERED)		74 SF	NO CHANGE
REAR PATIO		300 SF	0 SF
DETACHED GARAGE		336 SF	NO CHANGE (RE-LOCATED)
EXISTING CONCRETE PADS (@ GARAGE)		280 SF	NO CHANGE (RE-LOCATED)
TOTALS		1560 SF	1560 SF

NET IMPERVIOUS GAIN: 0 SF.

* SIDE YARD FOR SEMI-DETACHED WOULD BE THE SIDE THAT DOES NOT INCLUDE A SHARED COMMON WALL

** PROPOSED ADDITION REPRESENTS A 20% INCREASE IN SF TO THE EXISTING HOUSE



Jeffrey Harris Architect
16 FERRY ROAD
DOYLESTOWN, PA 18901
(215) 605-4054 phone
jeff@jhamonarchitect.com



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

ZONING NOTICE JANUARY 29, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-03

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on January 29th, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Carl Daddona and Melissa Daddona
113 West 2nd Avenue, Conshohocken PA 19428

PREMISES INVOLVED: 113 West 2nd Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: Carl Daddona and Melissa Daddona
113 West 2nd Avenue, Conshohocken PA 19428

The petitioner is seeking a variance from Section §27-811.C.(1) of the Conshohocken Borough Zoning Ordinance to permit a 23 feet high accessory garage building, whereas an accessory building that has a peak roof shall not exceed 15 feet in height.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Date: December 26, 2023

To: Stephanie Cecco, Allison Flounders

From: Allison A. Lee, PE

Re: 113 West Second Avenue – Zoning Determination

History of the Site:

113 West Second Avenue is comprised of an existing two-story single-family detached residential dwelling that was constructed in 1930. The 5,072 SF property is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by West Second Avenue to the north; a 20-foot wide unnamed alley to the south and rear of the property; and residential properties also located within the BR-1 zoning district in all other directions.

There is an existing covered patio located to the rear of the existing dwelling. The property has an existing accessory 480 SF (20 ft wide by 24 ft long by 16 ft high) detached garage located to the rear of the property with access from the unnamed alley, as well as, an off-street parking area adjacent and to the east of the existing detached garage. The existing detached garage has a sloped asphalt shingle roof with the peak along the west garage wall sloped down to the east garage wall. A slate walkway in the rear yard provides access from the covered patio to the detached garage and off-street parking area.

Current Request:

The property owner is proposing to renovate the existing detached garage located to the rear of the property. As part of the garage renovations, the applicant is proposing to construct a second floor to the existing footprint of the detached garage by replacing the existing sloped roof to a gable roof and extending the height of the garage from 16 feet to 23 feet. The roof extension will allow added storage space in the upper floor of the garage and the ground floor will be used for vehicle parking.

The Applicant is seeking a variance from Section §27-811.C.(1) of the Conshohocken Borough Zoning Ordinance to permit a 23 feet high accessory garage building whereas an accessory structure that has a peak roof shall not exceed 15 feet in height.

Zoning Determination:

In accordance with Part 8, General Regulations, Section §27-811.A.(1), of the Borough Zoning Ordinance, uses accessory to dwellings include a private garage. The size of accessory buildings is governed by the code provisions of Section §27-811.C. Per Section §27-811.C.(1), any freestanding building used for an

accessory use shall not exceed 350 square feet in area or 15 feet in height if the structure has a peak roof or 10 feet in height if it has a flat roof. Since the Applicant is proposing to extend height of the garage from an existing nonconforming height of 16 feet to 23 feet, the Applicant will be required to seek a variance from Section §27-811.C.(1) to permit a 23 feet high accessory building whereas, only a 15 feet high accessory structure is permitted.

Since the Applicant is renovating and extending the roof to an existing garage on the property with no change to the existing building footprint, there will be no change to the existing 1,567 SF (approximately 31%) building and 1,788.5 SF (approximately 35%) impervious coverages on the site.



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

RECEIVED

Zoning Application

Application: Z-2024-03
Date Submitted: 12/14/23
Date Received: 12/14/23

1. Application is hereby made for:

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

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

Section 27-811.C.(1)

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

113 West 2nd Ave

4. Applicant's Name: Carl and Melissa Daddona

Address: 113 West 2nd Ave

Phone Number (daytime): 610-733-6159

E-mail Address: cdaddona@comcast.net

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

6. Property Owner: Carl and Melissa Daddona

Address: 113 West 2nd Ave

Phone Number: 610-733-6159

E-mail Address: cdaddona@comcast.net

7. Lot Dimensions: 31.7 x 160 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.

single family home with detached garage.
home = 18 x 42
garage = 20 x 24

10. Please describe the proposed use of the property.

single family home with detached garage.

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

Our current garage is in disrepair. The original roof and second floor are collapsing and there is a hole in the roof. the door is below grade and garage floods any time there is rain. Improved building would update a dilapidated building and improve the neighborhood.

We are requesting a variance to raise the roof from 16 to 23 feet. The reason for the request is to create usable storage space on the second floor so that I can take full advantage of the parking on the first floor, which is currently used for storage.

Requested variance is consistent with the character of surrounding neighborhood.

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

Garage is in disrepair and needs to be renovated. Improved building would update a dilapidated building and improve the neighborhood. On-street parking has become increasingly difficult due to various developments.

1. Our neighbor across the street has installed a driveway, there are now two driveway cut outs directly across the street from our house. (picture provided)
2. Increase in businesses using Second Avenue for parking on a regular basis. Fayette St. bars, Cigar Republic and Penn Club on Forrest increasingly using Second Avenue for parking and on-street parking is significantly more difficult than it has been. There are 2 new apt units and currently up for rent.
3. Recent break-in attempts of cars parked on street.
4. The Cencora building and parking garage are 1/2 a block away and dominate the skyline. Additional height of garage would not impact skyline.
5. The requested height is consistent with existing garages and shorter than some.

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

a. The unique characteristics of the property: N/A

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

Current zoning restrict the use of the second floor to a barely accessible crawl space. We are asking to extend the height so that the space is accessible and usable for storage.

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

Requested height is consistent with existing garages. There are 3 neighboring garages that are 19-20' tall. Our neighbor directly across the street recently increased their garage height significantly to approximately 28'. The Cencora building and parking garage are 1/2 block away and dominate the skyline. Additional height of garage would not impact skyline.(picture provided). Garage would not be visible from the street.

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 requested variance would provide a usable/accessible storage space on second floor while allowing for properly pitched roof.

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

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

N/A

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

N/A

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

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

N/A

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

N/A

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

N/A

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

a. Attorney's Name: N/A

b. Address: N/A

c. Phone Number: N/A

d. E-mail Address: N/A

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

CARL L DABOWA JR
Legal Owner

12/14/2023
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 14TH day of December, 2023.

[Signature]
Notary Public

(Seal)

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



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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: _____

019583

CB PREFERRED LAND TRANSFER, LLC
BLUE BELL FOUR
790 PENNLYN PIKE - SUITE 202
BLUE BELL, PA 19422
215-283-4800 FAX 215-283-4801

50
13.00
13.00
5.00
2.00
3.00
1.00

This Indenture

Made the 8 day of July, 2003,

Between National Residential Nominee Services, Inc. a Delaware Corporation (Grantor), of the one part, and

^{L.} Carl Daddona, Jr. and ^{A.} Melissa Daddona (Grantees), of the other part,

REALTY TAX PAID
STATE 2,550.00
LOCAL 2,550.00
PER 8/27/03

Witnesseth, That the said Grantor for and in consideration of the sum of TWO HUNDRED FIFTY-FIVE THOUSAND ; HUNDRED AND 00/100-----

----- (\$255,000) -----Dollars, lawful money of the United States of America, unto it well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantees, their heirs and assigns,

ALL THOSE SEVEN CERTAIN town lots or pieces of land, Nos. 44 to 50 inclusive as laid out by Horace C. Jones, in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as one lot as follows, viz:

BEGINNING at a stake on the West corner of Second Avenue and Forrest Street; THENCE Southwesterly along the Northwest side of said Forrest Street 160 feet to the margin of a 20 feet wide alley laid out for the common use, of these and other lots bordering thereon; thence Northwestwardly along the margin of said alley 151.7 feet to a point a corner of this and Lot No. 51; thence Northeasterly at right angles to said 20 feet wide alley 160 feet to the Southwest side of Second Avenue aforesaid; thence Southeasterly 151.7 feet to the place of beginning.

EXCEPTING THEREOUT AND THEREFROM three lots or pieces of land conveyed by Antonio DiJiosia and Anna, his wife, by Deeds dated August 12, 1955 and recorded in Deed Book 2610 Pages 90, 93 and 185, bounded and described as follows:

ALL THAT CERTAIN tract or piece of land located in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, as shown on Plan of Survey by John V. Hoey, R.D., dated February 9, 1955 and bounded and described as follows:

BEGINNING at a point in the Southwest side of Second Avenue (80 feet wide) at a distance of 80 feet measured North 49 degrees West from the Northwest side of Forrest Street (50 feet wide); thence North 49 degrees West along the said side of Second Avenue for a distance of 40 feet to a point, a corner; thence South 41 degrees West, along land now or formerly of Antonio DiJiosia, for a distance of 160 feet to a point in the Northeast side of an alley (20 feet wide); thence South 41 degrees East, along said side of alley for a distance of 40 feet to a point, a corner; thence North 41 degrees East, along land now or formerly of John DiJiosia, for a distance of 160 feet to the point of beginning.

DB 5473PG0123

03 SEP 15 AM 8:53

BEING known as 109-111 W. Second Avenue.

ALL THAT CERTAIN tract or piece of land located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, as shown on Plan of survey by John V. Hoey, R.E. dated February 9, 1955 and bounded and described as follows:

BEGINNING at a point in the Southwest side of Second Avenue (80 feet wide) at a distance of 40 feet measured North 49 degrees, West from the Northwest side of Forrest Street (50 feet wide); thence North 49 degrees West, along said side of Second Avenue for a distance of 40 feet to a point, a corner; thence South 41 degrees West along land now or formerly of John DiJiosia for a distance of 160 feet to a int in the Northeast side of an alley 20 feet wide; thence South 49 degrees, East, along said side of alley, for a distance f 40 feet to a point a corner; thence North 41 degrees East, along land now or formerly of Peter DiJiosia, for a distance of 160 feet to the point of beginning.

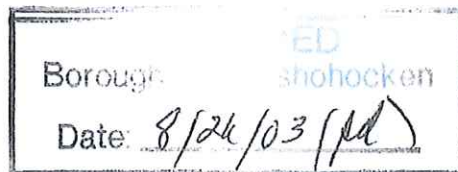
BEING known as 105-107 West Second Avenue.

BEING Assessment Parcel Number 05-00-07644-001.

BEING the same premises which Paul E. Willard, an unmarried man, by Deed dated 6-28-03 and recorded 9-15-03 in the Office of the Recorder of Deeds for Montgomery County in Deed Book Volume 5473, Page 119, granted and conveyed unto National Residential Nominee Services, Inc. a Delaware Corporation, in fee.

UNDER AND SUBJECT, NEVERTHELESS, to all reservations, restrictions, covenants, conditions, easements, leases and rights of way appearing of record.

This deed is being delivered to Grantee(s) on August 20, 2003 and is effective as to Grantee(s) as of this date, not the date of its execution or acknowledgment.



MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-07644-00-1 CONSHOHOCKEN
113 W SECOND AVF
WILLARD PAUL E
B 008 U 056 L

1101 DATE: 09/08/05

5.00 DB 5473 PGO 124

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

To have and to hold the said lot or piece of ground above described with the buildings and improvements thereon erected, the 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 itself, its successors and assigns, does by these presents covenant, grant, promise and agree, to and with the said Grantee ~~s,~~ ~~their~~ heirs and assigns, by these presents, that if the said Grantor, its successors and assigns, all and singular the hereditaments and premises herein above described and granted or mentioned and intended so to be, with appurtenances, unto the said Grantee ~~s,~~ ~~thei~~ heirs and assigns, against it, the said Grantor and its successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under, him, her, or any of them, shall and will subject as aforesaid

WARRANT and forever DEFEND .

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

Sealed and Delibered

In the Presence of us:

National Residential Nominee Services, Inc. a Delaware Corporation

(Corporate Seal)

By: *Sherri Fowler* (SEAL)

Name: *Sherri Fowler*

Title: *VICE PRESIDENT*

Attest: _____ (SEAL)

Name:

Title:

#19583	
CONSHOCKEN BORO	2550.00
STATE STAMP	2550.00
TOTAL	5100.00
CHECK	5100.00
CHANGE	0.00
ITEM 2	

005473PG0125

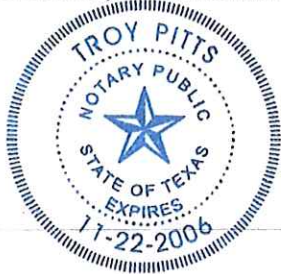
09-15-03 MON #1 CASH-07 8276 11:03TH

State of TEXAS
County of DALLAS

ss:

On this, the 8th day of July, 2003, before me, a Notary Public for the State of
residing in the County of _____
the undersigned Officer, personally appeared Sherril Fowler
who acknowledged himself/herself to be the VICE PRESIDENT
of National Residential Nominee Services, Inc. a Delaware Corporation, and he/she as such officer, being
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name
of the corporation by himself/herself as VICE PRESIDENT

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



Troy Pitts
Notary Public

My Commission Expires: 11-22-2006

GRANTOR(S): National Residential Nominee Services, Inc. a Delaware Corporation

GRANTEE(S): Carl Daddona, Jr. and Melissa Daddona

PREMISES: 113 West Second Avenue, Conshohocken, PA 19428

PARCEL ID. NO.: 05-00-07644-00-1

RECORD AND RETURN TO:

The address of the above named Grantee is:

113 W. 2nd Ave Conshohocken PA 19428

on behalf of the Grantee

[Signature]



[Signature]

005473PG0126

Google map view:



Two driveway cutouts directly across the street.

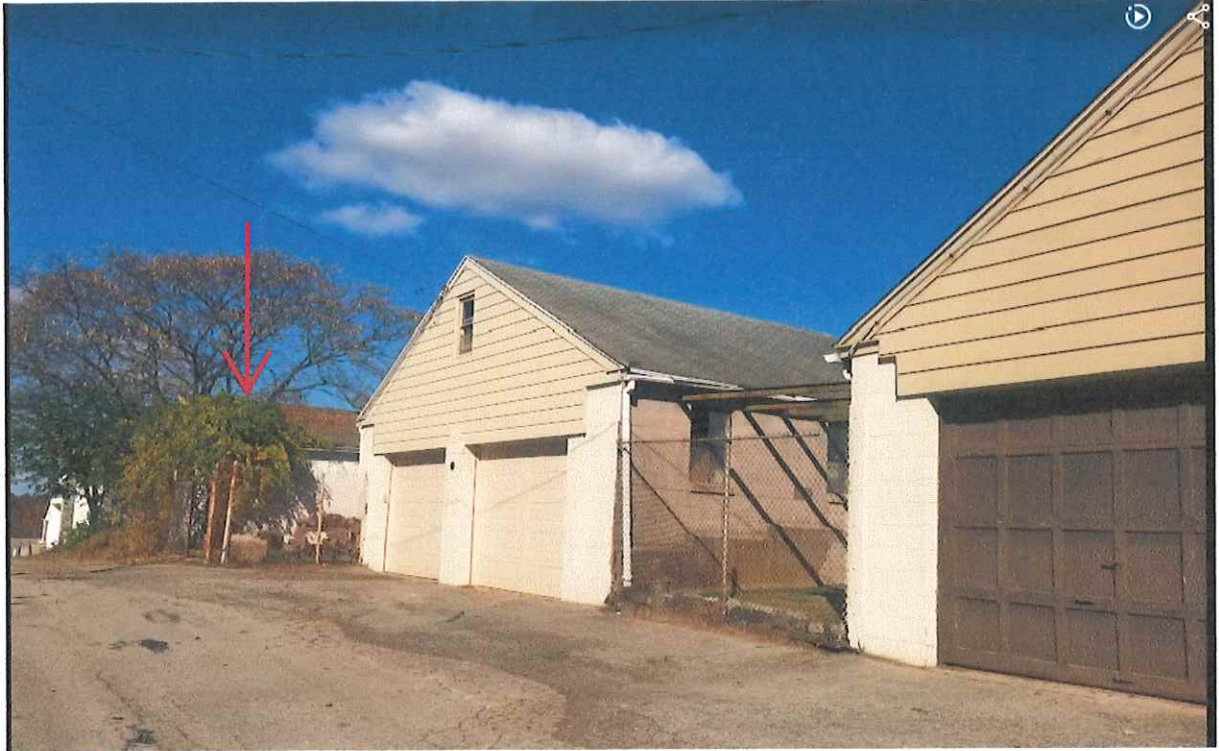


Picture of Cencora and garage from house.

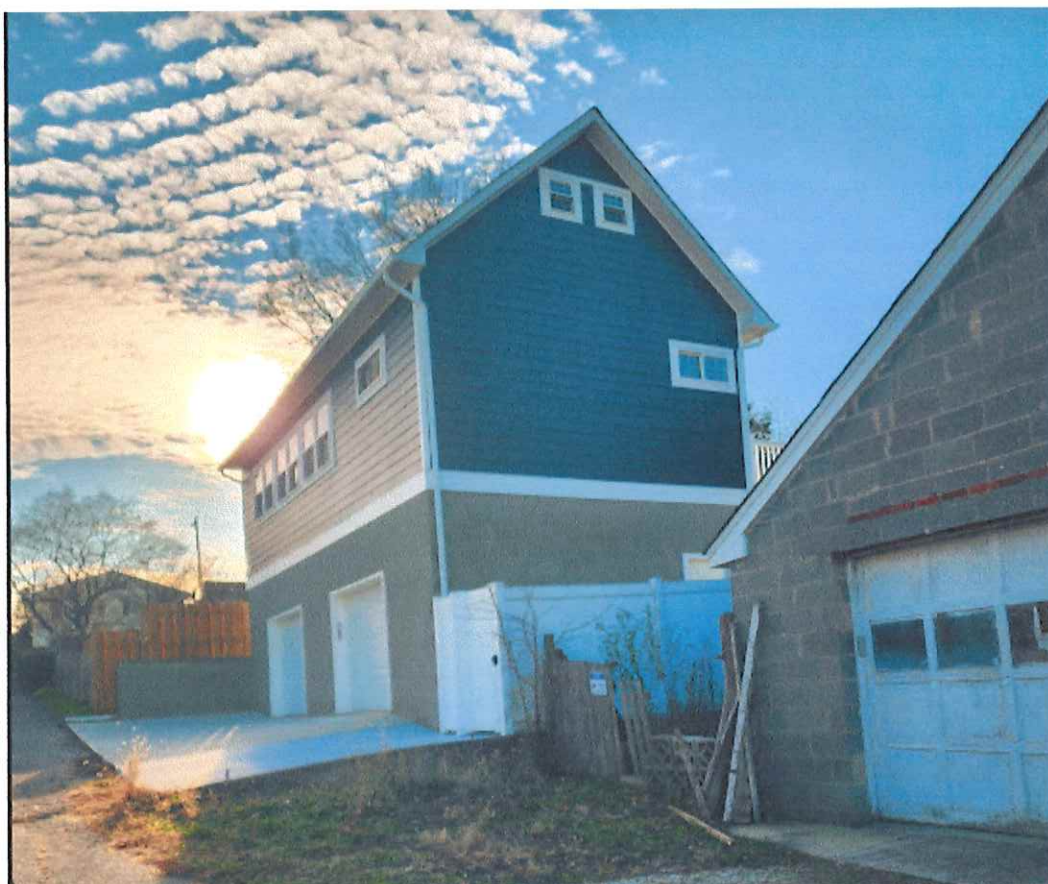


Picture of neighboring garages.





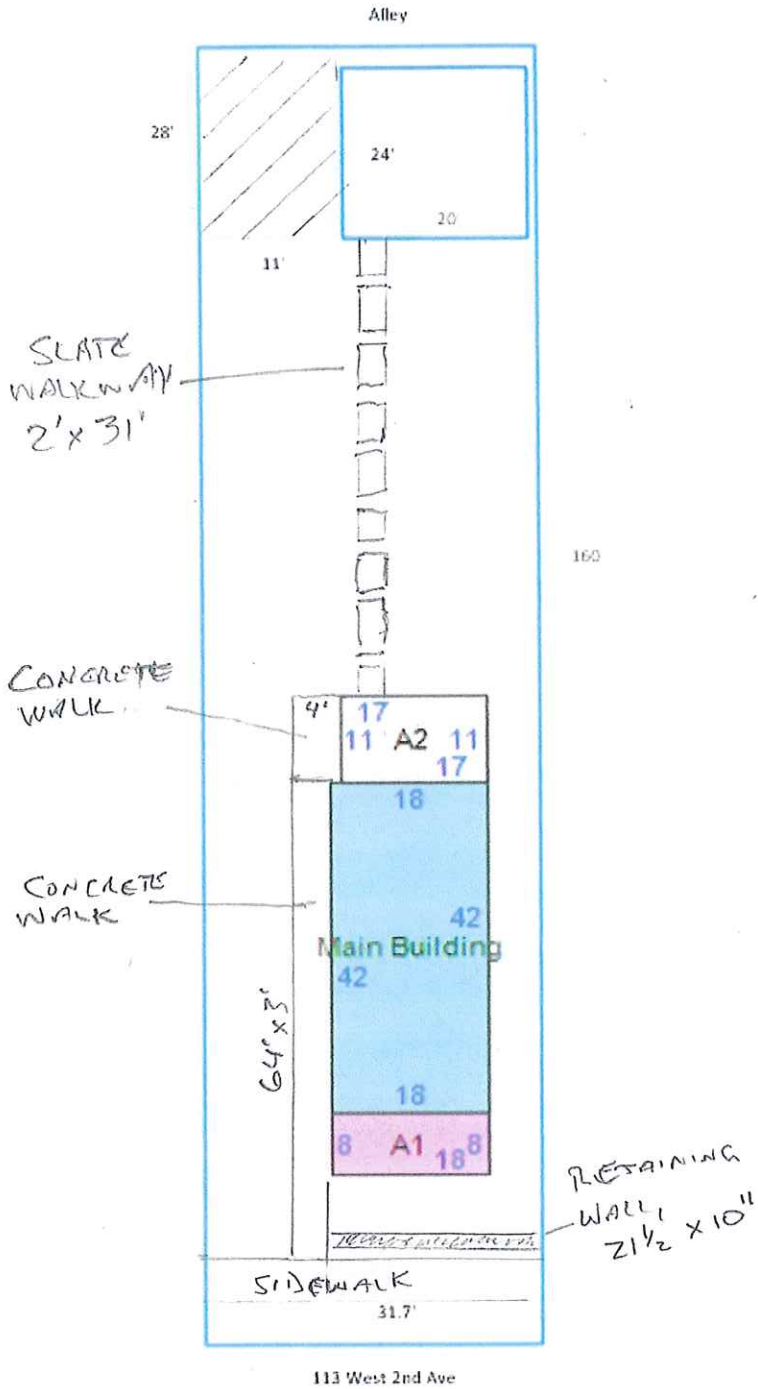
Directly across the street.

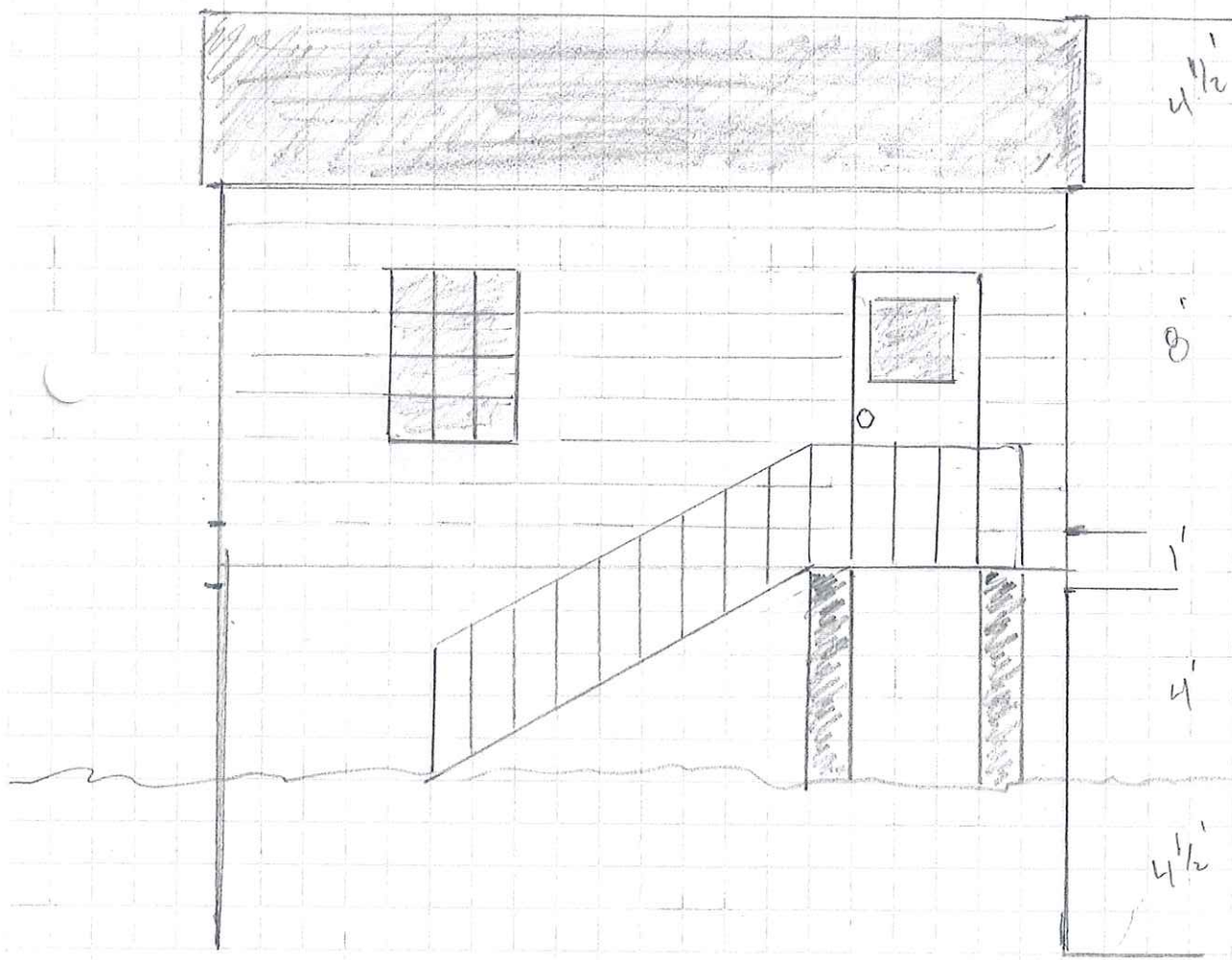


Same, Directly across the street.

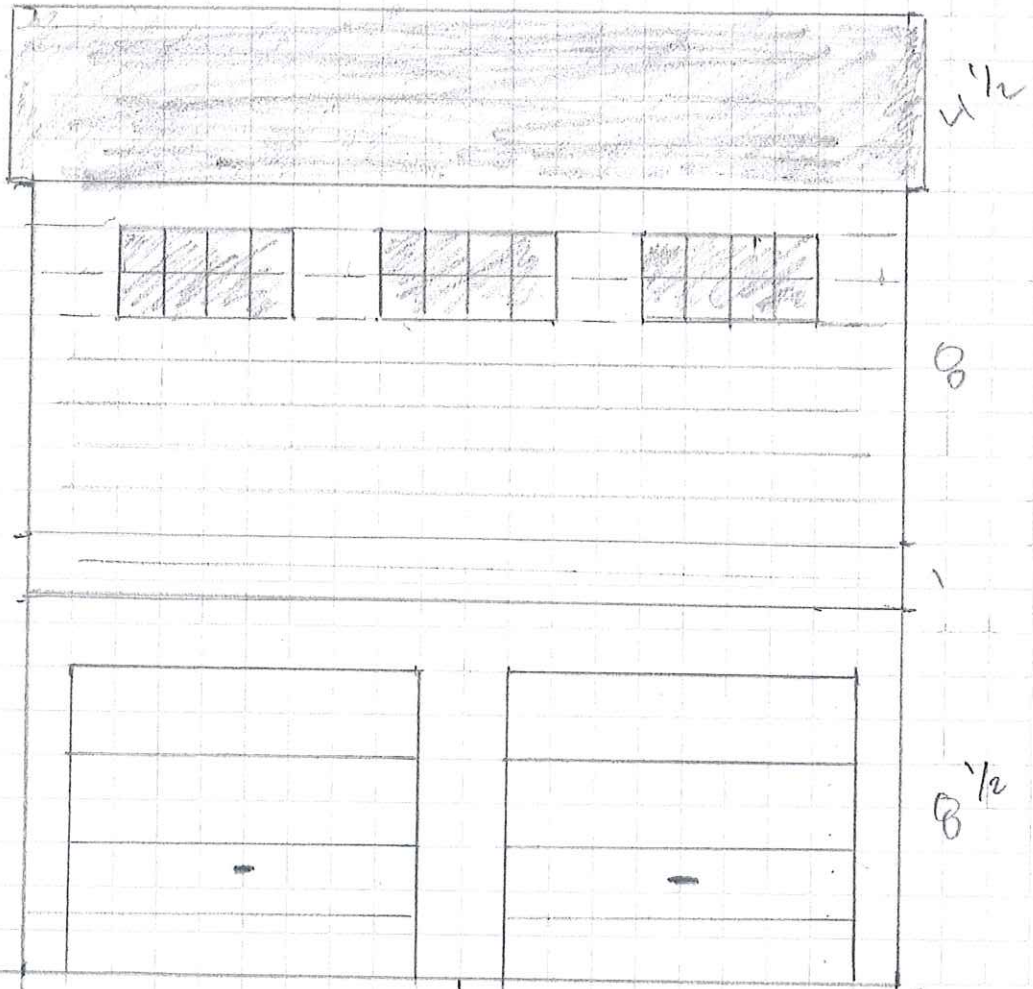


113 West 2nd Site Plan

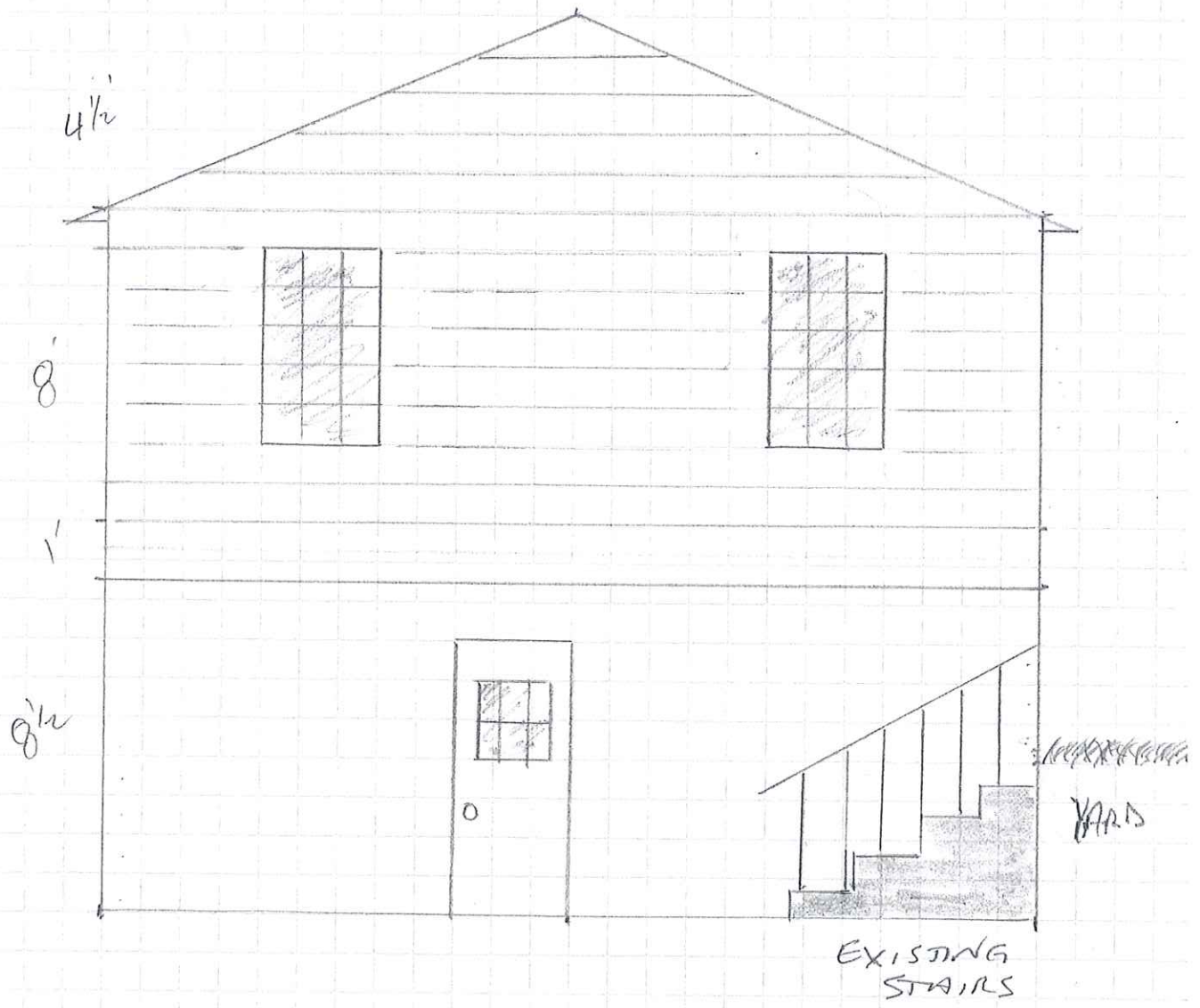




NORTH ELEVATION
(FROM HOUSE)



SOUTH ELEVATION
(FROM ALLEY)



EAST ELEVATION
(FROM SIDE)



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

ZONING NOTICE JANUARY 29, 2024 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2024-04

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on January 29th, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Vacante Style Parlor, LLC
9 Red Maple Drive, Lafayette Hill, PA 19444

PREMISES INVOLVED: 400 East 10th Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: James Cerrato and Theresa Cerrato
14 Equestrian Lane, Blue Bell, PA 19422

The petitioner is seeking a Special Exception pursuant to Section §27-703.B.(1) and variances from Sections §27-1002, §27-2002, and §27-2106.2 of the Conshohocken Borough Zoning Ordinance to permit a change in use of the existing nonconforming commercial office use to another nonconforming barber shop use, and whereas a barber shop use is not a permitted use by right within the BR-1 – Borough Residential One zoning district; as well as to not provide the required off-street parking spaces for the proposed new use and to permit a new 3.33 SF non-illuminated projecting wall sign for the proposed business when only a maximum 2 SF size sign is permitted.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Date: January 23, 2024
To: Stephanie Cecco, Allison Flounders
From: Allison A. Lee, PE
Re: 400 East Tenth Avenue - Zoning Determination

History of the Site:

400 East Tenth Avenue is an existing non-conforming mixed-used property developed with a 2-story, 1,548 square-foot brick and masonry building that was constructed in 1925. The 2,660 SF parcel is a corner property located within the BR-1 - Borough Residential One zoning district.

The property is fronted by East Tenth Avenue to the south and Jones Street to the west; an approximately 20-foot wide unnamed alley located to the north and rear of the property; and residential properties in all other directions.

The property is comprised of two (2)-one-bedroom apartments on the second floor and a commercial office space on the ground floor. There is no off-street parking provided on the property. The commercial space on the ground floor has undergone several changes in use since the 1960's. The Montgomery County property records indicates the commercial use of the property was a deli and grocery store known as Jim's Quality Cold Cuts. The grocery store use on the property continued until 1995. Subsequently, a photography studio occupied the commercial space until 2019. In accordance with the Zoning Hearing Board decision and order dated October 21, 2019, a Special Exception was granted under zoning application no. 2019-11 to permit the change in use of the nonconforming photography studio use to another nonconforming use by Home Owner management Company (a.k.a. Home Alert) to occupy the commercial ground floor space of the property as a commercial office use. Additional relief obtained under the October 21, 2019 Zoning Hearing Board decision and order under zoning application no. 2019-11 included no off-street parking and the installation of a 20" x 24" (3.33 SF) projecting wall sign. The granting of the Special Exception and variances were subject to the commercial space use for Home Alert office only; that the employees of the Home Alert office are limited to parking on Jones Street only; and the sign shall not be illuminated. Currently, no projecting wall sign is mounted on the property.

Current Request:

The prospective tenant, Chris Vacante, dba Vacante Style Parlor, LLC, is proposing to make minor interior renovations to the existing nonconforming commercial office space located on the ground floor to another nonconforming barber shop use. The Applicant is not proposing any change to the apartments use on the 2nd floor; nor anticipate any exterior changes to the building subject to compliance with building codes requirements as part of this zoning application.

The proposed barber shop will have three (3) barber styling chairs for customers, one (1) wash station, and up to six (6) chairs for customers in the waiting area. The Applicant anticipates one (1) full time barber on site and Mr. Vacante on an as-needed basis during the first year. Clientele will be required to set appointments online. The proposed hours of operation will be Tuesdays thru Fridays from 8:00 AM to 7:00 PM, and Saturdays from 8 AM to 2 PM.

The Applicant is seeking a Special Exception pursuant to Section §27-703.B.(1) and variances from Sections §27-1002, §27-2002, and §27-2106.2 of the Conshohocken Borough Zoning Ordinance to permit a change in use of the existing nonconforming commercial office use to another nonconforming barber shop use, and whereas a barber shop use is not a permitted use by right within the BR-1 - Borough Residential One zoning district; as well as to not provide the required off-street parking spaces for the proposed new use and to permit a new 3.33 SF non-illuminated projecting wall sign for the proposed business when only a maximum 2 SF size sign is permitted.

Zoning Determination:

The above referenced property is located within the BR-1 - Borough Residential District 1 zoning district and is subject to provisions of Part 7 of the Conshohocken Borough Zoning Ordinance for nonconforming structures, uses, and lots. The existing mixed-use building with two (2) apartment units on the second floor and a commercial use on the ground floor are not permitted by right uses where Section §27-1002 of the BR-1 zoning district only allows for single-family detached and semi-detached dwellings and accessory uses.

Per Section §27-703.B.(1), a change in 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 proposed change of use for the commercial space on the ground floor of the building from a commercial office to a barber shop use constitutes a change of a nonconforming use to another nonconforming use, requiring a special exception from the Zoning Hearing Board pursuant to Section §27-703.B.(1). A variance from Section §27-1002 to permit a barber shop use is not applicable since the property is an existing nonconforming use within the BR-1 - Borough Residential District 1 zoning district and is subject to Part 7 - Nonconforming Structures, Uses, and Lots.

Per Section §27-2009, mixed or multiple uses within a single structure or building or the use of land, the amount of off-street parking required shall be determined by the sum of the requirements of the various uses computed separately in accordance with Section §27-2002 for the required off-street parking capacity of various uses. Per Section §27-2002, the required off-street parking capacities required for the mixed-use building is calculated as follows:

- A dwelling unit comprising of a one-bedroom unit requires 1.5 spaces per dwelling unit:
Two (2) 1-bedroom units x 1.5 parking spaces = 3 parking spaces
- A business or administrative offices requires 1 space per 250 SF of gross floor area:
1500 SF / 250 SF = 6 parking spaces
- A barber, beautician, tailor, or similar type requires 3 space per barber, beautician or similar practitioner, plus 1 space per 2 employees not included in the practitioner count:
3 Barber chairs = 3 barbers x 3 parking spaces + 1 parking space for up to 2 employees = 10 parking spaces

Under the former commercial office use, a total of 9 off-street parking spaces would have been required. Under the proposed barber shop use, a potential total of 13 off-street parking spaces will be required. The prior zoning relief granted a variance to permit no off-street parking for the commercial office use which would have required a total of 9 off-street parking spaces for the site. With the proposed barber shop use, a total of 13 off-street parking spaces for the site is required, which is an additional 4 off-street parking spaces more than the prior use. The Applicant is not proposing any off-street parking spaces on the site. Therefore, the Applicant is required to seek a variance from Section §27-2002 to permit no off-street parking on the site for the proposed barber shop use, whereas a total of 13 off-street parking spaces would be required for the site.

Signage is subject to Part 21 of the Conshohocken Borough Zoning Code, specifically, Sections §27-2105 for general sign regulations and §27-2106 for signs permitted within the BR-1 zoning district. Per §27-2106.2, a sign is permitted for professional, accessory use, home occupation or name signs on the same lot with and indicating the name, profession or activity of the occupant of the dwelling, provided that the area of any one side shall not exceed two (2) square feet, and provided that not more than one such sign shall be erected for each permitted use or dwelling. The Applicant is proposing to mount a non-illuminated 20" x 24" (3.33 SF) projecting wall sign for the proposed barber shop use, which will exceed the maximum two (2) SF permitted within the BR-1 zoning district.

Under the October 21, 2019 Zoning Hearing Board decision and order zoning under application no. 2019-11, a variance from Section §27-2106 for a non-illuminated 20" x 24" (3.33 SF) projecting wall sign was granted for the prior Home Owner management Company (a.k.a. Home Alert) commercial office business; however, per the current zoning application, the projecting wall sign was never installed. No signage currently exists on the site. Per §27-613, unless otherwise specified by the Zoning Hearing Board, a special exception or variance shall expire if the applicant fails to obtain any and all permits within one year of the date of approval. Since no expiration date was specified in the Zoning decision and order and no permits were obtained for the sign, it is considered that the prior variance granted from Section §27-2106 for a non-illuminated 20" x 24" (3.33 SF) projecting wall sign has expired. Therefore, the Applicant is required to seek a variance from Section §27-2106.2 to permit a 3.33 SF non-illuminated projecting wall sign whereas the sign area shall not exceed two (2) SF.



Mark S. Danek, Esquire
Direct Dial: 484-344-5429
E-mail: mark.danek@obermayer.com

1001 Conshohocken State Road
Suite 1-210
West Conshohocken, PA 19428

www.obermayer.com

P 610-234-4877
F 610-825-4549

September 29, 2023

Borough of Conshohocken
Zoning Hearing Board
400 Fayette Street, 2nd Floor
Conshohocken, PA 19428

RE: PARCEL ID. 05-00-10196-00-5 – 400 East Tenth Avenue

Dear Zoning Hearing Board:

My office represents the Applicant, Vacante Style Parlor, LLC.

The Subject Property is located in the R1 zoning district. Applicant proposes to utilize the existing commercial office space (approximately 1600 sq. ft.) located on the first floor of the Subject Property as a Barber Shop. The non-conforming structure also houses two one-bedroom dwelling units on the second floor (also a non-conforming use).¹

To secure the requested relief, Applicant seeks: (i) a Special Exception (§27-703 and 27-1002) to allow for the change from one non-confirming use to another use that is equally appropriate or more appropriate; a Variance from §27-2002 Off Street Parking to provide 0 off-street parking stalls where fourteen would be required; and (iii) a Variance from §27-2106 to allow for non-illuminated projecting exterior wall sign with dimensions of no larger than 20" x 24".²

Special Exception - §27-703 and §27-1002 – Change in Non-Confirming Use

The History of the Subject Property: Based upon evidence adduced at the 2019 zoning hearing, the first floor of the Subject Property contained commercial uses beginning in the 1960's. Later in time, the first floor was used as corner grocery store with no off-street parking for customers up until 1995.

In 2018, the Board granted a special exception (similar to the current request) to allow a photography studio to occupy the first floor, have customers coming into the studio for

¹ The second floor of the Subject Property is not part of this application and will not be utilized by the Applicant.

² Applicant attaches to this Addendum the October 21, 2019 Decision of the Board permitting (i) the change from a photography studio to an office space use as a special exception, (ii) no off-street parking where up to ten (10) off-street parking stalls were required for the office use, and (iii) a non-illuminated projecting wall sign with dimensions of 20"x24". It is Applicant's understanding that no exterior signage was ever installed at the Subject Property.

photographs, and provide no off-street parking. The office use had 4-6 employees at the office each day, with operating hours of 8 a.m. to 5 p.m. Monday thru Friday. See attached Decision.

The Current Request: Applicant is an established barber shop located in Norristown (Eagleville). Applicant is owned by Chris Vacante. The proposed barber shop would have three chairs for customers, one wash station, and five or six chairs for customers in the waiting area.

During the first year of operation, Applicant expects to have one full time barber located on premises. The barber is a Conshohocken resident that lives on East Tenth Avenue who is just starting out in his vocation. Mr. Vacante would be available to help out at the Subject Property on an “as-needed” basis as the new barber develops his book of business.

The proposed hours of operation are Tuesday thru Friday 8 a.m. until 7 p.m. and Saturday 8 a.m. until 2 p.m. The hours may change depending on customer demand.

All clientele are required to set an appointment in advance online. So, there would not be large crowds of people waiting for a haircut.

Applicant will not make any major changes to the interior first floor commercial space. Applicant proposes to install a single wash sink near the existing bathroom. Applicant will follow the Borough Commercial Code Officer’s recommendations with respect to any “ADA” modifications that may need to be made to bring the space up to the current code requirements.

Applicant does not propose to make any alterations to the exterior of building.

Applicant expects that each barber could handle no more than two (2) clients per hour. Thus, during the first year, it is expected that the shop will see 2-4 customers/ hour – assuming that the days are fully booked. If three barber chairs are fully booked during a given day, the shop could see as many 6 customers per hour.

Applicant does not anticipate any large delivery trucks bringing in supplies – mainly FEDEX and UPS deliveries as needed. Currently, Applicant purchases and brings to his Eagleville Shop all needed supplies.

Applicant submits that the current request is equal to or more appropriate than the prior office space use – as well as the grocery store that operated at the subject property until 1995. The proposed use is consistent with the essential character of the neighborhood and represents the minimum relief required to make reasonable use of the space. It bears emphasizing that “Diamond Cuts” beauty salon is directly down the street from the subject property on Jones Street.

The proposed use would not impair the use or development of an adjacent property.

The proposed use will bring a much needed service to the citizens of Conshohocken, and will be operated by a Conshohocken resident. Thus, there is no detriment to the public welfare.

Variance - §27-2002 – Parking

Pursuant to §27-2002, a barber shop use requires 3 spaces per barber plus 1 space for every 2 employees not included in the foregoing. With three barber chairs, the Code requires a maximum of nine (9) stalls for each barber and his customers.³ Sec. 27-2002 also requires that 1.5 off-street stalls be provided for each multi-family dwelling unit. Thus, the total parking requirement for the subject property is twelve (12) total stalls.

As mentioned above, the Board previously allowed the office use to provide zero off-street parking stalls where ten (10) was required. Here, the barber shop use has a slightly higher parking requirement. However, the request for a variance to allow for an additional two off-street parking stalls be provided is modest in nature and represents the minimal relief required to make reasonable use of the space.

If the Board sees fit to grant the requested variance, Applicant would be willing to accept the same condition placed on the prior office use – all customers and employees would be required to park on Jones Street (and not on East Tenth Avenue).

Variance - §27-2106 – Exterior Signage

Barbers are licensed professionals under Pennsylvania law. The Code allows for certain signs in a residential district for professional uses:

Professional, accessory use, home occupation or name signs on the same lot with, and indicating the name, profession or activity of the occupant of the dwelling, provided that the area of any one side shall not exceed two square feet, and provided that not more than one such sign shall be erected for each permitted use or dwelling.

See, Code §27-2106(2).

While Applicant believes that the proposed 20"x24" non-illuminated projecting sign is by-right, Applicant requests a variance to allow for the proposed sign in an abundance of caution. The sign itself would be non-illuminated and would allow customers and passers-by to easily identify the barber shop.

* * *

Based upon the foregoing description and evidence and testimony to be presented at the hearing, Applicant respectfully requests that the Board grant the requested relief as it meets the standards for, inter alia, Code §27-611 – Standards for the Board to consider when determining to grant a special exception or variance.

³ Applicant does not propose to have any other employees at the barber shop, other than the barbers using the three chairs.

Page 4 of 4

Please contact me with any questions.

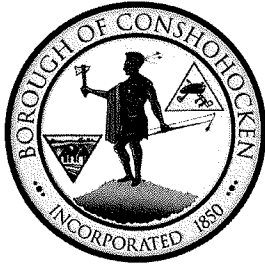
Regards,

/s/ Mark S. Danek

MARK S. DANEK

MSD/

cc: Vacante Style Parlor, LLC



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:

Special Exception - Use (§27-703; §27-1002); Variance - Parking (§27-2002); and Variance - Signage (§27-2106)

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

400 E Tenth Avenue, First Floor

4. Applicant's Name: Vacante Style Parlor, LLC

Address: 9 Red Maple Drive, Lafayette Hill, PA.

Phone Number (daytime): 610-*960-2830

E-mail Address: cvacante5@gmail.com

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

6. Property Owner: Estate of Theresa Cerrato

Address: 14 Equestrian Lane, Blue Bell, PA 19422

Phone Number: 484-433-5158

E-mail Address: lgamrat@gmail.com

7. Lot Dimensions: 19' x 140'

Zoning District: R1

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

Yes No If yes, please describe.

January 2018 - The Board granted similar to the within request for the use of the structure as Photography Studio
October 21, 2019 - The Board granted a special exception to change from the photography studio to an office use that had 4-6 employees daily at the site. The Board granted a variance to provide 0 off-street parking where up to 10 stalls were required. The Board also granted a variance to allow for a non-illuminated sign with dimensions of 2'-" x 24". (The sign was never installed).

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

The property is an existing non-conforming structure/use. Up until 1995, the first floor of the property was used as a grocery store. In 2018, the first floor use changed to a photography studio. In 2019, the first floor use change to the current office use. The second floor of the property has two one-bedroom apartments.

The footprint of the building measures 18'x86'. The first floor area is approximately 1,500 sq. ft.

10. Please describe the proposed use of the property.

See addendum.

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

See addendum.

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

See addendum

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

a. The unique characteristics of the property: See addendum

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.

See addendum

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

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

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

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

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

c. Phone Number: 484-344-5429

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

Chris Vaccante by Maub. Damb
Applicant *attorney for applicant*

Legal Owner

December 13, 2023
Date

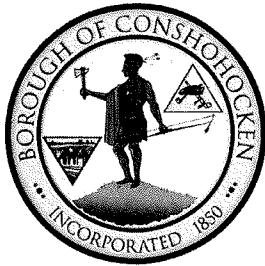
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 13th day of
December, 2023.

Elizabeth A Garrison
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal Elizabeth A. Garrison, Notary Public Montgomery County My commission expires May 6, 2025 Commission number 1056382 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: _____



COMMERCIAL LEASE

CL

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

PARTIES	
TENANT(S): <u>Vacante Style Parlor, LLC</u> Authorized Signer TENANT'S PRINCIPAL PLACE OF BUSINESS: <u>9 Red Maple Drive</u> <u>Lafayette Hill, Pa 19444</u> CELL: 610-960-2830 TENANT'S EMAIL ADDRESS: <u>Cvacante5@gmail.com</u>	LANDLORD(S): <u>Estate of Theresa Cerrato</u> <u>14 Equestrian Lane</u> <u>Blue Bell, Pa 19422</u> Authorized Signer <u>Lori Galrat</u> LANDLORD'S PRINCIPAL PLACE OF BUSINESS: <u>14 Equestrian Lane</u> <u>Blue Bell, Pa 19422</u> CELL: Lori 484-433-5158 LANDLORD'S EMAIL ADDRESS: <u>lgamrat@gmail.com</u>

PREMISES	
A portion of the real property known as Suite Number(s) _____, First _____ floor(s), consisting of approximately _____ square feet and located at _____, _____, ZIP _____, in the municipality of _____, County of _____, in the Commonwealth of Pennsylvania, with improvements consisting of _____	
<u>750</u> square feet and located at <u>400 E Tenth Ave first floor front</u> , ZIP <u>19428</u> , in the municipality of <u>Conshohocken</u> , County of <u>Montgomery</u> , with improvements consisting of <u>First floor clear span space with powder room</u>	

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) <u>Coldwell Banker Realty</u> Company Address <u>1207 Fayette Street, Conshohocken, Pa 19428</u> Company Phone <u>(610)828-9558</u> Company Fax _____ Broker is (check only one): <input type="checkbox"/> Tenant Agent (Broker represents Tenant only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>John Mancini</u> State License # _____ Direct Phone(s) _____ Cell Phone(s) <u>(610)348-4101</u> Email <u>Jmancini@cbpref.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Tenant Agent (all company licensees represent Buyer) <input checked="" type="checkbox"/> Tenant Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) <u>Coldwell Banker Realty</u> Company Address <u>1207 Fayette Street, Conshohocken, Pa 19428</u> Company Phone <u>(610)828-9558</u> Company Fax _____ Broker is (check only one): <input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>John Mancini</u> State License # <u>RS108573A</u> Direct Phone(s) _____ Cell Phone(s) <u>(610)348-4101</u> Email <u>jmancini@cbpref.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Landlord Agent (all company licensees represent Landlord) <input checked="" type="checkbox"/> Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

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.	
DS Tenant Initials: <u> </u>	Landlord Initials: <u> </u>

1 1. LEASE DATE AND RESPONSIBILITIES

2 For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the
3 receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and
4 Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part
5 of this Lease, dated November 16, 2023.

6 2. DEFINITIONS

7 (A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to
8 Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity,
9 security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred
10 to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in the
11 payment of Base Rent.

12 (B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.

13 (C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas
14 and amenities of the Premises as set forth in Paragraph 7.

15 (D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to
16 achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or
17 agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with
18 provisions of insurance for Landlord's Premises.

19 (E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord
20 herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as
21 Landlord.

22 (F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and
23 all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and
24 landscaping as set forth in Paragraph 7.

25 (G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments,
26 whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon
27 Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase or
28 decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such
29 real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, or
30 any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.

31 (H) "Rent" shall mean the total sums due and payable to Landlord.

32 (I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors
33 and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges
34 and powers as he would have possessed had he originally signed this Lease as Tenant.

35 3. STARTING AND ENDING DATES OF LEASE (also called "Term")

36 (A) The Commencement Date shall be (select one):
37 Substantial Completion: to be vacant broom swept all furniture removed
38 Occupancy Date: 01/01/2024 Subject to Zoning approval 2/1/24 EOT
39 Signing Date: _____
40 Rent Commencement Date: February 1, 2024
41 Other: Contingent upon Zoning approval see below

42 Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the
43 Commencement Date.

44 (B) The Term of this Lease shall begin on the Commencement Date and expire on January 31st, 2027 ("Expiration
45 Date"). This date in subsequent years shall operate as the renewal date, if any.

46 (C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use with-
47 out material interference with Tenant's business activities.

48 4. RENEWAL TERM

49 (A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for
50 any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant"
51 and the provisions of Paragraph 32 shall apply.

52 (B) Option 1 - Automatic Termination
53 This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or
54 renewal of the Lease prior to the last day of the Term ("Renewal Term").

55 (C) Option 2 - Automatic Renewal
56 1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for additional month(s)
57 (3 if not specified) OR additional year(s) (1 if not specified) ("Renewal Term").
58 2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less
59 than _____ days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

60 Tenant Initials: CV / _____

Landlord Initials: EOT

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- (D) **Option 3 - Tenant's Option to Renew**
Landlord and Tenant agree that Tenant has the right to exercise _____ option(s) (1 if not specified) to extend the Lease, provided Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term identical to the Term identified in Paragraph 3 ("Renewal Term"). Tenant shall provide Landlord no less than _____ days (60 if not specified) written notice of Tenant's intention to exercise its option to renew the Lease.
- (E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.
- (F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant.
- (G) At the Expiration Date or sooner termination of this Lease, Tenant shall peacefully surrender to Landlord possession of the Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes in condition due to fire or other casualty.
 1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenant may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improvements shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deemed to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on behalf of Tenant at any time.
 2. Landlord may, in Landlord's sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspection, Landlord shall provide Tenant with written notice within _____ days (10 if not specified) of such inspection setting forth those conditions for which Tenant is responsible to repair or restore under the Lease.
 3. Tenant may, at Tenant's election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desires Landlord to perform such repairs and restorations at Landlord's actual, reasonable costs. If Tenant elects not to perform the repairs and restorations, Tenant shall pay Landlord's actual, reasonable costs promptly after receiving notice that Landlord has completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord's actual costs of repairs and restorations.

5. **BASE RENT**

- (A) Rent is due without demand, abatement, deduction or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated.
- (B) Base Rent shall be paid in monthly quarterly annual other: _____ installments of _____ on or before the 1st day of each month quarter other: _____ ("Due Date").
- (C) Base Rent shall be calculated as \$ _____ /sq. ft. OR \$ _____ per month amounting to Base Rent of \$ _____ (U.S. Dollars) per year.
 If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base Rent owed to Landlord will be no more than _____ % or \$ 1,400 for the third year in each instance and, following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless otherwise stated here: _____.
- (D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within \$ _____ days (5 if not specified) of the Due Date shall be subject to a late charge of _____ % of the installment due or \$ _____ ("Late Charge").
- (E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month's Base Rent that is currently due.
- (F) Landlord will accept the following methods of payment: Cash Money Order Personal Check Credit Cards (additional fees may apply) Cashier's Check Other: _____ Landlord, at Landlord's sole discretion, reserves the right to change or modify the acceptable methods of payment if any method fails (a check is returned or not honored, credit card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.
- (G) Tenant will pay a fee of \$ _____ for any payment that is returned or declined by any financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.

6. **SECURITY DEPOSIT**

- (A) A security deposit of \$ _____ will be paid in U.S. Dollars to Landlord or Landlord's representative, and held in escrow by Landlord or Landlord's representative as named here: _____.
- (B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth in this Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damages for Tenant's default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord's right to possess the Premises for Tenant's default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.
- (C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within _____ (60 if not specified) days after this Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.
- (D) In the event of any transfer of Landlord's interests in the Premises, Landlord shall have the right to transfer its interest in the Security Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a Security Deposit and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the Lease.

120 Tenant Initials: CV

Landlord Initials: EOT

121 ~~7. ADDITIONAL RENT~~

122 ~~(A) As Additional Rent and/or costs, Tenant agrees to timely pay all or Tenant's proportionate share of the following:~~

- 123 Common Area Maintenance (CAM)
- 124 Improvements
- 125 Real Property Taxes
- 126 Operating Expenses

127 (B) Tenant's prorata share of CAM expenses are _____ % (100 if not specified) of the total cost. Upon demand for payment, Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.

129 (C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, utilities, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses included in CAM will be paid by Tenant according to Paragraph 7 (B), above.

133 ~~Operating Expense Addendum to Commercial Lease (PAR Form 09A) is attached and made part of this Lease.~~

134 8. PAYMENT SCHEDULE

	Total Due	Due Date	Paid	Balance Due
136 (A) First month's Base Rent:	\$ _____	11/22/2023	\$ _____	\$ _____
137 (B) Security Deposit:	\$ _____	11/22/2023	\$ _____	\$ _____
138 (C) Additional Rent:	\$ _____		\$ _____	\$ _____
139 (D) Other:	\$ _____		\$ _____	\$ _____
140 TOTALS:	\$ _____		\$ _____	\$ _____

141 9. SIGNS

142 (A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with, and if needed, be approved by, Conshohocken Borough (municipality) and any other necessary governmental authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign, including colors, for Landlord's approval.

146 (B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant's sole cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease, and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

150 10. LANDLORD'S REPRESENTATIONS

151 Landlord warrants and represents that:

- 152 (A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power and authority to execute and deliver this Lease, and to perform its obligations under this Lease.
- 154 (B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument or document to which Landlord is a party.
- 157 (C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peacefully and quietly have, hold and enjoy the Premises.
- 159 (D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

161 11. ACCEPTANCE; POSSESSION

- 162 (A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meets Tenant's needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in "as is" condition.
- 165 (B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a previous occupant or due to any cause beyond Landlord's control, Landlord shall not be liable in damages to Tenant. During the period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant's obligation to pay Rent, shall be suspended.
- 169 (C) If Tenant cannot take possession within _____ days (60 if not specified) of the Occupancy Date, Tenant's exclusive rights are to:
 - 170 1. Change the Occupancy Date of the Lease to the day when Premises is available. Tenant will not owe or be charged Base Rent until Property is available; OR
 - 172 2. Terminate the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

174 12. GOVERNMENTAL REGULATIONS

175 Tenant shall, in the use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of all governmental and municipal authorities, and with the regulations of the insurers of the property. Tenant shall keep in force at all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business at the Premises. Nothing in the foregoing shall require Tenant to perform any work or make any improvements or repairs that Landlord is required to make pursuant to the provisions of this Lease.

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Landlord Initials: EOT

181 13. TENANT'S USE AND COVENANTS

182 (A) Tenant shall use the Premises only for Barber Shop

183
184 and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In
185 the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so,
186 subject to Landlord's prior written consent.

187 (B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxic, hazardous or obnoxious sub-
188 stance. Tenant will not maintain any hazardous substance or pollutant or contaminate as defined in 42 U.S.C. § 9601, et seq., or
189 any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous
190 under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and
191 hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This
192 indemnification is intended to survive the expiration or other termination of this Lease.

193 (C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any govern-
194 mental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting
195 Tenant's use and occupancy of the Premises or the business conducted therein.

196 (D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this Lease,
197 shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may,
198 after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.

199 Rules and Regulations for use of the property and common areas are attached and made part of this Lease.

200 (E) Tenant may not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights
201 of other tenants on the property, or injure or annoy them; use or allow the Premises to be used for any improper, illegal or objec-
202 tionable purpose; cause, maintain, or permit any nuisances in, on or about the Premises; or commit or allow to be committed any
203 waste in, on or about the Premises.

204 14. ASSIGNMENT AND SUBLETTING

205 (A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any
206 part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents
207 and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.

208 (B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest
209 shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all
210 payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.

211 (C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instru-
212 ment in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee
213 or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

214 15. TENANT'S ALTERATIONS AND REPAIRS

215 (A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, con-
216 ditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent of
217 Landlord, make minor improvements or repairs to the interior of the Premises provided that:

218 1. Each repair costs no more than \$ _____ (\$1,000.00 if not specified),

219 2. They do not impact the structural strength, integrity, operation or value of the building, AND

220 3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property,
221 improvements, or land.

222 (B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in con-
223 nection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termi-
224 nation of the Lease.

225 (C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises
226 and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the
227 Term or any Renewal Term.

228 (D) If, prior to the end of the Term or Renewal Term, Tenant provides written notice to Landlord that Tenant intends to remove all or
229 any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from
230 the Premises, Tenant shall repair all damage caused by installation and removal.

231 (E) All work shall be performed in a workmanlike manner.

232 16. MECHANICS' LIENS

233 (A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addi-
234 tion, improvement or installation performed by or on behalf of Tenant, or is a result of Tenant's acts or omissions, Tenant shall,
235 within _____ days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled
236 and discharged of record.

237 (B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and
238 defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs)
239 arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

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Landlord Initials: EOT

241 necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord's title insurance
242 policy at the time of the contest.

243 (C) If final judgment establishing the validity or existence of any contested lien is entered, Tenant shall pay and satisfy the same at
244 once.

245 17. LANDLORD'S RIGHT TO ACCESS

246 In addition to any other rights reserved to Landlord under this Lease, Landlord shall have the following rights to access the Premises.

247 (A) With Landlord's prior consent, Tenant shall have the right to install various locks on and within the Premises. Tenant shall furnish
248 Landlord with copies of any such keys or combinations to provide access only in the event of an emergency or as otherwise set
249 forth in this Lease. Tenant shall have a continuing obligation for the duration of the Lease, and any extensions thereto, to provide
250 Landlord with any keys and/or passcodes necessary to enter the Premises.

251 (B) Landlord shall not be liable in any manner to Tenant by reason of such entry to the Premises any reasonable time and after reasonable
252 notice (i) for inspection; (ii) to supply any service that Landlord is obligated to provide under the terms and conditions of this
253 Lease; (iii) to show the Premises to prospective buyers, lenders or tenants; (iv) to affix and display "For Sale" or "For Rent" signs;
254 and (v) to make repairs, alterations, additions or improvements to the Premises or other portion of Landlord's Property, which the
255 examination or exhibition in making of any repairs to the Premises shall not unreasonably interfere with Tenant's use.

256 (C) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time and reason for the visit. In
257 emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there
258 and for what purpose within _____ hours (24 if not specified) of the visit.

259 (D) Landlord shall not be liable in any manner to Tenant by reason of such entry or performance of repairs, alterations and/or additions
260 to the Premises, and the obligations of Tenant hereunder shall not be affected, absent grossly negligent or intentional actions or
261 failures to act attributable to Landlord, or any person or entity engaged by or on behalf of Landlord to perform such work. Landlord
262 agrees (except in the case of Tenant's default hereunder) that all repairs, alterations and additions (excepting only emergency work
263 or work that must, in Landlord's judgment, be performed on an urgent basis) by Landlord shall be performed in a reasonable man-
264 ner at reasonable times, subject to the limitations contained herein.

265 (E) Following notice from either Party of intention to terminate or not renew this Lease, or failure of Tenant to exercise its option to
266 renew this Lease, Landlord may commence efforts to market the Premises which may include placing a "For Rent" sign on or near
267 the Premises. All of said signs shall be placed upon such part of the Premises as Landlord may elect, and may contain such infor-
268 mation as Landlord shall require. Landlord or Landlord's representative may use lock boxes, and take pictures and video of the
269 Premises. Prospective purchasers or tenants may inspect the Premises at such times as the parties may agree, so long as they are
270 accompanied by Landlord or Landlord's representative.

271 18. INDEMNIFICATION

272 (A) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Tenant shall indemnify
273 Landlord, its partners, directors, officers, agents and employees from and against any and all losses, whether or not based on neg-
274 ligence, costs (including reasonable attorneys' fees), claims, damages, liabilities, suits, actions and causes of action, whether legal
275 or equitable, sustained or arising by reason of Tenant's default in any of its obligations under this Lease, or of the fault or neglect
276 of Tenant or of the failure of Tenant or any of its officers, agents, employees or invitees, to fulfill any duty toward the public or to
277 Landlord under this Lease, or to any person or persons whomever, that Tenant, by reason of its occupancy or use of the Premises
278 may owe.

279 (B) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Landlord shall indemnify,
280 defend and hold Tenant harmless from and against any and all third-party claims, suits and causes of action, whether legal or equi-
281 table, and costs (including reasonable attorneys' fees) sustained or arising by reason of the intentional or grossly negligent acts or
282 omissions of Landlord, its employees, agents, licensees or contractors.

283 (C) This Paragraph shall survive the expiration or earlier termination of this Lease with respect to any occurrence that occurs prior to
284 the expiration or such earlier termination of the Term or exercised Renewal Term.

285 19. INSURANCE

286 (A) Tenant, at Tenant's expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries
287 to persons or property occurring on the Premises by reason of Tenant's use, occupancy or operation in and on the Premises. No
288 later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that the
289 Premises will be insured as of the Commencement Date set forth in Paragraph 3(A). Tenant shall maintain insurance coverage
290 throughout the Term of this Lease, and any Renewal Term(s).

291 (B) Such insurance shall include Landlord as an additional insured and shall require at least _____ days (30 if not specified) advance
292 written notice of cancellation or nonrenewal be given to Landlord. Such insurance shall, at all times, provide coverage in an
293 amount not less than \$ _____ (\$1,000,000.00 if not specified) in the aggregate. The policy
294 or policies of Tenant's liability insurance shall provide that a covered loss will be paid notwithstanding any act or negligence of
295 Landlord or Tenant, and for payment of claims on an occurrence basis.

296 (C) Tenant agrees to keep its property located on the Premises insured, including all floor and wall coverings, and Tenant's trade fix-
297 tures, equipment and other personal property from time-to-time situated on the Premises. The amount of coverage shall be such
298 as determined by Tenant to adequately compensate Tenant for its loss, and if the proceeds of such insurance are not used for repair

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300 or replacement of the property so insured, or if this Lease is terminated following a casualty, the proceeds applicable to the lease-
 301 hold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.
 302 (D) Landlord will notify Tenant of any recommendations made by Landlord's insurance carrier, as well as any codes or standards rec-
 303 ommended by the National Fire Protection Association ("NFPA") which, in Landlord's sole but reasonable opinion, are relevant
 304 to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that
 305 no NFPA codes or standards are currently recommended and Landlord is not aware of any imminent recommendations, unless set
 306 forth here:

307 _____
 308 _____
 309 (E) Tenant will comply with all reasonable recommendations made by Landlord's insurance carrier, Tenant's insurance carrier, or with
 310 NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or neglect
 311 to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premium that may be
 312 charged during the Term of this Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause any increase
 313 in the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance carried on the
 314 structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended coverage insurance
 315 premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums are increased.
 316 Landlord will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received concerning
 317 changes in rates.

318 **20. DESTRUCTION OR DAMAGE**

319 (A) If, during the Term of this Lease or any extension thereto, the Premises is damaged by fire or any other casualty, including, without
 320 limitation, natural disaster, and not occurring through the intentional or negligent acts or omissions of Tenant or those claiming
 321 under Tenant, or their employees respectively, Tenant shall promptly notify Landlord and Landlord shall repair the damaged por-
 322 tions of the Premises, including any improvements or alterations made by Landlord (but not any of Tenant's property therein or
 323 improvements or alterations made by Tenant). If, however, in Landlord's reasonable judgment, the damage would require more
 324 than _____ days (120 if not specified) of work to repair, or if the insurance proceeds (excluding rent insurance) that Landlord
 325 anticipates receiving must be applied to repay any mortgages encumbering the improvements, or are otherwise inadequate to pay
 326 the costs of such repair, Landlord shall have the right to terminate this Lease by so notifying Tenant. Such notice shall specify a
 327 termination date not less than _____ days (30 if not specified) after its receipt by Tenant.
 328 (B) If the damage to the Premises is only partial and such that the Premises can be restored to its former condition within a reasonable
 329 time, Landlord may enter and repair, and this Lease shall not be affected, except that Base Rent shall be apportioned and suspended
 330 while such repairs are being made. If the Premises is so slightly damaged by fire or other casualty as mentioned above so as not
 331 to render the Premises unfit for occupancy, Landlord agrees the same shall be promptly repaired.
 332 (C) Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity
 333 of repairing any portion of the Premises, or improvements thereon, the interruption and the use of the Premises, or the termination
 334 of this Lease by reason of the destruction of the Premises.

335 **21. FORCE MAJEURE**

336 If either Party should be delayed or hindered, or prevented from performing any of the acts required in this Lease by reason of war,
 337 fire or other casualty, acts of terrorism, natural or environmental disasters, strike, walk-out, labor trouble, shortage of materials or
 338 equipment, or the inability to procure the same, failure of power, restrictive government laws or regulations, riot, insurrection, decla-
 339 ration of martial law, or other causes beyond the reasonable control of the party delayed, the performance of such act shall be excused
 340 for the period of such delay. This Paragraph shall not excuse Tenant, after the Commencement Date, from a timely payment of
 341 Rent or any other amounts required under this Lease.

342 **22. CONDEMNATION/EMINENT DOMAIN**

343 (A) In an instance of total condemnation, where all of the property is taken through an exercise of the power of eminent domain, this
 344 Lease shall terminate on the date when possession of the property was acquired by the condemning authority. The right to terminate
 345 this Lease under this Paragraph may be exercised by either party so notifying the other party in writing not later than _____ days
 346 (30 if not specified) prior to such date.
 347 (B) In an instance of partial condemnation, Landlord shall have the right to terminate this Lease on the date when the condemned por-
 348 tion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability
 349 under this Lease or to the other where only part of the Premises is taken and:
 350 1. The condemnation award is insufficient to restore the remaining portion of the Premises, or if such award must be applied to
 351 repay any mortgages encumbering improvements on the property, OR
 352 2. In addition to a portion of the Premises, a portion of the improvements or land is taken and Landlord deems it commercially
 353 unreasonable to continue leasing all or a portion of the remaining space and the improvements.
 354 (C) In an instance of partial condemnation, Tenant shall have the right to terminate this Lease on the date when the condemned portion
 355 of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability
 356 under this Lease or to the other where a substantial portion of the Premises is so taken and it is commercially impossible for Tenant
 357 to continue its business with in the Premises.

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Landlord Initials: EOT

- 359 (D) If this Lease is not terminated after a partial condemnation, then after the date when the condemned portion of the Premises is deliv-
- 360 ered to the condemning authority, the Rent shall be reduced in the proportion that the condemned area bears to the entire area of
- 361 the Premises.
- 362 (E) Tenant shall have the right to claim against the condemning authority only for removal and moving expenses and business reloca-
- 363 tion damages that may be separately payable to Tenant in general under Pennsylvania law, provided such payment does not reduce
- 364 the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect
- 365 to a condemnation, and hereby assigns to Landlord all claims against the condemning authority including, without limitation, all
- 366 claims for leasehold damages and diminution in value of Tenant's leasehold estate.

23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT; ESTOPPEL CERTIFICATES

- 367 (A) This Lease shall be subject and subordinate at all times to the lien of any mortgages and other encumbrances now or hereafter
- 368 placed upon the Premises or property. Tenant shall execute and deliver to Landlord upon demand an instrument acceptable to
- 369 Landlord subordinating this Lease to the lien of any present or future mortgage or encumbrance as may be requested by any mort-
- 370 gagee of the property. At the request of any holder of any such mortgage, or the purchase of such mortgage at any foreclosure sale,
- 371 or at any sale under a power of sale contained in such mortgage, Tenant shall attorn to and recognize such mortgagee or purchaser
- 372 as Landlord under this Lease for the balance of the Term, including any renewal or extensions hereof subject to all the terms of this
- 373 Lease. Provided that Tenant is not in default of this Lease, its tenancy shall not be disturbed by Landlord, but shall continue in full
- 374 force and effect. Landlord agrees to use reasonable efforts, but shall not be obligated to obtain from any future mortgagee a non-
- 375 disturbance agreement for the benefit of Tenant on a form customarily issued by such mortgagee
- 376 (B) Tenant shall, from time-to-time, execute and deliver within _____ days (5 if not specified) following receipt of a request from
- 377 Landlord or Landlord's mortgagee, grantee or lessor, a recordable instrument evidencing such subordination and Tenant's agree-
- 378 ment to attorn to the holder of such prior right. Notwithstanding the foregoing, any mortgagee may, at any time, subordinate its
- 379 mortgage to this Lease, without Tenant's consent, but with notice in writing to Tenant, whereupon this Lease shall be deemed prior
- 380 to such mortgage without regard to their respective dates. The term "mortgage" includes mortgages, deeds of trust, or similar instru-
- 381 ments, and all modifications, consolidations, extensions, renewals or replacements hereof, or substitutes therefor.
- 382 (C) On or before the date Tenant first takes possession of the Premises, Tenant agrees to execute and cause all guarantors to execute,
- 383 a tenant acceptance certificate and an estoppel letter in such form as Landlord may reasonably request.
- 384

24. DEFAULT

- 385 (A) Any of the following events shall constitute a default under this Lease by Tenant:
- 386 1. Failure by Tenant to pay, when due, any Rent or any other sum payable by Tenant under this Lease within _____ days (10 if
- 387 not specified) after written notice by Landlord to Tenant that such sum is past due.
- 388 2. Tenant vacates the Premises before the proper termination of this Lease, including any Renewal Term.
- 389 3. Tenant fails to observe or perform any of Tenant's other obligations as set forth in this Lease.
- 390 4. Tenant commits an act of bankruptcy or files a petition, or commences any proceedings under any bankruptcy or insolvency
- 391 law.
- 392 5. A petition is filed or a proceeding is commenced against Tenant under any bankruptcy or insolvency law, and is not dismissed
- 393 within sixty (60) days.
- 394 6. Tenant is adjudicated bankrupt.
- 395 7. A receiver or other official is appointed for Tenant, or for a substantial part of Tenant's assets, or for Tenant's interest in this
- 396 Lease.
- 397 8. Any attachment or execution is filed or levied against a substantial part of Tenant's assets or Tenant's interest in this Lease, or
- 398 any of Tenant's property on the Premises that is not insured.
- 399 (B) If Landlord fails to observe or perform any of Landlord's obligations as set forth in this Lease and Tenant has given Landlord not
- 400 less than _____ days (30 if not specified) written notice of the default, or if the default is of a character so that more than _____ days
- 401 (30 if not specified) to cure are required and Landlord fails to use its best efforts to cure the default after receiving notice from
- 402 Tenant, then after such _____ days (30 if not specified) notice, Tenant shall have the right, but not the obligation, to cure the
- 403 default on behalf of Landlord, at the expense of Landlord, and may seek reimbursement from Landlord by means of any available
- 404 legal process.
- 405

25. NOTICE OF DEFAULT

- 406 (A) Notwithstanding anything to the contrary in this Lease, and except in connection with the provisions of Paragraph 24(A) (2), (4),
- 407 (5), (6), (7), or (8) for which no notice or cure period shall be given or permitted, if Tenant has failed or refused to perform, or has
- 408 violated any of the non-monetary terms, covenants, conditions or agreements contained in this Lease, Landlord shall so notify
- 409 Tenant in writing.
- 410 (B) Upon receiving such Notice of Default, Tenant shall correct the matter(s) complained of within _____ days (30 if not specified)
- 411 after receipt of written notice, or if more than such _____ days (30 if not specified) are required to correct with reasonable diligence
- 412 the matter(s) complained of in such notice, Tenant shall begin to correct them within such _____ days (30 if not specified) and
- 413 pursue such corrective action with reasonable diligence thereafter, providing Landlord with timely written confirmation thereof.
- 414 Tenant shall diligently follow through with such correction(s) to conclusion.
- 415

416

Tenant Initials: CV

Landlord Initials: EOT

417 (C) In the event the default is a failure to pay Rent or other monetary obligations contained in this Lease, Landlord shall provide written
418 notice within _____ business days (5 if not specified) of a right to cure, and Tenant's right to cure shall exist no more than
419 _____ times (2 if not specified) in any _____ month (12 if not specified) period, and such payment shall include the Late Charge(s).

420 26. **WAIVER OF NOTICE**

421 Tenant hereby waives all rights to legal notice, whether provided by statute or common law, and agrees that prior written notice deliv-
422 ered as provided herein with respect to proceedings to recover possession in the event of default, at any time shall be sufficient.

423 27. **RIGHT TO CURE**

424 If Tenant shall default in performing any of its obligations under this Lease, Landlord may (but shall not be obligated), in addition to
425 Landlord's other rights and remedies, and without waiver of such default, cure such default on behalf of Tenant, thereby entering and
426 possessing the Premises if deemed necessary by Landlord, provided that Landlord shall have first given Tenant notice of such default
427 and Tenant shall have failed within _____ days (30 if not specified) following receipt of said notice to cure or diligently pursue the
428 cure of said default (which notice and opportunity to cure shall not be required in case of actual emergency). Tenant, upon demand of
429 Landlord, shall reimburse Landlord for all actual costs (including reasonable attorneys' fees) incurred by Landlord with respect to such
430 default and, if Landlord so elects, Landlord's efforts to cure the same.

431 28. **ALTERNATIVE DISPUTE RESOLUTION**

432 (A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims
433 and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding
434 arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa. C.S.A. §7301, et seq., and other related laws of
435 the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit
436 disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights
437 to do so.

438 (B) When submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the
439 local court or local Federal district court or through such other agency as the parties may mutually agree. The parties agree to share
440 all expenses of mediation equally.

441 (C) Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration
442 and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel"
443 that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a
444 neutral arbitrator, either party shall have the right to petition the local Court of Common Pleas to appoint a neutral arbitrator. In
445 order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within a
446 reasonable time following the unsuccessful mediation of their dispute. If the parties are unable to agree upon a location for arbi-
447 tration, then the arbitration will be held at the local courthouse.

448 29. **LANDLORD'S REMEDIES**

449 (A) **CONFESSION OF JUDGMENT/EJECTMENT** - IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE
450 DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN AS AFORESAID, DURING THE
451 LEASE TERM, AND ALSO WHEN AND AS SOON AS THE LEASE TERM HEREBY CREATED SHALL HAVE
452 EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LANDLORD, TO CONFESS JUDG-
453 MENT AND EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING
454 UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY
455 LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT WAR-
456 RANT. WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS MAY
457 ISSUE FORTHWITH, WITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR ANY
458 REASON AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POS-
459 SESSION OF THE PREMISES REMAINS IN OR RESTORES TO TENANT, LANDLORD SHALL HAVE THE RIGHT
460 IN THE EVENT OF ANY SUBSEQUENT DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT AGAINST TEN-
461 ANT IN THE MANNER AND FORM HEREIN AND BEFORE SET FORTH, TO RECOVER POSSESSION OF THE
462 PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS LEASE NOR RECOVER-
463 ING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST
464 TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION
465 OR COVENANT; NOR THE RESORTS TO ANY WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE,
466 AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED HEREIN.

467 (B) **AFFIDAVIT REQUIRED** - IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED IN
468 SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, SETTING FORTH THE FACTS NEC-
469 ESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CON-
470 CLUSIVE EVIDENCE; AND IF A TRUE COPY OF THIS LEASE IS FILED IN SUCH ACTION, IT SHALL NOT BE
471 NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR
472 PRACTICE TO THE CONTRARY NOTWITHSTANDING.

473 (C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set
474 forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or
475 elsewhere from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.

476 Tenant Initials: CV

Landlord Initials: EOT

477 (D) No act or forbearance by Landlord shall be deemed a waiver or election of any right or remedy by Landlord with respect to Tenant's
 478 obligations hereunder, unless and to the extent that Landlord shall execute and deliver to Tenant a written instrument to such effect,
 479 and any such written waiver by Landlord shall not constitute a waiver or relinquishment for the future of any obligation of Tenant.
 480 Landlord's acceptance of any payment from Tenant (regardless of any endorsement on any check or writing accompanying such
 481 payment) may be applied by Landlord to Tenant's obligations then due hereunder in any priority as Landlord may elect, and such
 482 acceptance by Landlord shall not operate as an accord and satisfaction, or constitute a waiver of any right or remedy of Landlord
 483 with respect to Tenant's obligations hereunder. All remedies provided to Landlord herein shall be cumulative.

484 **30. PAYMENT OF TENANT'S OBLIGATIONS BY LANDLORD**

485 All terms, covenants, agreements and conditions to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's
 486 sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required to be paid by Tenant under this Lease, or if
 487 Tenant shall fail to perform any other act that it is obligated to perform under this Lease, and if such failure(s) shall continue beyond
 488 any grace period or cure period as set forth in this Lease, Landlord may, without waiving or releasing Tenant from any of Tenant's obli-
 489 gations, make such payment or perform such task or other act on Tenant's behalf. All sums paid or incurred by Landlord and all inci-
 490 dental costs thereto (including reasonable attorneys' fees) shall be Tenant's sole cost and responsibility, and shall be deemed Additional
 491 Rent.

492 **31. ABANDONMENT**

- 493 (A) In the event of termination of this Lease in any manner whatsoever, Tenant shall immediately remove Tenant's goods and effects,
 494 and those of any other person claiming under Tenant or subtenancies assigned to it, and quit and deliver the Premises to Landlord
 495 peacefully and quietly.
 496 (B) Goods and effects not removed by Tenant after termination of this Lease, or within _____ hours (72 if not specified) after a ter-
 497 mination by reason of Tenant's default, shall be considered abandoned.
 498 (C) Landlord shall give Tenant notice of right to reclaim abandoned property pursuant to applicable local law, and thereafter dispose
 499 of the same as it deems expedient, including in storage and public warehouse or elsewhere at the cost and for the account of Tenant.
 500 Tenant shall promptly upon demand reimburse Landlord for any expense incurred by Landlord in connection with storing or dis-
 501 posing of Tenant's goods and effects, which obligation shall survive the termination or expiration of this Lease.

502 **32. HOLDING OVER**

- 503 (A) This Lease shall expire absolutely and without notice on the last day of the Term or any renewal thereof. If Tenant, with the prior
 504 written consent of Landlord, retains possession of the Premises or any part thereof after the termination of this Lease by expiration
 505 of the Term or otherwise, a month-to-month tenancy shall be deemed to exist. Tenant shall continue to pay all Rent, plus ordinary
 506 maintenance, taxes, insurance and all other charges due under this Lease. Such holdover tenancy may be terminated by Landlord
 507 or Tenant upon _____ days (30 if not specified) written notice by either party to the other party.
 508 (B) If such holding over exists without Landlord's prior written consent, Tenant shall pay Landlord, as partial compensation for such
 509 unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention equal to _____ %
 510 (150 if not specified) of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit
 511 any rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, nor shall such unlawful retention
 512 create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect shall
 513 remain in effect.

514 **33. PRESERVATION OF LANDLORD'S ENFORCEMENT RIGHTS**

515 Landlord's acceptance of Rent or any amount due and owing, or failure to enforce any right under this Lease shall not waive any other
 516 rights that Landlord may have hereunder. Any attempt to collect Rent and/or other amounts due and owing by one proceeding shall not
 517 waive Landlord's right to collect the same by any other proceeding.

518 **34. RECORDING**

519 Neither this Lease, nor any assignment of this Lease, shall be recorded by Tenant.

520 **35. TENANT'S JOINT AND SEVERAL LIABILITY**

521 If two or more individuals, corporations, partnerships, or other business associations, or any combination of two or more, shall sign this
 522 Lease as Tenant(s), the liability of each such individual, corporation, partnership or other business association to pay Base Rent, pay
 523 Additional Rent, and to perform all other obligations hereunder to be performed by Tenant shall be deemed to be joint and several. If
 524 Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general
 525 law, subject to personal liability, the liability of each such member shall be joint and several.

526 **36. TRANSFER OF LANDLORD'S INTEREST; LIMITATION TO LIABILITY**

- 527 (A) Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord's interest in the
 528 property, Landlord shall immediately notify Tenant in writing at the address set forth in Paragraph 50. Upon the successful com-
 529 pletion of the sale or other transfer of Landlord's interest in the property, Landlord shall be released and discharged from all
 530 covenants, agreements and obligations of Landlord, whether previously accrued or thereafter accruing.
 531 (B) Liability of Landlord under this Lease shall be limited to its interest in Landlord's property, and any judgment against Landlord
 532 shall be satisfied solely out of the proceeds of the sale of its interest in the property, and any judgment so rendered shall not give
 533 rise to any right of execution or levy against any of Landlord's other assets.
 534 (C) Landlord shall have no personal liability to any successor in interest with respect to any of the provisions of this Lease or any obli-

535 Tenant Initials: /

Landlord Initials:

536 gation arising from this Lease. Tenant shall look solely to the equity of the then-owner of the property for satisfaction of remedies
537 by Tenant in the event of a breach by Landlord of any of its covenants, agreements or obligations hereunder.

538 (D) in no event shall Landlord be liable to Tenant for consequential or punitive damages for any reason whatsoever.

539 37. TIME IS OF THE ESSENCE

540 All times and dates identified for the performance of any obligations of this Lease are of the essence and are binding.

541 38. CHOICE OF LAW

542 This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

543 39. ATTORNEYS' FEES

544 If either party institutes legal proceedings against the other to enforce any provision of this Lease, or otherwise with respect to any dispute
545 arising out of this Lease, in any legal proceeding that is final and unappealable, the losing party shall, within thirty (30) days after
546 receipt of a detailed statement, reimburse the prevailing party for their reasonable attorneys' fees and legal costs incurred.

547 40. CONSTRUCTION

548 (A) In construing this Lease, the terms "Lease," "agreement" and "Agreement" shall be synonymous; the term "Lease" shall also
549 include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All
550 references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and
551 permitted assigns.

552 (B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term "Tenant" shall be construed, where
553 ever reasonable, to include Tenant's agents, employees, officers and assigns.

554 41. HEADINGS

555 The section and paragraph headings in this Lease are for convenience only and are not intended to indicate all of the matter in the sections
556 that follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

557 42. SUCCESSORS AND ASSIGNS

558 Subject to the restrictions on transfer, assignment and subletting, the terms, conditions and covenants of this Lease shall be binding upon
559 and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors and/or permitted assigns. When
560 more than one party shall be Tenant under this Lease, or "Tenant" wherever used in this Lease shall be deemed to include all Tenants,
561 jointly and severally.

562 43. BROKERS

563 It is expressly understood and agreed between the parties hereto that the herein named Broker(s), their licensees, employees and any
564 officer or partner are acting only as agent for the party that hired them, and no other, and will in no case whatsoever be held liable,
565 either jointly or severally, to either party for the performance of any term, covenant or condition of this Lease, or for any damages that
566 arise from the breach, default or non-performance thereof.

567 44. LEASE INTERPRETATION; PRIOR REPRESENTATION

568 (A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to
569 be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due to
570 the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of
571 negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.

572 (B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which
573 either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as and to the
574 extent that such agreements and representations have been incorporated into this Lease.

575 45. SEVERABILITY

576 If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstance is finally
577 judged to be invalid or unenforceable, the remainder of this Lease shall not be affected (including any attempted application of the
578 invalid or unenforceable term or provision to the other person or circumstance). Landlord and Tenant hereby acknowledge and agree
579 that they would have agreed upon each term and provision contained in this Lease irrespective of the fact that one or more term or provision
580 was contrary to the law, or during the Term or Renewal Term or extension thereof are found to be contrary to the law.

581 46. RIGHTS CUMULATIVE

582 Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease
583 shall be cumulative and shall not be exclusive of any other such right, remedy or benefit allowed at law or inequity.

584 47. EXECUTION AND COUNTERPARTS

585 This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts
586 together shall constitute one-in-the-same Lease of the parties. To facilitate execution of this Lease, the parties may initially execute and
587 exchange by telephone, facsimile or email counterparts of the signature pages to be promptly supplemented by exchange of hardcopies.

588 48. ENTIRE AGREEMENT

589 This Lease and any attached exhibits and addenda constitute the entire agreement between Landlord and Tenant with respect to
590 Landlord's Premises, and there are no promises, agreements, conditions or understandings, whether oral, written or digital, between
591 them other than as are herein set forth. Neither this Lease nor any of its provisions may be altered, amended, changed, waived, dis-
592 charged or terminated orally, but only by an instrument in writing signed by the parties.

593 49. AUTHORITY

594 (A) The person(s) executing this Lease on behalf of Landlord do/does hereby represent and warrant that Landlord is a duly authorized

595 Tenant Initials: CV

Landlord Initials: EOT

596 and validly existing Estate (nature of entity) under the laws of Pa (state), that
597 Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to
598 enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.

599 (B) The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and
600 validly existing LLC (nature of entity) under the laws of Pa (state), that
601 Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter
602 into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

603 50. NOTICES

604 (A) Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal
605 service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express
606 carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address fur-
607 nished in writing by any of the foregoing:

608 TO TENANT:
609 9 Red Maple Drive, Lafayette Hill, Pa 19444

610
611 TO LANDLORD:
612 14 Equestrian Lane, Blue Bell, Pa 19422

613
614 (B) Any change of address furnished by either party shall comply with the notice requirements of this Paragraph, and shall include a
615 complete outline of the current notice of addresses to be used for all parties, including electronic mail addresses.

616 51. SPECIAL CLAUSES

- 617 (A) The following are part of this Lease if checked:
618 Change of Lease Terms Addendum (PAR Form CLT)
619 Floorplan of Premises
620 Zoning Contingency Addendum
621

- 622 (B) Additional Terms:
623 (1) Tenant will be responsible for electric metered separately; Landlord is responsible for Heat.
624 (2) The landlord will furnish proof of the past average water bill base for the past year. The Tenant will pay the amount new
625 over the base.
626 (3) The Landlord will be responsible for the lawn service and ice and snow removal from the steps and sidewalk.
627 (4) The Tenant shall be permitted to seek any Variance or other Zoning relief to operate the Barber shop as set forth on the
628 addendum.

654
655 Tenant Initials CV

Landlord Initials EOT

656 NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.
657 Landlord and Tenant have negotiated the terms and conditions of this Lease, including any and all addenda hereto, and have ini-
658 tialled any and all changes made, and identify this Date _____ as the "Signing Date" of this Lease.

659 TENANT/AUTHORIZED SIGNER  DATE 11/17/2023
Title Member
Vacante Style Patisserie, LLC

661 TENANT/AUTHORIZED SIGNER _____ DATE _____

662 Title _____

663 TENANT/AUTHORIZED SIGNER _____ DATE _____

664 Title _____

665 TENANT/AUTHORIZED SIGNER _____ DATE _____

666 Title _____

667 CO-SIGNER _____ DATE _____

668 Title _____

669 CO-SIGNER _____ DATE _____

670 Title _____

671 LANDLORD/AUTHORIZED SIGNER  DATE 11/17/23
Estate of Theresa Carrato

672 Title _____

673 LANDLORD/AUTHORIZED SIGNER _____ DATE _____

674 Title _____
14 Equestrian Lane

675 LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

676 As part of payment received by Landlord, _____ (current Landlord) now transfers to
677 _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and
678 other benefits.

679 CURRENT LANDLORD _____ DATE _____

680 Title _____

681 CURRENT LANDLORD _____ DATE _____

682 Title _____

683 NEW LANDLORD _____ DATE _____

684 Title _____

685 NEW LANDLORD _____ DATE _____

686 Title _____

ZONING APPROVAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

ZA

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

- 1 **PROPERTY** 400 E Tenth Ave first floor front, Pa 19428
- 2 **SELLER** Estate of Theresa Cerrato, 14 Equestrian Lane, Blue Bell, Pa 19422
- 3 **BUYER** Vacante Style Parlor, LLC
- 4 **DATE OF AGREEMENT** November 16, 2023

5 **VERIFICATION OF ZONING FOR PROPOSED USE CONTINGENCY**

- 6 1. **Contingency Period:** 30 days (15 days if not specified) from the Execution Date of the Agreement of Sale.
- 7 **Within the Contingency Period**, Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as
- 8 Barber Shop is permitted under the current zoning classification
- 9 for the Property and is not prohibited by any other governmental land use restrictions.
- 10 2. If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing that the
- 11 proposed use of the Property is not permitted, and Buyer will:
- 12 (A) Accept the Property and agree to the terms of the **RELEASE** paragraph of the Agreement of Sale, OR
- 13 (B) Terminate the **Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 14 the **Agreement of Sale**.
- 15 (C) Enter into a mutually acceptable written agreement with Seller.
- 16 If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate the
- 17 **Agreement of Sale** by written notice to Seller within that time, Buyer will accept the Property and agree to the **RELEASE**
- 18 **paragraph of the Agreement of Sale**.

19 **CHANGE OF ZONING/MUNICIPAL APPROVAL FOR PROPOSED USE CONTINGENCY**

- 20 1. Within 25 DAYS of the Execution Date of the **Agreement of Sale** (15 days if not specified), Buyer will make a formal writ-
- 21 ten application for zoning approval, variance, non-conforming use, or special exception from Conshohocken Zoning Board
- 22 (municipality) to use the Property as Barber Shop
- 23 (proposed use). Buyer will pay for applications, legal representation, and any other costs
- 24 associated with the application and approval process.
- 25 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
- 26 3. If final, unappealable approval is not obtained by February 1, 2024, Buyer will:
- 27 (A) Accept the Property with the current zoning and agree to the terms of the **RELEASE** paragraph of the Agreement of Sale, OR
- 28 (B) Terminate the **Agreement of Sale** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 29 the **Agreement of Sale**, OR
- 30 (C) Enter into a mutually acceptable written agreement with Seller.
- 31 If Buyer and Seller do not reach a written agreement before the time specified in paragraph 3, and Buyer does not ter-
- 32 minate the **Agreement of Sale** by written notice to Seller within that time, Buyer will accept the Property and agree to the
- 33 terms of the **RELEASE** paragraph of the Agreement of Sale.

- 34 All other terms and conditions of the **Agreement of Sale** remain unchanged and in full force and effect.
- 35 **BUYER** Christopher Vacante DATE 11/17/2023
- 36 **BUYER** Vacante Style Parlor, LLC DATE _____
- 37 **BUYER** _____ DATE _____
- 38 **SELLER** Estate Of Theresa Cerrato DATE 11/17/23
- 39 **SELLER** Estate of Theresa Cerrato DATE _____
- 40 **SELLER** 14 Equestrian Lane DATE _____
- SELLER** Blue Bell, Pa 19422 DATE _____



CHANGE IN LEASE TERMS ADDENDUM TO COMMERCIAL LEASE

CLTC

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

1 **PROPERTY** 400 E Tenth Ave first floor front, , Pa 19428
 2 **LANDLORD** Estate of Theresa Cerrato, 14 Equestrian Lane, Blue Bell, Pa 19422,
 3 **TENANT** Vacante Style Parlor, LLC

4 **The following terms of the Commercial Lease are changed as stated below:**

5 **1. TERM**

6 (A) Commencement Date is changed from 02/01/2024, to 05/01/2024
 7 (B) Expiration Date is changed from 01/31/2027, to 04/30/2027

8 **2. TENANTS, OCCUPANTS AND CO-SIGNERS**

9 (A) Tenant _____ will be (removed from) (added to) the Lease.
 10 Tenant _____ will be (removed from) (added to) the Lease.
 11 Tenant _____ will be (removed from) (added to) the Lease.
 12 (B) _____ (is) (is not) an authorized signer for Tenant.
 13 _____ (is) (is not) an authorized signer for Tenant.
 14 _____ (is) (is not) an authorized signer for Tenant.
 15 (C) Co-Signer _____ will be (removed from) (added to) the Lease.
 16 Co-Signer _____ will be (removed from) (added to) the Lease.
 17 Co-Signer _____ will be (removed from) (added to) the Lease.
 18 (D) These changes will take place on _____ (date).

19 **3. RENT**

20 (A) As of _____ (date), the Rent due each month is changed from \$ _____ to \$ _____
 21 per year payable in (Monthly) (quarterly) (annual) (other _____) installments.
 22 (B) As of _____ (date), Landlord will accept the following methods of payment (check all that apply): (Cash)
 23 (Money Order) (Personal Check) (Credit Card) _____) (Cashier's Check)
 24 (Other _____)

25 **4. SECURITY DEPOSIT**

26 Tenant's Security Deposit will be held in escrow at _____ (financial institution)
 27 Financial institution address: _____

28 **5. ADDITIONAL RENT**

29 Landlord and Tenant agree that as of _____ (date), Tenant (will be) (will not be) responsible for the following
 30 as Additional Rent/costs for the Premises, including connection and payment of fees and charges. _____
 31 _____
 32 _____
 33 _____

34 **6. PROPERTY CONTACT INFORMATION**

35 **Rental Payments**
 36 Payable to: Estate of Theresa Cerrato Phone: (610)350-6507
 37 Address: 14 Equestrian Lane, Blue Bell, Pa 19422
 38 **Maintenance Requests**
 39 Contact: same above Phone: _____
 40 Address: 14 Equestrian Lane, Blue Bell, Pa 19422
 41 Email: lgamrat@gmail.com Website: _____
 42 **Emergency Maintenance Contact**
 43 Contact: Same as above Phone: _____
 44 Email: lgamrat@gmail.com Website: _____

45 Tenant Initials: VSC

Landlord Initials: EOT



46 **7. TIME PERIODS**

- 47 (A) The time period in paragraph _____, line _____ of the Lease is changed to _____.
- 48 The time period in paragraph _____, line _____ of the Lease is changed to _____.
- 49 The time period in paragraph _____, line _____ of the Lease is changed to _____.
- 50 (B) The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.
- 51 The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.
- 52 The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.

53 **8. PERMITTED USE**

- 54 (A) As of _____ (date), Tenant's permitted use of the Premises (will include) (will not include) _____
- 55 _____
- 56 (B) As of _____ (date), Tenant's permitted use of the Premises (will include) (will not include) _____
- 57 _____

58 **9. OTHER**

59 _____

60 _____

61 _____

62 _____

63 _____

64 _____

65 _____

66 _____

67 _____

68 _____

69 _____

70 _____

71 _____

72 _____

73 _____


74 _____

75 _____

76 _____

77 _____

78 **All other terms and conditions of the Lease, including all other time periods, remain unchanged and in full force and effect.**

79 **TENANT** Vacante Style Parlor, LLC  **DATE** 12/11/2023


80 **TENANT** _____ **DATE** _____

81 **TENANT** _____ **DATE** _____

82 **CO-SIGNER** _____ **DATE** _____

83 **CO-SIGNER** _____ **DATE** _____

84 **CO-SIGNER** _____ **DATE** _____

85 **LANDLORD** Estate of Theresa Cerrato  **DATE** 12/11/2023

86 **LANDLORD** _____ **DATE** _____

87 **EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER:**

88 _____ **DATE** _____

John Mancini

PARID: 050010196005
CERRATO JAMES A & THERESA M

400 E TENTH AVE

Parcel

TaxMapID 05055 016
Parid 05-00-10196-00-5
Land Use Code 4100
Land Use Description C - RETAIL, OFFICE, APTS. - MULTI-USE
Property Location 400 E TENTH AVE
Lot # 9
Lot Size 2660 SF
Front Feet 19
Municipality CONSHOHOCKEN
School District COLONIAL
Utilities ALL PUBLIC//

Owner

Name(s) CERRATO JAMES A & THERESA M
Name(s)
Mailing Address 14 EQUESTRIAN LN
Care Of
Mailing Address
Mailing Address BLUE BELL PA 19422

Current Assessment

Appraised Value Assessed Value Restrict Code
121,310 121,310

Estimated Taxes

County 514
Montco Community College 47
Municipality 546
School District 3,035
Total 4,142
Tax Lien Tax Claim Bureau Parcel Search

Last Sale

Sale Date 21-JUL-1983
Sale Price \$65,500
Tax Stamps 655
Deed Book and Page 4713-00487
Grantor
Grantee CERRATO JAMES A & THERESA M
Date Recorded

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
07-21-1983	\$65,500	655	4713-00487		CERRATO JAMES A & THERESA M	

Lot Information

Lot Size 2660 SF
 Lot # 9
 Remarks
 Remarks
 Remarks

Commercial Parcel Summary

No. of Cards 1
 Land Use Code 4100
 Gross Building Area (Total of all Cards) 3,796
 Total Living Units 2

Commercial Parcel Summary

Use	Area
MULTI-USE APARTMENTS	1,512
MULTI USE SALES	1,502
SUPPORT AREA	782

Commercial Card Summary

Card 1
 Imp Name JIM'S QUALITY COLD CUTS
 Structure Code 373
 Structure RETAIL SINGLE OCCUP
 Sprinkler N
 Units
 Identical Units 1
 Year Built 1925
 Gross Building Area
 Elevator/Escalator N

Accessory Structures

Card	Type	Type	Size	Year Built
1	RG1	FRAME OR CB DETACHED GARAGE	192	1925

Permits

Permit Date 06-OCT-2015
 Permit Number B-000966
 Amount 3000
 Purpose RENOVATION/ALTERATIONS
 Notes REMOVE ENTRY DOOR/REPLACE WINDOWS COMPLETE STOREFRONT
 Notes IS VACANT
 Notes
 Status CLOSED

Assessment History

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
121,310	121,310			O	16-MAY-1997
	121,310		01-JAN-1998	REASSESSMENT	
	6,000		01-JAN-1987		

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF THERESA CERRATO

REGARDING

400 E. 10th AVENUE

2019-11

DECISION OF THE BOARD

I. HISTORY

On or about May 31, 2019, Theresa Cerrato (hereinafter “Applicant”) filed the within Application seeking a special exception and variances from the terms of Sections 27-703, 27-1002, 27-2002, and 27-2106 of the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the “Zoning Ordinance”), seeking permission to change the use of a commercial space in the building from a photography studio to a commercial office, to have no off-street parking spaces, and to install a 20” x 24” projecting wall sign at 400 E. 10th Avenue, Conshohocken, Pennsylvania (hereinafter called “Subject Property”).

After notice was duly given and advertised, a hearing was held on said Application at Borough Hall on July 15, 2019 at 7:00 p.m.

At the hearing, the following Exhibits were introduced and admitted without objection:

P-1 – Public Notice of the Case.

P-2 – Zoning Application.

P-3 – Deed.

P-4 – Memorandum Dated June 4, 2019 from Chris Stetler to Stephanie Cecco and

Brittany Rogers.

A-1 – Tax Map.

A-2 – A picture of the building being discussed at this hearing.

A-3 – A summary of operations of Home Alert.

A-4 – Photo of street adjacent to the building.

A-5 – Document with information taken from the tax map that lists 65 properties in the 300 and 400 blocks of East 10th Avenue sorted by address.

A-6 – List from A-5 sorted by frontage.

A-7 – List of properties from A-5 sorted by lot area.

P-1 – A survey.

P-2 – A petition from the neighbors.

FINDINGS OF FACT

1. The Subject Property is located at 400 E. 10th Avenue, Conshohocken, Pennsylvania in the Residential 1 Zoning District.

2. The Subject Property is owned by Theresa Cerrato (hereinafter “Owner”).

3. The Applicant is represented by Gerald E. Rath, III, Esquire.

4. The Applicant is requesting a special exception and variances from the terms of Sections 27-703, 27-1002, 27-2002 and 27-2106.

5. The Applicant is seeking permission to change the use of commercial space in the building from a photography studio to a commercial office, to have no off-street parking spaces and to install a 20” by 24” projecting wall sign at Subject Property.

6. The commercial office would be located on the first floor of the building on the Subject Property that is approximately 1600 square feet.

7. The first floor has been used for commercial purposes since approximately the 1960’s and has existed since that time with no off-street parking.

8. In or around January 2018, the Zoning Hearing Board granted similar relief to permit the operation of a commercial photography studio in the same space.

9. Attorney Rath called Ms. Lori Gamrat to testify. Ms. Gamrat testified to the following after being sworn in:

- a. She is the daughter of the Applicant and is familiar with the property and its history.
- b. The Applicant has owned the Subject Property since 1983 and at that time the first floor of the Subject Property was used as a grocery store. That use continued until 1995. Then the first floor of the Subject Property was used for a photography studio, followed by Home Owner Management Company (“Home Alert”) who uses the Subject Property as a business office.
- c. The first floor of the Subject Property is not set up to be used as a residence. In the past few years the flooring, lighting, windows, air conditioning, electrical system, finishes, doors have been upgraded. The bathroom that exists on the first floor is not that of a typical residential bathroom as it does not contain a shower or bathtub.
- d. The layout of the space has no rooms just one open 1600 square foot space and extensive renovations would be required to operate it as a residential space. The Applicant cannot afford to make such renovations.
- e. Home Alert became a tenant in April 2019.
- f. Home Alert’s business hours are Monday through Friday 8:00 A.M. to 5:00 P.M. Customers or suppliers do not visit the office and typically there are anywhere from four to six workers there at a time.

- g. She took time to find a tenant that had a business that was quiet in that they did not have deliveries and pickups by commercial trucking in order to be respectful of the surrounding community.
 - h. The Subject Property is on the corner of 10th and Jones Street.
 - i. There is an availability of parking on that block of Jones Street.
 - j. The proposed projecting wall sign would be placed above the front door of the building on the right side protruding out from the building and the sign would fit the surrounding neighborhood, the existing building, and would not be illuminated.
 - k. The proposed professional office use would be consistent with the neighborhood and the Applicant is requesting the minimum relief needed.
 - l. There would be no alteration to the essential character of the neighbor nor would the proposed use impair the use or development of any adjacent property.
 - m. There would be no detriment to the public welfare. The proposed use is appropriate use for the district.
10. Elizabeth Horning, 404 E. 10th Avenue, and Maryann Cook, 401 E. 10th Avenue, requested party status through their attorney, Manrico A. Troncelliti, Esquire. Attorney Troncelliti cross-examined Ms. Gamrat and who testified to the following:
- a. She does not spend large lengths of time at the business but she visits periodically staying from a few minutes to a few hours.
 - b. She was told that they do not have suppliers come to the business.
 - c. Home Alert is a security systems company and she does not know where the products they use for the security systems are stored.

- d. The employees of Home Alert park on the street by the Subject Property.
- e. The Applicant has no intention of making any additional alteration to the Subject Property to allow for an expanded commercial use.
- f. There is currently a yard with grass at the Subject Property approximately 450 square feet along with an alley. The yard is used by the upstairs tenants at the Subject Property and it is not used for parking.

11. Attorney Rath redirected Ms. Gamrat. In response to those questions she testified that:

- a. She is not aware that the imperious coverage at the Subject Property is more than what is allowed under the Borough Code.
- b. Theoretically, cars could be parked on the yard of the Subject Property.

12. Attorney Troncelliti cross-examined Ms. Gamrat again, in response to those questions the she testified that:

- a. She is not aware of the limitations on how close one can park to a corner or from an intersection in the Borough.
- b. She has never seen "No Parking" signs on the corner by the Subject Property.
- c. There was a boat stored on the yard of the Subject Property for a period of time.

13. Only one resident, Ms. Gina Diguglielmno, had questions for Ms. Gamrat. Ms. Diguglielmno's questions concerned the operating hours of Home Alert and any subsequent tenant, the number of employees at the Subject Property during business hours, and whether Home Alert submits its employees to background checks.

14. Attorney Rath called Mr. Michael Dolan to testify. Mr. Dolan testified to the following after being sworn in:

- a. He is an employee of Home Alert and is familiar with its operations.

- b. Statements about Home Alert made during Ms. Gamrat's previous testimony were accurate.

15. The Board questioned Mr. Dolan who testified to the following:

- a. Home Alert's business consists of residential burglar alarms and commercial fire alarms. Employees at the Subject Property answer phone calls and complete computer and paperwork.
- b. Home Alert has a 24 hour off-site monitoring station in New Jersey that during non-business hours is available by phone to customers.
- c. Home Alert does not tell its employees to park on Jones Street.
- d. One installer comes to the Subject Property.
- e. Equipment is ordered locally from distributors in Plymouth Meeting and it is either stocked at the Subject Property or picked up directly from the distributor and taken to the respective job.
- f. The installers comes to the Subject Property about three times a week for less than a hour.
- g. Home Alert occupies all 1600 square feet of the Subject Property.
- h. Home Alert moved from another residential area in the Borough. The previous area had limited parking but no neighbor complaints.

16. Attorney Rath redirected Mr. Dolan, who testified that parking problems were general to the neighborhood.

17. Attorney Troncelliti cross-examined Mr. Dolan, Mr. Dolan testified that:

- a. He is the Operations Manager.

- b. Materials are never delivered to the Subject Property at night. Materials are picked up locally in Plymouth Meeting. They do not receive inventory and supplies at the Subject Property.
- c. Customers never come to the Subject Property.

18. There were no questions from the public for Mr. Dolan.

19. Attorney Troncelliti called Ms. Elizabeth Horning, 404 E. 10th Avenue, to testify. Ms. Horning testified to the following after being sworn in:

- a. Parking is tight on the 400 block of E. 10th avenue.
- b. The pictures included in the record do not accurately depict the parking on Jones Street.
- c. The times in which Home Alert employees are arriving and departing from the Subject Property are at peak parking hours in the area.
- d. She has observed people coming and going from the Subject Property beyond the business hours and on the weekends.
- e. She believes expanding the commercial use will be detrimental to the surrounding properties as it decreases the available parking spaces and in turn decreases the property values.
- f. She spoke with neighbors and had them sign a petition for the Board to deny the Applicant's requests for a special exception and variances.
- g. She is not aware of whether parking could be done on the yard of the Subject Property.
- h. Increased residential development in the Borough is putting a strain on parking availability.

20. Attorney Rath cross-examined Ms. Horning, she testified in response that she is not aware of the buffer requirements for properties in the Borough and it appears that the required buffer at the Subject Property would not exist if the yard was used as parking.

21. The Board questioned Ms. Horning, who testified that:

- a. She would rather the Applicant convert the Subject Property to entirely residential.
- b. When the grocery store operated at the Subject Property the hours of operation varied and there were vehicles coming and going during the day.
- c. The Home Alert office presently at the Subject Property has the same amount, if not more, vehicles coming and going during the day.

22. Attorney Rath re-crossed Ms. Horning, who testified that:

- a. She does not have pictures to submit, absent a flash drive, showing what she described as Jones Street at parking capacity.

23. There were no questions from the public for Ms. Horning.

24. Attorney Rath questioned Ms. Gamrat as a rebuttal to the testimony from Ms. Horning.

Ms. Gamrat testified that:

- a. The hours of operation for the grocery store on the Subject Property that operated in the past was from 9:00 A.M. until approximately 11:00 P.M. seven days a week.

25. Attorney Troncelliti cross-examined Ms. Gamrat, who testified that the neighborhood has not changed and it has always been families and residential.

26. Members of the audience provided public comment and asked questions regarding the increased traffic and parking on Jones Street.

II. DISCUSSION

The Applicant is requesting a special exception from the terms of Section 27-703 and Section 27-1002 to change the use of commercial space in the building from a photography studio to a commercial office. Section 27-703 of the Borough of Conshohocken Zoning Ordinance states:

“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 27-1002 is titled 'Permitted Uses' and states the following:

- “1. Single-family detached dwellings (single).
2. Single-family semidetached dwellings (twin).
3. Accessory uses pursuant to Part 8, General Regulations, §27-811, of this Chapter.”

Applicant is also requesting a variance from the terms of Section 27-2002 to allow Applicant not to add off-street parking. Section 27-2002 is titled 'Required Off-Street Parking Capacity' and states the following:

“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.

Business or administrative offices	1 space per 250 square feet of gross floor area.”
------------------------------------	---------------------------------------------------

Applicant is requesting a variance from the terms of Section 27-2106 to allow Applicant to install a 20” by 24’ projecting wall sign. Section 27-2106 is titled 'Signs Permitted in Residential Districts (BR-1 and BR-2)' and states the following:

- “1. Official street and traffic signs and any signs required by law.
2. Professional, accessory use, home occupation or name signs on the same lot with, and indicating the name, profession or activity of the occupant of the dwelling, provided that the area of any one side shall not exceed two square feet, and provided that not more than one such sign shall be erected for each permitted use or dwelling.
3. Signs for a school, church, hospital, sanitarium, club or other institution of a similar nature, on the same lot therewith, for the purpose of displaying the name of such institution and its activities or services, provided that the area on any one side of such sign shall not exceed 20 square feet and 10 feet in height, and provided that not more than two such signs shall be erected on any one street frontage of any property in single and separate ownership.

A. Each institutional building is permitted one wall sign for purposes of identification, not to exceed 10 square feet in area.

4. Trespassing signs and signs indicating private ownership of roadways or other property, on the same premises therewith, provided that the total area of any one side of such sign shall not exceed four square feet.

5. Real estate signs as follows:

A. For advertising the sale or rental of the premises upon which the sign is erected, provided that the total area on any one side of such signs on any one street frontage of any property in single or separate ownership shall not exceed nine square feet.

B. For advertising, on the premises, the sale or development of homes within a subdivision, provided that the area of any one side of any such sign shall not exceed 35 square feet, and provided that not more than two such signs shall be erected within any such subdivision.

6. Temporary signs of contractors, mechanics, painters and artisans erected and maintained on the premises where the work is being performed during the period in which such work is being performed, provided that the area of any one side of any such sign shall not exceed 12 square feet, and provided that not more than one such sign shall be erected on any property in single and separate ownership, and provided that such sign shall be removed upon completion of the work.

7. Open House Signs (on- and off-premises). There shall be a maximum of one on-premises open house sign for each property line of street frontage.

A. Signs shall not exceed four square feet per side, and may not be illuminated.

B. Signs shall not exceed a height of six feet.

8. Signs which advertise public auctions for the disposal of real estate, property, or merchandise.

A. Signs shall not exceed nine square feet in area, at a maximum height of six feet, and shall be placed only on the property where the stated auction is being conducted.

B. Signs may be erected not earlier than 30 days prior to the advertised auction, and shall be removed within 10 days after the auction.

9. Political signs.”

In a request for a special exception, the Board is guided by Section 27-611(2) of the Borough of Conshohocken Zoning Ordinance and the Pennsylvania Municipalities Planning Code (hereinafter called “MPC”). Particularly, Section 27-611(2) of the Ordinance states, “Special Exception. The Zoning Hearing Board shall hear and decide requests for special exceptions in accordance with the standards and criteria found in the particular section of this Chapter that permits application for said special exception. In granting any special exception, the Board may attach such reasonable conditions and safeguards, as it may deem necessary to implement the purposes of this Chapter.”

As further explained in Blancett-Maddock v. City of Pittsburgh Zoning Bd. of Adjustment, 6 A.3d 595 (Pa. Cmwlth. 2010), “A special exception is a permitted use to which an applicant is

entitled if it proves compliance with the specific, objective requirements in a zoning ordinance, and if the zoning board determines the use would not adversely affect the community. The applicant has the burden to show its application complies with the specific criteria delineated in the ordinance. By showing compliance with the specific criteria, the applicant establishes the proposal is presumptively consistent with the promotion of the public health, safety and welfare.”

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 stated above, the Applicant is seeking a special exception from 27-703 and 27-1002. However, said section of the Ordinance does not provide specific standards that the Zoning Hearing Board are tasked to apply. Absent such guidance, the Zoning Hearing Board is left to base its decision on the testimony and evidence before it as to whether the Applicant’s proposed application would adversely affect the community and whether the application promotes the public health, safety, and welfare of the community. Id.

More specifically, the Zoning Hearing Board based its decision upon the testimony and documents that were provided by the Applicant, through both its attorney and witnesses under oath. All witnesses for the Applicant were sworn to testify truthfully under oath and the attorney

for the Applicant has an ethical obligation to be candid to a tribunal. Thus, the Zoning Hearing Board understands all testimony and statements made on the record and under oath to be candid and truthful.

Additionally, even though the Applicant is seeking a special exception to operate the first floor of the Subject Property for commercial offices, the use is limited to the Home Alert office presently there and Applicant would not have to come back to the Zoning Hearing Board for a special exception to permit another company to occupy the space.

As the testimony and evidence presented to the Board in this case have shown, the use appears to attempt to accommodate both a positive use of the Subject Property with minimal relief being requested. As a result, 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 Subject Property. Additionally, the requested variances will not adversely affect the public interest.

III. CONCLUSION

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested special exception and variances. 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;

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

6. The Applicant has complied with the general criteria of the Zoning Ordinance;

7. The use will not adversely affect the community;

8. The use is consistent with the promotion of the public health, safety and welfare.

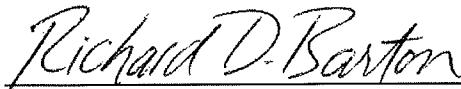
ORDER


AND NOW, this ~~21st~~ day of October 2019, the Application of Theresa Cerrato, seeking a special exception and variances from Section 27-703, 27-1002, 27-2002, and 27-2106 to change the use of commercial space in the building from a photography studio to a commercial office, and to create no off-street parking, and to install a 20" by 24" projecting wall sign are hereby GRANTED subject to the following condition:


1. The use of the commercial space is limited to the Home Alert office,
2. Employees of the Home Alert office are limited to parking on Jones Street only,
3. The sign installed shall not be illuminated.

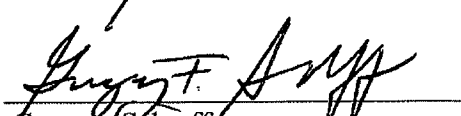
The Applicant is directed to apply to the Borough Zoning Officer to obtain any appropriate permits.

CONSHOHOCKEN ZONING HEARING BOARD


Richard D. Barton


Russell Cardamone, Jr.


Mark S. Danek


Gregory Scharff

Google Maps

1000 Jones St
400 East Tenth Avenue

Conshohocken, Pennsylvania

Google Street View

Sep 2018

See more dates



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