

ZONING HEARING BOARD

AGENDA

December 14th, 2020, 7:00 PM

This meeting is being held using a Go to Meeting platform and will be recorded.

The public is asked to please keep their phones on mute at all times. There will be time for public comment that will be announced by the Zoning Hearing Board Chairman. During the meeting, you may submit written comments by e-mailing them to Zoning@conshohockenpa.gov. Please provide your name, address and property reference.

- 1. Call to Order
- 2. Appearance of Property

PETITIONER: Seven Tower Bridge Development, LLC
110 Washington St., Conshohocken, PA 19428
Specially Planned District 2

PETITIONER: ACG, LLC
PREMISES INVOLVED: 900 Fayette St., Conshohocken, PA 19428
Residential Office

PETITIONER: Corson Street Acquisitions, LP
PREMISES INVOLVED: 400 W. Elm St., Conshohocken, PA 19428
Specially Planned District 3

**** Persons who submitted an entry of appearance application for a specific property will be called upon at the appropriate time.

- 3. Public Comment (state your name, address and property reference)
- 4. Announcements/Discussion
- 5. Adjournment

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the 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 zoning@conshohockenpa.gov.



Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING NOTICE DECEMBER 14, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

ZONING HEARING Z-2020-16

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on December 14, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of Conshohocken Zoning Hearing Board 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: Seven Tower Bridge Development, LLC

110 Washington St., Conshohocken, PA 19428

PREMISES INVOLVED: 110 Washington St., Conshohocken, PA 19428

Specially Planned District 2 Zoning District

OWNER OF RECORD: Seven Tower Bridge Development, LLC

110 Washington St., Conshohocken, PA 19428

The Petitioner is requesting a variance from the Borough Zoning Code Section 27-2109.5 to permit the installation of 3 building mounted signs, exceeding the number and size of signage permitted on the property.

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



Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS Cecco, Borough Manager

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.

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

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/972846509

You can also dial in using your phone. United States (Toll Free): <u>1 866 899 4679</u>

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/972846509

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

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Borough of Stephanie Cecco, Borough Manager

Conshohocken Zoning Hearing Board Entry of Appearance as a Party

I/We
Request to be granted party status in Application <u>Z-2020-16</u> .
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 December 9th, 2020)

MAIL:

Borough of Conshohocken Attn: Bobbi Jo Myrsiades 400 Fayette St. – Suite 200 Conshohocken, PA 19428

E-MAIL:

zoning@conshohockenpa.gov



November 12, 2020

Ross Weiss

Direct Phone 610-941-2361 Direct Fax 877-295-6883 rweiss@cozen.com

VIA HAND DELIVERY AND EMAIL

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

Re: Application of Seven Tower Bridge Development, LLC ("Seven Tower Bridge") to the Borough of Conshohocken Zoning Hearing Board for Signage

Dear Eric:

Enclosed please find the following:

- A. Two checks made payable to the Borough of Conshohocken in the amount of \$500 and \$1,500, respectively, representing the filing fee and the escrow;
- B. An original of the Application to the Conshohocken Zoning Hearing Board with Addendum and the following Exhibits:
 - 1. Aerial Site plan.
 - 2. Deed for Seven Tower Bridge.
 - 3. Proposed signage plans.
 - Conceptual photo of South elevation, penthouse channel letter set as viewed from the Fayette Street Bridge.
 - 5. Prior Signage Zoning Decisions.

We are respectfully requesting placement on Borough Council's Wednesday, December 2, 2020 Agenda and on the Zoning Hearing Board's Monday, December 14, 2020 Agenda.

Please confirm that the Application is complete in an email or let me know if anything is missing. Also, please confirm the above meeting dates.

Very truly yours,

COZEN O'CONNOR

Ross Weiss By:

RW/ngd Enclosure

CC: Ellen Pulver Flatt

Elizabeth Castleman

Jeff Carson Kevin Bergmaier Jennifer Stark Kevin McMahon Olin Honore Keleaf Johnson William Connor Michael Gahagen



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

Zoning Application

	the state of the s	
		Application:
1.	Application is hereby made for:	Date Submitted:
	Special Exception X Variance	Date Received:
	Appeal of the decision of the zoning officer	
	Conditional Use approval Interpretation of the Zoni	ng Ordinance
	Other	
2.	Section of the Zoning Ordinance from which relief is requeste 27-2109.5	ed:
3.	Address of the property, which is the subject of the application Seven Tower Bridge Development, LLC 110 Washington Street, Conshohocken, PA	on:
4.	Applicant's Name: Seven Tower Bridge Development, LLC	
	Address: 110 Washington Street, Conshohocken, PA	
	Phone Number (daytime):610-834-3185	
	E-mail Address: epulverflatt@otpcorp.com / ecastleman@otpc	orp.com
5,	Applicant is (check one): Legal Owner X Equitable Owner	; Tenant
6.	Property Owner: Seven Tower Bridge Development, LLC/ARE	P Eight Tower Bridge, LLC
	Address: See above.	
	Phone Number: 610-834-3185	
	E-mail Address: epulverflatt@otpcorp.com / ecastleman@otpc	orp.com
7.	Lot Dimensions: 3.03 Acres Zoning District	SP-2

8.	Has there been previous zoning relief requested in connection with this Property?			
	Yes X No If yes, please describe.			
	Please see addenum.			
9.	Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.			
	Please see addendum.			
10.	Please describe the proposed use of the property.			
	mi 11 1			
	Please see addendum.			
	*			
11.	Please describe proposal and improvements to the property in detail.			
	mi 11 1			
	Please see addendum.			

12.	Please describe the reasons the Applicant believes that the requested relief should be granted.			
	Please see addendum.			
13.	If a <u>Variance</u> is being requested, please describe the following:			
	a. The unique characteristics of the property: Please see addendum.			
	b. How the Zoning Ordinance unreasonably restricts development of the property:			
	Please see addendum.			
	c. How the proposal is consistent with the character of the surrounding neighborhood Please see addendum.			
	d. Why the requested relief is the minimum required to reasonably use the			
	property; and why the proposal could not be less than what is proposed.			
	Please see addendum.			
14.	The following section should be completed if the applicant is contesting the determination of the zoning officer. a. Please indicate the section of the zoning ordinance that is the subject of the zoning officer's decision (attach any written correspondence relating to the			
	determination). Not applicable.			

	determination.
	Not applicable.
15.	If the Applicant is requesting any other type of relief, please complete the following section.
	a. Type of relief that is being requested by the applicant.
	Not applicable.
	b. Please indicate the section of the Zoning Ordinance related to the relief being
	requested. Not applicable.
	Not applicable.
	c. Please describe in detail the reasons why the requested relief should be granted.
	Not applicable.
16.	If the applicant is being represented by an attorney, please provide the following information.
	a. Attorney's Name: Ross Weiss, Esquire
	Cozen O'Conner, 200 Four Falls Corporate Center, Suite 400 b. Address: West Conshohocken, PA 19428
	c. Phone Number: _610-941-2361
	d. E-mail Address:rweiss@cozen.com

I/we hereby certify that to the best of my knowledg	e, all of the above statements contained in
this Zoning Application and any papers or plans su Borough of Conshohocken are true and correct.	omitted with this application to the
2010 agri of Constitutional and and correct.	
Applicant Donald W. Pulver, President	
Seven Tower Bridge Development, LLC	
Legal Owner	
November 11, 2020	
Date	
COMMONWEALTH OF PENNSYLVANIA	
COUNTY OF MONTGOMERY	
As subscribed and sworn to before me this	day of
	,
Notary Public	
(Seal)	



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

Decision

	(For	Borough Use Only)		
Application Granted		Application Denied		
MOTION:				
CONDITIONS:				
BY ORDER OF THE Z	ONING HEARIN	G BOARD		
		Yes	No	
A APPEN OR COMPANY				0.
DATE OF ORDER:				

ADDENDUM

APPLICATION OF SEVEN TOWER BRIDGE DEVELOPMENT, LLC ("SEVEN TOWER BRIDGE") FOR SIGNAGE ON THE PROPERTY OF SEVEN TOWER BRIDGE

BACKGROUND

Seven Tower Bridge is seeking variances for signage relief for its ten-story 260,000 square foot office building and parking garage (with 818 parking spaces) along the Schuylkill River and adjacent to the Fayette Street Bridge. Seven Tower proposes to place:

- A. Identical sets of internally illuminated "Hamilton Lane" channel letters @ 10' x 54' 4 1/2" (543.75 sq. ft.) on the North and South penthouse tower of the building at Seven Tower Bridge.
- B. One (1) set of internally illuminated "Hamilton Lane" channel letters @ 6' x 32' 7 ½" (195.75 sq. ft.) on the West wall of parking garage's 4th level Parapet at Seven Tower Bridge.

Hamilton Lane has leased 130,000 square feet of Seven Tower Bridge (5 of the total floors) and is relocating their business operations to Conshohocken from Bala Cynwyd.

The Hamilton Lane story began in Philadelphia in 1991, when they launched as a private equity advisory firm working with large public pension plans. Twenty-nine years later, they are a global brand and a recognized leader in the private markets, with 17 offices and more than 400 employees worldwide.

Seven Tower Bridge will be the world Headquarters for Hamilton Lane, with \$68 Billion in Assets Under Management (AUM) and \$447 Billion in Assets Under Supervision (AUS); across 600 (+) clients worldwide.

RELIEF REQUESTED

A. Seven Tower Bridge is located in the SP-2 Zoning District. S27-2109 - Signs Permitted in the Specialty Plan Districts (SP-1, SP-2 and SP-3) in subsection 5 limit the size of signs for a property (75 sq. ft. max. wall sign) and quantity (only 1 per property).

- B. Hamilton Lane's penthouse tower exposure for the identical two (2) signs will be 1,087.50 sq. ft. facing North and South within the Borough. We are seeking relief against quantity (1 sign per property) and exposure (75 max. sq. ft. permitted).
- C. Hamilton Lane's garage deck signage will afford recognition and visibility from the Fayette Street Bridge and West elevation within the Borough. Again, we are seeking relief against quantity (1 sign per property) and exposure (75 max. sq. ft. permitted).
- D. This property received a variance in 2020 for temporary signage relief to allow for 988 sq. ft. of cumulative temporary banner exposure along the Fayette Street Bridge and the Eight Tower Bridge parking garage.

EXHIBITS

- 1. Aerial Site plan.
- 2. Deed for Seven Tower Bridge.
- 3. Proposed signage plans
- 4. Conceptual photo of South elevation, penthouse channel letter set as viewed from the Fayette Street Bridge.
- 5. Prior Signage Zoning Decisions.
 - 161 Washington Street (Seven Tower Bridge) 2016
 - 1 Fayette Street (Two Tower Bridge) 2014
 - 181 Washington Street (Six Tower Bridge) 2012
 - 2 Ash Street (Three Tower Bridge) 2010
 - 110 Washington Street (Seven Tower Bridge) 2007
 - Photographs

BASIS FOR RELIEF

A. Applicant's property is located adjacent to the Schuylkill River and the Fayette Street Bridge at a grade substantially below the level of the bridge. The proposed wall signs are needed in order to direct persons coming to the Seven Tower Bridge site and Hamilton Lane's offices therein, including, but not limited to visitors, clients, contractors, deliveries and prospective tenants. Due to the location of Seven Tower Bridge's property below the bridge level and away from major roads, signage must be installed on the penthouse and the garage parapet adjacent to the Fayette Street Bridge to deliver information at a height and size that is visible to passing motorists.

- B. The unique location of the Seven Tower Bridge property adjacent to the Schuylkill River, below the Fayette Street Bridge and without street frontage on Washington Street creates a hardship that was not created by Seven Tower Bridge and the proposed signage will not endanger the health, safety and welfare of the community. In fact, it will benefit the community by better identifying the Seven Tower Bridge location.
- C. The relief requested is the minimal relief necessary to adequately direct the public to the Seven Tower Bridge site.
- D. The relief requested is de minimis.
- E. Seven Tower Bridge is located in a commercial area of the Borough where many signs have been erected on buildings to direct the travelling public to the various locations.
- F. There are several existing office buildings in the vicinity of Seven Tower Bridge, as well additional office buildings currently under construction in Conshohocken.
- G. The pandemic has altered the leasing landscape in Conshohocken.



Office of the Borough Manager

Yaniv Aronson

MAYOR

BOROUGH COUNCIL

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

Stephanie Cecco Borough Manager

MEMORANDUM

Date: November 23, 2020

To: Stephanie Cecco, Brittany Rogers

From: Eric P. Johnson, PE

Re: 110 Washington Street - Seven Tower Bridge

Zoning Determination

History of the Site:

Seven Tower Bridge is a 10-story 260,000 square-foot office building with accompanying parking garage that is approaching the end of construction at 110 Washington Street. The Seven Tower Bridge property is located along the Schuylkill River and adjacent to the Fayette Street bridge. Earlier this year, the applicant was granted zoning relief to allow for the installation of a temporary banner sign and temporary pole mounted sign on both the 110 Washington Street (Seven Tower Bridge) and 161 Washington Street (Eight Tower Bridge) properties identifying the new development. The temporary signage is required to be removed twelve months after the issuance of the first occupancy permit or December 31, 2022, whichever occurs first. The Seven Tower Bridge property is located in the SP-2 Zoning District.

Current Request:

The applicant proposes to install tenant identification signage on the Seven Tower Bridge building and attached parking garage. The following signage is proposed:

- Two (2) identical internally illuminated "Hamilton Lane" channel letter signs, each with an area of 543.75 square feet, mounted on the north and south side of the building top mechanical screen.
- One (1) internally illuminated "Hamilton Lane" channel letter sign with an area of 195.75 square feet, mounted on the west wall of the parking garage 4th floor parapet.

In addition, the applicant has indicated the possibility of seeking to install additional signage on the property at a later date.

Zoning Determination:

Borough code Section 27-2109.5 permits one (1) freestanding sign or wall sign per building, with a maximum sign size of 75 square feet. The applicant is proposing to install three (3) wall signs that are all in excess of the permitted maximum size. A variance is required for the number and size of the proposed signage.

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DECEMBER SEATOR SECURITION OF THE SECURITION OF THE SEATOR SECURITION O

SEVEN TOWER BRIDGE ASSOCIATES, L.P.

COMPROPOSED SUITE 40

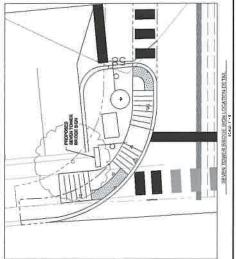
COMPROPOSED FOR INCOMP.

SIGNAGE RELIEF PLAN

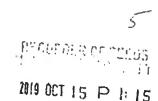
SEVEN TOWERS BRIDGE







SVEN TOWER BRIDGE CASIMAL RITE SERVAL DLAN.



PREPARED BY:

David M. Scolnic, Esquire Hangley Aronchick Segal Pudlin & Schiller One Logan Square, 27th Floor Philadelphia, PA 19103

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11848-20-7 CONSHOHOCKEN
FAYETTE ST
SEVEN TOWER BRIDGE ASSOCIATES \$15.00
8 017 U 051 L 2208 DATE: 10/15/2019 JE

RECORD AND RETURN TO:

Alan D. Keiser Commonwealth Land Title Insurance Company 1700 Market Street, Suite 2110 Philadelphia, PA 19103 PHT 190780
Commonwealth Land Title Insurance Company
1700 Market Street
Suite 2100
Philadelphia, PA 19103

Tax Parcel No.: 05-00-11848-20-7

SPECIAL WARRANTY DEED

THIS INDENTURE made this 4th day of October, 2019, to be effective as of October, 2019, between SEVEN TOWER BRIDGE ASSOCIATES, a Pennsylvania limited partnership (hereinafter called the "Grantor"), having an address at Two Tower Bridge, One Fayette Street, Suite 450, Conshohocken, PA 19428 and SEVEN TOWER BRIDGE DEVELOPMENT, LLC, a Delaware limited liability company (hereinafter called the "Grantee"), having an address at Two Tower Bridge, One Fayette Street, Suite 450, Conshohocken, PA 19428.

WITNESSETH, that the said Grantor, for ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, and intending to be legally bound, has conveyed, granted, bargained, sold, released and confirmed, and by these presents does convey, grant, bargain, sell, release and confirm unto the said Grantee, its successors and assigns:

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate, lying and being in the County of Montgomery, Commonwealth of Pennsylvania, as more fully described in Schedule 1 attached hereto and made a part hereof.

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

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

assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

UNDER AND SUBJECT to all covenants, conditions, restrictions, easements and rights of way of record to the extent valid, subsisting and enforceable, including, but not limited to, that certain Declaration of Environmental Covenant containing Activity and Use Limitations recorded on March 10, 2010 with the Recorder of Deeds for Montgomery County, Deed Book 5760, pages 02086-02098.

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

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year first above written.

GRANTOR:

SEVEN TOWER BRIDGE ASSOCIATES,

a Pennsylvania limited partnership

By: Seven Oliver Building Partner, L.P. its general partner

By: Seven Oliver Tower Associates, its general partner

By: Seven Oliver Tower Corporation, its general partner

Bv

Donald W. Pulver

President

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Milekitythic :

On this, the day of day of 2019, before me, the undersigned officer, personally appeared Donald W. Pulver who acknowledged himself to be the President of Seven Oliver Tower Corporation, a corporation which is the general partner of Seven Oliver Building Partner, L.P., a limited partnership, which is the general partner of Seven Oliver Building Partner, L.P., a limited partnership, which is the general partner of Seven Tower Bridge Associates, a limited partnership, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as the general partner of Seven Oliver Tower Associates, a limited partnership, as the general partner of Seven Tower Bridge Associates, a limited partnership, by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and notafrial scal.

Notary Public

(NOTARIAL SEAL)

My Commission Expires

 The address of the within-named Grantee is:

On Behalf of the Grantee

Special Warranty Deed

Legal Description of Property

PARCEL NO. 1

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements erected thereon.

SITUATE in the Borough of Conshohocken, Montgomery County, Commonwealth of Pennsylvania, described in accordance with a Record Plan for Seven Tower Bridge Associates, L.P., prepared by Pennoni Associates, Inc., West Chester, Pennsylvania, dated June 17, 2009, to wit:

COMMENCING at a point on the centerline of Fayette Street, said point being under the overhead bridge structure of said Fayette Street and measured from a point also on the centerline of said Fayette Street, South 41 degrees 00 minutes 00 seconds West 180.52 feet to the point of beginning, the property then continuing along property now or formerly owned by Eight Tower Bridge Development Associates for the following Two (2) Courses:

- 1. South 51 degrees 45 minutes 34 seconds East for 325.49 feet;
- 2. South 58 degrees 40 minutes 13 seconds East 349.21 feet;

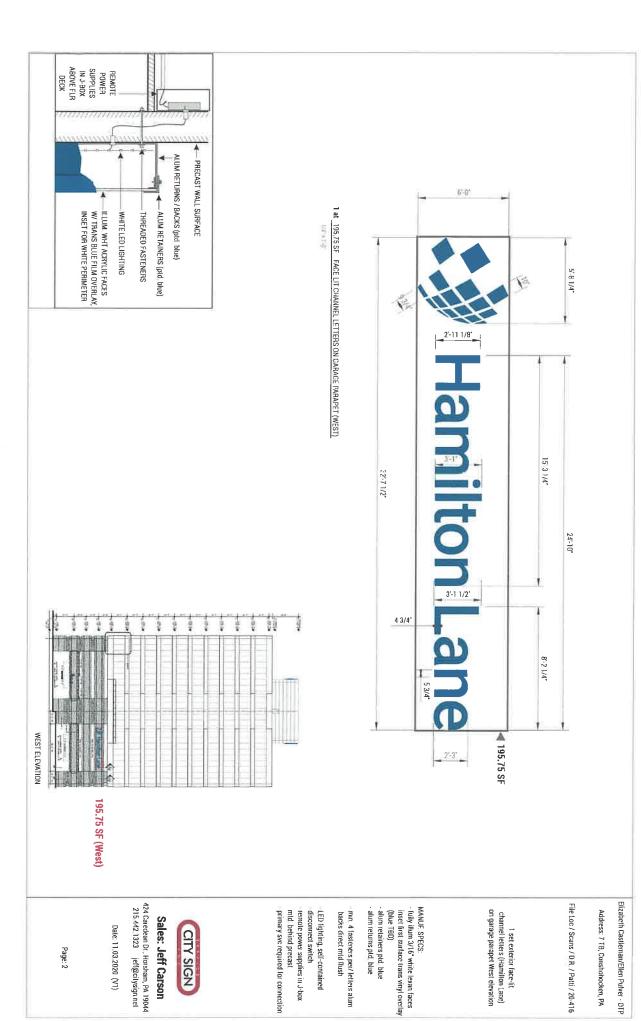
Thence along property now or formerly owned by Six Tower Bridge Associates, the following Three (3) Courses and Distances:

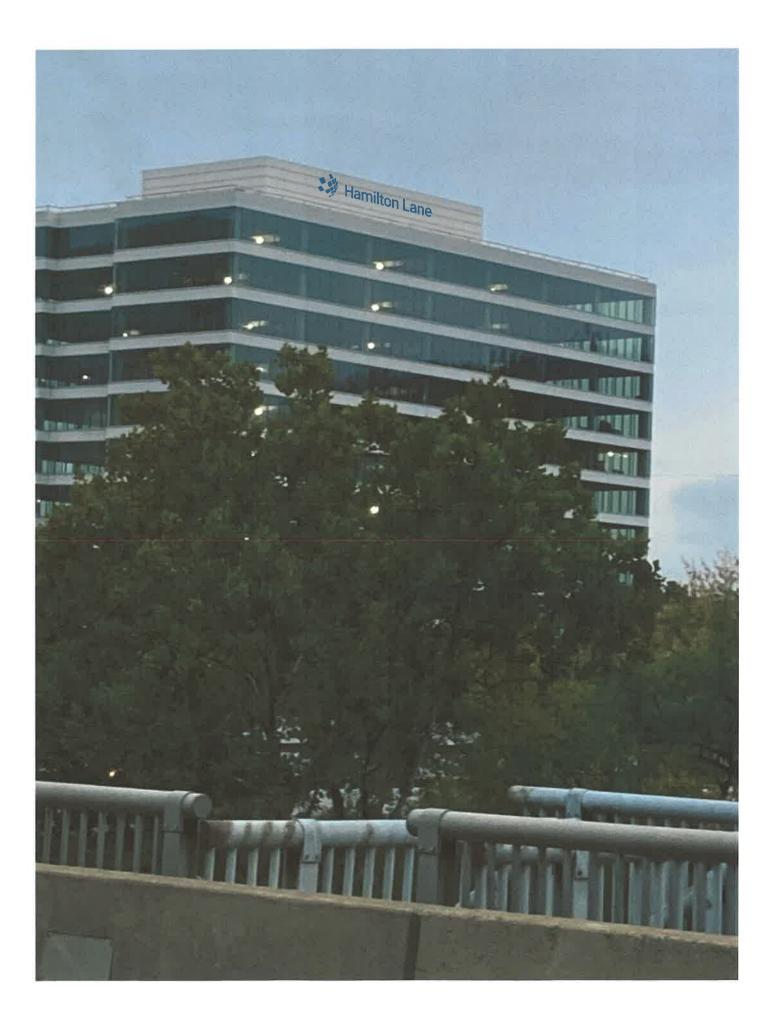
- 1. South 61 degrees 36 minutes 59 seconds East 5.15 feet;
- 2. South 18 degrees 23 minutes 35 seconds West 68.23 feet;
- 3. South 36 degrees 36 minutes 00 seconds West 150.50 feet;

Thence the following Eight (8) Courses and distances:

- 1. North 65 degrees 08 minutes 31 seconds West 22.42 feet;
- 2. North 58 degrees 45 minutes 00 seconds West 40.00 feet;
- 3. North 48 degrees 10 minutes 00 seconds West 200.00 feet;
- 4. North 54 degrees 45 minutes 00 seconds West 238.20 feet;
- 5. North 43 degrees 15 minutes 00 seconds West 215.30 feet;
- 6. North 43 degrees 15 minutes 00 seconds West 13.65 feet;
- 7. North 41 degrees 00 minutes 00 seconds East 149.99 feet;







BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF SEVEN TOWER BRIDGE ASSOCIATES/ESTHER PULVER

REGARDING

161 WASHINGTON STREET (SEVEN TOWER BRIDGE)

DECISION OF THE BOARD

I. <u>HISTORY</u>

On or about August 4, 2016, Seven Tower Bridge Associates/Esther Pulver (hereinafter called "Applicant"), filed the within Appeal seeking Variances from the terms of Sections 27-2109(3), 27-2109(5), and 27-2109(6), of the Borough of Conshohocken Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance"), seeking permission to erect off-premises real estate signs advertising the sale or rental of a building or property exceeding seventy-five (75) square feet on one (1) side or one-hundred fifty (150) square feet on two sides and exceeds forty (40) feet in height for the property located at 161 Washington Street, Conshohocken, Pennsylvania (hereinafter called "Subject Property").

After notice was duly given and advertised, a hearing was held on said Appeal at Borough Hall on September 6, 2016 at 8:00 p.m.

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

P-1 - Public Notice of the Case.

A-1 – Application with Addendum and Exhibits.

A-2 — Deed.

A-3 – Prior Decisions.

A-4 - Additional Building Wall Signs.

II. FINDINGS OF FACT

- The Subject Property is located at 161 Washington Street, Conshohocken,
 Pennsylvania in the Specially Planned 2 Zoning District.
- The Subject Property is owned by Eight Tower Bridge Development Association of One Fayette Street, Suite 450, in Conshohocken.
- 3. The Applicant was represented by Ross Weiss, Esquire.
- 4. The Applicant is requesting three (3) variances from the terms of the Zoning Ordinance.
- 5. Mr. Weiss called Mr. Jeff Carson to testify. Mr. Carson testified to the following:
 - a. Mr. Carson is affiliated with City Signs.
 - b. The Application is to permit Seven Tower Bridge to use existing and new sign structures on the premises of Eight Tower Bridge to advertise for Seven Tower Bridge.
 - c. Seven Tower Bridge is a to-be-constructed 250,000 square foot office building with a 818-space parking garage.
 - d. Seven Tower Bridge will be located between Eight Tower Bridge and the Schuylkill River.
 - e. Eight Tower Bridge is an existing 345,000 square foot office building with a 1,200-space parking garage.
 - f. Eight Tower Bridge currently has signage.

- g. Eight Tower Bridge also currently has a banner sign on its parking garage and identifying signage on a pole (hereinafter referred to as "pole sign") on the property adjacent to the Fayette Street bridge.
- The pole sign and the banner sign are currently on opposite sides of the Eight
 Tower Bridge property.
- i. The pole sign consists of two (2) banners, each measuring two (2) feet by seven (7) feet.
- j. The pole sign banners are double-sided.
- k. The banner sign on the parking garage is six (6) feet by twenty-two (22) feet, measuring 132 square feet.
- The existing pole sign banners will be replaced by new banners of the same dimensions on the same pole structure.
- m. The existing pole sign banners identify the marketing and development of Eight Tower Bridge; the signage "points" to the property.
- n. The proposed pole sign banners will be similar in design and content to the existing banners, but changed to reference Seven Tower Bridge.
- o. The Fayette Street bridge is elevated above the Seven Tower Bridge property.
- p. Zoning relief was requested roughly ten (10) years ago to allow for the construction of the pole sign and the installation of the existing banner sign. At the time, the signage was to advertise Eight Tower Bridge, the same property on which the signs were placed.
- q. The proposed pole sign would occupy the existing structure and sign frames.

- r. The proposed banner sign would now advertise Seven Tower Bridge and be moved to a different side of the Eight Tower Bridge parking garage.
- s. The Eight Tower Bridge banner sign will be removed if permission for the Seven Tower Bridge banner sign is granted.
- t. Relief is needed as the 132 square foot banner sign exceeds the permitted seventy-five (75) square feet.
- Relief is needed as these signs are now off-premises advertising for Seven
 Tower Bridge being placed on Eight Tower Bridge.
- v. Authorization for the placement of the signs has been received from the owner of Eight Tower Bridge.
- W. Zoning relief has been granted for other projects to exceed the maximum sign size.
- x. Mr. Carson was previously qualified as an expert in signage.
- The geographical nature of the property being low-lying and below the Fayette Street bridge creates a hardship. The property is basically obscured from view. The signage allows easy identification of the development through reuse of the existing signage visible from the Fayette Street bridge. The challenges of the topography for this site exceed similar challenges presented by other sites in the area.
- z. The signage is important during the pre-construction and construction phase to generate interest from tenants.
- aa. The signage is important to aide visitors and workers in finding the site.

- bb. Eight Tower Bridge and its garage obstruct the view of Seven Tower Bridge from the Fayette Street bridge, Harry Street, and Washington Street.
- cc. The requested relief is an extension of the previous relief granted.
- dd. There is no record of problems caused by this signage.
- ee. The proposed signage could be no smaller in size. The size is optimal for visibility from the surrounding roadways.
- ff. The size of the proposed signage is the most realistic and smallest amount possible.
- gg. The proposed signage is consistent with other signs in the area.
- hh. The proposed signage has no detrimental effect.
- ii. The location of the proposed signage is optimal for traffic and visibility.
- jj. Without the proposed signage, it would be easy for a visitor to miss the location of Seven Tower Bridge.
- kk. The signage is unable to strictly conform to the Zoning Ordinance due to the inherent physical circumstances and conditions.
- ll. There has been no difficulty in maintaining the existing signage.
- mm. No signage is mounted on the Fayette Street bridge.
- nn. There will no direct illumination of the signs.
- 6. Mr. Weiss called Mr. Donald W. Pulver to testify. Mr. Pulver testified to the following:
 - a. Mr. Pulver is the developer of the Tower Bridge buildings in both Conshohocken and West Conshohocken.
 - b. It is Mr. Pulver's belief that the signage aided visitors in locating the building.

- c. The Seven Tower Bridge site has a great riverfront location but is obscured by its placement below the Fayette Street bridge.
- d. Once the building is erected to its full fourteen (14) stories, it will be visible from the Fayette Street bridge. But, until construction is completed, its existence will be unknown.
- e. The signage is most important during the construction phase. It's the only way to identify the site.
- f. The Seven Tower Bridge site is primarily accessed by easements from the other surrounding office building properties.
- g. The signage is also important to advertising during the lease-up period to ensure occupancy.
- h. The signage should be in place until the building is about 80 percent (80%) rented.
- The building plans have been fully approved; the foundation has already been constructed with assistance from an RACP grant.
- j. The building and the site have been kept in conformity with all zoning and building rules.
- k. The building will most likely require at least four (4) years to reach 80 percent(80%) leasing.
- 1. The signage is best suited on the Eight Tower Bridge due to the heavy construction area on Seven Tower Bridge.
- The signage should be erected immediately to aid in leasing the property.
 Early leasing supports the financing of the construction.

- 7. When originally approved, the signage was on-premises advertising, per the Zoning Ordinance, as it advertised for Eight Tower Bridge. The change in the content of the advertising to advertising for Seven Tower Bridge changes the signage to off-premises advertising.
- 8. Temporary signs would be more appropriate for the relief requested.
- 9. Three (3) years from the issuance of the Certificate of Occupancy or six (6) years from the date of this Decision would be accepted by the Applicant.
- 10. No public comment was offered.

III. DISCUSSION

The Applicant is requesting three (3) variances from the terms of Sections 27-2109(3), 27-2109(5), and 27-2109(6).

Section 27-2109 is titled "Signs Permitted in the Specially Planned Districts (SP-1, SP-2 and SP-3)" and states the following:

- "1. Official street and traffic signs and any signs required by law.
- 2. Incidental signs for the convenience and safety of the public (for example, signs identifying parking areas, telephones, rest rooms, etc.) Each sign not to exceed four square feet in size and containing no advertising.
- 3. Real estate sign for advertising the sale or rental of the building or property upon which the sign is erected, provided that the total area on any one side of such signs on any one street frontage of any property in single or separate ownership shall not exceed 75 square feet.
- 4. Trespassing signs and signs indicating private ownership of roadways or other property, on the same premises therewith, provided that the total area on any one side of such sign shall not exceed two square feet and shall be spaced at intervals of not less than 100 feet of street frontage or property line.

- One freestanding sign or wall sign per building. The sign may be illuminated, either directly or indirectly. The total area of the sign shall not exceed the linear footage of the building's front facade or 75 square feet whichever is less. Corner properties are allowed one additional freestanding or wall sign provided its total area does not exceed the linear frontage of the building's facade for the side on which the sign is placed or 75 square feet, whichever is less.
- 6. Billboards defined in this Chapter as an off-premises sign may be constructed in the SP-3 Specially Planned District Three only. The following regulations shall apply:
 - A. An off-premises sign may be double-faced with two advertising surfaces.

 However, both surfaces shall be the same size and shape. The maximum area per side is 150 square feet.
 - B. The maximum height for off-premises signs erected on the ground is 40 feet.
 - C. Rooftop signs are expressly prohibited.
 - D. No portion of the supporting structure shall be visible above any advertising display area.
 - E. Signs must be at least 50 feet from the ultimate right-of-way line.
 - F. Signs may not be erected within 1,000 feet of each other in any direction.
 - G. Signs may not be attached to a bridge.
 - H. All off-premises signs shall be erected on permanent footings and support structures designed by a registered structural engineer.
 - I. A sign permit is required. The applicant for a sign permit shall present a written statement from the owner of the property, duly authorized, that the applicant has the right to use the property to erect a sign as well as maintain the sign during the time that the sign is erected. The owner must further verify in writing that it will, at its sole cost and expense, cause the sign to be removed at such time as there is no further use of the sign.
 - J. The applicant, at his sole expense, shall remove any off-premises sign, if the sign remains without bona fide advertisement, which shall include nonrental of the sign space, for 90 days, or if the right to use the property has expired for any reason whatsoever.
- 7. One Tenant Identification Sign per Development. Such sign shall not exceed eight feet in height or 36 square feet in total area. One such sign shall be permitted at

each vehicular entrance to the development. The area of such signs shall be exclusive of the permitted area of all other signs."

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 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.

The requested variances are dimensional in nature. In such situations, the Supreme Court of Pennsylvania has stated, "the owner is asking only for a reasonable adjustment of the zoning regulations in order to utilize the property in a manner consistent with the applicable regulations." See Hertzberg v. Zoning Board of Adjustment of City of Pittsburgh, 721 A.2d 43, 47 (Pa. 1998). Thus, the Pennsylvania Supreme Court has stated, the level "of proof required to establish unnecessary hardship is indeed lesser." See id. at 48.

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.

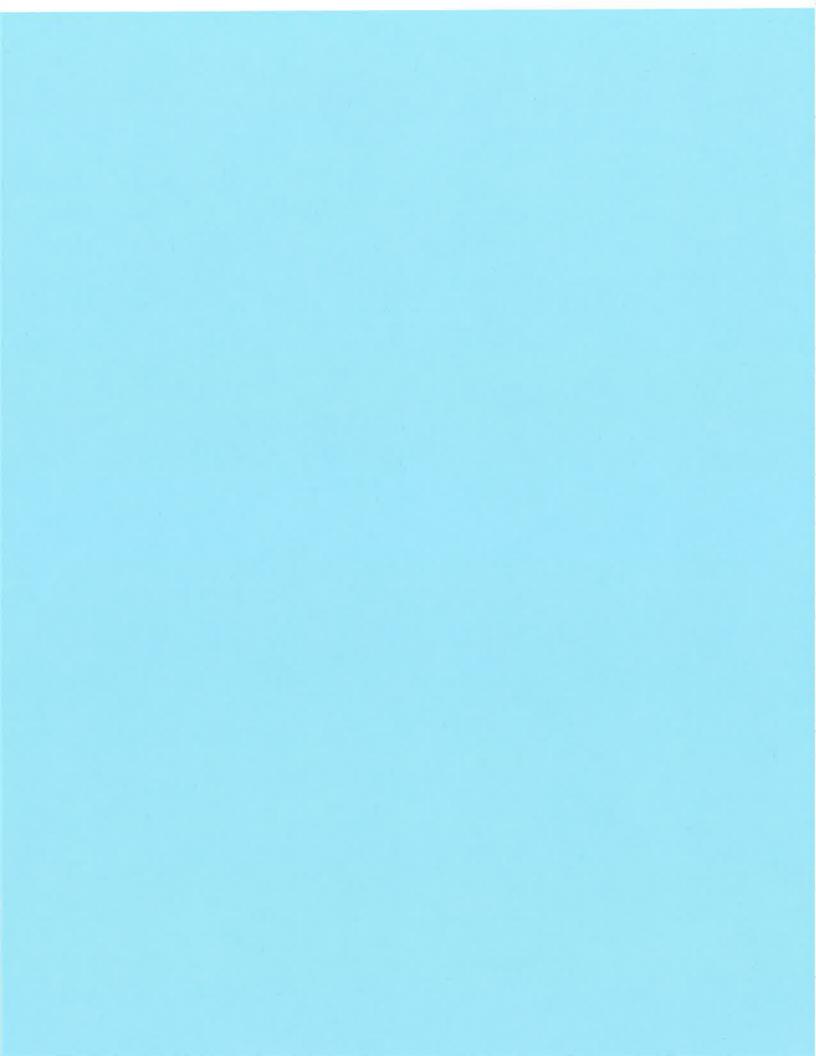
The requested variances will not adversely affect the public interest.

IV. CONCLUSIONS OF LAW

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested variances. The Applicant has proven an unnecessary hardship unique or peculiar to the property and that the variances 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 and Section 27-611 of the Zoning Ordinance:

- 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 the variances are therefore necessary to enable the reasonable use of the Subject Property;
- 3. That the variances will not alter the essential character of the neighborhood or district in which the Subject Property is located, nor substantially or permanently impair the appropriate use or development of the adjacent property, or be detrimental to the public welfare;
- 4. That the unnecessary hardship has not been created by the Applicant; and,

5. That the variances will represent the minimum variances that will afford relief and will represent the least modification possible.



BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF OLIVER TYRONE PULVER CORP.

REGARDING

TWO TOWER BRIDGE 1 FAYETTE STREET, CONSHOHOCKEN, PA 19428

DECISION OF THE BOARD

I. History of the Case:

By application dated June 24, 2014 (the "Application"), Oliver Tyrone Pulver Corp. (the "Applicant") is seeking zoning relief from the Zoning Hearing Board (the "Board"), in the nature of variances from Sections 27-2108, 27-2108.1.1.1 and 27-2108.1.2 (each a "Variance," and collectively, the "Variances") all from the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance"). The property is presently zoned Borough Commercial ("BC"), which (i) permits only one sign per side of the building (whereas the Applicant requests two); (ii) limits the size of wall signs to 35 square feet (whereas the Applicant intends to exceed the sign size limitations); and (iii) limits the size of monument signs to 35 square feet, with a 25% increase for each additional tenant (whereas the Applicant intends to exceed the sign size limitations).

The Zoning Ordinance permits the Board to grant a variance when failure to do so would "inflict unnecessary hardship" upon an applicant. See id. at Section 27-611.1.A.

¹ The Applicant also requested relief under Section 27-2108.1 regarding the maximum height of the monument sign. However, the proposed monument sign is 9.4 feet high, and the maximum permissible height is 12 feet. Therefore, no relief under Section 27-2108.1 is required with respect to the monument sign.

A public hearing ("Hearing") was held before the Board on the evening of August 4, 2014, at 7:30 pm prevailing time, at the Fellowship House, 515 Harry Street, in Conshohocken, Pennsylvania. At the conclusion of the hearing, the Board discussed the issue and rendered a decision. Due notice was given for the public hearing. After the conclusion of the hearing, the Board found as follows:

II. Findings of Fact:

- 1. The Applicant is Oliver Tyrone Pulver Corp., and Six Oliver Town Assoc, is the owner of the Property. Said Applicant was represented by Ross Weiss, Esquire ("Weiss"), counsel to the Applicant. Weiss indicated the Applicant would present the testimony of two (2) witnesses, Barry Rodenstein, on behalf of Brixmor, a tenant of the Property ("Rodenstein"), and Jeff Carson, on behalf of City Sign ("Carson"). Weiss provided the Board with a packet of exhibits that were admitted as A-A through A-P.
- The property involved, Two Tower Bridge, 1 Fayette Street (the "Property"), consists of a commercial office building and detached parking structure.
 The Property is presently zoned BC.
- 3. The Applicant, through its counsel, testified that it wished to install building signage benefiting Brixmor on the North and South elevations of the building as well as new monument signage (collectively, the "Signs"). Currently, the Zoning Ordinance (i) permits only one sign on each side of the building (whereas the Applicant requests two), (ii) limits the size of wall signs to 35 square feet (whereas the Applicant intends to exceed the sign size limitations), and (iii) limits the size of monument signs to 35 square feet with an increase of 25% for each additional tenant (whereas the Applicant intends to add signage for an additional tenant that will exceed the permissible size).

<u>See</u> Sections 27-2108, 27-2108, 1.1; 27-2108.1.2. As a result, all of the Signs require relief from the Zoning Ordinance (the "Proposed Relief").

- 4. Rodenstein testified that Brixmor, a real estate entity owning shopping centers throughout the country, has a regional office located at the Property. The building on the property consists of 80,000 square feet, and Rodenstein indicated that Brixmor occupies 32,000 square feet there. He also stated that Brixmor has almost 200 employees in Conshohocken. Rodenstein stated that the current signage at the Property was inadequate.
- The Chairman of the Board, Rick Barton (the "Chairman") asked the members of the Board, the Zoning Officer and the Zoning Solicitor for questions of Rodenstein.
- a) Janis B. Vacca ("Vacca") asked whether customers had complained that they had difficulty finding the Property due to the inadequate signage. Rodenstein stated that all of the surrounding office buildings look similar and that when describing the Property versus the neighboring buildings, it is hard for customers to find the small monument sign and indicated that there is no signage bearing the address of the Property.
- b) The Chairman asked about Brixmor's current signage on the building. Weiss indicated that the next witness would speak to the signage.
- The Chairman asked the public for any questions for Rodenstein. There
 were no questions. Weiss called Carson as his next witness.
- Carson's qualifications were presented and the Board accepted him as a
 sign expert. Carson testified that he met with the Applicant as well as representatives of

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Brixmor to develop the Signs. Carson, using an aerial photo admitted as Exhibit A-C, oriented the Board and the public to the Property. Carson indicated that the Property is bordered to the south by Elm Street, to the east by Harry Street, and to the north by 1st Avenue. He also stated that the Property consists of both the office building and a detached parking garage. The office building and the parking structure are separated by an unopened portion of East Hector Street. The main entrance to the office building is off of the unopened portion of East Hector Street. Carson testified that the Property has four (4) sides with street frontage, including the side fronting the driveway or alley. Carson also pointed out an existing historic, trailblazer sign that exists in front of the office building.

- 8. Carson further testified with respect to the existing signage on the Property. He indicated that Wells Fargo Advisors, another tenant of the Property, has two (2) letter sets (wall signs) on the exterior of the building, as illustrated in Exhibit A-E. The Wells Fargo Advisors signs are located on the north and south sides of the building, respectively, the same sides of the building for the proposed wall signs. The Wells Fargo Advisors signs are 3 feet by 21 feet, for a total of 126 cumulative square feet. The current monument sign, Carson stated, is 30 square feet of exposure and does not include an address.
- 9. Carson also testified with respect to the proposed Signs. He indicated that the proposed monument sign would be a total exposure of 38 square feet and include identification signs for Brixmor, Wells Fargo Advisors and an address identifier. The total monument sign would be 82 square feet, but 43 square feet of that area constitutes the shroud of the sign. The overall height of the monument sign would be 9 feet 4 inches,

which is compliant with the Zoning Ordinance. With respect to the proposed monument sign, the Applicant requested relief for an additional 8 square feet of copy space. The location of the proposed monument sign is the same location as the existing monument sign. The proposed wall signs, on the other hand, would be located on the HVAC screening on the roof of the building. On the south side of the building, where a Wells Fargo Advisors wall sign already exists, the Applicant is requesting 154 and one half square feet of face lit LED-illuminated letters for the Brixmor wall sign. Carson, referring to Exhibit A-I, indicated that an identical wall sign is also proposed for the north side of the building, where the other Wells Fargo Advisors wall sign also presently exists.

- 10. Next, Carson walked through several other exhibits showing signage on other office buildings located in the Borough. In particular, he discussed Exhibit A-P which portrayed letters for NextDocs located at Six Tower Bridge along the Schuylkill River. Carson testified that the NextDocs signs are identically the same as the proposed wall signs for Brixmor. Located on both the east and south sides of the building, Carson testified that the NextDocs signs are also illuminated.
- 11. Carson concluded his testimony by stating that the property is suitable for the Proposed Relief and that the Proposed Relief would not substantially injure or detract from the use of the neighboring properties. Weiss also indicated that the Signs had been submitted to the Design Review Committee ("DRC") for approval. Carson testified that the DRC recommended approval of the Signs with the condition, among others, that the base of the monument sign be surrounded by landscaping (the "Landscaping Condition").
- 12. The Chairman asked the members of the Board, the Zoning Officer and the Zoning Solicitor for questions of Carson.

- a) Cardamone asked about the conditions imposed by the DRC in addition to the Landscaping Condition. Carson indicated that one of the conditions was that the sight triangle at the sign be cleared (the "Sight Condition") and that the historical marker be moved (the "Historic Condition" and, together with the Sight Condition and the Landscaping Condition, the "DRC Conditions"). Carson indicated that the historical marker could remain in its present position, but that it would be more visible if it were moved further north on Fayette. The Applicant agreed to comply with all of the DRC Conditions.
- Vacca asked about the existing monument sign. Carson confirmed that the existing monument sign is 30 square feet and that the proposed monument sign is 38 square feet of copy area. The shroud itself is 82 square feet. The shroud increases the height so that the sign is visible off the ground as the roadbed at the location of the monument sign is above the monument sign. Vacca also asked about the proposed wall signs. Carson confirmed that the wall signs would be located on the north and south sides of the building, respectively. Carson indicated that the south side wall sign would face an entirely commercial area and that the north side wall sign would face the retail and office buildings along Fayette Street. Carson also confirmed that all of the other signs shown as examples, except for the Keystone sign, are also illuminated. Vacca also asked about the neighboring buildings directly across the street. Carson indicated that direct neighbors are the Borough offices, Worley Parson and the Mercy Health System. Carson confirmed that no residential properties are located directly across the street.

- c) The Chairman next asked whether any zoning relief was required for the existing Wells Fargo Advisors. Carson stated he could not be sure, but assumed some relief was required because the signs exceed the allowable square footage.
- d) Zoning Solicitor Katherine E. Missimer, Esquire ("Missimer") asked about the NextDocs signs on Exhibit A-P and whether the NextDocs signs are in the same location as the proposed wall signs. Carson stated that the NextDocs signs are face lit letters on the HVAC screen assembly.
- e) Zoning Officer Christine Stetler ("Stetler") asked whether the Applicant had applied to the Historic and Museum Commission regarding the movement of the historical marker. The Applicant indicated that they had made initial contact, but that they would pursue the discussion. Stetler also asked about the height of the monument sign, stating that the shroud would be included in the calculation of the height. Carson stated that even with the inclusion of the shroud, the height is still only 9 feet 4 inches. Carson did confirm that zoning relief was necessary because the proposed monument sign did exceed the allowable size. Stetler asked Carson to confirm what zoning district the other signs he presented were located in. Carson stated that his example signage was mainly located in the Business Commercial district, but that riverfront signage is actually zoned SP-1 and SP-2. Stetler also stated that the NextDocs sign is in the SP district.
- 13. The Chairman next asked for public questions. There were no questions.

 Welss briefly clarified the fact that the exemplary signs utilized in the Applicant's testimony were indeed located in Specially Planned districts, but that they served as good examples because the Signs at the Property would be part of the same community of

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buildings. He also stated that this building is unique because it has four (4) sides, with three (3) fronting streets, and the Zoning Ordinance permits one sign per street frontage. With regard to the unnecessary hardship purported to be relieved by the Proposed Relief, Weiss stated that the Property was unique because the main entrance was not located on a public street, but located between the parking garage and the building.

- 14. The Chairman then requested statements from the public for or against the Proposed Relief. There were no public statements.
- 15. The Board finds that the matter was properly advertised pursuant to the Zoning Ordinance and the Pennsylvania Municipal Planning Code ("MPC").

III. Discussion:

The Applicant wishes to install one monument sign and two (2) wall signs. Currently, the Zoning Ordinance for the BC district (i) permits only one sign on each side of the building (whereas the Applicant requests two); (ii) permits wall signs that do not exceed 35 square feet (whereas the Applicant requests that two wall signs measuring 154 and one half feet be permitted); and (iii) permits monument signs no more than 35 square feet, with an increase of 25% for each additional tenant (whereas the Applicant requests a monument sign totaling 82 square feet with 38 square feet of copy area). See Sections 27-2108; 27-2108.1.1; 27-2108.1.2. Thus, the Applicant is seeking a Variance for the 154 and one half square foot wall signs, a Variance to permit multiple wall signs on the same side of the building; and a Variance to permit the monument sign to be 32 square feet. See Zoning Ordinance section 27-2108; 27-2108.1.1; 27-2108.1.2.

Section 27-611 of the Zoning Ordinance permits the Board to grant a variance when the "Zoning Ordinance inflict[s] unnecessary hardship upon the applicant." See id.

at 27-611.1.A. Unnecessary hardship is to be determined to be present when the Board determines, as applicable, that:

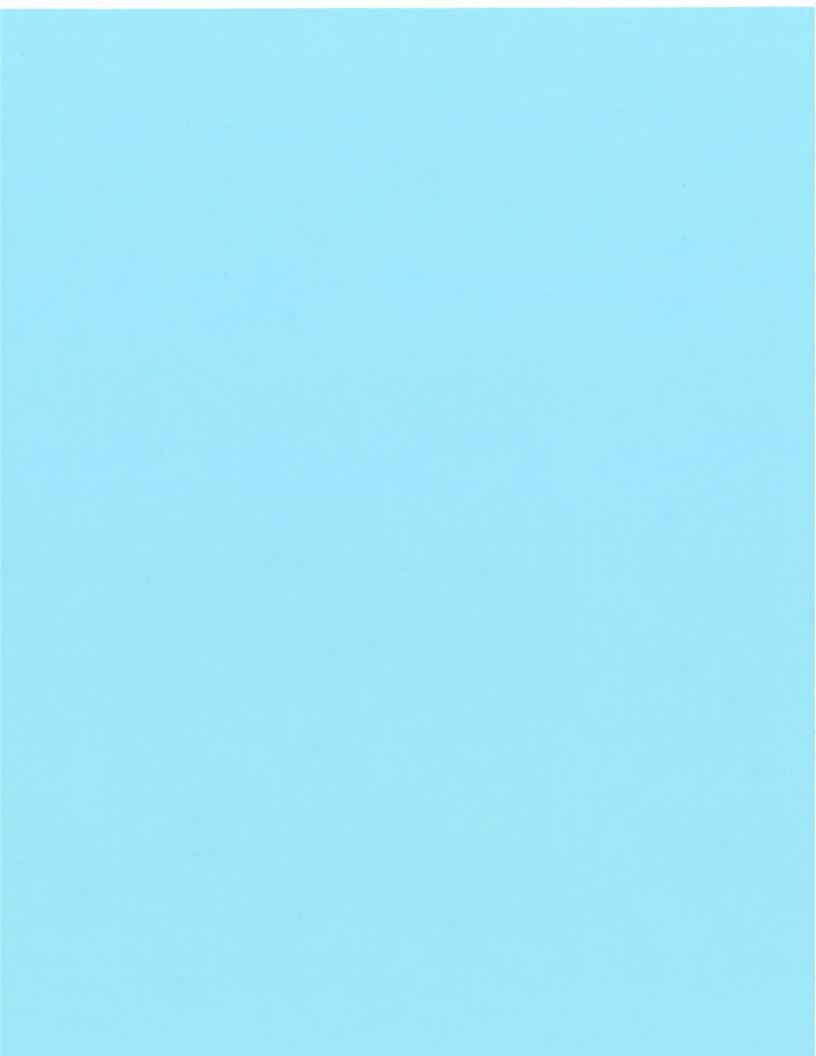
- a) there are unique physical circumstances or conditions to the property;
- b) there is no possibility that the property can be developed in strict conformity
 with the provisions of the Zoning Ordinance and thus the variance is necessary to
 enable reasonable use of the property;
- c) the unnecessary hardship has not been created by the applicant;
- d) the granting of the variance, if authorized would not alter the essential character of the neighborhood; and
- e) the granting of the variance, if authorized will represent the minimum variance to afford the relief and represent the least modification possible to the regulation in issue.

Id. at Section 27-611. See also MPC, at 53 P.S. §10910.2.

The Board has reviewed the Proposed Relief carefully in connection with the requirements of Section 27-611 and the MPC standards for a variance, see MPC, at 53. P.S. §10910.2, as well as the testimony and evidence submitted, and questions raised by fellow Board members.

The Board is also convinced that, as the testimony and evidence presented at the Hearing have shown, the location, topography and the dimensional nature of the Property are of such a "unique physical . . . condition" that it is difficult to provide adequate signage for the Property within the confines of the Zoning Ordinance. See id. at 6.11.

As a result, the Board has agreed to grant the Proposed Relief in order to permit the Signs, as proposed, subject to the DRC Conditions.



BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF OLIVER TYRONE PULVER CORP.

REGARDING

SIX TOWER BRIDGE 181 WASHINGTON STREET

DECISION OF THE BOARD

I. History of the Case:

By application dated March 20, 2012 (the "Application"), the Applicant is seeking zoning relief from the Zoning Hearing Board (the "Board"), in the nature of three (3) variances from Section 27-2109.5 regarding (a) the prohibition against more than one (1) wall sign or monument sign on any building in the Specially Planned-2 ("SP-2") District as detailed in the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance") and (b) a total square footage for any such sign of no more than seventy five (75) square feet, both relating to real property located at 181 Washington Street, Conshohocken, Pennsylvania and also known as Six Tower Bridge (collectively, the "Property").

The Applicant is requesting that it be permitted to add two (2) wall signs (each a "Wall Sign", and collectively, the "Wall Signs"), as detailed in Exhibits P-3A and P-3B, to the building at the Property (the "Building"), in addition to the existing monument sign at the site (the "Variances" or "Proposed Relief"). One (1) of the proposed Wall Signs exceeds the seventy five (75) square foot cap on wall signage. See Exhibit P-3B, P-3D.

The Zoning Ordinance permits the Board to grant a variance when failure to do so would "inflict unnecessary hardship" upon an applicant. See id. at Section 27-611.1.A.

A public hearing ("Hearing") was held before the Board on the evening of May 7, 2012 at 7:00 pm prevailing time, at the Borough Hall in Conshohocken, Pennsylvania. At the conclusion of the hearing, the Board discussed the issue and rendered a decision. Due notice was given for the public hearing. After the conclusion of the hearing, the Board found as follows:

II. Findings of Fact:

- The Applicant is Oliver Tyrone Pulver Corp., the owner of the Property.
 Said Applicant was represented by Ross Weiss, Esquire, counsel to the Applicant.
- The Property involved is a commercial office building at 181 Washington
 Street, in Conshohocken, Pennsylvania. The Property is also known as Six Tower
 Bridge, and is presently zoned SP-2.
- 3. The Applicant, through its counsel, testified that it wished to add the Wall Signs to the Building, as noted on Exhibits P-3B and P-3D, so as to assist in making it easier to identify the location of a newly obtained tenant, a company called Nextdocs. There are two (2) Wall Signs being proposed. The first is on the northern face of the Building and is a non-illuminated, dimensional lettered sign "Nextdocs", which is sixty five (65) square feet in size (the "Northern Wall Sign"). On the eastern face of the Building, the Applicant proposes to put up an internally illuminated, channel lettered sign also stating "Nextdocs" and measuring one hundred nineteen square (119) feet in size (the "Eastern Wall Sign"). As the Eastern Wall Sign is proposed to be in excess of seventy five (75) square feet, relief is also required for the size of said sign.

- 4. The Applicant noted that the Building is located in a basin like portion of the Borough, and thus visibility is difficult for visitors attempting to locate the address.

 The Applicant also noted that the Board has previously granted relief to surrounding buildings for this same issue.
- 5. The Applicant presented Jeff Carson, of City Sign, Inc., to testify regarding the proposed signage. Carson was qualified as an expert witness during the hearing and testified as to the size, illumination and location of the signs as being necessary to increase the visibility of the Building in a safe and appropriate manner, so that the Building can be located more easily.
- Applicant presented examples of similar type signage in the nearby area.
 See Exhibits P-3G and P-3I.
- 7. Applicant entered into the record a letter of support for the Proposed Relief from the landlord of the Property. See Exhibit A-9.
- 8. Currently, the Zoning Ordinance for SP-2 only permits an applicant either one (1) wall sign or one (1) monument sign at any given building. See Section 27-2109.5. Further, wall signs are not to exceed a total of seventy five (75) square feet. As a result, the addition of the two (2) proposed Wall Signs, one (1) of which exceeds seventy five (75) square feet, while maintaining the existing monument sign, requires relief from the Zoning Ordinance.
- 9. The Applicant argued that the addition of the Wall Sign would make the Property much more visible from the major roadways as invitees attempted to locate the Property.

- 10. Under questioning, Applicant advised that only the Eastern Wall Sign would be illuminated, with internal illuminating letters.
- 11. The Applicant also presented Dave Bogardis, of Nextdocs, to testify as to the plans of the proposed tenant. Bogardis testified that Nextdocs intended to commence a lease for one and one half (1 ½) floors, totaling 30,000 square feet, on July 1, 2012. Bogardis also advised that Nextdocs intended to bring seventy (70) employees to the site, and expected to grow (and thereby employ additional employees) over the near term, with hours of 9 am until 5 pm for the vast majority of the employees.
- 12. Bogardis testified that he was concerned that it would be difficult for customers to locate Nextdocs without the Wall Signs being contemplated.
- 13. Carson testified that he believed that the Wall Signs being proposed represented the minimum amount of relief necessary to effectively improve the ability to locate the Building through signs on the walls at the site.
 - 14. No one testified for, or against, the Proposed Relief.
- 15. The Board finds that the matter was properly advertised pursuant to the Zoning Ordinance and the Pennsylvania Municipal Planning Code ("MPC").

III. Discussion:

The Applicant wishes to add two (2) Wall Signs to the Building, in addition to the existing monument sign, one of which will exceed seventy five (75) square feet, thereby violating Section 27-2109.5, which only permits one (1) monument or wall sign per building for a maximum square footage of seventy five (75) feet. See Section 27-2109.

Thus, the Applicant is seeking the three (3) Variances so that the location of the Applicant will be more apparent from the surrounding roadways.

Section 27-611 of the Zoning Ordinance permits the Board to grant a variance when the "Zoning Ordinance inflict[s] unnecessary hardship upon the applicant." See id. at 27-611.1.A. Unnecessary hardship is to be determined to be present when the Board determines, as applicable, that:

- a) there are unique physical circumstances or conditions to the property;
- b) there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and thus the variance is necessary to enable reasonable use of the property;
- c) the unnecessary hardship has not been created by the applicant
- d) the granting of the variance, if authorized would not alter the essential character of the neighborhood; and
- e) the granting of the variance, if authorized will represent the minimum variance to afford the relief and represent the least modification possible to the regulation in issue.

Id. at Section 27-611. See also MPC, at 53 P.S. §10910.2.

The Board has reviewed the Proposed Relief carefully in connection with the requirements of Section 27-611 and the MPC standards for a variance, see MPC, at 53 P.S. §10910.2, as well as the testimony and evidence submitted, and the questions raised by fellow Board members. The Board believes that unnecessary hardship is present in this matter, as it is difficult to locate the Building or any other building located in that

portion of the Borough, as noted by the prior relief granted by this Board for other nearby buildings.

As a result, the Board has agreed to grant the Proposed Relief in order to permit the Eastern Wall Sign and the Northern Wall Sign, provided each is built and maintained in conformity with the exhibits, including but not limited to Exhibit P-3B and P-3D, as well as the testimony at the Hearing, and further is within all other applicable Borough codes and regulations relating to the Wall Signs at the Property (the "Conditions").

The Board believes the Proposed Relief represents the minimum variance necessary to accommodate the Applicant's vision while representing the least modification possible to the Ordinance's regulations. See Zoning Ordinance Section 27-611.

Thus, the Board holds that the Application meets the requirements of "unnecessary hardship" required under the MPC for a variance, see id., and grants the Proposed Relief from Zoning Ordinance Section 27-2109.5 for the Eastern Wall Sign and the Northern Wall Sign, subject to the Conditions detailed herein.

IV. Conclusions of Law:

- 1. The matter was properly presented before the Board.
- 2. The matter was properly advertised and the hearing both timely and appropriately convened in accordance with the provisions of both the Zoning Ordinance and the MPC.
- 3. The Zoning Ordinance and the MPC both permit the Board to grant Variances from Zoning Ordinance Section 27-2109.5 for the Proposed Relief, as well as to restrict such Variance to the Conditions imposed by the Board.

ORDER

The Board grants the Applicant's request for the Variance to the Zoning

Ordinance Section 27-2109.5 for the construction and placement of the Northern and

Eastern Wall Signs, subject to the Conditions, and in accordance with the provisions of
this Opinion.

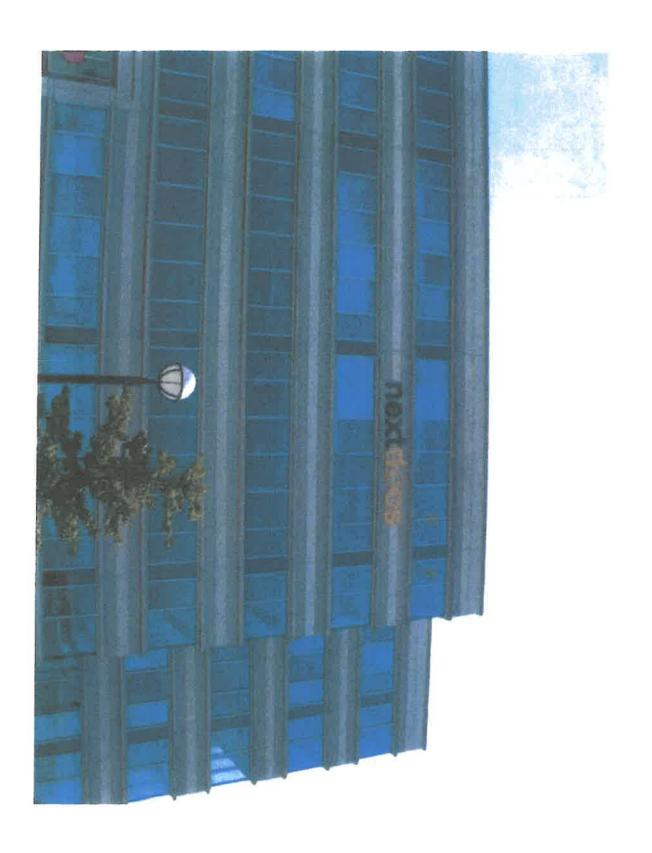
CONSHOHOCKEN ZONING HEARING BOARD1

Richard Barton, Chairman

Vivian Angelucci

Russ Cardamone, Jr.

¹ Janis Vacca and Gregory F. Scharff did not participate in the hearing or rendering of a decision regarding this Application.



D

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF WASHINGTON ST. ASSOCIATES II, LP, and KYNETIC (AKA NRG, LLC)

REGARDING

225 WASHINGTON STREET

DECISION OF THE BOARD

I. History of the Case:

By application dated August 29, 2011 (the "Application"), the Applicant is seeking zoning relief ("Proposed Relief") from the Zoning Hearing Board (the "Board"), in the nature of one variance Section 27-2109.5 (the "Variance") regarding wall signs on the commercial building (the "Building") located at 225 Washington Street, Conshohocken, Pennsylvania (the "Property") to allow for four (4) wall signs to be placed, one on each side of the Building, all as further detailed in Exhibits P-5R through P-8R (the "Proposed Signage"), all from the Conshohocken Borough Code (together with all amendments thereto, the "Borough Code"). The Borough Code prohibits walls signage of more than seventy five (75) square feet, and the Proposed Signage ranges in size from one hundred seventy four (174) square feet to between three hundred (300) and four hundred (400) square feet depending on the side of the Building.

The property is presently zoned Specially Planned District Two ("SP-2").

The Borough Code permits the Board to grant a variance when failure to do so would "inflict unnecessary hardship" upon an applicant. See id. at Section 27-611.1.A.

A public hearing ("Hearing") was held before the Board on the evening of October 2, 2010, at 7:30 pm prevailing time, at the Borough Hall in Conshohocken,

Pennsylvania. At the conclusion of the hearing, the Board discussed the issue and rendered a decision. Due notice was given for the public hearing. After the conclusion of the hearing, the Board found as follows:

II. Findings of Fact:

- 1. The Applicant is collectively, Washington St. Associates II, LP, the owner of the Property, and Kynetics¹, the proposed tenant of the Property ("Tenant"). Said Applicant was represented by Edmund Campbell, Jr., Esquire, counsel to the Applicant.
- The Building involved is the commercial building located 225 Washington
 Street, Conshohocken, Pennsylvania, which has been subject to the redevelopment of the
 waterfront area in the Borough. The Property is presently zoned SP-2.
- 3. The Applicant, through its counsel, testified that the Proposed Signage it wished to install was comprised of four (4) wall signs, two hundred forty four (244) square feet each on the east and west sides of the Building, one hundred seventy four (174) square feet on the south side of the Building, and between three hundred (300) and four hundred (400) square feet on the north side of the Building, all as noted on Exhibits P-5R through P-8R. The Proposed Signage would highlight the tenants four (4) brands, "Kynetic", "Fanatics," "Shop Runners" and "Rue La La" on each side of the Building, all as noted on the Exhibits P-5R through P-8R. The Applicant testified that the Proposed Signage was necessary for the corporate branding the Applicant was seeking to achieve.

Currently, the Borough Code for SP-2 permits wall signs of up to seventy five (75) square feet² total on a building, unless said building is a corner property. See

¹ The Application notes the co-Applicant as "NRG", however at the Hearing, counsel for the Applicants noted that NRG had changed its name to "Kynetic".

Section 27-2109.5. The Building presently has other signs, including two previously approved by the Board via variance. As a result, the Proposed Signage requires relief from the Borough Code.

- 4. Representatives of the Tenant testified that it wished to have a national headquarters at the Property. The Applicant expected thirty (30) to forty (40) non-employees a day to enter the Building, as well as approximately one hundred (100) to one hundred thirty (130) employees initially³.
- 5. Counsel for the Applicant stated that the unnecessary hardship requesting to be relieved was that, due to the unique physical characteristics of the Property, including the location of the site in terms of access from and to the major thoroughfares, as well as the size of the development upon the Property, the Proposed Signage was needed to direct individuals to, and around, the site to effectively locate the Tenant. In light of the desire to convert a formerly industrial property into a commercial office use, as Borough Council encouraged for this Property, it was necessary to take extra efforts to increase the visibility of the site and its tenants. Such increased visibility, the Applicant contended, requires signs and advertising in excess of those permitted in SP-2.
- 6. Jeff Carson, of City Sign, Inc., testified for the Applicant. Mr. Carson noted the difficult location of the Property, and the need for corporate branding required the size and LED illumination of the Proposed Signage as detailed in the Exhibits.
- 7. The Applicant presented Saj Cherian, Vice President of Kynetic, to detail the intended use of the Building. At present, Mr. Cherian advised, Kynetic intended to

² The Proposed Signage are not all attached but are four (4) different names and separately mounted on the walls of the Building. At the Hearing, the Board determined to treat each side as a single wall sign, and thus, considered the Application to be a request for four (4) walls signs.

³ The Applicant noted that it expects to ultimately have two hundred (200) employees on site.

lease the third floor of the Property, but expected to grow significantly over time, as the company was making the location its national headquarters. Mr. Cherian also stressed that the additional signage was necessary for the corporate branding that the company was seeking. Mr. Cherian also advised that the company, as an internet based company, intended to be a 24/7 operation.

- 8. The Board questioned the need for the size, and quantity of the Proposed Signage, and both Mr. Cherian and counsel for the Applicant stressed the unique physical characteristics of the location as well as the need to both identify and brand the site.
- Paul McConnell, President of Borough Council, testified in favor of the
 Proposed Relief.
 - 10. No one testified against the Proposed Relief.
- 11. The Board finds that the matter was properly advertised pursuant to the Borough Code and the Pennsylvania Municipal Planning Code ("MPC").

III. Discussion:

The Applicant wishes to install four (4) wall signs, one on each of the sides of the Building. The signs on the east and west sides of the Building will be two hundred forty four (244) square feet each, one hundred seventy four (174) square feet on the south side of the Building, and between three hundred (300) and four hundred (400) square feet on the north side of the Building, all as noted on Exhibits P-5R through P-8R. The Proposed Signage would highlight the tenant's four (4) brands, "Kynetic", "Fanatics," "Shop Runners" and "Rue La La" on each side of the Building, all as noted on the Exhibits. The Tenant intends to have its national headquarters at the site and use the Proposed Signage to create corporate branding of the site.

Currently, the Borough Code for SP-2 permits wall signs up to seventy five (75) square feet in the aggregate. See Section 27-2109.5. Thus, the Applicant is seeking the Variance to allow the Proposed Signage up to the four hundred (400) square footage as applicable and as noted above. See Section 27-2109.5.

Section 27-611 of the Borough Code permits the Board to grant a variance when the "Borough Code inflict[s] unnecessary hardship upon the applicant." See id. at 27-611.1.A. Unnecessary hardship is to be determined to be present when the Board determines, as applicable, that:

- a) there are unique physical circumstances or conditions to the property;
- b) there is no possibility that the property can be developed in strict conformity with the provisions of the Borough Code and thus the variance is necessary to enable reasonable use of the property;
- c) the unnecessary hardship has not been created by the applicant
- d) the granting of the variance, if authorized would not alter the essential character of the neighborhood; and
- e) the granting of the variance, if authorized will represent the minimum variance to afford the relief and represent the least modification possible to the regulation in issue.

Id. at Section 27-611. See also MPC, at 53 P.S. §10910.2.

The Board has reviewed the Proposed Relief carefully in connection with the requirements of Section 27-611 and the MPC standards for a variance, <u>See MPC</u>, at 53 P.S. §10910.2, as well as the testimony and evidence submitted, and questions raised by fellow Board members. The Proposed Relief concerns the Board as it increases the

altering of the appearance and configuration of properties in that district by permitting even more signage on the Building—where already two (2) prior variances have been granted by the Board. While the Board has previously granted relief of this nature to this Property and, as the Applicant noted during the Hearing, to other buildings in the surrounding area, the Board is concerned that the impact of the advertising and signage will ultimately overwhelm the residential nature that Borough Council intended when it approved the development of the site by Washington St. Associates II, LP, the owner. Nonetheless, the Board is also swayed by the commitment made by the Tenant to the Borough and the site (including its commitment to making it a national headquarter), the quality of the Proposed Signage, the reality of the difficulty of the visibility of the location and the fact that no residents voiced opposition to this further increase in signage.

The Board is also convinced that, as the testimony and evidence presented at the Hearing have shown, the location, topography and the dimensional nature of the Property are of such a "unique physical... condition" that it is difficult to achieve the corporate branding the proposed tenant desires within the confines of the Borough Code. See id. at Section 27-611.

As a result, the Board has agreed to grant the Proposed Relief in order to permit the Proposed Signage, not to exceed two hundred forty four (244) square feet each on the east and west sides of the Building, one hundred seventy four (174) square feet on the south side of the Building, and between three hundred (300) and four hundred (400) square feet on the north side of the Building, and in conformity with the detailed plans noted as Exhibits P-5R through P-8R, and subject to the following conditions: (a) the

block area on the south side of the Building shall be painted prior to the installation of the Proposed Signage; (b) the Proposed Signage shall each be deemed as one sign for each side of the Building; and (c) the Applicant shall conform with the detailed plans presented to the Board as Exhibits P-5R through P-8R for the specific entities noted thereon (collectively, the "Conditions").

The Board believes the Proposed Signage represent the minimum variance necessary to accommodate the Applicant's vision while representing the least modification possible to the Ordinance's regulations. See Section 27-611.

Thus, the Board holds that the Application meets the requirements of "unnecessary hardship" required under the MPC for a variance, <u>See id.</u>, and grants the Proposed Relief from Borough Code Section 27-2109.5 for the Proposed Signage, subject to the Conditions detailed herein. The Board wishes to stress however, that the granting of the Proposed Relief, as limited and detailed herein, does not, by any means, create or grant open ended permission to modify the Borough Code by variance for the Property.

IV. Conclusions of Law:

- 1. The matter was properly presented before the Board.
- The matter was properly advertised and the hearing both timely and appropriately convened in accordance with the provisions of both the Borough Code and the MPC.
- 3. The Borough Code and the MPC both permit the Board to grant the Variance from Borough Code Section 27-2109.5 for the Proposed Relief, as well as to restrict such variances to the Conditions imposed by the Board.

ORDER

The Board grants the Applicant's request for the Variance to the Borough Code Section 27-2109.5 for the placement of the Proposed Signage, subject to the Conditions, and in accordance with the provisions of this Opinion.

CONSHOHOCKEN ZONING HEARING BOARD

Vivian Angelucci

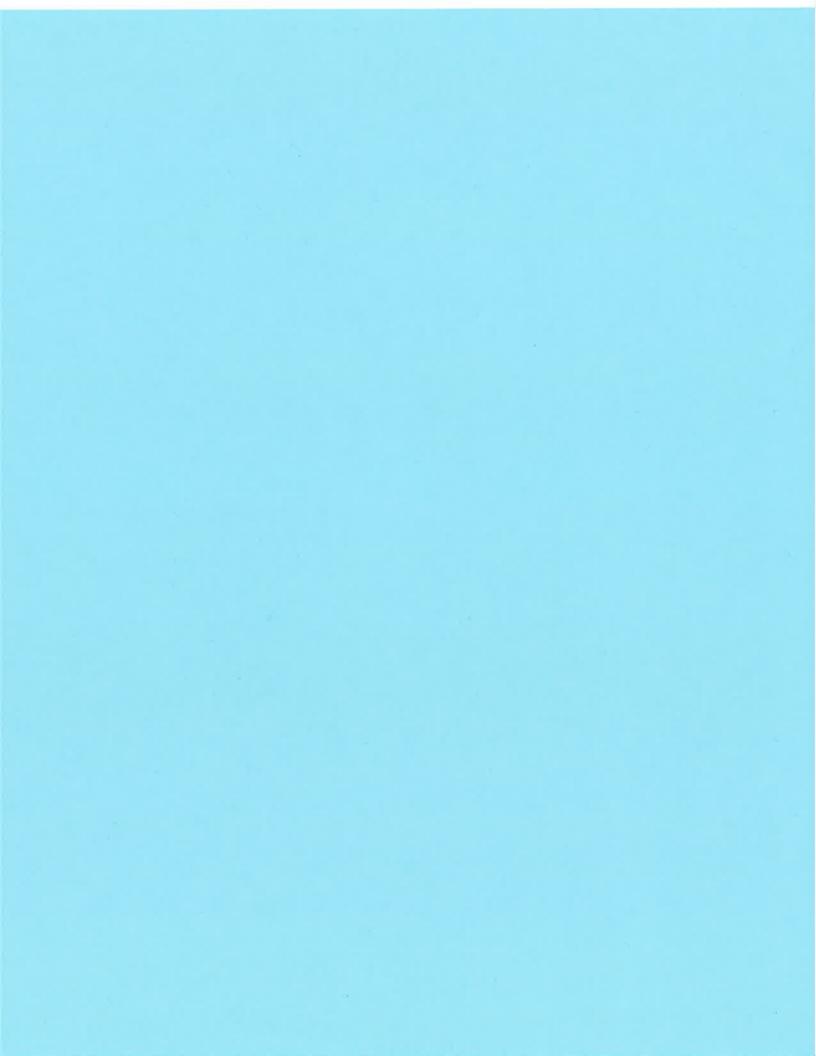
Gregory E. Scharff

Janie B Vacca

Russ Cardamone, Jr.

Dissenting in the Opinion:

Richard Barton, Chairman



BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF JACOBS ENGINEERING GROUP, INC.

REGARDING

3 TOWER BRIDGE 2 ASH STREET

DECISION OF THE BOARD

History of the Case:

By application dated October 10, 2010 (the "Application"), the Applicant is seeking zoning relief from the Zoning Hearing Board (the "Board"), in the nature of one (1) variance from Section 27-2109.5 regarding the prohibition against more than one (1) wall sign or monument sign on any building in the Specially Planned-2 ("SP-2") District as detailed in the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance") relating to real property located at 2 Ash Street, Conshohocken, Pennsylvania and also known as 3 Tower Bridge (collectively, the "Property").

The Applicant is requesting that it be permitted to add a wall sign (the "Wall Sign"), as detailed in Exhibit A-3 to the building at the Property (the "Building"), in addition to the existing monument sign at the site (the "Variance" or "Proposed Relief").

See Exhibit A-1.

The Zoning Ordinance permits the Board to grant a variance when failure to do so would "inflict unnecessary hardship" upon an applicant. See id. at Section 27-611.1.A.

A public hearing ("Hearing") was held before the Board on the evening of December 6, 2010, at 7:00 pm prevailing time, at the Borough Hall in Conshohocken, Pennsylvania. At the conclusion of the hearing, the Board discussed the issue and rendered a decision. Due notice was given for the public hearing. After the conclusion of the hearing, the Board found as follows:

II. Findings of Fact:

- The Applicant is Jacobs Engineering Group, Inc., the tenant of the
 Property. Said Applicant was represented by Gary Walter, Jr., Esquire, counsel to the
 Applicant.
- The Property involved is a commercial office building at 2 Ash Street, in Conshohocken, Pennsylvania. The Property is also known as Three Tower Bridge, and is presently zoned SP-2.
- 3. The Applicant, through its counsel, testified that it wished to add the Wall Sign to the Building, as noted on Exhibit A-3, so as to assist in making it easier to identify the location of Jacobs Engineering. The Wall Sign is proposed to be 74.4 square feet, which size is permitted in SP-2.
- 4. The Applicant noted that Jacobs employs some 340-350 employees at the location, and has been at the site for approximately fifteen (15) years. It is the sole tenant for the site.
- 5. The Applicant gave two reasons regarding the unnecessary hardship necessitating the Proposed Relief. First, despite the fifteen (15) years at the site, it is still difficult to find the Building—Google and other similar Internet mapping services direct people to a location two (2) blocks away, at Washington and Ash streets. Second, the

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Applicant has recently undergone a re-branding of its company so that it will have a consistent look/identification at its various locations throughout the United States. The proposed Wall Sign is in keeping with its new logo look.

- 6. Applicant presented examples of similar type signage in the nearby area.

 See Exhibits A-6, A-7 and A-8.
- 7. Applicant entered into the record a letter of support for the Proposed Relief from the landlord of the Property. See Exhibit A-9.
- 8. Currently, the Zoning Ordinance for SP-2 only permits an applicant either one wall sign, or one monument sign at any given building. See Section 27-2109.5. As a result, the addition of the Wall Sign, while maintaining of the monument sign, requires relief from the Zoning Ordinance.
- 9. The Applicant argued that the addition of the Wall Sign would make the Property much more visible from the major roadways as invitees attempted to locate the Property.
- 10. Under questioning, Applicant advised that the Wall Sign would be illuminated, with internal and external lighting that would not impact beyond the Property line.
 - 11. No one testified for, or against, the Proposed Relief.
- 12. The Board finds that the matter was properly advertised pursuant to the Zoning Ordinance and the Pennsylvania Municipal Planning Code ("MPC").

III. Discussion:

The Applicant wishes to add the Wall Sign to the Building, in addition to the existing monument sign, thereby violating Section 27-2109.5, which only permits one monument or wall sign per building. See Section 27-2109.

Thus, the Applicant is seeking the Variance so that the location of the Applicant will be more apparent from the surrounding roadways. In addition, the Applicant is undergoing a major re-branding of its business, and the proposed Wall Sign, as noted on Exhibit A-6, will be in keeping with such efforts. See Exhibits A-1 A-2, A-6; See Zoning Ordinance section 27-2109.5.

Section 27-611 of the Zoning Ordinance permits the Board to grant a variance when the "Zoning Ordinance inflict[s] unnecessary hardship upon the applicant." See id. at 27-611.1.A. Unnecessary hardship is to be determined to be present when the Board determines, as applicable, that:

- a) there are unique physical circumstances or conditions to the property;
- b) there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and thus the variance is necessary to enable reasonable use of the property;
- c) the unnecessary hardship has not been created by the applicant
- d) the granting of the variance, if authorized would not alter the essential character of the neighborhood; and
- e) the granting of the variance, if authorized will represent the minimum variance to afford the relief and represent the least modification possible to the regulation in issue.

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Id. at Section 27-611. See also MPC, at 53 P.S. §10910.2.

The Board has reviewed the Proposed Relief carefully in connection with the requirements of Section 27-611 and the MPC standards for a variance, see MPC, at 53 P.S. §10910.2, as well as the testimony and evidence submitted, and the questions raised by fellow Board members. The Board believes that unnecessary hardship is present in this matter, as it is difficult to locate the Building, as exemplified by the testimony relating to Google and other such services mis-locating the Building.

As a result, the Board has agreed to grant the Proposed Relief in order to permit the Wall Sign, provided such is built and maintained in conformity with the exhibits, including but not limited to Exhibit A-6, as well as the testimony at the Hearing, and further is within all other applicable Borough codes and regulations relating to the Wall Sign at the Property (the "Conditions").

The Board believes the Proposed Relief represents the minimum variance necessary to accommodate the Applicant's vision while representing the least modification possible to the Ordinance's regulations. <u>See</u> Zoning Ordinance Section 27-611.

Thus, the Board holds that the Application meets the requirements of "unnecessary hardship" required under the MPC for a variance, see id., and grants the Proposed Relief from Zoning Ordinance Section Section 27-2109.5 for the proposed Wall Sign, subject to the Conditions detailed herein.

IV. Conclusions of Law:

- 1. The matter was properly presented before the Board.
- 2. The matter was properly advertised and the hearing both timely and appropriately convened in accordance with the provisions of both the Zoning Ordinance and the MPC.
- 3. The Zoning Ordinance and the MPC both permit the Board to grant the Variance from Zoning Ordinance Section 27-2109.5 for the Proposed Relief, as well as to restrict such Variance to the Conditions imposed by the Board.

ORDER

The Board grants the Applicant's request for the Variance to the Zoning

Ordinance Section 27-2109.5 for the use of the Wall Sign, subject to the Conditions, and
in accordance with the provisions of this Opinion.

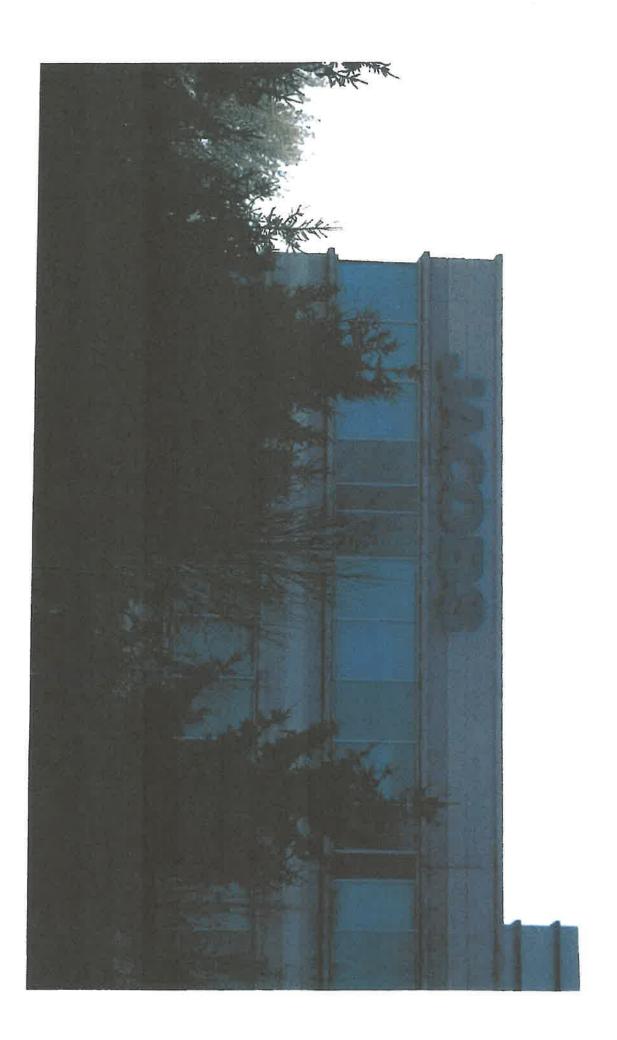
Richard Barton, Chairman Vivian Angelucci

Henry Jaffe

Janis B. Vacca

CONSHOHOCKEN ZONING HEARING BOARD

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BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF SEVEN TOWER BRIDGE ASSOCIATES
PZ-2007-19

DECISION OF THE BOARD

I. History of the Case:

By Application dated August 24, 2007 (the "Application"), the Applicant is seeking zoning relief from the Zoning Hearing Board (the "Board"), in the nature of variances from the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance") for the real property located at 110

Washington Street, Conshohocken, Pennsylvania (the "Property"). The Property is presently zoned Specially Planned District Two ("SP-2"). The Applicant is seeking zoning relief from the Board in the nature of one (1) variance under Section 17.5.G.2.C regarding flood proofing, one (1) variance under Section 15.5.B.4. regarding the minimum building setback requirement, one (1) variance under Section 15.6.B.4 regarding the types of foundation plantings which may be used at the site. Finally, the Applicant requested an interpretation of Section 17.5.C.3 regarding construction within 50 feet of the riverbank and Section17.5.E.5., regarding paved roads, driveways, and parking lots. The interpretation the Applicant requests regards whether these Sections were applicable to the proposed project and if they indeed were applicable, the Applicant requested a variance from these Sections.

The Zoning Ordinance permits the Board to grant a variance when failure to do so would "inflict unnecessary hardship" upon an applicant. See id. at Section 6.11.A.

A public hearing was held before the Board on the evening of October 1, 2007, at 7:45 p.m. prevailing time, at the Borough Hall in Conshohocken, Pennsylvania. At the conclusion of the hearing, the Board discussed the issues and rendered a decision. Due notice was given for the public hearing. After the conclusion of the hearing, the Board found as follows:

IL Findings of Fact:

- The Applicant is Seven Tower Bridge Associates. The owner of the property is R. and J. Holding Company. Said Applicant was represented by Ross Weiss, Esquire, counsel to the Applicant.
- The property involved includes the commercial property at 110
 Washington Street, Conshohocken, Pennsylvania. The Property is presently zoned SP-2.
- 3. The Property has been the subject of three prior Decisions by the Board: July 11, 1995; June 18, 1998; and May 20, 1999.
- 4. The Applicant presented the testimony of Michael Kissinger, a Registered Professional Engineer with Pennoni Associates, Inc.
- 5. Mr. Kissinger testified that the Applicant wished to construct an office building and associated parking facility on the property.
- No member of the public spoke in favor or in opposition to the Application.
- 7. The Board finds that the matter was properly advertised pursuant to the Zoning Ordinance and the Pennsylvania Municipal Planning Code ("MPC").

III. Discussion:

The Applicant is seeking zoning relief from the Board in order to construct an office building and associated parking facility. This Property has been the subject of three (3) prior Decisions of the Board. The first was on July 11, 1995. The second was on June 18, 1998. The third occurred on May 20, 1999.

The relief sought by the Applicant has been detailed above.

Section 6.11 of the Zoning Ordinance permits the Board to grant a variance when the "Zoning Ordinance inflict[s] unnecessary hardship upon the applicant." See id. at 6.11.A. Unnecessary hardship is to be determined to be present when the Board determines, as applicable, that:

- a) there are unique physical circumstances or conditions to the property;
- b) there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and thus the variance is necessary to enable reasonable use of the property;
- c) the unnecessary hardship has not been created by the applicant;
- d) the granting of the variance, if authorized would not alter the essential character of the neighborhood; and
- e) the granting of the variance, if authorized will represent the minimum variance to afford the relief and represent the least modification possible to the regulation in issue.

Id. at Section 6.11. See also MPC, at 53 P.S. §10910.2.

The Board has reviewed the Proposed Relief carefully in connection with the requirements of Section 6.11 and the MPC standards for a variance, see MPC, at 53 P.S.

§10910:2, as well as the testimony and evidence submitted, and questions raised by fellow Board members.

One of the roles of the Board is to balance the often conflicting property rights of property owners in the Borough. The Board takes this responsibility very seriously.

IV. Conclusions of Law:

- 1. The matter was properly presented before the Board.
- 2. The matter was properly advertised and the hearing both timely and appropriately convened in accordance with the provisions of both the Zoning Ordinance and the MPC.
- The Zoning Ordinance and the MPC both permit the Board to grant the variances from the Zoning Ordinance Sections.

ORDER

The Board grants the Applicant's requests for variances to the Zoning Ordinance Sections 17.5.G.2.C and 15.6.B.4. The Board has determined that relief from Section 15.5.B.4 is not necessary as the proposed building is not located within the floodplain. The Board has determined that Conditional Use approval from the Conshohocken Borough Council under Sections 17.5.C.3 and 17.5.E. is required for construction of the walking trail and installation of utilities.

CONSHOHOCKEN ZONING HEARING BOARD

Arnold Martinelli, Chair

Vivian Angelucci

Gregory F. Scharff

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Richard Barton



BEFORE THE ZONING HEARING BOARD OF CONSHOROCKEN IN RE: APPLICATION OF SEVEN TOWER BRIDGE ASSOCIATES REGARDING

110 WASHINGTON STREET

DECISION OF THE BOARD

I. History of the Case:

By application dated October 15, 2007 (the "Application"), the Applicant is seeking zoning relief from the Zoning Hearing Board (the "Board"), in the nature of several variances (each a "Variance" and collectively, the "Variances") from 20.11.A.2., which requires all parking spaces which are designated for use by people with disabilities to be at least twenty (20) feet in length and thirteen (13) feet in width, all from the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance") and all for real property located at 110 Washington Street, in the Specially Planned District Two ("SP-2") of Conshohocken (the "Property").

The Applicant is requesting that it be granted the Variances so that it may develop parking at the site which includes spaces designated for use by people with disabilities which measure eight (8) feet in width by eighteen (18) feet in length in the enclosed parking lot, and eight (8) feet in width by twenty (20) feet in length in the outside parking lot (the "Proposed Relief").

The Zoning Ordinance permits the Board to grant a variance when failure to do so would "inflict unnecessary hardship" upon an applicant. See id. at Section 6.11.A.

A public hearing was held before the Board on the evening of November 5, 2007, at 7:30 pm prevailing time, at the Borough Hall in Conshohocken, Pennsylvania. At the conclusion of the hearing, the Board discussed the issue and rendered a decision. Due notice was given for the public hearing.

After the conclusion of the hearing, the Board found as follows:

II. Findings of Fact:

- The Applicant is Seven Tower Bridge Associates, equitable owner of the Property. Said Applicant was represented by Ross Weiss, Esquire, counsel to the Applicant.
- The property involved is located at 110 Washington Street in Conshohocken, Pennsylvania. The Property is presently zoned SP-2.
- 3. The Applicant through its counsel, testified that it wished to develop a portion of the Property into a parking lot. Portions of the parking lot would be enclosed (the "Enclosed Lot") and other portions would be outside (the "Outside Lot", and collectively with the Enclosed Lot, the "Project"). In order to do so, the Applicant needed to fulfill the Zoning Ordinance requirement that at least two percent (2%) of all parking spaces for the Project be set aside for people with disabilities (the "Accessible Spaces"). Further, each such Accessible Space must fulfill the requirements of Section 20.11.A.2.C regarding the size of parking spaces for people with disabilities.
- 4. The Applicant requested relief pursuant to Section 6.11 of the Zoning

 Ordinance from 20.11.A.2.c, which requires all Accessible Spaces be at least twenty (20)

feet in length and thirteen (13) feet in width.1

- 5. The Applicant offered John A. Nawn, P.B. as a traffic engineer for the Project (the "Applicant's Traffic Engineer") and Michael Kissinger, P.E. as a design engineer (the "Applicant's Design Engineer" and collectively with the Applicant's Traffic Engineer, the "Engineers").
- 6. The Applicant, through its counsel and the Engineers, testified that the Project intended to comply with the Zoning Ordinances requirements as to number of Accessible Spaces, however due to the configuration of the development of the site, needed relief as to (i) the width of each such Accessible Space, regardless of whether the space was indoors or outside, from thirteen (13) feet to eight (8) feet; and (ii) the length Accessible Space in the Buckosed Lot, from twenty (20) feet to eighteen (18) feet.

1

7. Applicant's Engineers testified it was difficult to build the Accesible Spaces with the thirteen (13) foot width, and though they were still looking at trying to accommodate the Zoning Ordinance, it would be much more practical in the larger scheme of the Project, if they were permitted to reduce the width to eight (8) feet. Further, upon questioning from the Board and Christine Stetler (the "Zoning Officer"), the Applicant acknowledged that it still had to comply with the Americans with Disabililites Act (the "ADA") as such related to the five (5) foot aisles/islands required to abut the Accessible Spaces.

It should be noted that the Application initially requested relief solely as to the length of the Parking Spaces in the Enclosed Lot (Applicant requested relief to permit the langth to be reduced from twenty (20) feet to eighteen (18) feet). At the Hearing, the Applicant requested that the Application be amended to add approval to (i) permit the reduction of the width of the Accessible Spaces in the Enclosed Lot and Outside Lot from thirteen (13) feet to eight (8) feet.

- 8. The Applicant's Engineers also testified that the full twenty (20) foot length in the Enclosed Lot would be extremely difficult as it would impact the sisle width, which was limited already (though in conformity with the Zoning Ordinance) due to the configuration of the Enclosed Lot; permitting eighteen (18) foot length for the Accessible Spaces would allow a standardizing of length for all parking spaces—though reserved for people with disabilities and those which were not—throughout the Enclosed Lot.
- 9. Applicant's Traffic Engineer testified that of the sixteen (16) Accessible Spaces, the fourteen (14) in the Enclosed Lot needed relief from the twenty (20) foot length requirement of 20.11.A.2. (and instead be allowed to be only eighteen (18) feet in length) and all the Accessible Spaces need relief to reduce their width from thirteen (13) feet to eight (8) feet.
- 10. Joseph Januzelli, Building Coded Officer for the Borough, testified that neither the ADA, nor the American National Standards Institute standards ("ANSI") have a minimum length requirement.
- 11. James R. Watson, Borough Engineer, testified, similar to Mr. Januzelli, that the various applicable codes did not have a required length for Accessible Parking, however, he felt eighteen (18) feet was an "absolute" minimum.
- 12. Counsel for the Board, David Nasatir (the "Board Solicitor") noted that if the Zoning Ordinance were more stringent than the ADA or ANSI, the Board could loosen those requirements provided it did not dilute the requirements to the point they were less stringent than the ADA or ANSI.
 - 13. There were no other parties to testify for or against the Applicant.

14. The Board finds that the matter was properly advertised pursuant to the Zoning Ordinance and the Pennsylvania Municipalities Planning Code ("MPC").

III. Discussion:

The Applicant intends to develop \$13 parking spaces, and pursuant to the Zoning Ordinance, will include sixteen (16) spaces reserved for use by people with disabilities. Pursuant to its plans, the Applicant wishes to obtain the following Variances from Section 20.11.A.2.c:

- (a) relief to permit the reduction of the width of all sixteen (16) of the Accessible Spaces from thirteen (13) feet to eight (8) feet regardless of whether said spaces are in the Backoned Lot or Outside Lot;
- (b) relief to permit the length of the fourteen (14) Accessible Spaces in the Enclosed Lot to be reduced from twenty (20) feet to eighteen (18) feet;

Applicant argues this is a *di minimus* reduction in size to accommodate both the intent of providing access to individuals with disabilities with the dimensional layout of the proposed building and configuration of the Property.

Section 6.11 of the Zoning Ordinance permits the Board to grant a variance when the "Zoning Ordinance inflict[s] unnecessary hardship upon the applicant," See id. at 6.11.A. Unnecessary hardship is determined to be present when the Board determines, as applicable, that:

- a) that there are unique physical circumstances or conditions to the property;
- b) there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and thus the variance is necessary to enable reasonable use of the property;

- c) that the unnecessary hardship has not been created by the applicant;
- d) the granting of the variance, if authorized would not alter the essential character of the neighborhood; and
- e) the granting of the variance, if authorized will represent the minimum variance to afford the relief and represent the least modification possible to the regulation in issue.

Id. at Section 6.11. See also MPC, at 53 P.S. §10910.2.

The Board has reviewed the Proposed Relief carefully in connection with the requirements of Section 6.11 and the MPC standards for a variance. See MPC, at 53 P.S. §10910.2. As the testimony and evidence presented at the hearing have shown, the reduction in the length of the Accessible Spaces in the Enclosed Lot, from twenty (20) feet to eighteen (18) feet, appears to be of a minimal nature so as to not intrude upon the essential character of the SP-2 portion of the Borough, nor unreasonably intrude upon the restrictions imposed upon under the Zoning Ordinance, and likely reduces the danger of a parked vehicle protruding into a tight parking aiale.

As far as the reduction in the width for all the Accessible Spaces, the Board is inclined to grant this Variance as well. The Board believes that the ADA requirement of a five (5) foot island/side aisle-way adjacent to any such Accessible Space, will grant any user of that space sufficient room to maneuver in getting out of, or into, their vehicle. The Board suspects that Borough Council may have intended that the thirteen (13) foot parking width required of an Accessible Space as inclusive of the five (5) foot island/aisle-way when it approved the Zoning Ordinance

As a result of the above, the Board grants each of the requested Variances,
provided the Project is developed in conformity with the plans and specifications
delivered to the Board as part of the Applicant's Application or presented at the hearing.

IV. Conclusions of Law:

- 1. The matter was properly presented before the Board.
- 2. The matter was properly advertised and the hearing both timely and appropriately convened in accordance with the provisions of both the Zoning Ordinance and the MPC.
- 3. The Zoning Ordinance and the MPC both give the Board the necessary discretion to determine whether or not the Variances may be granted for proposed Project.

ORDER

For the reasons stated herein, the Board grants the Applicant's request for the Variances to the Zoning Ordinance all as detailed herein.

CONSHOHOCKEN ZONING HEARING BOARD²

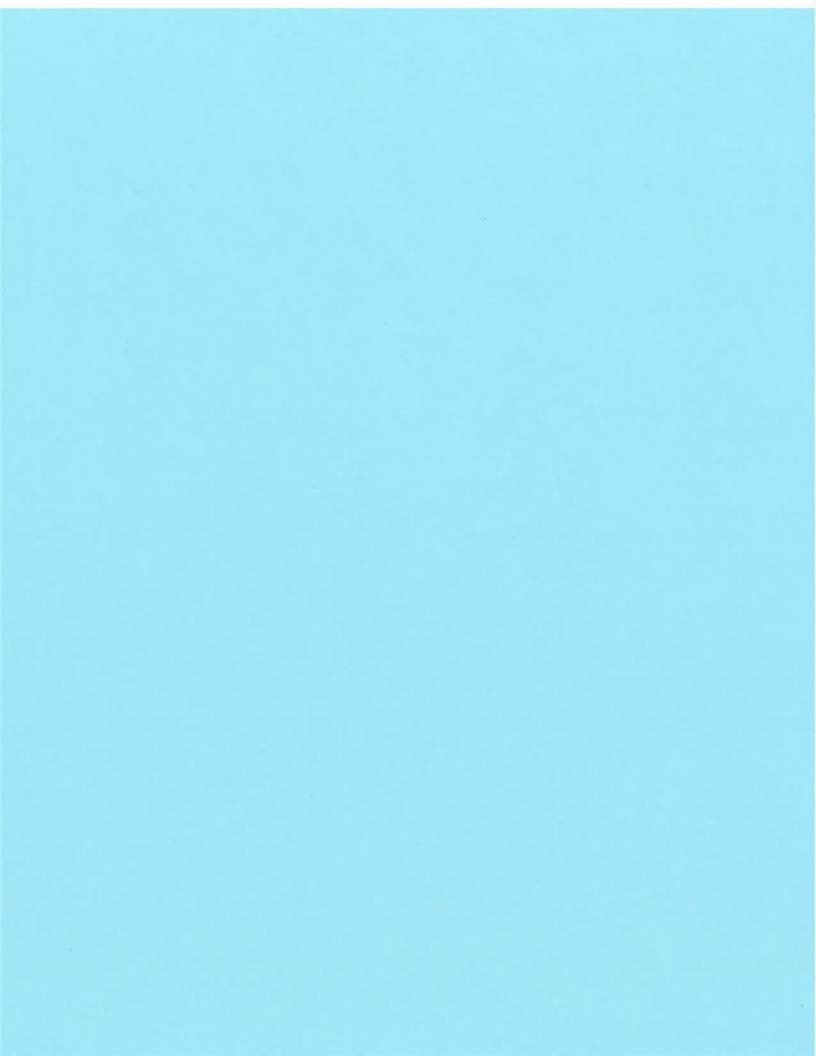
Arnold Martinelli, Chairman

Vivian Angelucci

Change T Schorff

January Ochler

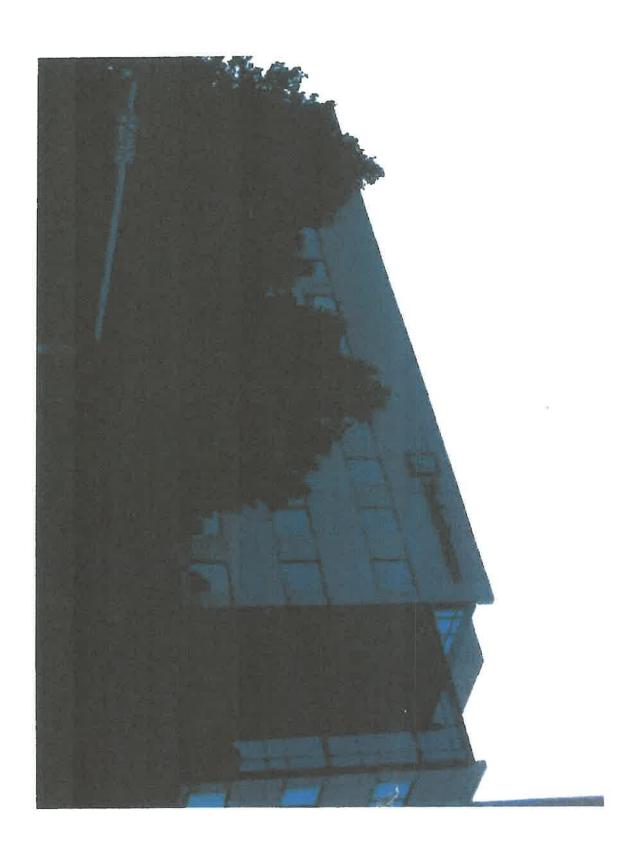
² Zoning Board Member Richard Barton did not attend the Hearing or participate in this decision.

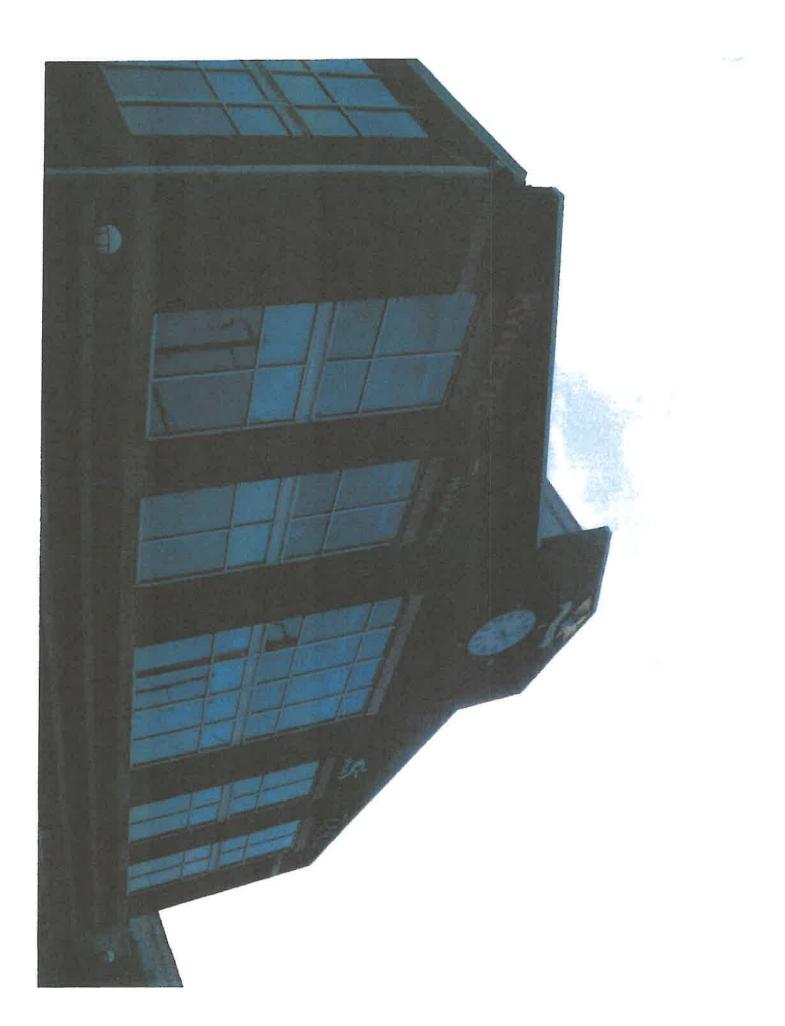


















Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING NOTICE DECEMBER 14, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

ZONING HEARING Z-2020-17

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on December 14, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of Conshohocken Zoning Hearing Board 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:

ACG, LLC

1326 Arrowmink Rd., Villanova, PA 19085

PREMISES INVOLVED:

900 Fayette St., Conshohocken, PA 19428

Residential Office Zoning District

OWNER OF RECORD:

CSOPOE, LLC

1326 Arrowmink Rd., Villanova, PA 19085

The Petitioner is requesting the following relief from the Borough Zoning Code: Section 27-703.E(6)(a): a special exception for the expansion of a non-conforming building; Section 27-1205.F: a variance from the maximum permitted impervious lot coverage; Section 27-2002: a variance from providing off-street parking; Section 27-703.E(6)(b): interpretation of the Zoning Officer that the performance standards do not apply or in alternate a variance.

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



Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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.

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

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/972846509

You can also dial in using your phone. United States (Toll Free): <u>1 866 899 4679</u>

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/972846509

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.



Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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

I/We
Request to be granted party status in Application: <u>Z-2020-17</u>
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 December 9th, 2020)

MAIL:

Borough of Conshohocken Attn: Bobbi Jo Myrsiades 400 Fayette St. – Suite 200 Conshohocken, PA 19428

E-MAIL:

zoning@conshohockenpa.gov



Office of the Borough Manager

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

BOROUGH COUNCIL

Stephanie Cecco Borough Manager

MAYOR Yaniv Aronson

MEMORANDUM

Date:

November 24, 2020

To:

Stephanie Cecco, Brittany Rogers

From:

Eric P. Johnson, PE

Re:

900 Fayette Street - Zoning Determination

History of the Site:

900 Fayette Street is a 2-story mixed use building at the northwest corner of Fayette Street and 9th Avenue with a gross floor area of 6,174 square feet. The property is located in the Residential Office zoning district. The building on the property is existing nonconforming as follows: the front yard setback along Fayette Street is 0 feet, whereas 25 feet is required; side yard setbacks are 0 feet, whereas 5 feet is required, and the impervious coverage is 56.5%, whereas a maximum of 50% is permitted. The following uses are located within the building: The first floor contains a delicatessen (conforming restaurant use) and a beauty salon (nonconforming use); the second floor contains three (3) residential dwelling units (nonconforming use). The rear portion of the property is undeveloped with lawn and a perimeter fence. No off-street parking is provided on the property.

Current Request:

The applicant proposes to construct an approximately 800-square-foot, 1-story addition to the rear of the existing building. The addition would increase the gross floor area of the building by 13%. The addition is intended to house an expansion of the delicatessen kitchen facilities, office, restroom facility, and walkin freezer. The addition would maintain the 0-foot side yard setbacks of the existing building and would be complaint with the rear yard setback. The applicant also proposes to install a trash enclosure to the rear of the building, along with a rear door landing, stairs, and sidewalk to provide building access. No off-street parking spaces are proposed to be added as part of the development. The imperious coverage on the property would be increased by 269 square feet to 60.3% of the lot area.

The applicant is requesting a special exception for the expansion of a non-conforming building (§27-703.E(6)(a)); a variance to increase the impervious lot coverage (§27-1205.F); a variance from providing off-street parking (§27-2002); and an interpretation of the Zoning Officer that the performance standards required by §27-703.E(6)(b) of do not apply to the prosed development, or in alternate a variance.

Zoning Determination:

Per 27-703.D, the physical expansion of a nonconforming building is permitted one time and is limited to a maximum of 25% of the gross floor area of the existing building. The proposed development is the first expansion of the existing buildings and increases the gross floor area by 13%. A special exception granted by the Zoning Hearing Board is required for the prosed building expansion in accordance with §27-703.E(6)(a).

Per §27-703.E(6)(c), when 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. The existing building side yard setbacks are 0-feet and the proposed building addition will be in line with the existing building with a 0-foot setback.

Per 27-703.E(6)(b), 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 applicant proposes to expand a nonconforming building, but the use (delicatessen) within the expanded portion of the building is conforming. Therefore, it is the interpretation of the Zoning Officer that the previsions of 27-703.E(6)(b) do not apply to the application under consideration. The delicatessen use is still required to comply with all applicable performance standards of the Borough Zoning Code.

Per 27-1205.F, in the Residential Office zoning district, the maximum permitted impervious coverage is 50% of the lot area. The existing impervious coverage (56.5%) exceeds the maximum permitted coverage; therefore, any increase of impervious coverage will require a variance.

Per 27-2002, any building erected, altered, or used shall be provided with the required minimum number of off-street parking spaces, together with adequate driveways and street access. Currently, no off-street parking is provided to serve the existing uses of the property. Per the Borough Code, the alteration of a buildings includes the enlargement of the building. The proposed building addition constitutes an alteration of the existing building, requiring compliance with the off-street parking requirement. The delicatessen (restaurant) use requires 1 parking space per 50 square feet of gross floor area. The residential use requires between 1.5 and 2 spaces per unit per dwelling unit. The beauty salon use requires 3 spaces per practitioner. A variance is required if no off-street parking is provided on the property.

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

November 10, 2020

(VIA EMAIL AND FEDERAL EXPRESS - zoning@conshohockenpa.gov)

Borough of Conshohocken 400 Fayette Street, Suite 200 Conshohocken, PA 19428

Re: 900 Fayette Street

Dear Sir or Madam:

Enclosed please find the original and (1) copy of a Zoning Hearing Board Application and supporting documents on behalf of ACG, LLC regarding 900 Fayette Street. Also enclosed are two (2) checks totaling \$2,000.00 payable to the Borough of Conshohocken. One copy of the Application and supporting documents are being sent via email. Please return a time-stamped copy to me in the self-addressed, stamped envelope provided.

Please call with any questions.

Very truly yours,
HUGHES, KALKBRENNER & OZOROWSKI, LLP

/s/ Edward J. Hughes

Edward J. Hughes, Esquire

EJH:drc Enclosures

cc: ACG, LLC (via email)

Mr. Mark Canale (via email)

Paul W. Hughes, P.E. (via email)



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

Zoning Application

	Application: Z200-1
Application is hereby made for:	Date Submitted: 11-12-20
X Special Exception X Variance	Date Received:
Appeal of the decision of the zoning officer	
Conditional Use approval X Interpretation of the	he Zoning Ordinance
Other	
Section of the Zoning Ordinance from which relief is r	equested: Section 27-1205(f) Impervious
Coverage (variance); Section 27-703(E)(6) (a) Extension Expansion	on of Nonconforming Building (special
exception); Section 27-703(E)(6)(b) Parking (variance); Interpreta expansion of a nonconforming use but not to	
Address of the property, which is the subject of the ap	
900 Fayette Street	
	-
Applicant's Name: ACG, LLC	
Address:1326 Arrowmink Road, Villanova, PA 1908	35
Phone Number (daytime): (610)639-0584	
E-mail Address: ashleygovberg@gmail.com	
Applicant is (check one): Legal Owner Equitable (Dwner Tenant X
	Switci, Tenant
Property Owner: CSOPOE, LLC	
Address: 1326 Arrrowmink Road, Villanova, PA 190	085
Phone Number: (610)212-5544	
E-mail Address:dannygovberg@gmail.com	
Lot Dimensions: 50 x 140 (7,000 SF) Zoning Distr	RO-Residential Office

8.	Has there been previous zoning relief requested in connection with this Property?
	Yes No X 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.
	Delicatessen (conforming use), salon (nonconforming use) and three (3) residential apartments (nonconforming use). Existing uses have no onsite parking.
10.	Please describe the proposed use of the property.
,	800 SF building expansion to house kitchen facilities, offices, restrooms and walk-in refrigeration box. No expansion of the salon use or the apartment uses. Proposed expansion is 800 SF or 13% of the gross floor area of the building (6,174 SF).
11	
11.	Please describe proposal and improvements to the property in detail.
	The property is improved by a mixed use building. Delicatessen on the first floor (conforming use), salon on the first floor (nonconforming use) and three (3) residential apartments on the second floor (nonconforming use). The existing building has a total of 6,174 SF of gross

floor area. The proposed expansion has a gross floor area of 800 SF or 13% expansion. The proposed building expansion will not create any additional encroachments into the side yard or front yard of the property and will be in line with the existing building and will not

extend closer to the street than currently exists.

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

The property is nonconforming as to impervious coverage; 50% permitted, 56.5% existing, 60% proposed, an increase of 3.5% (251 SF). Expansion of the building to house kitchen facilities, offices, restrooms and walk-in refrigeration box is necessary for health and safety reasons. Expansion of the building is permitted by special exception if the expansion is less than 25%. This is the expansion of a nonconforming building, not the expansion of a nonconforming use, and thus the performance standards of the Ordinance do not apply.

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

a.	The unique characteristics of the property:	The property is nonconforming as
	impervious coverage, front and side yard s	

- b. How the Zoning Ordinance unreasonably restricts development of the property: **Impervious coverage precludes expansion of the building.**
- c. How the proposal is consistent with the character of the surrounding neighborhood.

Buildings on properties in the vicinity of the subject property exceed the impervious coverage limitations. Maximum impervious coverage in the nearby BC District is 85%.

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.

Applicant requests a 251 SF expansion of impervious coverage (which is a di minimis increase of 3.5% from 56.5% to 60% proposed which is the minimum required to provide adequate kitchen facilities and support areas and promote health and safety).

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

Section 27-703(E)(6)(b) This Section applies to expansion of a nonconforming use and is not applicable to the expansion of a nonconforming building containing a conforming use and the performance standards in the Ordinance including parking do not apply.

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.
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.
a. Type of rener 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.
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
a. I mai ritation.

15.

16.

Ву	Applicant csopoe, LLC		ı
	COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY As subscribed and sworn to before me this	10 ^{+h} day of	
	Dana R. Coubml Notary Public		
	(Seal) Commonwealth of Pennsylvania - Notary Seal Dana R. Carbone, Notary Public Montgomery County My commission expires February 11, 2023 Commission number 1023164		

Member, Pennsylvania Association of Notaries

400 Fayette Street, Suite 200 | Conshohocken, PA 19428 | Phone: (610) 828-1092 | Fax: (610) 828- 0920 | www.conshohockenpa.org



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

Decision

(1	For Borough Use Only)	
Application Granted \Box	Application Denied	
MOTION:		
CONDITIONS:		
BY ORDER OF THE ZONING HEAD	RING BOARD	
	Yes	No
	□	
	🗆	
	🗆	
	🗆	
	□	
DATE OF ORDER:		





RECORDER OF DEEDS MONTGOMERY COUNTY Jeanne Sorg

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



INSTRUMENT #: 2020000745

DEED BK 6167 PG 00838 to 00842

RECORDED DATE: 01/03/2020 02:56:06 PM

Document Page Count:

KNIGHTS ABSTRACT

Operator Id:

PAID BY:

MONTGOMERY COUNTY ROD

4

sford

OFFICIAL RECORDING COVER PAGE Transaction #:

Page 1 of 5

5969586 - 3 Doc(s)

Document Type: **Document Date:**

Deed 12/16/2019

Reference Info:

RETURN TO: (Ingeo) **Knights Abstract** 416 E Street Rd

Feasterville Trevose, PA 19053

* PROPERTY DATA:

Parcel ID #:

05-00-02996-00-5 900 FAYETTE ST

Address:

PA

Municipality:

Conshohocken Borough

(100%)

School District:

Colonial

* ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT: **TAXABLE AMOUNT:**

\$1,500,000.00

\$1,500,000.00

FEES / TAXES:

Recording Fee:Deed

\$86.75

State RTT

\$15,000.00

Conshohocken Borough RTT Colonial School District RTT

\$7,500.00 \$7,500.00

Total:

\$30,086.75

DEED BK 6167 PG 00838 to 00842

Recorded Date: 01/03/2020 02:56:06 PM

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



Jeanne Sorg **Recorder of Deeds**

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Knights Abstract, Inc. 416 E. Street Road Feasterville, PA 19053

File No. KA-19-16705FNT

UPI # 05-00-02996-00-5

MONTGOMERY COUNTY COMMISSIONERS REGISTRY 05-00-02996-00-5 CONSHOHOCKEN BOROUGH

900 FAYETTE ST

\$15.00

900 FAYETTE LLC B 044 L U 025 4100 12/30/2019

JU

This Indenture, made the

day of DECOMGT, 2019,

Between

900 FAYETTE LLC

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

CSOPOE LLC

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

Witnesseth, that the said Grantor for and in consideration of the sum of One Million Five Hundred Thousand And 00/100 Dollars (\$1,500,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

All that certain lot or piece of land with the buildings thereon erected situate in the Borough of Conshohocken, County of Montgomery, and Commonwealth of Pennsylvania bounded and described as follows, to wit:

Beginning at a stake on the north corner of Fayette Street and Ninth Avenue; thence extending along the Northwest side of Favette Street Northeasterly fifty feet to a stake: thence through and along the middle of Lot No. 15 Northwestwardly one hundred forty feet to a point a corner of land conveyed to Eugenio Desantis, and Marla, his wife; thence along said land and parallel with Fayette Street Southwestwardly fifty feet to a point on the Northeast side of Ninth Avenue aforesaid; thence along the Northeast side of Ninth Avenue Southeastwardly one hundred forty feet to the place of beginning.

Tax ID/ Parcel No. 05-00-02996-00-5

BEING the same premises which Patricia Warg and Carolann Tornetta by Deed dated May 31, 2018, and recorded June 20, 2018, in Montgomery County in Book 6094, Page 1763, granted and conveyed unto 900 Fayette, LLC, in fee.

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

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

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

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

900 FAYETTE LLG

Sull./m By	X) Africa
Ву:	seph R. Paga, Member (4) Down M. M. Manuel M. Ward M. Barrett, Member
Commonwealth of Pennsylvania County of Montgomery	
	CC, 2019, before me, the undersigned Notary
Members of 900 Fayette LLC, a limited liability	company, and they, as such Members
being authorized to do so, executed the foregoing instrur- signing the name of the limited liability company by themsel	
IN WITNESS WHEREOF, I hereunder set my hand	and official seal.
	ary Public commission expires

The precise residence and the complete post office

address of the above-named Grantee is:

On behalf of the Grantee

Meed

UPI # 05-00-02996-00-5

Exchange Solutions, Inc. as Qualified Intermediary for 900 Fayette St LLC

2

CSOPOELLC

Knights Abstract, Inc. 416 E. Street Road Feasterville, PA 19053 PARID: 050002996005

CSOPOE LLC

900 FAYETTE ST

Parcel

 TaxMapID
 05044 025

 Parid
 05-00-02996-00-5

Land Use Code 4100

Land Use Description C - RETAIL, OFFICE, APTS. - MULTI-USE

Property Location 900 FAYETTE ST

Lot #

Lot Size 7000 SF Front Feet 50

Municipality CONSHOHOCKEN
School District COLONIAL
Utilities ALL PUBLIC//

Owner

Name(s) CSOPOE LLC

Name(s)

Mailing Address 1325 ARROWWALK RD

Care Of Mailing Address

Mailing Address VILLANOVA PA 19085

Current Assessment

Appraised Value Assessed Value Restrict Code
260,880 260,880

Estimated Taxes

County 902

Montco Community College 102

Municipality 1,174

School District 6,095

Total 8,273

Tax Lien Tax Claim Bureau Parcel Search

Last Sale

Sale Date 16-DEC-19
Sale Price \$1,500,000
Tax Stamps 15000
Deed Book and Page 6167-00838 Grantor 900 FAYETTE LLC
Grantee CSOPOE LLC
Date Recorded 03-JAN-20

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
12-16-2019	\$1,500,000	15000	6167-00838	900 FAYETTE LLC	CSOPOE LLC	01-03-2020
05-31-2018	\$1,125,000	11250	6094-01763	WARG PATRICIA & TORNETTA CAROLANN	900 FAYETTE LLC	06-20-2018
01-20-2006	\$1		5597-00598	GRANESE LAWRENCE A	WARG PATRICIA & TORNETTA CAROLANN	
03-31-2004	\$1	0	5521-01139	GRANESE CAROLINE J	GRANESE LAWRENCE A	08-10-2004

Montgomery, Pennsylvania

8/26/2020

09-30-1993 \$1

5056-01321

GRANESE CAROLINE J

10-04-1993

09-01-1993 \$1

5056-1321

04-30-1973 \$10,000 100

IN C ENTERPRISES INC

Lot Information

Lot Size

7000 SF

Lot# Remarks Remarks

Remarks

Commercial Parcel Summary

No. of Cards

Land Use Code

Gross Building Area (Total of all Cards)

Total Living Units

1

4100

9,564 2

Commercial Parcel Summary

Use

MULTI-USE APARTMENTS

MULTI-USE OFFICE

SUPPORT AREA

Area

3,188

3,188

3,188

1 of 11

Commercial Card Summary

Card

Imp Name

Structure Code

Structure

Sprinkler Units

Identical Units

Year Built

Gross Building Area Elevator/Escalator

1

DR MARC NEIBERG

319

MIXED RES/COMM

1

1925

9,564

Permits

30-MAY-2019 Permit Date

Permit Number

19-00447 **FENCE**

Amount Purpose

Notes

Notes

Notes

Status

CLOSED

Assessment History

Appraised Value

Assessed Value

Restrict Code

Effective Date

Reason

REMOVING TRASH ENCLOSUER FENCE AND INSTALL NEW ONE

Notice Date

16-MAY-97

260,880

260,880

RENOVATION/ALTERATIONS

260,880

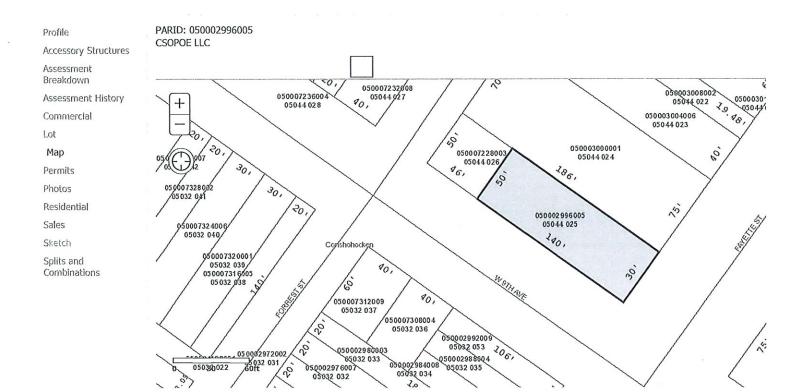
12,900

01-JAN-98 01-JAN-87

REASSESSMENT

https://propertvrecords.montcopa.org/pt/Datalets/PrintDatalet.aspx?pin=050002996005&gsp=PROFILEALL&taxyear=2020&jur=046&ownseq=0&card...

② HOME PROPERTY SEARCH ▼ CONTACT US



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

PA	ARTIES			
TENANT(S):	LANDLORD(S):			
ACG,LLC	900 Fayette LLC			
Authorized Signer Ashley Guvberg	Authorized Signer Joseph Papa and Howard Barret			
TENANT'S PRINCIPAL PLACE OF BUSINESS:	LANDLORD'S PRINCIPAL PLACE OF BUSINESS:			
1326 Arrowmink Rd, Villanova PA 19085	28 Dechert Rd, Conshohocken PA 19428			
TENANT'S EMAIL ADDRESS:	LANDLORD'S EMAIL ADDRESS:			
Ashleyguvberg@gmail.com	ragstworiches@comcast.net			
estimates	EMISES floor(s) consisting of annuavimete			
A portion of the real property known as Suite Number(s)				
lysquare feet and located at 900 Fayette Street 1st Flo	Unit(s)ZIP <u>19428</u> ,			
in the municipality of Conshohocken	County of Montgomery County			
in the Commonwealth of Pennsylvania, with improvements consist	ing of			
in the Commonwealth of Femisyrvania, with improvements consist	mg 01			
	P WITH PA LICENSED BROKER			
☐ No Business Relationship (Tenant is not represented by a b	oroker)			
Broker (Company) Entourage Elite Real Estate	Licensee(s) (Name) Michael Spampinato			
Company Address 151 E 10th Ave, Conshohocken PA 19428	Direct Phone(s) 610-476-6621 Cell Phone(s)			
Company Phone (610) 828-7000	Fax			
Company Fax	Emailmspampinato@entouragehomes.com			
Broker is (check only one):	Licensee(s) is (check only one):			
☑ Tenant Agent (Broker represents Tenant only)	☐ Tenant Agent (all company licensees represent Tenant)			
☐ Dual Agent (See Dual and/or Designated Agent box below)	☑ Tenant Agent with Designated Agency (only Licensee(s) named			
	above represent Tenant)			
	☐ Dual Agent (See Dual and/or Designated Agent box below)			
☐ Transaction Licensee (Broker and Licensee(s	s) provide real estate services but do not represent Tenant)			
I ANDI ODDIS DEI ATIONSH	IIP WITH PA LICENSED BROKER			
☐ No Business Relationship (Landlord is not represented by				
Broker (Company) Keller Williams - Conshohocken	Licensee(s) (Name) Binnie Bianco			
Company Address 625 W Ridge Pike F, PA	Direct Phone(s)			
oza w muge rike r, rA	Cell Phone(s) 484-576-7219			
Company Phone610-828-2224	Fax			
Company Fax	Email binniebianco@gmail.com			
Broker is (check only one):	Licensee(s) is (check only one):			
☐ Landlord Agent (Broker represents Landlord only)	☐ Landlord Agent (all company licensees represent Landlord)			
☐ Dual Agent (See Dual and/or Designated Agent box below)	☐ Landlord Agent with Designated Agency (only Licensee(s) named			
	above represent Landlord)			
	☐ Dual Agent (See Dual and/or Designated Agent box below)			
☐ Transaction Licensee (Broker and Licensee(s	s) provide real estate services but do not represent Landlord)			
DHALAND/OR D	ESIGNATED AGENCY			
	d Landlord in the same transaction. A Licensee is a Dual Agent when a			
Licensee represents Tenant and Landlord in the same transaction. Al	Il of Broker's licensees are also Dual Agents UNLESS there are separate			
Designated Agents for Tenant and Landlord. If the same Licensee i	s designated for Tenant and Landlord, the Licensee is a Dual Agent.			

CL Page 1 of 14

Tenant Initials Pennsylvania Association of Realtors® Landlord Initials:

1. LEASE DATE AND RESPONSIBILITIES

For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby. Landlord leases to Tenant, and Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part of this Lease, dated 01/10/2019

2. DEFINITIONS

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Tenant Initials:

- (A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity, security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in the payment of Base Rent.
- (B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.
- (C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas and amenities of the Premises as set forth in Paragraph 7.
- (D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with provisions of insurance for Landlord's Premises.
- (E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as Landlord.
- (F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and landscaping as set forth in Paragraph 7.
- (G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments, whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase or decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, or any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.
- "Rent" shall mean the total sums due and payable to Landlord.

(3 if not specified) OR ☑5

32		(I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors				
13		and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges				
4		and powers as he would have possessed had he originally signed this Lease as Tenant.				
5	3.	STARTING AND ENDING DATES OF LEASE (also called "Term")				
6		(A) The Commencement Date shall be (select one):				
7		☐ Substantial Completion:				
8		Occupancy Date:				
9		☑ Signing Date: 01/11/2019				
()		☐ Rent Commencement Date:				
1		Other:				
2		Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the				
3		Commencement Date.				
4		(B) The Term of this Lease shall begin on the Commencement Date and expire on 03/31/2022 ("Expiration				
5		Date"). This date in subsequent years shall operate as the renewal date, if any.				
6		(C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use with-				
7		out material interference with Tenant's business activities.				
8	4.	RENEWAL TERM				
9		(A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for				
()		any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant"				
1		and the provisions of Paragraph 32 shall apply.				
2		(B) Option 1 - Automatic Termination				
3		This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or				
4		renewal of the Lease prior to the last day of the Term ("Renewal Term").				
5		(C) ☑ Option 2 - Automatic Renewal				
6		1 If neither party terminates this Lease as set forth herein, this Lease will automatically renew for \(\Pi \) additional month(s)				

additional year(s) (1 if not specified) ("Renewal Term").

It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less

Do	cuSiç	gn Envelope ID; B0AA9245-AF73-4D4B-8071-CB1126D13AEB
61		(D) Option 3 - Tenant's Option to Renew
62		Landlord and Tenant agree that Tenant has the right to exerciseoption(s) (1 if not specified) to extend the Lease, provide
63		Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term identical
64		to the Term identified in Paragraph 3 ("Renewal Term"). Tenant shall provide Landlord no less thandays (60 if not specified
65		written notice of Tenant's intention to exercise its option to renew the Lease.
66		(E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.
67		(F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant
68		(G) At the Expiration Date or sooner termination of this Lease, Tenant shall peaceably surrender to Landlord possession of the
69		Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes i
70		condition due to fire or other casualty.
71		1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenan
72		may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improve
73		ments shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures
74		heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deeme
75		to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on beha
76		of Tenant at any time.
77		2. Landlord may, in Landlord's sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice t
78		Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspec
79		tion, Landlord shall provide Tenant with written notice within 10 days (10 if not specified) of such inspection setting fort
80		those conditions for which Tenant is responsible to repair or restore under the Lease.
81		3. Tenant may, at Tenant's election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desired
82		Landlord to perform such repairs and restorations at Landlord's actual, reasonable costs. If Tenant elects not to perform the
83		repairs and restorations, Tenant shall pay Landlord's actual, reasonable costs promptly after receiving notice that Landlord has
84		completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord's actua
85		costs of repairs and restorations.
86	5.	BASE RENT
87		(A) Rent is due without demand, abatement, deduction or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated
88		(B) Base Rent shall be paid in \square monthly \square quarterly \square annual \square other:
89		\$2000 on or before the 1st day of each 🛮 month 🗀 quarter 🗀 other: ("Due Date")
90		(C) Base Rent shall be calculated as \$
91		amounting to Base Rent of \$24,000 (U.S. Dollars) per year.
92		☑ If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base
93		Rent owed to Landlord will be no more than 3 % or \$ in each instance and, following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless
94		
95		otherwise stated here: (D) Any Page Part installment Additional Part or any other recognized by Landlard within 5
96		(D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within 5 days (5 if not spec fied) of the Due Date shall be subject to a late charge of 10 % of the installment due or \$ ("Late Charge")
97		fied) of the Due Date shall be subject to a late charge of 10 % of the installment due or \$ ("Late Charge"). (E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against
98		the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month's Base Rent that
99		is currently due.
100		(F) Landlord will accept the following methods of payment: □ Cash ☑ Money Order ☑ Personal Check □ Credit Cards (additional Control of the Control of the Cards)
102		fees may apply) \(\overline{\mathbb{Z}}\) Cashier's Check \(\overline{\mathbb{Z}}\) Other: Direct Deposit Card (Preferred) . Landlord, at Landlord's sole discretion, reserve
103		the right to change or modify the acceptable methods of payment if any method fails (a check is returned or not honored, cred
104		card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.
105		(G) Tenant will pay a fee of \$75.00 for any payment that is returned or declined by any
106		financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late
107		Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.
108	6.	SECURITY DEPOSIT
109	•	(A) A security deposit of \$2000 will be paid in U.S. Dollars to Landlord or Landlord's representative, and hel
110		in escrow by Landlord or Landlord's representative as named here:
111		(B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth it
112		this Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damage
113		for Tenant's default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord's right to possess the
114		Premises for Tenant's default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.
115		(C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within 60 (60 if not specified) days after the
116		Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.
117		(D) In the event of any transfer of Landlord's interests in the Premises, Landlord shall have the right to transfer its interest in the Securit
118		Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a Securit
119		Deposit, and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the Lease.
		9FL HB

Landlord Initials:

| GI/12/19 | HB | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/19 | 01/13/

	7 1	nn	TITLE	TIKE	RENT
121	1. P			DIVAL	. KKINI

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

 ☐ Common Area Maintenance (CAM)

 ☐ Improvements
 ☐ Real Property Taxes
 ☐ Operating Expenses
- (B) Tenant's pro rata share of CAM expenses are _______% (100 if not specified) of the total cost. Upon demand for payment, Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.
 - (C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, utilities, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses included in CAM will be paid by Tenant according to Paragraph 7(B), above.

Operating Expense Addendum to Commercial Lease (PAR Form OXA) is attached and made part of this Lease.

134 8. PAYMENT SCHEDULE

35		Total Due	Due Date	Paid	Balance Due
36	(A) First month's Base Rent:	\$2000.00	01/14/2019	\$	\$2000.00
37	(B) Security Deposit:	\$2000.00	01/14/2019	\$	\$2000.00
38	(C) Additional Rent:	\$2000.00	01/14/2019	_ \$	\$2000.00
39	(D) Other:	\$. \$	_ \$
4()	TOTALS:	\$6000.00		\$	\$6000.00

141 9. SIGNS

- (A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with, and if needed, be approved by, Borough of Conshohocken (municipality) and any other necessary governmental authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign, including colors, for Landlord's approval.
- (B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant's sole cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease, and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

150 10. LANDLORD'S REPRESENTATIONS

Landlord warrants and represents that:

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

11. ACCEPTANCE; POSSESSION

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

12. GOVERNMENTAL REGULATIONS

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

CL Page 4 of 13 Landlord Initials:

13. TENANT'S USE AND COVENANTS

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(A) Tenant shall use the Premises only for Retail Delicatessen

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

- (B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxic, hazardous or obnoxious substance. Tenant will not maintain any hazardous substance or pollutant or contaminate as defined in 42 U.S.C. § 9601, et seq., or any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This indemnification is intended to survive the expiration or other termination of this Lease.
- (C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any governmental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting Tenant's use and occupancy of the Premises or the business conducted therein.
- (D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this Lease, shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may, after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.

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

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

14. ASSIGNMENT AND SUBLETTING

- (A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.
- (B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.
- (C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instrument in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

15. TENANT'S ALTERATIONS AND REPAIRS

- (A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent of Landlord, make minor improvements or repairs to the interior of the Premises provided that:
 - 1. Each repair costs no more than \$ 1,000.00

(\$1,000.00 if not specified),

- 2. They do not impact the structural strength, integrity, operation or value of the building, AND
- 3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property, improvements, or land.
- (B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in connection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termination of the Lease.
- (C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the Term or any Renewal Term.
- (D) If, prior to the end of the Term or Renewal Term, Tenant provides written notice to Landlord that Tenant intends to remove all or any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from the Premises, Tenant shall repair all damage caused by installation and removal.
- (E) All work shall be performed in a workmanlike manner.

232 16. MECHANICS' LIENS

- (A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addition, improvement or installation performed by or on behalf of Tenant, or is a result of Tenant's acts or omissions, Tenant shall, within 30 days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled and discharged of record.
- (B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs) arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

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- necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord's title insurance policy at the time of the contest.
 - (C) If final judgment establishing the validity or existence of any contested lien is entered, Tenant shall pay and satisfy the same at once.

17. LANDLORD'S RIGHT TO ACCESS

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

- (A) With Landlord's prior consent, Tenant shall have the right to install various locks on and within the Premises. Tenant shall furnish Landlord with copies of any such keys or combinations to provide access only in the event of an emergency or as otherwise set forth in this Lease. Tenant shall have a continuing obligation for the duration of the Lease, and any extensions thereto, to provide Landlord with any keys and/or passcodes necessary to enter the Premises.
- (B) Landlord and its agents, contractors and invitees shall have the right to enter the Premises any reasonable time and after reasonable notice (i) for inspection; (ii) to supply any service that Landlord is obligated to provide under the terms and conditions of this Lease; (iii) to show the Premises to prospective buyers, lenders or tenants; (iv) to affix and display "For Sale" or "For Rent" signs; and (v) to make repairs, alterations, additions or improvements to the Premises or other portion of Landlord's Property, which the examination or exhibition in making of any repairs to the Premises shall not unreasonably interfere with Tenant's use.
- (C) When possible, Landlord will give Tenant 24 hours (24 if not specified) notice of the date, time and reason for the visit. In emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there and for what purpose within 24 hours (24 if not specified) of the visit.
- (D) Landlord shall not be liable in any manner to Tenant by reason of such entry or performance of repairs, alterations and/or additions to the Premises, and the obligations of Tenant hereunder shall not be affected, absent grossly negligent or intentional actions or failures to act attributable to Landlord, or any person or entity engaged by or on behalf of Landlord to perform such work. Landlord agrees (except in the case of Tenant's default hereunder) that all repairs, alterations and additions (excepting only emergency work or work that must, in Landlord's judgment, be performed on an urgent basis) by Landlord shall be performed in a reasonable manner at reasonable times, subject to the limitations contained herein.
- (E) Following notice from either Party of intention to terminate or not renew this Lease, or failure of Tenant to exercise its option to renew this Lease, Landlord may commence efforts to market the Premises which may include placing a "For Rent" sign on or near the Premises. All of said signs shall be placed upon such part of the Premises as Landlord may elect, and may contain such information as Landlord shall require. Landlord or Landlord's representative may use lock boxes, and take pictures and video of the Premises. Prospective purchasers or tenants may inspect the Premises at such times as the parties may agree, so long as they are accompanied by Landlord or Landlord's representative.

18. INDEMNIFICATION

- (A) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Tenant shall indemnify Landlord, its partners, directors, officers, agents and employees from and against any and all losses, whether or not based on negligence, costs (including reasonable attorneys' fees), claims, damages, liabilities, suits, actions and causes of action, whether legal or equitable, sustained or arising by reason of Tenant's default in any of its obligations under this Lease, or of the fault or neglect of Tenant or of the failure of Tenant or any of its officers, agents, employees or invitees, to fulfill any duty toward the public or to Landlord under this Lease, or to any person or persons whomever, that Tenant, by reason of its occupancy or use of the Premises may owe.
- (B) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Landlord shall indemnify, defend and hold Tenant harmless from and against any and all third-party claims, suits and causes of action, whether legal or equitable, and costs (including reasonable attorneys' fees) sustained or arising by reason of the intentional or grossly negligent acts or omissions of Landlord, its employees, agents, licensees or contractors.
- (C) This Paragraph shall survive the expiration or earlier termination of this Lease with respect to any occurrence that occurs prior to the expiration or such earlier termination of the Term or exercised Renewal Term.

19. INSURANCE

- (A) Tenant, at Tenant's expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries to persons or property occurring on the Premises by reason of Tenant's use, occupancy or operation in and on the Premises. No later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that the Premises will be insured as of the Commencement Date set forth in Paragraph 3(A). Tenant shall maintain insurance coverage throughout the Term of this Lease, and any Renewal Term(s).
- (B) Such insurance shall include Landlord as an additional insured and shall require at least 30 days (30 if not specified) advance written notice of cancellation or nonrenewal be given to Landlord. Such insurance shall, at all times, provide coverage in an amount not less than \$1,000,000.00 (\$1,000,000.00 if not specified) in the aggregate. The policy or policies of Tenant's liability insurance shall provide that a covered loss will be paid notwithstanding any act or negligence of Landlord or Tenant, and for payment of claims on an occurrence basis.
- (C) Tenant agrees to keep its property located on the Premises insured, including all floor and wall coverings, and Tenant's trade fix-tures, equipment and other personal property from time-to-time situated on the Premises. The amount of coverage shall be such as determined by Tenant to adequately compensate Tenant for its loss, and if the proceeds of such insurance are not used for repair

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or replacement of the property so insured, or if this Lease is terminated following a casualty, the proceeds applicable to the lease-hold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

- (D) Landlord will notify Tenant of any recommendations made by Landlord's insurance carrier, as well as any codes or standards recommended by the National Fire Protection Association ("NFPA") which, in Landlord's sole but reasonable opinion, are relevant to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that no NFPA codes or standards are currently recommended and Lordlord is not aware of any imminent recommendations, unless set forth here: Tenant is responsible for maintenance and payment of Fire Alarm certification and Monitoring.
- (E) Tenant will comply with all reasonable recommendations made by Landlord's insurance carrier, Tenant's insurance carrier, or with NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or neglect to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premium that may be charged during the Term of this Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause any increase in the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance carried on the structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended coverage insurance premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums are increased. Landlord will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received concerning changes in rates.

20. DESTRUCTION OR DAMAGE

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

21. FORCE MAJEURE

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

22. CONDEMNATION/EMINENT DOMAIN

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





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

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

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

24. DEFAULT 385

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

25. NOTICE OF DEFAULT 406

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



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

26. WAIVER OF NOTICE

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

27. RIGHT TO CURE 423

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Tenant Initials:

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

28. ALTERNATIVE DISPUTE RESOLUTION

- (A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa.C.S.A. §7301, et seq., and other related laws of the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights to do so.
- (B) When submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the local court or local Federal district court or through such other agency as the parties may mutually agree. The parties agree to share all expenses of mediation equally.
- Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel" that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a neutral arbitrator, either party shall have the right to petition the local Court of Common Pleas to appoint a neutral arbitrator. In order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within a reasonable time following the unsuccessful mediation of their dispute. If the parties are unable to agree upon a location for arbitration, then the arbitration will be held at the local courthouse.

29. LANDLORD'S REMEDIES 448

- (A) CONFESSION OF JUDGMENT/EJECTMENT IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN AS AFORESAID, DURING THE LEASE TERM, AND ALSO WHEN AND AS SOON AS THE LEASE TERM HEREBY CREATED SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LANDLORD, TO CONFESS JUDG-MENT AND EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT WAR-RANT. WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS MAY ISSUE FORTHWITH, WITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POS-SESSION OF THE PREMISES REMAINS IN OR RESTORES TO TENANT, LANDLORD SHALL HAVE THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT AGAINST TEN-ANT IN THE MANNER AND FORM HEREIN AND BEFORE SET FORTH, TO RECOVER POSSESSION OF THE PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS LEASE NOR RECOVER-ING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT; NOR THE RESORTS TO ANY WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE, AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED HEREIN.
- AFFIDAVIT REQUIRED IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, SETTING FORTH THE FACTS NEC-ESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CON-CLUSIVE EVIDENCE; AND IF A TRUE COPY OF THIS LEASE IS FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.
- (C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or elsewhere from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.

Landlord Initials:

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

30. PAYMENT OF TENANT'S OBLIGATIONS BY LANDLORD

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

492 31. ABANDONMENT

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

32. HOLDING OVER

- (A) This Lease shall expire absolutely and without notice on the last day of the Term or any renewal thereof. If Tenant, with the prior written consent of Landlord, retains possession of the Premises or any part thereof after the termination of this Lease by expiration of the Term or otherwise, a month-to-month tenancy shall be deemed to exist. Tenant shall continue to pay all Rent, plus ordinary maintenance, taxes, insurance and all other charges due under this Lease. Such holdover tenancy may be terminated by Landlord or Tenant upon 60 _____ days (30 if not specified) written notice by either party to the other party.
- (B) If such holding over exists without Landlord's prior written consent, Tenant shall pay Landlord, as partial compensation for such unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention equal to 150 % (150 if not specified) of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit any rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, nor shall such unlawful retention create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect shall remain in effect.

33. PRESERVATION OF LANDLORD'S ENFORCEMENT RIGHTS

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

518 34. RECORDING

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

520 35. TENANT'S JOINT AND SEVERAL LIABILITY

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

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

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





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

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

539 37. TIME IS OF THE ESSENCE

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

541 38. CHOICE OF LAW

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

543 39. ATTORNEYS' FEES

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

547 40. CONSTRUCTION

- (A) In construing this Lease, the terms "Lease," "agreement" and "Agreement" shall be synonymous; the term "Lease" shall also include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and permitted assigns.
- (B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term "Tenant" shall be construed, wherever reasonable, to include Tenant's agents, employees, officers and assigns.

41. HEADINGS

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

557 42. SUCCESSORS AND ASSIGNS

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

43. BROKERS

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

44. LEASE INTERPRETATION; PRIOR REPRESENTATION

- (A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due to the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.
- (B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as and to the extent that such agreements and representations have been incorporated into this Lease.

45. SEVERABILITY

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

46. RIGHTS CUMULATIVE

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

584 47. EXECUTION AND COUNTERPARTS

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

588 48. ENTIRE AGREEMENT

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

593 49. AUTHORITY

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

5 Tenant Initials:

Landlord Initials:

GFL HB 01/12/19 7.36 PM EST 3:30 PM EST dotloop verified dotloop verified

596 597		1	and validly existing <u>Landlord</u> (nature of entity) under the laws of <u>Pennsylvania</u> (state), that Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to
598			enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.
599	(E		The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and
600			validly existing Retail Delicatessen (nature of entity) under the laws of Pennsylvania (state), that
601			Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter
602	50 N		into this Lease, and that each person signing on behalf of Tenant is authorized to do so.
603			FICES
604 605	(1	1)	Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express
606			carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address fur-
607			nished in writing by any of the foregoing:
608			TO TENANT:
609			
610			
611		-	TO LANDLORD:
612			
613	/17	٠.	
614	(E	3) .	Any change of address furnished by either party shall comply with the notice requirements of this Paragraph, and shall include a
615	51 0		complete outline of the current notice of addresses to be used for all parties, including electronic mail addresses.
616 617			The following are part of this Lease if checked:
618	(☐ Change of Lease Terms Addendum (PAR Form CLT)
619			☐ Floorplan of Premises
620			
621			
622	(E		Additional Terms:
623			Base rent of \$2,000 per month to begin March 1st, 2019. Tenant to be responsible for any and all alterations and improvements to the space,
624			outside of the installation of a new heating and air conditioning system. All Alterations, improvements, additions or fixtures, whether
625			installed before or after the execution of this lease shall remain upon the premises at the expiration or sooner determination of this lease,
626			and become the property of the landlord. Unless landlord shall, prior to the determination of this lease, have given written notice to tenant to
627			remove the same, in which invent the tenant will remove such alterations, improvements, and additions. and restore the premises to the same
628			good order and condition in which they are now. Should tenant fail to do so. land lord may do so, collecting at landlord's option, the cost and
629			expense thereof from tenant as additional rent.
630		;	Toward will not outlet angus to annoth a business with the latest and the second secon
631			Tenant will not sublet space to any other business or individual without prior written consent of the landlord. Any sublet will be without profi
632			to the tenant, and tenant will retain all responsibilities expressed in this lease.
633		;	Tenant is to replace exterior trash can barrier, and keep are clean of debris and pests. Tenant will keep trash receptacles sealed and clean.
635			remains to replace exterior train can partier, and weep are clean or depris and pesto. Tenant will keep train receptacies seated and clean.
636]	It is understood and agreed that the landlord does not warrant or undertake that the tenant shall be able to obtain a permit under any zoning
637			ordinance or regulation for such use as tenant intends to make of the said premises, and nothing in this lease contained shall obligate the
638			landlord to assist tenant in obtaining said permit; The tenant further agrees that in the event a permit can not be obtained by tenant, under any
639			zoning ordinance or regulation, this lease shall not terminate without landlord's consent and the tenant shall use the premises only in a manner
640]	permitted under such zoning ordinance or regulation.
641			
642		3	Tenant is to be responsible for snow and ice removal for exterior surrounding the unit. Tenant to contract reputable exterminating company
643		9	on a monthly basis to treat and maintain the leased premises.
644			Tenant to pay 14.59% of entire building's annual property taxes, insurance and fire monitoring fees.
645		2	Tenant is to pay for all utilities such as gas, electric, heat, water, and sewer rental. Gas, gas heat, sewer, water and electric for the store only.
646		-	
647		-	Tenant to be responsible for any and all fees to the borough of Conshohocken for trash removal and rental fees.
648		-	
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654		-	C DS
655	Tenant	t In	
			7;36 PM EST 3:30 PM EST dotloop verified dotloop verified

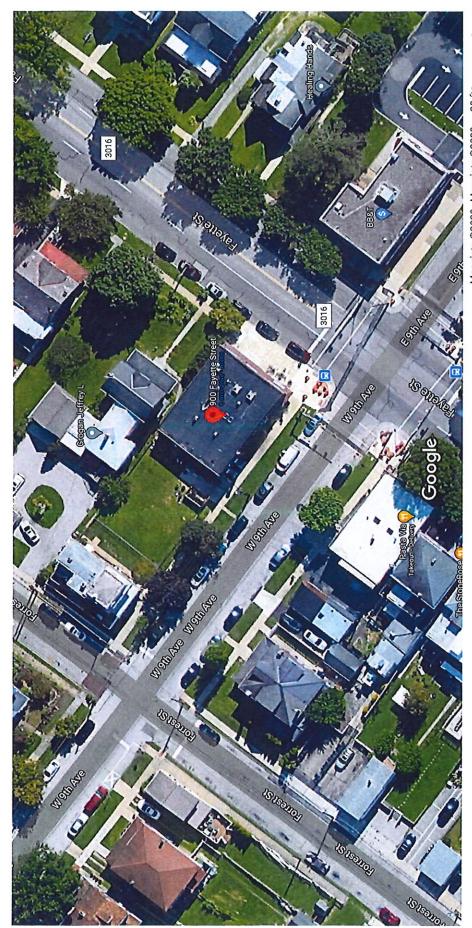
656	6 NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Land	llord is advised to consult an attorney.
657	7 Landlord and Tenant have negotiated the terms and conditions of this Lease, including any	and all addenda hereto, and have ini-
658	s tialed any and all changes made, and identify this Date	as the "Signing Date" of this Lease.
	DocuSigned by:	
659	9 TENANT/AUTHORIZED SIGNER (277)	DATE 1/12/2019 4:39 PM
660		
661	TENANT/AUTHORIZED SIGNER	DATE
662		
663	3 TENANT/AUTHORIZED SIGNER	DATE
664	4 Title	
665	5 TENANT/AUTHORIZED SIGNER	DATE_
666		
667		DATE
668	8 Title	
669	CO-SIGNER Title	DATE
670		
671	LANDLORD/AUTHORIZED SIGNER	DATE
672	² Title	
673	LANDLORD/AUTHORIZED SIGNER	DATE
674	Title	
675	LANDLORD TRANSFERS LEASE TO A NEW LAND	DLORD
676	As part of payment received by Landlord,	(current Landlord) now transfers to
677	(new landlord) his heirs and estate, this L	ease and the right to receive the Rents and
678	other benefits.	
679	CURRENT LANDLORD	DATE
680	Title	DATE
681	CURRENT LANDLORD	DATE
682	Title	
683	NEW LANDLORD 900 Figure LLD dottoop verified 01/12/19 7:36 PM EST GTDH-RSP3-7CFW-UGB	DATE 01/12/2019
684		
685	NEW LANDLORD Howard Barrett dollars 1930 PM EST SIS-MEHW-GOUT-LKAM	DATE 01/12/2019
686	Title	

OPERATING EXPENSE ADDENDUM TO COMMERCIAL LEASE

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

1	PRI	EMISES 900 Fayette Street, Conshohocken, PA 19428				
2	TEN	NANT ACG,LLC				
3	LAI	NDLORD 900 Fayette LLC				
4	1. I	In addition to the Rent as calculated in the Lease, Tenant will pay for the Operating Experience and remain of the Promises and assured to the Community of	ense(s) associa	ted with the	meration main	tenance
5	8	and repair of the Premises and common areas, if any, as set forth below. Any Operating	Expense(s) not	specifically	peranon, man	ont will be
6	t	the sole responsibility of Landlord.	expense(s) not	specifically	assigned to Ter	iant will be
7		P. 1)	n if not appoin	ind) of the to	-1 4 6	
8	I	Expenses included in Common Area Maintenance (CAM) expenses as defined in the Le	00 if not specifi	ied) of the to	ai cost. Any C	perating
9	a	and will not be charged as both a CAM expense and an Operating Expense.	ase will be gov	erned by Par	agraph /(B) of	the Lease
10	3. (Operating Expenses will be paid by Tenant and Landlord as follows:	T			
11	((A) Outdoor Maintenance	Landlord	Tenant	Included	
12			Pays	Pays	in CAM	
13		1. Landscape costs to maintain, replace and care for lawns, shrubs, trees, etc.	\square		. 🔲	
14		 Maintaining and repairing the exterior sprinkler system used for landscaping Cleaning and sweeping sidewalks 				
		O 11 - Paris orde 11 dates		\square		
15		4. Costs to repair, replace and maintain sidewalks and curbs	\square			
16		5. Cleaning and sweeping of parking lot(s)				
17		6. Costs to repair, replace and maintain the parking lot(s)				
18		7. Snow and ice removal		\square		
19		8. Costs to repair, replace and maintain exterior doors and awnings		\square		
20		9. Costs to repair, replace and maintain stormwater detention or retention facility				
21		10. Other: Costs to repair, replace and maintain exterior of unit		\square		
22		11. Other:				
23	()	B) Utilities			_	
24		 Trash disposal and recycling fees 		\square		
25		2. Indoor lighting costs, including electricity and bulb replacement				
26		3. Outdoor lighting costs, including electricity and bulb replacement				
27		4. Interior heating				
28		5. Interior cooling		\square		
29		6. Water costs, fees and inspections		\boxtimes		
30		7. Sewer costs, fees and inspections		\square		
11		8. Other: Phone, Internet, cable				
32		9. Other:				
13	((C) Service Contracts	Ц	Ш		
4	•	Pest extermination service contracts and costs			-	
15		Security services			님	
6		3. Janitorial services				
7		4. Other: Fire Alarm Certification and Monitoring				
8		5. Other:				
9	ſΓ	D) Insurance (See Paragraph 19 of Lease for further details)				
0	(1	Costs to insure building	_	_		
1		2. Fire protection	\square			
2			\sqcup	\square		
3		3. Flood protection				
4		4. Plate glass protection		\square		
E		5. Other:				
5	(P	o. other				
6	(E	s) Structure				
,		Actual and preventative maintenance and repairs to roof	\square			
8		Actual and preventative maintenance and repairs to building	\square			
9		3. Actual and preventative maintenance and repairs to mechanical system(s)				
J.		4. Other:				
l		5. Other: Tenant to maintain door way, windows and signage				
			-5	-		

53			Landlord	Tenant	Included
5-1		(F) Special Assessments	Pays	Pays	in CAM
55		 Water/Sewer Utility 			
56 57		3. Government		\square	
58		4. Snow and ice removal	Ø		
59		5. Parking lot repair and maintenance			
60					
61		6. Other: 7. Other:			
62	4.	DIDLING			
63		(A) For those Operating Expenses that are billed directly to Tenant by a service provi	der, it shall be the	responsibilit	y of Tenant to contact the
64		appropriate service provider(s) and make arrangements for said services. Tenant	agrees that Landlo	rd is not resp	onsible for providing
65		such services and/or utilities and will not be a guarantor for nayment			
66		(B) Any Operating Expenses that are billed to Tenant by Landlord will be paid upon	demand. Landlord	is required,	upon request, to submit to
67		renant an accounting statement which documents the actual cost of the Operating	Expenses charge	d to Tenant.	Tenant is hereby notified
68 69	5.	that Operating Expenses may fluctuate and are subject to modification based upo SPECIAL PROVISIONS:	n actual charges.		
70	٥.	bi ECIALI ROVISIONS.			
71		Tenant responsible for reimbursing landlord for 14.59% of annual property to	ves fire monitor	ring foot an	dingurance
72		14.59% fees will start as of 3/1/2019	ixes, fire inomino	ing rees an	u msurance.
73					
74		Tenant to maintain doorway, windows and signage on exterior of unit. Tenan	t will keep sidew	alks free of	ice, snow, and debris
75					,
76		-0			_
77					
78 79					,
80					
81					
82					
83					
84					
85					
86	All	other terms and conditions of the Commercial Lease remain unchanged and in	full force and ef	fect.	
87	NO	TICE REFORE SIGNING. If Towart out and load has been and			
	110	TICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant	or Landlord is a	dvised to co	onsult an attorney.
		David Street Live			
no.	Tries	DocuSigned by:			1/12/2010 4:20 pu =
88	1 151	NANT/AUTHORIZED SIGNER (L)		DATE	1/12/2019 4:39 PM ES
89		Title			
90	TE	NANT/AUTHORIZED SIGNER		DATE	
91		Title			
92	TE	NANT/AUTHORIZED SIGNER		DATE	
93		Title			
94	TE	NANT/AUTHORIZED SIGNER		DATE	
95		Title			-
96	CO-	-SIGNER		DATE	
97		Title			
98		SIGNER		DATE	
99		Title		PAIE	
100			verified 9 7:36 PM EST FUC-RSSD-52Z2	DATE	04/40/0040
101		Title	TUC-RSSD-52Z2	DATE	01/12/2019
		NDLORD/AUTHORIZED SIGNER Howard Barrett dolloop to 11/13/19	rerified	D. LTDE	01/12/2010
103		Title	5.50 PM	DATE_	01/12/2019



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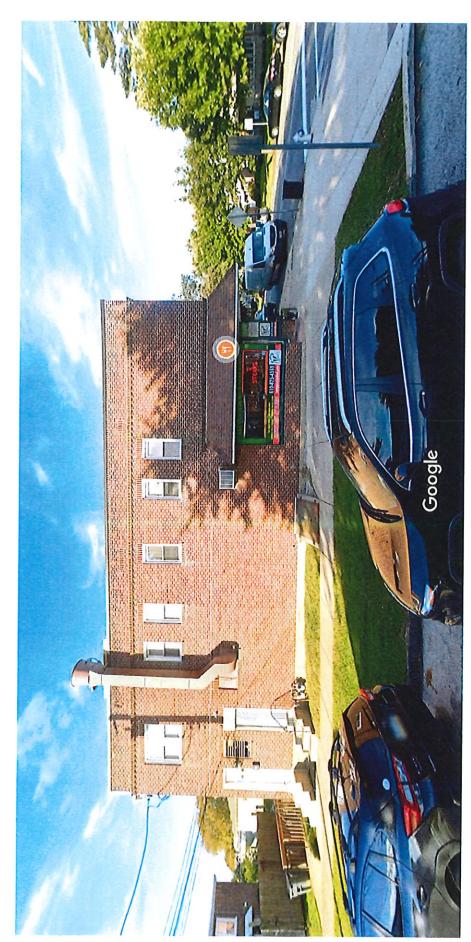
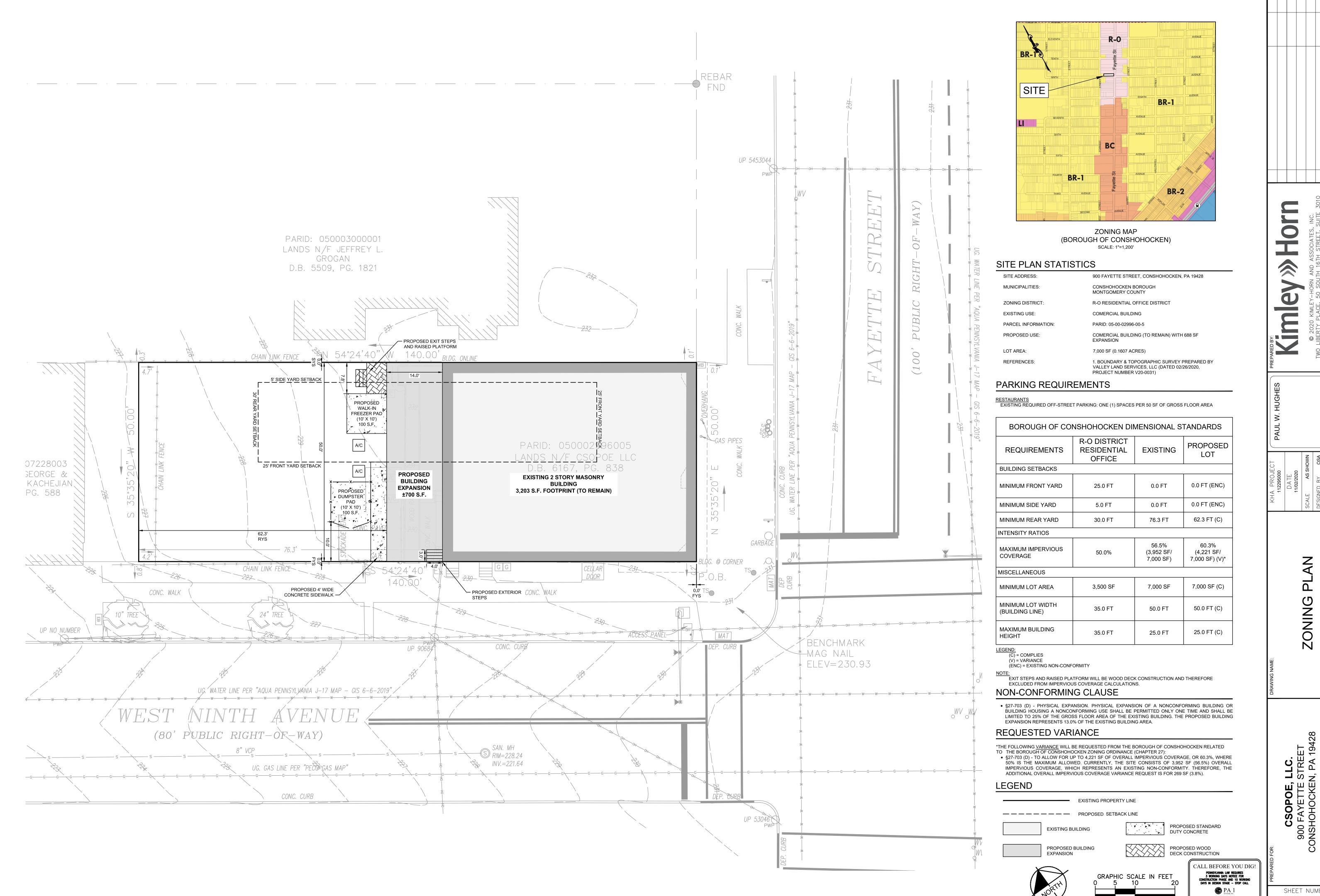


Image capture: Sep 2018 @ 2020 Google

Conshohocken, Pennsylvania

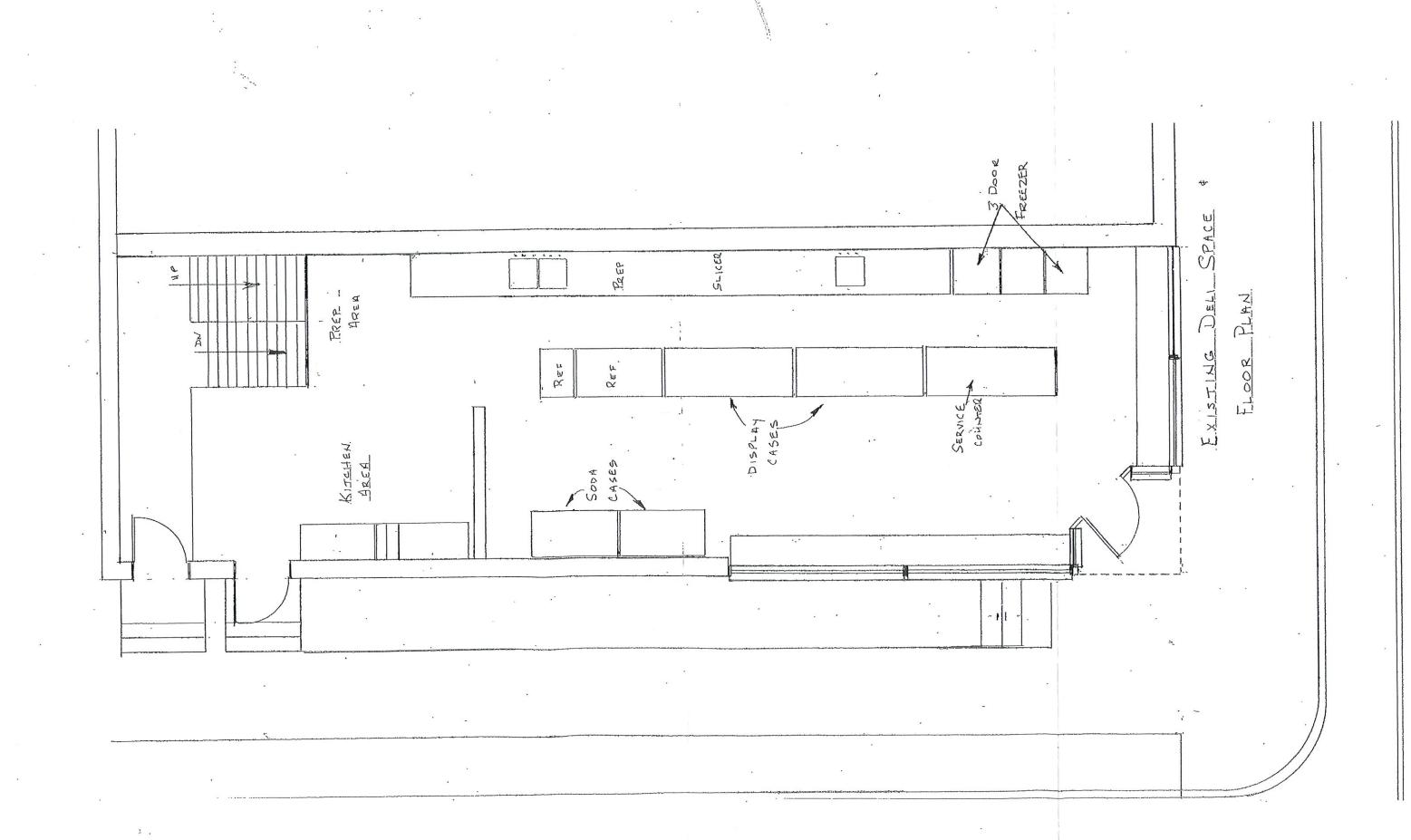
Google

Street View



SHEET NUMBER EX-100







Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING NOTICE DECEMBER 14, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

ZONING HEARING Z-2020-14

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on December 14, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of the Conshohocken Zoning Hearing Board 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:

Corson Street Acquisition, LP

721 Old State Road, Berwyn, PA 19312

PREMISES INVOLVED:

400 W. Elm St. Conshohocken, PA 19428

Specially Planned District 3

OWNER OF RECORD:

Corson Street Acquisition, LP

721 Old State Road, Berwyn, PA 19312

The Petitioner is requesting the following relief from the Borough Zoning Code: Section 27-1714.1.A, B, D, F, H, and K: a variance to permit development in the Floodplain Conservation District; Section 27-1608.6: requesting an interpretation of the Zoning Officer that the previously granted building bulk variance applies to the proposed development, or in alternate a new variance.

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



Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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.

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

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/972846509

You can also dial in using your phone. United States (Toll Free): 1 866 899 4679

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/972846509

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.



Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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

I/We
Request to be granted party status in Application: <u>Z-2020-14</u>
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 December 9th, 2020)

MAIL:

Borough of Conshohocken Attn: Bobbi Jo Myrsiades 400 Fayette St. – Suite 200 Conshohocken, PA 19428

E-MAIL:

zoning@conshohockenpa.gov

LOUIS J. COLAGRECO Lou@rrhc.com Extension 203



November 2, 2020

via Hand Delivery

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

Re: Corson Street Acquisition Limited Partnership – Conshohocken Borough

Zoning Variance Application

Dear Eric:

This firm represents Corson Street Acquisition Limited Partnership ("Applicant"), the owner of approximately 10.440 acres located southwest of West Elm Street, in the Borough of Conshohocken, having Parcel I.D. Nos. 05-00-00136-00-3, 05-00-00136-01-2, 05-00-00136-02-1, 05-00-02472-10-6, 05-00-02474-20-5, 05-00-02696-00-8, 05-00-11873-00-2, 05-00-11874-00-1, 49-00-06904-00-4, 49-00-06910-01-6, and 05-00-02704-00-9 ("Property"). The Property is located in the SP-3 Specially Planned District 3 of the Borough and is improved with a single-family residential dwelling. Approximately 8 acres of the Property are located in the Borough of Conshohocken, while the remaining approximately 2 acres are located in neighboring Plymouth Township.

As you may be aware, this property received a Conditional Use Approval for a 352-unit, multi-family project and associated flood plain disturbance on August 21, 2013. In addition, the ordinance, relative to flood plain disturbance, no longer provides for that disturbance by Conditional Use prompting our need for a variance. The proposed multi-family residential use is still permitted by conditional use within the SP-3 Specially Planned District 3 and we have filed that application under separate cover. Applicant requires variance relief from § 27-1714.1(A) (B),(D),(F), (H), and (K) to allow development within the 100-year floodplain boundary, including placement of fill associated with the relocation of the river trail, surface parking areas, and drive aisles along the southern and eastern edge of the Property.

Eric Johnson, Zoning Officer Conshohocken Borough November 2, 2020 Page 2

Enclosed for filing in connection with the Zoning Hearing Board Application for variance relief are the following materials:

- 1. Zoning Application Form and Addendum signed by Applicant;
- 2. Zoning Plan prepared by Bohler Engineers dated October 30, 2020;
- 3. Copies of the Deeds for the Property:
- 4. List of property owners within 500 feet of the Applicant's property and prestamped, pre-addressed envelopes for all identified landowners;
- 5. Check in the amount of \$250.00 made payable to Borough of Conshohocken, Application filing fee;
- 6. Check in the amount of \$750.00 made payable to Borough of Conshohocken, Escrow fee; and
- 7. An electronic copy of the application, plan and all supporting documentation will be supplied by Bohler Engineering.

Please forward the Application and enclosed documents to the Zoning Hearing Board for consideration. It is my understanding that the Zoning Hearing Board handles all applicable notice requirements including the publication, individual notice and posting of the property. If this is not the case, please advise at your earliest convenience.

As always, please feel free to contact us with any questions. Thank you for your attention to this matter.

Very truly yours,

Louis J. Colagrecofer LOUIS J. COLAGRECO, JR.

LJC, JR./kch Enclosures

cc: Bob Dwyer, (via email only, w/ encl.)
William Rearden, P.E. (via email only, w/encl.)
Lindsey Breylinger (via email only, w/encl.)
Alyson M. Zarro, Esquire (via email only, w/encl.)



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

Zoning Application

		Application:	
1.	Application is hereby made for:	Date Submitted:	
	Special Exception X Variance	Date Received:	
	Appeal of the decision of the zoning officer		
	Conditional Use approval Interpretation of the Zoning Ordinance		
	Other		
2.	Section of the Zoning Ordinance from which relief is requested:		
	§ 27-1714.1(A),(B),(D),(F),(H) and (K)		
 3. 4. 	Address of the property, which is the subject of the application: Southwestern side of West Elm Street, Parcel Nos. 05-00-00136-003, 05-00-00136-012, 05-00-00136-021 05-00-02472,-106, 05-00-02474-205, 05-00-11873-002, 05-00-11874-001, 05-00-02696-008, 49-00-06904-004 49-00-06910-016 and 05-00-02704-009 Applicant's Name: Corson Street Acquisition Limited Partnership		
1,	Address: _721 Old State Road, Berwyn, PA 19312		
	Phone Number (daytime): 610-996-6600		
	E-mail Address: bob@landtrustprop.com		
5.	Applicant is (check one): Legal Owner Equitable Owner; Tenant		
6.	Property Owner: Same as Applicant.		
	Address:		
	Phone Number:		
	E-mail Address:		
7.	972,62' (width) Lot Dimensions: 152.69' (depth) Zoning District:	SP-3	

8.	Has there been previous zoning relief requested in connection with this Property?		
	Yes No If yes, please describe.		
	Applicant received Conditional Use Approval for a nearly identical residential project, with necessary parking and grading within the Floodplain Conservation District, by Decision and Order dated August 21, 2013. Applicant also received a variance from the Zoning Hearing Board on July 8, 2014, to permit a building in excess of 300 feet in length as defined in the Code.		
9.	Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.		
	A portion of the Property is improved with a single-family detached dwelling which is currently vacant measuring approximately 25 feet by 40 feet. The remainder of the Property is vacant.		
•			
	· · · · · · · · · · · · · · · · · · ·		
10.	Please describe the proposed use of the property.		
	Applicant proposes to utilize the property for multifamily residential dwellings, with attendant parking.		
11.	Please describe proposal and improvements to the property in detail.		
	Applicant proposes to construct a multi-family project of 352 units, 134 feet in height which is similar to that which was previously approved by Borough Council on August 21, 2013. The proposal also includes access improvements to both the Cross County Trail (CCT) and Schuylkill River Trail (SRT), the relocation of portions of the SRT to an area closer to the river, additional parking for the public, open space, and other improvements and contributions.		

12.	Please describe the reasons the Applicant believes that the requested relief should be granted.
	See No. 13 below.
10	If a Marian as in heing requested places describe the following:
13.	If a <u>Variance</u> is being requested, please describe the following:
	a. The unique characteristics of the property: See attached Addendum.
	b. How the Zoning Ordinance unreasonably restricts development of the property:
	See attached Addendum.
	c. How the proposal is consistent with the character of the surrounding neighborhood. See attached Addendum.
	d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.

See attached Addendum.

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

	b. Please explain in detail the reasons why you disagree with the zoning officer's determination.
	N/A
15.	If the Applicant is requesting any other type of relief, please complete the following section.
	a. Type of relief that is being requested by the applicant.
	N/A
	b. Please indicate the section of the Zoning Ordinance related to the relief being requested.
	N/A
	c. Please describe in detail the reasons why the requested relief should be granted.
	N/A
)
16.	If the applicant is being represented by an attorney, please provide the following information.
	a. Attorney's Name: Louis J. Colagreco, Jr., Esquire
	b. Address: Riley Riper Hollin & Colagreco, 717 Constitution Drive, P.O. Box 1265, Exton, PA 19341
	c. Phone Number: 610-458-4400 Cell Number: 610.247.9671
	d. E-mail Address: lou@rrhc.com

I/we hereby certify that to the best of my knowledge, all of the above statements contained in this Zoning Application and any papers or plans submitted with this application to the Borough of Conshohocken are true and correct.
· · · · · · · · · · · · · · · · · · ·
Applicant
CORSON STREET Acquisition Limited Partivership
Legal Owner
10/30/20
Date
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY
As subscribed and sworn to before me this day of
As subscribed and sworn to before the this day of
Kathleen C. Hypta Notary Public
Inotary I dolle
(Seal) Commonwealth of Pennsylvania - Notary Seal KATHLEEN C HOPTA - Notary Public Chester-County My Commission Expires September 23, 2024 Commission Number 1375764



BOROUGH OF CONSHOHOCKEN 400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Decision

	(For Bo	orough Use Only)		
Application Granted MOTION:		application Denied		
CONDITIONS:				
BY ORDER OF THE Z	ONING HEARING	BOARD Yes	No	
DATE OF ORDER:	-			

Borough of Conshohocken Zoning Application Addendum to Zoning Application - Variances Corson Street Acquisition Limited Partnership November 2, 2020

Applicant is the owner of property located on the southwestern side of West Elm Street, having Parcel ID Numbers 05-00-00136-00-3, 05-00-00136-01-2, 05-00-00136-02-1, 05-00-02472-10-6, 05-00-02474-20-5, 05-00-02696-00-8, 05-00-11873-00-2, 05-00-11874-00-1, 05-00-02704-00-9, 49-00-06904-00-4, and 49-00-06910-01-6 ("Property"). Approximately 8 acres of the Property are located in the Borough of Conshohocken, while the remaining approximately 2 acres are located in neighboring Plymouth Township. Applicant is proposing to develop the Property with a multifamily building, 134 feet in height with 352 units and flood plain disturbance similar to that approved by Conditional Use on August 21, 2013. Applicant is also proposing to construct a 2-level parking garage with 189 spaces, along with surface parking with 248 spaces, for a total of 439 parking spaces. The existing Schuylkill River Trail (SRT) will be relocated from its current location along West Elm to a point closer to the river as originally envisioned. Applicant will be providing landscaping and stormwater management facilities attendant to the proposed development. The proposed multifamily residential use is permitted by conditional use within the SP-3 Specially Planned District 3. Applicant requests the following variance relief:

1. A variance from § 27-1714.1(A),(B),(D),(F),(H) and (K) to allow development within the 100-year floodplain boundary, including placement of fill associated with the relocation of the SRT, surface parking areas and drive aisles along the southern and eastern edge of the Property.

The Property is irregularly shaped and located approximately 165 feet from the bank of the Schuylkill River at its closest point. It is separated from the Schuylkill River by the SEPTA tracks and a steep slope along its southern border. The Property is also bisected by catenary lines running east and west and a major Aqua Water Easement running north and south. In addition, it is bordered by West Elm Street to the north, by Plymouth Creek to the east, and by Plymouth Township to the west. The Property is also located within the Floodplain Conservation District. These unique topographical and locational characteristics restrict the Applicant from developing the property in strict conformance with the provisions of the Zoning Ordinance. These characteristics create a hardship which makes the requested variances necessary in order to reasonably use and develop the property in accordance with the uses contemplated by the Zoning Ordinance for the SP-3 District, which includes multifamily residential use.

The Conshohocken Borough Zoning Hearing Board previously granted relief for a dimensional variance by way of a Decision and Order dated July 8, 2014, wherein the Chairman of the Board indicated that "given the topography of this particular site, the Property would be difficult to develop," and the majority of the Board determined that "granting the requested Variance is both prudent and appropriate in relieving an undue hardship upon the Applicant."

Any development of the Property will now require relief from the provisions of the Floodplain Conservation District due to the presence of a floodplain which meanders along the southern and eastern sides of the Property as a result of the proximity of Plymouth Creek and the Schuylkill River. A portion of the floodplain relief is needed to facilitate relocation of a portion of the current trail system. The unique elongated shape of the Property, the configuration of the lot and attendant setbacks requires at least some of the development to occur within the floodplain. The proposed floodplain disturbance is less than that associated with the previously proposed office which predates this ordinance and was previously approved by the Borough.

The Applicant did not create the hardship on the Property. The proposed development has been tailored to minimize the extent of the variance relief requested. The variance requested is minimal in nature and primarily dimensional in scope.

The proposed multifamily residential development is consistent with the surrounding multifamily residential uses in the form of condominiums and apartments. The Grande at Riverview is directly adjacent to the Property, and Matson Mills and 51 Washington are both nearby. The proposed use is consistent with the commercial and multifamily use in this area of the Borough.

LOUIS J. COLAGRECO Lou@rrhc.com Extension 203



November 23, 2020

via Hand Delivery and E-Mail

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

Re:

Corson Street Acquisition Limited Partnership - Conshohocken Borough

Zoning Variance Addendum to Application

Dear Eric:

Recall that on November 2, 2020, our office, on behalf of the captioned Applicant, filed a variance application with the Borough for property located in the SP-3 Specially Planned District 3 of the Borough. That variance pertained to floodplain relief.

Since the filing of that variance application, I believe that you have made the determination that the Applicant may also need variance relief from Section 27-1608.6 of the Zoning Code pertaining to "Building Bulk". You may recall that a building proposed on this same piece of property received variance relief from this zoning section back in July 2014 for an office building measuring 574 feet. Of course, the Applicant is proposing a different building configuration with this Application.

Please allow this correspondence to serve as both an appeal from your determination that variance relief is needed from the Building Bulk requirement as well as a request for variance relief in the alternative from the aforementioned Zoning Ordinance section.

While the proposed building has an out-to-out dimension (farthest distance from one point of the building to another) of 392, feet the building massing has been designed purposefully to provide a "break" in that dimension so as not to exceed the ordinance limitation of 300 feet.

The subject property is irregularly shaped and located approximately 165 feet from the bank of the Schuylkill River at its closest point. In the July 2014 Decision and Order of the Zoning Board regarding the "Building Bulk" variance, the Board indicated that the topography of this particular site made it difficult to develop pursuant to Ordinance requirements. If variance relief is necessary, we intend to present similar arguments to the Zoning Board. The Applicant did not create the hardship on the Property and the proposed development has been tailored to minimize Eric Johnson, Zoning Officer Conshohocken Borough November 23, 2020 Page 2

the extent of variance relief requested. The use, of course, is consistent with surrounding multifamily residential uses in the form of condominiums and apartments.

Enclosed with this correspondence is a plan prepared by Bohler Engineering, dated October 30, 2020, last revised November 23, 2020, depicting applicable dimensions for the proposed building.

Should you have any further questions on this Addendum, please do not hesitate to call me at 610.247.9671, or you may call the Project Manager, Bob Dwyer at (610) 996-6600.

Again, thank you for your consideration to this matter.

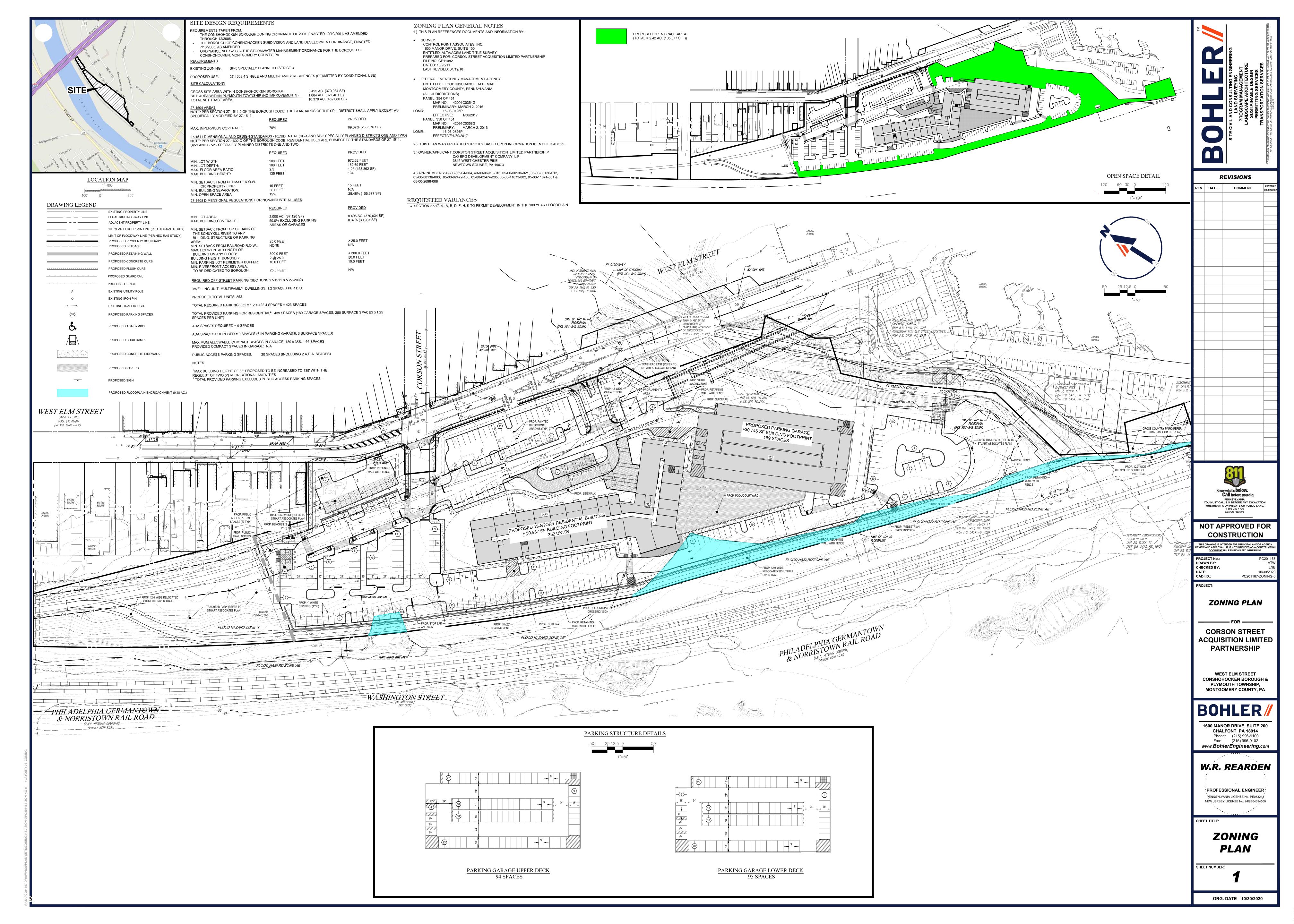
Very truly yours,

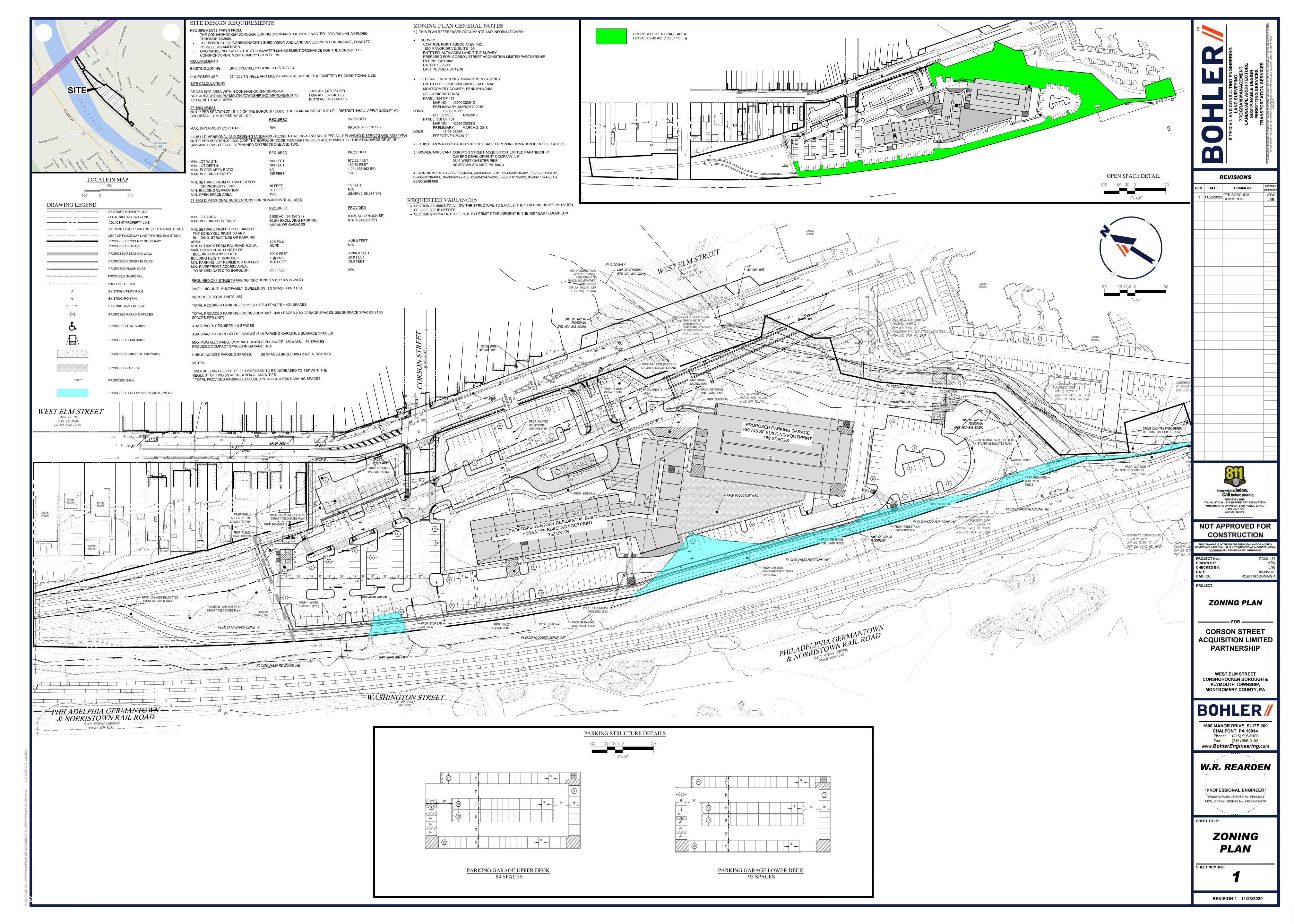
Louis J. Colagreco, Jr.

LOUIS J. COLAGRECO, JR.

LJC, JR./kch Enclosures

cc: Stephanie Cecco, Borough Manager (via email only, w/o encl.)
Bob Dwyer, (via email only, w/o encl.)
William Rearden, P.E. (via email only, w/o encl.)
Lindsey Breylinger (via email only, w/o encl.)
Alyson M. Zarro, Esquire (via email only, w/o encl.)







BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Yaniv Aronson

MAYOR

BOROUGH COUNCIL

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

Stephanie Cecco Borough Manager

MEMORANDUM

Date: November 24, 2020

To: Stephanie Cecco, Brittany Rogers

From: Eric P. Johnson, PE, Zoning Officer

Re: 400 West Elm Street - Zoning Determination

History of the Site:

400 W. Elm Street is a 10.4-acre property, consisting of 8.2 acres located in Conshohocken Borough and 1.2 acres located in Plymouth Township. The property is bounded by W. Elm Street to the north, Plymouth Creek to the east, and the SEPTA railway right-of-way to the south. The property is bisected by an Aqua water main easement, electric catenary lines, and a portion of the Schuylkill River Trail. The property is located in the SP-3 – Specially Planned Zoning District 3; and a portion of the site is located in the Floodplain Conservation District and Zone AE Special Flood Hazard Area as defined by the FEMA Flood Insurance Rate Map (FIRM).

In 2013, approval was granted for a proposed residential development on the property. In 2014, the proposed use of the property was change to an office building development; and the applicant was granted a variance from §27-1608.6 to permit building bulk grater the 300 feet subject to the applicant maintaining the proposed use in conformity with the information provided to the Zoning Hearing Board. In May of 2020, the applicant was granted an extension of the variance from §27-1608.6 until November 18, 2021.

Current Request:

The applicant is proposing a multifamily residential development consisting of a 13-story, 30,987 square-foot building containing 352 units, 2-story parking garage with 189 spaces, and 248 surface parking spaces. The applicant is also proposing to realign the Schuylkill River Trail to the southern edge of the property along with a public access parking lot and new trailhead. A portion of the proposed development, including the realigned Schuylkill River Trail, surface parking spaces, drive aisles, and the placement of fill are located within the limits of the Floodplain Conservation District.

The applicant is concurrently seeking Conditional Use approval from Borough Council to permit the proposed multifamily residential development.

The applicant is requesting variances from §27-1714.1.A, B, D, F, H, and K to permit a portion of the proposed development within the Floodplain Conservation District. The applicant is also seeking an interpretation from the Zoning Officer that the previously granted variance for building Bulk (§27-1608.6) applies to the proposed development, or in alternate a new variance.

Zoning Determination:

Development is permitted in the underlaying SP-3 zoning district; however construction of permanent structures, placement of fill, clearing of existing vegetation, roads, parking lots, stormwater management facilities, and related site improvements are generally prohibited in the Floodplain Conservation District because of the risk of inundation of flood waters. The irregular shape of the lot, terrain, location of the water main easement and catenary wires, and proximity to the Schuylkill River and Plymouth Creek make development of the site without encroaching at least partially into the Flood Conservation District difficult.

Part 17, Article F of the Borough Zoning Code outlines the procedures and conditions for granting relief from the strict application of the Flood Conservation District requirements if an exceptional hardship is imposed by the requirements. When seeking a variance for development within Zone AE, the applicant must demonstrate any construction, development, use, or activity, together with all other existing or anticipated development, will not increase the Base Flood Elevation more than one foot at any point. The applicant has submitted a Flood Study signed and sealed by a Professional Engineer indicating the proposed development, along with the soon to be constructed developments on adjoining properties, raises the Base Flood Elevation by less then 1-foot. After review of the Flood Study, additional technical supporting documentation has been requested from the applicant to supplement the Study; however, it is not anticipated the requested information will impact the findings of the Study. The applicant will be providing the requested documentation for review prior to the application being heard by the Zoning Hearing Board.

When considering the variance application, the Zoning Hearing Board should consult Code Section 27-1722; and if a variance is granted, the technical provisions outlined in Code Section 17, Article G should be attached to the approval.

Per §27-1608.6, the maximum building profile, as seen from end to end from any side or elevation, and measured perpendicular to such side or elevation, shall not exceed 300 linear feet in total horizontal length on any floor or floors. The proposed residential building has a bulk of 391.8 feet.

As previously stated, in 2014 the applicant was granted a variance to permit an office building with a building bulk of 574 feet subject to the applicant maintaining the proposed use in conformity with the information provided to the Zoning Hearing Board. The board may consider modifying the prior condition of variance approval to permit the change in use from office to residential; otherwise a new variance will be required.



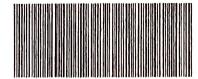


RECORDER OF DEEDS MONTGOMERY COUNTY Nancy J. Becker

One Montgomery Plaza Swede and Airy Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404 Office: (610) 278-3289 ~ Fax: (610) 278-3869 DEED BK 5942 PG 00418 to 00429.47

INSTRUMENT # : 2015004723

RECORDED DATE: 01/22/2015 11:07:27 AM



3162718-00169

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE Page 1 of 59						
Document Type:		Transaction #:	3156950 - 1 Doc(s)			
Document Date:	12/18/2014	Document Page Count:	11			
Reference Info:		Operator Id:	dkrasley			
RETURN TO: (Si		PAID BY:				
LandAmerica - Phi	lly	LANDAMERICA - PHILLY				
1700 Market St 21	st Floor					
Philadelphia, PA 19	9103					
* PROPERTY DAT	TA:					
Parcel ID #:	05-00-00136-01-2	05-00-00136-00-3	49-00-06910-01-6			
Address:	CORSON ST	CORSON ST	LIGHT ST			
	PA	PA	PA .			
Municipality:	Conshohocken Borough	Conshohocken Borough	Plymouth Township (0%)			
	(100%)	(0%)				
School District:	Colonial	Colonial	Colonial			
* ACCOCTATED D	OCHMENT/C).					

(100%)		(0%)	
School District: Colonial		Colonial	Colonial
* ASSOCIATED DOCUMENT(S):			
CONSIDERATION/SECURED AMT:	\$1.00	DEED BK 5942 PG 00418	to 00429.47
TAXABLE AMOUNT:	\$0.00	Recorded Date: 01/22/20	15 11:07:27 AM
FEES / TAXES:			
Recording Fee: Deed	\$95.00		
Affidavit Fee	\$1.50	I hereby CERTIFY t	hat Million Och Man
Additional Pages Fee	\$14.00	this document is	
Additional Parcels Fee	\$120.00	recorded in the	
Unique Muni Fee	\$5.50	Recorder of Deeds	
Affordable Housing Pages	\$28.00	Office in Montgome	
Affordable Housing Parcels	\$8.00	County, Pennsylvar	nia.
Total:	\$272.00		Nacy Backer
			//
			Nancy J. Becker
			Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Prepared by: Lauren M. Balsamo, Esquire Pepper Hamilton LLP 3000 Two Logan Square Eighteenth and Arch Streets Philadelphia, PA 19103-2799 (215) 981-4958

Record and Return to:

Commonwealth Land Title Insurance Company 1700 Market Street, Suite 2110 Philadelphia, PA 19103 Attention: Teresa Carlin (215) 446-0226 13045 769 (TC)

Tax Parcel Numbers: 05-00-00136-01-2

05-00-00136-00-3 49-00-06910-01-6 05-00-02472-10-6 05-00-02474-20-5 05-00-00136-02-1 49-00-06904-00-4 05-00-11874-00-1 05-00-11873-00-2

CONFIRMATORY DEED

BY

CORSON STREET ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership

CONFIRMATORY DEED

THIS CONFIRMATORY DEED is made this 16 day of December, 2014, between CORSON STREET ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("Grantor"), and CORSON STREET ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("Grantee"),

WITNESSETH:

THAT Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, well and truly paid by Grantee to Grantor, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, conveyed, and confirmed and by these presents do grant, bargain, sell, release, convey and confirm unto Grantee and Grantee's successors and assigns,

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate in Conshohocken Borough and Plymouth Township, Montgomery County, Commonwealth of Pennsylvania, as described on Exhibit A attached hereto and incorporated herein.

BEING the same premises set forth in the following Special Warranty Deeds: 1)

Special Warranty Deed by James J. Neve, Inc., a Pennsylvania corporation, to Corson Street

Acquisition Partnership, a Pennsylvania limited partnership ("Corson"), dated December 18,

2014 and recorded in the Office of the Recorder of Deeds in and for Montgomery County

Pennsylvania (the "Office"), in Deed Book 5942, page 16, page 16, page 17, 2014 and recorded in the aforesaid Office in Deed Book 5942, page 17, and 3) Special Warranty Deed by

Trustees of The James J. Neve 2006 Property Trust under Deed of Trust dated May 12, 2006 of James J. Neve to Corson, dated December 18, 2014 and recorded in the aforesaid Office in Deed Book 5941, page 2966.

The purpose of this Confirmatory Deed is to confirm that the premises conveyed by the above referenced Special Warranty Deeds is the same premises described in the legal description set forth on Exhibit A to this Confirmatory Deed.

TOGETHER WITH all and singular, the buildings, improvements, ways, streets, alleys, driveways, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in and to the same.

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

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

THIS IS A TRANSACTION EXEMPT FROM REALTY TRANSFER TAX PURSUANT TO 72 P.S. §8102-C.3(4).

[Signature page follows]

IN WITHESS WHEREOF, Gramor has susceed this Confirmatory Deed the day and year first above written.

CORSON STREET ACQUISITION LIMITED PARTNERSHIP , a Promoningmin

Sty Common Street Assignmenteen CP, LLC.

• Presing/forming (insteed liability company)

Sorry Shaward, Charman of the Board, You President and Associant Societary

The address of the country is

7% Committing Law From: Same 186 Variables FA 1866

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COMMONWEALTH OF PENNSYLVANIA:

:SS.

COUNTY OF PHILADELPHIA

On this, the day of December, 2014, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Barry Howard who acknowledged himself to be the Barry Howard, Chairman of the Board, Vice President and Assistant Secretary of Corson Street Acquisition GP, LLC. a Pennsylvania limited liability company, the sole general partner of CORSON STREET ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership and that as such officer and being authorized to do so, executed the foregoing instrument on behalf of such partnership for the purposes therein.

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

Notary Public

My Commission Expires:

COMMOINVEALTH OF PENNSYLVANIA

NOTARIAL SEAL JEFFREY'A GOTTWALD Notary Public

NORTHAMPTON TWP., BUCKS COUNTY By Commission Explica May 28, 2017

EXHIBIT A

TRACT 1

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN CONSHOHOCKEN BOROUGH AND PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA AS SHOWN ON A PLAN ENTITLED "ALTA/ACSM LAND TITLE SURVEY, CORSON STREET ACQUISITION LIMITED PARTNERSHIP, WEST ELM STREET, CORSON STREET AND LIGHT STREET, UNITS 5, 6 & 11, BLOCK 10; UNITS 6, 7, 8 & 9, BLOCK 11; UNIT 20, BLOCK 12; UNIT 43, BLOCK 24; AND UNIT 33, BLOCK 25, CONSHOHOCKEN BOROUGH AND PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED 9/28/2011, FILE NO. CP11082, DWG. NO. 1 THROUGH 3 OF 3, AS FOLLOWS:

BEGINNING AT A PIN AT THE INTERSECTION OF THE NORTHEASTERLY SIDE OF PHILADELPHIA GERMANTOWN AND NORRISTOWN RAILROAD (A.K.A. READING COMPANY, VARIABLE WIDTH RIGHT-OF-WAY), AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORSON STREET (50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

 ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORSON STREET, NORTH 56 DEGREES 42 MINUTES 58 SECONDS EAST, A DISTANCE OF 254.62 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN UNIT 6, BLOCK 10, LANDS NOW OR FORMERLY THE JAMES J. NEVE 2006 PROPERTY TRUST AND UNIT 10, BLOCK 10, LANDS NOW OR FORMERLY FERRAIOLI:

- SOUTH 56 DEGREES 54 MINUTES 25 SECONDS EAST, A DISTANCE OF 99.56 FEET TO A POINT, THENCE;
- 3. SOUTH 57 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 304.73 FEET TO A POINT, THENCE;
- 4. NORTH 11 DEGREES 41 MINUTES 50 SECONDS EAST, A DISTANCE OF 30.52 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WEST ELM STREET (A.K.A S.R. 3013, A.K.A. L.R. 46107, 50 FOOT WIDE RIGHT-OF-WAY), THENCE;
- 5. ALONG THE TITLE LINE AND SOUTHWESTERLY RIGHT-OF-WAY LINE OF WEST ELM STREET, SOUTH 52 DEGREES 57 MINUTES 09 SECONDS EAST, A DISTANCE OF 198.45 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN UNIT 7, BLOCK 11, LANDS NOW OR FORMERLY THE JAMES J. NEVE GRAT AND THE SARAH R. NEVE GRAT AND UNIT 3, BLOCK 11:

- SOUTH 09 DEGREES 13 MINUTES 33 SECONDS EAST, A DISTANCE OF 87.71 FEET TO A POINT, THENCE;
- 7. SOUTH 34 DEGREES 08 MINUTES 44 SECONDS EAST, A DISTANCE OF 24.45 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 7, BLOCK 11; UNIT 3, BLOCK 11; AND UNIT 4, BLOCK 11, LANDS NOW OR FORMERLY PHILADELPHIA SUBURBAN WATER COMPANY:

- 8. SOUTH 39 DEGREES 24 MINUTES 48 SECONDS WEST, A DISTANCE OF 60.55 FEET TO A POINT, THENCE;
- 9. SOUTH 20 DEGREES 53 MINUTES 17 SECONDS EAST, A DISTANCE OF 63.70 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN UNIT 7, BLOCK 11 AND UNIT 3, BLOCK 11:

- 10. SOUTH 27 DEGREES 50 MINUTES 09 SECONDS EAST, A DISTANCE OF 190.30 FEET TO A POINT, THENCE;
- 11. SOUTH 10 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 143.98 FEET TO A POINT, THENCE;
- 12. SOUTH 35 DEGREES 15 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.52 FEET TO A POINT, THENCE;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN UNIT 20, BLOCK 12 AND UNIT 3, BLOCK 11:

- 13. NORTH 48 DEGREES 26 MINUTES 20 SECONDS EAST, A DISTANCE OF 48.76 FEET TO A DISK, THENCE;
- 14. SOUTH 51 DEGREES 24 MINUTES 16 SECONDS EAST, A DISTANCE OF 101.00 FEET TO A DISK, THENCE;
- 15. SOUTH 38 DEGREES 01 MINUTES 00 SECONDS WEST, A DISTANCE OF 71.68 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PHILADELPHIA GERMANTOWN AND NORRISTOWN RAILROAD, THENCE;

THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE PHILADELPHIA GERMANTOWN AND NORRISTOWN RAILROAD:

- NORTH 38 DEGREES 01 MINUTES 05 SECONDS WEST, A DISTANCE OF 21.69 FEET TO A POINT OF CURVATURE, THENCE;
- 17. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 667.70 FEET, A CENTRAL ANGLE OF 14 DEGREES 04 MINUTES 39 SECONDS, AN ARC LENGTH OF 164.05 FEET, A CHORD BEARING NORTH 41 DEGREES 29 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 163.64 FEET TO A POINT, THENCE;
- NORTH 51 DEGREES 20 MINUTES 46 SECONDS WEST, A DISTANCE OF 310.59 FEET TO A POINT, THENCE;

- 19. NORTH 48 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 371.90 FEET TO A POINT, THENCE;
- 20. NORTH 50 DEGREES 40 MINUTES 54 SECONDS WEST, A DISTANCE OF 77.23 FEET TO A POINT, THENCE;
- 21. NORTH 43 DEGREES 08 MINUTES 31 SECONDS WEST, A DISTANCE OF 195.02 FEET TO A POINT OF CURVATURE, THENCE;
- 22. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 4518.75 FEET, A CENTRAL ANGLE OF 01 DEGREES 43 MINUTES 12 SECONDS, AN ARC LENGTH OF 135.66 FEET, A CHORD BEARING NORTH 40 DEGREES 53 MINUTES 11 SECONDS WEST AND A CHORD DISTANCE OF 135.65 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 291,275 SQUARE FEET OR 6.687 ACRES

TOGETHER WITH the appurtenant easement rights as set forth in Agreement between Philadelphia Electric Company and James J. Neve and Sarah R. Neve, dated February 19, 1990, and recorded in Deed Book 4955 page 1216.

TRACT 2

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN CONSHOHOCKEN BOROUGH AND PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA AS SHOWN ON A PLAN ENTITLED "ALTA/ACSM LAND TITLE SURVEY, CORSON STREET ACQUISITION LIMITED PARTNERSHIP, WEST ELM STREET, CORSON STREET AND LIGHT STREET, UNITS 5, 6 & 11, BLOCK 10; UNITS 6, 7, 8 & 9, BLOCK 11; UNIT 20, BLOCK 12; UNIT 43, BLOCK 24; AND UNIT 33, BLOCK 25, CONSHOHOCKEN BOROUGH AND PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED 9/28/2011, FILE NO. CP11082, DWG. NO. 1 THROUGH 3 OF 3, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE PHILADELPHIA GERMANTOWN AND NORRISTOWN RAILROAD (A.K.A. READING COMPANY, VARIABLE WIDTH RIGHT-OF-WAY), WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF LIGHT STREET (50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

 ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LIGHT STREET, NORTH 56 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 85.58 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN UNIT 33, BLOCK 25, LANDS NOW OR FORMERLY JAMES J. & SARAH R. NEVE, AND UNIT 28, BLOCK 25, LANDS NOW OR FORMERLY RAKOWSKI:

2. SOUTH 47 DEGREES 35 MINUTES 26 SECONDS EAST, A DISTANCE OF 270.83 FEET TO A POINT, THENCE;

3. NORTH 56 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 1.30 FEET TO A POINT, THENCE;

- 4. ALONG THE DIVIDING LINE BETWEEN UNIT 33, BLOCK 25 AND UNIT 19, BLOCK 25, LANDS NOW OR FORMERLY GALANTI, SOUTH 39 DEGREES 33 MINUTES 31 SECONDS EAST, A DISTANCE OF 20.12 FEET TO A POINT, THENCE;
- 5. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 33, BLOCK 25; UNIT 5, BLOCK 10; UNIT 18, BLOCK 25, LANDS NOW OR FORMERLY HIPWELL; UNIT 1, BLOCK 10, LANDS NOW OR FORMERLY ZYDZIK; UNIT 2, BLOCK 10, LANDS NOW OR FORMERLY WALKER; UNIT 3, BLOCK 10, LANDS NOW OR FORMERLY CARLIN; AND UNIT 4, BLOCK 10, LANDS NOW OR FORMERLY FUGO, SOUTH 50 DEGREES 12 MINUTES 43 SECONDS EAST, A DISTANCE OF 167.25 FEET TO A POINT, THENCE;
- ALONG THE DIVIDING LINE BETWEEN UNIT 5, BLOCK 10 AND UNIT 4, BLOCK 10, NORTH 56 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 8.40 FEET TO A POINT, THENCE;
- 7. ALONG THE DIVIDING LINE BETWEEN UNIT 5, BLOCK 10 AND UNIT 8, BLOCK 10, LANDS NOW OR FORMERLY LESZCZYNSKI, ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE LEFT HAVING A RADIUS OF 2823.27 FEET, A CENTRAL ANGLE OF 03 DEGREES 30 MINUTES 50 SECONDS, AN ARC LENGTH OF 173.15 FEET, A CHORD BEARING SOUTH 55 DEGREES 43 MINUTES 02 SECONDS EAST AND A CHORD DISTANCE OF 173.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF CORSON STREET (50 FOOT WIDE RIGHT-OF-WAY), THENCE;
- 8. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORSON STREET, SOUTH 56 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 256.17 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PHILADELPHIA GERMANTOWN AND NORRISTOWN RAILROAD, THENCE;
- 9. ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PHILADELPHIA GERMANTOWN AND NORRISTOWN RAILROAD, ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 4520.75 FEET, A CENTRAL ANGLE OF 07 DEGREES 38 MINUTES 48 SECONDS, AN ARC LENGTH OF 603.34 FEET, A CHORD BEARING NORTH 35 DEGREES 28 MINUTES 11 SECONDS WEST AND A CHORD DISTANCE OF 602.89 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 99,545 SQUARE FEET OR 2.285 ACRES

TRACT 3

ALL THAT CERTAIN LOT OR PIECE OF GROUND SITUATE IN CONSHOHOCKEN BOROUGH AND PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA AS SHOWN ON A PLAN ENTITLED "ALTA/ACSM LAND TITLE SURVEY, CORSON STREET ACQUISITION LIMITED PARTNERSHIP, WEST ELM STREET, CORSON STREET AND LIGHT STREET, UNITS 5, 6 & 11, BLOCK 10; UNITS 6, 7, 8 & 9, BLOCK 11; UNIT 20, BLOCK 12; UNIT 43, BLOCK 24; AND UNIT 33, BLOCK 25, CONSHOHOCKEN BOROUGH AND PLYMOUTH TOWNSHIP, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA", PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED 9/28/2011, FILE NO. CP11082, DWG. NO. 1 THROUGH 3 OF 3, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE PHILADELPHIA GERMANTOWN AND NORRISTOWN RAILROAD (A.K.A. READING COMPANY, VARIABLE WIDTH RIGHT-OF-WAY), AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LIGHT STREET (50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE PHILADELPHIA GERMANTOWN AND NORRISTOWN RAILROAD:

- NORTH 31 DEGREES 31 MINUTES 25 SECONDS WEST, A DISTANCE OF 266.58 FEET TO A POINT OF CURVATURE, THENCE;
- 2. ALONG THE ARC OF A NON-TANGENT CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 4521.00 FEET, A CENTRAL ANGLE OF 00 DEGREES 49 MINUTES 45 SECONDS, AN ARC LENGTH OF 65.42 FEET, A CHORD BEARING NORTH 31 DEGREES 06 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 65.42 FEET TO A POINT, THENCE;
- 3. ALONG THE DIVIDING LINE BETWEEN UNIT 43, BLOCK 24, LANDS NOW OR FORMERLY THE JAMES J. NEVE 2006 PROPERTY TRUST AND LANDS NOW OR FORMERLY L1 ACQUISITION CORPORATION D/B/A UPPER MERION PLYMOUTH RAILROAD, NORTH 46 DEGREES 34 MINUTES 35 SECONDS EAST, A DISTANCE OF 75.65 FEET TO A POINT, THENCE;
- 4. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 43, BLOCK 24, LANDS NOW OR FORMERLY JAMES J. & SARAH R. NEVE; UNIT 35, BLOCK 24, LANDS NOW OR FORMERLY JAWORSKI; AND UNIT 32, BLOCK 24, LANDS NOW OR FORMERLY DUNACUSKY, SOUTH 31 DEGREES 45 MINUTES 59 SECONDS EAST, A DISTANCE OF 44.86 FEET TO A POINT, THENCE;
- 5. ALONG THE COMMON DIVIDING LINE BETWEEN UNIT 43, BLOCK 24; UNIT 32, BLOCK 24; UNIT 28, BLOCK 24, LANDS NOW OR FORMERLY MCILHENNY; AND UNIT 26, BLOCK 24, LANDS NOW OR FORMERLY SCHLACK & RAKESH, SOUTH 36 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 200.54 FEET TO A POINT, THENCE;
- ALONG THE DIVIDING LINE BETWEEN UNIT 43, BLOCK 24 AND UNIT 26, BLOCK 24, NORTH 56 DEGREES 43 MINUTES 01 SECONDS EAST, A DISTANCE OF 6.20 FEET TO A POINT, THENCE;
- 7. ALONG THE DIVIDING LINE BETWEEN UNIT 43, BLOCK 24 AND UNIT 26, BLOCK 24, LANDS NOW OR FORMERLY OWSIANY, SOUTH 33 DEGREES 16 MINUTES 59 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LIGHT STREET, THENCE;
- 8. ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LIGHT STREET, SOUTH 56 DEGREES 43 MINUTES 01 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 29,253 SQUARE FEET OR 0.672 ACRES



Bureau of Individual Taxes PO BOX 280603 Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Pald	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiri	es ma	y be directe	ed to the following	person:		
Name				Telephone Num	ber:	
Barry Howard, Chairman, CORSON STR	EET A	CQUISITION I	LIMITED PARTNERS	HIP	_	
Mailing Address			City		State	ZIP Code
770 TOWNSHIP LINE ROAD, SUITE 150)		YARDLEY		PA	19067
B. TRANSFER DATA			C. Date of Accept	ance of Docume	ent	
Grantor(s)/Lessor(s)			Grantee(s)/Lessee(s)		יידרף ח	ADTNEDELID
CORSON STREET ACQUISITION LIMIT	ED PA	RTNERSHIP	CORSON STREET	ACQUISITION LIN	ILEDA	AKTNEKSHIP
Malling Address			Mailing Address		50	
770 TOWNSHIP LINE ROAD, SUITE 150			770 TOWNSHIP LIN	E ROAD, SUITE 1		ZIP Code
City	State	ZIP Code	City		State	19067
YARDLEY	PA	19067	YARDLEY		PA	19067
D. REAL ESTATE LOCATION						
Street Address			City, Township, Borough	DODOLLOU DI VI	OUTU	TOWNELLE
WEST ELM STREET			CONSHOHOCKEN		HUUIH	TOWNSHIP
County		District		Tax Parcel Number		
MONTGOMERY	Colo			See attached page		— —
E. VALUATION DATA - WAS TRA			OF AN ASSIGNME			Z L Y M N
1. Actual Cash Consideration		er Consideration		3. Total Consideration	1	
\$ 1.00	+0.0			= \$ 1.00		
4. County Assessed Value		imon Level Ratio	Factor	6. Fair Market Value		
See attached page	X 1.7	74		= See attached page		
F. EXEMPTION DATA						
1a. Amount of Exemption Claimed 由 118, 354.80		centage of Granto 0%	or's Interest in Real Estate	1c. Percentage of Gra 100%	antor's In	terest Conveyed
Check Appropriate Box Belov	v for	Exemption	Claimed.			
☐ Will or intestate succession.						
_		•	Name of Decedent)		Estate Fi	le Number)
☐ Transfer to a trust. (Attach comp	olete c	opy of trust a	greement identifying	all beneficiaries.)		
Transfer from a trust. Date of tro If trust was amended attach a c	ensfer	into the trust original and a	mended trust.			
☐ Transfer between principal and a	gent/s	straw party. (A	Attach complete copy	of agency/straw	party ag	greement.)
Taracters to the semmenwealth	the II	S and instru	mentalities by gift, de	edication, condem	nation o	or in lieu of con
demnation. (If condemnation or	in lieu	or condemna	ition, attach copy of	resolution.)		
☐ Transfer from mortgagor to a ho						
Corrective or confirmatory deed	() () () () () () () () () ()					
☐ Statutory corporate consolidatio	n, mer	ger or division	n. (Attach copy of art	ticles.)		
Other (Please explain exemption	claim	ed.)			-	
1						
			the statement include	ling accompanyin	a inform	nation, and to
Under penalties of law, I declare that the best of my knowledge and belief,	I have	e examined ti	nis statement, includ nd complete.	ing accompanyin	y intori	nation, and to
Signature of Correspondent or Responsible Party	, , , , ,	45/ 55/1601 4			Date	1 1
Significate of Costs Special of Nestpondial Party					12	118/14

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

Attachment to Realty Transfer Tax Statement of Value

Grantor:

Corson Street Acquisition Limited Partnership Corson Street Acquisition Limited Partnership

Grantee:

D. Real Estate Location, Tax Parcel Number

Tax Parcel Number	Street/Site Address
05-00-00136-01-2	Corson Street
05-00-00136-00-3	Corson Street
49-00-06910-01-6	Light Street
05-00-02472-10-6	W. Elm Street
05-00-02474-20-5	W. Elm Street
05-00-00136-02-1	Corson Street
49-00-06904-00-4	Light Street
05-00-11874-00-1	Washington Street
05-00-11873-00-2	Washington Street

E. Valuation Data

Tax Parcel Number	Assessed Value	Common Level Ratio Factor	Fair Market Value
05-00-00136-01-2	\$5,140.00	1.74	\$8,943.60
05-00-00136-00-3	14,900.00	1.74	\$25,926.00
49-00-06910-01-6	2,440.00	1.74	4,245.60
05-00-02472-10-6	4,000.00	1.74	6,960.00
05-00-02474-20-5	2,200.00	1.74	3,828.00
05-00-00136-02-1	20,010.00	1.74	34,817.40
49-00-06904-00-4	3,200	1.74	5,568.00
05-00-11874-00-1	13,370.00	1.74	23,263.80
05-00-11873-00-2	2,760.00	1.74	4,802.40
		Total	<u>\$118,354.80</u>





RECORDER OF DEEDS MONTGOMERY COUNTY Jeanne Sorg

One Montgomery Plaza Swede and Airy Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404

Office: (610) 278-3289 ~ Fax: (610) 278-3869

Deed

06/20/2018

DEED BK 6095 PG 01736 to 01741

INSTRUMENT # : 2018041797

RECORDED DATE: 06/26/2018 12:26:10 PM



MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

4036544 - 1 Doc(s) Transaction #:

Document Page Count: Operator Id:

5 ebossard Page 1 of 6

Reference Info:

RETURN TO: (Simplifile)

Land Services USA

Document Type:

Document Date:

1835 Market St., Suite 420 Philadelphia, PA 19103

(215) 563-5468

PAID BY:

LAND SERVICES USA

* PROPERTY DATA:

Parcel ID #: Address:

05-00-02704-00-9 432 W FLM ST

Municipality:

Conshohocken Borough

(100%)

School District:

FEES / TAXES:

Colonial

* ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT: \$400,000.00

TAXABLE AMOUNT:

\$400,000.00

Recording Fee: Deed Additional Pages Fee

\$86.75 \$2.00 \$2.00

Affordable Housing Pages State RTT

\$4,000.00

Conshohocken Borough RTT Colonial School District RTT

\$2,000.00

Total:

\$2,000.00 \$8,090.75

DEED BK 6095 PG 01736 to 01741

Recorded Date: 06/26/2018 12:26:10 PM

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



Jeanne Sorg Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Andrew J. Brookman, Esq. 3843 West Chester Pike Newtown Square, PA 19073

When Recorded, Return To:

Andrew J. Brookman, Esq. BPG Development Company, L.P. 3843 West Chester Pike Newtown Square, PA 19073 MONTGOMERY COUNTY COMMISSIONERS REGISTRY 05-00-02704-00-9 CONSHOHOCKEN BOROUGH 432 W ELM ST

LESZCZYNSKI WALTER & JOSEPHINE B 010 L U 008 1101 06/26/2018 \$15.00 JG

Tax Map No.: 05-00-02704-00-9

SPECIAL WARRANTY DEED

THIS INDENTURE is made the 2018 day of June, 2018 between Walter J. Leszczynski and Josephine M. Leszczynski, his wife (hereinafter called the Grantor),

and

Corson Street Acquisition Limited Partnership, a Pennsylvania limited partnership (hereinafter called the Grantee), of the other part.

WITNESSETH, that the Grantor, for and in consideration of the sum of Four Hundred Thousand Dollars (\$400,000.00) lawful money of the United States of America, unto it well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the Grantee, its successors and assigns, as partnership property for the uses and purposes of said partnership:

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

BEING the same premises which Rose Cicchetti and Joseph Cicchetti conveyed to Grantor by Deed dated June 7, 1968 and recorded on June 20, 1968 in the Office of Recorder of Deeds for Montgomery County at Book 3513, Page 21.

UNDER AND SUBJECT to all conditions, easements, rights of way, agreements, covenants, liens, reservations, exceptions, restrictions and other encumbrances of record, to the extent still valid, subsisting and enforceable.

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

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

UNDER AND SUBJECT, as aforesaid.

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

[Signatures appear on the following page]

IN WITNESS WHEREOF the Grantor has caused these presents to be duly executed dated the day and year first above written.

Walter J. Leszczynski

Josephine M. Leszczynski

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF MONTGOMELY

On this, the 20 day of 500 day, 2018, before me, the undersigned officer, personally appeared Walter J. Leszczynski and Josephine M Leszczynski, his wife known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL Mark Chalphin, Notary Public Norristown Boro, Montgomery County My commission expires May 26, 2020

Certification of Address

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

3843 West Chester Pike Newtown Square, PA 19073

Attorney or Agent on behalf of the Grantee



EXHIBIT "A"

ALL THAT parcel of land situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a point marked by an iron pin where the Southerly line of land now or formerly of John Fugo meets the Westerly line of New Elm Street, said beginning point being the distance of one hundred sixty feet measured North nineteen degrees thirty minutes West along the Westerly line of Old Elm Street from the Northerly line of Corson Street fifty feet wide.

EXTENDING from said beginning point the five following courses and distances the first two thereof being along lines of said New Elm Street: (1) South nineteen degrees thirty minutes East seventy-eight and forty-one one-hundredths feet (2) South thirty-nine degrees ten minutes East eighty-six and sixty-six one hundredths feet to an iron pin on said Northerly line of Corson Street; (3) South seventy degrees thirty minutes West along said Northerly line of Corson Street, passing through the Southerly extremity of said Westerly line of Old Elm Street at twenty-nine and sixteen one-hundredths feet from the beginning of the course being described the distance of forty-eight feet to an iron pin; (4) Northwestwardly by remaining land of the Pennsylvania Railroad Company on a curve to the right having a radius of two-thousand eight-hundred twenty-three and twenty-seven one-hundredths feet the chord of which bears North forty-one degrees fifty-six minutes West for a length of one hundred seventythree feet and ten one-hundredths of a foot the arc distance of one-hundred seventy-three feet and twentyeight one-hundredths of a foot to an iron pin in said Southerly line of land now or formerly of John Fugo; and (5) North seventy degrees thirty minutes East by said last mentioned land eighty-four and ninety onehundredths feet to the place of beginning.

CONTAINING 9,488.72 square feet, more or less.

BEING known as 432 West Elm Street.

BEING Tax Parcel #05-00-02704-00-9.





RECORDER OF DEEDS MONTGOMERY COUNTY Nancy J. Becker

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

DEED BK 5943 PG 02870 to 02875.1

INSTRUMENT # : 2015009258

RECORDED DATE: 02/11/2015 11:00:59 AM



3168971-00142

MONTGOMERY COUNTY ROD

	MONT GOMENT COOK IT NOD
OFFICIAL RECO	ORDING COVER PAGE Page 1 of 7
Document Type: Deed	Transaction #: 3164938 - 2 Doc(s)
Document Date: 02/04/2015	Document Page Count: 5
Reference Info:	Operator Id: dkrasley
RETURN TO: (Simplifile)	PAID BY:
LandAmerica - Philly	LANDAMERICA - PHILLY
1700 Market St 21st Floor	

Philadelphia, PA 19103 * PROPERTY DATA:

Parcel ID #:

05-00-02696-00-8

Address:

400 W ELM ST

PA

Municipality:

Conshohocken Borough

(100%)

School District:

Colonial

* ASSOCIATED DOCUMENT(S):

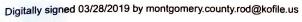
1.4.			
CONSIDERATION/SECURED AMT:	\$450,000.00	DEED BK 5943 PG 02870 to 02	2875.1
TAXABLE AMOUNT:	\$450,000.00	Recorded Date: 02/11/2015 1	1:00:59 AM
FEES / TAXES:			
Recording Fee: Deed	\$95.00		THE PROPERTY OF THE PARTY OF TH
Affidavit Fee	\$ 1. 50	I hereby CERTIFY that	WINDEN'S OF THE
Additional Pages Fee	\$2.00	this document is	
Affordable Housing Pages	\$4.00	recorded in the	
State RTT	\$4,500.00	Recorder of Deeds	1
Conshohocken Borough RTT	\$2,250.00	Office in Montgomery	THE CONCOUNTING
Colonial School District RTT	\$2,250.00	County, Pennsylvania.	WALL THE WALLE WAL
Total:	\$9,102.50		1000
10000	\$5,102.50		Now Kracker
			1007

Nancy J. Becker Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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



Prepared by: Lauren M. Balsamo, Esquire Pepper Hamilton LLP 3000 Two Logan Square Eighteenth and Arch Streets Philadelphia, PA 19103-2799 (215) 981-4958

MONTGOMERY COUNTY COMMISSIONERS REGISTRY 05-00-02696-00-8 CONSHOHOCKEN BOROUGH 400 W ELM ST FERRAIOLI ADAM F \$15.00 B 010 L U 010 4260 02/11/2015 JU

Record and Return to:

Commonwealth Land Title Insurance Company 1700 Market Street, Suite 2110 Philadelphia, PA 19103 Attention: Teresa Carlin (215) 446-0226

Tax Parcel Number: 05-00-02696-00-8

SPECIAL WARRANTY DEED

BY

ADAM F. FERRAIOLI, Grantor

TO

CORSON STREET ACQUISITION LIMITED PARTNERSHIP, a Pennsylvania limited partnership, Grantee



SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 4th day of February 2015, Efficience between ADAM F. FERRAIOLI, ("Grantor"), and CORSON STREET ACQUISITION 2915 LIMITED PARTNERSHIP, a Pennsylvania limited partnership ("Grantee"),

WITNESSETH:

THAT Grantor for and in consideration of the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) lawful money of the United States of America, well and truly paid by Grantee to Grantor, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, conveyed, and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto Grantee and Grantee's successors and assigns,

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate in Conshohocken Borough, Montgomery County, Commonwealth of Pennsylvania, as described on Exhibit A attached hereto and incorporated herein.

TOGETHER WITH all and singular, the buildings, improvements, ways, streets, alleys, driveways, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in and to the same.

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

AND Grantor does by these presents, covenant, grant and agree, to and with Grantee, and Grantee's successors and assigns forever, that Grantor, and his heirs, all and singular the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto Grantee, and Grantee's successors and assigns, against Grantor, and Grantor's heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, them or any of them, shall and will, WARRANT and forever DEFEND.



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

ADAM F. FERRAIOLI

The address of the Grantee is:

770 Township Line Road Suite 150 Yardley, PA 19067

On behalf of Grantee

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA

On this, the 4th day of January, 2015, before me, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Adam F. Ferraioli, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

NOTARIAL SEAL **CARA E DAVIS Notary Public**

CONSHOHOCKEN BORO., MONTGOMERY CNTY. My Commission Expires Mar 19, 2016

Notary Public
My Commission Expires: 3/19/2014

EXHIBIT A

ALL THAT PARCEL OF LAND SITUATE IN THE BOROUGH OF CONSHOHOCKEN, COUNTY OF MONTGOMERY, AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED ACCORDING TO A PLAN OF A SURVEY MADE BY CONTROL POINT ASSOCIATES, INC. DATED OCTOBER 25, 2011, LAST REVISED JANUARY 23, 2015, BEING FILE NO. CP11082, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WEST ELM STREET (A.K.A. S.R. 3013, L.R. 46107, 50 FOOT WIDE RIGHT-OF-WAY), AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORSON STREET (50 FOOT WIDE RIGHT-OF-WAY), AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

- 1. ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WEST ELM STREET, SOUTH 52 DEGREES 57 MINUTES 09 SECONDS EAST, A DISTANCE OF 326.91 FEET TO A POINT ON THE REQUIRED RIGHT-OF-WAY LINE OF WEST ELM STREET, THENCE;
- ALONG THE REQUIRED RIGHT-OF-WAY LINE OF WEST ELM STREET, SOUTH 02 DEGREES 54 MINUTES 44 SECONDS EAST, A DISTANCE OF 38.93 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVIDING LINE BETWEEN UNIT 10, BLOCK 10 AND UNIT 6, BLOCK 10, LANDS NOW OR FORMERLY THE JAMES J. NEVE PROPERTY TRUST:

- 3. NORTH 57 DEGREES 06 MINUTES 09 SECONDS WEST, A DISTANCE OF 273.58 FEET TO A POINT, THENCE;
- 4. NORTH 56 DEGREES 54 MINUTES 25 SECONDS WEST, A DISTANCE OF 99.56 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORSON STREET, THENCE;
- 5. ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORSON STREET, NORTH 56 DEGREES 47 MINUTES 40 SECONDS EAST AND A DISTANCE OF 59.99 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 15,167 SQUARE FEET OR 0.348 ACRE

BEING TAX PARCEL NUMBER 05-00-02696-00-8.

BEING THE SAME PREMISES WHICH GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR. AND WILLARD WIRTZ, TRUSTEES OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR BY DEED DATED NOVEMBER 15, 1971 AND RECORDED DECEMBER 1, 1971 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR MONTGOMERY COUNTY, PENNSYLVANIA IN DEED BOOK 3716, PAGE 422, CONVEYED UNTO ADAM F. FERRAIOLI AND MARY J. FERRAIOLI, HUSBAND AND WIFE, IN FEE.

AND MARY J. FERRAIOLI DIED ON JANUARY 27, 2000, WHEREIN TITLE TO THE PROPERTY VESTED IN ADAM F. FERRAIOLI, BY RIGHT OF SURVIVORSHIP.

ALSO BEING THE SAME PREMISES WHICH ADAM F. FERRAIOLI BY DEED DATED MARCH 29, 2012 AND RECORDED APRIL 13, 2012 IN THE AFORESAID OFFICE IN DEED BOOK 5832, PAGE 1867, CONVEYED UNTO ADAM F. FERRAIOLI, IN FEE, WHICH REFLECTS A DEED FROM FATHER TO SON.

UNDER AND SUBJECT TO RIGHTS, CONDITIONS AND RESERVATIONS AS CONTAINED IN THE INSTRUMENTS RECORDED IN THE AFORESAID OFFICE IN DEED BOOK 3716, PAGE 422 AND DEED BOOK 5832, PAGE 1867.

REV-183 EX (10-14)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

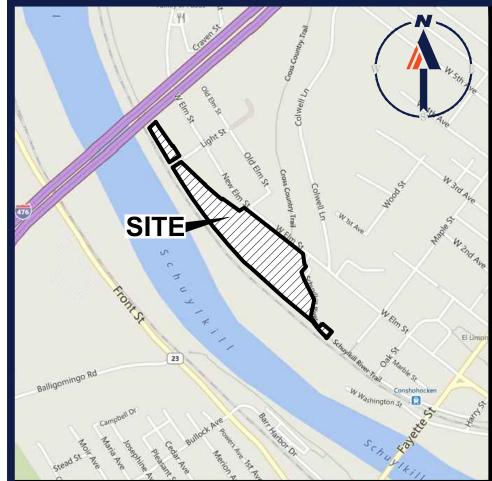
RECORDER'S USE ONLY										
State Tax Paid										
Book Number	\$4,500.00									
Page Number	5943									
Date Recorded	02870									

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is கியிச்சிரை இது இடி, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All ing Name	uiries ma	y be direct	ed to the following p	erson:	Telepho	ne Number:		
Adam Ferraioli					State	ZIP Code		
Mailing Address PO Box 187			City Conshohocken	1				
B. TRANSFER DATA								
Date of Acceptance of Document 02 / 0	9 / 2015							
Grantor(s)/Lessor(s) Adam Ferraioli		one Number:	Grantee(s)/Lessee(s) Corson Street Acqu	isition LP	Telepho	ne Number:		
Mailing Address			Mailing Address	0 10 1 150				
PO Box 187			770 Township Line	Road Suite 150	Chaha	ZIP Code		
City	State	ZIP Code	City		State			
Conshohocken	PA	19428	Yardley		PA	19067		
C. REAL ESTATE LOCATION								
Street Address			City, Township, Borough					
400 W. Elm Street	Cabaal	District	Conshohocken Bord	Tax Parcel Number				
County	Color	District		05-00-02696-008	าห			
Montgomery	1 0000	liai		00 00 02000				
D. VALUATION DATA								
Was transaction part of an assignn	nent or re	er Consideration		3. Total Consideration	n			
Actual Cash Consideration	100000000000000000000000000000000000000		11	= 450,000.00				
450,000.00	+0.0	nmon Level Rati	io Factor	6. Fair Market Value				
4. County Assessed Value	X 1.7			= 175,583.40				
100,910.00 E. EXEMPTION DATA - Refer			vemntion status	,				
1a. Amount of Exemption Claimed	1h Per	rentage of Gra	ntor's Interest in Real Estate	1c. Percentage of Gra	antor's Int	erest Conveyed		
¢ ()	100.0	0	%	0/				
2. Check Appropriate Box Below	v for Exe	mption Cla	imed.					
			(i) (5 1 1)		(F-A-A- F)	N b \		
			(Name of Decedent)		(Estate File	Number)		
☐ Transfer to a trust. (Attach com			ment identifying all bene	ilciaries.)				
☐ Transfer from a trust. Date of tr	ansfer into	the trust						
If trust was amended attach a c	opy of orig	inal and amer	nded trust.					
☐ Transfer between principal and a	gent/straw	party. (Attac	th complete copy of agen	cy/straw party agre	ement.)			
Transfers to the commonwealth tion. (If condemnation or in lieu	of condem	nation, attach	n copy of resolution.)					
☐ Transfer from mortgagor to a ho					signment	.)		
 Corrective or confirmatory deed 				ted or confirmed.)				
Statutory corporate consolidation	n, merger	or division. (A	attach copy of articles.)					
Other (Please explain exemption	r claimed.)							
Under penalties of law, I declare t	hat I have	e examined	this statement, includ	ing accompanying	inform	ation, and		
to the best of my knowledge and t	peller, It is	true, corre	ct and complete.		Date			
Signature of Correspondent or Responsible	rolly							
αx				29	115			

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED. eCertified copy of recorded # 2015009258 (page 7 of 7) Montgomery County Recorder of Deeds







DRAWING LEGEND

------ LEGAL RIGHT-OF-WAY LINE — — — PROPOSED SETBACK PROPOSED RETAINING WALL PROPOSED CONCRETE CURB PROPOSED GUARDRAIL

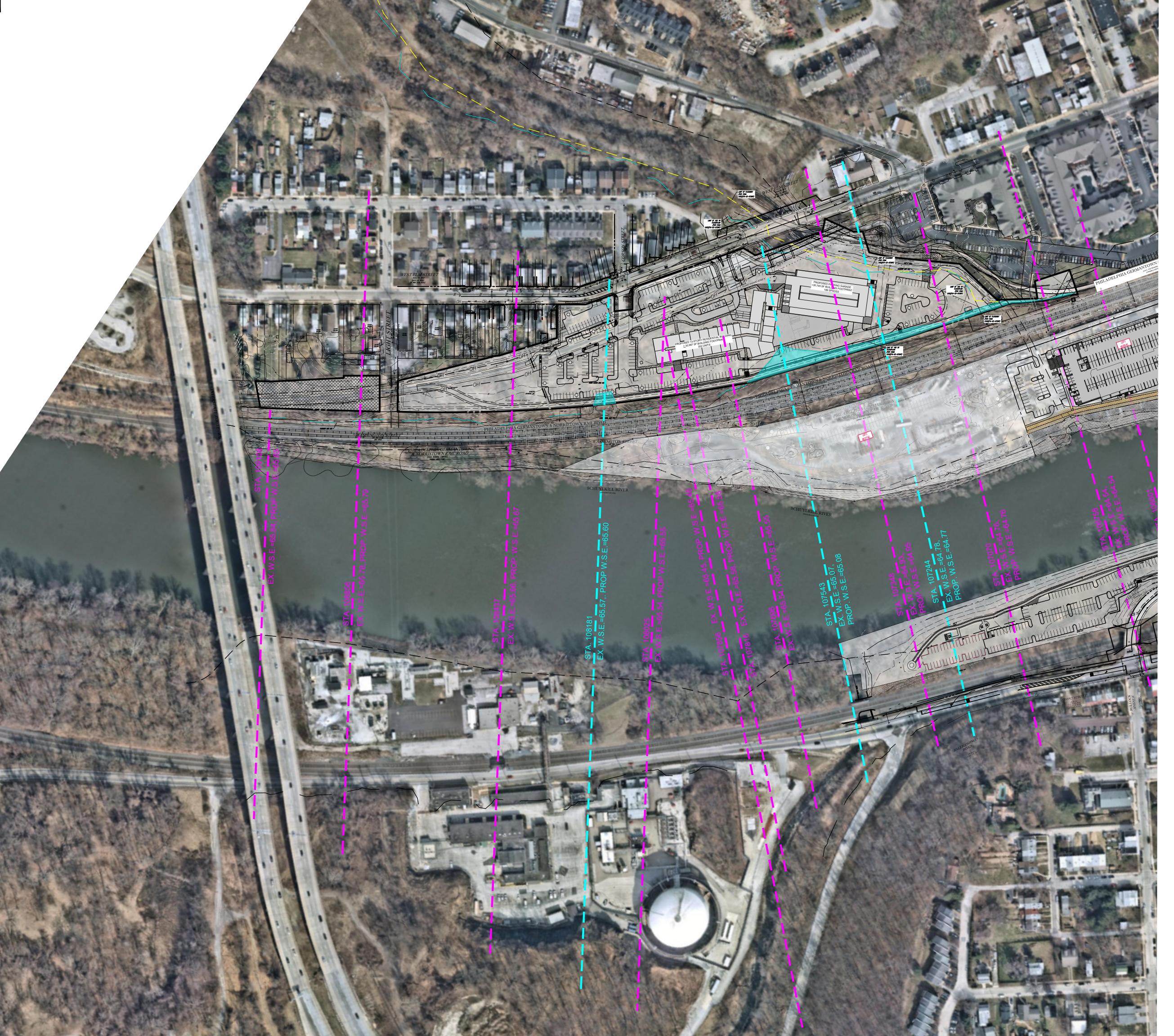
PROPOSED FENCE

EXISTING PROPERTY LINE ———— 100 YEAR FLOODPLAIN LINE (PER HEC-RAS STUDY) PROPOSED PROPERTY BOUNDARY

EXISTING UTILITY POLE EXISTING IRON PIN EXISTING TRAFFIC LIGHT PROPOSED PARKING SPACES PROPOSED ADA SYMBOL

PROPOSED CONCRETE SIDEWALK

PROPOSED CURB RAMP





	REVISIONS												
REV	DATE	COMMENT	DRAWN I										
1	12/02/2020	REVS PER COMMENTS	KDS LNE										



NOT APPROVED FOR CONSTRUCTION

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY
REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCT

DOCUMENT UNLESS INDICATED OTHERWISE. PROJECT No.: PC201167
DRAWN BY: ATW
CHECKED BY: LNB
DATE: 11/11/2020
CAD I.D.: PC201167-FLOODPLAIN-ANALYSIS-01

FLOODPLAIN **ANALYSIS**

CORSON STREET ACQUISITION LIMITED PARTNERSHIP

PLAN

WEST ELM STREET
CONSHOHOCKEN BOROUGH &
PLYMOUTH TOWNSHIP,
MONTGOMERY COUNTY, PA

BOHLER

1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914 Phone: (215) 996-9100 Fax: (215) 996-9102 www.BohlerEngineering.com



SHEET TITLE:
FLOODPLAIN **ANALYSIS** PLAN

SHEET NUMBER:

1 OF 1

REVISION 1 - 12/02/2020

Floodplain Analysis Narrative & Calculations



Project: West Elm Street Apartments

West Elm Street & Corson Street

Conshohocken Borough

Montgomery County, Pennsylvania

Client: Corson Street Acquisition Limited Partnership

721 Old State Road Berwyn, PA 19312

Project

PC201167

Number:

Date: November 11, 2020 **Revised: December 2, 2020**

REGISTERED
PROFESSIONAL
ENGINEER
PE073243

Professional Engineer:

William R. Rearden PA License #PE073243

Table of Contents

General Project Description/ Stormwater Management	
General Project Description	
USGS Map	2
FIRM Project Overlay.	
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Proposed Conditions Floodplain Cross-Sections	
Standard Table 1 for Existing/Proposed Floodplain	35
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Floodplain Analysis Plan	
Grading Concept	

GENERAL PROJECT DESCRIPTION/STORMWATER MANAGEMENT

GENERAL PROJECT DESCRIPTION

Corson Street Acquisition Limited Partnership is proposing to develop a 10.379 acre lot in Conshohocken Borough & Plymouth Township. Although a portion of the site lies within Plymouth Township (1.884 acres), no improvements are proposed to occur outside of the Conshohocken Borough boundary (8.495 acres). The project will consist of a proposed 13-story residential building (approx. 30,987 sf footprint) with an accompanying parking garage (approx. 30,745 sf footprint). The project will also include exterior parking, driveways, utilities, landscaping, stormwater management controls, and any necessary measures and amenities to support the development. Pertinent data characterizing the existing and future site conditions are shown on the submitted Zoning Plan.

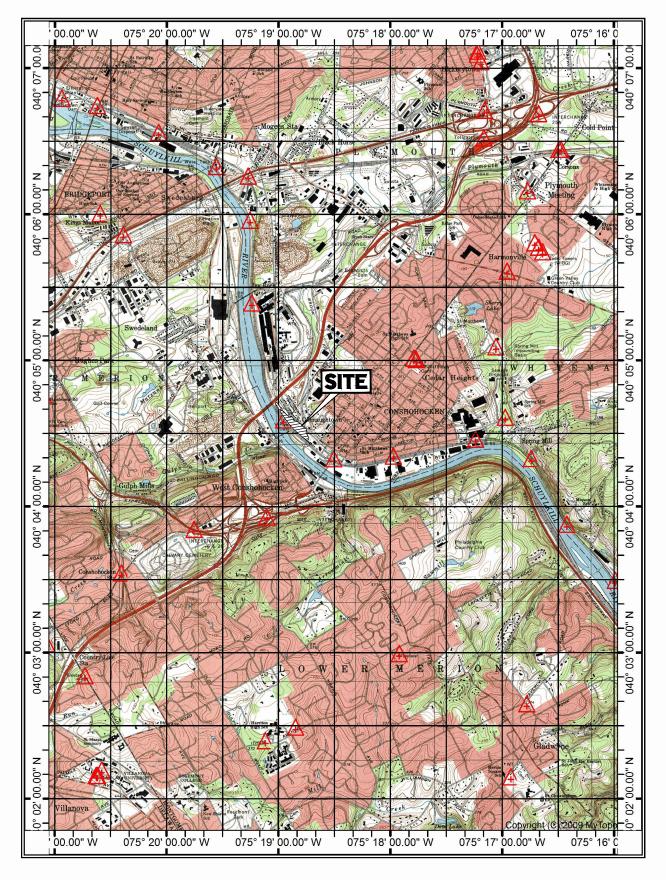
The existing condition for entire tract is primarily vacant green space, also consisting of limited masonry structures and pavement along the frontage to West Elm Street. The Schuylkill River Trail runs through the northern portion of the site and will be proposed to be relocated across the southern border of the proposed work. As the site lies near the Schuylkill River, the 100-year floodplain boundary runs through a few small portions of the southernmost limits of work. Along with the Schuylkill River, the project is also bound to the east by Plymouth Creek, but there are no proposed alterations (i.e. re-grading, encroachments, fill, or structures) to be proposed within the Plymouth Creek floodplain. The previously submitted Zoning Plan has addressed any variances required for the construction of this project.

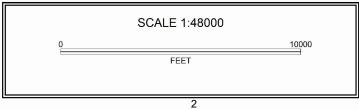
Hydraulic Modeling

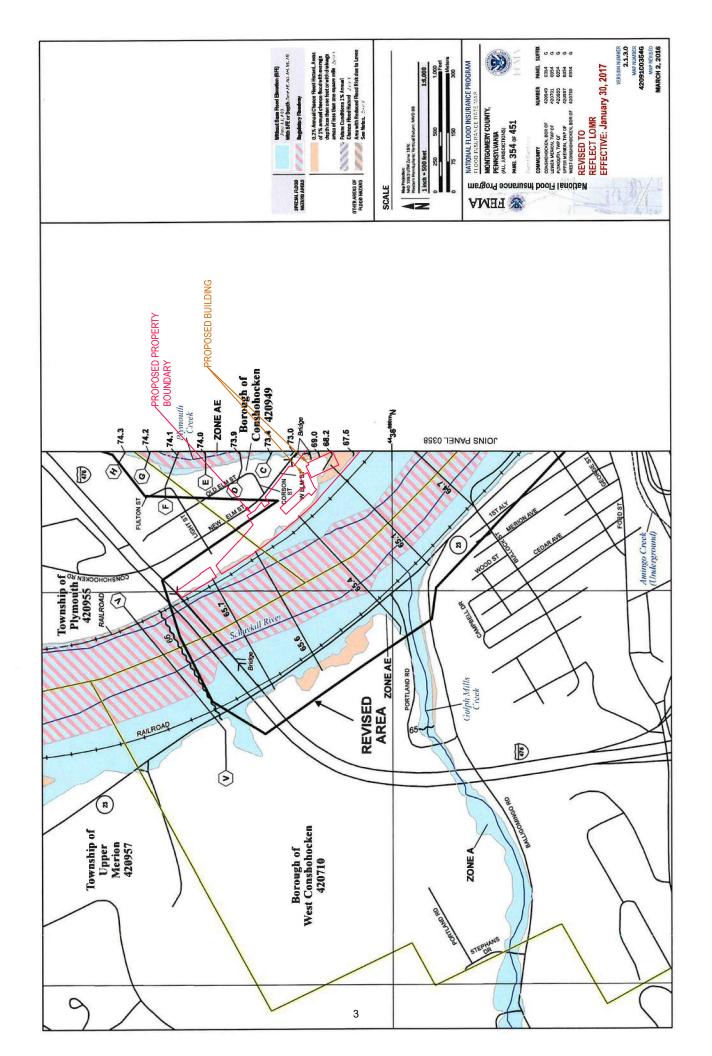
As a portion of the proposed improvements fall within the 100-year floodplain boundary, a hydraulic analysis has been completed in order to determine any possible effects the construction may have on the Schuylkill River. HEC-RAS 4.1.0 was the program used to compute the floodplain hydraulic analysis. Based on recent coordination with FEMA regarding some of the surrounding properties (51 Washington & Matson Mill Apartments in Conshohocken, and Barr Harbor Office Condominium in West Conshohocken), Bohler has been able to utilize the latest HEC-RAS files to accurately model the effects on the river. This model, incorporating the three (3) surrounding projects mentioned, has been vetted and approved by FEMA, and can be referenced by Case Number 20-03-0835R for both Conshohocken and West Conshohocken Boroughs.

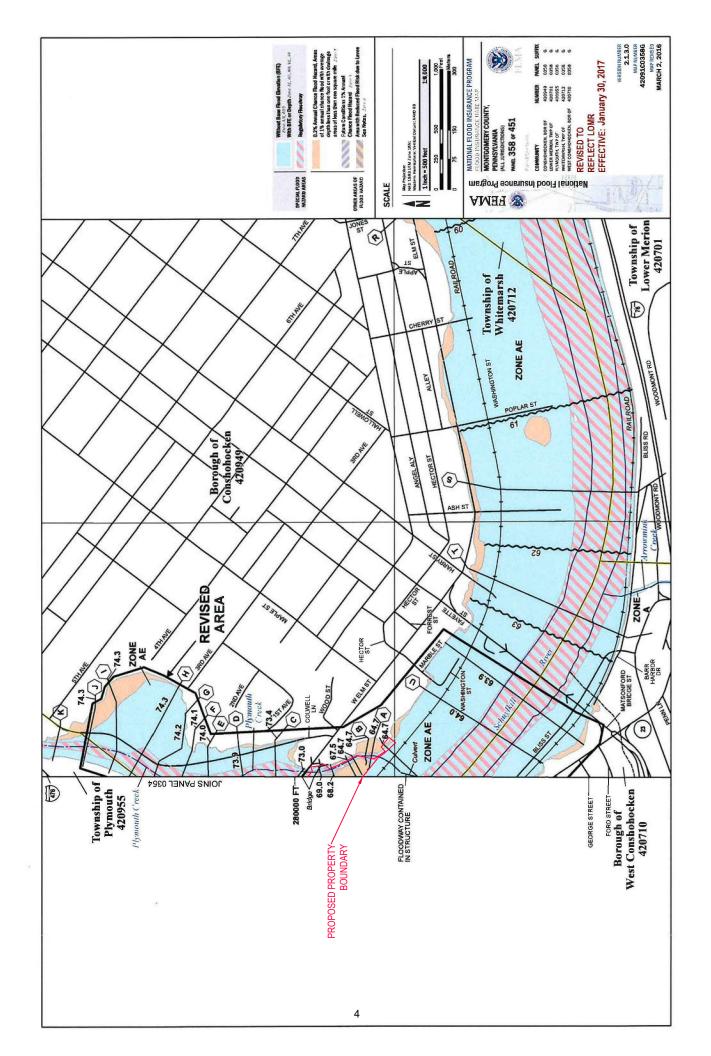
Two versions of the analysis are provided for review. Existing conditions are provided to show floodplain water surface elevations for the site before any proposed construction impacts pertaining to this project. However, these existing conditions factor in the improvements from the surrounding projects that are currently under construction. Proposed conditions then follow to show how the proposed improvements relate to the hydraulic standing of the Schuylkill River. There are four (4) cross sections where the proposed improvements slightly infringe upon the 100year floodplain boundary (sections 107244, 107348, 107543 & 108181). The remaining cross sections have been provided to show the potential hydraulic impacts upstream and downstream. Three (3) cross sections have been added to this model to better analyze the areas of construction within this floodplain boundary (sections 107244, 107543 & 108181). For the proposed conditions, there are no structures within the floodplain boundary. Therefore, no obstructions have been modeled, and the proposed geometry of the left bank has been revised to reflect the proposed ground elevations. As shown within the HEC-RAS outputs and the comparison worksheet provided, these improvements will have minimal to no impacts on the Schuylkill River. The floodplain elevations show less than an eighth of an inch increase for cross sections analyzed, and no increase for downstream cross-sections (cross section 108181 shows the highest increase, which is still about a third of an inch, which can be considered negligible). As the HEC-RAS modeling shows minimal to no increases throughout the river reach, we anticipate no adverse effects on the Schuylkill River for this project.

R:\20\PC201167\Technical\Flood Analysis\Rev-00\PC201167 Floodplain Report-00.doc









SUPPORTING DESIGN & ENGINEERING CALCULATIONS

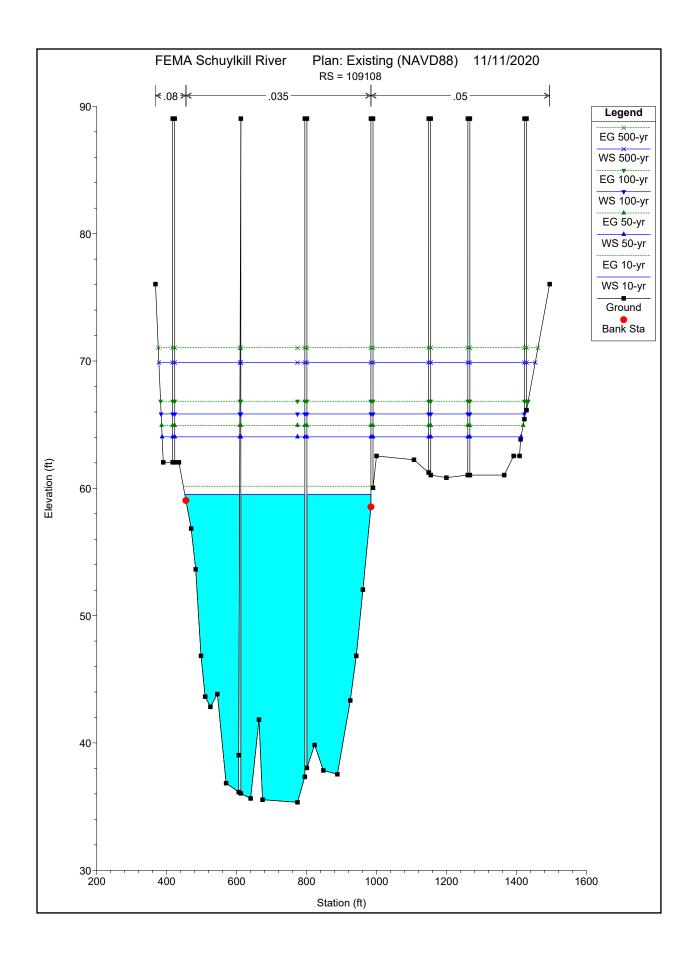
West Elm Street Apartments Floodplain Analysis Study

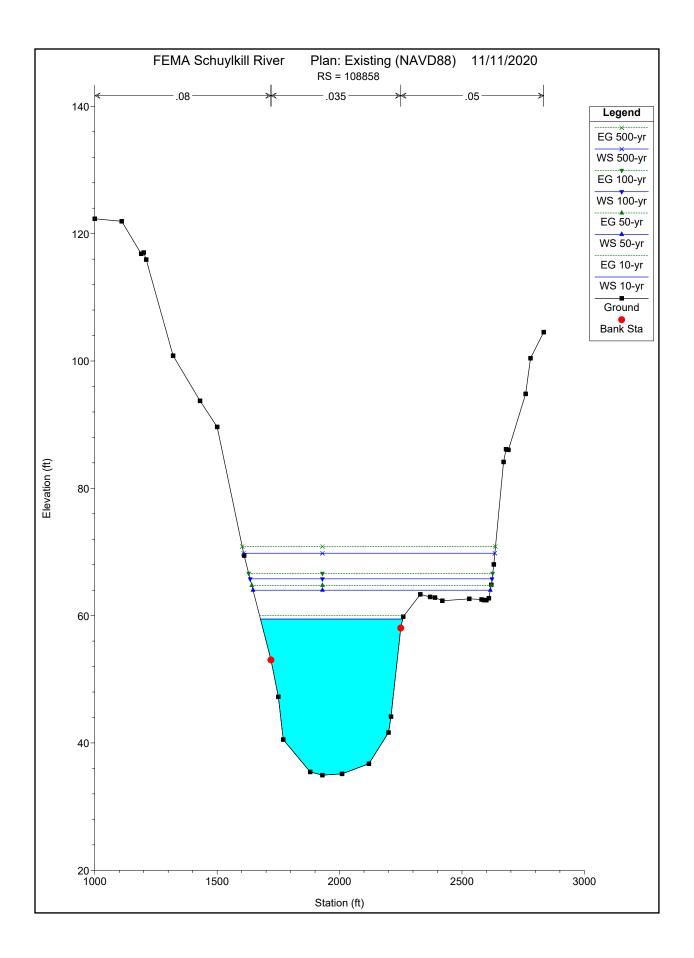
Project: PC201167 **Date:** 11/11/2020

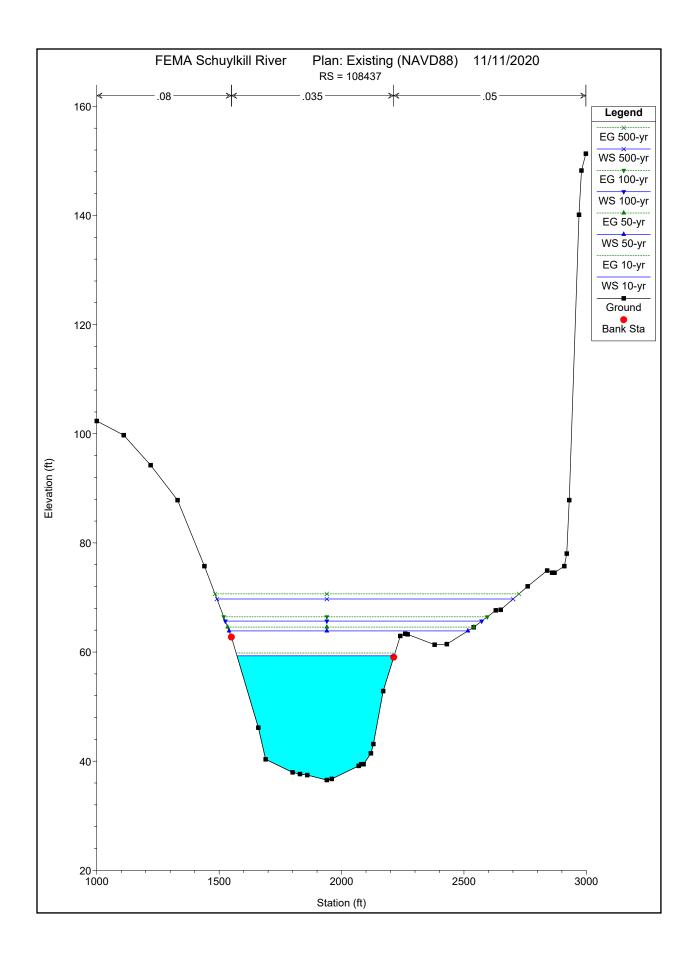
Station	Existing 100-Yr W.S.E.	Proposed 100-Yr W.S.E.	Difference
109108	65.84	65.85	0.01
108858	65.78	65.79	0.01
108437	65.66	65.67	0.01
108181	65.57	65.60	0.03
108025	65.54	65.55	0.01
107856	65.45	65.46	0.01
107816	65.58	65.58	0.00
107696	65.54	65.55	0.01
107543	65.07	65.08	0.01
107348	64.93	64.95	0.02
107244	64.78	64.77	-0.01
107070	64.76	64.76	0.00
106758	64.54	64.54	0.00

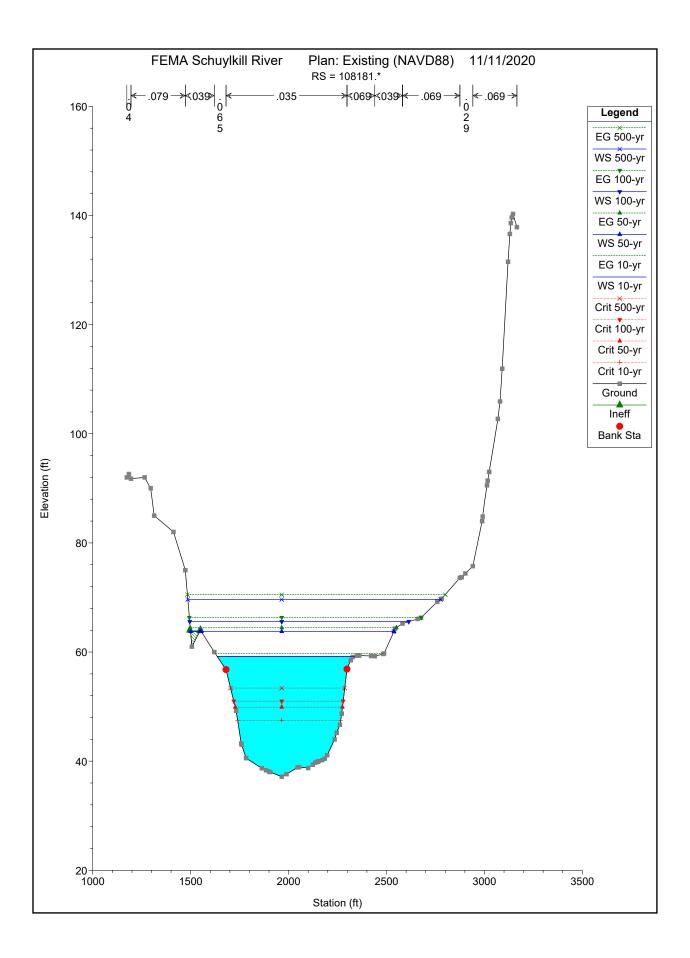
^{*}Cyan denotes a cross section that was added to the HEC-RAS model.

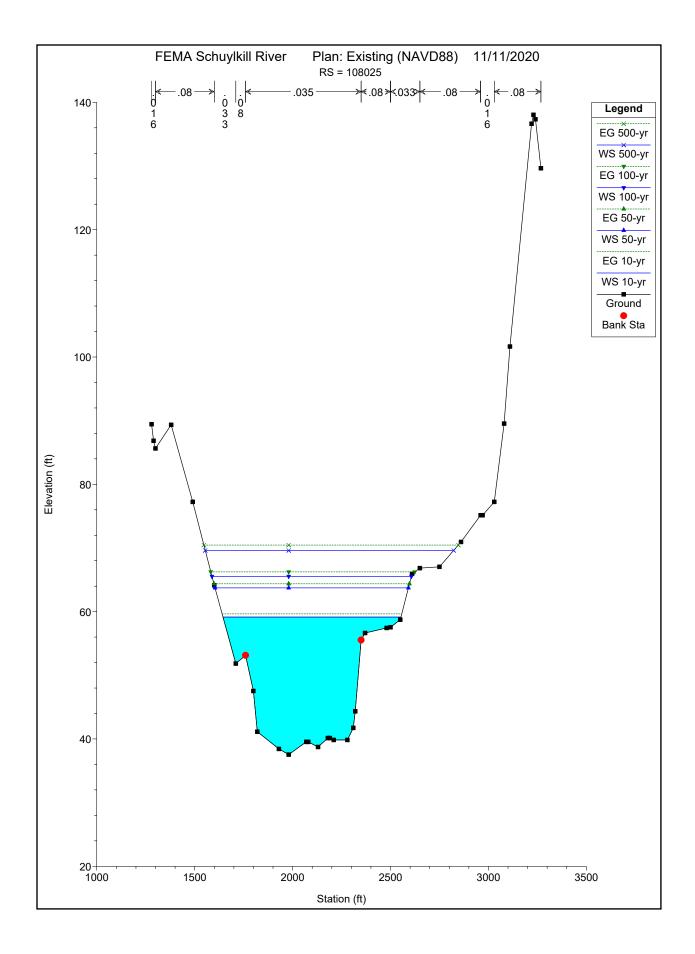
EXISTING CONDITIONS FLOODPLAIN CROSS-SECTIONS

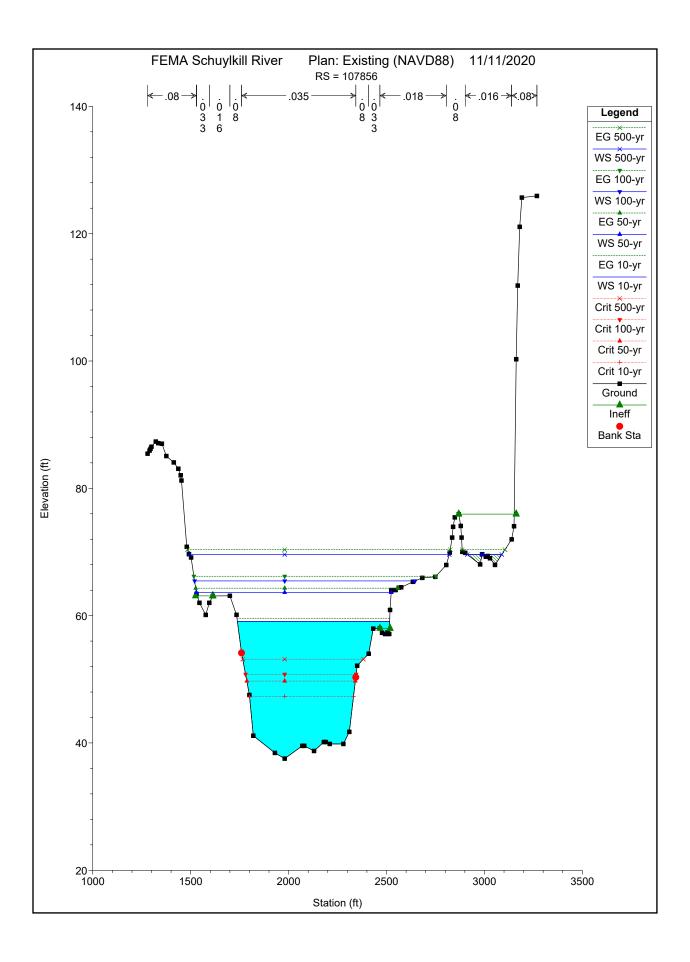


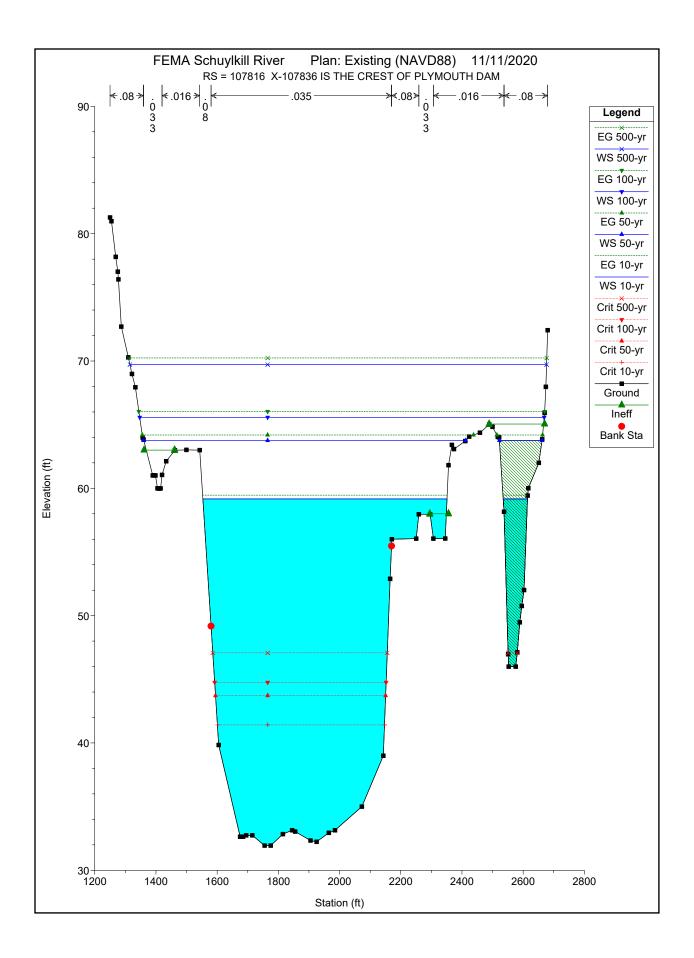


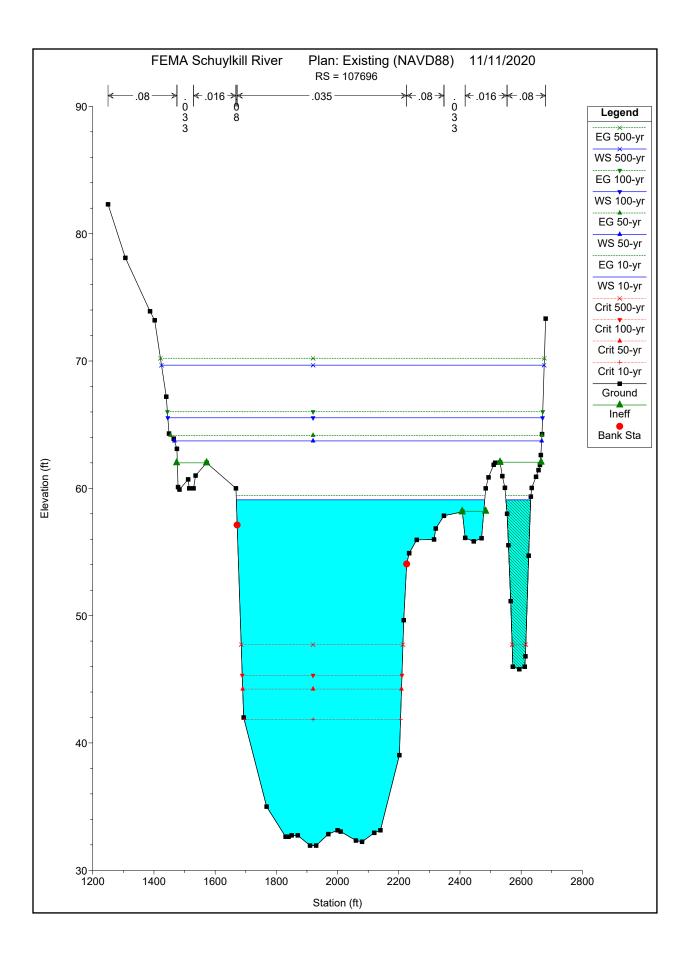


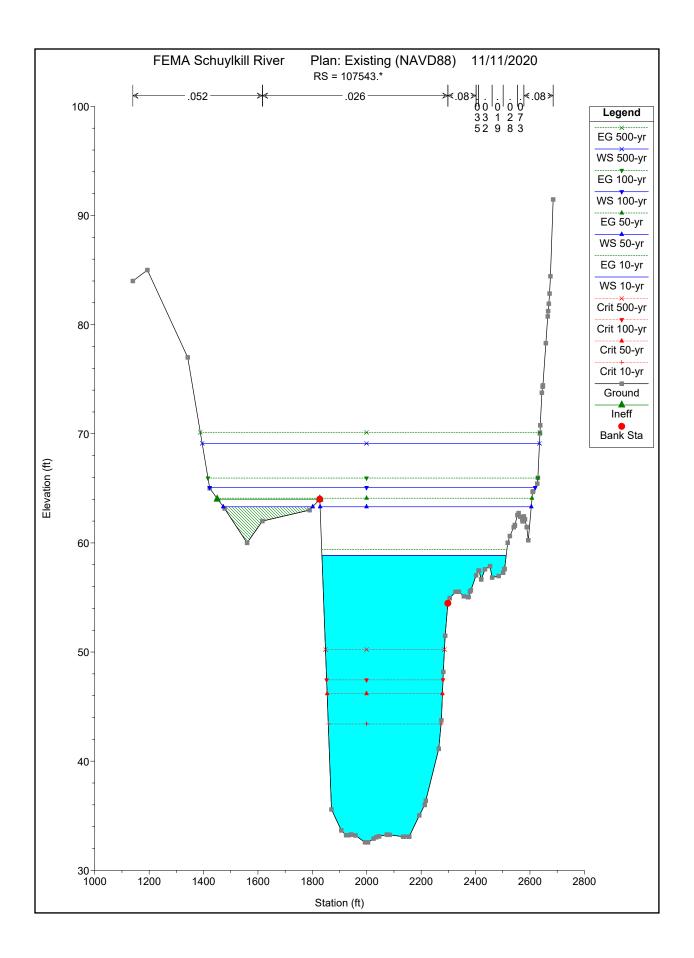


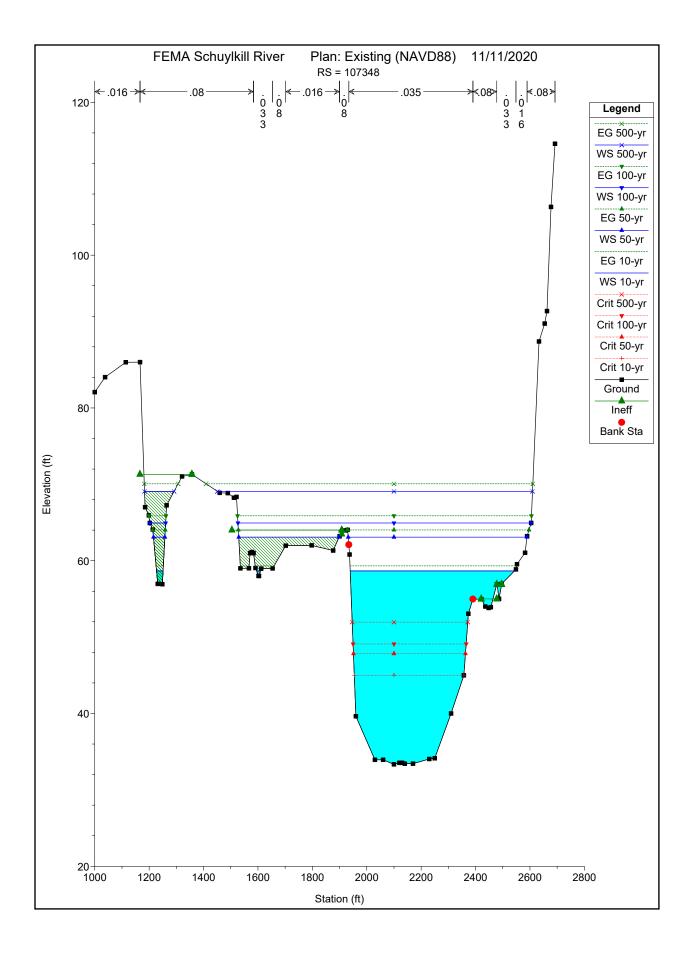


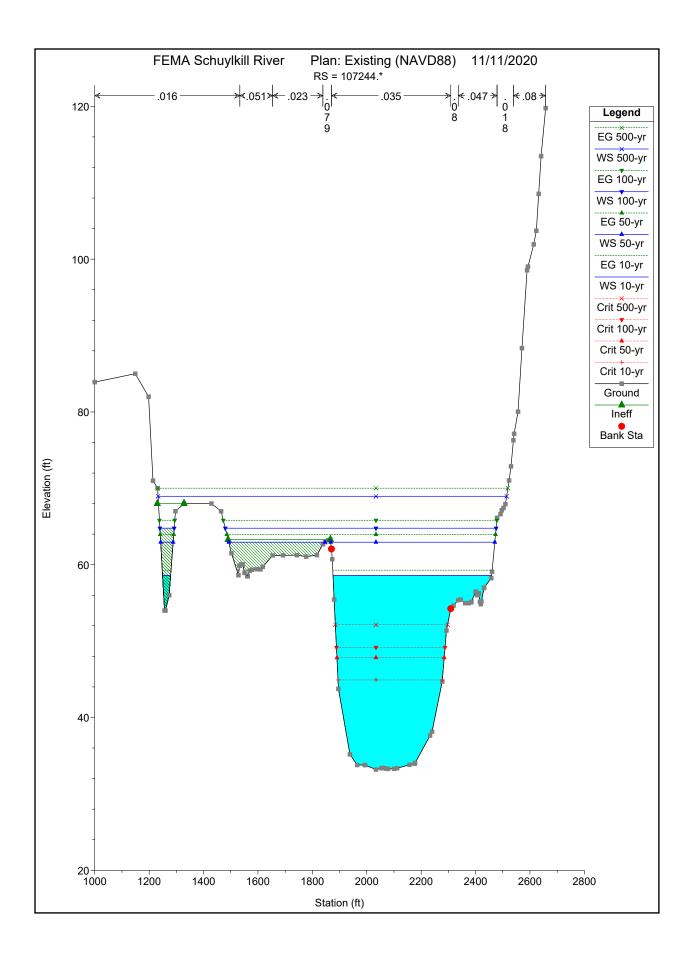


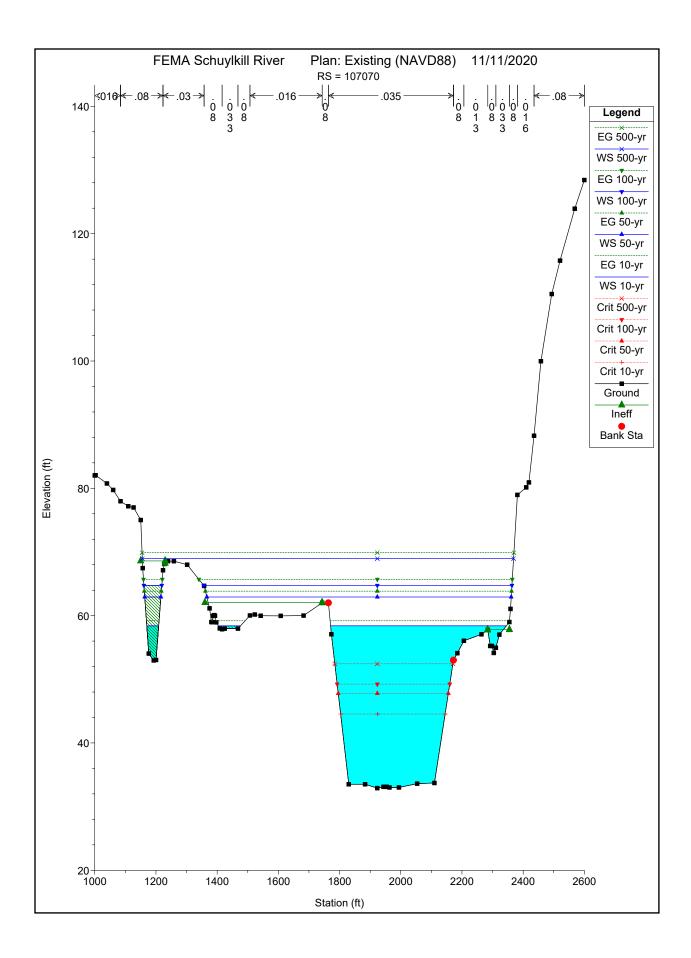


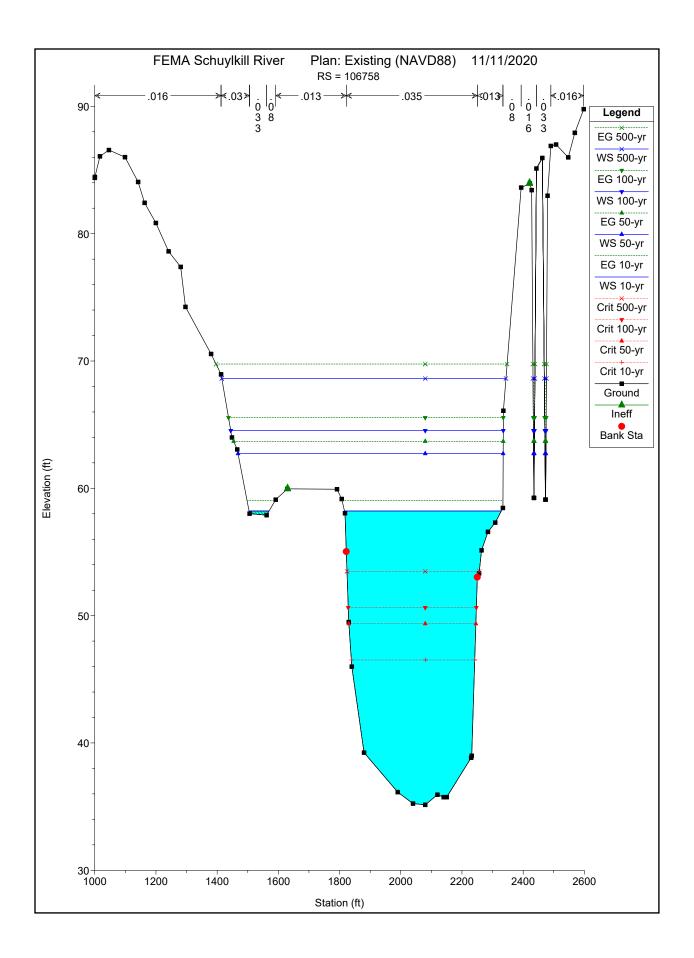




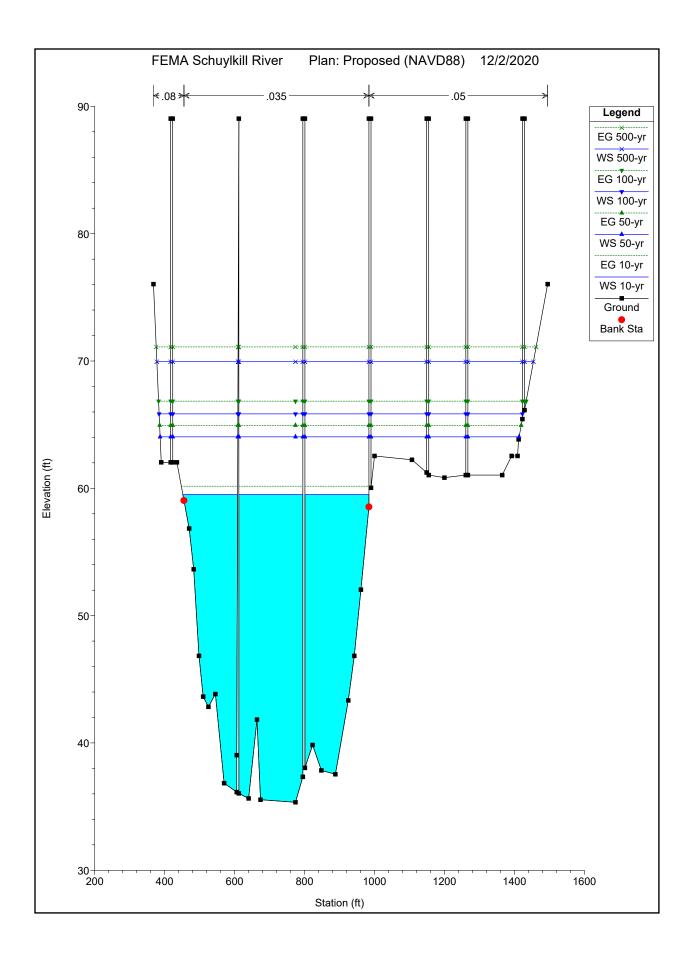


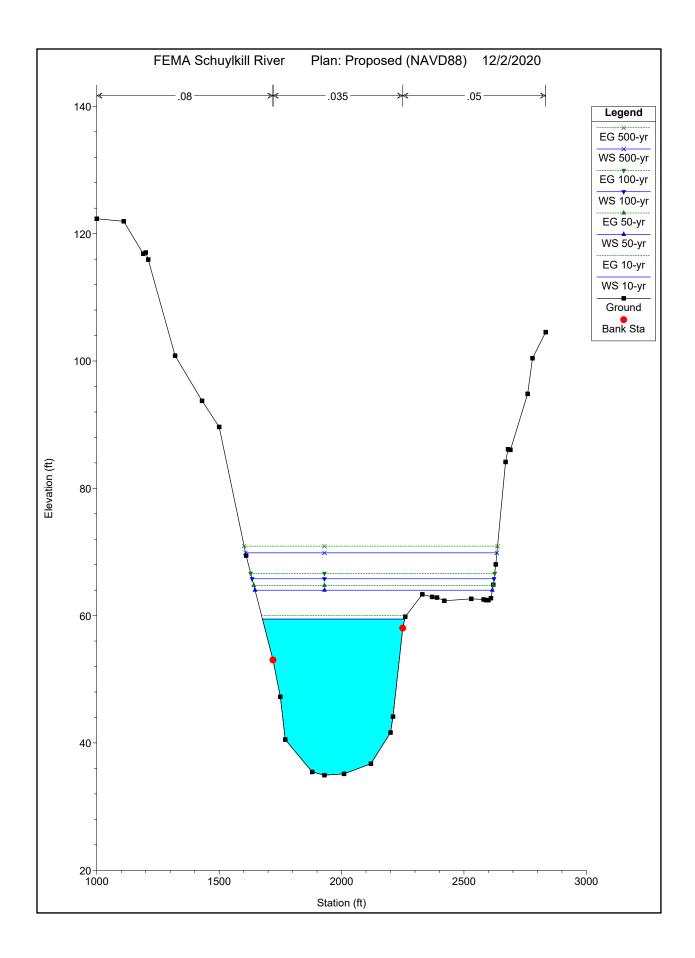


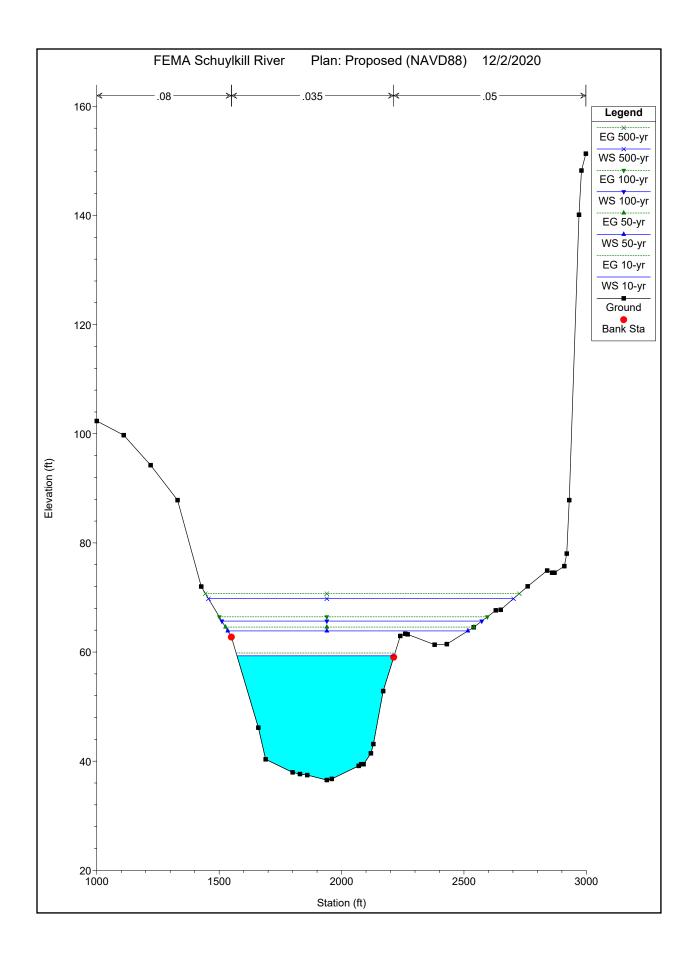


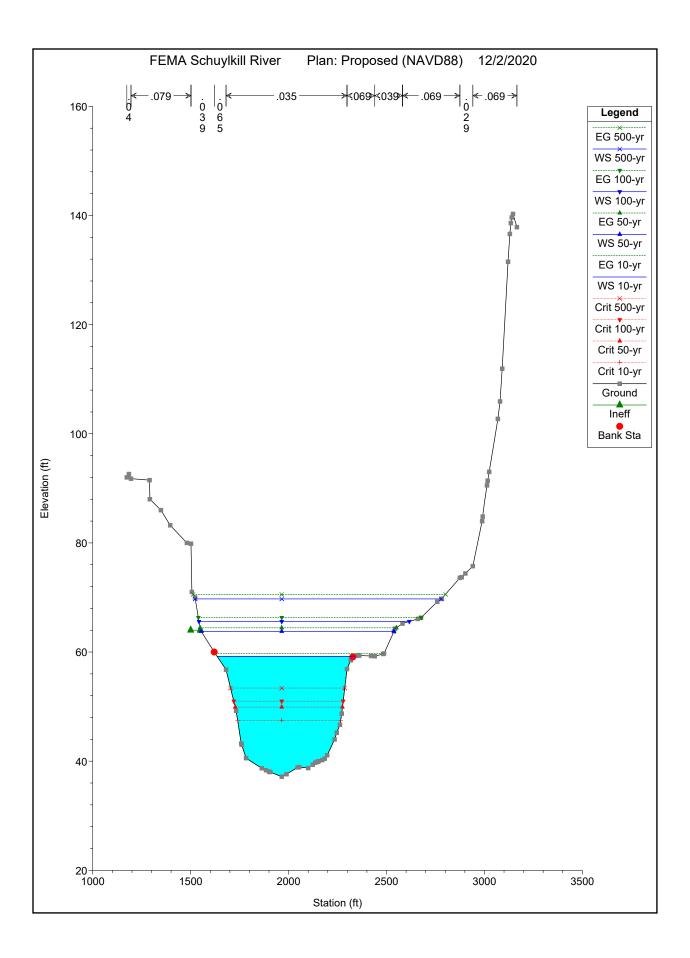


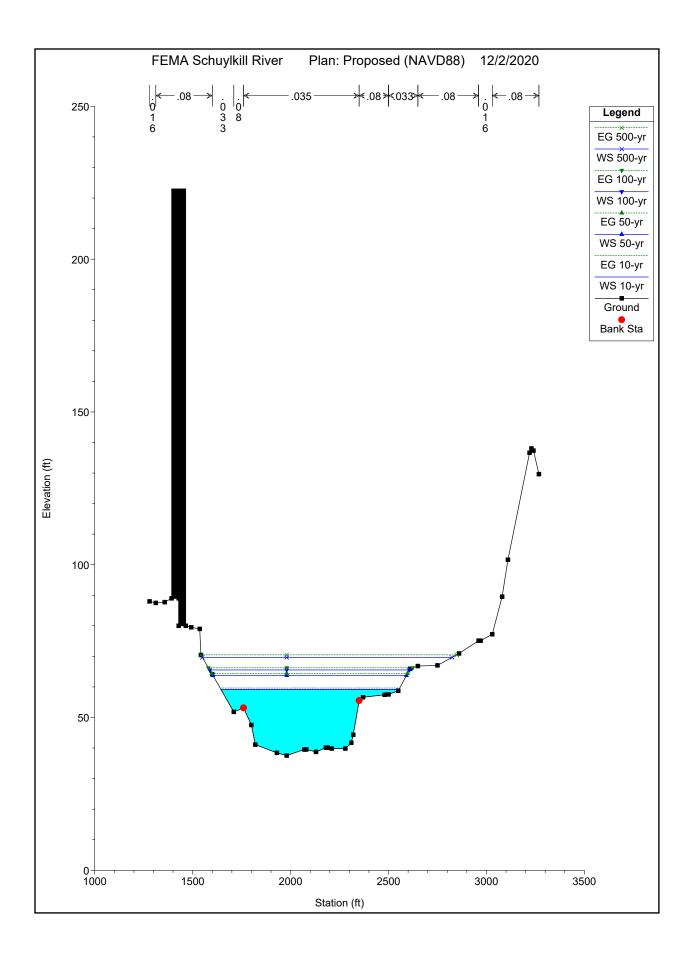
PROPOSED CONDITIONS FLOODPLAIN CROSS-SECTIONS

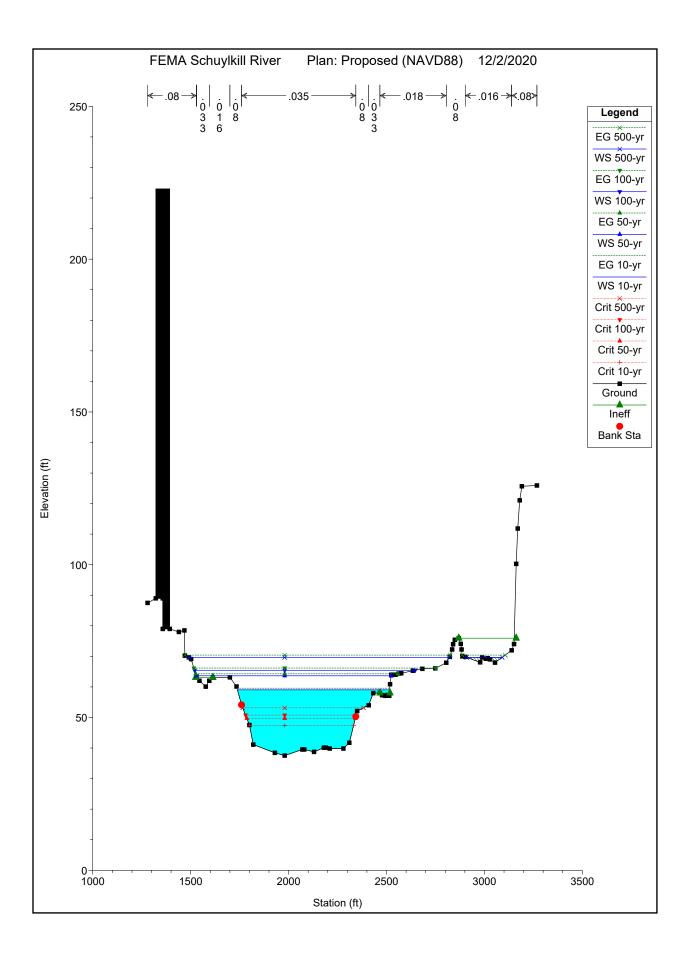


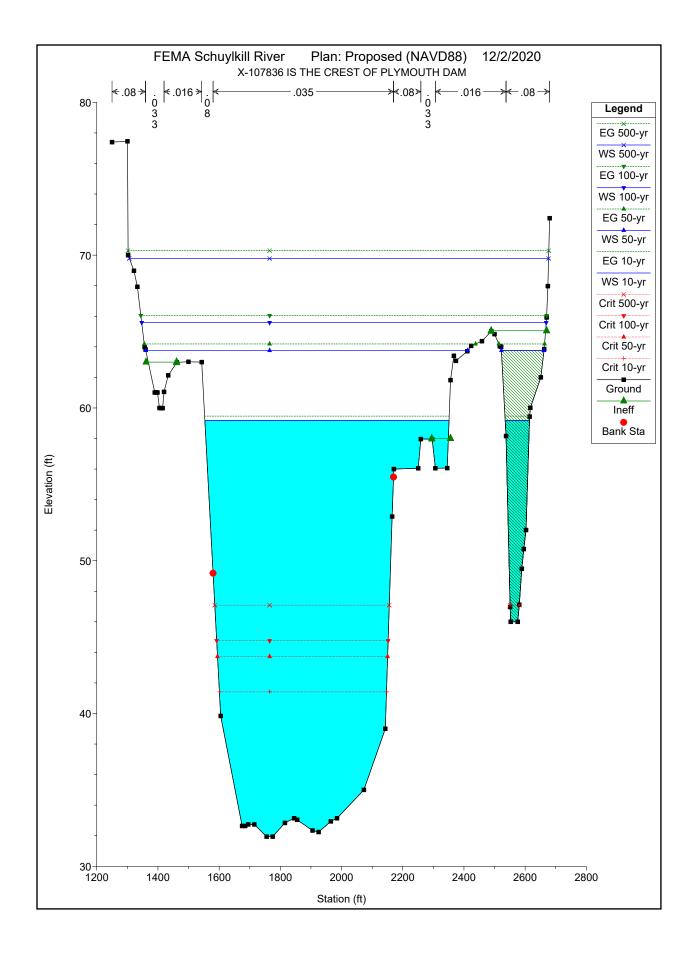


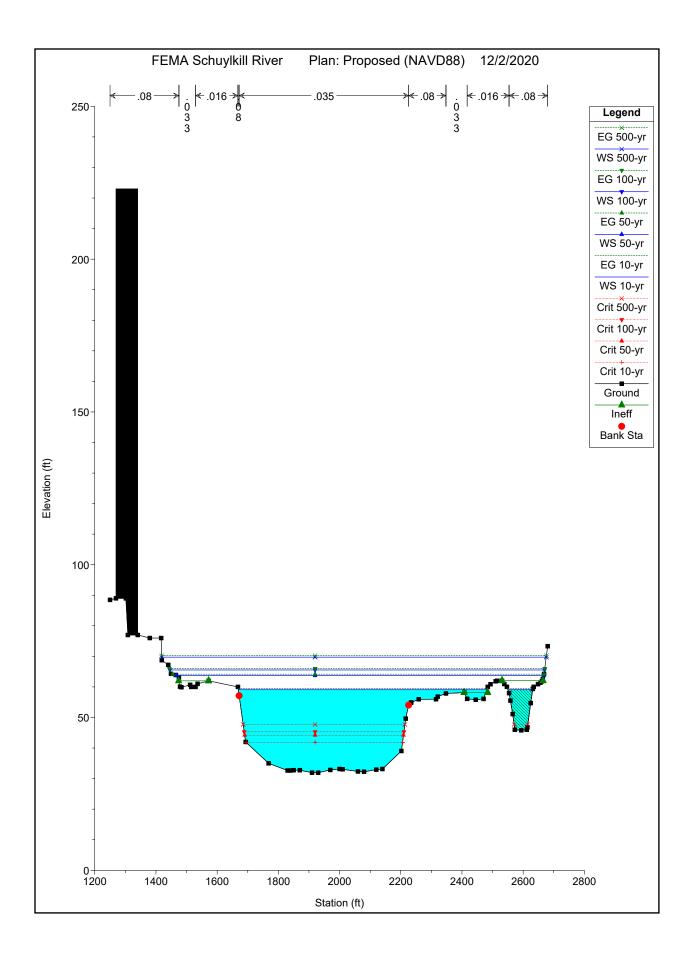


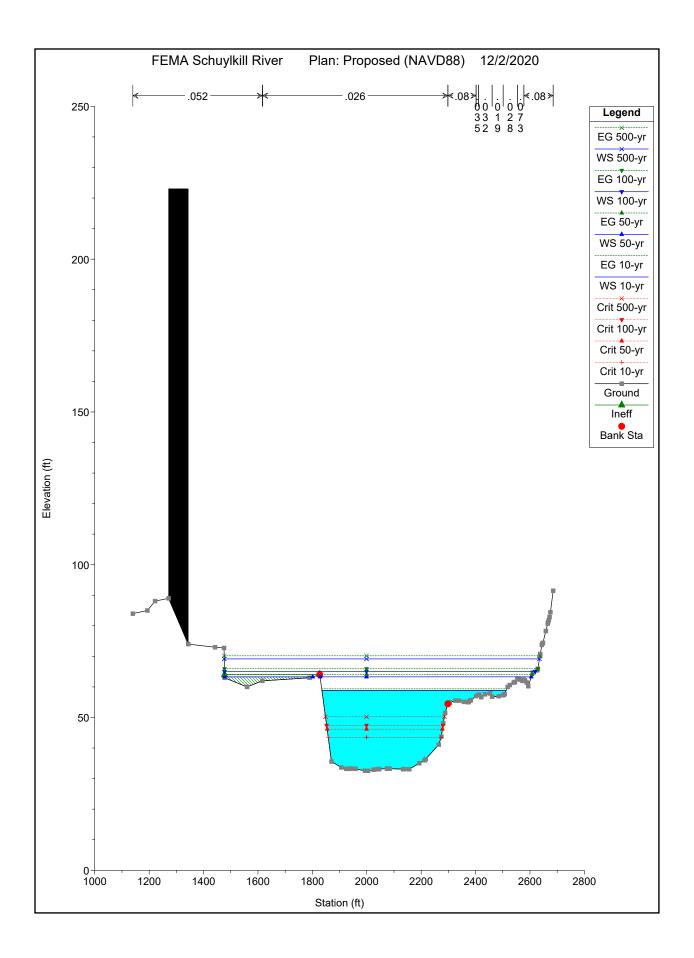


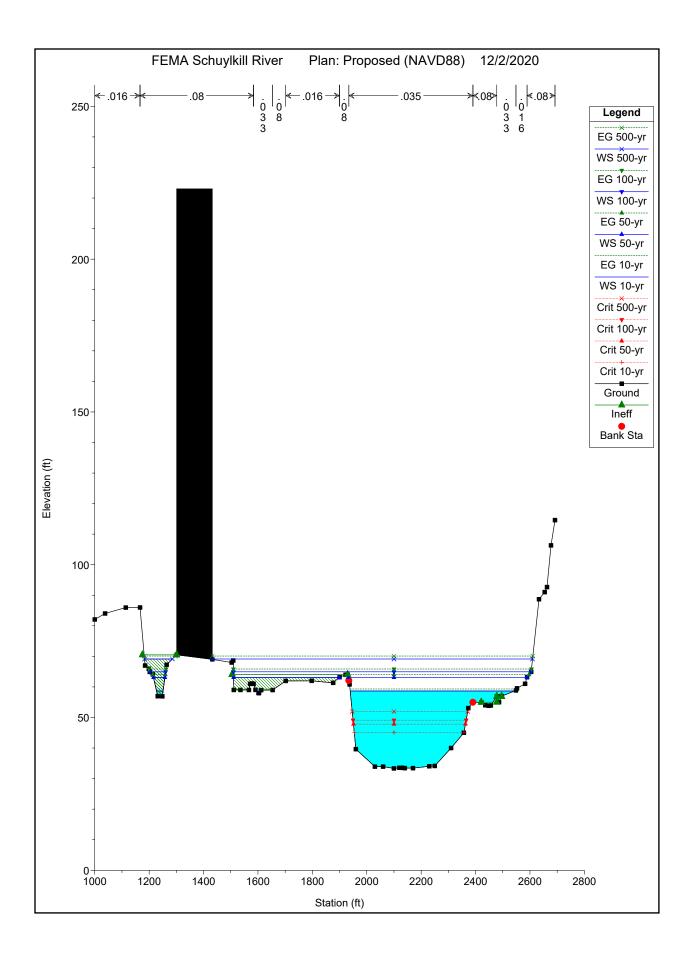


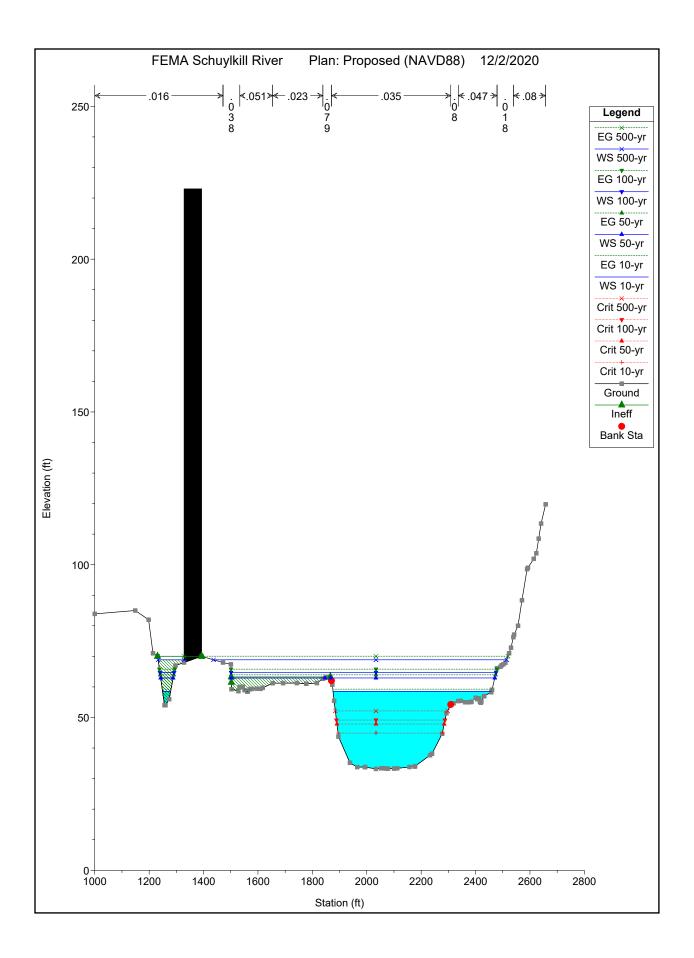


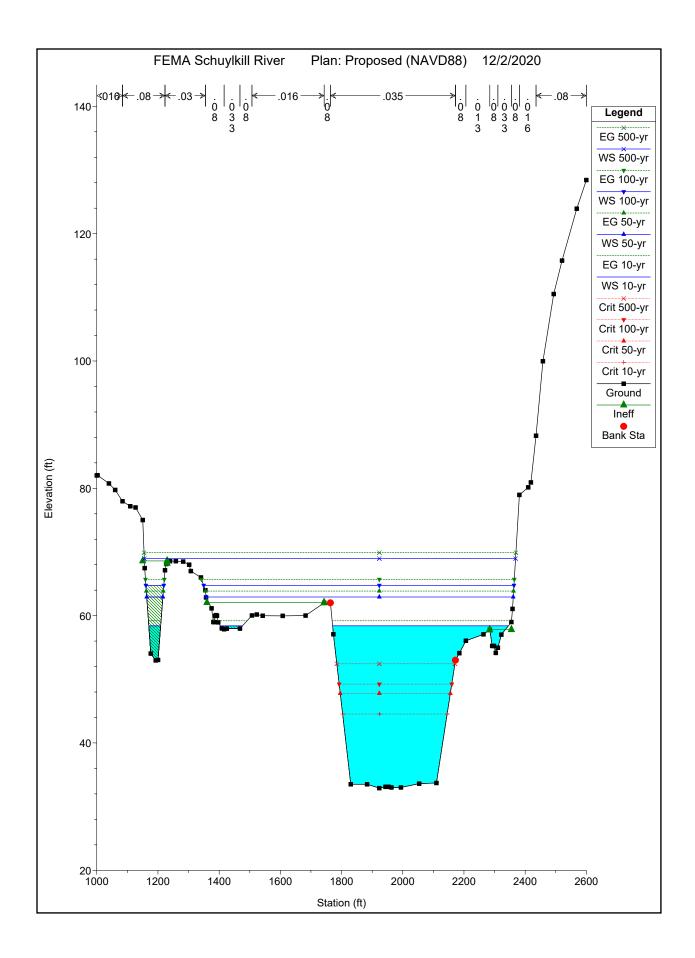


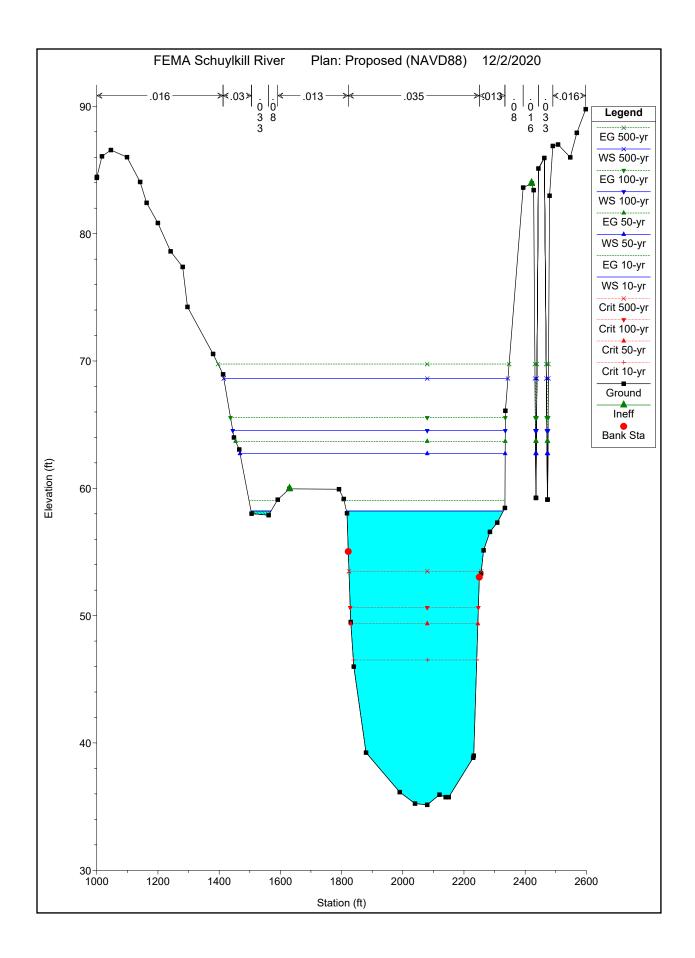












STANDARD TABLE 1 FOR EXISTING/PROPOSED FLOODPLAIN

HEC-RAS Plan: Exist River: RIVER-1 Reach: Reach-1

			Reach: Reach-1			0 11 11 10		= 0.01				
Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
Reach-1	109108	10-yr	(cfs) 62900.00	(ft) 35.34	(ft) 59.50	(ft)	(ft) 60.17	(ft/ft) 0.000605	(ft/s) 6.53	(sq ft) 9632.55	(ft) 522.55	0.27
Reach-1	109108	50-yr	93700.00	35.34	64.04		64.95	0.000605	7.69	13156.00	993.64	0.27
Reach-1	109108	100-yr	109000.00	35.34	65.84		66.84	0.000651	8.14	14957.30	1006.35	0.20
Reach-1	109108	500-yr	146000.00	35.34	69.89		71.05	0.000671	8.97	19088.98	1038.34	0.29
Neach-1	109100	300-yi	140000.00	33.34	09.09		71.03	0.000088	0.97	19000.90	1030.34	0.29
Reach-1	108858	10	62900.00	34.94	59.46		59.99	0.000338	5.80	10975.65	581.01	0.23
		10-yr	93700.00	34.94				0.000338			969.46	
Reach-1	108858	50-yr			64.00		64.75		7.01	14237.29		0.25
Reach-1	108858	100-yr	109000.00	34.94	65.78		66.64	0.000396	7.52	15989.57	988.44	0.26
Reach-1	108858	500-yr	146000.00	34.94	69.81		70.87	0.000418	8.47	20044.91	1026.40	0.27
D 1.4	100107	10	20000 00	00.54	50.04		50.00	0.000405		10005 75	040.44	0.05
Reach-1	108437	10-yr	62900.00	36.54	59.31		59.83	0.000425	5.77	10895.75	642.11	0.25
Reach-1	108437	50-yr	93700.00	36.54	63.87		64.56	0.000438	6.72	14382.34	975.57	0.26
Reach-1	108437	100-yr	109000.00	36.54	65.66		66.44	0.000442	7.14	16204.86	1047.39	0.26
Reach-1	108437	500-yr	146000.00	36.54	69.72		70.65	0.000435	7.89	20787.80	1209.68	0.27
Reach-1	108181.*	10-yr	62900.00	37.16	59.19	47.49	59.72	0.000417	5.82	10890.20	702.42	0.25
Reach-1	108181.*	50-yr	93700.00	37.16	63.76	49.90	64.45	0.000410	6.74	15048.75	1030.83	0.25
Reach-1	108181.*	100-yr	109000.00	37.16	65.57	50.99	66.33	0.000414	7.14	17035.43	1118.31	0.26
Reach-1	108181.*	500-yr	146000.00	37.16	69.64	53.40	70.53	0.000403	7.82	22012.09	1291.38	0.26
												<u> </u>
Reach-1	108025	10-yr	62900.00	37.54	59.15		59.65	0.000381	5.72	11733.50	908.74	0.24
Reach-1	108025	50-yr	93700.00	37.54	63.74		64.38	0.000373	6.58	16086.58	988.04	0.24
Reach-1	108025	100-yr	109000.00	37.54	65.54		66.25	0.000378	6.97	17899.18	1018.48	0.25
Reach-1	108025	500-yr	146000.00	37.54	69.62		70.45	0.000376	7.69	22622.82	1268.74	0.25
Reach-1	107856	10-yr	62900.00	37.54	59.07	47.32	59.58	0.000386	5.79	11369.23	777.46	0.24
Reach-1	107856	50-yr	93700.00	37.54	63.65	49.72	64.31	0.000380	6.66	15244.86	994.84	0.24
Reach-1	107856	100-yr	109000.00	37.54	65.45	50.79	66.18	0.000387	7.07	17145.96	1125.95	0.25
Reach-1	107856	500-yr	146000.00	37.54	69.61	53.16	70.37	0.000345	7.41	22411.11	1501.86	0.24
Reach-1	107816	10-yr	62900.00	31.94	59.17	41.42	59.46	0.000153	4.36	14892.36	877.44	0.16
Reach-1	107816	50-yr	93700.00	31.94	63.75	43.72	64.19	0.000182	5.34	18887.88	1191.59	0.18
Reach-1	107816	100-yr	109000.00	31.94	65.58	44.76	66.04	0.000186	5.62	22442.69	1321.81	0.18
Reach-1	107816	500-yr	146000.00	31.94	69.72	47.08	70.24	0.000185	6.11	27998.80	1361.57	0.18
	10000	,										
Reach-1	107696	10-yr	62900.00	31.94	59.10	41.83	59.44	0.000182	4.70	13876.08	892.86	0.17
Reach-1	107696	50-yr	93700.00	31.94	63.73	44.23	64.16	0.000196	5.49	19613.40	1200.22	0.18
Reach-1	107696	100-yr	109000.00	31.94	65.54	45.32	66.01	0.000201	5.79	21822.72	1224.71	0.19
Reach-1	107696	500-yr	146000.00	31.94	69.67	47.73	70.21	0.000200	6.29	26933.66	1250.78	0.19
rtouoii i	107000	000).	1.0000.00	01.01	00.01		70.21	0.000200	0.20	20000.00	1200.10	0.10
Reach-1	107543.*	10-yr	62900.00	32.56	58.84	43.41	59.39	0.000173	5.94	11044.55	677.49	0.22
Reach-1	107543.*	50-yr	93700.00	32.56	63.31	46.19	64.10	0.000176	7.21	14251.86	1105.56	0.25
Reach-1	107543.*	100-yr	109000.00	32.56	65.07	47.44	65.94	0.000214	7.68	16703.87	1197.13	0.25
Reach-1	107543.*	500-yr	146000.00	32.56	69.12	50.23	70.13	0.000214	8.50	21653.97	1240.15	0.25
Neacii- i	107343.	300-yi	140000.00	32.30	09.12	30.23	70.13	0.000220	0.30	21055.97	1240.13	0.20
Reach-1	107348	10 .00	62900.00	33.34	58.66	45.00	59.33	0.000423	6.57	9944.96	642.24	0.25
Reach-1	107348	10-yr 50-yr	93700.00	33.34	63.08	47.83	64.02	0.000423	7.88	12757.95	1068.36	0.23
Reach-1	107348		109000.00	33.34	64.93	49.11	65.88	0.000461	8.09	15546.86	1136.02	0.20
		100-yr										
Reach-1	107348	500-yr	146000.00	33.34	69.08	51.96	70.07	0.000425	8.54	20062.91	1267.16	0.27
Doort 1	107044 *	10	00000 00	00.10	FA ==	44.01	F0 00	0.000115	0.70	0050 05	047.01	0.00
Reach-1	107244.*	10-yr	62900.00	33.18	58.57	44.91	59.28	0.000440	6.76	9650.27	617.61	0.26
Reach-1	107244.*	50-yr	93700.00	33.18	62.95	47.84	63.96	0.000511	8.18	12243.20	1003.70	
Reach-1	107244.*	100-yr	109000.00	33.18	64.78	49.17	65.82	0.000499	8.46	14844.62	1048.42	0.29
Reach-1	107244.*	500-yr	146000.00	33.18	68.96	52.15	70.02	0.000450	8.85	19922.20	1281.63	0.28
	40===	10									***	_
Reach-1	107070	10-yr	62900.00	32.91	58.40	44.55	59.19	0.000482	7.15	9087.26	686.16	0.27
Reach-1	107070	50-yr	93700.00	32.91	62.92	47.79	63.85	0.000483	8.03	12980.53	1047.60	0.28
Reach-1	107070	100-yr	109000.00	32.91	64.76	49.24	65.71	0.000464	8.24	14814.64	1065.73	0.28
Reach-1	107070	500-yr	146000.00	32.91	68.98	52.44	69.90	0.000394	8.35	20007.60	1213.34	0.26
Reach-1	106758	10-yr	62900.00	35.14	58.22	46.52	59.03	0.000546	7.24	8755.16	577.99	0.28
Reach-1	106758	50-yr	93700.00	35.14	62.72	49.36	63.69	0.000510	8.01	12228.00	872.04	0.28
Reach-1	106758	100-yr	109000.00	35.14	64.54	50.64	65.55	0.000483	8.17	13819.89	898.32	0.28
Reach-1	106758	500-yr	146000.00	35.14	68.63	53.48	69.76	0.000411	8.30	17538.39	941.51	0.27
Reach-1	106601	10-yr	62900.00	32.85	58.17	44.04	58.94	0.000448	7.05	8965.18	518.86	0.26
Reach-1	106601	50-yr	93700.00	32.85	62.53	47.18	63.60	0.000491	8.30	11570.46	907.29	0.28
Reach-1	106601	100-yr	109000.00	32.85	64.25	48.59	65.45	0.000507	8.79	12706.82	947.59	0.29
Reach-1	106601	500-yr	146000.00	32.85	68.19	51.74	69.65	0.000507	9.58	15587.52	1058.54	0.30
Reach-1	106407	10-yr	62900.00	33.26	57.64	46.42	58.79	0.000777	8.63	7309.62	478.06	0.34
Reach-1	106407	50-yr	93700.00	33.26	61.96	49.97	63.44	0.000801	9.98	9801.31	911.54	0.36
		100-yr	109000.00	33.26	63.72	51.52	65.30	0.000790	10.38	11044.76	978.55	0.36
Reach-1	106407											
Reach-1	106407	500-yr	146000.00	33.26	67.86	55.13	69.52	0.000691	10.71	14242.15	1020.65	0.34

HEC-RAS Plan: Exist River: RIVER-1 Reach: Reach-1 (Continued)

HEC-RAS	Pian: Exist Riv	er: RIVER-1	Reach: Reach-1	(Continuea)								
Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
Reach-1	106213	10-yr	62900.00	32.19	57.74	43.51	58.57	0.000485	7.33	8634.90	473.93	0.27
Reach-1	106213	50-yr	93700.00	32.19	62.10	46.75	63.20	0.000532	8.63	11414.40	1041.56	0.29
Reach-1	106213	100-yr	109000.00	32.19	63.87	48.21	65.05	0.000530	8.99	12764.98	1053.72	0.30
Reach-1	106213	500-yr	146000.00	32.19	68.09	51.45	69.27	0.000440	8.98	16928.13	1075.25	0.28
Reach-1	106049	10-yr	62900.00	33.34	57.27	46.31	58.44	0.000796	8.70	7371.86	626.99	0.34
Reach-1	106049	50-yr	93700.00	33.34	61.69	49.69	63.07	0.000767	9.76	10441.84	1116.17	0.35
Reach-1	106049	100-yr	109000.00	33.34	63.53	51.20	64.93	0.000722	9.93	12003.09	1125.91	0.34
Reach-1	106049	500-yr	146000.00	33.34	67.71	54.75	69.16	0.000607	10.05	15577.49	1133.86	0.32
Reach-1	105946	10-yr	62900.00	33.34	57.20	46.30	58.36	0.000805	8.70	7431.26	535.85	0.34
Reach-1	105946	50-yr	93700.00	33.34	61.73	49.68	62.95	0.000699	9.30	11132.76	1144.94	0.33
Reach-1	105946	100-yr	109000.00	33.34	63.64	51.21	64.79	0.000604	9.09	13118.64	1154.12	0.31
Reach-1	105946	500-yr	146000.00	33.34	67.91	54.76	69.00	0.000439	8.56	17572.44	1162.22	0.27
Reach-1	105836	10-yr	62900.00	32.64	57.32	45.38	58.20	0.000599	7.56	8505.83	835.75	0.30
Reach-1	105836	50-yr	93700.00	32.64	61.74	48.50	62.84	0.000599	8.65	11829.41	1189.07	0.31
Reach-1	105836	100-yr	109000.00	32.64	63.59	49.90	64.72	0.000576	8.90	13548.83	1246.23	0.31
Reach-1	105836	500-yr	146000.00	32.64	67.82	52.95	68.94	0.000485	9.03	17694.26	1273.32	0.29
Reach-1	105690	10-yr	62900.00	32.64	57.22	45.37	58.11	0.000632	7.56	8477.61	709.30	0.30
Reach-1	105690	50-yr	93700.00	32.64	61.60	48.50	62.75	0.000646	8.77	11633.31	1189.42	0.32
Reach-1	105690	100-yr	109000.00	32.64	63.42	49.90	64.62	0.000631	9.11	13298.62	1242.16	0.32
Reach-1	105690	500-yr	146000.00	32.64	67.64	52.99	68.86	0.000547	9.41	17362.08	1272.63	0.30
Reach-1	105520	10-yr	62900.00	37.00	57.04	46.30	57.97	0.000681	7.80	8563.89	874.59	0.31
Reach-1	105520	50-yr	93700.00	37.00	61.62	49.12	62.51	0.000552	8.07	13629.06	1244.90	0.29
Reach-1	105520	100-yr	109000.00	37.00	63.50	50.40	64.34	0.000488	7.98	15983.21	1258.18	0.27
Reach-1	105520	500-yr	146000.00	37.00	67.78	53.26	68.55	0.000368	7.66	21422.06	1284.51	0.24

HEC-RAS Plan: Proposed (NA River: RIVER-1 Reach: Reach-1

Reach	River Sta	Profile	IVER-1 Reach: Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
rtodon	Tuvoi ota	1100	(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	110000 // 0111
Reach-1	109108	10-yr	62900.00	35.34	59.50	()	60.17	0.000606	6.53	9631.31	522.53	0.27
Reach-1	109108	50-yr	93700.00	35.34	64.04		64.95	0.000651	7.69	13157.05	993.65	0.28
Reach-1	109108	100-yr	109000.00	35.34	65.85		66.85	0.000671	8.14	14962.85	1006.36	0.29
Reach-1	109108	500-yr	146000.00	35.34	69.95		71.10	0.000683	8.95	19149.65	1038.83	0.29
Reach-1	108858	10-yr	62900.00	34.94	59.46		59.98	0.000338	5.80	10974.28	580.98	0.23
Reach-1	108858	50-yr	93700.00	34.94	64.00		64.75	0.000378	7.01	14238.37	969.47	0.25
Reach-1	108858	100-yr	109000.00	34.94	65.79		66.65	0.000396	7.52	15995.11	988.49	0.26
Reach-1	108858	500-yr	146000.00	34.94	69.87		70.92	0.000414	8.45	20105.31	1026.87	0.27
Doooh 1	100427	10.10	62000 00	26.54	E0 24		50.00	0.000426	E 77	10004 10	642.00	0.25
Reach-1	108437 108437	10-yr 50-yr	62900.00 93700.00	36.54 36.54	59.31 63.87		59.82 64.56	0.000426 0.000438	5.77 6.72	10894.19 14386.59	642.08 981.09	0.25
Reach-1	108437	100-yr	109000.00	36.54	65.67		66.45	0.000438	7.13	16231.97	1061.84	0.26
Reach-1	108437	500-yr	146000.00	36.54	69.78		70.71	0.000441	7.10	20983.06	1245.96	0.27
rtcuoii i	100407	000 yi	140000.00	00.04	00.10		70.71	0.000400	7.07	20000.00	1240.00	0.27
Reach-1	108181.*	10-yr	62900.00	37.16	59.20	47.49	59.72	0.000416	5.77	10894.63	703.10	0.26
Reach-1	108181.*	50-yr	93700.00	37.16	63.79	49.91	64.44	0.000408	6.54	15073.75	984.56	0.26
Reach-1	108181.*	100-yr	109000.00	37.16	65.60	51.00	66.32	0.000414	6.91	16916.71	1073.94	0.26
Reach-1	108181.*	500-yr	146000.00	37.16	69.74	53.40	70.57	0.000403	7.53	21796.92	1257.10	0.26
Reach-1	108025	10-yr	62900.00	37.54	59.15		59.65	0.000381	5.72	11734.14	908.75	0.24
Reach-1	108025	50-yr	93700.00	37.54	63.74		64.38	0.000373	6.58	16087.32	988.05	0.24
Reach-1	108025	100-yr	109000.00	37.54	65.55		66.26	0.000378	6.97	17905.22	1019.67	0.25
Reach-1	108025	500-yr	146000.00	37.54	69.68		70.51	0.000372	7.67	22713.78	1275.34	0.25
Reach-1	107856	10-yr	62900.00	37.54	59.07	47.33	59.58	0.000386	5.79	11369.77	777.46	0.24
Reach-1	107856	50-yr	93700.00	37.54	63.65	49.73	64.31	0.000380	6.66	15245.60	994.85	0.25
Reach-1	107856	100-yr	109000.00	37.54	65.46	50.79	66.19	0.000386	7.07	17151.90	1126.38	0.25
Reach-1	107856	500-yr	146000.00	37.54	69.67	53.17	70.43	0.000342	7.38	22495.39	1509.97	0.24
Decel 4	407040	40	00000 00	24.04	50.47	44.40	50.40	0.000450	4.00	44000.00	077.44	0.40
Reach-1	107816 107816	10-yr 50-yr	62900.00 93700.00	31.94 31.94	59.17 63.76	41.42 43.72	59.46 64.19	0.000153 0.000182	4.36 5.34	14892.99 18888.76	877.44 1191.63	0.16 0.18
Reach-1	107816	100-yr	109000.00	31.94	65.58	44.76	66.04	0.000182	5.62	22449.69	1321.86	0.18
Reach-1	107816	500-yr	146000.00	31.94	69.78	47.09	70.30	0.000184	6.09	28086.68	1370.13	0.18
rtouoii i	107010	000 yi	140000.00	01.04	00.10	41.00	70.00	0.000104	0.00	20000.00	1070.10	0.10
Reach-1	107696	10-yr	62900.00	31.94	59.10	41.83	59.44	0.000182	4.70	13876.68	892.87	0.17
Reach-1	107696	50-yr	93700.00	31.94	63.73	44.23	64.16	0.000196	5.49	19614.42	1200.23	0.18
Reach-1	107696	100-yr	109000.00	31.94	65.55	45.31	66.02	0.000201	5.79	21829.25	1224.73	0.19
Reach-1	107696	500-yr	146000.00	31.94	69.74	47.73	70.27	0.000199	6.27	27029.32	1256.75	0.19
Reach-1	107543.*	10-yr	62900.00	32.56	58.84	43.41	59.39	0.000173	5.94	11044.94	677.50	0.22
Reach-1	107543.*	50-yr	93700.00	32.56	63.31	46.19	64.10	0.000205	7.21	14252.28	1100.83	0.25
Reach-1	107543.*	100-yr	109000.00	32.56	65.08	47.44	65.95	0.000214	7.68	16663.15	1142.62	0.25
Reach-1	107543.*	500-yr	146000.00	32.56	69.18	50.25	70.19	0.000219	8.49	21398.39	1159.14	0.26
Reach-1	107348	10-yr	62900.00	33.34	58.66	45.01	59.33	0.000423	6.57	9945.25	642.27	0.25
Reach-1	107348	50-yr	93700.00	33.34	63.09	47.83	64.02	0.000481	7.88	12758.21	1087.44	0.28
Reach-1	107348	100-yr	109000.00	33.34	64.95	49.11	65.88	0.000458	8.07	15681.20	1152.78	0.27
Reach-1	107348	500-yr	146000.00	33.34	69.15	51.96	70.12	0.000419	8.49	20343.33	1279.76	0.27
Reach-1	107244.*	10-yr	62900.00	33.18	58.57	44.90	59.28	0.000440	6.76	9650.53	617.62	0.26
Reach-1	107244.*	50-yr	93700.00	33.18	62.95	47.85	63.96	0.000440	8.18	12243.66	994.59	0.26
Reach-1	107244.*	100-yr	109000.00	33.18	64.77	49.17	65.82	0.000511	8.50	14833.02	1027.05	0.29
Reach-1	107244.*	500-yr	146000.00	33.18	68.88	52.16	70.06	0.000490	9.22	18966.07	1172.68	0.29
Reach-1	107070	10-yr	62900.00	32.91	58.41	44.55	59.19	0.000482	7.15	9087.48	686.18	0.27
Reach-1	107070	50-yr	93700.00	32.91	62.92	47.79	63.85	0.000483	8.03	12989.67	1056.82	0.28
Reach-1	107070	100-yr	109000.00	32.91	64.76	49.24	65.71	0.000464	8.24	14837.93	1072.33	0.28
Reach-1	107070	500-yr	146000.00	32.91	68.98	52.44	69.91	0.000394	8.34	20036.49	1213.34	0.26
Reach-1	106758	10-yr	62900.00	35.14	58.22	46.52	59.03	0.000546	7.24	8755.35	578.01	0.28
Reach-1	106758	50-yr	93700.00	35.14	62.73	49.37	63.69	0.000510	8.01	12228.32	872.04	0.28
Reach-1	106758	100-yr	109000.00	35.14	64.54	50.64	65.55	0.000482	8.17	13820.20	898.32	0.28
Reach-1	106758	500-yr	146000.00	35.14	68.63	53.49	69.76	0.000411	8.30	17538.63	941.51	0.27
Decel 1	400001	40	00000 65	20.65	50.4-	44.01	50.01	0.000475	7.0-	0005.00	540.65	0.55
Reach-1	106601	10-yr	62900.00	32.85	58.17	44.04	58.94	0.000448	7.05	8965.36	518.87	0.26
Reach-1	106601	50-yr	93700.00	32.85	62.53	47.18	63.60	0.000491 0.000507	8.30	11570.63	907.30	0.28
Reach-1	106601 106601	100-yr 500-yr	109000.00 146000.00	32.85 32.85	64.25 68.19	48.59 51.74	65.46 69.65	0.000507	8.79 9.58	12706.92 15587.46	947.60 1058.54	0.29 0.30
r toach = 1	100001	300-yi	140000.00	3∠.00	00.19	31.74	09.05	0.000007	9.06	10007.40	1030.54	0.30
Reach-1	106407	10-yr	62900.00	33.26	57.64	46.43	58.79	0.000777	8.63	7309.63	478.06	0.34
Reach-1	106407	50-yr	93700.00	33.26	61.96	49.97	63.44	0.000777	9.98	9801.19	911.54	0.34
Reach-1	106407	100-yr	109000.00	33.26	63.72	51.52	65.30	0.000790	10.38	11044.57	978.54	0.36
Reach-1	106407	500-yr	146000.00	33.26	67.86	55.15	69.52	0.000691	10.71	14241.90	1020.65	0.34
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HEC-RAS Plan: Proposed (NA River: RIVER-1 Reach: Reach-1 (Continued)

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
Reach-1	106213	10-yr	62900.00	32.19	57.74	43.51	58.57	0.000485	7.33	8634.99	473.94	0.27
Reach-1	106213	50-yr	93700.00	32.19	62.10	46.76	63.20	0.000532	8.63	11414.45	1041.56	0.29
Reach-1	106213	100-yr	109000.00	32.19	63.87	48.21	65.05	0.000530	8.99	12764.99	1053.72	0.30
Reach-1	106213	500-yr	146000.00	32.19	68.09	51.45	69.27	0.000440	8.98	16928.13	1075.25	0.28
Reach-1	106049	10-yr	62900.00	33.34	57.27	46.31	58.44	0.000796	8.70	7371.81	626.98	0.34
Reach-1	106049	50-yr	93700.00	33.34	61.69	49.70	63.07	0.000767	9.76	10441.63	1116.16	0.35
Reach-1	106049	100-yr	109000.00	33.34	63.53	51.22	64.93	0.000722	9.93	12002.88	1125.91	0.34
Reach-1	106049	500-yr	146000.00	33.34	67.71	54.77	69.16	0.000607	10.05	15577.24	1133.86	0.32
Reach-1	105946	10-yr	62900.00	33.34	57.20	46.31	58.36	0.000805	8.70	7431.20	535.84	0.34
Reach-1	105946	50-yr	93700.00	33.34	61.73	49.70	62.95	0.000699	9.30	11132.60	1144.94	0.33
Reach-1	105946	100-yr	109000.00	33.34	63.64	51.21	64.79	0.000604	9.09	13118.55	1154.12	0.31
Reach-1	105946	500-yr	146000.00	33.34	67.91	54.77	69.00	0.000439	8.56	17572.40	1162.22	0.27
Reach-1	105836	10-yr	62900.00	32.64	57.32	45.38	58.20	0.000599	7.56	8505.86	835.76	0.30
Reach-1	105836	50-yr	93700.00	32.64	61.74	48.50	62.84	0.000599	8.65	11829.36	1189.07	0.31
Reach-1	105836	100-yr	109000.00	32.64	63.59	49.90	64.72	0.000576	8.90	13548.76	1246.22	0.31
Reach-1	105836	500-yr	146000.00	32.64	67.82	52.96	68.94	0.000485	9.03	17694.18	1273.32	0.29
Reach-1	105690	10-yr	62900.00	32.64	57.22	45.38	58.11	0.000632	7.56	8477.64	709.30	0.30
Reach-1	105690	50-yr	93700.00	32.64	61.60	48.50	62.75	0.000646	8.77	11633.21	1189.42	0.32
Reach-1	105690	100-yr	109000.00	32.64	63.42	49.90	64.62	0.000631	9.11	13298.47	1242.15	0.32
Reach-1	105690	500-yr	146000.00	32.64	67.64	52.98	68.86	0.000547	9.41	17361.89	1272.63	0.31
Reach-1	105520	10-yr	62900.00	37.00	57.04	46.30	57.97	0.000681	7.80	8563.89	874.59	0.31
Reach-1	105520	50-yr	93700.00	37.00	61.62	49.12	62.51	0.000552	8.07	13629.06	1244.90	0.29
Reach-1	105520	100-yr	109000.00	37.00	63.50	50.40	64.34	0.000488	7.98	15983.21	1258.18	0.27
Reach-1	105520	500-yr	146000.00	37.00	67.78	53.27	68.55	0.000368	7.66	21422.06	1284.51	0.24

Appendix



December 9, 2020

File No. 18-01166

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

Reference: 400 West Elm Street, LD 2015-01

TMPs #05-00-00136-003, 05-00-00136-012, 05-00-00136-021, 05-00-02472-106, 05-00-02474-205, 05-00-11873-002, 05-00-11874-001, 05-00-02696-008, 49-00-06904-004, and 49-00-06910-016

Floodplain Analysis Narrative & Calculations Review

Dear Ms. Cecco:

As requested, Gilmore & Associates, Inc. reviewed the Floodplain Analysis Narrative & Calculations, dated November 11, 2020 and revised December 2, 2020 as prepared by Bohler Engineering for Corson Street Acquisition LP.

Although the Analysis indicates a proposed increase in the Base Flood Elevation (BFE), it is minimal with the largest increase being 0.03 feet. Since all work proposed within flood fringe areas is in accordance with acceptable engineering practices, we recommend that the Floodplain Analysis be accepted by the Borough contingent upon receiving approval from FEMA for the changes to the floodplain.

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

Sincerely

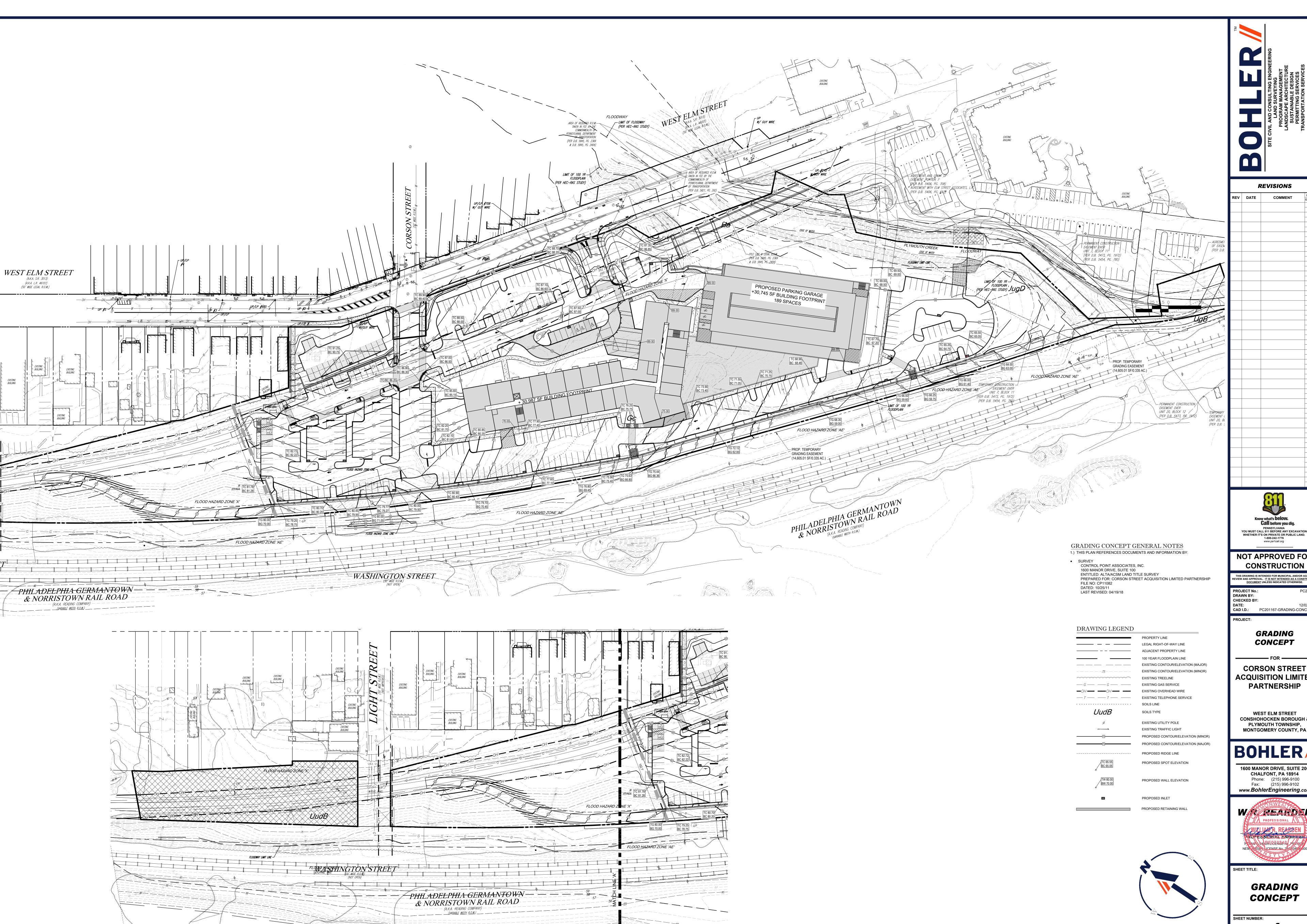
Sharon K. Dotts, P.E., CPESC Senior Project Manager Gilmore & Associates, Inc.

SKD/

cc: Eric P. Johnson, P.E., Zoning Officer

Brittany Rogers, Executive Assistant

Karen M. MacNair, P.E., Borough Engineer





REVISIONS COMMENT

Call before you dig. PENNSYLVANIA YOU MUST CALL 811 BEFORE ANY EXCAVATION WHETHER IT'S ON PRIVATE OR PUBLIC LAND. 1-800-242-1776

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GRADING

CORSON STREET ACQUISITION LIMITED

WEST ELM STREET CONSHOHOCKEN BOROUGH & PLYMOUTH TOWNSHIP,

1600 MANOR DRIVE, SUITE 200 CHALFONT, PA 18914 Phone: (215) 996-9100 Fax: (215) 996-9102

www.BohlerEngineering.com

WARRANDEN

GRADING CONCEPT

SHEET NUMBER:

ORG. DATE - 12/02/2020