



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

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Borough Manager

ZONING NOTICE

JUNE 15TH, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

ZONING HEARING Z-2018-17

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on June 15th, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

In response to the Governor's Stay at Home Order due to COVID-19, this meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of Conshohocken Zoning Hearing Board members, and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

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

PETITIONER: Craft Custom Homes, LLC
541 East Hector St., Conshohocken, PA 19428

PREMISES INVOLVED: 541 East Hector St., Conshohocken, PA 19428
Limited Industry/Residential Overlay Districts

OWNER OF RECORD: Same as Petitioner

The Petitioner is requesting an extension of relief originally granted in 2018 from the following sections of the Conshohocken Zoning Ordinance: 27-703.E(6) - to expand a non-conforming use; 27-1903(B)(2) - to allow a greater density than 33 units per acre; 27-1903(B)(9) - to permit parking under rather than to the rear of the building; and 27-1903(B)(12) - to permit a minimum tract area of 12,000 square feet rather than 1 acre.

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the attached entry of appearance form to zoning@conshohockenpa.gov. Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request.

Thank you,
Zoning Hearing Board

ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

Audio Feed Participation: You may dial-in to access the audio feed of the meeting. All participants (whether listening or providing comments) must use this method of audio participation, even those using Go-To-Meeting to access the video feed. To access audio, please use the below number and access code/ password information.

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

Access Code: 633-884-013

We ask that you please keep your phones on mute at all times, unless giving a public comment as set forth in the Public Comment section below.

Video Feed Participation: The public may access the video feed by using the link provided below.

Please join my meeting from your computer, tablet or smartphone. (Link is also the Borough of Conshohocken website: www.conshohockenpa.gov)

<https://global.gotomeeting.com/join/633884013>

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/633884013>

If you have already downloaded the Go-To-Meeting application, the link will redirect you to the application itself. Please follow the instructions.

It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Go-To-Meeting application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and address. Prior to the start of the meeting, you may submit written comments by e-mailing them to Bmyrsiades@conshohockenpa.gov. Similarly, during the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov.

Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address and property in question.

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at bmyrsiades@conshohockenpa.gov.

The Borough of Conshohocken Zoning Hearing Board Entry of Appearance as a Party

I/We _____

Request to be granted party status in Application Z _____.

Applicant: _____

Please print name and address below:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than Wednesday June 10th, 2020)

MAIL:
Borough of Conshohocken
Attn: Bobbi Jo Myrsiades
400 Fayette St.
Conshohocken, PA 19428

E-MAIL:
zoning@conshohockenpa.gov



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Karen Tutino, Member

Stephanie Cecco
Borough Manager

MEMORANDUM

Date: June 5, 2020

To: Stephanie Cecco, Brittany Rogers

From: Eric P. Johnson, P.E.

Re: Z-2018-17 - 541 East Hector Street Extension Request

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

In September, 2018 a zoning hearing was held to consider a petition to convert the site to a residential use, adding 3 additional stories to the building. The redeveloped property would consist of a 4-story building containing 12 residential units with 24 under building parking spaces. Zoning relief was granted from the following sections of the Zoning Ordinance with the condition the 12 proposed units will have no more than 2 bedrooms each:

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

Per §27-613 of the Zoning Ordinance, the zoning relief granted expires if the applicant does not obtain any and all required permits within the specified timeframe. In August, 2019 a zoning hearing was held to consider a petition to extend the granted zoning relief for an additional year. The requested extension was granted and expires on August 19, 2020.

Current Request: The property owner, Craft Custom Homes, LLC, is requesting an extension of zoning relief originally granted in 2018 for an additional six (6) months until February 20, 2021.

Zoning Determination: The proposed development constitutes a land development under the Pennsylvania Municipalities Planning Code, requiring the applicant to complete the Borough's established land development process. The application requires review by the Borough and County Planning Commissions, and approval by Conshohocken Borough Council; and the applicant cannot apply for permits until the project is approved. While the applicant did not proceed immediately with the land development process after receiving zoning approval, the land development process is currently underway; however, do in part to COVID-19 related delays, it may not be completed by the time the zoning approval for the project expires. Therefore, an extension of the relief granted in 2018 is required.

HUGHES, KALKBRENNER & OZOROWSKI, LLP

ATTORNEYS AT LAW

SUITE 205

1250 COMMONS

1250 GERMANTOWN PIKE

PLYMOUTH MEETING, PENNSYLVANIA 19462

EDWARD J. HUGHES
GEORGE J. OZOROWSKI

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

March 17, 2020

(VIA EMAIL AND REGULAR MAIL)

Zoning Hearing Board
Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

**Re: *Craft Custom Homes, LLC - 541 E. Hector Street*
*Z-2018-17***

Dear Board Members:

Please accept this letter as a request to extend the zoning relief granted in September of 2018 which relief was extended until August 19, 2020 pursuant to the Board's letter dated August 20, 2019. The Applicant is in the process of obtaining land development approval for the project and due to the COVID-19 disruptions, processing of the Land Development Plan has been delayed. Applicant requests a six (6) month extension from August 20, 2020 until February 20, 2021.

Very truly yours,
HUGHES, KALKBRENNER & OZOROWSKI, LLP

/s/ Edward J. Hughes

By: _____
Edward J. Hughes, Esquire

EJH:drc

cc: Craft Custom Homes, LLC (via email)
Nicholas L. Vastardis, P.E. (via email)



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Karen Tutino, Member

Stephanie Cecco
Borough Manager

August 20, 2019

Craft Custom Homes
231 Redwood Road
King of Prussia, PA 19406

Re: Z-2018-17
541 East Hector Street, Conshohocken, PA

Gentlepeople:

The Conshohocken Zoning Hearing Board at its August 19, 2019 meeting, approved a one (1) year extension of zoning relief originally granted in October, 2018.

Approval is granted in accordance with your request, and permits for the project must be secured by August 19, 2020. You are required to be in compliance with all federal, state, and local ordinances and regulations, and all conditions of your original zoning approval remain in effect.

Do not hesitate to contact me at 610-828-1092, if you have questions regarding this matter.

Sincerely,

Christine M. Stetler
Community Development and Zoning Officer

Cc: E. Hughes, Esq.

HUGHES, KALKBRENNER & OZOROWSKI, LLP

ATTORNEYS AT LAW

SUITE 205

1250 COMMONS

1250 GERMANTOWN PIKE

PLYMOUTH MEETING, PENNSYLVANIA 19462

A-4

EDWARD J. HUGHES
GEORGE J. OZOROWSKI

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

July 11, 2019

(VIA EMAIL AND REGULAR MAIL)

Zoning Hearing Board
Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

Re: *Craft Custom Homes, LLC - 541 E. Hector Street*
Z-2018-17

Dear Board Members:

Please accept this letter as a request to extend the zoning relief granted in September of 2018 until December 1, 2019. The Applicant is in the process of obtaining land development approval for the project and additional time is required in order to obtain the necessary approvals to commence the project. Please advise if this extension is granted.

Very truly yours,
HUGHES, KALKBRENNER & OZOROWSKI, LLP

By: 
Edward J. Hughes, Esquire

EJH:drc

cc: Craft Custom Homes, LLC (via email)
Nicholas L. Vastardis, P.E. (via email)



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Karen Tutino, Member

MEMORANDUM

Stephanie Cecco
Borough Manager

P-1

Date: July 15, 2019

To: Conshohocken Zoning Hearing Board, Stephanie Cecco, Alex Glassman, Esq., Mike Peters, Esq., Brittany Rogers

From: Chris Stetler

Re: 541 East Hector Street Request for Extension of Zoning Relief Granted in 2018

History of the Project: 541 East Hector Street is located in the Limited Industry Zoning District and subject to the Residential Overlay District. The property is 12,000 square feet (60' x 200'). Currently, the property is used for an office/warehouse. The Developer proposes to construct a twelve (12) unit multi-family, condominium building on the lot. In October 2018, a zoning hearing was held to consider a Special Exception and variances in order to construct the project.

There has been no activity at the site since that time. Zoning relief expires six (6) months following approval. The project has not yet received land development approval.

Zoning Relief Granted:

Section 27-703 (E) (6): A Special Exception was granted to expand a non-conforming structure.

Section 27-1903 (B) (2): A Variance was granted to allow a residential density greater than 33 units per acre.

Section 27-1903 (B) (2): A Variance was granted to permit parking under the building rather than to the rear of the building.

Section 27-1903 (B) (12): A Variance was granted to permit a 12,000 square foot lot, rather than a one (1) acre lot.

All relief granted was conditioned on only two-bedroom units being constructed.

Current Request: Zoning relief expired in April, 2019. The Developer is requesting an extension of the relief approved through December 1, 2019.



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Stephanie Cecco
Borough Manager

P-2

ZONING NOTICE

ZONING HEARING Z-2018-17

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on Monday, August 19, 2019 at 7:00 p.m. prevailing time at the Conshohocken Borough Hall, 400 Fayette Street, Conshohocken, PA. At this time, the Zoning Hearing Board will consider the request for an extension of zoning relief granted in October, 2018.

PETITIONER: Craft Custom Homes, LLC
231 Redwood Rd., King of Prussia, PA 19406

PREMISES INVOLVED: 541 East Hector St., Conshohocken, PA 19428
Limited Industry/Residential Overlay Districts

OWNER OF RECORD: Philadelphia Business Services Realty Co., Inc.
2 Fairhill Circle, Radnor, PA 19087

The Petitioner is requesting an extension of zoning relief granted in 2018 through December 1, 2019 for development of 12-unit, multi-family building, and associated parking.

The Petitioner was granted relief from Section 27-703 E. (6) to expand a non-conforming use; 27-1903 (B) (2) to allow a greater density than 33 units per acre; 27-1903 (B) (9) to permit parking under rather than to the rear of the building; and 27-1903 (B) (12) to permit a minimum tract area of 12, 000 square feet rather than 1 acre.

Interested parties are invited to attend the hearing. Anyone requiring special accommodations to attend this hearing should contact Conshohocken Borough Administration Office at 610-828-1092 as soon as possible to make arrangements.

Borough of Conshohocken
Zoning Hearing Board

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF CRAFT CUSTOM HOMES, LLC

REGARDING

541 EAST HECTOR STREET

2018-17

DECISION OF THE BOARD

P-3

I. HISTORY

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

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

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

P-1 – Zoning Notice.

P-2 – Zoning Application.

P-3 – Addendum.

P-4 –Aerial Map.

P-5 – Existing Conditions Plan.

P-6 – Zoning Hearing Exhibit.

P-7- First Floor Parking Plan.

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

P-9 – Architect’s Renderings.

P-10 – Agreement of Sale.

P-11 –Memo from Chris Stetler.

P-12– Letter from Michael Peters.

A-1 – Deed.

A-2 – Agreement of sale.

A-3 – Board of Assessment Records.

A-4 –Aerial Map.

A-5 – Photograph.

A-6 – Existing Features Plan.

A-7- Parking Plan.

A-8 – Parking Plan.

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

A-10 – Photographs.

A-11 –Petition.

A-12–Nicholas Vastardis C.V.

FINDINGS OF FACT

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

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

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

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

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

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

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

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

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

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

a. He is a real estate developer and builder.

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

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

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

II. DISCUSSION

Section 27-703 states:

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

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

B. Change of Use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-bedroom unit
3-bedroom unit

900
1,100

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

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

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

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

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

III. CONCLUSIONS OF LAW

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

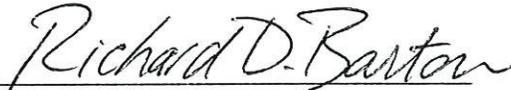
1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances or conditions generally created by the provisions of the Ordinance in the neighborhood or district in which the property is located;
2. That because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Ordinance and that the authorization for a variance is therefore necessary to enable the reasonable use of the Subject Property;
3. That the variance will not alter the essential character of the neighborhood or district in which the Subject property is located, nor substantially or permanently impair the appropriate use or development of the adjacent property, or be detrimental to the public welfare;
4. That the unnecessary hardship has not been created by the Appellant; and,
5. That the variance will represent the minimum variance that will afford relief and will represent the least modification possible under Section 27-611.

ORDER

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

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

CONSHOHOCKEN ZONING HEARING BOARD



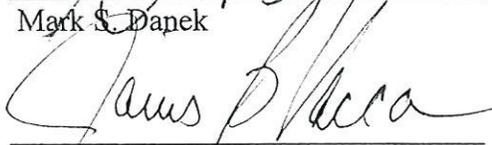
Richard D. Barton, Chairman – was not present for the hearing



Russell Cardamone, Jr.



Mark S. Dapiek



Janis B. Vacca



Gregory Scharff



BOROUGH OF CONSHOHOCKEN

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

P-1

ZONING NOTICE

ZONING HEARING Z-2018-17

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on Monday, October 15, 2018 at 7:00 p.m. prevailing time at the Conshohocken Borough Hall, 400 Fayette Street, Conshohocken, PA. At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: Craft Custom Homes, LLC
231 Redwood Rd., King of Prussia, PA 19406

PREMISES INVOLVED: 541 East Hector St., Conshohocken, PA 19428
Limited Industry/Residential Overlay Districts

OWNER OF RECORD: Philadelphia Business Service Realty Co., Inc.
2 Fairhill Circle, Radnor, PA 19087

The Petitioner is requesting a Special Exception under §27-703E(6), and Variances from §27-1903B(2), 27-1903B(9) and 27-1903B(12) of the Conshohocken Zoning Ordinance. The Petitioner proposes to convert the site to residential use, adding 3 additional stories to the building thereby expanding a non-conforming building. Twelve (12) units are proposed where 9 would be permitted. Parking would be provided under the building rather than behind it. The lot size is 12,000 square feet rather than the 1 acre required by the Residential Overlay district.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend this hearing should contact Conshohocken Borough Administration Office at 610-828-1092 as soon as possible to make arrangements.

Borough of Conshohocken
Zoning Hearing Board

P-2

BOROUGH OF CONSHOHOCKEN
SEP 10 '18 AM 10:56
RECEIVED



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

Zoning Application

Application: 2-2018-17
Date Submitted: 9/7/18
Date Received: 9/10/18
gms

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 27-703E(6) (Extension/Expansion of a Non-Conforming Building); Section 27-1903B(2) (Maximum Density);
Section 27-1903B(9) (Parking to Rear of Building); and 27-1903B(12) (Minimum Tract Size), see attached Addendum

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

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

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

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

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

E-mail Address: ryan.andrew@chariotsservices.com

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

6. Property Owner: Philadelphia Business Service Realty Co., Inc.

Address: 2 Fairhill Circle, Radnor, PA 19087

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: 60 x 200 Zoning District: LI with Residential Overlay

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.

One (1) story warehouse manufacturing building and accessory uses in a 8641 SF building.

10. Please describe the proposed use of the property.

Warehouse/manufacturing/office (see attached Existing Conditions Plan).

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

Utilize existing building foundation and first floor and construct a four (4) story residential building with twelve (12) condominium units and twenty-four (24) on-site surface parking spaces on the first level of the building (see attached Zoning Hearing Plan and Architect's Renderings of the proposed building); see attached Addendum.

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

Development of the property as proposed will advance the goals of the Residential Overlay District and be an improvement to the community.

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

a. The unique characteristics of the property: The property is long and narrow with numerous nonconformities.

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

c. How the proposal is consistent with the character of the surrounding neighborhood. The proposal is consistent with the evolving 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. The number of units requested is required in order to justify the expense of converting the property to a more appropriate use.

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.

N/A.

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

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

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

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

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

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

c. Phone Number: (610) 279-6800

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

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

Craft Custom Homes, LLC

By: _____

Applicant Ryan Alexaki, Member
Philadelphia Business Services Realty Co., Inc.

By: _____

Legal Owner

9-5-18

Date

COMMONWEALTH OF PENNSYLVANIA

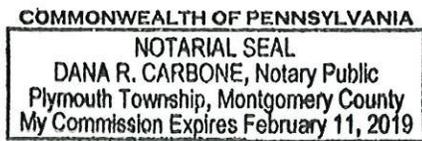
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 5th day of
September, 2018 as to Equitable Owner.

Dana R. Carbone

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: To Approve 22018-17 relief from
 27 A subject to testimony
 and representations made tonight and Council rep to Council that there
 Danek/ Cardamone will only be 3 unit
 dwellings

CONDITIONS: units be limited
 2 2 1 3 bedrooms

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
<u>Vacca</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Scharff</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Cardamone</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Danek</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Barton (absent)</u>	<input type="checkbox"/>	<input type="checkbox"/>

DATE OF ORDER: 10/15/18

**Addendum to Zoning Application to the Borough of Conshohocken
Zoning Board - 541 E. Hector Street, Conshohocken, PA (LI
District with Residential Overlay):**

Applicant, Craft Custom Homes, LLC, is the equitable owner of 541 E. Hector Street. The Applicant proposes to utilize the existing one (1) story building on the property as the first floor of a four (4) story building (first floor is parking; second and third floor are condominium units; and the fourth floor is lofts and a roof deck). The building will contain twelve (12) condominium units with twenty-four (24) parking spaces located at ground level under the building.

The existing building is nonconforming as to setbacks, impervious coverage and building coverage. Since the Applicant is utilizing the first floor of the existing building, those setbacks and impervious and building coverages are nonconforming and the building can be expanded upwards utilizing existing footprint and setbacks pursuant to §27-703E(6) by special exception.

Applicant seeks a variance from the maximum density in the Residential Overlay District to allow the twelve (12) proposed units. Density in the Residential Overlay District is thirty-three (33) units per acre. The property contains 12,000 SF which permits a total of nine (9) dwelling units by right (§27-1903B(2)).

Applicant seeks a variance to allow parking under the building. §27-1903B(9) indicates that parking should be to the rear of the building. The property has frontage on two (2) streets and has no rear yard. Parking under the building is preferable to parking in the yards. There is not adequate space in the yards for parking based on the existing building being preserved.

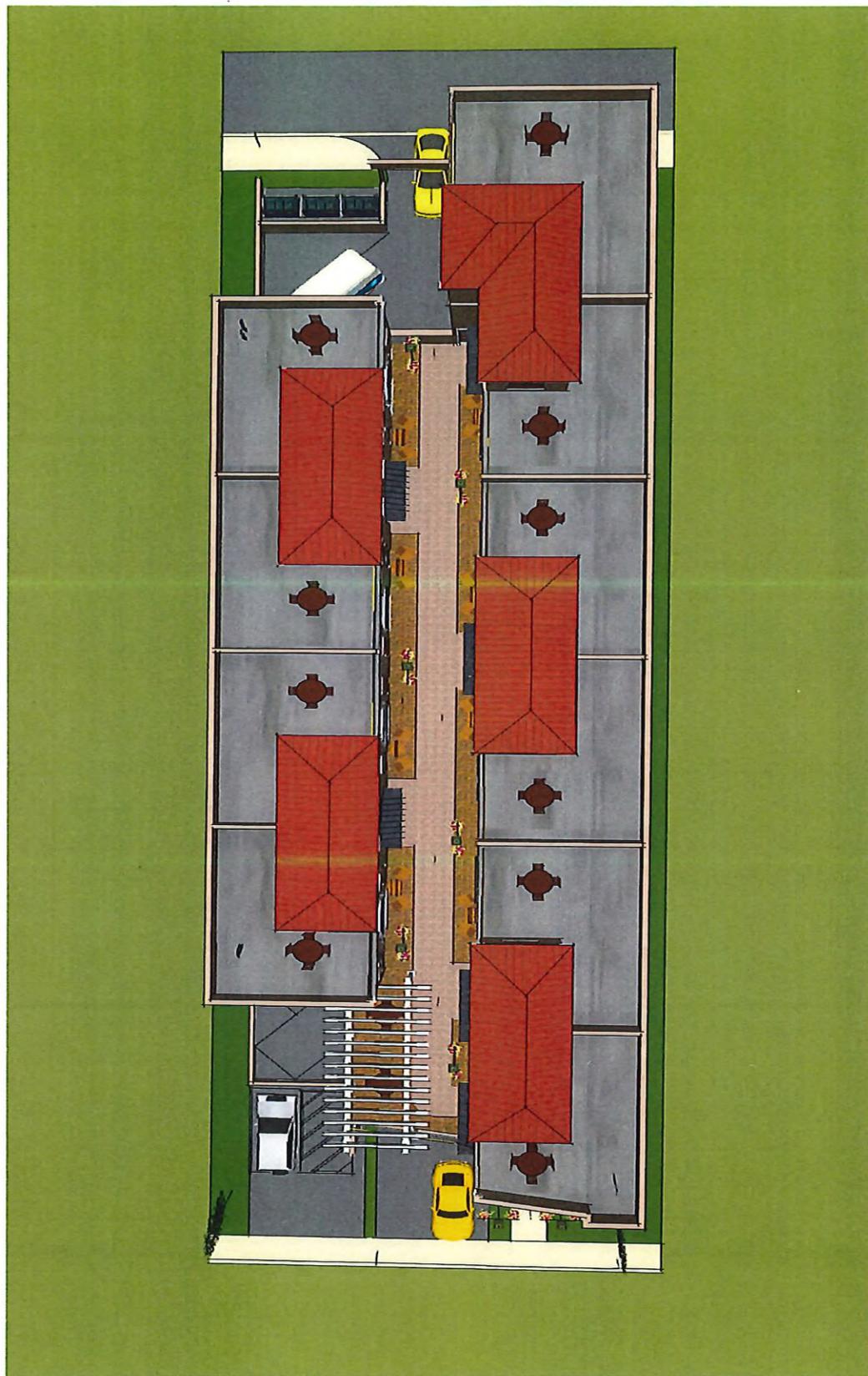
Applicant seeks a variance from the minimum tract size in the Residential Overlay District of one (1) acre (§27-1903B(12)); the property contains .275 acres (12,000 SF).

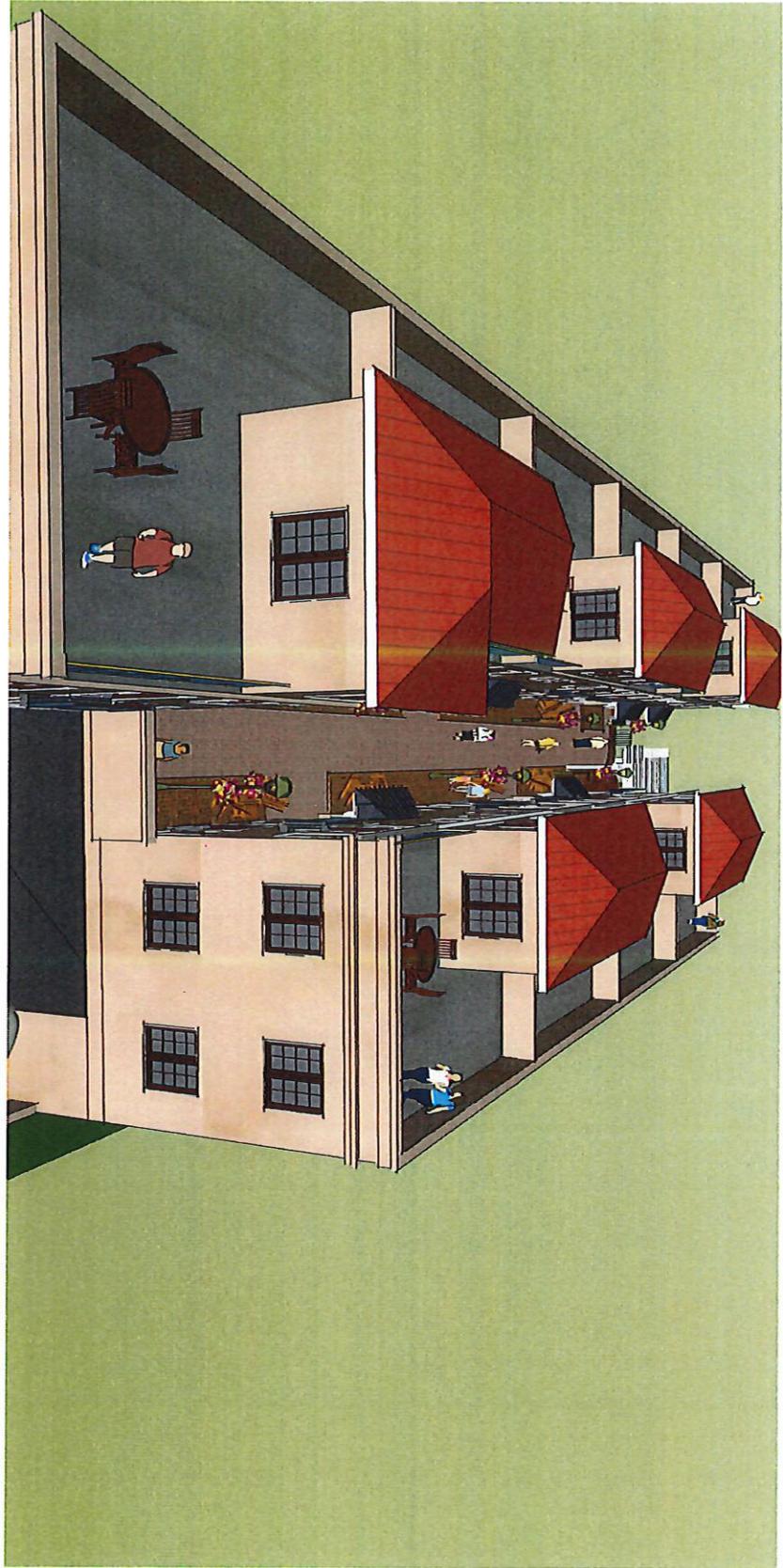
The twelve (12) units will be marketed and sold as condominium units. The proposed development is an upgrade to the neighborhood and achieves the goals of the Residential Overlay

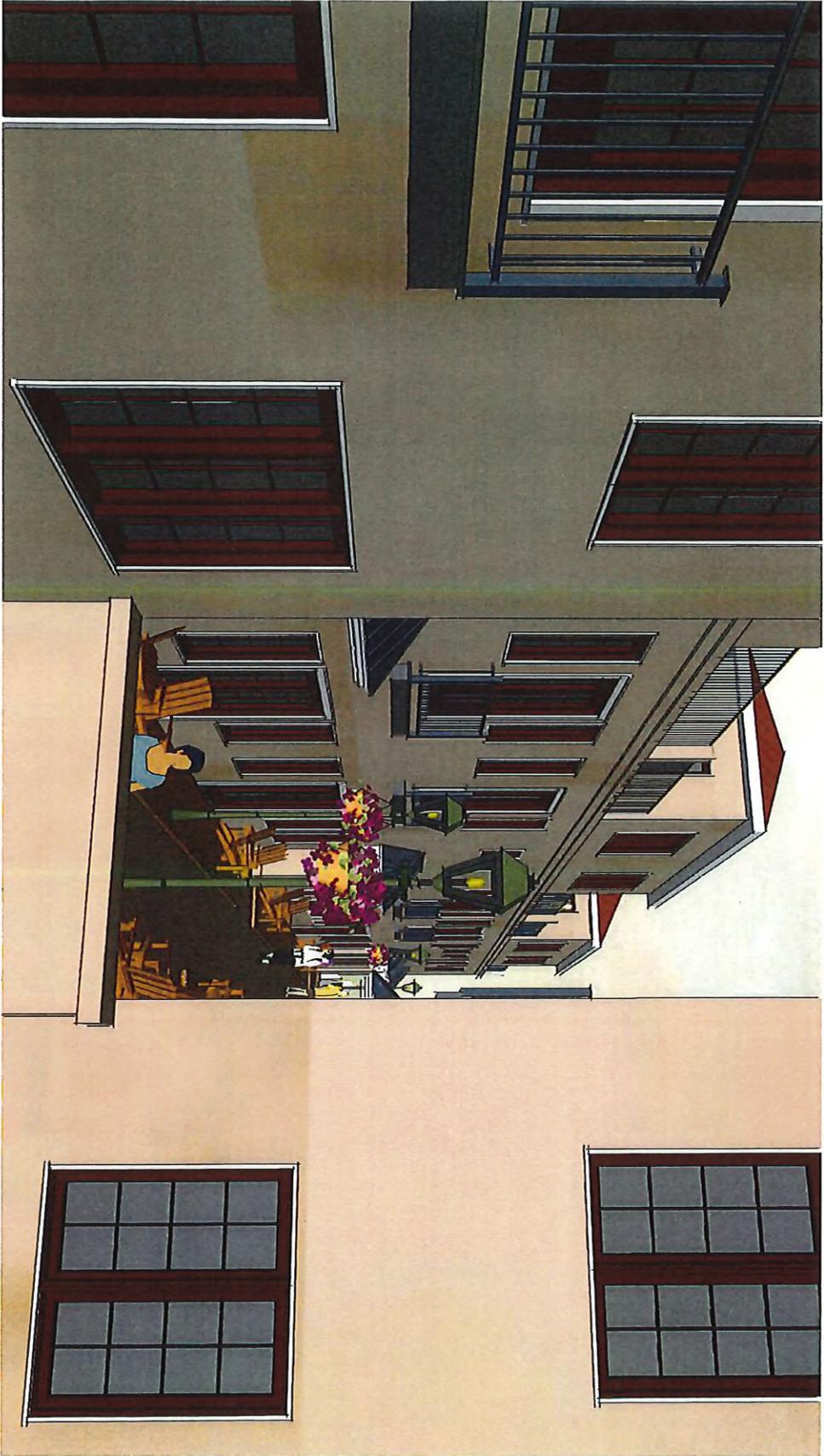
District and will not have an adverse impact on the health, safety and welfare of the community.

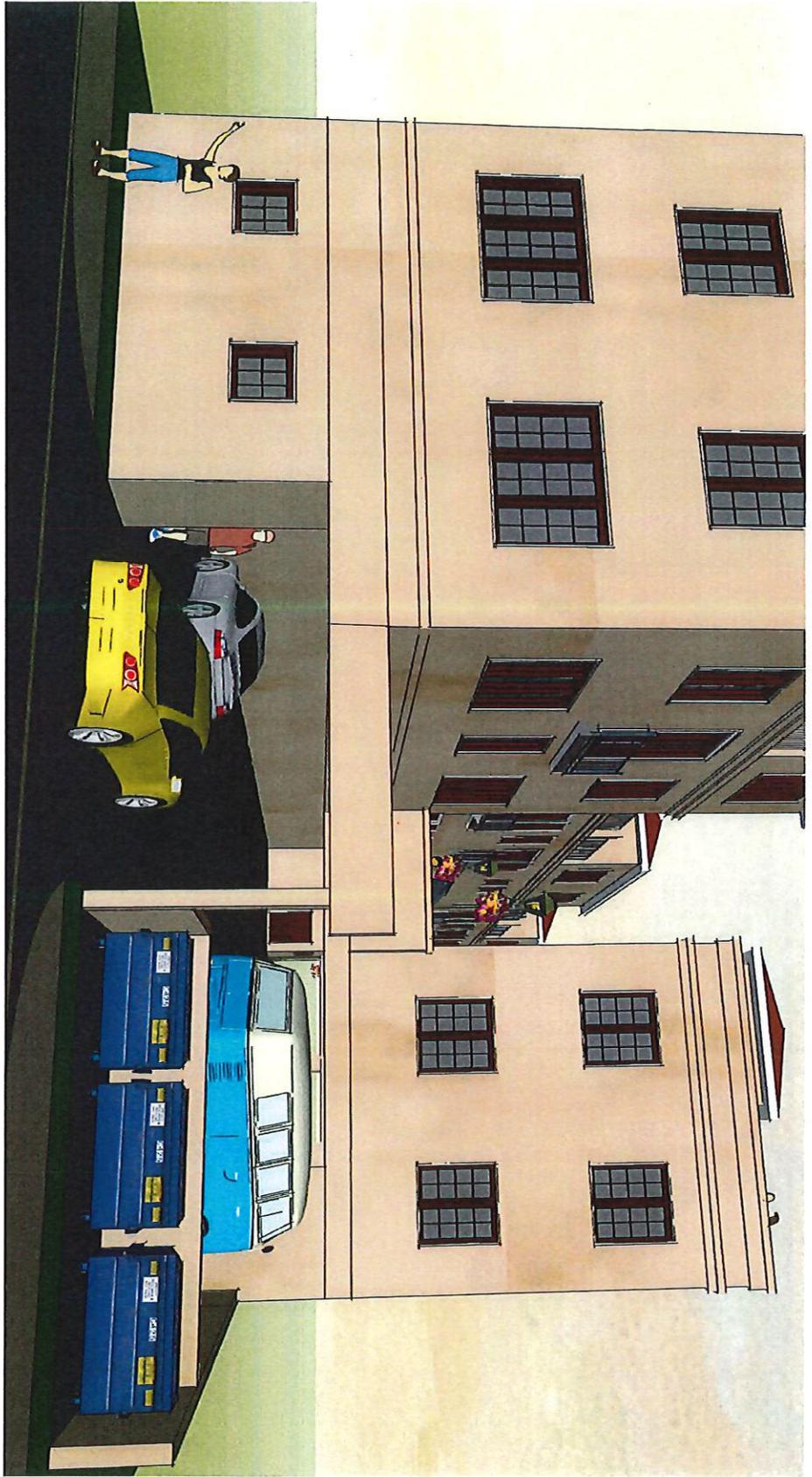
Attached to the Application are the following:

1. Aerial Map of the neighborhood
2. Existing Conditions Plan
3. Zoning Hearing Exhibit
4. First Floor (Parking) Plan
5. Floor Plans for Second, Third and Fourth Floor
6. Architect's Renderings
7. Agreement of Sale (redacted)







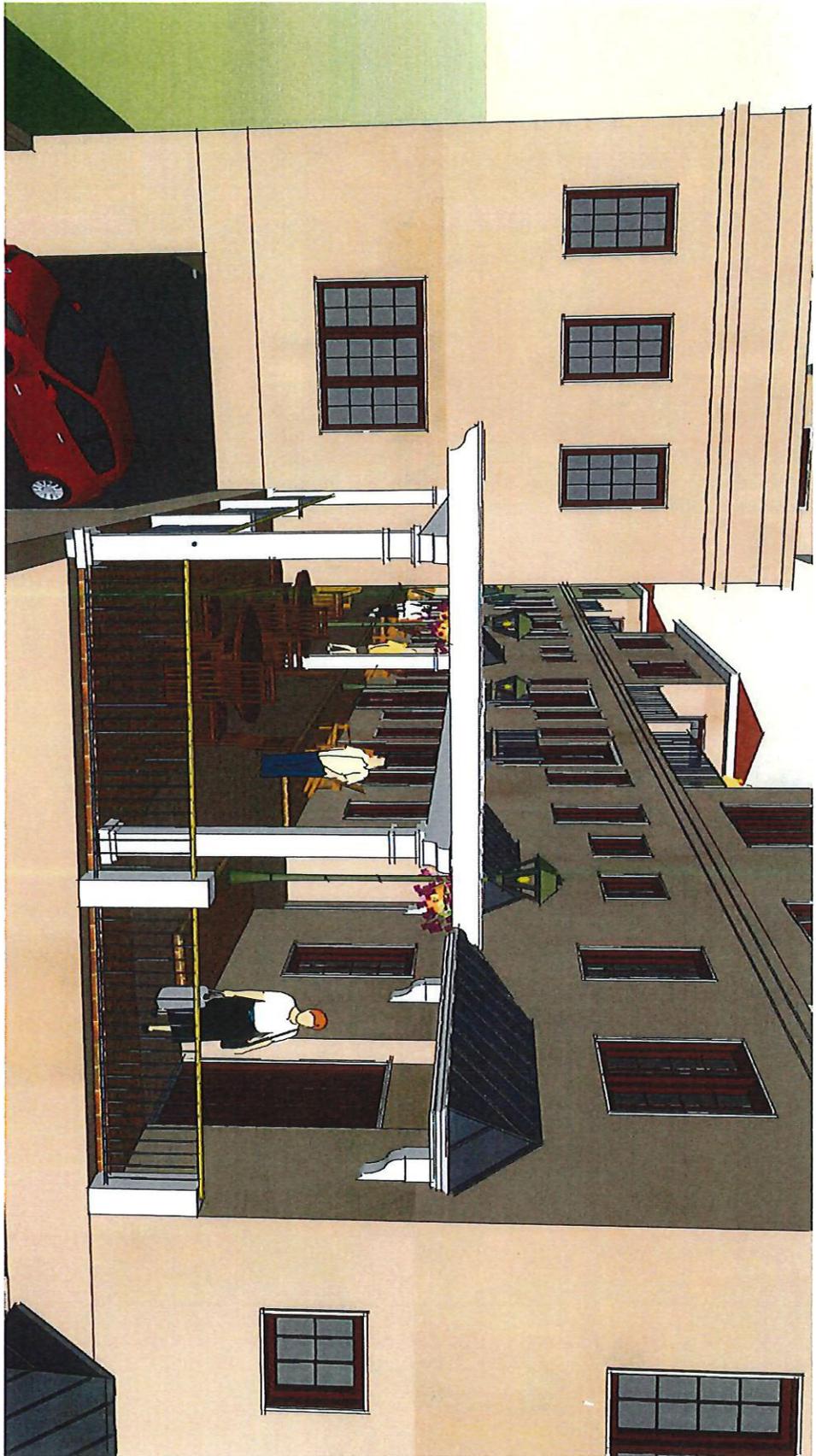


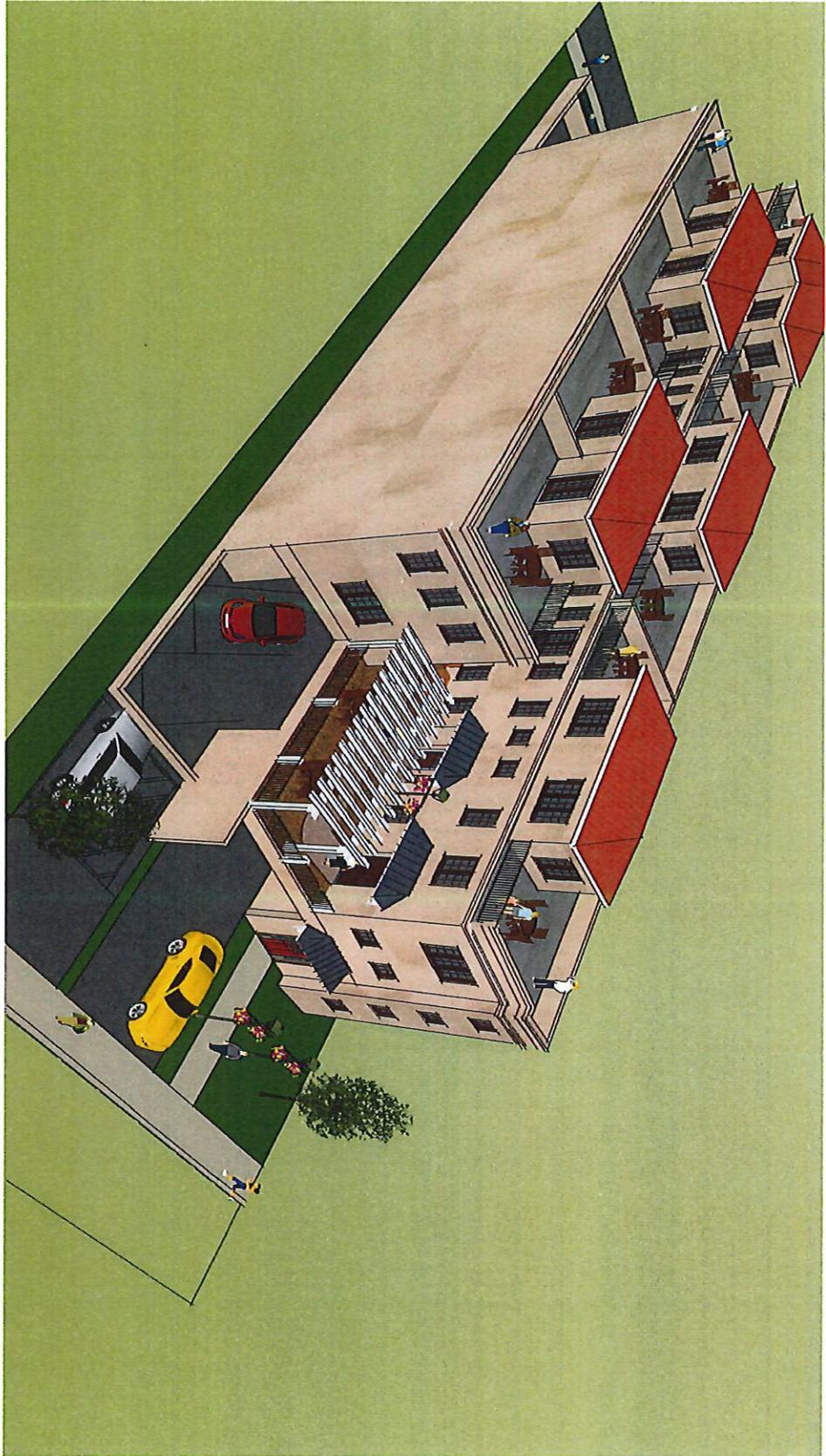












1 1. By this Agreement, dated June 11, 2018, Seller hereby agrees to sell and convey to
2 Buyer, who agrees to purchase, the identified Property.

3 2. PURCHASE PRICE AND DEPOSITS (3-15)

4 (A) Purchase Price \$ _____
5 _____
6 _____ U.S. Dollars), to be paid by Buyer as follows:

- 7 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,
8 if not included with this Agreement: \$ _____
- 9 2. Additional Deposit within 60 days of the Execution Date: \$ _____
- 10 3. _____ \$ _____

11 Remaining balance will be paid at settlement.

12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
13 within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
14 sonal check.

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

21 3. SETTLEMENT AND POSSESSION (6-13)

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

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

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

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

- 31 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
- 32 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December
- 33 31. School tax bills for all other school districts are for the period from July 1 to June 30.

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

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

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

39 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
40 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller
41 will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
42 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
43
44 Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

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

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

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

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

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

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

58 5. FIXTURES AND PERSONAL PROPERTY (4-14)

59 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; HVAC
60 equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below; any
61 remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: _____
62
63 _____
64 _____

65
66 Buyer Initials: DS

Seller Initials: RSB

67 (B) The following items are LEASED (not owned by Seller): _____
68

69 (C) EXCLUDED fixtures and items: _____
70

71 6. ZONING (4-14)

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

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

75 7. FINANCING CONTINGENCY (4-14)

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

77 ELECTED.

78 (A) This sale is contingent upon Buyer obtaining financing according to the following terms:
79

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

80 (B) Financing Commitment Date _____

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

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

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

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

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

86 9. SELLER REPRESENTATIONS (6-13)

87 (A) Status of Water

88 Seller represents that the Property is served by:

89 Public Water Community Water On-site Water None _____

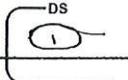
90 (B) Status of Sewer

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

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

97 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

126 Buyer Initials: 

Seller Initials: 

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

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

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

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

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

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

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

157
158 (F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association
159 assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority
160 has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safe-
161 ty or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such
162 ordinances that remain uncorrected, unless otherwise specified here: _____
163 _____

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

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

167 10. WAIVER OF CONTINGENCIES (9-05)

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

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

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

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

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

192 Buyer Initials: _____

Seller Initials: _____

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

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

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

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

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

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

- 210 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
211 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 212 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
213 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 days
214 (10 if not specified) that Buyer will:

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

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

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

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

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

232 13. TAX DEFERRED EXCHANGE (4-14)

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

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

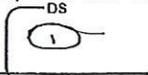
249 14. COMMERCIAL CONDOMINIUM (10-01)

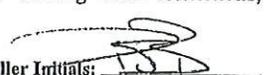
250 NOT APPLICABLE.

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

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

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

257 Buyer Initials: 

Seller Initials: 

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

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

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

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

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

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

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

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

344 Other: _____

345 22. REPRESENTATIONS (1-10)

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

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

352 23. BROKER INDEMNIFICATION (6-13)

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

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

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

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

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

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

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

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

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

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

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

389 Buyer Initials: _____

Seller Initials: _____

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

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

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

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

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

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

407 25. ARBITRATION OF DISPUTES (1-18)

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

414 26. RELEASE (9-05)

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

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

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

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

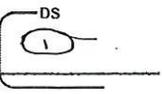
429 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satis-
430 fied by communication/delivery to the Broker for Buyer; if any, except where required by law. If there is no Broker for Buyer, those
431 provisions may be satisfied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

435 29. NOTICE BEFORE SIGNING (4-14)

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

445 30. SPECIAL CLAUSES (4-14)

- 446 (A) The following are part of this Agreement if checked:
447 Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
448 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
449 Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
450 _____
451 _____
452 _____

453 Buyer Initials: 

Seller Initials: 

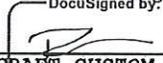
454 (B) Additional Terms: SALE IS CONTINGENT UPON ZONING APPROVAL FOR "CONDITIONAL USE" OF PROPERTY. IN THE
455 EVENT USE IS NOT PERMITTED BUYER MAY TERMINATE AND ALL DEPOSIT MONEY RETURNED WITHIN 7 DAYS.
456
457
458

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

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

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

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

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

DocuSigned by:
CRAFT CUSTOM HOMES
F317915810B64A6...

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

478 BUYER _____ DATE _____

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

481 BUYER _____ DATE _____

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

484 AUTHORIZED REPRESENTATIVE _____

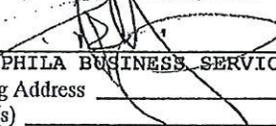
485 Title _____

486 COMPANY _____

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

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

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

493 SELLER  DATE 6/12/18

PHILA BUSINESS SERVICE REALTY

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

496 SELLER _____ DATE _____

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

499 SELLER _____ DATE _____

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

502 AUTHORIZED REPRESENTATIVE _____

503 Title _____

504 COMPANY _____



BOROUGH OF CONSHOHOCKEN

MEMORANDUM

MAYOR
Yaniv Aronson

P-11

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

Stephanie Cecco
Borough Manager

Date: September 14, 2018

To: Stephanie Cecco, Brittany Rogers

From: Chris Stetler

Re: 541 East Hector Street Zoning Determination

History of the Site: 541 East Hector Street is a 12,000 square foot lot in the Limited Industry Zoning District (LI). The property consists of an office/warehouse structure, which is a permitted use in the LI District. Structures on the site are non-conforming with regard to the dimensional requirements. Residential uses are permitted in LI under the Residential Overlay District of the Zoning Ordinance. There have been no zoning applications or decisions regarding this property in recent years.

Current Application: The property is under agreement to a Developer who proposes to convert the office/warehouse use to twelve (12) residential condominium units. The building would retain the foundation and first floor, and add three (3) additional stories to accommodate the residential units. Twenty-four (24) parking spaces would be located on the first level under the building. Vehicular access is proposed to be one (1) way into the site from East Hector Street; and one (1) way out of the site onto East Elm Street. The Developer proposes to maintain the existing non-conformities of the building, in order to develop the residential use.

Zoning Determination: The building is non-conforming with respect to dimensional requirements: front, side and rear yard setback; built area and impervious coverage. The Developer proposes to maintain the existing non-conformities in developing the residential use, and expand the building under Part 700 of the Zoning Ordinance: Non-Conforming Uses. Expansion of a non-conforming building is permitted by special exception one (1) time for not more than twenty-five percent (25%) of the gross square footage of the building. The proposed expansion would be more than twenty-five percent (25%), and would require a variance for the size of the expansion in addition to the special exception to expand the building.

If a substantial portion of the first floor is not maintained, variances to a majority of dimensional requirements of the Residential Overlay District would be required, as the building would be considered to be demolished.

If the dimensional non-conformities are maintained, variances for tract size of less than one (1) acre, parking under rather than behind the building; and for a density of twelve (12) units rather than nine (9) units (33 units per acre are permitted, which would reduce to 9 units for a .275 acre site.).

The full extent of relief needed is under review with the Borough Solicitor with respect to the expansion of the non-conforming building, and maintenance of the existing dimensional non-conformities.



Michael E. Peters, Esquire
60 East Court Street
P.O. Box 1389
Doylestown, PA 18901
(215) 345-7000
mpeters@eastburngray.com

October 15, 2018

VIA E-MAIL

Michael P. Clarke, Esquire
Rudolph Clarke, LLC
350 Sentry Parkway East
Building 630, Suite 110-A
Blue Bell, PA 19422
mclarke@rudolphclarke.com

**RE: Conshohocken Zoning Hearing Board
541 East Hector Street**

Dear Mike:

Please be advised that on October 3, 2018, the Borough Council of the Borough of Conshohocken reviewed the Zoning Application of Craft Custom Homes, LLC for the above-referenced property, requesting a special exception from Zoning Ordinance § 27-703.E(6), and variances from Zoning Ordinance §§ 27-1903-B.2, 27-1903-B.9, and 27-1903-B.12 to permit twelve residential units on the property and parking under the building rather than behind.

After review of the application, Council determined that the applicant's proposal was acceptable to Borough Council, subject to a condition and restriction that the residential units contain no more than 2-bedrooms. As a result, Council voted to support the Applicant's request for the above relief, subject to imposition of the foregoing condition.

Thank you.

Very truly yours,

Michael E. Peters, Esquire
Borough Solicitor

cc: Chris Stetler, Zoning Officer
Ed Hughes, Esquire