

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

> Stephanie Cecco Borough Manager

OCTOBER 16, 2023 ZONING HEARING BOARD MEETING PACKET

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Zoning Administration

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> Stephanie Cecco Borough Manager

ZONING NOTICE OCTOBER 16, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-17

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 16, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: David Bucko

331 West 7th Ave

Conshohocken, PA 19428

PREMISES INVOLVED: 331 West 7th Ave

Conshohocken, PA 19428

BR-1 - Borough Residential District 1

OWNER OF RECORD: Mary Kiernan

331 West 7th Ave

Conshohocken, PA 19428

The petitioner is seeking a variance from Section 27-1005.F of the Conshohocken Borough Zoning Ordinance to demolish the existing 144 SF unenclosed porch, deck, and deck stairs located to the rear of the dwelling to construct a new 193.75 SF building addition for an enclosed all-season room on the first floor with balcony on the roof of the building addition, as well as, a new 225 SF deck addition located to the rear of the new building addition. The new building addition will result in a building coverage of 37.67% of the lot area, whereas, a maximum building coverage of 35% of the lot area is permitted within the BR-1 zoning district.

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

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

Thank you, Zoning Hearing Board



Office of the Borough Manager

Zoning Administration

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> Stephanie Cecco Borough Manager

Date: October 10, 2023

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 331 West Seventh Avenue – Zoning Determination

History of the Site:

331 West Seventh Avenue is an approximately 1,087 SF existing single-family detached residential dwelling that was constructed in 2021. The 4,200 SF property is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by West Seventh Avenue to the north; a 20 ft wide unnamed alley to the south and rear of the property; and residential properties also located within the BR-1 zoning district to the east and west. An off-street parking space and a one (1)-story detached garage is located off of the unnamed alley to the rear of the site.

Current Request:

Pursuant to a building permit application (#23-00522) submission, the Applicant, David Bucko, is proposing to demolish the existing rear porch, deck, and deck stairs to construct a new approximately 194 SF (18'-9" wide by 10'-4" long) building addition for an enclosed all-season room on the first floor with an open balcony on the roof of the new addition, as well as, a new 225 SF first floor deck located to the rear of the new addition at the above referenced property. The Applicant is seeking a variance from the Conshohocken Borough Zoning Code Section §27-1005.F to allow for an exceedance in the maximum 35% building coverage within the BR-1 – Borough Residential District 1 zoning district.

Zoning Determination:

Per §27-202 of the Conshohocken Borough Zoning Ordinance, building coverage is defined as "the ration obtained by dividing the maximum horizontal cross-section of all principal and accessory buildings on a lot (including balconies, covered porches, carports and breezeways, but excluding patios and decks) by the total area upon which the buildings are located."

The Applicant is proposing to demolish the existing approximately 144 SF rear porch and construct a new approximately 194 SF rear building addition. The resulting new building coverage will increase the total building coverage on the site from the 35% as shown on the permit plans to a building coverage of 1,582 SF or 37.67%.

Per the Conshohocken Borough Zoning Code Section §27-1005.F, the maximum building coverage shall not exceed 35% of the lot area. Therefore, the Applicant is required to seek a variance from Zoning Code Section §27-1005.F to permit a maximum building coverage of 37.67% on the lot, whereas only the maximum building coverage of 35% is permitted within the BR-1 – Borough Residential District 1 zoning district.

The proposed total impervious coverage on the site will be 1,651 SF (including the maximum 324 SF off-street parking allowance) or 39.31%, which is less than the maximum permitted impervious coverage of 60% within the BR-1 zoning district; and therefore, the site will be in compliance with impervious coverage requirement of Section 27-1005.G of the Borough Zoning Ordinance.



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

Zoning Application

Application is hereby made for:	Application: Date Submitted: Date Received:
Special Exception Variance Appeal of the decision of the zoning officer	
Conditional Use approval Interpretation of the Z	Zoning Ordinance
Other	the of the order once
Section of the Zoning Ordinance from which relief is requ	
Code Section 27-1005. F Building coverage	percentage exceeded 35%
Address of the property, which is the subject of the applic	ration:
33) W. 7th Ave Conshohocken P	la 19428
Applicant's Name: David Bucko	
Address: 331 W. 7th Ave Conshihocken	Pa 19428
Phone Number (daytime): 215-617-0117	
E-mail Address: dbucko 78 o gmail.com	11 (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Applicant is (check one): Legal Owner Equitable Own	经验证的 有效是的是一种的。
Property Owner: Mary Kichnen	Andrew Commenced of St. Control of the Control of t
Address: 331 W. 7th Ave Conshohocken Pa	19428
Phone Number:	
E-mail Address: many bleicman & gmanl. com	A Part of the Control
Lot Dimensions: 30×140 Zoning District:	BR-1

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

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

Current residence of owner. - 6' H Fence was added along the stdes and back.

- 12' + 12' flat roof was added over the existing deck.
- 6' privacy screens were added on each side of the existing deck
- Current house is 20' × 45'
- Garage is 18'x18'
- 10. Please describe the proposed use of the property.

Continued use for the current resident

to Transferant Spring Trues business

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

Cheate an all season room over the existing deck. Add now 12×20 off this.

Extend the current flat roof to 12×20. It is currently and will be framed with 6×6′ Pools, 2×10 Joists (12″0.c.) attached to the house by a ledger board, supported by 3×2×10′s across the pools.

Enclose the deck w/ framed walls, subfloor over the deck and 60 Sheethery under dech joist for insulation. Add sliding doors w/ 3 steps to a new lower 12×20 deck. Buil walk out pooch on the All scason room structure w/ 36° H parapet wall.

The additional 96′ of roof exceeds the 35% lot coverage to

37.6%

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

13.

The new proposed lot coverage is 37.6%, only 2.6% over the 35% allowable. the addition will add value to the property as well as added living space. This is also previously an a lot that was 55'x140' and was split and made below the 40' wide zoning requirement for BR-1 zones.

If the original lat or the 40'w minimum was maintained this addition would be under the 35% coverage. It can also add value to the neighborry homes as several neighbors have contracted me for deck coverage as well based on former is being requested, please describe the following: our current roof for added relief from offernow sun.

- a. The unique characteristics of the property: Single formly dwelling up a detailed garage. Originally a 55'=140' lot split to a single and a twin
- b. How the Zoning Ordinance unreasonably restricts development of the property:

 There are numerous properties exceeding the 35% coverage, as we would like to add only 2.6% over the 35% in addition to the property being built on a lot smaller than the 40'w minimum
- c. How the proposal is consistent with the character of the surrounding neighborhood. Multiple properties on the street as well as the neighborhood have roof over decks. This is just utilizing the cleck to be a functional space year wound.
- 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.

enclosing the current 12'x12 Roof would impend a window on the house. Explending it to 12020 will allow us to otherwally use a 3rd footer and avoid impending a window,

- 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 contesting the determination

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

NIA

- 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.

NIA

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

NA

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

NA

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

a. Attorney's Name: N/A

NA

b. Address: _____

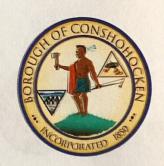
c. Phone Number:

d. E-mail Address:

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

1 de	Wy fluid	ICIBION.	
Applicant	y B Kiernan		
Legal Owner	9/11/2023	eh Übe Odiyi)	
Date	Granus (3	estion Densed - C	
COMMONW	EALTH OF PENNSYLVANIA		
COUNTY OF	MONTGOMERY	1177	
As subscribed	d and sworn to before me this		day of
Notary Publi	a space		
Ivolary I don	EMY ENGINEERING AND ANCHORS AND		
(Seal)	Commonwealth of Pennsylvania - Notary Seal Alea K. Pacell, Notary Public Montgomery County My commission expires June 28, 2025 Commission number 1302279		

Member, Pennsylvania Association of Notaries



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

Decision

(F	For Borough Use Only)		
Application Granted	Application Denied		
MOTION:			
CONDUCTIONS.			
CONDITIONS:			
BY ORDER OF THE ZONING HEAD			
	Yes	No	
The grades when an extension with the	de en recipione de la chevale de la companione de la comp		
of the consequence consequence	Selection of Contract		
DATE OF ORDER:			



Zoning Administration

MAYOR Yaniy Aronson

BOROUGH COUNCIL

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

> Stephanie Cecco Borough Manager

SENT VIA POSTAL MAIL AND CERTIFIED MAIL

July 6, 2023

Applicant:
David Bucko
DJ and D Coordinated Designs, LLC
331 W. 7th Avenue
Conshohocken, PA 19428

Property Owner: Mary B. Kiernan 331 W. 7th Avenue Conshohocken, PA 19428

Re: Building Permit Application #23-00522 - 331 W. 7th Avenue

Conshohocken Borough is in receipt of your Building Permit Application #23-00522 for the demolition of the existing porch, deck, and deck stairs to construct a new approximately 194 SF (18'-9" wide by 10'-4" long) building addition for an enclosed all-season room on the first floor with an open balcony on the roof of the new addition, as well as, a new 225 SF first floor deck located to the rear of the existing dwelling at the above referenced property. The above referenced property has a lot size of 4,200 SF and is located within the BR-1 – Borough Residential District One.

Per §27-202 of the Conshohocken Borough Zoning Ordinance, building coverage is defined as "the ration obtained by dividing the maximum horizontal cross-section of all principal and accessory buildings on a lot (including balconies, covered porches, carports and breezeways, but excluding patios and decks) by the total area upon which the buildings are located."

Per §27-1005.F of the Conshohocken Borough Zoning Ordinance, "the maximum building coverage shall not exceed 35% of the lot area. Building coverage for private garages shall be subject to the provisions of §27-811.C."

The proposed building addition will create an exceedance in the maximum permitted building coverage on the site from the existing 35% building coverage as shown on the plans submitted with the building permit application to 37.67% for the site. Since you will be required to seek a variance from Code Section 27-1005.F of the Conshohocken Borough Zoning Ordinance for approval from the Zoning Hearing Board, the requested Building Permit is **denied** at this time.





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

04/30/2021

DEED BK 6227 PG 02797 to 02801

INSTRUMENT #: 2021063460 RECORDED DATE: 06/02/2021 11:30:50 AM



5947506-0021W

MONTGOMERY COUNTY ROD

Page 1 of 5

OFFICIAL RECORDING COVER PAGE

Transaction #: Document Page Count: 6329249 - 2 Doc(s)

Operator Id:

JSorg

PAID BY:

LAND SERVICES USA INC

Land Services USA, Inc.

RETURN TO: (Simplifile)

920 Germantown Pike Ste 201 Plymouth Meeting, PA 19462-7401

(610) 279-8290 * PROPERTY DATA:

Document Type:

Document Date:

Reference Info:

Parcel ID #:

05-00-08280-00-4 331 W SEVENTH AVE

Address:

CONSHOHOCKEN PA

19428

Municipality:

Conshohocken Borough

(100%)

School District:

Colonial

* ASSOCIATED DOCUMENT(S):

\$730,000.00 CONSIDERATION/SECURED AMT: TAXABLE AMOUNT:

FEES / TAXES:

Recording Fee: Deed State RTT

Conshohocken Borough RTT

Colonial School District RTT

Total:

\$730,000.00

\$86.75

\$7,300.00 \$3,650.00

\$3,650.00

\$14,686.75

DEED BK 6227 PG 02797 to 02801

Recorded Date: 06/02/2021 11:30:50 AM

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



Jeanne Sorg Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

月32月

UPI # 05-00-08280-00-4

DJB Properties LLC, a Pennsylvania limited liability company

OŢ

Mary B. Kieman

<u>Property:</u>
331 West 7th Avenue
Conshohocken, PA 19428

Land Services USA, Inc. 920 Germantown Pike, Suite 201 Plymouth Meeting, PA 19462 Tel: 610-279-8290

STERED ARCHIVE

331 W 7th AVENUE

LEVEL NINE ARCHITECTS, LLC

3060 W. JEFFERSON ST.

PHILADELPHIA, PA 19121

WWW.LEVEL9ARCH.COM

TEL: (215) 529 - 8332

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DRAWING TITLE

COVER SHEET

REVISIONS

PROJECT NUMBER

DATE

01/17/2023

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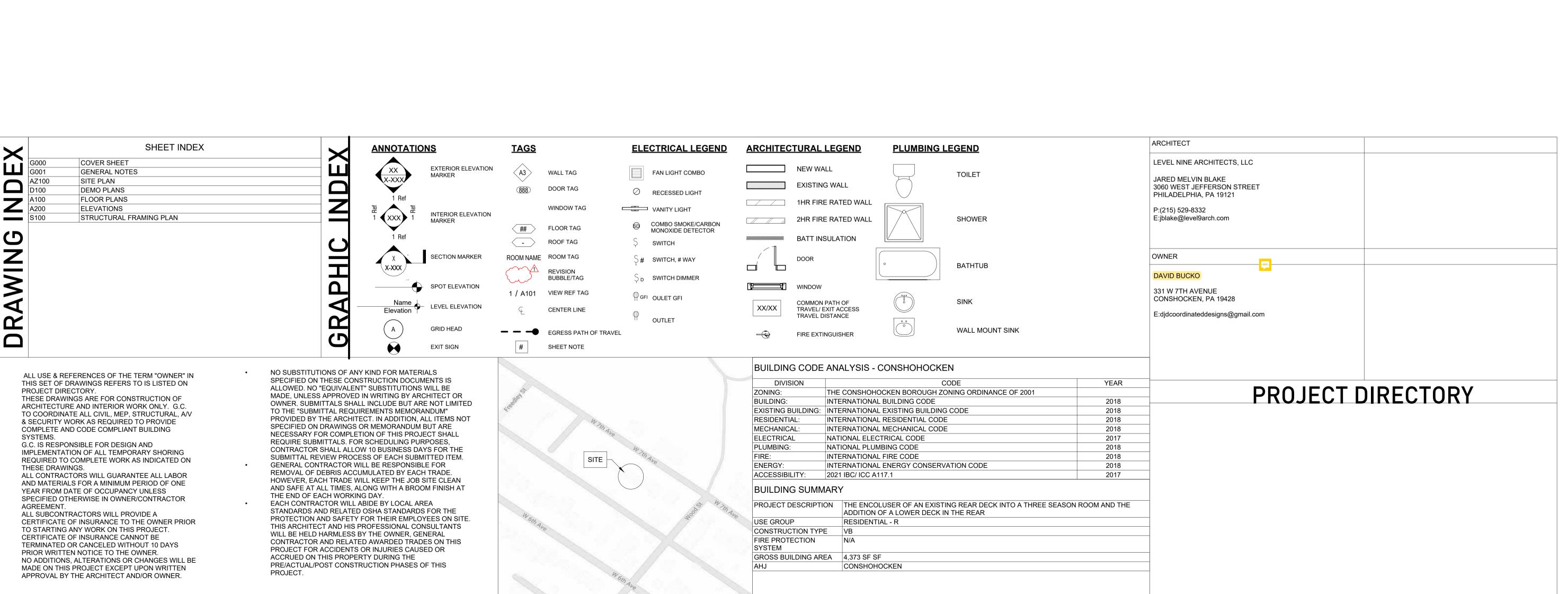
JMB/GER

SCALE

AS NOTED

DRAWING NUMBER

RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



LOCATION PLAN

GENERAL CONDITIONS

BUILDING DATA

BUCKO RESIDENCE

ADDITION

- 1.1. LEVEL NINE ARCHITECTS LLC HAS PERFORMED THE WORK AND PRODUCED THE CONTRACT DOCUMENTS IN ASSOCIATION WITH LEVEL NINE ARCHITECTS ARCHITECTURE LLC.
- ALL LEVEL NINE ARCHITECTS DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY EITHER WILL BE BINDING AS IF CALLED FOR BY ALL. ANY WORK SHOWN OR REFERRED TO ON ANY ONE SET OF DRAWINGS SHALL BE PROVIDED AS THOUGH SHOWN ON ALL RELATED DRAWINGS
- 3. THE CONTRACTOR SHALL NOTIFY LEVEL NINE ARCHITECTS IMMEDIATELY IF HE CANNOT COMPLY WITH ALL NOTES CALLED FOR ON THIS SHEET AND/OR ALL OTHER LEVEL NINE ARCHITECTS DRAWINGS.
- 4. PRIOR TO THE SUBMISSION OF ANY PROPOSAL, THE CONTRACTOR SHALL INSPECT THE SITE TO DETERMINE TH EXTENT OF THE WORK TO
- 5. DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS. THE CONTRACTOR 23. THE CONTRACTOR SHALL PROVIDE PROOF OF PAYMENT TO ALL SHALL NOTIFY LEVEL NINE ARCHITECTS OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, THESE NOTES, DIMENSIONS, AND FIELD CONDITIONS BEFORE COMMENCING ANY WORK, AND REQUEST CLARIFICATION.
- 6. THE CONTRACTOR SHALL PROVIDE THE OWNER AND/OR LEVEL NINE ARCHITECTS WITH FIELD PROGRESS SCHEDULES FOR EACH PHASE OF WORK AT REQUEST
- 7. THE USE OF THE WORDS "PROVIDE" OR "PROVIDED" IN CONNECTION NOTED, THAT SUCH ITEMS SHALL BE FURNISHED AND INSTALLED, AND CONNECTED WHERE SO REQUIRED.
- 8. THE CONTRACTOR SHALL PERFORM ALL WORK IN COMPLIANCE WITH ANY AND ALL APPLICABLE ADA REGULATIONS, CITY, STATE, AND FEDERAL BUILDING AND LIFE SAFETY CODES INCLUDING BUT NOT
- 8.1. THE LATEST EDITION OF THE INTERNATIONAL CODE COUNCIL'S IBC
- 2009 (BUILDING CODE) INCLUDING LATEST REVISIONS. ALL WORK PERFORMED AND ALL MATERIAL SUPPLIED SHALL BE IN OF THE VARIOUS BUREAUS HAVING JURISDICTION, INCLUDING THE FIRE UNDERWRITERS LABORATORY AND, WHERE APPLICABLE, THE LATEST EDITION OF THE AMERICAN SOCIETY OF HEATING REFRIGERATION AND AIR CONDITIONING MANUAL, THE NATIONAL ELECTRICAL CODE, THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION MANUAL APPLICABLE UTILITY REQUIREMENTS.
- 8.3. ANY WORK SHOWN ON THE DRAWINGS OR DESCRIBED TO BE INSTALLED ARE SUBJECT TO THE LAWS, ORDINANCES, OR ANY NEW WORK NOT INSTALLED AS PER RELEVANT CODES AN REGULATIONS SHALL BE MODIFIED TO BRING IT INTO CONFORMITY WITH THESE LAWS, ORDINANCES AND REGULATIONS, WITHOUT ADDITIONAL COST TO THE OWNER/ TENANT.
- 9. ALL MATERIALS ITEMS AND FIXTURES SHALL BE INSTALLED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND INDUSTRY STANDARDS
- 10. LEVEL NINE ARCHITECTS WILL NOT ACCEPT ANY VARIATION IN MATERIALS OR METHODS OF CONSTRUCTION WITHOUT PRIOR APPROVAL, ALL ITEMS "APPROVED EQUAL" OR OTHER GENERAL TERMS ARE USED IT SHALL BE UNDERSTOOD THAT REFERENCE IS MADE TO THE4. RULING AND JUDGMENT OF LEVEL NINE ARCHITECTS, SUBSTITUTIONS FOR MATERIALS SPECIFIED ON THE CONSTRUCTION DOCUMENTS SHALL NOT BE ALLOWED WITHOUT APPROVAL FROM LEVEL NINE ARCHITECTS.
- 11. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL 5. BACKFILL AT LAWNS AND UNPAVED AREAS SHALL BE FREE DEBRIS, BUILDING SERVICES, TEMPORARY FIRE PROTECTION TRASH REMOVAL, VEGETABLE MATTER, WASTE AND FROZEN MATERIALS. AND COMPLIANCE WITH CONSTRUCTION REGULATIONS. CONTRACTOR 6. ALL SLABS ON GRADE SHALL BEAR ON CRUSHED STONE CAPABLE O SHALL COMPLY WITH THE RULES OF THE BUILDING AS TO THE HOURS OF SUPPORTING 2,000 P.S.F. WHERE NOTED AND REQUIRED. AVAILABILITY OF BUILDING ELEVATORS AND MANNER OF HANDLING 7. MATERIALS, EQUIPMENT AND DEBRIS TO AVOID CONFLICT OR INTERFERENCE WITH THE NORMAL BUILDING OPERATIONS. CONTRACTOR TO THOROUGHLY CLEAN ALL NEW WORK PRIOR TO TURNING OVER SPACE TO TENANT.
- 12. CONTRACTOR SHALL PROVIDE CUTS, SAMPLES AND/OR SHOP DRAWINGS SECTION R404. INCLUDING, BUT NOT LIMITED TO THE FOLLOWING ITEMS, SUBMITTED 8. DO NOT BACKFILL FOUNDATION WALLS UNTIL FLOOR HAS BEEN INFORMATION IS FOR LEVEL NINE ARCHITECTS REVIEW AND APPROVAL PRIOR TO THE PURCHASE AND INSTALLATION OF ITEMS, IF THE SUBMITTAL OR SHOP DRAWING PROCESS IS OMITTED, GC ASSUMES RESPONSIBILITY FOR THE ITEMS
- 12.1. SAMPLES 12.2. TINTED/TREATED GLASS
- 12.3. WOOD MILLWORK/ VENEER
- 12.4. PAINT COLORS ON DRYWAL 12.5. STAIN ON APPROPRIATE WOOD
- 12.6. MARBLE/GRANITE/ QUARTZ 12.7. FLOORING MATERIALS
- 12.8. CUT SHEETS
- 12.9. PLUMBING FIXTURE 12.10. LIGHTING FIXTURES
- 12.11. DRINKING FOUNTAINS 12.12. APPLIANCES
- 12.13. KITCHEN CABINETS 12.14. TOILET ROOM ACCESSORIES
- 12.15. SHOP DRAWING 12.16. ENGINEERED LUMBER
- 12.17. MILLWORK 12.18. STEEL CONSTRUCTION
- 12.19. CUSTOM FABRICATION 12.20. SPRINKLER

12.21. SIGNAGE

- 13. ALL DIMENSIONS ARE TAKEN TO THE FINISHED FACE OF PARTITIONS IN METAL STUD WALL CONSTRUCTION, UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TAKEN TO THE FACE OF THE STUD IN WOOD CONSTRUCTION PARTITIONS, UNLESS OTHERWISE NOTED, ALI PARTITIONS ABUTTING MULLIONS OR COLUMNS AT EXTERIOR WALL SHALL BE ON CENTERLINE OF MULLION OR COLUMN, UNLESS
- 14. WHERE EXISTING CONDITIONS ARE DISRUPTED BY CONSTRUCTION OR WHERE NEW WORK JOINS EXISTING, ALL WORK IS TO BE CAREFULLY INTEGRATED TO MAKE A FINISHED, MONOLITHIC JOB. MATCH EXISTING MASONRY WHERE REQUIRED, PROTECT EXISTING WORK THROUGHOUT THE PERIOD1. ALL HOLLOW LOAD-BEARING BLOCK TO CONFORM TO ASTM C90, ALL 5. BACK PAINT FLASHINGS WITH BITUMINOUS PAINT, WHERE EXPECTED OF CONSTRUCTION. CONTRACTOR TO THOROUGHLY CLEAN ALL EXISTING SOLID BLOCK TO CONFORM TO C145. MINIMUM NET COMPRESSIVE AND NEW WORK PRIOR TO TURNING SPACE OVER TO THE TENANT.
- THESE MUST ALWAYS BE USED AS A COMPLETE SET. DO NOT DISTRIBUTE SEPARATE SHEETS. IF GC DOES NOT DISTRIBUTE FULL SET THEY ASSUME FULL RESPONSIBILITY FOR COORDINATION. 16. ALL DETAIL DIMENSIONS, FINISHES AND MISCELLANEOUS ITEMS SHALL
- BE "BUILDING STANDARD" UNLESS OTHERWISE INDICATED, "BUILDING 3. STANDARD" REFERS BOTH TO THE QUALITY OF THE BUILDING MATERIALS AND TO THEIR METHOD OF INSTALLATION, ALL ITEMS REFERRED TO AS "BUILDING STANDARD" OR "STANDARD" SHALL MEET 4 THESE CRITERIA UNLESS OTHERWISE NOTED
- 17. ALL NOTED DIMENSIONS FOR OUTLET AND FIXTURE LOCATIONS ARE CRITICAL ACCURACY TO WITHIN 1" IS REQUIRED, ANY PROBLEM MEETING THESE DIMENSION REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF LEVEL NINE ARCHITECTS PRIOR TO THE COMMENCEMENT OF WORK, APPROVAL MUST BE OBTAINED IN WRITING FROM LEVEL NINE ARCHITECTS FOR ANY DIMENSIONAL DEVIATION FROM THE CONTRACT DOCUMENTS.
- 18. IMMEDIATELY UPON AWARD OF CONTRACT, GC SHALL CHECK CURRENT 1. STEELWORK SHALL CONFORM TO THE CURRENT SPECIFICATIONS FOR STOCK OF ALL ITEMS INCLUDING BUT NOT LIMITED TO: CARPET WALL COVERING AND LAMINATE, IF AT THIS TIME SPECIFIED ITEMS ARE OUT OF STOCK OR DISCONTINUED, CONTRACTOR SHALL PROVIDE LEVEL NINE ARCHITECTS AND/OR CLIENT A MINIMUM OF 2 SELECTIONS OF
- SUBSTITUTIONS 19. THE CONTRACTOR SHALL PROVIDE THE MANUFACTURER'S

- RECOMMENDED MAINTENANCE SCHEDULE AND/OR PROGRAM FOR EACH EQUIVALENT CAPACITY AND WELDABILITY TO ASTM SPECIFICATIONS SPECIFIED PIECE OF EQUIPMENT, APPLIANCE AND/OR FINISH MATERIAL INCLUDING REFERENCE TO TYPE OF CLEANING EQUIPMENT TO BE USED 3. ALL STEEL SHALL BE PAINTED WITH ONE SHOP COAT OF PROTECTIVE TO THE OWNER, INCLUDE ALL WARRANTIES GUARANTEES AND INSTRUCTION MANUALS
- D. BY PERFORMING WORK UNDER THIS CONTRACT, THE CONTRACTOR AGREES TO GUARANTEE ALL WORK AND EQUIPMENT PROVIDED BY HIM OR HIS SUBCONTRACTS AGAINST DEFECTIVE MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE. IF SPECIFICATIONS PROVIDE FOR ANY OTHER ADDITIONAL. GUARANTEE SUCH GUARANTEE SHALL BE INCLUDED IN A WRITTEN STATEMENT, UPON RECEIPT OF NOTICE FROM THE TENANT, AND AT NO 6. STEEL LINTELS FOR NON-BEARING EXTERIOR MASONRY WALLS AND EXPENSE TO THE TENANT THE CONTRACTOR SHALL PROMPTLY COMPLY WITH THE PROVISIONS OF SUCH GUARANTEES
- 21. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL DELIVER TO * LEVEL NINE ARCHITECTS AND TO THE TENANT "AS-BUILT" DRAWINGS. * 4'-0" TO 6'-0" USE 1 ANGLE - 4"X3/"X 5/16' THESE DRAWINGS SHALL INCLUDE ANY REVISIONS TO THE STRUCTURAL, ELECTRICAL, AND AIR DISTRIBUTION SYSTEMS. "AS-BUILTS" SHALL CONSIST OF A NEATLY MARKED UP SET OF
- BLACK-LINE PRINTS 22. THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS AND CERTIFICATES, AS REQUIRED BY THE LOCAL AND STATE LAWS AND FIRE 6.2. BEARING AT EACH END SHALL BE 6" BUT NOT LESS THAN 1" FOR UNDERWRITERS CERTIFICATE OF INSPECTION, AND BE RESPONSIBLE FOR OBTAINING A CERTIFICATE OF OCCUPANCY.
- SUBCONTRACTORS, MATERIALS, AGENTS, ETC. TO THE OWNER SO AS NOT TO INCUR LIENS AGAINST THE OWNER OF HIS PREMISES. 24. THE CONTRACTOR SHALL ADVISE THE UTILITY COMPANY OF THE PROPOSED LOAD IMMEDIATELY AFTER BEING AWARDED THE CONTRACT. ALL EQUIPMENT MUST BE APPROVED BY THE UTILITY COMPANY HAVING 2. ALL FRAMING LUMBER 2X6 OR GREATER SHALL BE NO. 2 OR BETTER JURISDICTION, ALL DETAILS OF SERVICE INCLUDING INSTALLATION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTILITY
- RECEPTACLES, VALVES, UNION, AND OTHER APPURTENANCE WITH ANY ITEM SPECIFIED IS INTENDED TO MEAN, UNLESS OTHERWISE 25. UPON AWARD OF THE CONTRACT, THE GENERAL CONTRACTOR IS TO PROVIDE A COMPLETE LIST OF SUBCONTRACTORS WORKING ON THE PROJECT INCLUDING PHONE NUMBERS AND CONTACT NAME 26. THE CONTRACTOR ALSO AGREES, UPON SUBMITTING A BID AND
 - ACCEPTING AWARD OF CONTRACT, THAT IT SHALL SECURE SIMILAR CERTIFICATIONS AND WAIVERS FROM EACH OF ITS SUBCONTRACTORS FOR THE PROJECT WAIVING THEIR RIGHTS TO REVOVER AGAINST THE OWNER ARCHITECT OR ANY OF THE ARCHITECTS CONSULTANTS FOR INCREASED COSTS OF CONSTRUCTION OR DELAY IN CONSTRUCTION DUE TO ANY ALLEGED MISREPRESENTATION, ERROR OR OMISSION IN THE
- ACCORDANCE WITH ALL RULES, REGULATIONS AND ORDINANCES 27. LEVEL NINE ARCHITECTS SHALL HAVE NO RESPONSIBILITY FOR THE DISCOVERY, PRESENCE, HANDLING, REMOVAL/DISPOSAL, OF OR EXPOSURE OF PERSONS TO HAZARDOUS MATERIAL IN ANY FORMAT AT THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO ASBESTOS,

GENERAL SPECIFICATIONS (RESIDENTIAL CONSTRUCTION)

SITE WORK (NOTE: PROVIDE COMPACTION REPORT AS REQUIRED REGULATIONS OF ANY OF THE AUTHORITIES HAVING JURISDICTION. 1. PRESUMPTIVE SOIL BEARING CAPACITY IS 2,000 PSF ON UNDISTURBED 9. INSTALL CODE COMPLIANT PRESSURE TREATED LUMBER WHERE SOIL. ALL CONCRETE FOOTINGS SHALL BEAR ON UNDISTURBED SOIL OR ENGINEERING FILL, BOTTOM OF FOOTINGS SHALL BE 3'-0" BELOW 10. ALL HEADERS AT BEARING CONDITIONS SHALL BE OF SIZES SHOWN ON 20. PROVIDE A MINIMUM OF R-13 INSULATION FOR FOUNDATION WALLS FINISH GRADE, OR BELOW FROST LINE, WHATEVER MINIMUM IS

NO EXCAVATIONS SHALL BE MADE WHOSE DEPTH BELOW THE FOOTING IS GREATER THAN TWO TIMES THE HORIZONTAL DISTANCE FROM THE NEAREST EDGE OF THAT FOOTING. ALL BACKFILL AT STRUCTURES, SLABS, STEPS, AND PAVEMENTS SHALL

BE CLEAN GRANULAR FILL. COMPACT TO 95 PERCENT MAXIMUM DRY

12. ROOF SHEATHING: APA APPROVED 7/16" EXTERIOR GRADE OSB OR 1/2" DENSITY DETERMINED IN ACCORDANCE WITH ASTM D-1557. BUILDING SITE SHALL BE DRY SO THAT EROSION WILL NOT OCCUR IN THE FOUNDATION ALL BACKFILL AT STRUCTURES, SLABS, STEPS, AND PAVEMENTS SHALL 13. FLOOR SHEATHING TO BE 3/4 " INTERIOR/EXTERIOR ENGINEERED BE CLEAN GRANULAR FILL. COMPACT TO 95 PERCENT MAXIMUM DRY

DENSITY DETERMINED IN ACCORDANCE WITH ASTM D-1557. BUILDING

SITE SHALL BE DRY SO THAT EROSION WILL NOT OCCUR IN THE FOUNDATION. BACKFILL SHALL BE BROUGHT UP EQUALLY ON EACH SIDE OF WALLS THE MAXIMUM DEPTH OF UNBALANCED FILL AGAINST THE FOUNDATION WALLS SHALL BE COMPUTED AS FOLLOWS: DEPTH IS MEASURED FROM THE FINISH GRADE AT THE EXTERIOR SIDE OF THE BUILDING DOWN TO THE TOP OF THE BASEMENT FLOOR OR THE TOP OF INSIDE GROUND LEVEL. THE MAXIMUM DEPTH OF UNBALANCED FILL IS AS PER IRC-2009,

APPLIED TO STRUCTURE, THE GENERAL CONTRACTOR MUST TAKE MEASURES TO CONTROL SOIL EROSION OF STEEP BANK DURING CONSTRUCTION, WHEN NEW CONSTRUCTION IS COMPLETE. THE GENERAL CONTRACTOR SHALL REGRADE DISTURBED BANK AREAS BACK TO NATURAL STATE AND REPLANT SUITABLE VEGETATION TO

PREVENT EROSION.

- ALL REINFORCED CONCRETE SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE CURRENT ACI-318 "BUILDING CODES REQUIREMENTS FOR REINFORCED CONCRETE
- CONCRETE DRIVEWAYS, CURBS, WALKS, PORCHES, CARPORT SLABS, STEPS AND OTHER FLATWORK EXPOSED TO THE WEATHER, AND GARAGE²². ALL DECKS CALCULATED AT 40# LIVE LOAD AND BALCONIES AT 60 # FLOOR SLABS SHALL BE AIR-ENTRAINED AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 P.S.I. ALL REMAINING CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000
- REINFORCING STEEL SHALL CONFORM TO ASTM-A615 GRADE 60.
- 4. IN ON-GRADE CONCRETE SLABS THE W.W.F. REINFORCEMENT SHALL BE25. PARALAMS OR EQUAL SHALL NOT BE DRILLED, NOTCHED OR CUT IN ANY LOCATED MIDWAY IN THE SLAB THICKNESS. (WHERE APPLICABLE) ALL CONCRETE EXPOSED TO TEMPERATURE CHANGES SHALL BE AIR-ENTRAINED. CONCRETE REINFORCING BARS ARE NOT REQUIRED AT THERMAL AND MOISTURE PROTECTION FOOTINGS BEARING ON UNDISTURBED OR ENGINEERED SOILS WITH
- APPROPRIATE BERING CAPACITY THE TOP OF ALL FOOTINGS SHALL BE ROUGHENED PRIOR TO POURING THE WALL. PROVISIONS MUST BE TAKEN TO PROTECT ALL CONCRETE WORK FROM FROST DAMAGE WITH SPECIAL ATTENTION PAID TO FOOTINGS AND OTHER ON-GRADE CONSTRUCTION PRIOR TO BACKFILLING AND ENCLOSING THE BUILDING
- APPLIED TO STRUCTURE. STRENGTH (F'M) SHALL BE 1.000 P.S.I

DO NOT BACKFILL FOUNDATION WALLS UNTIL FLOOR HAS BEEN

- 15. CONTRACTOR TO PROVIDE EACH TRADE WITH COMPLETE SET OF PLANS. 2. NON- BEARING VENEER WALLS SHALL BE SET IN PORTLAND CEMENT 6. MORTAR TYPE SW COMPRESSIVE STRENGTH (F'M) 3,000 P.S.I.. INSTALL GALVANIZED METAL MASONRY WALL TIES SPACED AT 16" VERTICAL AND 24" HORIZONTAL SPACING STAGGERED. OWNER TO MAKE FINISH MATERIALS SELECTION. FILL CMU CELLS WITH GROUT AT ALL UNITS TO RECEIVE EXPANSION
 - ANCHORS OR LOCATED DIRECTLY BELOW BEARING WALLS, DOORS AND DOOR FRAMES. MORTAR AND GROUT SHALL MEET REQUIREMENTS OF ASTM C270 AND 8. REQUIREMENTS SPECIFIED HEREIN. TYPE M MORTAR SHALL BE USED FOR EXTERIOR WALLS BELOW GRADE; TYPE S MORTAR SHALL BE USED FOR WALLS AND PARTITIONS ABOVE GRADE. ALL TOP COURSE BLOCK UNITS TO BE SOLID OR FILLED SOLID WITH
 - THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS AS ADOPTED BY THE A.I.S.C. CONNECTIONS SHALL BE BOLTED OR WELDED. BOLTS SHALL CONFORM TO ASTM A-325 AND BE 3/4 " DIAMETER UNLESS NOTED OTHERWISE ALL STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH ASTM

SPECIFICATIONS A-36. STEEL FOR PIPE COLUMNS SHALL BE OF

- 4. ERECTOR SHALL PROVIDE ADEQUATE TEMPORARY BRACING FOR LATERAL STABILITY UNTIL STUD WALLS, PLYWOOD, ROOF TRUSSES AND
- SHEATHING ARE IN PLACE PROVIDE BASE PLATE FOR ALL STRUCTURAL STEEL BEAMS BEARING ON MASONRY, PROVIDE STANDARD ANCHORS, INSERTS, TIES, CLIPS, ANCHOR STRAPS, HANGARS, BOLTS, AND OTHER HARDWARE AND FASTENING DEVICES AS MAY BE REQUIRED
- EXTERIOR MASONRY VENEER SHALL BE: 6.1. FOR EACH 4" THICKNESS OF WALL AND OPENING: LESS THAN 4'-0" USE 1 ANGLE - 3/"X3/"5/16 * 6'-0" TO 7'-6" USE 1 ANGLE - 5"X3/X5/16"
- * 7'-6" TO 9'-4" USE 1 ANGLE 6"X3/X5/16 OVER 9'-4" SEE STRUCTURAL DRAWINGS LINTELS IN PAIRS SHALL BE BOLTED TOGETHER WITH 3/4 DIAMETER BOLTS @ 18" O.C.

WOOD AND PLASTICS

EACH FOOT OF SPAN.

1. ALL WOODS AND WOOD CONSTRUCTION SHALL COMPLY WITH SPECIFICATIONS AND CODES WITH MODIFICATIONS AS SPECIFIED

HEM-FIR WITH A MIN. ALLOWABLE EXTREME FIBER STRESS IN BENDING 14. (FB) OF 850 PSI AND MODULES OF ELASTICITY (E) OF 1,300,000 PSI. COMPANY. THIS INCLUDES ALL ITEMS SUCH AS DISCONNECT SWITCHES 3. ALL STRUCTURAL LUMBER SHALL BE STAMPED IN ACCORDANCE WITH THE AMERICAN INSTITUTE OF CONSTRUCTION'S "CONSTRUCTION

> 4. ALL GLU-LAMINATED BEAMS SHALL CONFORM TO A.I.T.C. SPECIFICATIONS, GLU-LAMINATED BEAMS SHALL BE SOUTHERN PINE OR HEM-FIR AS PER THE PROPERTIES LISTED IN THE LOAD CALCULATIONS ON THE GENERAL SPECIFICATIONS SHEET DESIGN, FABRICATION, INSTALLATION OF TRUSSES AND SHEET METAL CONNECTORS SHALL BE IN ACCORDANCE WITH THE FOLLOWING

STANDARDS AND SPECIFICATIONS ALL MEMBERS OF ALL TRUSSES TO BE FABRICATED FROM STRESS GRADE LUMBER HAVING THE FOLLOWING MINIMUM PROPERTIES LISTED UNDER THE LOAD CALCULATIONS ON THE GENERAL SPECIFICATIONS

SHOP DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF PROPOSED CONSTRUCTION SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION 18. PROVIDE AND INSTALL 1" THICK RIGID FOAM PLASTIC INSULATION OF TRUSSES. SHOP DRAWINGS SHALL INCLUDE THE FOLLOWING ITEMS: ASBESTOS PRODUCTS, POLYCHLORINATED SIPHENYL (PCB) OR OTHER 8. HANGERS, FRAMING ANCHORS AND FASTENERS; PROVIDE AND INSTALL STAMPED AND FABRICATED STEEL OF TYPE INDICATED (AS REQUIRED) NAILS TO BE THOSE FURNISHED BY MANUFACTURER FOR THIS SPECIFIC 1 USE. NAILS SHALL BE FULLY DRIVEN IN ALL HOLES IN THE ANCHOR. "TECO", "TRIMFAST", "SIMPSON" OR "ARTCOR", CONFORMING TO THE REQUIREMENTS INDICATED SHALL BE PROVIDED.

LUMBER IS IN CONTACT WITH CONCRETE 11. ALL HEADERS AT NON-BEARING CONDITIONS SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE: OPENING SIZE HEADER

UP TO 4'-0" [2] 2"X6" 4'-0" TO 6'0" (2) 2"X8" 6'-0" TO 9'-0" (2) 2"X10"

CDX PLYWOOD WITH METAL CLIPS AT MIDSPAN BETWEEN TRUSSES OR WOOD RAFTERS WHENEVER SPACING IS GREATER THAN 16" O.C. UNLESS NOTED OTHERWISE

SHEATHING USING LOW VOC RESIN (UNLESS NOTED OTHERWISE). WALL SHEATHING: SHALL BE APA APPROVED 7/16" EXTERIOR GRADE OSB. INSTALLATION SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS. ALL CORNERS SHALL HAVE 7/16" EXTERIOR OSB DOORS, WINDOWS AND GLASS SHEATHING FOR A DISTANCE OF 8'-0" FROM CORNER TO PROVIDE LATERAL BRACING PROVIDE WALL BRACING PER PA ACT 1. 5. MAINTAIN A MINIMUM OF 12"+ CLEARANCE FROM ALL WOOD FRAMING MEMBERS TO EXPOSED EARTH, ALL WOOD FRAMING MEMBERS INCLUDING WOOD SHEATHING, WHICH REST ON EXTERIOR FOUNDATION WALLS AND ARE LESS THAN 12"+ FROM EXPOSED EARTH SHALL BE OF 1.2. APPROVED NATURAL DURABLE OR PRESSURE-TREATED WOOD.

16. PROVIDE JACK STUDS AT ALL WALL ROUGH OPENINGS OVER 6'-0". PROVIDE (2) 2X 'JACK' STUDS AND (1)2X 'KING' STUD AT EACH END OF ALL HEADERS/BEAMS, TYPICAL UNLESS OTHERWISE NOTED. 17. PROVIDE DOUBLE 2X FRAMING, DOUBLE "T"-JOISTS WITH FILLER BLOCKING OR AN ENGINEERED LAMINATED BEAM AT ALL FLOOR OR CEILING OPENINGS

18. MANUFACTURED FLOOR JOISTS. ROOF RAFTERS AND BEAMS SHALL BE INSTALLED PER ALL MANUFACTURER'S RECOMMENDATIONS AND INSTALLATION DETAILS

19. "2-STUD" CORNERS AT ALL EXTERIOR FRAMING CORNERS TO ACCOMMODATE FULL "THERMAL BREAK" INSULATION. 20. "LADDER" FRAMING TO BE APPLIED AT ALL CONNECTIONS OF INTERIOR WALLS TO EXTERIOR WALL TO ACCOMMODATE FULL "THERMAL BREAK"

INSULATION.

21. "CRIPPLE" STUDS BELOW WINDOW OPENINGS TO FOLLOW WALL STUD SPACING. NO CRIPPLES REQUIRED AT FRAMING SILL CONNECTION TO "JACK" OR "KING" STUDS

LIVE LOAD. ON DWELLINGS USING TJI OR I TYPE JOISTS, PROVIDE TIMBERSTRAND OR MICROLAM BAND JOIST WHERE FUTURE SUN DECKS ARE A PROBABILITY. 23. FIREPLACE AND BOW/BAY WINDOW BUMP-OUTS TO BE FLASHED

AND/OR SIDED ON THE UNDERSIDE WHEN CANTILEVERED. WELDED WIRE FABRIC SHALL BE 6X6-W2.9XW2.9 AND CONFORM WITH 24. ALL POSTS AND POINT LOADS MUST BE CONTINUOUSLY SUPPORTED FROM THE INITIAL BEARING POINT TO THE FOUNDATION OR STEEL. MANOR EXCEPT TO LENGTH, WITHOUT ARCHITECTS APPROVAL

THE FOLLOWING SPECIFICATION SHALL GOVERN WITH MODIFICATIONS AS SPECIFIED HEREIN: AMERICAN SOCIETY OF HEATING, REFRIGERATION AND AIR CONDITIONING ENGINEERS (ASHRAE) HANDBOOK OF FUNDAMENTALS

INSTALL FLASHING AND SHEET METAL IN COMPLIANCE WITH "ARCHITECTURAL SHEET METAL MANUAL" BY SMACNA. ALUMINUM FLASHING SHALL CONFORM TO ASTM B-209, AND THE MINIMUM 0.016" THICK STANDARD BUILDING SHEET OF PLAIN FINISH. 4. GALVANIZED STEEL FLASHING SHALL CONFORM TO ASTM A-526, 0.20 PERCENT COPPER. 26 GAUGE (0.0179"): ASTM A525, DESIGNATED G 90 HOT-DIP GALVANIZED, MILL PHOSPHATIZED.

TO BE IN CONTACT WITH CEMENTITIOUS MATERIALS OR DIS-SIMILAR METALS. ALL NAILS THAT COME IN CONTACT WITH ACQ SHALL BE COPPER OR PER IRC SECT R. OTHER APPROVED MATERIALS. PROVIDE APPROVED FASTENERS @ ALL 11. PROVIDE TEMPERED SAFETY GLASS AT ALL HIGH HAZARD AREAS, AT P. L. LUMBER LOCATIONS

7. PROVIDE AND INSTALL FLASHING AT ALL ROOF TO WALL CONDITIONS, PROJECTIONS OF WOOD BEAMS THROUGH EXTERIOR WALLS, EXTERIOR 13. ALL WINDOWS UNDER THE FOLLOWING CONDITIONS SHALL HAVE OPENINGS, AND ELSEWHERE AS REQUIRED TO PROVIDE WATERTIGHT/WEATHERPROOF PERFORMANCE ROOF VALLEY FLASHING SHALL BE PROVIDED OF NOT LESS THAN NO. 28 13.2. BOTTOM EDGE LESS THAN 18" A.F.F. GALVANIZED SHEET GAUGE CORROSION-RESISTANT METAL OR COPPER 13.3. TOP EDGE GREATER THAN 36" A.F.F.

9. ROOFING AS NOTED ON DRAWING SHOULD BE: SHINGLES SHALL BE ASPHALT-FIBERGLASS COMPOSITION THREE-TAB CONFORMING TO U.L. CLASS"A" FIRE RESISTANCE, U.L. WIND RESISTANCE, ASTM D3462 AND ASTM D3018 TYPE 1 WITH A 20 YEAR (MIN) LIMITED MFR WARRANTY. COLOR AS SELECTED BY OWNER. SHINGLES SHALL BE INSTALLED AS

AND SHALL HAVE THE FLOW LINE FORMED AS PART OF THE FLASHING.

PER MANUFACTURER'S INSTRUCTIONS. PROVIDE ICE SHIELD AS 'REQUIRED BY CODE. PROVIDE AND INSTALL ONE LAYER NO.15 ASPHALT SATURATED UNPERFORATED ORGANIC FELT COMPLYING WITH ASTM D226 TYPE 1, 36" WIDE, APPROXIMATE WEIGHT 18 LBS. PER SQUARE; UNDER ROOF

SHINGLES, LAPPING SUCCEEDING COURSES 2" (MIN.). PROVIDE NO. 90 ASPHALT ROLL ROOFING AT ALL VALLEYS, AT ALTERNATE LACE VALLEYS PROVIDE TWO (2) LAYERS NO. 15 ORGANIC FELT UNDER

SHINGLES OR ONE (1) LAYER NO. 30 ORGANIC FELT ENCLOSED ATTIC SPACES AND ROOF RAFTERS SHALL HAVE CROSS VENTILATION FOR EACH SEPARATE SPACE BY VENTILATING OPENINGS PROTECTED AGAINST THE ENTRANCE OF RAIN. THE NET FREE VENTILATING AREAS SHALL NOT BE LESS THAN 2/3 OF ONE PERCENT (1%) OF THE HORIZONTALLY PROJECTED ROOF AREA, OR 1/3 OF ONE PERCENT (1%) IF AT LEAST 50% OF THE REQUIRED VENTILATING AREA IS PROVIDED BY VENTILATORS LOCATED IN THE UPPER PORTION OF THE SPACE TO BE VENTILATED AT LEAST 3 FEET ABOVE EAVE OR CORNICE VENTS WITH THE BALANCE OF THE REQUIRED VENTILATION PROVIDED BY EAVE OR CORNICE VENTS.

11. PROVIDE AND INSTALL INSULATION W/ VALUE OF R-19 (INSULATION-ONLY) IN EXTERIOR WALLS OF 2X6 CONSTRUCTION OR AS INDICATED ON DRAWINGS. 12. PROVIDE AND INSTALL INSULATION W/ VALUE OF R-38 MIN.

(INSULATION-ONLY) IN ROOF OR CEILING AND R-19 MIN. CRAWL SPACE

FLOOR JOIST AS SHOWN ON DRAWINGS. 13. FURNISH AND INSTALL SIDING AND RELATED WORK AS INDICATED ON DRAWINGS. COLOR AND FINISH AS SPECIFIED BY THE OWNER FROM APPROVED MANUFACTURER'S STANDARDS. SIDING SHALL BE INSTALLED AS PER MANUFACTURER'S INSTRUCTIONS. HORIZONTAL SIDING SHALL BE A DOUBLE-FOUR COMPLYING WITH ALL CURRENT MANUFACTURER'S SPECIFICATION. MINIMUM MATERIAL THICKNESS AS

FOLLOWS: ALUMINUM (UNINSULATED)

.042"-.044" PROVIDE AND INSTALL SLOW/LOW EXPANSION SPRAY FOAM INSULATION AT WINDOW SHIM SPACES. SPRAY FOAM INSULATION WITHIN SPACES AND TIGHT TO AND BEHIND MECHANICAL AND ELECTRICAL SERVICES WITHIN THE PLAN OF INSULATION. LEAVE NO GAPS OR VOIDS, BEING SURE NOT TO COMPRESS GLASS INSULATION. WATER-PROOFING: GMX ULTA SHIELD EXTERIOR WALL

WATERPROOFING (OR EQUAL) INSTALLATION: EXCEPT AS OTHERWISE INDICATED, WHETHER OR NOT SHOWN ON DRAWINGS, APPLY WATERPROOFING TO ALL EXTERIOR BELOW GRADE SURFACES OF EXTERIOR UNDERGROUND WALLS IN CONTACT WITH EARTHWORK OR 10 OTHER BACKFILL, IN ANY SITUATION WHERE SPACE OF ANY KIND IS ENCLOSED ON OPPOSITE SIDE.

PROVIDE LOW/NO VOC SEALANTS AND CAULKING MEETING APPLICABLE SPECIFICATIONS WHERE SHOWN ON THE DRAWINGS AND ELSEWHERE AS REQUIRED TO PROVIDE A POSITIVE BARRIER AGAINST MOISTURE FOR PASSAGE OF AIR PROVIDE AND INSTALL A 6 MIL POLYETHYLENE VAPOR BARRIER COMPLYING WITH ASTM D-2103 WHERE SHOWN IN THE DRAWINGS. BOARD WITH A MINIMUM INSULATION ONLY VALUE OF R-5 IN

ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS WHEN SHOWN PROVIDE AND INSTALL GUTTERS AND DOWNSPOUTS AS PER SMACNA ARCHITECTURAL SHEET METAL MANUAL (COLOR AS SELECTED BY

PRIMED FACTORY APPLIED FINISH. DOWNSPOUTS - 3" DIA., .024" MIN. FOUNDATION WALLS. THICKNESS WITH PRIMED FACTORY APPLIED FINISH WITH 50% OR MORE EXPOSED SURFACE AREA. PROVIDE MINIMUM OF R-6 INSULATION FOR PERIMETER CONCRETE SLABS AT LIVING SPACES INCLUDING WALKOUT BASEMENTS. 22. PROVIDE MEMBRANE FLASHING AT ALL OPENINGS (WINDOWS/DOORS). PROVIDE 3'-0" ICE SHIELD MEMBRANE FLASHING PER CODE.

24. CRAWL SPACE INSULATION -R-13+ INSULATION SHALL BE INSTALLED ALONG THE INTERIOR FACE 2 -A 6 MIL+ VAPOR BARRIER (W/ 12" MIN. JOINT OVERLAP) SHALL BE INSTALLED AT THE CRAWL SPACE "FLOOR." THE V.B. SHALL BE CAULKED AT THE FOUNDATION WALL 12"+ ABOVE THE CRAWL SPACE FLOOR. -R-30+ INSULATION SHALL BE INSTALLED AT THE CRAWL SPACE

- REFERENCE STANDARDS FOR METAL DOORS, WOOD DOORS, AND WINDOWS SHALL BE AS FOLLOWS:
- 1.1. UNDERWRITER'S LABORATORIES INC. BUILDING MATERIALS NATIONAL FIRE PROTECTION ASSOCIATION: PAMPHLET NO. 80 STANDARD FOR FIRE DOORS AND WINDOWS NATIONAL WOODWORK MANUFACTURER'S ASSOCIATION: I.S. 1078:

WITH A HORIZONTAL MEMBER 1" MINIMUM IN WIDTH LOCATED

- WOOD FLUSH DOORS. AIR LEAKAGE (ASTM E283) WATER RESISTANCE (ASTM E 331) GLAZING IN LOCATIONS WHICH MAY BE SUBJECT TO HUMAN IMPACT SUCH AS FRAMELESS GLASS DOORS, GLASS ENTRANCE AND EXIT DOORS, FIXED GLASS PANELS, SLIDING GLASS DOORS, SHOWER DOORS AND TUB ENCLOSURES. AND STORM DOORS SHALL MEET THE REQUIREMENTS SET FORTH IN THE IRC AND THE SAFETY STANDARD FOR, ARCHITECTURAL GLAZING MATERIALS (16 CFR 1201). ALL GLAZED PANELS LOCATED WITHIN 12" OF A DOOR WHICH MAY BE MISTAKEN FOR OPENINGS FOR HUMAN PASSAGE, UNLESS SUCH PANELS ARE PROVIDED
- BETWEEN 24" AND 36" ABOVE THE WALKING SURFACE, SHALL BE TEMPERED GLASS, REFER TO IRC SECTION R3. ALL DOORS AND WINDOWS OPENING TO THE EXTERIOR OR TO UNCONDITIONED AREAS SHALL BE FULLY WEATHER STRIPPED, GASKETED OR OTHERWISE TREATED TO LIMIT AIR INFILTRATION. ALL MANUFACTURED WINDOWS AND SLIDING GLASS DOORS SHALL MEET THE AIR INFILTRATION STANDARDS OF THE AMERICAN NATIONAL STANDARDS INSTITUTE ASTM E283-73 WITH A PRESSURE DIFFERENTIAL
- OF 1.57 POUNDS PER SQUARE FOOT AND SHALL BE CERTIFIED AND LABELED. PROVIDE A WEATHERPROOF THRESHOLD AT ALL EXTERIOR SWING PROVIDE DOORS, WINDOWS AND GLAZING SIZES AS INDICATED ON DRAWINGS. CONTRACTOR TO PROVIDE SHOP DRAWINGS ON ALL MILLWORK OR NON-STOCK MATERIALS FOR APPROVAL BY ARCHITECT
- OR OWNER PER CONTRACT. WINDOW SIZES COMPLY WITH INFORMATION AND NOTES AS INDICATED FIRE PROTECTION 7. ALL INTERIOR SWING DOORS SHALL BE 1-3/8" THICK. MANUFACTURER AS SELECTED BY OWNER. 8. BI-FOLD DOORS SHALL BE STILE AND RAIL SOLID WOOD LOUVERED DOORS, SIZE AS INDICATED ON DRAWINGS. MANUFACTURER AS
- SELECTED BY OWNER. 9. ALL INTERIOR MEANS OF EGRESS DOORS SHALL BE A MINIMUM OF 2'-8" * IN WIDTH, IRC SECT. R3 UNLESS NOTED OTHERWISE, ALL WINDOWS SHALL BE ANDERSEN. 400 SERIES AND AT LEAST ONE WINDOW IN EACH BEDROOM SHOWN ON DRAWINGS MEETS EGRESS REQUIREMENTS: R308.4. SLEEPING ROOMS
- EMERGENCY EGRESS WINDOW SIZE REQUIREMENTS: MIN. NET CLEAR OPENINGS= 5.7SF (5.0 SF ON GRADE FLOOR) MIN. NET CLEAR OPENING HEIGHT= 24 INCHES. TEMPERED GLASS ON ALL ALL FLASHING THAT COMES IN CONTACT WITH ACQ MUST BE COPPER. SLIDERS, SIDELIGHTS, EXT. DOORS, SKYLIGHTS AND SHOWER DOORS AND
 - MASTER TUBS. AND IN STAIRWAYS. 12. ALL DOORS W/ GLASS SHALL HAVE TEMPERED GLASS. 13.1. EXPOSED AREA OF AN INDIVIDUAL PANE GREATER THAN 9 SF
- AND SHALL EXTEND AT LEAST 11" FROM THE CENTER LINE EACH WAY 13.4. ONE OR MORE WALKING SURFACES W/IN 36" HORIZONTALLY OF THE GLAZING SECTIONS OF FLASHING SHALL HAVE AN END FLAP OF NOT LESS THAN 14. INTERIOR DOORS ARE AT 6'-8" UNLESS OTHERWISE NOTED. DOORS FROM THE GARAGE TO THE HOUSE SHALL BE MIN. 1 3/8" SOLID
 - WOOD DOORS, SOLID OR HONEYCOMB CORE STEEL DOORS MIN 1 3/8" THICK, OR 20-MIN, FIRE RATED DOORS. ALL DOORS (OR OTHER OPENINGS) BETWEEN THE LIVEABLE SPACE AND PASSENGER VEHICLE GARAGES A GARAGE (OR COMBUSTION EQUIPMENT) TO BE SEALED WITH WEATHER NON SLEEPING ROOMS

STRIPPING.

1. PROVIDE AND INSTALL GYPSUM WALLBOARD IN ACCORDANCE WITH DEAD LOADS (*) REFERENCE R301.2.2.2

"AMERICAN STANDARD SPECIFICATIONS FOR THE APPLICATION AND FINISHING OF GYPSUM WALLBOARD", AS APPROVED BY THE AMERICAN STANDARDS ASSOCIATION, LATEST EDITION: APPLICABLE PARTS

THEREOF ARE HEREBY MADE A PART OF THIS SPECIFICATION, IN LOCAL CODES. OR BY THE MANUFACTURER OF THE GYPSUM WALLBOARD. WHOSE REQUIREMENTS SHALL BE FOLLOWED. FASTENERS PER IRC APPLICATION OF PAINT OR OTHER COATING SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURER'S DIRECTIONS, READY-MIXED PAINT SHALL NOT BE THINNED, EXCEPT AS PERMITTED IN THE APPLICATION INSTRUCTIONS, ALL INTERIOR PAINTS AND STAINS (PRIMER AND FINISH COATS) SHALL BE LOW/NO VOC PRODUCTS.

ALL EXTERIOR AND INTERIOR SURFACES SHALL RECEIVE THE PAINTER'S FINISH EXCEPT COLOR COORDINATED FACTORY FINISH SURFACES. TOP AND BOTTOM OF ALL DOORS TO BE SEALED AND PAINTED. ALL SURFACES TO BE FINISHED SHALL BE CLEAN AND FREE OF FOREIGN, MATERIALS(DIRT, GREASE, ASPHALT, RUST, ETC.). APPLICATION SHALL BE IN A WORKMANLIKE MANNER PROVIDING A

SMOOTH SURFACE. APPLICATION RATE SHALL BE THAT RECOMMENDED , BY THE MANUFACTURER, APPLICATION MAY BE BY BRUSH OR ROLLER OR BY SPRAY IF PAINT IS FORMULATED FOR SPRAY APPLICATION. APPLY PRIME COAT AND (2) TWO FINISHED COATS. EXTERIOR COLOR SELECTION BY OWNER OR BY ARCHITECT FROM SAMPLES PROVIDED BY OWNER PER CONTRACT

PROVIDE PAINT AND STAIN PER OWNER'S SCHEDULE AND REQUESTS PROVIDE RESILIENT FLOORING AND WALL BASE PER OWNER'S SCHEDULE AND SPECIFICATIONS. INSTALL IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS. PROVIDE CERAMIC TILE AND ACCESSORIES COMPLYING WITH TILE COUNCIL OF AMERICA SPECIFICATION 137.1 IN COLORS AND PATTERNS SELECTED BY THE OWNER FROM STANDARD COLORS PATTERNS OF THE

APPROVED MANUFACTURERS INSTALL CERAMIC TILE IN COMPLIANCE WITH PERTINENT RECOMMENDATIONS CONTAINED IN THE TILE COUNCIL OF AMERICA FOUNDATIONS "HANDBOOK FOR CERAMIC TILE INSTALLATION" AND MANUFACTURER'S 🗕 PRINTED INSTRUCTIONS

SETTING MATERIAL MAY BE EITHER DRY SET MORTAR IN COMPLIANCE WITH ANSI A118.1 AND OR ORGANIC ADHESIVE IN COMPLIANCE WITH ANSI A136.1, USING TYPE I WHERE EXPOSED TO PROLONGED WATER PRESENCE AND USING TYPE II AT ALL OTHER LOCATIONS. GARAGES RENEATH HABITARI E ROOMS SHALL BE SEPARATED FROM ALL HABITABLE ROOMS ABOVE BY MIN. 5/8" TYPE X GWB. ALL GARAGE WALLS SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC BY 3. THE BOTTOM OF EXTERIOR FOOTINGS SHALL BE A MIN. 1/2" GWB APPLIED TO THE GARAGE SIDE OF THE WALL AND ANY BEARING WALLS OR MEMBERS SUPPORTING FLOOR ABOVE GARAGE. FRAMING JOINTS TO BE CAULKED TO ASSURE AIR SEALING BETWEEN 4 GARAGE AND HOME

13. PROVIDE AND INSTALL MOISTURE-RESISTANT GYPSUM WALLBOARD TYPE VII, GRADE W OR X AS REQUIRED, 1/2" THICK, AT SHOWER OR TUB ENCLOSURES AT WALLS AND CEILINGS, OR OTHERWISE NOTED ON THE . PROVIDE AND INSTALL GYPSUM WALL BOARD, 1/2 " THICK AT ALL WALLS AND CEILINGS UNLESS OTHERWISE INDICATED ON DRAWINGS 5. SLABS ON GROUND IN THE BASEMENT SHALL BEAR ON

OR SPECIFIED. CONTRACTOR SHALL PROVIDE ALL TRIM ACCESSORIES, FINISH TAPING AND SPACKLING IN ACCORDANCE WITH AMERICAN STANDARD SPECIFICATIONS. * GUTTER - 5" ALUM, .027" MIN. THICKNESS "K" STYLE, SEAMLESS WITH 15. FINISH GRADE TO BE A MINIMUM OF 8" BELOW THE TOP OF THE

BASEMENT AND CRAWLSPACE WALLS HAVE BEEN PROVIDE KITCHEN ACCESSORIES, BATH ACCESSORIES, FIREPLACES, HARDWARE AND MISCELLANEOUS ITEMS PER OWNER'S SCHEDULE AND 7. BASEMENT AND CRAWLSPACE WALLS HAVE BEEN 8. JAMBS IN BEARING WALLS, SPECIFICATIONS. ALL ITEMS SHALL BE INSTALLED IN STRICT

ACCORDANCE WITH THE RESPECTIVE MANUFACTURER'S PUBLISHED INSTRUCTIONS AND APPROVED INSTALLATION DRAWINGS FACTORY BUILT FIREPLACES AND FLUES SHALL BE IN ACCORDANCE 8. COLD WEATHER PROTECTION. PROTECT EXCAVATION WITH UL 127 AND INSTALLED MANUFACTURER SPECIFICATIONS. ALL INTERIOR FIREPLACES TO INCLUDE SEALED DOORS. STAIR HANDRAILS - HEIGHT SHALL NOT BE LESS THAN 34 INCHES NOR MORE THAN 38 INCHES (MEASURED VERTICALLY) ABOVE THE LEADING EDGE OF THE TREADS OR ABOVE THE FINISHED FLOOR OF THE LANDING OR WALKING SURFACES. HANDRAIL GRIPPING SURFACES SHALL BE CONTINUOUS FOR THE FULL LENGTH OF THE FLIGHT, HANDRAIL ENDS SHALL BE RETURNED OR SHALL TERMINATE AT NEWEL POSTS. HANDRAILS ADJACENT TO THE WALL SHALL HAVE A CLEAR SPACE NOT LESS THAN 1 1/2 INCHES BETWEEN THE WALL AND THE HANDRAIL. TYPE I STAIR HANDRAILS SHALL HAVE A CIRCULAR CROSS SECTION WITH AN OUTSIDE DIAMETER OF AT LEAST 1 1/4" AND NOT GREATER THAN 2".IF THE HANDRAIL IS NOT CIRCULAR, IT SHALL HAVE A

PERIMETER DIMENSION OF A MIN, 4" AND A MAX 6 1/4" WITH A MAX. CROSS SECTION OF 2 1/2". TYPE II HANDRAILS THAT HAVE A PERIMETER GREATER THAN 6 1/4" SHALL PROVIDE A GRASPABLE FINGER RECESS AREA ON BOTH SIDES OF THE PROFILE, SEE IRC. HANDRAILS THAT FORM PART OF A GUARD RAIL SHALL HAVE A HEIGHT NOT LESS THAN 34 INCHES AND NOT MORE THAN 38 INCHES ABOVE THE LEADING EDGE OF THE TREADS OR ABOVE THE FINISHED FLOOR OF THE LANDING OR WALKING SURFACES. HANDRAILS REQUIRED FOR MORE

THAN (4) RISERS. HANDRAILS TO BE CONTINUOUS 1 PIECE W/ NO INTERRUPTIONS. GUARD RAILS - HEIGHT SHALL NOT BE LESS THAN 36 INCHES ABOVE THE WALKING SURFACES, MAX, OPENING BETWEEN INTERMEDIATE RAILS= LESS THAN 4 INCHES GUARD RAILS REQUIRED FOR STAIRS, PORCHES, BALCONIES, OR RAISED FLOORS MORE THAN 30" ABOVE THE FLOOR OR GRADE BELOW.

ALL OPEN GUARDS AND OPEN HANDRAILS SHALL HAVE BALUSTERS OR BE OF SOLID MATERIAL SUCH THAT A SPHERE WITH A DIAMETER OF 4 INCHES CANNOT PASS THROUGH ANY OPENING, BALUSTERS SHALL NOT 3. HAVE AN ORNAMENTAL PATTERN THAT WOULD PROVIDE A LADDER

STAIR REQUIREMENTS: MIN. STAIR WIDTH=36"; MAX. RISER VARIATION=3/8"; MIN. CLEAR HEADROOM=6'-8"; NOSING PROJECTION APPLIES TO CLOSED RISER STAIRS ONLY. MAX. RISER HEIGHT SHALL BE 8 1/4" W/ SOLID TREAD. MIN. TREAD DEPTH SHALL BE 10" FROM NOSE "DRAINAGE PLANE" SYSTEM TO BE INSTALLED AT ENTIRE EXTERIOR

WALL PLANES. DRAINAGE PLANE SHALL INCLUDE VAPOR RETARDER

PROVIDE DRAFT STOPS AT 500 SQUARE FEET INTERVALS IN ALL FLOOR AND CEILINGS PROVIDE FIRE STOPS AT ALL INTERCONNECTIONS BETWEEN VERTICAL

NO PENETRATIONS ARE ALLOWED WITHIN FIRE RATED ROOF

AND HORIZONTAL SPACES ALL ENCLOSED SHAFTS MUST HAVE FIRE STOPS AT ALL FLOOR AND CEILING LEVELS (I.E. METAL, 3/4" PLYWOOD, 2X OR 5/8" TYPE "X" GWB PROVIDE METAL FIRE STOPS AT FLOORS AND CEILINGS FOR FLUES AND

SHEATHING. FIRE CAULK ALL FLOOR AND CEILING PENETRATIONS IN THE FRAMING AND HOLES THROUGH RETURNS. A U.L. LISTED FIRE RATED CAULKING SHALL BE USED, NO EXPANDABLE FOAM INSULATION SMOKE DETECTORS SHALL BE INSTALLED INSIDE EACH SLEEPING AREA AND INTERCONNECTED, IN THE IMMEDIATE AREA OUTSIDE BEDROOMS AND ON EACH STORY OF THE DWELLING, DETECTORS IN NEW

40 10

BUILDING WIRING, BE INTERCONNECTED AND HAVE BATTERY BACK-UP 9. COLD WEATHER CONCRETING SHALL BE IN

CONSTRUCTION SHALL RECEIVE THEIR PRIMARY POWER FROM THE

LOADS (LBS/SF) TABLE R301.5 ATTIC WITHOUT STORAGE ATTIC WITH LIMITED STORAGE HABITABLE ATTICS

MIN. 4'-0" FROM RETURN AIR GRILLS.

MEMBRANE SYSTEM.

BALCONIES (EXTERIOR) & DECKS FIRE ESCAPES **GUARDRAILS AND HANDRAILS** GUARDRAILS IN-FILL COMPONENTS SLEEPING ROOMS STAIRS

DIVISION 31: EARTHWORK

EXCAVATION SHALL BE PREFORMED WITHIN OSHA GUIDELINES SO AS NOT TO DISTURB EXISTING ADJACENT BUILDINGS, STREETS, AND UTILITY LINES. VERIFY LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK, HAND EXCAVATE AROUND UTILITY LINES, AS REQUIRED.

DO NOT BACKELL AGAINST THE BASMENT WALLS UNTIL BASEMENT SLAB-ON-GRADE AND FIRST FLOOR FRAMING AND SHEATHINGS ARE IN PLACE, AND WALL HAVE ATTAINED 75% OF THE SPECIFIED 28-DAY DESIGN 2.5. COMPRESSION PARALLEL TO GRAIN : Fcparallel = 1,150 PSI

SIDE OF THE WALLS. ENGINEERED (CONTROLLED COMPACTED) FILL WITHIN 3.1. PSL

THE BUILDING AREA SHALL BE CONSTRUCTED PRIOR TO FOOTING EXCAVATION. SATISFACTORY FILL MATERIALS ARE THOSE COMPLYING 3.1. WITH ASTM D2487, GROUPS GW, GP, GM, SM, SW AND SP. ON SITE BORROW MATERIAL SHALL BE TESTED TO

DETERMINE SUITABILITY FOR USE AS FILL MATERIAL.

COMPACT SOIL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DENSITY OF MODIFIED UNDER BUILDING FOUNDATIONS -98% UNDER BUILDING SLABS, STEPS, PAVEMENTS - 95%

1. FOOTINGS SHALL BEAR ON UNDISTURBED STRATUM OR ENGINEERED FILL WITH A MINIMUM BEARING CAPACITY

ALL FOUNDATIONS SHALL BE PROTECTED FROM FROST

MINIMUM OF THREE (3) FEET BELOW FINISHED GRADE. PRIOR TO FOOTING CONCRETE PLACEMENT, THE FOOTING SUBRAGE SHALL BE VERIFIED IF CONDITIONS PROVE TO BE UNACCEPTABLE AT ELEVATIONS SHOWN. FOOTING BOTTOMS SHALL BE LOWERED TO ACCEPTABLE SUBGRADE MATERIAL. FILL OVER-EXCAVATION WITH 6.3.

MECHANICALLY COMPACTED SOIL CAPABLE OF SUPPORTING 500 PSF. DRAINAGE FILL UNDER SLABS SHALL BE COMPACTED SAND AND GRAVEL OR CRUSHED

BOTTOMS AGAINS FREEZING WHEN ATMOSPHERIC TEMPERATURE IS LESS THAN 35 DEGREES F. COMPLY WITH THE REQUIREMENTS OF ACI 306R LATEST EDITION AND IN PARTICULAR, CHAPTER 4, PREPARATION BEFORE PLACING CONCRETE

REINFORCED CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318. LATEST EDITION) AND THE SPECIFICATIONS FOR STRUCTURAL CONCRETE (ACI 301, LATEST EDITION) OF

THE AMERICAN CONCRETE INSTITUTE. ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE A MINIMUM COMPRESSIVE 28-DAY STRENGTH OF 3,000 PSI, SLUMP 3" $+/-\frac{1}{2}$ ". AIR ENTRAINMENT OF 6% $+/-\frac{1}{2}$ % IN ALL EXPOSED CONCRETE WORK, CEMENT SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C150. FLY ASH SLAG, OR OTHER POZZOLANS SHALL NOT CONSTITUTE MORE THAN 25% OF THE TOTAL CEMENTIOUS WEIGHT, WATER SHALL CONFORM TO ASTM C1602 AND THE MAXIMUM AFTER TO CEMENT

RATIO SHALL BE .45. ADMIXTURES CONTAINING CALCIUM CHLORIDE SHALL 15. NO STRUCTURAL MEMBER SHALL BE CUT OR NOTCHED WITHOUT APPROVAL BY THE NOT BE USED IN THE CONCRETE DESIGN MIX. ADMIXTURES SHALL BE USED AND MIXED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS, HIGH RANGE WATER REDUCERS

SHALL NOT BE USED IN CONCRETE SLAB-ON-GRADE. 17. ALL JOISTS AND RAFTERS SHALL BE RIGIDLY BRIDGED AT INTERVALS NOT EXCEEDING 8'-0". . REINFORCING STEEL: ASTM A-615, GRADE 60.

WELDED WIRE REINFORCING: (WWR) ASTM A-185. 6. REINFORCING STEEL CLEAR COVER SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE: CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3" CONCRETE EXPOSED TO EARTH OR WEATHER

> #5 BARS AND SMALLER CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND

> > #11 BARS AND SMALLER

#6 BARS AND LARGER

7. LAP WELDED WIRE FABRIC TWO (2) FULL MESH LENGTHS AT SLICES AND WIRE TOGETHER, WIRE FABRIC SHALL BE PLACED TWO INCHES BELOW TOP LAP ALL REINFORCING BARS A MINIMUM OF 30

10. HOT WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI-305

INCHES, UNLESS NOTED OTHERWISE.

ACCORDANCE WITH ACI-306

CONCRETE IS PLACED AGAINST EXISTING CONCRETE. 12. NO SLEEVE SHALL BE PLACED THROUGH ANY CONCRETE ELEMENT UNLESS SHOWN ON THE APPROVED SHOP DRAWINGS OR SPECIFICALLY AUTHORIZED IN WRITING BY THE STRUCTURAL ENGINEER. ALL INSERTS AND SLEEVES SHALL BE CAST-IN-PLACE WHENEVER FEASIBLE. STEP

FOUNDATIONS AS REQUIRED FOR ALL UTILITIES

DROP FOOTINGS WITH 4'-0" OF ANY COLUMN.

AND/OR CONDUITS IN ACCORDANCE WITH DETAIL

PROVIDED ON THE STRUCTURAL DRAWINGS, DO NOT

11. BONDING AGENT SHALL BE USED WHERE NEW

STRUCTURAL WOOD

2.4.

 DESIGN, FABRICATION AND CONSTRUCTION OF WOOD FRAMING SHALL CONFORM WITH THE LATEST EDITION OF THE "NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION" THAT HAS BEEN ADOPTED BY THE GOVERNING BUILDING CODE.

BASE DESIGN VALUES FOR VISUALLY GRADED DIMENSION LUMBER SHALL BE

SPRUCE-PINE-FIR NO. 1/ NO. 2 WITH THE FOLLOWING BASE DESIGN VALUES: BENDING: Fb =875 PSI TENSION PARALLEL TO GRAIN: Ft = 450 PSI

COMPRESSION PERPENDICULAR TO GRAIN: Fpcperp = 425 PSI

2.6. MODULUS OF ELASTICITY: E = 1,400,000 PSI BACKFILL SHALL BE BROUGHT UP EQUALLY ON EACH 3. TRUSJOIST BY WEYERHAEUSER STRUCTURAL COMPOSITE LUMBER WAS USED AS THE BASIS OF DESIGN FOR MEMBERS MARKED PSL (PARALLEL STRAND LUMBER) OR LVL (LAMINATED

STRAND LUMBER). THE FOLLOWING ARE THE BASE DESING VALUES FOR THESE PRODUCTS:

BENDING: Fb = 2,600 PSIHORIZONTAL SHEAR: Fv = 285 PSI MODULUS OF ELASTICITY: E = 2,000,000 PSI

SHEAR PARALLEL TO GRAIN: Fv = 135 PSI

BENDING: Fb = 2,600 PSIHORIZONTAL SHEAR: Fv = 285 PSI MODULUS OF ELASTICITY: E = 2,000,000 PSI

REFER TO MANUFACTURERS REQUIREMENTS FOR FASTENING MULTIPLE PSLs OR LVLs

REFER TO MANUFACTURER'S REQUIREMENTS FOR FRAMING DETAILS, INSTALLATION, HANDLING, AND CONNECTION INFORMATION, THE CONTRACTOR SHALL FOLLOW ALL MANUFACURER'S RECOMMENDATIONS AND DIRECTIONS DURING ERECTION. ALL BLOCKING, WEB REINFORCING, HANGERS, RIM BOARDS, RIM JOISTS, AND NAILING SHALL BE PER MANUFACTURER'S RECOMMENDATIONS, UNLESS NOTED OTHERWISE ON THE STRUCTURAL

6. ALL PLYWOOD SHEATHING SHALL CONFORM TO THE AMERICAN PLYWOOD ASSOCIATION'S STANDARDS AND RECOMENDAIONS. ALL PLYWOOD SHALL BE APA ETERIOR GRADE CDX, ENGINEERED GRADE SIZES OR BETTER, PLACEMENT OF SHEETS SHALL BE STAGGERED USING THE MINIMUM NUMBER OF JOINTS, ALL SHEATHING SHALL BE STAMPED IN ACCORDANCE WITH AMERICAN PLYWOOD ASSOCIATION AND INSTALLED AS FOLLOWS:

INT -APA WITH EXTERIOR GLUE (CDX). DIAPHRAGM NAILING: 8D NAILS AT 6" O.C. AT ALL EDGES, 12" O.C. ELSEWHERE, MINIMUM. WALL SHEATHING: FIR GRADE: 1" THICK 32. LAID HORIZONTALLY TO WALL STUDS AND LAP FLOOR SYSTEM MIN. 12", C-D INT-APA WITH EXTERIOR GLUE (CDX). DIAPHRAGM

ROOF SHEATHING: FIR GRADE, 3" T&G., LAID PERPENDICULAR TO ROOF RAFTERS, C-D

NAILING: 8D NAILS AT 6" O.C. AT ALL EDGES, 12" O.C. ELSEWHERE, MINIMUM. SUB-FLOOR SHEATHING: FIR GRADE, $\frac{3}{4}$ " THICK (T&G), 40/20. C-D INT APA WITH EXTERIOR GLUE (CDX). DIAPHRAGM NAILING: 8D NAILS AT 6" O.C. AT ALL EDGES, 10"O.C. ELSEWHERE, MINIMUM. SUB-FLOOR SHALL BE GLUED TO FLOOR FRAMING MEMBERS WITH CONTECH PL 400 OR EQUAL AND NAILED IN ACCORDANCE WITH AMERICAN PLYWOOD ASSOCIATION RECOMMENDATIONS, CONTRACTOR TO ENSURE THAT WATER DOES NOT COLLECT/POND ON SUBFLOOR DURING CONSTRUCTION. CONTRACTOR TO REPLACE ANY SUBFLOOR THAT HAS DELAMINATED, BUCKLED OR SAGGED DUE TO WATER DAMAGE.

7. BEARING WALLS: ALL EXTERIOR BEARING WALLS SHALL BE 2X6 AT 16 INCHES ON CENTER. DESIGNED FOR AND ASSUMED AT REST PRESSURE OF 55 INTERIOR BEARING WALLS SHALL BE EITHER 2X4 OR 2X6 AT 16 INCHES ON CENTER. REFER TO ARCHITECTURAL DRAWINGS FOR INTERIOR BEARING WALL THICKNESS.

DESIGNED FOR AN ASSUMED AT REST PRESSURE OF 55 8,1. ALL JAMB POSTS FOR EXTERIOR WALLS SHALL BE FOUR (4) 2X STUDS, CONSISTING OF TWO (2) JACK STUDS AND TWO (2) KING STUDS, UNLESS NOTED OTHERWISE.

> ALL JAMB POSTS FOR INTERIOR WALLS SHALL BE THREE (3) 2X STUDS, CONSISTING OF TWO 92) JACK STUDS AND ONE (1) KING STUD, UNLESS NOTED OTHERWISE. ALL PSL JAMB POSTS FOR 3 1" PSL OR (2) - 1 2" LVL HEADERS IN EXTERIOR WALLS SHALL CONSIST OF A 3 ½" X 3 ½" PSL JACK STUD AND TWO (2) 2X KING STUDS, UNLESS NOTED OTHERWISE.

8.4. ALL PSL JAMB POSTS FOR $5\frac{1}{4}$ " PSL OR (3) $-\frac{13}{4}$ " LVL HEADERS SHALL CONSIST OF A $5\frac{1}{4}$ " X $5\frac{1}{4}$ PSL JACK STUD AND TWO (2) 2X KING STUDS, UNLESS NOTED OTHERWISE. 9. ALL PSL POSTS AT PSL AND LVL BEAMS SHALL BE A MINIMUM SIZE OF 3-1/2X WIDTH OF BEAMS FOR 2X4 INTERIOR OR EXTERIOR WALLS AND 5-1/4X WIDTH OF BEAM FOR 2X6

INTERIOR OR EXTERIOR WALLS AND BE ONE SOLID PSL MEMBER AS A MINIMUM, UNLESS NOTED OTHERWISE. 10. EXTEND WOOD POST CONTINOUS FULL HEIGHT FROM FOUNDATION OR TRANSFER BEAMS. EXTEND THRU FLOOR OR PROVIDE SOLID BLOCKING OF THE SAME SIZE AND MATERIAL AS

11. HAGER CONNECTIONS FOR JOISTS, BEAMS, MANUFACTURED WOOD FRAMING, MEMBERS FRAMING TO THE BEAMS, HEADERS, ETC. SHALL BE TOP FLANGE OR FACE MOUNT HANGERS BY SIMPSON STRONG-TIE OR APPROVED EQUAL UNLESS OTHEERWISED NOTED OR SHOWN.

THE POST PROVIDE SEATED CONNECTIONS FOR ALL BEAMS AT TOP OF POSTS.

ALL WOOD CONNECTIONS SHALL BE MADE WITH GALVANIZED METAL HANGERS, DO NOT

STRUCTURAL ENGINEER.

16" ON CENTER.

24.1.4.

12. THE CONTRACTOR SHALL RPOVIDEDOUBLE STUDS AT ALL CORNERS, UNO. 13. THE CONTRACTOR SHALL PROVIDE SOLID BLOKING UNDER ALL PARTITIOIONS. THE CONTRACTOR SHALL PROVIDE DOUBLE FLOOR JOISTS UNDER ALL NON-LOAD BEARING PARTITIONS THAT RUN PARALLEL TO THE FLOOR FRAMING

14. SEE 2009 INTERNATIONAL RESIDENTIAL CODE FOR MINIMUM FASTENING REQUIREMENTS.

16. MEMBERS SHALL BE SET WITH CROWN UP AND HAVVE A MINIMUM OF 3" BEARING.

18. SPLICE DOUBLE SOLE PLATES DIRECTLY OVER STUD. STAGGER SPLICE OF EACH PLATE. 19. SUFFICIENTLY JOIN MULTIPLE 2X BEAMS, GIRDERS, AND POSTS SO THAT LOAD DISTRIBUTES EQUALLY, THE MINIMUM CONNECTION SHALL BE [2] -10D NAILS SPACED AT

20. ALL WOOD SILL PLATES SHALL BE ANCHORED TO CONCRETE FOUNDATIONS WITH §" DIAMETER ANCHORS AT 2'-0" ON-CENTER OR [2] ANCHORS MINIMUM PER LENGTH OF WALL, ANCHOR BOLTS SHALL BE EMBEDDED A MINIMUM OF 9" INTO CAST-IN-PLACE CONCRETE FOUNDATIONS.

21. ANCHOR BOLTS SHALL BE ASTM F1554, GRADE 36 AND SHALL BE GALVANIZED PER ASTM A 153 OR ASTM B695, CLASS 55 OR GREATER 22. ALL RIM BOARDS AND PLATES SHALL BE CONTINUOUS OVER ALL OPENINGS IN THE WALL

23. ALL LUMBER. INCLUDING KILN DRIED PRESSURE TREATED LUMBER, SHALL BE SEASONED WITH A MOISTURE CONTENT OF 19% MAX.

PLATES IN DIRECT CONTACT WITH CMU AND/OR CONCRETE, SHALL BE PRESSURE TREATED. PRESSURE TREATED LUMBER AND ACCESSORIES SHALL CONFORM TO THE FOLLOWING:

24.1. LUMBER SHALL BE SOUTHERN PINE NO. 2 WITH THE FOLLOWING MINIMUM BASE

24. ALL WOOD INDICATED AS "PT" ON THE DOCUMENTS, INCLUDING BUT NOT LIMITED TO WOOD

DESIGN VALUES 24.1.1. BENDING: Fb = 750 PSI TENSION PARALLEL TO GRAIN: Ft = 450 PSI 24.1.2. 24.1.3. SHEAR PARALLEL TO GRAIN: Fv = 175 PSI

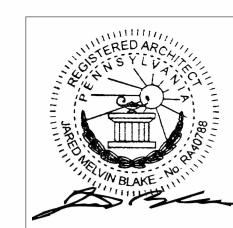
COMPRESSION PERPENDICULAR TO GRAIN: Fcperp = 565 PSI

24.1.5. COMPRESSION PARALLEL TO GRAIN: Fcparallel = 1,250 PSI

24.1.6. MODULUS OF ELASTICITY: E = 1,400,000 24.2. PRESSURE TREATED WOOD SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA) USE CATEGORY SYSTEM STANDARD U1. THE WOOD SHOULD ALSO BE MARKED WITH A TREATMENT QUALITY

MARK OF AN ALSC BOARD OF REVIEW APPROVED INSPECTION AGENCY.

24.3. ALL METAL HANGERS, TIES, STRAPS, FASTENERS, CONNECTORS, AND MECHANICAL ANCHORS 9BOLTS, NAILS] IN CONTACT WITH PRESSURE-TREATED WOODS SHALL BE HOT-DIPPED, ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE, OR COPPER, COATINGS SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS OR A MINIMUM OF ASTM A653 TYPE G185 ZINC-COATED GALVANIZED STEEL, OR EQUIVALENT.



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DRAWING TITLE

GENERAL

REVISIONS

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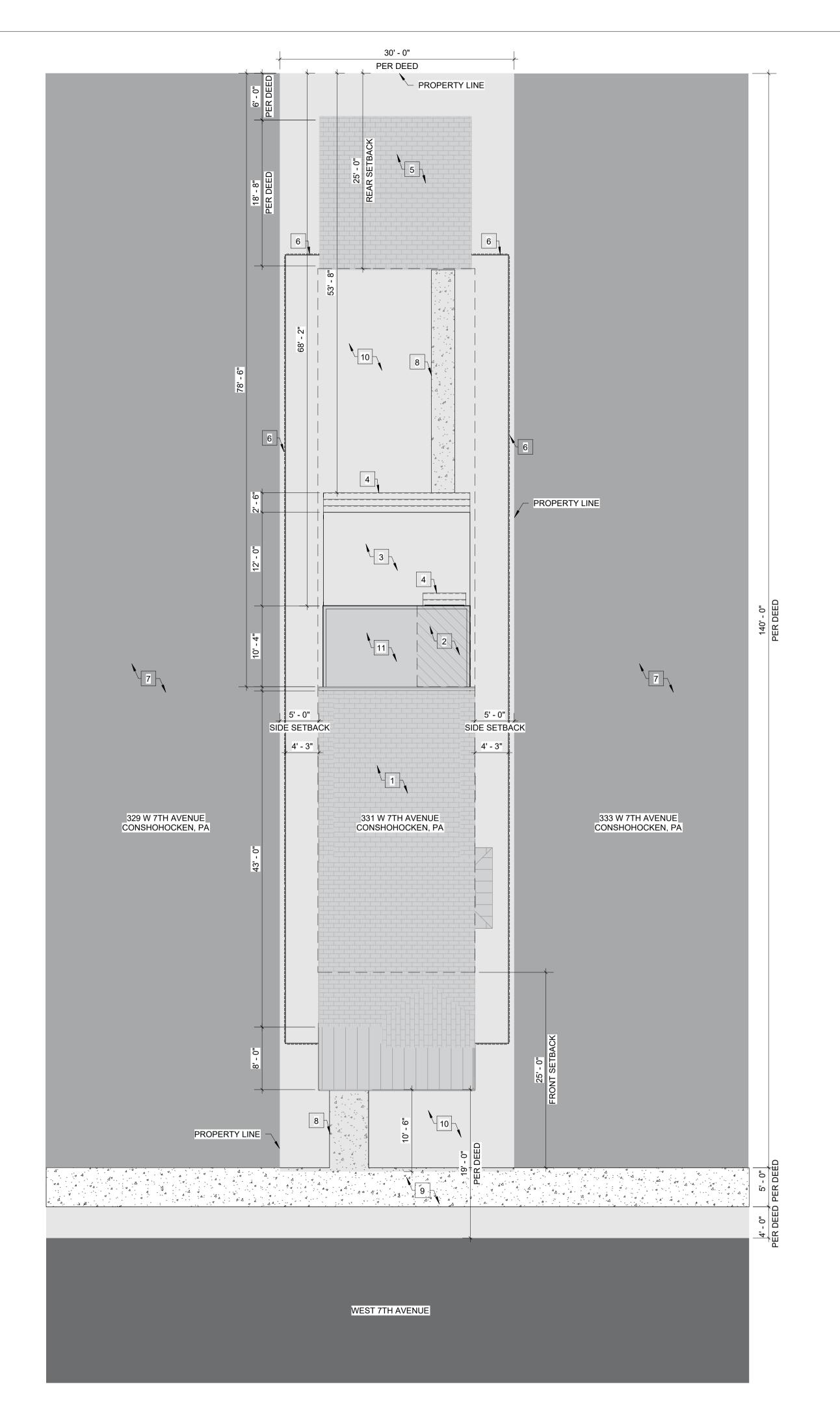
CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS

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01/17/2023

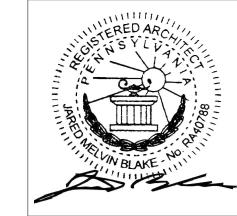
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AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK



	ZONING COD	E - "CONSHO	DHOCKEN"
	ALLOWABLE	EXISTING	PROPOSED
MIN. LOT SIZE	4,000 SF	4,200 SF	UNALTERED
MIN. LOT WIDTH	40'-0"	30'-0"	UNALTERED
MIN. FRONT YARD DEPTH	25'-0"	10'-6"	UNALTERED
MIN. REAR YARD DEPTH	25'-0"	68'-2"	53'-8"
MIN. SIDE YARD DEPTH	5'-0"	5'-0"	UNALTERED
MAX. BUILDING COVERAGE	35%	35%	37%
MAX. IMPERVIOUS COVERAGE	60%	37%	46%
MAX. BUILDING HEIGHT	35'-0"	33'-9"	UNALTERED
MIN. BUILDING WIDTH	20'-0"	20'-0"	UNALTERED

	SHEET NOTES - SITE
1	EXISTING 3 STORY SINGLE FAMILY RESIDENCE
2	NEW BALCONY
3	NEW COMPOSITE DECK
4	NEW COMPOSITE EXTERIOR STAIR
5	EXISTING GARAGE
6	EXISTING FENCE
7	ADJACENT PROPERTY
8	EXISTING WALKWAY
9	EXISTING SIDEWALK
 10	EXISTING YARD
11	EXISTING BALCONY



1 9428

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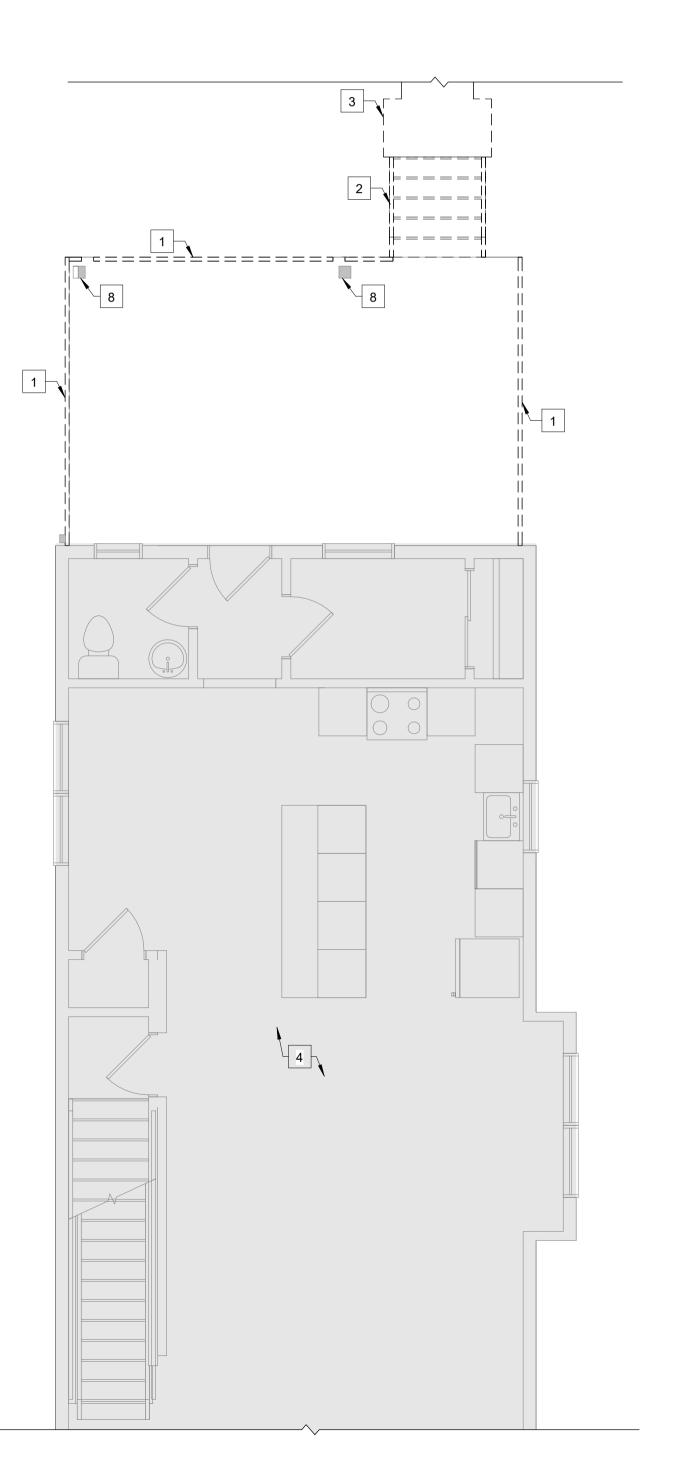
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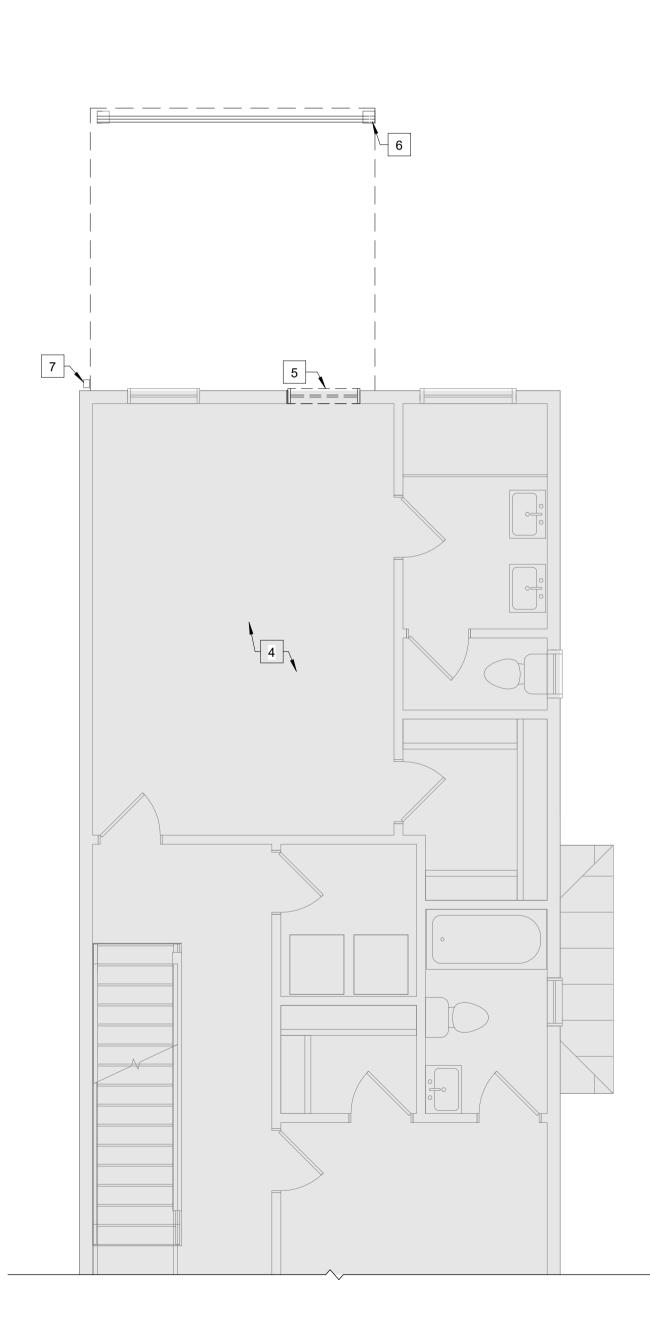
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CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.





1 FIRST FLOOR - DEMO 1/4" = 1'-0"



SHEET NOTES - DEMOLITION

REMOVE EXISTING RAILING REMOVE EXISTING EXTERIOR STAIR AND RAILING REMOVE PORTION OF EXISTING CONCRETE WALKWAY AREA IN GRAY TO REMAIN REMOVE EXISTING WINDOW AND PREP AREA FOR

(3) 2X10 BEAM

CONDITIONS ARE ACCEPTABLE

NEW DOOR IN SAME LOCATION CUT BACK EXISTING (3) 2X10 BEAM TO THE MIDDLE OF THE EXISTING COLUMN TO ACCOMODATE NEW REMOVE EXISTING DOWNSPOUT

EXISTING COLUMN TO REMAIN . GC TO VIF

CONDITIONS PRIOR TO DEMOLITION. PROVIDE STRUCTURAL ENGINEERING AS NECESSARY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISITNG UTILITIES PRIOR TO COMMENCING WITH ANY WORK. CONFIRM ALL UNDERGROUND UTILITY LINES PER PA1 CALL PRIOR TO EXCAVATION (1-800-242-1776) ALL STRUCTURAL MEMBERS TO BE SHORED AND BRACED

GENERAL NOTES - DEMO

OWNER/GC TO VERIFY ALL EXISITNG STRUCTURAL

IF STRUCTURAL DEMOLITION IS REQUIRED. FURNISH, INSTALL AND AINTAIN DUST COVERINGS TO PREVENT THE SPREAD OF DUT BEYOND THE IMMEDIATE AREA WHERE DEMOLITION IS BEING PERFORMED CONTRACTOR IS RESPONSIBLE TO REMOVE MATRIALS AND

DEBRIS AS A RESULT OF DEMOLITION IN A LEGAL AND PROPER MANNER REMOVE ALL DASHED WALLS TO THE EXTENT SHOWN ON PLANS. REF ARCHITECTURAL PLANS FOR CLARIFICATION

ON ADDITIONAL SOW REMOVE ALL DASHED WINDOWS TO THE EXTENT SHOWN ON THE PLANS. REF ARCHITECTURAL PLANS FOR CLARIFICATION ON ADDITIONAL SOW

REMOVE ALL DASHED DOORS TO THE EXTENT SHOWN ON PLANS. REF ARCHITECTURAL PLANS FOR CLARIFICATION ON ADDITIONAL SOW

RESIDENCE BUCKO

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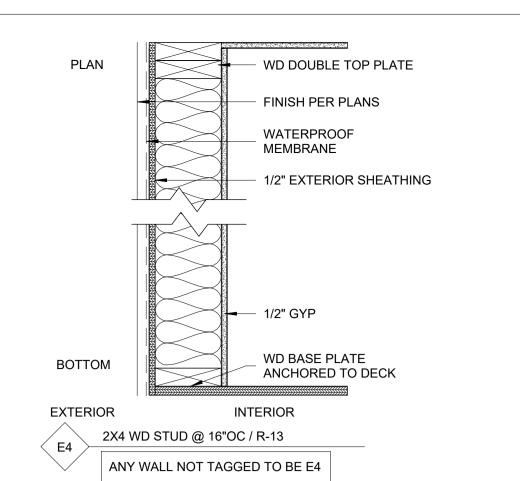
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SCALE AS NOTED

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CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.



MARK	WIDTH	HEIGHT	MANUFACTURER	HEAD HEIGHT	COMMENTS
100	3' - 0"	6' - 0"	Andersen Corporation	6' - 8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
101	3' - 0"	6' - 0"	Andersen Corporation	6' - 8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
102	3' - 0"	6' - 0"	Andersen Corporation	6' - 8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
103	3' - 0"	6' - 0"	Andersen Corporation	6' - 8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
104	3' - 0"	6' - 0"	Andersen Corporation	6' - 8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
105	3' - 0"	6' - 0"	Andersen Corporation	6' - 8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER
106	3' - 0"	6' - 0"	Andersen Corporation	6' - 8"	COMBINATION WINDOW W/ FIXED ON THE BOTTOM AND CASEMENT ON THE TOP. GC TO COORDINATE STYLE, COLOR AND DIMENSIONS WITH OWNER

				DOOR SCHEDULE
MARK	HEIGHT	WIDTH	HARDWARE	COMMENTS
100	6' - 8"	5' - 0"	ENTRY	GC TO COORDINATE COLOR AND STYLE WITH OWNER
200	6' - 8"	3' - 0"	ENTRY	GC TO COORDINATE COLOR AND STYLE WITH OWNER

SHEET NOTES - ARCHITECTU	RAL
--------------------------	-----

- AREA IN GRAY TO REMAIN
- NEW ALL SEASON ENCLOSED ROOM ON EXISTING DECK AND FOUNDATION
- NEW COMPOSITE DECK NEW EXTERIOR COMPOSITE STAIR.
- MAX RISE 7 3/4" MIN TREAD 11". EXISTING PATIO TO REMAIN NEW PATIO TO MATCH EXISTING
- EXISTING COLUMN TO REMAIN WITH NEW DRYWALL SURROUNDING. GC TO VIF EXACT LOCATION NEW COLUMN SURROUNDED WITH
- DRYWALL TO MATCH EXISTING **EXISTING PATIO TO REMAIN**
- ADD INSULATION AND WEATHER SELLANT ON EXISTING DECKING.
- EXISTING WALKWAY TO REMAIN 12 NEW PARAPET WALL MIN 3'-0" H

GENERAL NOTES - ARCHITECTURAL

- EXISTING BUILDING SHELL, BUILDING FRAMING & FOUNDATION ARE TO REMAIN
- G.C. IS TO INVESTIGATE ALL EXISTING CONDITIONS TO ASSESS THE SCOPE OF DEMOLITION DURING THE INITIAL DEMOLITION PROCESS. G.C. IS TO SHORE EXISTING FRAMING AS REQUIRED DURING DEMOLITION
- G.C. IS TO VERIFY THE EXISTING FRAMING MEMBERS ARE ADEQUATE ACCORDING TO INTERNATIONAL BUILDING CODE TO STRUCTURALLY SUPPORT THE BUILDING LOADS. G.C. IS TO REPLACE THE EXISTING DAMAGED FRAMING MEMBERS MEMBERS WITH NEW FRAMING MEMBERS AS REQUIRED.
- VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF ANY WORK: CONTACT ARCHITECTS FOR ANY DISCREPANCY BASED ON FIELD CONDITIONS & CONSTRUCTION DOCUMENTS AND GET NEW DIRECTION FROM ARCHITECT OR OWNER. FAILURE TO INSPECT EXISTING CONDITIONS IN FIELD WILL RESULT IN ACCEPTANCE OF ALL RESPONSIBILITIES W/OUT ADDITIONAL COMPENSATION FROM OWNER OR ARCHITECT G.C. TO PATCH, REPAIR & PREP EXISITNG WALLS AS REQUIRED TO RECEIVE NEW FINISH. ALL EXISTING

WALLS TO BE READY FOR NEW FINISH.

RCP NOTES - RESIDENTIAL

ELECTRICAL/FIRE/PLUMBING AND HVAC INFORMATION ALL LIGHTING AND FIXTURES TO BE SUPPLIED BY CONTRACTOR UNLESS NOTED OTHERWISE ALL ELECTRICAL WORK IS TO BE PERFORMED BY

SPECIFIED ON THESE PLANS SHALL BE COORDINATED

LIGHT SWITCHES, OUTLETS AND COVER PLATES SHALL

INSTALLATION. SWITCHES NOT SHOWN AS WELL AS SWITCHES SHOWN ON PLANS AS DIMMING BUT NOT ON

REFER TO BASE BUILDING DRAWIGNS FOR ALL

LICENSED, COMPETENT CONTRACTORS.

ALL FIXTURES/DEVICES SHALL BE INSTALLED IN STRICT COMPLIANCE WITH MANUFACTURER'S SPECIFICATIONS AND APPLICABLE BUILDING CODES

ALL FIXTURE SWITCH LOCATIONS AND TYPES

WITH THE ARCHITECT & OWNER PRIOR TO

A SPECIFIC WALL ARE TO BE LOCATED PER

BE THE FOLLOWING FINISHES UNLESS NOTED

CONTRACTOR IS TO PROVIDE OWNER WITH SPEC SHEET FOR EACH LIGHT FIXTURE PRIOR TO PURCHASING & INSTALLING. ALL FIXTURES TO BE

APPROVED BY OWNER PRIOR TO PURCHASING AND

CONTRACTOR IS TO PROVIDE LIGHT BULB TYPE

INFORMATION FOR EACH LIGHT FIXTURE PRIOR TO PURCHASING & INSTALLING FIXTURES. ALL BULB

TYPES TO BE APPROVED BY OWNER AND PROVIDE BY

CONTRACTOR IS TO CONFIRM ALL VOLTAGES PRIOR

ANY CIRCUITING SHOWN ON PLANS IS FOR CONTROL

INTENT ONLY. ELECTRICIANS TO CONFIGURE LOADS

LIGHT FIXTURE LOCATIONS AND HEIGHTS ARE TO BE

COORDINATED WITH OWNER ON SITE PRIOR TO THE LIGHT FIXTURE INSTALLATION & AFTER THE CEILING

TO PURCHASING THE LIGHT FIXTURES.

AND CIRCUIT REQUIREMENTS.

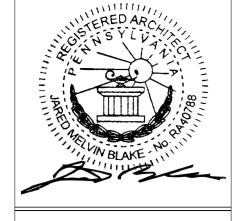
FRAMING IS ERECTED.

ARCHITECT'S DIRECTIONS (VIF)

OTHERWISE: BRIGHT WHITE

INSTALLING.

CONTRACTOR



S IDE S RE BUCKO

LEVEL NINE ARCHITECTS, LLC.

3060 W. JEFFERSON ST. PHILADELPHIA, PA 19121

WWW.LEVEL9ARCH.COM

TEL: (215) 529 - 8332

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DRAWING TITLE

FLOOR PLANS

REVISIONS

PROJECT NUMBER

DATE

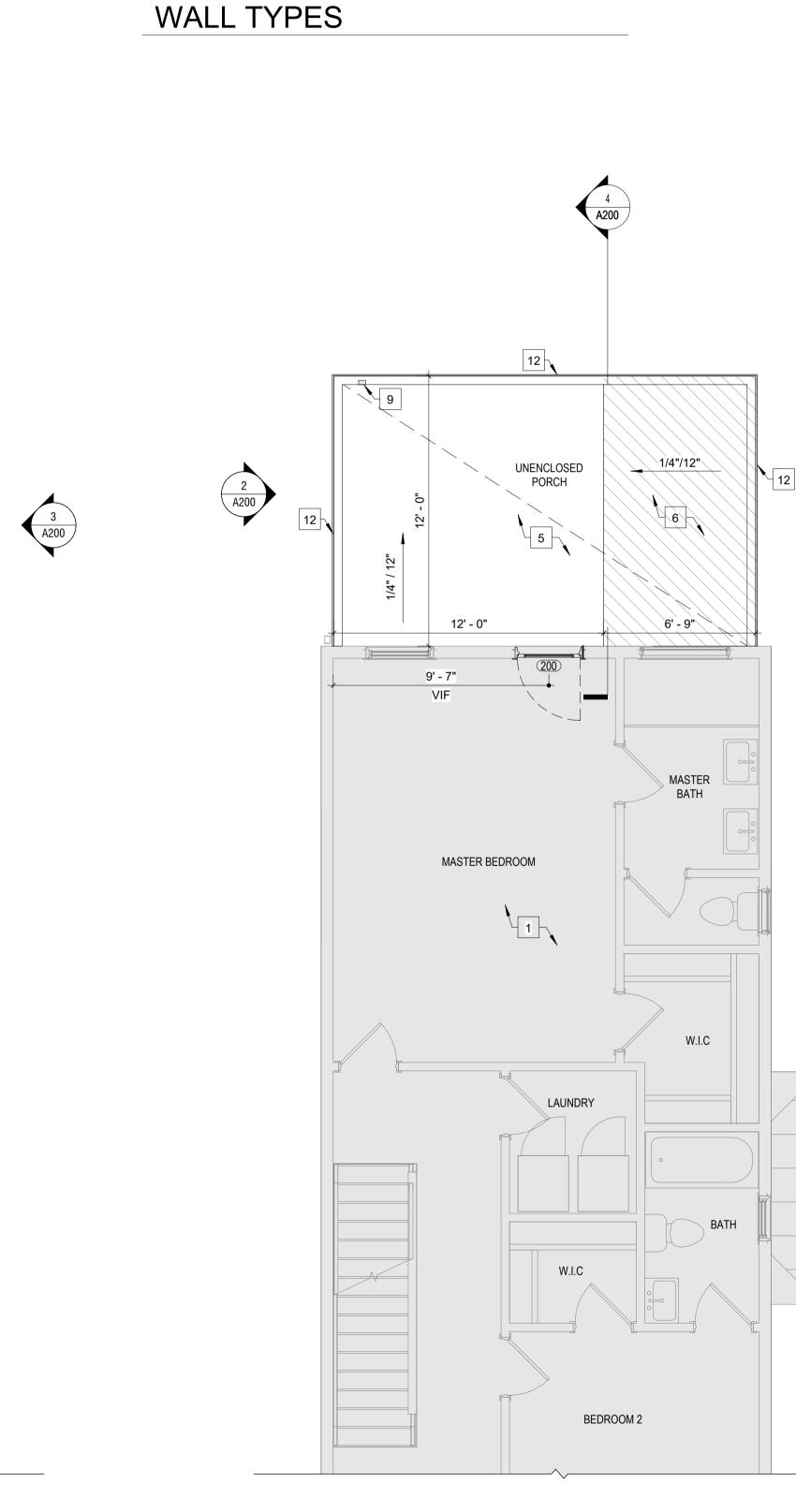
01/17/2023 DRAWN BY

JMB/GER SCALE

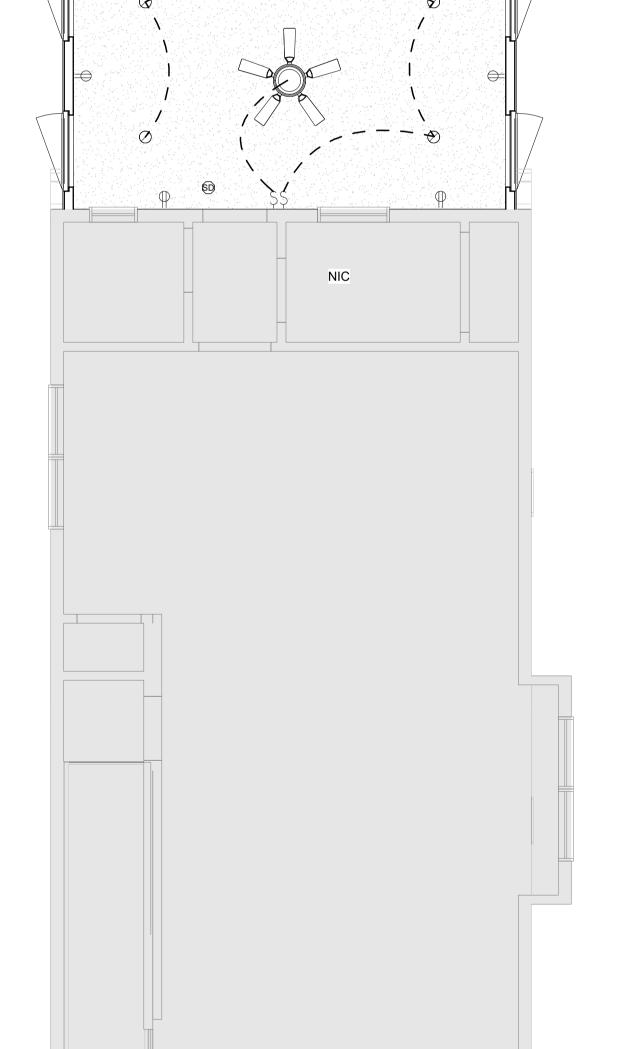
AS NOTED DRAWING NUMBER

CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY

THE ARCHITECT OF ANY DISCREPANCIES
BEFORE PROCEEDING WITH THE WORK.



SECOND FLOOR - ARCHITECTURAL



FIRST FLOOR - RCP

1 FIRST FLOOR - ARCHITECTURAL

18' - 9"

ALL SEASON ROOM

18' - 0"

11

5' - 6"

ROOM

KITCHEN

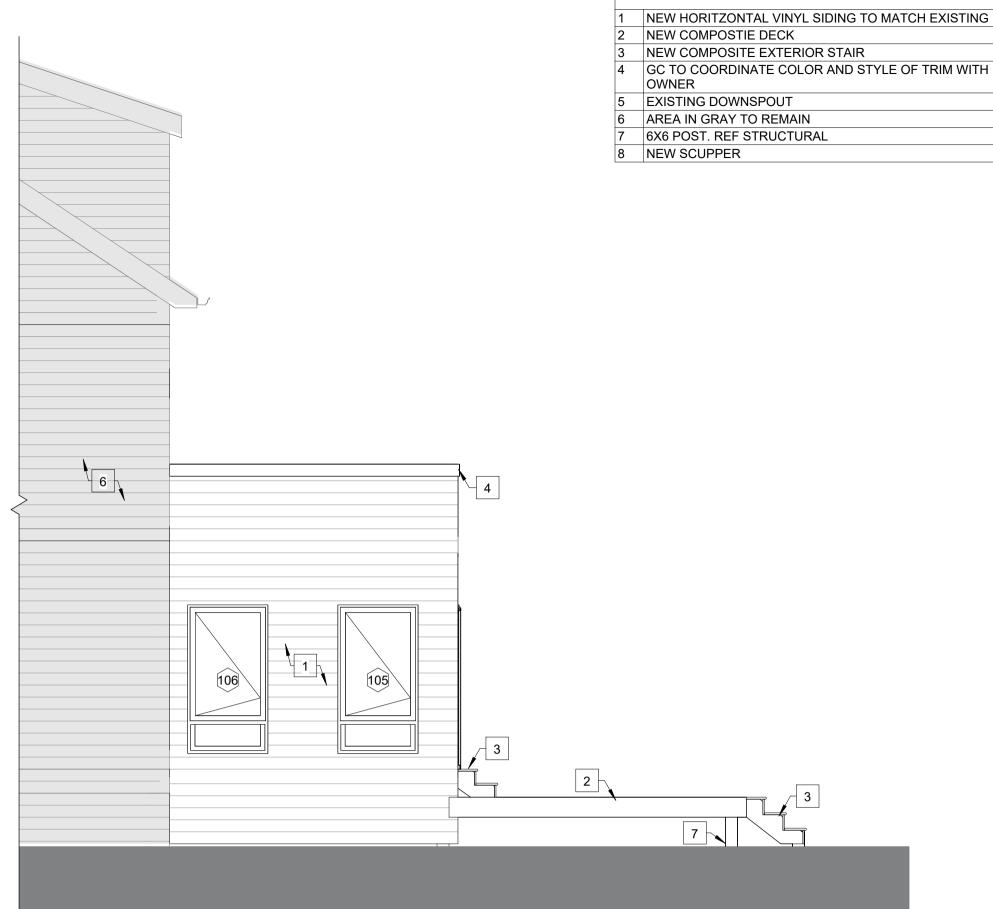
DINING ROOM

LIVING ROOM

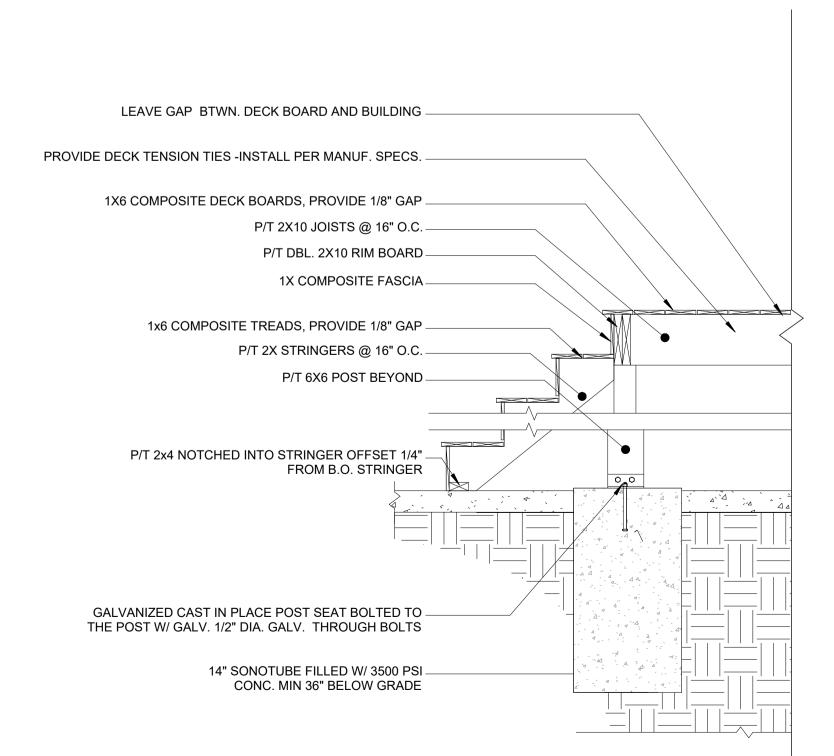
A200

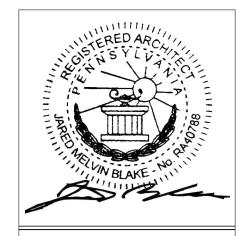
4





3 SIDE ELEVATION
1/4" = 1'-0"





SHEET NOTES - ELEVATION

BUCKO RESIDENCE 331 W 7th AVENUE CONSHOHOCKEN, PA 19428

LEVEL NINE ARCHITECTS, LLC. 3060 W. JEFFERSON ST. PHILADELPHIA, PA 19121 WWW.LEVEL9ARCH.COM TEL: (215) 529 - 8332 2022 LEVEL NINE ARCHITECTS
ALL RIGHTS RESERVED DRAWING TITLE **ELEVATIONS** REVISIONS PROJECT NUMBER DATE 01/17/2023 DRAWN BY JMB/GER SCALE

> AS NOTED DRAWING NUMBER

CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

PROVIDE (3)2X6 POSTS WITHIN 2X4 BEARING WALLS @ ALL BEAM LOCATIONS.

BEAMS TO BE FLUSH WITH FLOOR JOISTS UNLESS OTHERWISE NOTED. PROVIDE WOOD HEADERS IN BEARING WALLS AS SCHEDULED UNLESS OTHERWISE NOTED.

PROVIDE DOUBLE TOP PLATES IN ALL BEARING WALLS PROVIDE BRIDGING BETWEEN FLOOR JOISTS @ 7'-0" O.C.

ALL BUILT UP BEAMS TO HAVE 1/2" PLYWOOD CORES AND BE CONNECTED WITH 1/2" DIA. THROUGH-BOLTS @ 16" O.C. STAGGERED 1 1/2" ABOVE AND BELOW NEUTRAL AXIS.

PROVIDE 3.5" MIN. BEARING @ ALL JOISTS & BEAMS.

ALL FLOOR DECKING TO BE 3/4" PLYWOOD BOTH GLUED & SCREWED TO FLOOR JOISTS. PROVIDE FULL DEPTH JOIST HANGERS @ ALL JOISTS TO BEAM CONNECTIONS; FASTEN PER MANUFACTURER

PROVIDE FULL DEPTH HANGERS @ ALL BEAM TO BEAM CONNECTIONS; FASTEN PER MANUFACTURER SPECIFICATIONS ALL EXTERIOR TO BE GALVANIZED; ALL EXTERIOR LUMBER TO BE WOLMANIZED

ALL LUMBER IN DIRECT CONTACT WITH MASONRY IS TO BE WOLMANIZED UNLESS OTHERWISE NOTED.

WHERE FIBERGLASS ROOF DECK IS INSTALLED, USE 12" ON CENTER FRAMING FOR JOIST MEMBERS

FRAMING SYMBOLS FRAMING MEMBER **EXISTING FRAMING**

NEW (3) 2X10

EXISTING

TO MATCH **EXISTING**

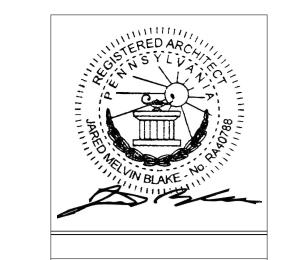
1/4"/12"

BEAM TO MATCH

NEW 6X6 COLUMN

LEDGER BOARD

OPENING



SIDENCE BUCKO

LEVEL NINE ARCHITECTS, LLC.

3060 W. JEFFERSON ST. PHILADELPHIA, PA 19121

WWW.LEVEL9ARCH.COM

TEL: (215) 529 - 8332

2022 LEVEL NINE ARCHITECTS
ALL RIGHTS RESERVED

DRAWING TITLE

STRUCTURAL FRAMING PLAN

REVISIONS

PROJECT NUMBER

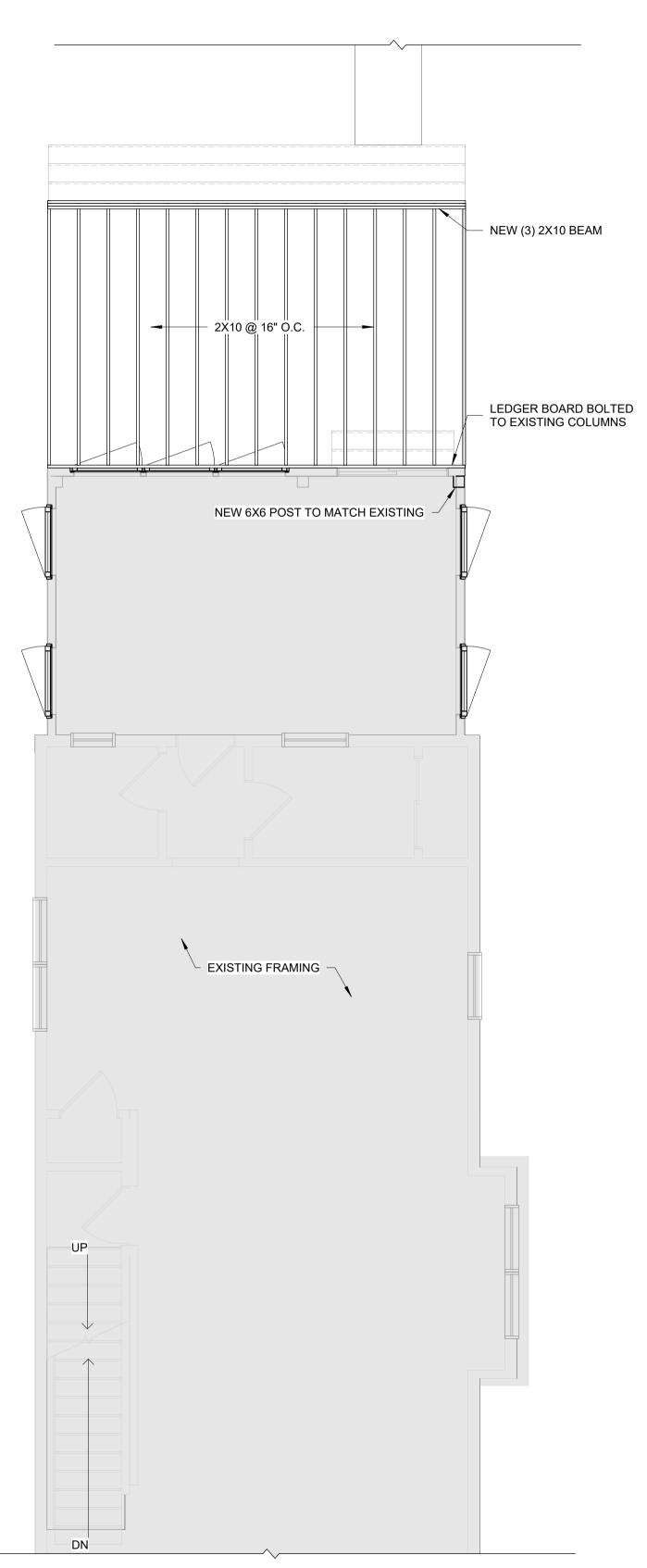
DATE 01/17/2023

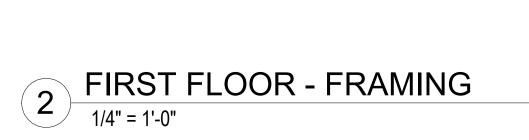
DRAWN BY JMB/GER

SCALE AS NOTED

DRAWING NUMBER S100

CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.







______ H-----

EXISTING 8" STEP FTG

GC TO VIF LOCATION OF EXISTING FOOTERS

L EXISTING FOUNDATION -

TO REMAIN

8' - 8"

7' - 0" VIF

NEW 14" CONC FTG 3'
DEEP

8' - 8"

EXISTING 18" CONC

10' - 4"

FTG 3' DEEP

NEW 14" CONC FTG 3' DEEP

EXISTING 18" CONC

FTG 3' DEEP

SEE STAIR DETAIL

DEEP

NEW 14" CONC FTG 3'

EXISTING 8" STEP FTG

EXISTING 14" CONC

TO REMAIN

FTG 3' DEEP



SISTER NEW

CENTERED ON

||EXISTING ||

FRAMING TO REMAIN

JOIST TO

EXISTING

EXISTING

COLUMN

EXISTING FRAMING -



Zoning Administration

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

> Stephanie Cecco Borough Manager

ZONING NOTICE OCTOBER 16, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-18

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 16, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Richard S. Mahoney and Gale M. Mahoney

430 Holly Road Blue Bell, PA 19422

PREMISES INVOLVED: 624 Maple Street

Conshohocken, PA 19428

BR-1 - Borough Residential District 1

OWNER OF RECORD: Jesse Wasmanski, David Wasmanski, Paul Wasmanski

20 Main Street

Schwenksville, PA 19473

The petitioner is seeking a Special Exception pursuant to Section 27-703.B.(1) of the Conshohocken Borough Zoning Ordinance for a change in use from an existing nonconforming trophies/printing/imprinting commercial business use to another nonconforming private vehicle storage garage use within the BR-1 – Borough Residential District 1.

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

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

Thank you, Zoning Hearing Board



Office of the Borough Manager

Zoning Administration

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

> Stephanie Cecco Borough Manager

Date: October 10, 2023

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 624 Maple Street - Zoning Determination

History of the Site:

624 Maple Street is an existing non-conforming, light manufacturing commercial property, developed with a 1-story, 4,836 square-foot stucco warehouse structure. The building was previously occupied by the prior Don-Len, Inc. which was a trophies, printing, imprinting, and engraving commercial business. The property is fronted by Maple Street to the east; a 20-feet wide unnamed alley to the south; residential properties to the west; and commercial and residential properties to the north. The property is located within the BR-1 – Borough Residential One zoning district.

Current Request:

The Applicants, Richard S. Mahoney and Gale M. Mahoney, are proposing to change the existing nonconforming use of the former Don-Len, Inc. trophies, printing, imprinting, and engraving commercial business use to another nonconforming use for the private storage of automotive vehicles within the building. The Applicant is seeking a Special Exception pursuant to the Conshohocken Borough Zoning Code Section §27-703.B.(1) to allow for the change in use from a nonconforming use to another nonconforming use which is equally appropriate or more appropriate to the district in which the property is located and is no more detrimental than the existing nonconforming use.

Zoning Determination:

Per the Borough of Conshohocken Zoning Ordinance Section 27-1002 – Permitted Uses, the former Don-Len, Inc. trophies, printing, imprinting, and engraving commercial business use was not a permitted use by right within the BR-1 zoning district; and therefore, the use is considered an existing nonconforming use. The Applicant is proposing a change in the commercial use of the building for private storage of automotive vehicles. In accordance with Section 27-1002, private storage of automotive vehicles is also not a permitted use by right within the BR-1 zoning district, nor a use permitted by conditional use under Section 27-1003.

In accordance with Section 27-703.B.(1) of the Conshohocken Borough Zoning Ordinance, a change in use of a nonconforming use may be changed to another nonconforming use which is equally appropriate or more appropriate to the district in which the property is located and is no more detrimental than the existing nonconforming use as a Special Exception by the Zoning Hearing Board. Therefore, the Applicant would be required to seek a Special Exception pursuant to Section 27-703.B.(1) of the Conshohocken Borough Zoning Ordinance to permit the private storage of automotive vehicles within the existing nonconforming building.



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

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

Zoning Application

	Application:
Application is hereby made for:	Date Submitted:
<u> </u>	Date Received:
Special Exception Variance	1
Appeal of the decision of the zoning officer	
Conditional Use approval Interpretation of the	ne Zoning Ordinance
Other	
Section of the Zoning Ordinance from which relief is r	equested:
27-703(B)(1) - Change from one non-conforming use to another non-conforming	
Applicant's Name: Richard S. Mahoney and Gale M. Mahoney, I Address: 430 Holly Road, Blue Bell, PA 19422	H/W
Phone Number (daytime): thru counsel 484-344-5429	
E-mail Address: 7673rick@gmail.com	
Applicant is (check one): Legal Owner Equitable C	Dwner♥; Tenant
Property Owner: Jesse Wasmanski & David Wasmanski & Paul \	Vasmanski
Address: 20 Main Street, Schwenksville, PA 19473	
Phone Number: *Applicant is settling on the purchase on Septem	ber 29, 2023. Applicant will be legal
E-mail Address: owner at time of the hearing. Applicant will bring	a copy of the deed to the hearing.
Let Dimensions: 64.25' x 80' Zoning Distr	
	: BR-1

8.	Has there been previous zoning relief requested in connection with this Property?
	Yes No V If yes, please describe.
9.	Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.
	The Subject Property consists of a commercial retail business. Existing structure is 62' x 78'. The building and site are existing non-conformities. The building itself is in need of extensive repairs and renovation.
10.	Please describe the proposed use of the property.
	Applicant proposes to use the Subject Property as a private automobile garage. The garage would only store cars owned by the Mahoney's. No auto repair would occur on premises. The garage would not be open to the public.
44	Please describe proposal and improvements to the property in detail.
11.	
	Applicant will make no changes to the foot print of the Subject Property.
	Applicant intends to renovate the structure and the exterior to make the structure more appealing on Maple Street. Applicant will also bring the interior up to current code with respect to fire/safety and ADA requirements.

Applicant also seeks curb cut approval (although the existing curb is almost level with the paving in the cartway) to have a new garage door installed on Maple Street. Applicant is unable to install a garage door on the side alley, since it is very narrow. Additionally, there is a change in elevation of 5 feet from Maple Street to the rear of the property - making a garage door impossible to locate elsewhere than on Maple Street.

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

Applicant seeks a Special Exception to change from one nonconforming use to another that is equally or more appropriate in the BR-1 zoning district pursuant to 27-703(B)(1). The current retail operation had employees and customers coming in and out on a daily basis. The employees and customers would park on the street.

Here, Applicant will not utilize any on-street parking for the use. Also, the use will go from an active use to a passive use. Only the owners will access the Subject Property. No auto repair will occur on the Property. And, the Subject Property will not be open to the public.

13.	If a <u>Variance</u> is being requested, please describe the following:
	a. The unique characteristics of the property:
	b. How the Zoning Ordinance unreasonably restricts development of the property
	c. How the proposal is consistent with the character of the surrounding
	neighborhood.

d. Why the requested relief is the minimum required to reasonably use the

property; and why the proposal could not be less than what is proposed.

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

b. Please explain in detail the reasons why you disagree with the zoning officer's determination.
If the Applicant is requesting any other type of relief, please complete the following section.
a. Type of relief that is being requested by the applicant.
b. Please indicate the section of the Zoning Ordinance related to the relief being requested.
c. Please describe in detail the reasons why the requested relief should be granted.
If the applicant is being represented by an attorney, please provide the following information.
a. Attorney's Name: Mark S. Danek, Esq.
b. Address: 1001 Conshohocken St Rd, Suite 1-210, W. Conshohocken, PA 19428
c. Phone Number: 484-344-5429
d F-mail Address: mark.danek@obermayer.com

15.

16.



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

Decision

		(Fan Banan ala Han Omly)	
		(For Borough Use Only)	
Application Granted		Application Denied	
MOTION:			
CONDITIONS:			
BY ORDER OF THE Z	ONIINIC LIE	A DINIC BOADD	
by ORDER OF THE Z	OMMGIII	Yes	No
		П	
		П	
		[-7	
DATE OF ORDER:			

I/we hereby certify that to the best of my know this Zoning Application and any papers or plan Borough of Conshohocken are true and correct.	ledge, all of the above statements contained in s submitted with this application to the
Applicant - Richard S. Mahoney	
Legal Owner $9-14-23$	
Date	
COMMONWEALTH OF PENNSYLVANIA	
COUNTY OF MONTGOMERY	14th downt
Assubscribed and sworn to before me this	day of
Notary Public Phylemoda	Commonwealth of Pennsylvania – Notary Seal Dawn C Nylander, Notary Public Montgomery County My Commission Expires March 28, 2027 Commission Number 1121814

(Seal)



AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE ASC This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR). PARTIES BUYER(S): Richard S Mahoney and Gale M Mahoney and or SELLER(S): Jesse & David & Paul Wasmanski nominee PROPERTY PROPERTY ADDRESS 624 Maple Street ZIP 19428 in the municipality of Bornugh of Conshohocken County of Montgomery , in the Commonwealth of Pennsylvania. Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): Deed Book - 6255 Page- 02221 Tax ID #(s): 05-00-06260-00-8 BUYER'S RELATIONSHIP WITH PA LICENSED BROKER No Business Relationship (Buyer is not represented by a broker) Broker (Company) Keller Williams Real Estate-Licensee(s) (Name) Anthony J Stipa Jr Blue Bell Company Address 910 Harvest Drive, Blue Bell, PA 19422 Direct Phone(s) (610)828-9200 Cell Phone(s) Company Phone (215)646-2900 Fax Company Fax (215)654-6060 Email ajstipa@kw.com Broker is (check only one): Licensec(s) is (check only one): X Buyer Agent (Broker represents Buyer only) Buyer Agent (all company licensees represent Buyer) Dual Agent (See Dual and/or Designated Agent box below) X Buyer Agent with Designated Agency (only Licensec(s) named above represent Buyer) Dual Agent (See Dual and/or Designated Agent box below) Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer) SELLER'S RELATIONSHIP WITH PA LICENSED BROKER No Business Relationship (Seller is not represented by a broker) Broker (Company) Realty Mark Associates-King of Prussia Licensee(s) (Name) George Korkus Jr Company Address 215 W Church Road/ Suite- 203, King of Direct Phone(s) (610)213-9200 Prussia, PA 19406 Cell Phone(s) (610)213-9200 Company Phone (215)376-4444 Fax Company Fax Email georgrkorkus@comcast.net Broker is (check only one): Licensee(s) is (check only one): X Seller Agent (Broker represents Seller only) Seller Agent (all company licensees represent Seller)

X Seller Agent with Designated Agency (only Licensee(s) named Dual Agent (See Dual and/or Designated Agent box below) above represent Seller) Dual Agent(Sec Dual and/or Designated Agent box below) Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller) **DUAL AND/OR DESIGNATED AGENCY** A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

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

RSM GMM Buyer Initials.

ASC Page 1 of 10

Seller Initial

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rev. 9/22; rel, 1/23

2,			es to purchase, the ident NCE AND DEPOSITS (3				
) Purchase Pri					
	(ınd	97066774484893544	I	7 E D.	11
	**********	l. Initial D	Deposit, within days	s (5 if not specified) of Execution Da		J.S. Do.	llars), to be paid as follows:
			cluded with this Agreeme				OCCUPANT CONTRACT CON
			nal Deposit within 30	days of the Execution Date:	\$		
		3.		COLUMN TO THE PROPERTY OF THE	S	***************************************	
	(B)	All funds p	BAYS of settlement, inc	ement. deposits, will be paid by check, of luding funds paid at settlement,	cashier's check or wi will be by cashier's	red fur check	nds. All funds paid by Buye or wired funds, but not b
	(C)	Deposits, reg	gardless of the form of p	ayment and the person designated			AL.
		will retain d	eposits in an escrow acc	count in conformity with all applie	able laws and regulat	ions ur	ntil consummation or termina
3.	SE'	State Real Es		ate brokers are required to hold do tendered as deposit monies may be h 3)			
					,	or befor	re if Buyer and Seller agree.
	(B)	Scitlement w	ill occur in the county v	3 where the Property is located or in	an adjacent county,	during	normal business hours, unles
	(C)		eller agree otherwise.	If be pro-rated on a daily basis betwe	on Russer and Saller	imbur	ing where applicable:
	(-)	current taxes	; rents; interest on mort	gage assumptions; condominium f	ees and homeowner	associal	me where applicable. tion fees; water and/or sewe
		fees, together	with any other lienable	municipal service fees. All charges	will be pro-rated for	the per	iod(s) covered. Seller will pay
		up to and incl	luding the date of settleme	ent and Buyer will pay for all days fo	ollowing settlement, un	less oth	nerwise stated here:
	(D)	For purposes	of prorating real estate tax	es, the "periods covered" are as follo)WS:		
	` ,	1. Municipa	al tax bills for all counties	and municipalities in Pennsylvania	are for the period from	Januar	y 1 to December 31
		2. School to	ax bills for the Philadelp	hia, Pittsburgh and Scranton Schoo	ol Districts are for the	period	from January 1 to December
	(F)	31. Scho	of tax bills for all other sol	hool districts are for the period from	July 1 to June 30.		
				simple deed of special warranty unle			
	(F)	Payment of tra	ansfor taxes will be divide	d equally between Buyer and Seller	unless otherwise stated	here:	44 .000 CO
	(G)	Possession is	to be delivered by deed,	existing keys and physical possess	sion to a vacant Prope	rty free	e of debris, with all structures
				ment, unless Seller, before signing	this Agreement, has i	dentifie	ed in writing that the Property
	(H)	is subject to a		the Property is subject to a lease or	shart taem rantal nan	aansant	macraceum se to ha dalitarea
	(11)	by deed, exist	ting keys and assignment	t of existing leases and short-term	rental agreements for	the Pr	onerty, together with security
		deposits and	interest, if any, at day a	nd time of settlement Seller will	not enter into any ne	w leas	es or short-term rental agree
				short-term rental agreements, for t			
				short-term rental agreement(s) by otherwise stated in this Agreement.	initialing the lease(s)	or sho	rt-term rental agreement(s) a
		Tenant-Oc	cupied Property Addenc	lum (PAR Form TOP) is attached	and made part of this	s Agree	ement.
4.	DAT	ES/TIME IS	OF THE ESSENCE (3-1	5)			
				on or before: August 1st. 2023		.,	
		The Settlemer essence and ar		es and times identified for the per-	tormance of any oblig	gations	of this Agreement are of the
				nt is the date when Buyer and Se	Her have indicated fu	II acce	ptance of this Agreement by
		signing and/or	initialing it. For purpose	es of this Agreement, the number of	of days will be count	ed fron	i the Execution Date, exclud-
				ted and including the last day of th	e time period. All ch	anges (to this Agreement should be
		initialed and t The Settlemen		y any other provision of this Agree	ament and may only b	a avi	ided by mutual written access
	(17)	ment of the par	rties.	y any omer provision or this Agree	and may only b	C CALCE	ided by midital written agree-
	(E)	Certain terms and time perie	and time periods are preods are negotiable and m	e-printed in this Agreement as a conay be changed by striking out the	onvenience to the Buy pre-printed text and	er and inserti	Seller. All pre-printed terms ng different terms acceptable
5.			Neept where restricted by PERSONAL PROPERT				
	(A)	t is possible regarded as pa	for certain items of pers	sonal property to be so integrated perefore included in a sale. Buyer a	into the Property tha and Seller are encoura	it they iged to	become fixtures and will be be specific when negotiating
		regitta villi	. 35 meradda or exeruged	nt ting 3010.		De.	_
		os	DS			บร	OS OS
	er Ini	10° 61 1	Z'4 A 8 A		l 10	/I s]]]

65 66 67 68 69		(B)	HVAC equipment; lighting fixtures (including chandeliers	ly installed in the Property, free of liens, including plumbing; heating and ceiling fans); and water treatment systems, unless otherwise stated on the Property at the time of settlement. Also included:
70 71		(C)	The following items are not owned by Seller and may be sub-	ect to a lease or other financing agreement:
72				
73 74		(D)	EXCLUDED tixtures and items:	
75	6.		IING (4-14)	
76 77 78		vidal void	ole) is zoned solely or primarily to permit single-family died, any deposits tendered by the Buyer will be returned to the	except in cases where the property (and each parcel thereof, if subdi- wellings) will render this Agreement voidable at Buyer's option, and, it Buyer without any requirement for court action.
79 80	7.		ng Classification, as set forth in the local zoning ordinance ER FINANCING (7-22)	: BR-1/ legal non-conforming
81	••			obtaining financing for the purchase of the Property. Regardless of any
82			contingency in this Agreement, if Buyer chooses to obtain fin	ancing, the following apply:
83 84 85				on to Seller, Broker(s), or the lender(s) concerning Buyer's legal or a processing the financing application, which results in the lender(s) will be in default of this Agreement
86 87			 Within days (10 if not specified) from the Execu- cation for the financing terms stated above to a respor- 	tion Date of this Agreement, Buyer will make a completed, written applisible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise
88 89			Broker for Seller, is authorized to communicate with	
90		•	 Seller will provide access to insurers' representatives a cials, appraisers, and inspectors. 	and, as may be required by the lender(s), to surveyors, municipal offi-
91		(B)	inancing Contingency	
92 93		į		although Buyer may obtain financing and/or the parties may include an
94			to obtain financing for the Property.	that the waiver of this contingency does not restrict Buyer's right
95			ELECTED. This sale is contingent upon Buyer obtain	ng financing according to the terms outlined below. Upon receipt of a
96 97	, 444 000-444-44-44-44-44-44-44-44-44-44-44-44		financing commitment, Buyer will promptly deliver a co	by of the commitment to Seller, but in any case no later than (Commitment Date).
98			on the Property	Second Loan on the Property
	Loar	ı Amo	int 2	Loan Amount S
99 100	Mini	mum '	Term years	Minimum Term
100 101	Mini Type	mum '	unt \$years anyears	Minimum Term years
100 101 102	Type	of Lo	e%; however, Buyer agrees to accept	Type of Loan Interest rate
100 101	Type Inter the	of Lo est rai intere	e%; however, Buyer agrees to accept	Type of Loan Interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to
100 101 102 103 104	Type Inter the excee	of Locations of Lo	an e %; however, Buyer agrees to accept st rate as may be committed by the lender, not to aximum interest rate of % Juless otherwise agreed to in writing by Buyer and Sell	Minimum Term years Type of Loan Interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of %. er, if a written commitment is not received by Seller by the above
100 101 102 103 104	Type Inter the excee	of Location of Loc	an	Type of Loan Interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of %.
100 101 102 103 104 105 106 107 108	Type Inter the excee	of Locest raining of Locest ra	an	Type of Loan Interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of er, if a written commitment is not received by Seller by the above er, with all deposit monies returned to Buyer according to the terms es' lien insurance and/or title search, or fee for cancellation of same,
100 101 102 103 104 105 106 107 108 109	Type Inter the excee	of Locest rail	an	Type of Loan Interest rate """ with all deposit monies returned to Buyer according to the terms of liter insurance and/or title search, or fee for cancellation of same, for fire insurance with extended coverage, insurance binder charges
100 101 102 103 104 105 106 107 108 109 110	Type Inter the excee	of Locest radintered a m	an	Type of Loan Interest rate """ with all deposit monies returned to Buyer according to the terms of liter insurance and/or title search, or fee for cancellation of same, for fire insurance with extended coverage, insurance binder charges
100 101 102 103 104 105 106 107 108 109	Type Inter the exceed	of Locest radintered a m	an	Type of Loan Interest rate """ with all deposit monies returned to Buyer according to the terms of fire insurance and/or title search, or fee for cancellation of same, for fire insurance with extended coverage, insurance binder charges reges paid in advance to lender.
100 101 102 103 104 105 106 107 108 109 110 111 112 113	Type Inter the exceed	est rai intere ed a m 1. U d o 2. I if o CHAN If a change	an	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113	Type Inter the exceed	of Locest rail intered a m 1. I d o 2. I if o CHAN If a ch change include	we will be responsible for any premiums for mechanical any; AND/OR any premiums for flood insurance and reancellation fee, if any; AND/OR any appraisal fees and characteristics for some financial status affects Buyer's ability to premotify Seller and lender(s) to whom the Buyer submitters, but is not limited to, loss or a change in income; But is not limited to, loss or a change in income; But is not limited to, loss or a change in income; But is not limited to, loss or a change in income; But is not limited to, loss or a change in income; But is not limited to, loss or a change in income; But is not limited to, loss or a change in income; But is not limited to, loss or a change in income; But is not limited to, loss or a change in income;	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113	Type Inter the exceed	e of Locest rail intered a m 1. U d 0 2. If O CHAN If a chechange including agains	%; however, Buyer agrees to accept st rate as may be committed by the lender, not to aximum interest rate of	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116	Type Inter the exceeded 8.	est railintered a million of CHANIff a change including a billity SELL	we will be responsible for any premiums for mechanical any; AND/OR any premiums for flood insurance and cancellation fee, if any; AND/OR any appraisal fees and characteristics for single in Buyer's financial status affects Buyer's ability to premium for to mechanical any; AND/OR and the single in Buyer's financial status affects Buyer's ability to premium for the buyer submitted to, loss or a change in income; But Buyer. Buyer understands that applying for and/or to purchase. ER REPRESENTATIONS (1-20)	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117	Type Inter the exceeded 8.	e of Lccest railintereed a mm. I. I do o o o o o o o o o o o o o o o o o	with the second status affects Buyer's ability to purchase. Expression of Water and Lender's lender's and lender's lender's and lender's lend	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118	Type Inter the exceeded 8.	e of Lccest railintered a mile of Lccest railintered agains ability SELL A) S	an	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117	8. 6	cof Lccest railintered a mile of Lccest railintered a change including a mile of Lccest railintered against a billity and Lccest railintered a change including a change incl	with the second status affects Buyer's ability to purchase. Expression of Water and Lender's lender's and lender's lender's and lender's lend	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121	8. 6	cof Lccest railintered a mile of Lccest railintered a change including a mile of Lccest railintered against a billity and Lccest railintered a change including a change incl	which is a served by the lender, not to aximum interest rate of	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123	8. 6	cof Lccest railintered a mile of Lccest railintered a change including a mile of Lccest railintered against a billity and Lccest railintered a change including a change incl	with the series of the series	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121	8. 6	cof Lccest railintered a mile of Lccest railintered a change including a mile of Lccest railintered against a billity and Lccest railintered a change including a change incl	with the series of the series	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126	8. 6	cof Lccest railintered a mile of Lccest railintered railintered railintered railintered railintered railintered railintered railintered	with the series of the series	Minimum Term years Type of Loan Interest rate
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125	8. 6	cof Lccest railintered a mile of Lccest railintered railintered railintered railintered railintered railintered railintered railintered	with the series of the lender, and to aximum interest rate of the lender, and the lender, and the lender, and the lender interest of lender	Type of Loan Interest rate W; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of er, if a written commitment is not received by Seller by the above er, with all deposit monies returned to Buyer according to the terms estable in insurance and/or title search, or fee for cancellation of same, for fire insurance with extended coverage, insurance binder charges arges paid in advance to lender. Archase, Buyer will, within days (5 if not specified) of said and ded to an application, if any, in writing. A change in financial status yer's having incurred a new financial obligation; entry of a judgment incurring an additional financial obligation may affect Buyer's to Well (see Sewage Notice 1) Holding Tank (see Sewage Notice 3) y to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable) nit Limitations in Effect (see Sewage Notice 5)
100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126	8. 6	cof Lcc straintered a minute red a minute re	with the service of the large o	Minimum Term years Type of Loan Interest rate

Notices Pursuant to the Pennsylvania Sewage Facilities Act

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131 132 133 134 135 136		repair or occupy any built permit. Buyer is advised be administering the Act to de-	ilities Act provides that no person shall install, constructing or structure for which an individual sewage sys by this notice that, before signing this Agreement, Buy letermine the procedure and requirements for obtaining a administering the Act will be the municipality who	stem is to be in ver should conta g a permit for a	stalled, without first obtaining a ct the local agency charged with n individual sewage system. The
137 138 139		Notice 2: This Property is of Section 7 of the Penns constructing, awarding a co	s serviced by an individual sewage system installed u ylvania Sewage Facilities Act. (Section 7 provides the outract for construction, altering, repairing or connecting	at a permit may g to an individua	not be required before installing, I sewage system where a ten-acre
140 141		parcel or lot is subdivided that, should the system	from a parent tract after January 10, 1987). Buyer is adv malfunction, the owner of the Property or properties se	vised that soils a erviced by the sy	nd site testing were not conducted stem at the time of a malfunction
142 143 144		Notice 3: This Property water carrying system a	contamination, pollution, public health hazard or nuisan is serviced by a holding tank (permanent or ter nd which is designed and constructed to facilitate	mporary) to w e ultimate disp	hich sewage is conveyed by a losal of the sewage at another
145 146 147		tank from the date of its ins	sylvania Sewage Facilities Act, Seller must provide stallation or December 14, 1995, whichever is later. sewage system has been installed at an isolation d		
148 149 150		tance specified by regulation provide guidance. Subsect	ation. The regulations at 25 Pa. Code §73.13 pertain ion (b) of §73.13 states that the minimum horizontal stem suction line and treatment tanks shall be 50 fee	ning to minimu Lisolation distar	m horizontal isolation distances nee between an individual water
151 152		izontal isolation distance absorption area shall be 100	between the individual water supply or water supply	y system suctio	n line and the perimeter of the
153 154 155 156	(C)	are not available for this lot pletes a major planning req	and construction of a structure to be served by sewage furiement pursuant to the Pennsylvania Sewage Facilitie that Seller has no knowledge except as noted in this	acilities may not s Act and regula	begin until the municipality com- tions promulgated thereunder.
157 158 159 160	(0)	contaminated by any substance other environmentally sensitive polychlorinated biphenyls, lead	in any manner which requires remediation; (2) The largest areas, development of which is limited or preclude based paint or any other substance, the removal or seen violated in the handling or disposing of any management.	Property contair ed by law; (3) disposal of whi	ns wetlands, flood plains, or any The Property contains asbestos, ch is subject to any law or reg-
161 162 163 164	(D)	into the soil, air, surface water, of Seller agrees to indemnify and fees and court costs, which ari		ms, demands, o	or liabilities, including attorneys of the Property prior to, during,
165 166 167	(E)	Seller is not aware of historic pro	eservation restrictions regarding the Property unless oth	erwise stated he	re:
168 169 170 171 172	(F)	ciation assessments have been authority has been served upo building, safety or fire ordinand	the date Seller signed this Agreement, no public immade against the Property which remain unpaid, and Seller or anyone on Seller's behalf, including notes that remain uncorrected, and that Seller knows out in uncorrected, unless otherwise specified here:	id that no notic tices relating to	e by any government or public violations of zoning, housing,
173 174 175		·	al notices (including violations) and/or assessments exc		
176 177		Internet of Things (IoT) Device	tire issuance of a highway occupancy permit from the less		
178 179 180 181		on those devices make up and Seller acknowledge tha 2. On or before settlement, Se	green devices that are capable of connecting to the In a digital ecosystem in the Property sometimes refen t IoT devices may transmit data to third parties outside eller will make a reasonable effort to clear all data st	red to as the "I of the control of tored on all IoT	Internet of Things (IoT)." Buyer fitheir owner. devices located on the Property
182 183 184 185		cellular telephones, person disconnected and cleared of anyone on Seller's behalf to	Seller further acknowledges that all personal devices al computers and tablets) having connectivity to any of relevant data prior to settlement. Further, no atten access any IoT devices remaining on the Property.	of IoT device(s) Inpres will be ma	located on the Property will be ade after settlement by Seller or
186 187 188 189 190		Property and to restrict according provided access. This includes	er will make a reasonable effort to clear all stored tess to said devices by Seller, Seller's agents or any tades, but is not limited to, restoring IoT devices to and submitting change of ownership and contact in	third party to woriginal settings	hom Seller may have previously s, changing passwords or codes,
191		4. This paragraph will survive	settlement.	,	nsns
192	Buyer In	nitia s: KSM GMM	ASC Page 4 of 10	PW	Seller Initials:

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the

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193	10		AIVER OF CONTINGENCIES (9-05)
194		U	this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental
195		CO	inditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's
196			ilure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and
197			uyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.
198			UYER'S DUE DILIGENCE (3-15)
199			WAIVED. This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property IN ITS PRESENT
200 201			CONDITION, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this
202			Agreement.
202		X	
204			and permitted use of the property is satisfactory. Buyer may, within 30 days (30 if not specified) from the Execution Date
205			of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condi-
206			tion, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications
207			and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by
208			qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements
209			or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due diligence, Buyer
210			determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period,
211			terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
212			Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to termi-
213			nate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accor-
214			dance with the terms and conditions as more fully set forth in this Agreement.
215		(A)	Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed
216			herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CON-
217			DITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own
218			inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.
219			Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or
220			determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the
221			permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection
222 223		(D)	of any of the systems contained therein Any repairs required by this Agreement will be completed in a workmanlike manner.
224			Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance
225		(0)	for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance
226			and possible premium increases.
227	12.	NO	TICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)
228			In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a
229			property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value
230			for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed
231			value of the property and result in a change in property tax
232		(B)	With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in
233			rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement
234			and before settlement, Seller will within 30 days (10 if not specified) of receiving the notices and/or assessments provide a
235			copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
236			1. Fully comply with the notices and/or assessments, at Seller's expense, before sentlement. If Seller fully complies with the
237			notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
238			2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
239			within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within days
240	_		os — (10 if not specified) that Buyer will: **Male: Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
24	CM	. /	NAMES. LORIGIV WITH THE HOUSES ARREST ASSESSMENTS AT DRIVET'S EXDERSE, ACCEPT THE PRODUCTLY, and agree to the RECENCE OF

Paragraph 26 of this Agreement, OR

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

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

quired by law, within 30 DAYS from the Execution Date of this Agreement, but in so case later than 15 DAYS open to Softlement Date, Seller will order at Seller's expense a certification from the appropriate mannerpal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Beapony II Hillian ecounce a native of any required repaired in province will providely deliver 1 copy of the source to Seller

(D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement,

Buyer Initials:

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Seller Initials

Sign En	ivelupe ID. UFO	II DOAN-DD53-II DC-DDI O-DD07000L403 I
254	Se	ller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by
255	wr	itten notice to Seller within days (15 days if not specified) after Buyer learns of the filing of such proceedings, with
256	all	deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice
257	of	termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement
258	rei	nain in full force and effect.
259	13. TAX D	EFERRED EXCHANGE (4-14)
260	(A) If	Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
261	Bu	yer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be
262		sonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any
263		litional costs associaled with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's
264		erest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be
265		uired to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall
266		yer be obligated to take title to any property other than the Property described in this Agreement. Soller shall indemnify and
267		d harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction
268		Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
269		ler agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be
270		sonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any
271		itional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest
272		his Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required
273		execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall
274	inde	mnify and hold harmless. Seller against any liability which prices or is claimed to have arisen from any aspect of the exchange

14. COMMERCIAL CONDOMINIUM (10-01)

NOT APPLICABLE.

transaction.

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

indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange

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

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

(G) COAL NOTICE (Where Applicable)

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

624 Maple Street

318 319		(H)	The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:
320		(1)	1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:
321 322 323 324			Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement. 2. Notice Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that
325 326 327 328			is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
329 330 331	16	. MA	disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers. INTENANCE AND RISK OF LOSS (10-06)
332 333			Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
334		(B)	Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed,
335 336		(C)	or damaged as a result of any cause whatsoever. Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
337 338			replaced, Buyer will: 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
339 340	4.79	D.E.	 Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.
341 342	17.		C ORDING (9-05) Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
343 344	18.		es or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement. IGNMENT (1-10)
345 346 347		able.	Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless rwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
348 349	19.		VERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
350 351		(B)	laws of the Commonwealth of Pennsylvania. The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
352 353 354 355	20		party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania. Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both. TICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)
356 357 358 359		The for o	Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal see department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.
360 361	21.		TIFICATION OF NON-FOREIGN INTEREST (10-01) Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the
362 363			Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.
364 365 366			Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees
367 368			to furnish Buyer, at or before closing, with the following: An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a
369 370 371		Chamber of Transport	foreign person. A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer. Other:
372	22.		RESENTATIONS (1-10) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Sciler, Brokers, their licens-
373 374 375 376			ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
377 378			pe altered, amended, changed or modified except in writing executed by the parties. Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

Buyer Initials: KSM GMM

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ASC Page 7 of 10

PW Seller Initials: DS

624 Maple Street

23. BROKER INDEMNIFICATION	(6-1.5)	i
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and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any

person or entity. This paragraph shall survive settlement.

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

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

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

25. ARBITRATION OF DISPUTES (1-00)

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



26. RELEASE (9-05)

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

27. REAL ESTATE RECOVERY FUND (1-18)

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

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

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

29. NOTICE BEFORE SIGNING (4-14)

Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge of ics. nd-

468		limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. But and environmental aspects. But and environmental aspects. But and environmental aspects.
469		receipt of a copy of this Agreement at the time of signing. This Agreement may be executed in one or more counterparts, each
470		which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parti
471		WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return of this Agreement, and any addenda and amer
472		ments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.
473	30.	SPECIAL CLAUSES (4-14)
474		(A) The following are part of this Agreement if checked:
475		Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
476		Short Sale Addendum to Agreement of Sale (PAR Form SHS)
477		Zoning Change Addendum to Agreement of Salc (PAR Form ZCA)
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-13pp	/	Additional Terms: " It is hereby agreed that paragraph 12 (C) shall now read: The buyer's assume responsibility for obtaining
18651	1 6	Mithe Use and Occupancy Permit from the Borough Of Conshohocken. This includes any required repairs or the signing of an
1821	9 6	affidavit to complete such post-settlement.
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Seller Initials



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Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Continussion at 4 to 25 to	Pa.
Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit metric before signing this Agreement. Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit metric before signing this Agreement. Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit metric before signing this Agreement. Depo	
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519 Mailing Address 520 Phone(s) Fax Email 521 AUTHORIZED REPRESENTATIVE	
521 AUTHORIZED REPRESENTATIVE	
523 COMPANY	
Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 33	336.
Seller has received a statement of Seller's estimated closing costs before signing this Agreement.	
526 VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is author	ized
by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lea	e, or
exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of	the
529 shareboth 95 WEIRSH AY: to 15 P.S. §1311. 8/2/2023	
530 SELLER DATE	
fesse david & Paul Wasmanski	
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532 Phofic(s) Fax Email 533 SELLER JUST Wasmanski DATE 8/2/2023	
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537 Mailing Address 538 Phone(s) Fax Email	congruence of Ar
538 Phone(s) Fax Email 539 AUTHORIZED REPRESENTATIVE	
540 Title	
541 COMPANY	

CHANGE IN TERMS ADDENDUM TO AGREEMENT OF SALE

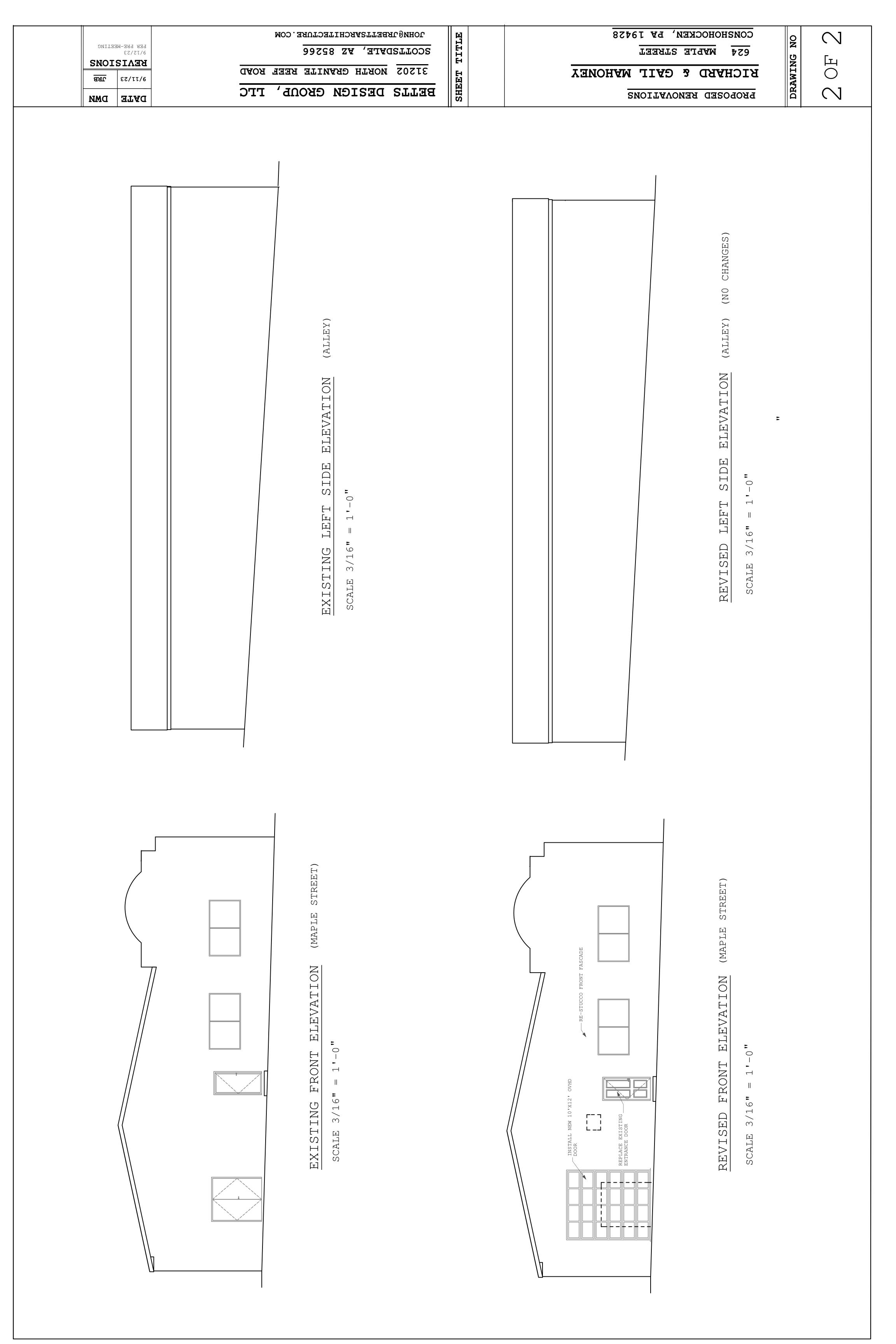
This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

4	-	The following terms of the Agreement of Sale are	sahammad as statud balanus
5]	1. REPAIRS	coanged as stated below:
6 7 8 9		settlement, if not specified), in a workmanlike ma	following repairs no later than days prior to Settlement Date (prior to anner, with all required permits, according to the attached contractor's proposal(s and specifications contained therein, shall become part of this Agreement:
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24 25	£	2. SELLER ASSIST Seller Assist is changed to S	% of the Purchase price, maximum, toward Buyer's costs as per
		oner receipt in change to to 5	76 OF THE PHICHASE DRICE MAXIMUM TOWARD BUVERS COSTS AS DET
26		mitted by the mortgage lender, if any, Seller is only	v obligated to pay up to the amount or percentage which is approved by mortrage
		mitted by the mortgage lender, if any. Seller is onlender.	y obligated to pay up to the amount or percentage which is approved by mortgag
26 27	3	lender.	y obligated to pay up to the amount or percentage which is approved by mortgag
26	3.	lender. PURCHASE PRICE	y obligated to pay up to the amount or percentage which is approved by mortgag
26 27 28 29		lender. B. PURCHASE PRICE Purchase price is changed from \$	y obligated to pay up to the amount or percentage which is approved by mortgag
26 27 28 29		lender. PURCHASE PRICE Purchase price is changed from \$ ACCEPTANCE & SETTLEMENT	y obligated to pay up to the amount or percentage which is approved by mortgag to \$ to \$
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26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 44 45	4.	lender. PURCHASE PRICE Purchase price is changed from \$ ACCEPTANCE & SETTLEMENT (A) Written acceptance of all parties will be on o (B) Settlement Date is changed from \$ MORTGAGE TERMS (A) Mortgage Type is changed from (B) Mortgage amount 1. First mortgage amount is changed from 2. Second mortgage amount is changed from (C) Mortgage Lender 1. First mortgage lender is changed to 2. Second mortgage lender is changed to 3. Buyer will submit a completed, written mortgage Contingency paragraph of the (D) Loan-To-Value (LTV) ratio (For convention First mortgage LTV ratio not to exceed (E) Date for Buyer to deliver documentation is	to \$
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COPYRIGIT PENNSYLVANIA ASSOCIATION OF REALTORS® 2020

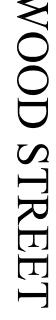
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48	6.	TIME PERIODS					
49		(A) The time period in paragraph	h,	line	of Agreeme	ent of Sale is ch	anged to
50		The time period in paragraph			of Agreeme		anged to
51		The time period in paragraph				ent of Sale is ch	anged to
52		The time period in paragraph	h ,	line	of Agreeme	ent of Sale is ch	anged to
53		The time period in paragraph			of Agreeme		anged to
54		(B) The time period in paragraph	h ,	line	of the	Addendum is	changed to
55		The time period in paragraph			of the	Addendum is	changed to
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58		The time period in paragraph			of the	Addendum is	changed to
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67		4. LANGER BEAUTIFE CONTROL OF THE STATE OF T			AND THE RESIDENCE AND THE PROPERTY OF THE PARTY OF THE PA		
68	1	other terms and conditions of the Ap					8/31/2023
69	BU	rkieliard S. Areatleopetery		Richard S Mahi	oney and Ga	le M Mahoney	DAIL
70	BU	XERICOZOETEG 346 ali M. Malio	My	TOTAL COLLEGE CONTRACTOR AND AN ANALYSIS OF THE SECOND COLLEGE CONTRACTOR OF THE SECOND COLLEGE COLLEG	CONTRACTOR ACCORDANCE	About the Continue of the Cont	DATE -8/31/2023 DATE -8/5/2023
71	BU	VER Docustanea by:		a occupants accompanies accumum (figure Constitution) and the constitution			DATE 9/5/2023
72	SEI	LERO) LA MUNDO DE		Jesse & I	David & Pat	<u>il Wasmanski</u>	DAIL
73		LER-HICCABBC ANTH	—DocuSigned by:	entre la maria en la companya de la		MATERIAL SERVICE CONTRACTOR OF THE SERVICE SER	DATE 9/6/2023
74	SEI	LER87CE0A748A0D426	Paul Wasma	uski			DATE 9/9/2023
		•	-808C557520B0417	7			





5,140 SF **AREA** (0.1180 AC)



PORTION OF EXISTING SIDEWALK & DEPRESSED CURB TO BE UTILIZED AS A MEANS OF INGRESS & EGRESS TO THE EXISTING WAREHOUSE. (NO VEHICLAR ENTRANCE EXISTS) EXISTING DOUBLE DOORS TO BE REPLACED WITH A 10' X 12' GARAGE DOOR 8M/EX, SAN MH 1 RIM EL. 100.00 * 99.50 / PAVED ALLEYWAY 00'00" E 80.00' 105.0 TC 99.29 BC 99.21 $\frac{\infty}{7}$ EX DOUBLE DOORS F. EL FF. EL 19.91 EX ADJ BUILDING 49°00'00" MAP LE STREET M "00,00.17 S 140; 75.75° WEST EX 2.5' WIDE CONCRETE WALKWAY ROW 66' CARTWAY WEST 7TH AVENUE ROW

ZONING REQUIREMENTS zoned "br1" - Borough residential district

THE PROPERTY HAS AN EX NON-CONFORMING USE AS WELL - EX WAREHOUSE/STORAGE BUILDING.	* EXISTING NON-CONFORMITY	MINIMUM LOT AREA MINIMUM LOT WIDTH MINIMUM FRONT YARD MINIMUM SIDE YARD MINIMUM SIDE YARD (ALLEY) MINIMUM REAR YARD MAXIMUM BUILDING HT MAXIMUM BLDG COVER. MAXIMUM IMPERV COVER.	
NFORMING)RAGE BUILDING.		4,000 SF 5,140 SF 40 FT 64.25 FT * 25 FT 0.0 FT * 5 FT 2.5 FT 2.5 FT * 25 FT 2.5 0 FT * 35 FT 93.5 % * 60 % 93.5 % *	REQUIRED EXISTING

GENERAL NOTES

- TOPOGRAPHIC SURVEY INFO OBTAINED FROM FIELDWORK PERFORMED BY THIS OFFICE ON SEPTEMBER 1, 2023.
- TOPOGRAPHY SURVEY BASED ON AN ASSUMED BENCHMARK.
 RIM ON EXISTING MANHOLE AS SHOWN IN INTERSECTION OF MAPLE
 STREET AND THE ALLEY. ASSUMED BM ELEVATION = 100.00
- LOT IS SERVICED BY PUBLIC WATER & SEWER.
- PROPERTY IS TAX BLOCK 030 UNIT 037 AND THE TOTAL LOT AREA IS 5,140 SQ. FT. (0.1180 AC.)

APPLICANT:
RICHARD & GALE MAHONEY
624 MAPLE STREET
CONSHOHOCKEN, PA 19428

CURRENT OWNERS: JESSE, DAVID & PAUL WASMANSKI 20 MAIN STREET SCHWENKSVILLE, PA 19473

REVISED 9/12/2023 AS FAPPLICANT:
RICHARD MAHONEY
C/O
REALTOR — JOHN MANCINI
1207 FAYETTE STREET
CONSHOHOCKEN, PA
19428
610—348—4101

PREPARED

PARED FOR:

RICHARD & GALE MAHONEY

624 MAPLE STREET

CONSHOHOCKEN BOROUGH, MONTGOMERY COUNTY,

ZONING HEARING PLAN

PΑ

BORUSIEWICZ
SURVEYORS AND SITE PLANNERS
718 GRAVEL PIKE
COLLEGEVILLE, PA 19426
610-941-7181 EMAIL TBORUSIEWICZ@AOL.COM SHEET NO .:

BA2640

08/28/2023 SCALE:

1 INCH = 20 FEET





















Zoning Administration

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

> Stephanie Cecco Borough Manager

ZONING NOTICE APRIL 17, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-03

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on April 17, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: TS 16, LLC

15 St. Asaphs Road, Bala Cynwyd, PA 19004

PREMISES INVOLVED: 5 Colwell Lane

Conshohocken, PA 19428

LI - Limited Industrial District/Research FP - Floodplain Conservation District

OWNER OF RECORD: TS 16, LLC

15 St. Asaphs Road, Bala Cynwyd, PA 19004

The petitioner is appealing a zoning enforcement notice and seeking a variance from Sections 27-817.H.(2), 27-817.H.(3), 27-1404.9, 27-1714 and 27-1726.1F of the Conshohocken Zoning Ordinance related to outdoor storage of materials and materials that may be transferred off the lot by natural causes or forces within the floodplain conservation overlay district. The petitioner is proposing continuation of an existing nonconforming use under Section 27-701.

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

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

Thank you, Zoning Hearing Board



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

Zoning Application

	Application: 2-2023-03
. Application is hereby made for:	Date Submitted: $\frac{3}{10}$
Special Exception Variance	Date Received: $\frac{2}{10}/23$
Appeal of the decision of the zoning officer	
Conditional Use approval Interpretation of the Zo	oning Ordinance
Other Continuation of Non-Conforming Use	
Section of the Zoning Ordinance from which relief is reque 27-817H(2), 27-817H(3), 27-1404.9, 27-1714 and 1726.1.F	ested:
Address of the property, which is the subject of the applica	ition:
5 Colwell Lane, Conshohocken, PA	
Applicant's Name: TS 16 LLC	
Address: 15 St. Asaphs Road	
Phone Number (daytime): 610 888 3035	
E-mail Address: soldonmike@gmail.com	
Applicant is (check one): Legal Owner Equitable Owner	er; Tenant
Property Owner: TS 16, LLC	
Address: 15 St. Asaphs Road, Bala Cynwyd, PA 19004	
Phone Number: 610 888 3035	
E-mail Address: soldonmike@gmail.com	
Lot Dimensions: irregular Zoning District:	LI-Limited Industrial

8.	Has there been previous zoning relief requested in connection with this Property?
	Yes No ✓ If yes, please describe.
	None by current owner. Prior zoning history is not known.
9.	Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.
	The property is an irregularly shaped lot, 1.103 acres in size improved with a 1 story masonry garage building of approx 1650 Square feet in area. The property is used as a contractor's office with storage and parking and as contractor's yards for two other businesses. See Deed, Exhibit "A", Survey, Exhibit "B."
10.	Please describe the proposed use of the property.
	Same as above.
11.	Please describe proposal and improvements to the property in detail.
	None proposed.

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

Applicant appeals the determination of the Zoning Officer dated January 12, 2023, attached as Exhibit C. See paragraph 14, below. Additionally, the current use should be permitted as a continuation of the pre-existing non comforming use, applicant seeks a variance from the provisions of the ordinance per Section 2, above and applicant is awaiting copies of flood maps from FEMA to ascertain the accuracy of the conclusions of the Zoning Officer. Applicant reserves all rights and remedies at law and in equity including those afforded by the Pennsylvania and United States Constitutions.

- 13. If a Variance is being requested, please describe the following:
 - a. The unique characteristics of the property: Most of the property is located within the flood plain district based upon the maps relied upon by the Borough staff.
 - b. How the Zoning Ordinance unreasonably restricts development of the property:

The property has historically been used as an office and storage yard and that use should be permitted to continue. The use of the property pre-dates the provisions of the zoning code relating to floodplains. The property cannot be reasonably adapted to another use, without complete redevelopment. The property's current use is entirely consistent with the neighboring properties and the actions of the enforcement officer concerning this property are inconsistent with the actions of the zoning officer concerning other similar properties.

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

The current use is entirely consistent with the LI zoning district and with neighboring uses as well as the uses in other flood plain areas in the borough.

- 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 seeks approval to use the property in manner consistent with historical uses of the property and neighboring properties.
- 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).

By way of example and not limitation Code sections 27-817 h(2), 27-817 h (3), 27-1409.9, 27-1714 and 27-1726.1 F. See letter of January 12, 2023, Exhibit "C". The zoning officer also references Chapter 13 concerning "Licenses, Permits and General Business Regulations all of which are disputed.

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

By way of example and not limitation, the zoning officer's determinations are in error as follows: 27-817 H(2)-the property is not used for outdoor storage of "fuel, raw materials and products." Rather is used as a contractors office and storage as permitted in the LI district consistent with many other neighboring properties. 27-817 h (3) There are no materials which may be transferred off the lot by "natural forces". 27-1404.9- The use of the property complies with applicable law and regulation. 27-1714 It is unclear which of the 11 provisions of this section the zoning officer contends applicant has violated. 27-1726.1 F Applicant is not aware of any "buoyant, flammable or explosive" material stored on the property. Chapter 13- This is not the zoning code and the zoning officer's reference thereto in a notice of zoning violation is improper. By way of

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

a.	Type of reli	ef that is	being red	ruested by	the ap	plicant.
•••	- , p	CI CILCLE IO	2011910	jucoteu o j	tite up	PIICUITE.

Appeal from zoning officer's determination 27-307, 27-605 and for variance, in the alternative and for continuation of non-conforming use 27-701 et seq.

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

All sections referenced by the zoning officer in Exhibit "C"

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

See all prior responses

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

a.	Attorney's Name	Daniel S. Coval, Jr., Esquire
b.	Address: 15 St. As	saphs Road, Bala Cynwyd, PA 19004
c.	Phone Number:	610 617 1776
		110

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.

TS 16, LLC		
Applicant	•	
Mula Bal		
Legal Owner	-	
10 February, 2023		
Date		
COMMONWEALTH OF PENNSYLVANIA		
COUNTY OF MONTGOMERY	to lote.)er
As subscribed and sworn to before me this	day of	Februar F
X CZ		
Notary Public		
(Seal) Commonwealth of Pennsylvania - Nota KEVIN BARNES, Notary Public Montgomery County My Commission Expires February 24, Commission Number 1305838	2025	



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

Decision

	(For Borough Use Only)	
Application Granted	Application Denied	
MOTION:		
CONDITIONS:		
BY ORDER OF THE ZONING HE		
	Yes	No □
,		
	□	
DATE OF ORDER:		

Exhibit "A" Deed





RECORDER OF DEEDS MONTGOMERY COUNTY Jeanne Sora

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 6032 PG 00240 to 00242.1

INSTRUMENT #: 2017007630

RECORDED DATE: 01/27/2017 10:45:13 AM



3434607-00060

MONTGOMERY COUNTY ROD

PIONTSOFIER COONTI ROD		ONTE KOD
OFFICIAL R	ECORDING COVER PAGE	Page 1 of 4
चिocument Type: Deed	Transaction #:	3510441 - 1 Doc
3 ocument Date: 01/17/2017	(s)	
Reference Info:	Document Page Count:	2
9 9	Operator Id:	msanabia
RETURN TO: (Wait)	PAID BY:	
MONTGOMERY COUNTY TAX CLAIM BUREAU	MONTGOMERY COUNTY TAX C	LAIM BUREAU
₹NE MONTGOMERY PLAZA SUITE 610		
SORRISTOWN, PA 19401		

* PROPERTY DATA:

Parcel ID #:

05-00-00108-00-4

address:

5 COLWELL LN

PA

Municipality:

Conshohocken Borough

(100%)

School District:

Colonial

ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT:

€300,000.00

TAXABLE AMOUNT:

\$290,941.00

EES / TAXES:

Æcording Fee:Deed \$95,00 Affidavit Fee \$1.50 State RTT \$2,909.41 Conshohocken Borough RTT \$1,454.70 Solonial School District RTT \$1,454.71 \$5,915.32

DEED BK 6032 PG 00240 to 00242.1

Recorded Date: 01/27/2017 10:45:13 AM I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



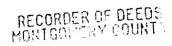
Jeanne Sorg Recorder of Deeds

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 Prepared by: Montgomery County Tax Claim Bureau Returned To: Montgomery County Tax Claim Bureau

Parcel No. 05-00-00108-00-4



2017 JAN 27 A 9 22

TAX CLAIM BUREAU DEED UPSET SALE

This Deed Made this 17th day of January, 2017 Between the TAX CLAIM BUREAU, of the County of Montgomery, Pennsylvania, as Trustee, Grantor, and

TS 16, LLC 15 ST. ASAPHS ROAD BALA CYNWYD, PENNSYLVANIA 19004

GRANTEE, his, her or their heirs, assigns, and successors.

Witnesseth, that in consideration of \$300,000.00 in hand paid, receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his, her, their heirs, assigns and successors, in accordance with the Real Estate Tax Sale Law of July 7, 1947, P.L. 1368, as amended, (72 P.S. 5860.101 et seq.)

ALL THAT CERTAIN PROPERTY SITUATE AND BEING KNOWN AS

BLOCK 006 UNIT 030
5 COLWELL LN
Conshohocken
County of Montgomery
Commonwealth of Pennsylvania
Parcel No. 05-00-00108-00-4

"Being the property formerly owned or reputed to be owned by WRUBEL BERENICE, the same having been sold at Upset Sale held on September 22, 2016 under the provisions of the Real Estate Tax Sale Law.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-00108-00-4 CONSHOHOCKEN
5 COLWELL LN
WRUBEL BERENICE \$15.00
B 006 U 030 L 4280 DATE: 01/27/2017 TG

{00488826;v1}

Case# 2017-03193-0 Docketed at Montgomery County Prothonotary on 02/16/2017 9:36 AM, Fee = \$270.00

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

Tax Claim Bureau of Montgomery County, Trustee

First Deputy Director of Tax Claim

COMMONWEALTH OF PENNSYLVANIA }ss: COUNTY OF MONTGOMERY

On this, the 19 day of Mallowy, 2016, before me, the undersigned officer, personally appeared William Caldwell, First Deputy Director of the Tax Claim Bureau of the County of Montgomery, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained

In Witness Whereof, I have hereunto set my hand and official seal.

PROTHONOTARY

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is:

TS 16, LLC 15 ST. ASAPHS ROAD BALA CYNWYD, PENNSYLVANIA 19004

For the Grantee

Exhibit "B" Survey

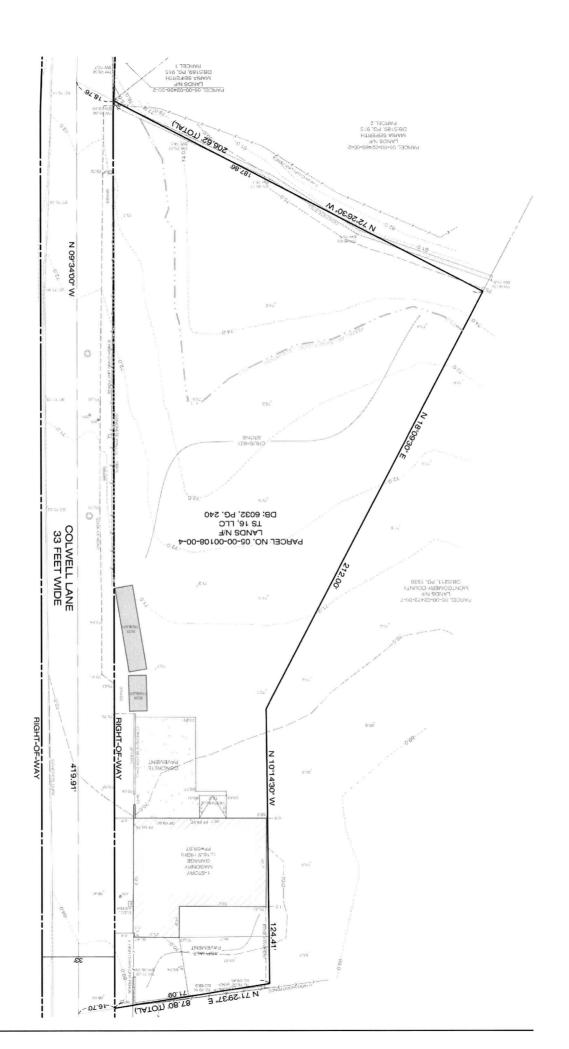


Exhibit "C" Zoning Officer's Letter



Office of the Borough Manager

MAYOR

Yaniy Aronson

BOROUGH COUNCIL

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

> Stephanie Cecco Borough Manager

SENT VIA CERTIFIED MAIL AND U.S. MAIL

January 12, 2023

TS 16, LLC 15 St. Asaphs Road Bala Cynwyd, PA 19004

Re:

5 Colwell Lane

ZONING ENFORCEMENT NOTICE

Please be advised, the subject property is in violation of the terms of the Borough Zoning Code. Specifically, all objects located on a property within the Floodplain Conservation District pose a potential risk to human, animal, and plant life by impounding floodwater and raising flood elevations. Additionally, any object that is not permanently affixed to the ground can be washed away by floodwaters, creating a safety hazard by obstructing and/or contaminating waterways. Therefore, all objects that are in violation of the outlined ordinances shall be removed from the property.

Based on visual observations from our Building Codes Inspector, there are materials currently stored onsite; including but not limited to, box trailers, large cable/wire spools, port-o-potties, and trash dumpster. Along with these unsecured materials, with the exception of the trash dumpster, there are contractor company vehicles that are parked on-site and which are not accessory to the current landscaping business; and therefore, is in violation of *Chapter 13 – Licenses, Permits, and General Business Regulations* of Conshohocken Borough's Code of Ordinances since there are no record of licensing nor permits of the additional use for the lot in the Borough records.

In addition, an unscreened outdoor trash dumpster has been placed adjacent the entrance to the existing building for the current landscaping business. The trash dumpster must be placed inside the building.

All unsecured materials observed on-site are located within the Floodplain Conservation District. Therefore, the property remains in violation of Zoning Code Sections 27-817.H(2) and (3), -1404.9, -1714, and -1726.1.F.

By **February 13, 2023**, you must come into compliance with the Borough ordinance by removing all existing box trailers and unsecured materials from within the Floodplain Conservation District.

YOU HAVE THE RIGHT TO APPEAL TO THE ZONING HEARING BOARD WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE.

YOUR FAILURE TO COMPLY WITH THIS NOTICE WITHIN THE TIME SPECIFIED UNLESS EXTENDED BY APPEAL TO THE ZONING HEARING BOARD CONSTITUTES A VIOLATION OF THE ZONING ORDINANCE WHICH MAY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE BOROUGH. EACH DAY THAT THE VIOLATION CONTINUES MAY CONSTITUTE A SEPARATE VIOLATION.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,

Allison A. Lee, PE Zoning Officer

PENNONI ASSOCIATES INC.

cc:

Ray Sokolowski Stephanie Cecco Chris Small



Zoning Administration

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

> Stephanie Cecco Borough Manager

ZONING NOTICE AUGUST 21, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-15

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on August 21, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: TS 16, LLC

15 St. Asaph's Road, Bala Cynwyd, PA 19004

PREMISES INVOLVED: 5 Colwell Lane

Conshohocken, PA 19428

LI – Limited Industrial District/Research FP – Floodplain Conservation District

OWNER OF RECORD: TS 16, LLC

15 St. Asaph's Road, Bala Cynwyd, PA 19004

The petitioner is appealing the three (3) zoning Use & Occupancy permit application denials for the site and is seeking a Special Exception pursuant to Sections 27-703.B & E and a Variance from Sections 27-1713, 27-1703, 27-817.H.(3), 27-1402, 27-1714.1.A & H, 27-1713, 27-1717, 27-1718, 27-1718.2, and 27-1718.3 of the Conshohocken Zoning Ordinance related to multiple uses permitted on the site; outdoor storage of materials and materials that may be transferred off the lot by natural causes or forces; and variance conditions within the floodplain conservation overlay district. The petitioner is proposing continuation of an existing nonconforming status of the site under Part 7 of the Zoning Ordinance.

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

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

Thank you, Zoning Hearing Board



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

Zoning Application

		Application: Z-2023-15
1.	Application is hereby made for:	Date Submitted: $7/20/2$
	X Special Exception X Variance	Date Received: $\frac{7/20/2}{}$
	X Appeal of the decision of the zoning officer	
	Conditional Use approval Interpretation of the Zoni	ng Ordinance
	X Other Continuation of a non-conforming use	
2.	Section of the Zoning Ordinance from which relief is requeste	ed:
	See attached.	
2	Address of the consequence of the control of the control of the control of	
3.	Address of the property, which is the subject of the application	on:
	5 Colwell Lane, Conshohocken, PA	
4.	Applicant's Name:TS 16, LLC	
	Address: 15 St. Asaph's Road, Bala Cynwyd	d, PA 19004
	Phone Number (daytime): <u>(610)</u> 888-3035	
	E-mail Address: soldonmike@gmail.com	
5.	Applicant is (check one): Legal Owner X Equitable Owner	; Tenant
6.	Property Owner: TS 16, LLC	
	Address: 15 St. Asaph's Road, Bala Cynwyd,	PA 19004
	Phone Number: (610) 888-3035	
	E-mail Address:soldonmike@gmail.com	
7.	Lot Dimensions: Irregular Zoning District: L	1 - Limited Industrial

8.	Has there been previous zoning relief requested in connection with this Property?	
	Yes X No If yes, please describe.	
	There is a pending Zoning Application filed February 10, 2023, appealing a Janua 2023 determination of the Zoning Officer and requesting other relief.	ıry 12,
	That appeal is designated 7-2023-03. This Application should be made part of that application or, in the alternative, consolidated with it.	
9.	Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.	
	See attached Supplement to Application.	
10.	Please describe the proposed use of the property.	
	See attached Supplement to Application.	
11.	Please describe proposal and improvements to the property in detail.	
	See attached Supplement to Application.	

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

	b. Please explain in detail the reasons why you disagree with the zoning officer's determination.
15.	If the Applicant is requesting any other type of relief, please complete the following section. See attached Supplement to Application.
	a. Type of relief that is being requested by the applicant.
	b. Please indicate the section of the Zoning Ordinance related to the relief being
	requested.
	c. Please describe in detail the reasons why the requested relief should be granted.
16.	If the applicant is being represented by an attorney, please provide the following information.
	a. Attorney's Name: Daniel S. Coval, Jr., Esquire
	b. Address: 15 St. Asaph's Road, Bala Cynwyd, PA 19004
	c. Phone Number:(610) 617-1776
	d. E-mail Address: <u>dcoval@amillerlaw.com</u>

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.

TS 16, LLC	
Applicant	
Nender 3-19-23	
Legal Owner	
Date	
COMMONWEALTH OF PENNSYLVANIA	
COUNTY OF MONTGOMERY	
19th	
As subscribed and sworn to before me this	day of
10-	
Notary Public	
(Seal)	
DANIEL S. COVAL, JR., Notary Public	
Montgomery County My Commission Expires October 24, 2026 Commission Number 1193415	



BOROUGH OF CONSHOHOCKEN

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

Decision

	(For Borough Use Only)	
Application Granted 🛛	Application Denied	
MOTION:		
CONDITIONS:		
BY ORDER OF THE ZONING HE		
	Yes	No
		П
DATE OF ORDER:		

SUPPLEMENT TO ZONING APPEAL APPEAL OF TS 16, LLC

Property at 5 Colwell Lane, Conshohocken, PA

The following Supplement includes the information requested in the Zoning Application. The numbered paragraphs of this Supplement conform with the printed form Zoning Application.

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

The property is an irregularly shaped lot, 1.103 acres in size, improved with a one-story masonry garage building with a footprint of approximately 3,300 square feet. The building has a vestibule and there are paved areas adjacent to the building. There is also a small trailer and porta potties on the site. The building is used for storage and office by a landscaping contractor, with adjacent parking, and has been used for similar uses for many years. Other areas of the property are used by two contractor tenants for parking and dispatch of vehicles. The property is divided into three areas by owner, designated A, B and C, as shown on the attached Plan, which are leased to the tenants.

10. Please describe the proposed use of the property.

No change of the present use is proposed. Rather, Applicant seeks approval of the present use(s).

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

No improvements are proposed. Applicant appeals the determinations of the Zoning Officer, who denied applications for use and occupancy permits for each of the the three uses. Applicant asserts that the current use(s) of the property should be permitted for the reasons set forth at length in this Application. A copy of the Deed of January 17, 2017, vesting title to the property in Applicant, is attached as Exhibit "A". A copy of a site plan of the property is attached as Exhibit "B".

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

Applicant appeals three determinations of the Zoning Officer dated June 22, 2023, which are attached as Exhibits C-1, C-2 and C-3. The Zoning Officer's decisions denied applications by the Applicant for use and occupancy permits for the property. In the alternative to appealing the zoning officer's determination, the Applicant seeks variances to allow the uses, if required, and also asserts that the uses are non-conforming uses which are entitled to remain and seeks a special exception, if necessary, to expand the non-conforming use. The determinations made in each of the Zoning Officer's letters are addressed separately as follows:

<u>C-1 – Novvex Green, LLC d/b/a Patkin Landscaping – Permit Application # 23-00427</u>

The Applicant agrees with the Zoning Officer's determination that the current use of the Property by Novvex Green, LLC, d/b/a Patkin Landscaping ("Patkin") is a pre-

existing, non-conforming use which may continue. To the extent that the Zoning Officer's determination is that the use of the property by Patkin is other than a lawful use, Applicant appeals that determination. To the extent that the Zoning Officer's determination is interpreted to hold that any portion or aspect of the use of the property by Patkin is unlawful because it violates the Code or is outside of the scope of the preexisting non-conformity, Applicant challenges that determination and, in the alternative, requests variance(s) to allow the current use to remain.

Applicant challenges the Zoning Officer's determination that the non-conforming use does not extend to the entire tract, if that it her determination. In the alternative, Applicant requests a variance from Section 27-1713 of the Borough Zoning Ordinance (the "Code"), and any other applicable provisions, to permit the existing use in the Floodplain Conservation District ("FCD").

Applicant appeals the Zoning Officer's determination that the existing trash dumpster located outside the building may be transferred off the property by natural causes or force and therefore is in violation of Section 27-817.H(3) of the Code. In the alternative, if it is determined that the dumpster violates the Code, Applicant seeks a variance from Section 27-817.H(3) of the Code to allow the dumpster to remain.

Applicant also appeals the Zoning Officer's determination that, since the Borough of Conshohocken "does not have record of the portion of the property identified in the permit application as Section "A" and no outdoor storage of materials or waste may be transferred off the lot by natural causes or forces is permitted, the permit application is denied at this time". Applicant appeals the denial of the permit for the use. In the

alternative, Applicant avers that the current use by Patkin is permitted as the continuation of a pre-existing, non-conforming use. In the alternative, and if necessary, Applicant requests a variance from the Code Section 27-1713 and any other provisions of the Code cited in the letter to allow the described use.

C-2 – Safe Zone Line Services, LLC – Permit Application # 23-00428

Applicant appeals the Zoning Officer's determinations in her letter of June 22, 2023, attached hereto as C-2, relating to the use and occupancy permit application for Safe Zone Line Services, LLC ("Safe Zone"). Applicant appeals the Zoning Officer's determinations as follows.

Applicant appeals any implied determination by the Zoning Officer that portions of this commercial zoned property cannot be leased to or used by more than one entity. Applicant has leased portions of this property to three separate tenants, each of whom occupies a designated area. Nothing in the Zoning Code prohibits the occupancy of a commercial property by more than one tenant or requires subdivision of a property to permit multiple uses. To the extent that the Zoning Code prohibits use of a single property by multiple tenants, Applicant seeks a variance from any applicable provisions of the Code, which Code sections are not cited by the Zoning Officer, to permit the use.

Applicant appeals the Zoning Officer's characterization of the extent of the FEMA floodplain on the property and will show the actual extent of the floodplain through evidence presented at hearing. Therefore, Applicant appeals the Zoning Officer's determination that, in accordance with Sections 27-1702.1 and 27-1709.1.B, the entirety of the property is subject to the FP – Floodplain Conservation Overlay District.

Applicant agrees with the Zoning Officer's determination that the use of the property by Safe Zone, for parking of vehicles, and as an area for staging and dispatching of its vehicles, is a "warehouse, storage or distribution center". See Code 27-1402.F and I (use of the "same general character" permitted). Applicant also asserts that prior owners of the property had used the entire property for parking and dispatch of commercial vehicles, and this use is a pre-existing, non-conforming use, or a use of the same general character as the pre-existing, non-conforming use and is entitled to continue pursuant to Part 7 of the Zoning Code, 27-701 – 27-704. To the extent it is determined that the pre-existing, non-conforming use did not extend throughout the portion of the Property occupied by Safe Zone, then Applicant seeks a special exception for other required relief pursuant to Code Section 27-703(A), (B), (D) and (E), and applicable law, extension or expansion of that use. To the extent the Zoning Officer has determined that the current use is different than the pre-existing, non-conforming use, then Applicant appeals that determination and, in the alternative, seeks a special exception pursuant to Code § 27-703(B) to change to a non-conforming use which is equally appropriate or more appropriate to the LI District and is no more detrimental. In the alternative, Applicant seeks a variance from Sections 27-1402, 27-1713 and 27-1703, and any other Code section set forth in the Zoning Officer's letter, as appropriate, to allow the use of the property by Safe Zone as currently conducted.

Applicant appeals the determination of the Zoning Officer that the existing trailers, equipment (which term is not further defined), porta-potty, and loose materials on the site are in violation of Section 27-817.H(3) of the Code and must be removed. In the

alternative, Applicant seeks a variance from Code Section 27-817.H(3) to allow those items to remain on the property.

Applicant appeals the Zoning Officer's determination that, pursuant to Section 27-1714.1(A) and (H) of the Code, the use by the Applicant is a parking lot or otherwise prohibited within the Floodplain Conservation District ("FCD"). In the alternative, the Applicant seeks a variance from Code Section 27-817.H(3) and 27-1714.1.A and H, and pursuant to 27-1717, 27-1718, including 27-1718(3), and any other applicable Code provisions, to permit outdoor storage of materials, permanent structures, and to utilize the site for parking and dispatch of contractor vehicles and equipment within the floodplain.

Applicant appeals the Zoning Officer's determination denying a permit for the Safe Zone use. See Exhibit C-2.

<u>C-3, letter of June 22, 2023 regarding Asplundh Tree Expert, LLC – 5 Colwell Lane</u> (Section C) – Permit Application # 23-00429

Applicant appeals the Zoning Officer's determinations in its letter of June 22, 2023, attached hereto as C-3, relating to the use and occupancy permit application for Asplundh Tree Expert, LLC ("Asplundh"). Applicant appeals the Zoning Officer's determinations as follows.

Applicant appeals any implied determination by the Zoning Officer that portions of this commercial zoned property cannot be leased to or used by more than one entity. Applicant has leased portions of this property to three separate tenants, each of whom occupies a designated area. Nothing in the Zoning Code prohibits the occupancy of a commercial property by more than one tenant or requires subdivision of a property to

permit multiple uses. To the extent that the Zoning Code prohibits use of a single property by multiple tenants, Applicant seeks a variance from any applicable provisions of the Code.

Applicant appeals the Zoning Officer's characterization of the extent of the FEMA floodplain on the property and will show the actual extent of the floodplain through evidence presented at hearing. Therefore, Applicant appeals the Zoning Officer's determination in accordance with Sections 27-1702.1 and 27-1709.1.B that the entirety of the property is subject to the FP – Floodplain Conservation Overlay District.

Applicant agrees with the Zoning Officer's determination that the use of the property by Asplundh, for parking of vehicles, and as an area for staging and dispatching of its vehicles, is "a warehouse, storage or distribution center", permitted within the LI – Limited Industrial District. See Code 27-1402.F and I (use of "the same general character" permitted). Applicant also asserts that prior owners of the property had used the entire property for parking and dispatch of commercial vehicles, and this use is a preexisting, non-conforming use, and is entitled to continue pursuant to Part 7 of the Zoning Code, 27-701 – 27-704. To the extent it is determined that the pre-existing, non-conforming use did not extend throughout the portion of the Property occupied by Asplundh, then Applicant seeks a special exception or other required relief pursuant to Code Section 27-703(A), (B), (D) and (E), and applicable law, to permit an extension or expansion of the pre-existing, non-conforming use. In the alternative, Applicant seeks a variance from Sections 27-1402, 27-1713 and 27-1703, and any other Code section set

forth in the Zoning Officer's letter, as appropriate, to allow the use of the property by Asplundh as currently conducted.

Applicant appeals the determination of the Zoning Officer that the existing portapotty is in violation of Section 27-817.H(3) of the Code and must be removed. In the alternative, Applicant seeks a variance from Code Section 27-817.H(3) to allow the portapotty to remain.

Applicant appeals the Zoning Officer's determination that, pursuant to Section 27-1714.1(A) and (H) of the Code, the use by the Applicant is a parking lot or otherwise prohibited within the Floodplain Conservation District. In the alternative, the Applicant seeks a variance from Code Section 27-817.H(3) and 27-1714.1.A and H, and pursuant to 27-1717, 27-1718, including 27-1718(3), and any other applicable Code provisions, to permit outdoor storage of materials, and to utilize the site for parking, permanent structures, and dispatch of contractor vehicles and equipment within the floodplain.

Applicant appeals the Zoning Officer's determination denying a permit for the Asplundh use. See Exhibit C-3.

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

a. The unique characteristics of the property:

A substantial portion of the property is located within the Floodplain Conservation District based upon the maps relied upon by the Borough staff. However, Applicant believes that most, if not all, of the property is located within the floodplain fringe, or outside the floodplain, and is not subject to flooding. The location of the property within

the FCD is a unique characteristic of the property which unduly impacts it use and development.

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

The property has historically been used as an office, warehouse and storage yard and that use should be permitted to continue. The use of the property predates the enactment of the provisions of the Zoning Code establishing the FCD. The property cannot reasonably be adapted to another use, without complete redevelopment. No use permitted within the floodplain is viable for the property and therefore the property will suffer a hardship if relief is not granted. The current use of the property is entirely consistent with the use of neighboring properties. The actions of the enforcement officer concerning this property are inconsistent with the actions of the zoning officer concerning other similar properties in this area and in the Borough.

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

The current use is entirely consistent with the LI Zoning District and with neighboring uses as well as uses within the FCD areas in the Borough. The use is less intensive than others permitted in the FCD. The property, and the neighborhood, consists of similar, if not more intensive, commercial uses. The current use of the property is permitted in the LI District or is "of the same general character" as permitted uses and is not a prohibited use. See Code § 27-1402(I). The use of the property as proposed will not adversely affect public health, safety of the general welfare. There are no residential uses which are proximate to this property. There is substantial and unimpeded access to

and from the property. The proposed use of the property will not overburden municipal services, increase the Base Flood Elevation beyond the level permitted by the Code, or cause any impact off of the property.

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

Please see the attached letters, Exhibits C-1, C-2 and C-3. Applicant incorporates its prior statements in this Application, particularly those contained in response to Section 12 above. The applicable provisions of the Zoning Ordinance which are subject to challenge are set forth in the Zoning Officer's letter and set forth previously in this application, and are also set forth in response to Sections 15a and b.

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

Applicant incorporates the prior sections of this Application, particularly those set forth in Section 12. In further answer, and by way of example and not limitation, the Zoning Officer's determination that the uses of the property by Safe Zone and Asplundh are not permitted, non-conforming uses or reasonable continuations or extensions of the pre-existing uses is in error. The Zoning Officer's implied determination that no more than one tenant or entity may be permitted to occupy this property is an error. There is no provision in the Zoning Code which prohibits multiple tenants at the same commercial property. The Zoning Officer's determination relating to the flood zone of the property is

incorrect and the dimensions and nature of the floodplain will be shown by engineering testimony. The Zoning Officer's determination that the trailer, equipment, porta-potty and other materials are subject to being transferred off the lot by natural causes or forces is not correct. See 27-817.H(3). Further, the Applicant will demonstrate that the existing uses of the property, and these same proposed uses, do not result in an increase in the Base Flood Elevation of more than one foot at any point as required by Sections 27-1718(3), and if located in a floodway, will cause no increase in the BFE, and therefore, if required, a variance should be granted to permit the use of the property as currently exists 27-1718(2).

- 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.

The Applicant is appealing the Zoning Officer's determinations, as indicated, and asserts that the uses of the property should be permitted as a continuation of the non-conforming use. If necessary, a special exception should be granted to permit a change of non-conforming use and expansion of the pre-existing, non-conforming use, pursuant to 27-701, 27-703. In the alternative, Applicant requests variances as previously set forth.

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

All sections referenced by the Zoning Officer in Exhibits C-1, C-2 and C-3, and previously in this Application, including the following:

• Appeal from the determinations of the Zoning Officer's letters dated June 22, 2023 attached as Exhibits C-1, C-2 and C-3.

- Variance from Section 27-1713 of the Code to permit existing uses in the Floodplain Conservation District.
- Variance, if necessary, from Code Section 27-817.H(3) to allow dumpster, trailer and porta-potty and other equipment to remain on property, for each of the tenants.
- Variance from Section 27-1402, if necessary, to permit use of property by existing tenants.
- Determination that the current uses of the property are a continuation of the previously existing, non-conforming uses.
- In the alternative, a special exception from Code Section 27-703.B and E, if required, to allow non-conforming use, which is equally appropriate or more appropriate in the LI District and is no more detrimental.
- A special exception pursuant to Code Section 27-703.B and E, and other applicable code sections, to permit expansion of existing, non-conforming use.
- Variance, if necessary, from Code Sections 27-817.H(3) and 27-1714.1(A) and (H) and any other applicable provisions to permit outdoor storage of materials and to utilize the site for parking of contractor vehicles and equipment within the floodplain.
- A variance pursuant to Code Sections 27-1713, 27-1717 and 27-1718, including 27-1718(3), to allow the existing/proposed use of the property within the floodplain.
- A variance from Section 27-1718(2) to allow for use within a floodway, if required.
- A request for relief from any other provisions of the Code referred to previously in this Application.
 - c. Please describe in detail the reasons why the requested relief should be granted.

The property is improved as a commercial property and has long been used for commercial purposes, as a contractor's office and for parking and storage associated with

that use. The Applicant is entitled to continue the non-conforming use of the property.

The use of the property at present, by Safe Zone and Asplundh, is nothing more than a continuation of the prior, pre-existing contractor storage use. The use is reasonable and is consistent with the uses permitted in the underlying LI District.

The property, though located in a floodplain, is not subject to flooding. The proposed use will not increase the base flood elevation by more than one foot. Further, the use of the property for storage or parking of vehicles is consistent with both the LI District and the floodplain district.

The grant of relief will not adversely affect the public health, safety or general welfare, and will cause no adverse effect. Without the grant of a variance from the floodplain regulations, this property will suffer a hardship as none of the uses permitted in the floodplain district are economically feasible for this property.

In further response, Applicant incorporates its prior statements in this Application.







DEED BK 6032 PG 00240 to 00242.1

INSTRUMENT # : 2017007630

RECORDED DATE: 01/27/2017 10:45:13 AM



RECORDER OF DEEDS MONTGOMERY COUNTY Jeanne Sorg

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

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

MONTGOMERY COUNTY ROD

0.	OFFICIAL RECORDING COVER PAGE		Page 1 of 4	
Pocument Type: Deed		Transaction #:	3510441 - 1 Doc	
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RORRISTOWN, PA 19401 PROPERTY DATA:

Parcel ID #:

05-00-00108-00-4

5 COLWELL LN

PA

TNE MONTGOMERY PLAZA SUITE 610

#ddress: 2/91/Bunicipality:

Conshohocken Borough

(100%)School District: Colonial

ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT:

€300,000.00 SAXABLE AMOUNT: \$290,941.00

EES / TAXES:

Recording Fee: Deed \$95,00 Affidavit Fee \$1.50 State RTT \$2,909.41 Conshohocken Borough RTT \$1,454.70 င္ဆြionial School District RTT \$1,454.71 tal: \$5,915.32

DEED BK 6032 PG 00240 to 00242.1

Recorded Date: 01/27/2017 10:45:13 AM I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg 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 Case# 2017-03193-0 Docketed at Montgomery County Prothonotary on 02/16/2017 9:36 AM, Fee = \$270.00

Prepared by: Montgomery County Tax Claim Bureau Returned To: Montgomery County Tax Claim Bureau

Parcel No. 05-00-00108-00-4



2017 JAN 27 A & 22

TAX CLAIM BUREAU DEED **UPSET SALE**

This Deed Made this 17th day of January, 2017 Between the TAX CLAIM BUREAU, of the County of Montgomery, Pennsylvania, as Trustee, Grantor, and

TS 16, LLC 15 ST. ASAPHS ROAD BALA CYNWYD, PENNSYLVANIA 19004

GRANTEE, his, her or their heirs, assigns, and successors.

Witnesseth, that in consideration of \$300,000.00 in hand paid, receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his, her, their heirs, assigns and successors, in accordance with the Real Estate Tax Sale Law of July 7, 1947, P.L. 1368, as amended, (72 P.S. 5860.101 et seq.)

ALL THAT CERTAIN PROPERTY SITUATE AND BEING KNOWN AS

BLOCK 006 UNIT 030 5 COLWELL LN Conshohocken County of Montgomery Commonwealth of Pennsylvania Parcel No. 05-00-00108-00-4

"Being the property formerly owned or reputed to be owned by WRUBEL BERENICE, the same having been sold at Upset Sale held on September 22, 2016 under the provisions of the Real Estate Tax Sale Law.

> MONTGOMERY COUNTY COMMISSIONERS REGISTRY 05-00-00108-00-4 CONSHOHOCKEN 5 COLWELL LN \$15.00 WRUBEL BERENICE

B 006 U 030 L 4280 DATE: 01/27/2017

Case# 2017-03193-0 Docketed at Montgomery County Prothonotary on 02/16/2017 9:36 AM, Fee = \$270.00

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

Tax Claim Bureau of Montgomery County, Trustee

First Deputy Director of Tax Claim

COMMONWEALTH OF PENNSYLVANIA \}ss: COUNTY OF MONTGOMERY

On this, the 19 H day of Anticology, 2016, before me, the undersigned officer, personally appeared William Caldwell, First Deputy Director of the Tax Claim Bureau of the County of Montgomery, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained

In Witness Whereof, I have hereunto set my hand and official seal.

PROTHONOTARY

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is:

TS 16, LLC 15 ST. ASAPHS ROAD BALA CYNWYD, PENNSYLVANIA 19004

For the Grantee



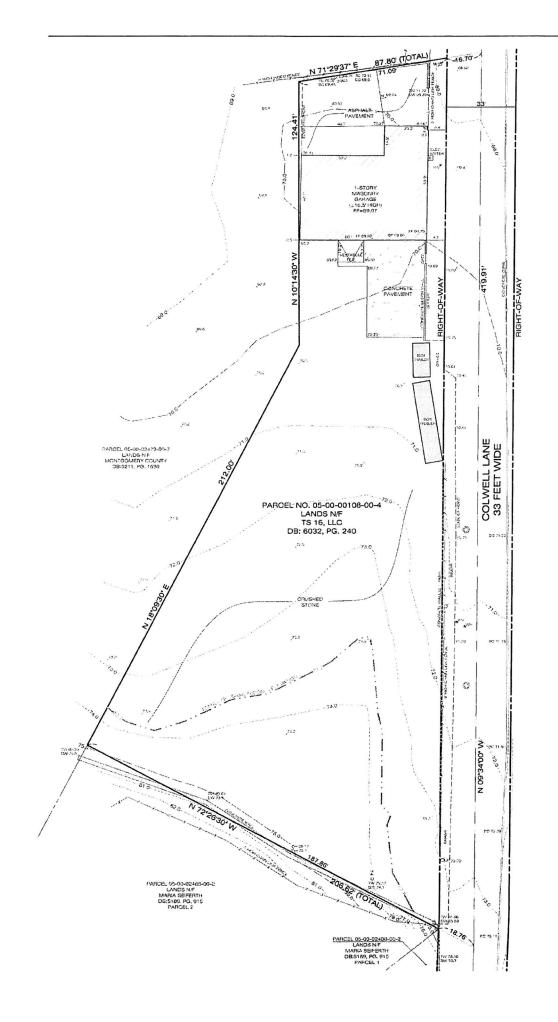


EXHIBIT C-1



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

BOROUGH COUNCIL Colleen Leonard, President Tina Sokolowski, Vice-President Anita Barton, Member Stacy Ellam, Member

Kathleen Kingsley, Member Adrian Serna, Member Karen Tutino, Member

> Stephanie Cecco Borough Manager

June 22, 2023

Applicant: Novvex Green, LLC, d/b/a Patkin Landscaping Michael Sherick, Managing Member 613 Woodcrest Avenue Ardmore, PA 19003

Property Owner: TS 16. LLC 15 St. Asaphs Road Bala Cynwyd, PA 19004

Re: 5 Colwell Lane (Section "A")

Use and Occupancy (U&O) Permit Application #23-00427

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00427 for Section "A" of the above referenced property. Upon review of this permit application, there is currently an active U&O permit for a landscaping business, and more specifically for a "warehouse" use to store landscaping equipment, which is utilizing the existing nonconforming building on the site. The current application states a change in tenant to "Novvex Green, LLC" (the prior application only identified the owner, TS 16, LLC). No change in use is stated. The Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "A" in the permit application. A site plan shall be provided documenting Section "A" of the above referenced property to accompany the U&O permit application.

The property is identified to be located within the LI - Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depts defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Ordinance, the property is subject to the FP - Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP - Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance.

However, since the existing building and current use are considered nonconforming, the nonconforming status shall continue, and a property may continue to be used as nonconforming until it complies with the requirements of the Zoning Ordinance in accordance with §27-703 and §27-1715 of the Borough Zoning Ordinance. To the extent any change in use (rather than just a change in tenant) is proposed, the Borough reserves the right to review such change in use.

Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing trash dumpster located outside and adjacent the existing building is in violation of §27-817.H.(3). The existing outdoor trash dumpster will need to be relocated inside the existing nonconforming building; be removed off-site; or otherwise, a variance from Zoning Ordinance Section §27-817.H.(3) for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of materials within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "A"; and no outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is <u>denied</u> at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely.

Allison A. Lee, PE Zoning Officer

PENNONI ASSOCIATES INC.

Allisin A. Lee

cc:

Ray Sokolowski Stephanie Cecco Chris Small

EXHIBIT C-2



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniy Aronson

BOROUGH COUNCIL

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

Stephanie Cecco Borough Manager

June 22, 2023

Applicant:
Safe Zone Line Services, LLC
Victoria Legra, Supervisor
234 Dogwood Drive
Crawfordville, FL 32327

Property Owner: TS 16, LLC 15 St. Asaphs Road Bala Cynwyd, PA 19004

Re: 5 Colwell Lane (Section "B")

Use and Occupancy (U&O) Permit Application #23-00428

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00428 for Section "B" of the above referenced property. Upon review of this permit application, the Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "B" in the permit application. A site plan shall be provided documenting Section "B" of the above referenced property to accompany the U & O permit application.

The property is identified to be located within the LI – Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depts defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Code, the property is subject to the FP – Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP – Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance. A variance from §27-1713 of the Borough Zoning Code for approval from the Conshohocken Borough Zoning Hearing Board is required to permit the proposed new use to be located within the FP – Floodplain Conservation Overlay District.

Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing trailers, equipment, port-a-potty, and loose materials currently stored onsite is in violation of §27-817.H.(3). The existing loose materials will be required to be removed off-site. In addition, pursuant to §27-1714.1.A and H of the Zoning Ordinance, no new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the one-hundred-year floodplain and parking lots are prohibited uses within the Floodplain Conservation Overlay District. A variance from Zoning Ordinance Sections §27-817.H.(3) and §27-1714.1.A and H for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of materials, permanent structures, and utilizing the site as a parking lot for contractor vehicles and equipment within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "B"; the proposed new use is not a permitted use by right within the more restrictive FP – Floodplain Conservation Overlay District; and no permanent structures nor outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is <u>denied</u> at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely.

Allison A. Lee, PE Zoning Officer

PENNONI ASSOCIATES INC.

cc:

Ray Sokolowski Stephanie Cecco Chris Small

EXHIBIT C-3



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniy Aronso

BOROUGH COUNCIL

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

Stephanie Cecco Borough Manager

June 22, 2023

Applicant: Asplundh Tree Expert, LLC Elizabeth Bolger, Director Region 021 575 A Virginia Drive Fort Washington, PA 19034

Property Owner: TS 16, LLC 15 St. Asaphs Road Bala Cynwyd, PA 19004

Re: 5 Colwell Lane (Section "C")

Use and Occupancy (U&O) Permit Application #23-00429

Conshohocken Borough is in receipt of your Use and Occupancy (U&O) Permit Application #23-00429 for Section "C" of the above referenced property. Upon review of this permit application, the Borough only has record of the above referenced property as one entire tract and does not have record of the portion of the above referenced property identified as Section "C" in the permit application. A site plan shall be provided documenting Section "C" of the above referenced property to accompany the U & O permit application.

The property is identified to be located within the LI – Limited Industrial District/Research. Based on the FEMA Flood Insurance Rate Map (FIRM), panel no. 42091C0358G, effective March 2, 2016, the majority of the property is located within Zone AE, which is determined by FEMA to be Special Flood Hazard areas with base flood elevations or depts defined. The remaining small sliver of the subject property along the southern property line is located within Zone X, which is determined by FEMA to be Other Areas of Flood Hazard of 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile. In accordance with Sections §27-1702.1 and §27-1709.1.B of the Borough Zoning Code, the property is subject to the FP – Floodplain Conservation Overlay District.

Per § 27-1402.F of the Borough Zoning Ordinance, the "warehouse, storage, or distribution center" use is a permitted use within the LI-Limited Industrial District/Research. However, per §27-1713 of the Borough Zoning Ordinance, a warehouse, storage, or distribution center use is not permitted by right within the Floodplain Conservation District. Since the above referenced property is also subject to the FP – Floodplain Conservation Overlay District the more restrictive provisions of the Zoning Ordinance shall apply in accordance with §27-1703 of the Borough Zoning Ordinance. A variance from §27-1713 of the Borough Zoning Code for approval from the Conshohocken Borough Zoning Hearing Board is required to permit the proposed new use to be located within the FP – Floodplain Conservation Overlay District.

Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing portapotty currently stored onsite is in violation of §27-817.H.(3). The existing port-a-potty will be required to be removed off-site. In addition, pursuant to Section §27-1714.1.H of the Zoning Ordinance, parking lots is a prohibited use within the Floodplain Conservation Overlay District. A variance from Zoning Code Sections §27-817.H.(3) and §27-1714.1.H for approval by the Conshohocken Borough Zoning Hearing Board is required to permit the outdoor storage of the port-a-potty and utilizing the site as a parking lot for contractor vehicles within the floodplain.

Should any variances be granted, compliance to the technical provisions of Part 17 of the Floodplain Conservation Overlay District, Article G shall be required.

Since the Borough of Conshohocken does not have record of the portion of the property identified in the permit application as Section "C"; the proposed new use is not a permitted use by right within the more restrictive FP – Floodplain Conservation Overlay District; and no outdoor storage of materials or waste that may be transferred off the lot by natural causes or forces is permitted, this U&O permit application is <u>denied</u> at this time.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely.

Allison A. Lee, PE

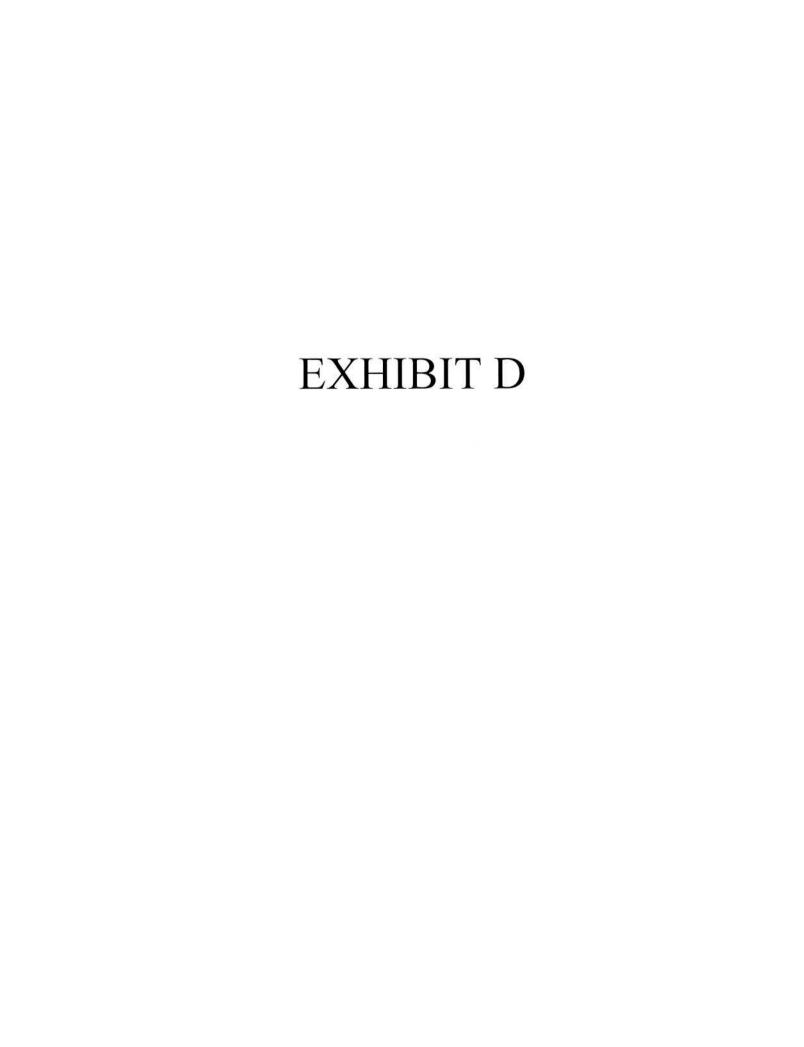
Zoning Officer

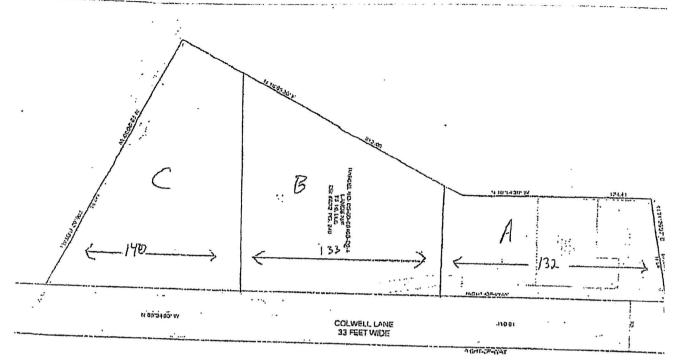
PENNONI ASSOCIATES INC.

Allian A. Lee

cc:

Ray Sokolowski Stephanie Cecco Chris Small





Not to Scale All measurants are approximate

Exhibit ~A"

mJ5

SO



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

> Stephanie Cecco Borough Manager

ZONING NOTICE OCTOBER 16, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-16

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 16, 2023, at 7:00 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: David P. and Lisa P. McLafferty

116 West 2nd Ave

Conshohocken, PA 19428

PREMISES INVOLVED: 116 West 2nd Ave

Conshohocken, PA 19428

BR-1 - Borough Residential District 1

OWNER OF RECORD: David P. and Lisa P. McLafferty

116 West 2nd Ave

Conshohocken, PA 19428

The petitioner is appealing a zoning enforcement notice and is seeking a variance from Sections §27-830 and §27-805.B of the Conshohocken Borough Zoning Ordinance to permit the construction of new deck and stairs attached to the second floor of an accessory two-story garage building which is not a dwelling and to permit the new deck to project completely into the side yard setback area from the second floor of the accessory two-story garage building; whereas, decks are required to be attached to a dwelling and may not extend above the level of the first floor of the building, and decks may not extend into the required side yard setback by more than 50% of the required 5 feet depth or width of the side yard within the BR-1 zoning district.

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

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

Thank you, Zoning Hearing Board



Leonard B. Altieri III **Direct Dial**: (215) 569-4364 **Email**: laltieri@klehr.com

September 11, 2023

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

Re: David P. and Lisa P. McLafferty
116 West Second Avenue, Conshohocken, PA
Zoning Application

Dear Sir/Madam:

Please be advised that this firm represents the above-named applicant, David P. and Lisa P. McLafferty ("Applicant"). On behalf of Applicant please find the following enclosed:

- Two (2) copies of the Zoning Hearing Board Application, along with two (2) copies of the Addendum.
- Two (2) copies of the Borough of Conshohocken Zoning Enforcement Notice dated August 10, 2023
- Two (2) copies of the Zoning Hearing Board of Conshohocken Decision dated May 5, 2022.
- Two (2) copies of a photograph of the deck in question.
- Two (2) copies of the Deed dated April 4, 2009 between David P. McLafferty and David P. McLafferty and Lisa P. McLafferty.
- One (1) check in the amount of \$250.00 made payable to the Borough of Conshohocken for the Application fee.
- One (1) check in the amount of \$750.00 made payable to the Borough of Conshohocken for the required Escrow.

Please:

- Confirm receipt of the completed application and advise of the date that this application will be scheduled for a public hearing before the Borough of Conshohocken Zoning Hearing Board; and
- Provide me with advance notice of any meeting of any board, commission, agency, or committee which intends to discuss or consider this Application.



Should you have any questions, or need any additional information, please do not hesitate to contact the office. Thank you.

Very Truly Yours,

Klehr Harrison Harvey Branzburg

Leonard B. Altieri, III
Leonard B. Altieri, III

LBA:mb Enclosures





Conshohocken Borough ZHB Appeal.pdf

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Pages: 6

Remote Notary: Yes / State: PA

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E-Signature Summary

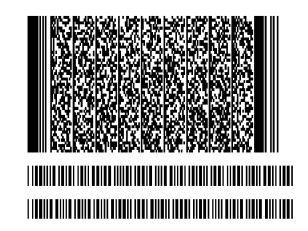
E-Signature 1: Leonard B. Altieri, III (LBA)

September 11, 2023 10:52:31 -5:00 [DB03BE68A110] [71.225.97.226] laltieri@klehr.com (Principal) (Personally Known)

E-Signature Notary: Celeste A. Stellabott (CS)

September 11, 2023 10:52:31 -5:00 [6994A5ACC426] [71.162.198.4] cstellabott@klehr.com

I, Celeste A. Stellabott, did witness the participants named above electronically sign this document.



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All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.







BOROUGH OF CONSHOHOCKEN

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

Zoning Application

	Application:
Application is hereby made for:	Date Submitted:
☐ Special Exception ✓ Variance	Date Received:
\square Appeal of the decision of the zoning officer	
Conditional Use approval \Box Interpretation	n of the Zoning Ordinance
X Other Appeal of Enforcement Notice	
Section of the Zoning Ordinance from which relies	ef is requested:
Address of the property, which is the subject of the	he application:
116 West Second Ave, Conshohocken, PA 19428	
David P and Lisa P Mcl afferty	
Applicant's Name: David P. and Lisa P. McLafferty Address: 116 West Second Avenue, Conshohocken, PA 1943	 28
Phone Number (daytime): 610-952-4332 E-mail Address: dpmclafferty@yahoo.com	
Applicant is (check one): Legal Owner □; Equita	able Owner ; Tenant□.
Property Owner: Same as Applicant	
Address:	
Phone Number:	
E-mail Address:	
Lot Dimensions: 40 x 160ft (6,400 SF) Zoning	District: BR-1

1

8.	Has there been previous zoning relief requested in connection with this Property?
	Yes ✓ No ☐ If yes, please describe.
	Applicant previously received a variance from Section 27-811.C of the Borough of Conshohocken Zoning Ordinance to permit the construction of an accessory structure with a height of 24ft measured to the midpoint of the slope of the roof and 28 ft when measured to the roof peak.
9.	Please describe the present use of the property including any existing improvements and the dimensions of any structures on the property.
	See attached Addendum.
10.	Please describe the proposed use of the property.
	See attached Addendum.
11.	Please describe proposal and improvements to the property in detail.
	See attached Addendum.

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12.	Please describe the reasons the Applicant believes that the requested relief should be granted.				
	See attached Addendum				
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).				

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See attached Addendum.

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

- 15. If the Applicant is requesting any other type of relief, please complete the following section.
 - a. Type of relief that is being requested by the applicant. See attached Addendum.
 - b. Please indicate the section of the Zoning Ordinance related to the relief being requested.

See attached Addendum.

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

See attached Addendum.

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

a.	Attorney's	s Name	: Matthew J. McHugh, Esq. & Leonard B. Altieri, III, Esq.
b.	Address:	1835 Ma	rket Street, Suite 1400, Philadelphia, PA 19103
c.	Phone Nu	mber:	215-569-1662
			MMcHugh@klehr.com / LAltieri@klehr.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.

Leonard B. Altieri, III	•
Applicant (Applicant's Attorney)	
Legal Owner	
September 11, 2023	
Date	
COMMONWEALTH OF PENNSYLVANIA	A
COUNTY OF PHILADELPHIA	
As subscribed and sworn to before me this	11th day of
September , 20 23 .	
[00ate A Stelle bett	
	onwealth of Pennsylvania - Notary Seal
Philade My Con	e A Stellabott, Notary Public elphia County mmission Expires Feb 24, 2025 ssion Number 1160045

This notarial act involved the use of communication technology.



BOROUGH OF CONSHOHOCKEN

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

Decision

	(For	Borough Use Only)		
Application Granted		Application Denied		
MOTION:				
CONDITIONS:				
BY ORDER OF THE Z	ONING HEARIN	JG BOARD		
		Yes	No	
		_ 🗆		
	 			
		. 🗆		
DATE OF ORDER:				

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

BOROUGH OF CONSHOHOCKEN ZONING HEARING BOARD

ADDENDUM TO ZONING HEARING BOARD APPLICATION

Applicants: David & Lisa McLafferty

116 West Second Avenue Conshohocken, PA 19428

Owner: Same as Applicant

Subject Property: 116 West Second Avenue

Conshohocken, PA

Parcel ID No.: 05-00-07572-00-1

Attorney: Matthew J. McHugh, Esquire

Leonard B. Altieri, III, Esquire

KLEHR HARRISON HARVEY BRANZBURG LLP

1835 Market Street, Suite 1400

Philadelphia, PA 19103

MMcHugh@klehr.com / (215) 569-1662 LAltieri@klehr.com / (215) 569-4364

Relief Requested:

- 1. An appeal of the Zoning Enforcement Notice dated August 10, 2023 (the "<u>Enforcement Notice</u>") issued by the Borough of Conshohocken Zoning Officer (the "<u>Zoning Officer</u>") alleging that the accessory structure as constructed on the Subject Property is in violation of the Borough of Conshohocken Zoning Ordinance (the "<u>Zoning Ordinance</u>");
- 2. In the alternative, a variance from Section 27-830 of the Zoning Ordinance to permit a deck to be constructed in the rear of a residential accessory structure;
- 3. In the alternative, a variance from Section 27-805.B of the Zoning Ordinance the deck constructed on the second floor of the residential accessory structure to encroach within the required side yard setback.

Summary of Application:

The Applicants are the owners of the Subject Property which is a single-family residence located in the BR-1 Zoning District. The Subject Property is improved with a dwelling, walkways, and backyard area with pool and a two-story detached garage.

In 2022, the Applicants proposed to demolish the existing detached garage and construct a new two-story detached garage on the Subject Property. In connection therewith, the Applicants sought and were granted a variance by the Borough of Conshohocken Zoning Hearing Board from Section 27-811.C of the Zoning Ordinance to allow for the proposed detached two-story garage to

have a maximum height of 24 feet to the midpoint of the sloped roof and 28 feet to the roof peak. Thereafter, Applicants constructed the detached two-story garage on the Subject Property. The constructed detached two-story garage included a second-floor deck on the rear of the structure facing towards the residential dwelling along with a set of stairs to access the backyard area.

Upon inspection of the constructed two-story detached garage, the Zoning Office issued the Enforcement Notice on the basis that (i) the deck is not permitted on an accessory structure such as the detached two-story garage; and (ii) that the second floor deck encroaches within the required side yard setback.

Applicants hereby timely appeals the Enforcement Notice in order to preserve any and all rights, remedies and defenses they may have in connection with the Enforcement Notice. In the alternative, the Applicant seeks the necessary variances to permit the deck and stairs to remain as constructed.

Legal Standard:

In considering an application for a variance, the Zoning Hearing Board is required to apply the provisions of Section 10910.2 of the Pennsylvania Municipalities Planning Code. Section 10910.2 provides that the Zoning Hearing Board has the authority to grant a variance if it finds that the Applicant has met its burden with respect to the following five elements:

- (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 particular property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the Zoning 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 Zoning Ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- (3) That such unnecessary hardship has not been created by the appellant.
- (4) That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.
- (5) That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the lease modification possible of the regulation in issue.

53. P.S. §10910.2(a).

In determining whether the Applicant has established the existence of an unnecessary hardship, the Pennsylvania Supreme Court has stated that the Zoning Hearing Board may consider multiple factors including the economic detriment to the applicant if the variance was denied, the financial hardship created by any work necessary to bring the building into strict compliance with the zoning requirements and the characteristics of the surrounding neighborhood. Hertzberg v. Zoning Board of Adjustment of Pittsburgh, 721 A.2d 43, 50 (Pa. 1998).

Conclusion:

At the time of public hearing on this matter, the Applicant will present sufficient credible evidence and testimony to demonstrate that is entitled to the requested variances in accordance with the provision of the Pennsylvania Municipalities Planning Code and applicable caselaw.



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DOMOGGII

Office of the Borough Manager

Zoning Administration

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

Stephanie Cecco Borough Manager

SENT VIA CERTIFIED MAIL AND U.S. MAIL

August 10, 2023

David P. and Lisa P. McLafferty 116 West 2nd Avenue Conshohocken, PA 19428

Re: 116 W. 2ND AVENUE

PARCEL ID NO.: 05-00-07572-00-1 ZONING ENFORCEMENT NOTICE

Please be advised, that the subject property located within the Borough of Conshohocken is in violation of the terms of the Borough Zoning Code and the granted variances obtained from the Zoning Hearing Board Decision dated May 5, 2022. Specifically, in accordance with the terms of the Zoning Hearing Board decision under zoning application no. Z-2022-02 and hearing dated March 21, 2022, you were granted a variance for relief from Section §27-811.C(1) of the Conshohocken Borough Code of Ordinances to permit the construction of an accessory structure with a height of 24 feet measured to the midpoint of the slope roof and 28 feet when measured to the roof peak. Approval of the variances are granted subject to compliance with all local, state, and federal laws and regulations, in addition to any representations made during the hearing.

Based on the accessory structure as built on the subject property, you are in violation of the terms, conditions, and testimonies in which the variances were granted by the Zoning Hearing Board Decision dated May 5, 2022 and violation of the Zoning Code Sections as follows:

- Per Section §27-830 Decks Decks as herein defined shall be permitted to be constructed at or to the rear of a dwelling. Any deck proposed to be attached to the side of a dwelling or rear deck proposed to extend or "wrap around" the side of a dwelling, shall require the review and approval of the Zoning Hearing Board. Decks constructed at the front of a dwelling are expressly prohibited. Decks may be constructed only at ground level or first floor of a dwelling.
- Per Section §27-805.B Projections into Required Yards No building and no part of a building shall be erected within or shall project into any required yard in any district, except that: A terrace, platform, deck, or landing place, not covered by a roof, canopy or trellis, which does not extend above the level of the first floor of the building, may be erected to extend into a required side or rear yard a distance of not more than 12 feet provided that it shall not extend into such yard more than 50% of the required depth or width of the yard. Terraces, platforms, and decks are expressly prohibited in the front yard of a dwelling.

The 8' wide x 36' long deck and stairs as constructed without Borough of Conshohocken permits, and which is attached to the second floor of the constructed accessory two-story garage building is not permitted since decks are only permitted to be attached to the rear of a dwelling. The accessory two-story garage building is not considered a dwelling by definition. In addition, the deck can only be constructed and project into a not considered at ground level or at the first floor of a dwelling. The deck as constructed is projecting into the side yard from the second floor of the accessory two-story garage building which is not a dwelling.

Since the May 5, 2022 Zoning Board decision did not grant the additional variances from Sections §27-830 and §27-805.B of the Conshohocken Borough Code of Ordinances, you are required to remove the 8' wide x 36' long deck and stairs attached to the accessory two-story garage building; or obtain a variance from Code Sections §27-830 and §27-805.B in order to permit the deck and stairs attached to the second floor of the accessory two-story garage building which is not a dwelling, as well as, to permit the deck and stairs to project into the side yard from the second floor of the accessory two-story garage building.

By **September 11, 2023**, you must come into compliance with the Borough ordinance by removing the deck and stairs that were constructed without Borough permits.

YOU HAVE THE RIGHT TO APPEAL TO THE ZONING HEARING BOARD WITHIN 30 DAYS OF RECEIPT OF THIS NOTICE.

YOUR FAILURE TO COMPLY WITH THIS NOTICE WITHIN THE TIME SPECIFIED UNLESS EXTENDED BY APPEAL TO THE ZONING HEARING BOARD CONSTITUTES A VIOLATION OF THE ZONING ORDINANCE WHICH MAY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY RESULT IN A JUDGEMENT AGAINST YOU OF \$500.00 PLUS ALL COURT COSTS AND REASONABLE ATTORNEY FEES INCURRED BY THE BOROUGH. EACH DAY THAT THE VIOLATION CONTINUES MAY CONSTITUTE A SEPARATE VIOLATION.

If you have any questions or concerns, please feel free to contact the undersigned at 484-243-6073 or zoning@conshohockenpa.gov.

Sincerely,

Allison A. Lee, PE

Zoning Officer
PENNONI ASSOCIATES INC.

AAL/

cc: Ray Sokolowski Stephanie Cecco

Chris Small

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF DAVID AND LISA MCLAFFERTY

REGARDING

116 W. 2nd AVENUE

APPLICATION NO. Z-2022-02

DECISION OF THE BOARD

I. <u>HISTORY</u>

On or about January 21, 2022, David and Lisa McLafferty (the "Applicants"), filed a Zoning Hearing Board application before the Conshohocken Zoning Hearing Board (the "ZHB") seeking a variance from the terms of Section 27-811.C(1) of the Borough of Conshohocken Ordinance (the "Ordinance") for the property located at 116 W. 2nd Avenue Conshohocken, PA 19428 (the "Subject Property") to permit the construction of an accessory structure with a height of 24 feet measured to the midpoint of the sloped roof and 28 feet when measured to the roof peak (the "Application").

After notice was duly given and advertised, a hearing was held on March 21, 2022. At the hearing, the following Exhibits were introduced and admitted:

Conshohocken Zoning Hearing Board Exhibits

- P-1 Zoning Application
- P-2 Deed
- P-3 Sketch Plan
- P-4 Six (6) Site Photographs
- P-5 Garage Drawing
- P-6 Photograph of Prior Garage

- P-7 Zoning Determination dated 3/14/22
- P-8 Zoning Notice

Applicant's Exhibits

- A-1 Deed
- A-2 Aerial Photographs
- A-3 Photograph
- A-4 Sketch plan
- A-5 Photographs of Proposed Garage
- A-6 Rendering of Proposed Garage
- A-7 Photographs of Other Garages
- A-8 Photograph depicting the proximity of Applicant's property to several of the tallest buildings in the Borough
- A-9 Petition of Support for Relief
- A-10 Letter from Mr. and Mrs. Collins

Applicants were represented by Andrew Freimuth, Esq. of Wisler Pearlstine, LLP.

I. FINDINGS OF FACT

- 1. The Subject Property is located at 116 W. 2nd Ave. Conshohocken, PA 19428.
- 2. The Applicants are the legal owners of the Subject Property.
- 3. The Subject Property is located in the BR-1-Borough Residential 1 Zoning District.
- 4. The lot dimensions are 40 feet by 160 feet.
- 5. The Subject Property is improved with a single family dwelling, deck, walkways, and an outdoor area extending back to the alley in the rear of the property.

- 6. An existing two (2) car garage adjacent to the rear alley was recently demolished because it was in poor condition.
- 7. The height of the old garage was 22 feet to the peak of the roof and had a building footprint of 36 feet long by 20 feet long.
- 8. The proposed garage will have the same footprint as the prior garage, and will provide for two cars and a reasonably sized second floor for storage.
- 9. The proposed garage will have a height of 24 feet measured to the midpoint of the roof.
- 10. The additional six (6) feet in height would help with providing functional and easily accessible storage space for the Applicants.
- 11. The storage space in the old garage was difficult to get in and out of and did not provide enough space to allow the Applicants to store equipment, bikes, skis, kayaks, canoes and other items.
- 12. The footprint of the proposed garage will be shifted to the property line.
- 13. Mr. and Mrs. Collins, owners of the adjoining property, have granted permission for the proposed garage to be shifted to the property line.
- 14. Applicant David McLafferty was present and offered the following testimony at the hearing:
 - a. Some of the adjoining properties have garages that are taller than the garage that is being proposed.
 - b. The grade on the upper end of the driveway is seven (7) feet higher than the lower end of the driveway.

- 15. Joseph Collins, 200 Forrest Street, offered the following testimony in support of the Applicant at the hearing:
 - a. The proposal is an improvement in comparison to what was there previously.

II. **DISCUSSION**

Section 27-811.C(1) of the Ordinance states:

Any freestanding building used for an accessory use shall not exceed 350 square feet in area or 15 feet in height if the structure has a peak roof or 10 feet in height if it has a flat roof.

In a request for a variance, the Board is guided by Section 910.2 of the Pennsylvania Municipalities Planning Code (hereinafter called "MPC"). An applicant for a variance has the burden of establishing that 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 910.2 of the MPC permits the Board to grant a variance where it is alleged that the provisions of the Ordinance inflict unnecessary hardship upon the applicant and when the Board can make certain prescribed findings where relevant in a given case.

III. <u>CONCLUSIONS OF LAW</u>

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested variance. Accordingly, the Board is able to make the following relevant findings under Section 910.2 of the MPC:

1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances or conditions

- generally created by the provisions of the Ordinance in the neighborhood or district in which the property is located.
- 2. That because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Ordinance and that the authorization for a variance is therefore necessary to enable the reasonable use of the Subject Property.
- 3. That the variance will not alter the essential character of the neighborhood or district in which the Subject Property is located, nor substantially or permanently impair the appropriate use or development of the adjacent property, or be detrimental to the public welfare.
- 4. That the unnecessary hardship has not been created by the Applicant; and
- 5. That the variance represents the minimum that will afford relief and represent the least modification possible.

ORDER

AND NOW, this 5 day of April 2022, the Application of David and Lisa McLafferty, seeking a variance from the Conshohocken Borough Zoning Ordinance of 2001, is **GRANTED** to permit the construction of an accessory structure with a height of 24 feet measured to the midpoint of the sloped roof and 28 feet when measured to the roof peak

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

CONSHOHOCKEN ZONING HEARING BOARD

Date Personally Delivered:	Richard D. Barton, Chairman
9	Mark S. Danek, Vice Chairman
Or Date Emailed:	Marlowe Doman
May 5, 2022	Alan Chmielewski





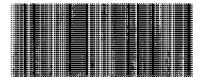
RECORDER OF DEEDS MONTGOMERY COUNTY Nancy J. Becker

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 5760 PG 01138 to 01142

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MONTGOMERY COUNTY ROD

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RETURN TO: (Mail)	SUBMITTED BY:	-
RICHARD W KEIFER	RICHARD W KEIFER	
923 fayette st	923 fayette st	
conshohocken, PA 19428	conshohocken, PA 19428	•

* PROPERTY DATA:

Parcel ID #: Address:

05-00-07572-00-1 116 W SECOND AVE

19428

Municipality:

Conshohocken Borough (100%) Colonial

School District:

* ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT: \$1.00 **TAXABLE AMOUNT:** \$0.00

FEES / TAXES:

Recording Fee:Deed

\$65.00

Total:

\$65.00

DEED BK 5760 PG 01138 to 01142

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



Nancy J. Becker Recorder of Deeds

PLEASE DO NOT DETACH

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY 05-00-07572-00-1 CONSHOHOCKEN 116 W SECOND AVE MCLAFFERTY DAVID \$1

B 004 U 006 L 1101 DATE: 03/05/2010

\$10.00 JG

Return to:
Pavid P. Mclatferty, Esq.
923 Fayette St.
(conshahocken, PA 19428

Parcel No. 05-00-07572-00-I

RECORDER OF DEEDS HOWTCOINERY COUNTY 2010 MAR -5 PM 1: 33

RECORDER OF DEEDS MONTGOMERY COUNTY

File No. SA-03-0052

This Indenture, made the 4/2 day of April , 2009

2010 MAR -5 PM 1: 33

Between

DAVID P. MCLAFFERTY

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

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

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

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

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

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

Parcel no. 05-00-07572-00-I

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

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

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

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

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

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

Warrant and Forever Defend.

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

Sealed and Delivered IN THE PRESENCE OF US:	
	David P. McLafferty

Commonwealth of Pennsylvania County of Montgomery

> On this, the day of day of pennsylvania, residing in the county of Pennsylvania, residing in the county of , the undersigned Officer, personally appeared David P. McLafferty, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

The address of the above-named Grantee is:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Mary-Kristin Keifer, Notary Public Conshohocken Boro, Montgomery County My Commission Expires Jan. 25, 2011

Member, Pennsylvania Association of Notaries

On behalf of the Grantee

File No. SA-03-0052

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

