



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

**MAYOR**

Yaniv Aronson

**BOROUGH COUNCIL**

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

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Stephanie Cecco  
Borough Manager

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## **JULY 15, 2024, ZONING HEARING BOARD MEETING PACKET**

447 W 6<sup>th</sup> Avenue (continued application)  
127 E Elm Street  
5 Colwell Lane - Z-2023-03 (continued application)  
5 Colwell Lane - Z-2023-15 (continued application)  
200 E 4<sup>th</sup> Avenue  
440 E 9<sup>th</sup> Avenue

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## BOROUGH OF CONSHOHOCKEN

*Zoning Administration*

**MAYOR**  
Yaniv Aronson

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

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Stephanie Cecco  
Borough Manager

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### **ZONING NOTICE APRIL 15, 2024 ZONING HEARING BOARD MEETING**

#### **ZONING HEARING Z-2024-09**

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on April 15, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Derek and Makenzie Dalmolin  
1915 Cori Lane, Blue Bell, PA 19422

PREMISES INVOLVED: 447 West 6<sup>th</sup> Avenue  
Conshohocken, PA 19428  
BR-1 – Borough Residential District 1

OWNER OF RECORD: Derek and Makenzie Dalmolin  
1915 Cori Lane, Blue Bell, PA 19422

The petitioner is seeking a Special Exception pursuant to Section §27-823 and a Variance from Section §27-823.B to permit a group home use within the BR-1 – Borough Residential District 1; and to permit the required two (2) off-street parking spaces for the group home use to be located in the front yard of the group home, whereas no off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.

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

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

Thank you,  
Zoning Hearing Board



# BOROUGH OF CONSHOHOCKEN

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

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Stephanie Cecco  
Borough Manager

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Date: April 9, 2024

To: Stephanie Cecco, Allison Flounders

From: Allison A. Lee, PE

Re: 447 West Sixth Avenue – Zoning Determination

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## **History of the Site:**

447 West Sixth Avenue is comprised of an existing three (3)-story single-family semi-detached (twin) residential dwelling that was constructed in 1992. The 2,142 SF property is located within the BR-1 – Borough Residential District 1 zoning district. The property was used as a primary residence until 2017 when it was converted into a rental property for two (2) sets of tenants.

The site is fronted by West Sixth Avenue (80' right-of-way) to the north; and residential properties also located within the BR-1 zoning district in all other directions.

There is an existing attached garage and approximately 30-feet long x 10-feet wide driveway located to the front of the existing dwelling. There is also straight in parking available within the W. Sixth Avenue right-of-way along the site frontage.

## **Current Request:**

The property owner has executed a residential lease to a current tenant caretaker that is providing housing, supervision, and care for up to two (2) high-functioning adults with special needs. This independent living arrangement is supported by an organization that provides 24-hour supervision and support.

The Applicant is seeking a Special Exception pursuant to Section §27-823 of the Conshohocken Borough Zoning Ordinance to permit a group home use within the BR-1 – Borough Residential District 1. The Applicant will also need to seek a variance from Section §27-823.B of the Conshohocken Borough Zoning Ordinance to permit the required two (2) off-street parking spaces for the group home use to be located on the existing driveway within the front yard, whereas no off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.

### **Zoning Determination:**

The current request is pursuant to a zoning enforcement letter that was issued on December 5, 2023 for the operation of a group home use without the required special exception pursuant to Section §27-823 of the Conshohocken Borough Zoning Ordinance.

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

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

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

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

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

In accordance with the Applicant's narrative, there is currently one (1) resident staff member and two (2) handicapped residents. The site currently has an attached garage and an approximately 30-foot long x 10-foot wide driveway located to the front of the existing dwelling that may be able to accommodate up to two (2) off-street parking spaces.

The Applicant should clarify the current parking arrangement of the property with the two (2) sets of tenants.

Although there is an existing front garage and driveway on the property, the use of the garage and driveway was for the primary residence use. Since the Applicant is requesting a new group home use on the property, the Applicant must comply with the group home code provisions of Section §27-823. Therefore, the Applicant is required to seek a variance from Section §27-823.B to permit the off-street parking for the group home use to be located within the front yard area, whereas no off-street parking between the front wall of the principal structure and the curb of the street toward which that wall is oriented is permitted. In addition, the Applicant shall comply with the additional code provisions of Sections §27-823.C & D as noted above.





## BOROUGH OF CONSHOHOCKEN

*Zoning Administration*

**MAYOR**  
Yaniv Aronson

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Adrian Serna, Member  
Karen Tutino, Member

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Stephanie Cecco  
Borough Manager

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### SENT VIA CERTIFIED MAIL AND U.S. MAIL

December 5, 2023

**Property Owner:**

Derek Ian Dalmolin  
Makenzie Newman  
447 W. 6<sup>th</sup> Avenue  
Conshohocken, PA 19428

**Secondary Address:**

Derek Ian Dalmolin  
Makenzie Newman  
1915 Cori Lane  
Blue Bell, PA 19422

**Re: 447 W. 6<sup>th</sup> AVENUE  
PARCEL ID NO.: 05-00-09160-20-4  
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 Ordinance in the use and occupancy of the property as a group home. In accordance with Section 27-202 of the Zoning Ordinance, a group home is defined as a residential facility used as living quarters by any number of unrelated persons requiring special care, and their attendant adult supervisors, specifically designed to create a residential setting for the mentally and physically handicapped (as a permitted use), or for other similar uses (as a special exception). The individuals may be either transient or permanent residents. Specifically, the property is in violation of Part 8 - General Regulations of Zoning Code Section 27-823. A. & B. as follows:

*Section 27-823.A. & B. – Group Homes shall be permitted by **special exception** in the RO, **BR-1**, and BR-2 Zoning Districts, subject to the additional requirements below:*

- A. In place of the off-street parking requirements for residential units, all group homes shall have one off-street parking space for each resident staff member. Also, one off-street parking space shall be provided for every five handicapped residents.*
- B. No off-street parking spaces shall be located in the area between the front wall of the principal structure and the curb of the street toward which that wall is oriented.*

The property is located within the BR-1 – Borough Residential District 1 and you are required to seek a Special Exception from the Conshohocken Borough Zoning Hearing Board to permit a group home use on the subject property. No record of a Special Exception has been granted for a group home use on the subject property. Should a Special Exception be granted, the use must comply with the off-street parking accommodations and use requirements per Zoning Code Section 27-823.

By **January 5, 2024**, you must come into compliance with the outlined zoning code requirements.

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 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](mailto:zoning@conshohockenpa.gov).

Sincerely,



Allison A. Lee, PE  
Zoning Officer  
**PENNONI ASSOCIATES INC.**

cc: Ray Sokolowski  
Stephanie Cecco  
Chris Small



## BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

## Zoning Application

Application: Z-2024-09Date Submitted: 3-13-24Date Received: 3-13-24

1. Application is hereby made for:

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

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

Section 27-202  
\_\_\_\_\_

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

447 W 6th Ave, Conshohocken, PA 19428  
\_\_\_\_\_

4. Applicant's Name:
- Derek Dalmolin

Address: 1915 Cori Ln, Blue Bell, PA 19422Phone Number (daytime): 201-450-2064E-mail Address: derek2014502064@gmail.com

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

6. Property Owner:
- Derek and Makenzie Dalmolin

Address: 1915 Cori Ln, Blue Bell, PA 19422Phone Number: 201-450-2064E-mail Address: derek2014502064@gmail.com

7. Lot Dimensions:
- 21 x 102 = 2,142 sq ft
- Zoning District:
- BR-1

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

Yes ☐ No ☒ If yes, please describe.

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

Property was a primary residence until 2017. The residence has been a rental property since 2017 and there have been two sets of tenets during that time.

The residence is 16 x 38 and total internal square footage is 1,216. This calculation does not include a small finished basement space that contains a half bath, clothes washer and dryer, and utility room.

10. Please describe the proposed use of the property.

The property will continue to be used as a rental property for the foreseeable future.

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

There are no proposed improvements to the property. Following the recent inspection, we were informed a special exception is needed to the zoning to allow the property to be used as group home.

Current tenant is a caregiver that provides housing for up to two high-functioning adults with special needs. This arrangement provides 24-hour supervision and support for their clients' independent living. This request is being made to support their continued use of the property and ensure the property is appropriately filed with the borough.

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

The current tenants are self-contained and supported by an organization that provides 24-hour care. There is no negative impact on the surrounding homes or community and no additional parking or community or city services needed at the property. Additionally this arrangement provides a much needed service to people with disabilities that allows them to live in an independent manner.

Note: Given property garage and extended driveway, no additional parking is required or requested to support the tenants. Therefore, "Part 8 - General Regulations of Zoning Code Section 27-823 A&B" does not apply.


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

a. The unique characteristics of the property: The property is a duplex townhome with a one-car garage and a driveway large enough for two cars

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

The zoning ordinance prevents the owners from utilizing their discretion as to whom would be good tenants for the property and for the local community. The owners of the property are invested in ensuring the property and surrounding areas are kept at the highest standards to benefit their investment and the community. The owners also have direct connections to the disabled community and felt renting to this organization was for the greater good of society.

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

The tenants are high functioning individuals with disabilities that receive 24-hour support and care without an impact to their neighbors or larger community. From this perspective they are ideal tenants and inhabitants of the property. Per 2015 county-level statistics from the American Community Survey (ACS), the prevalence of people with disabilities in Montgomery County is 9.4%. As such, we feel this representation is in line with our 

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

The borough defines this arrangement as a group home and therefore requires a special exception. No additional exception is being requested. In review of multiple tenants we viewed this tenant to be best qualified for the property and community; and not moving forward with the best qualified tenant would have been discriminatory.

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

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

N/A - Not contesting the determination. Just requesting a special exception to the zoning ordinance.



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

N/A

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

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

N/A

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

N/A

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

N/A

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

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

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.

Derek Dalmolin

Applicant

Derek and Makenzie Dalmolin

Legal Owner

3/8/2024

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 11TH day of MARCH, 2024.

Alea K. Pacell  
Notary Public

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

(Seal)



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

## Decision

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(For Borough Use Only)

Application Granted ☐

Application Denied ☐

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

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





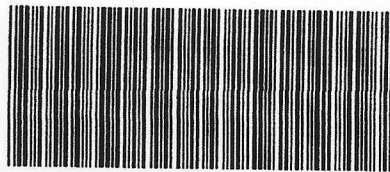
**RECORDER OF DEEDS  
MONTGOMERY COUNTY**  
*Nancy J. Becker*

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 5886 PG 01212 to 01215**

**INSTRUMENT # : 2013090539**

**RECORDED DATE: 08/26/2013 12:54:23 PM**



2972951-0013W

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 4

**Document Type:** Deed

**Document Date:** 08/09/2013

**Reference Info:**

**Transaction #:**

2939970 - 2 Doc(s)

**Document Page Count:**

3

**Operator Id:**

estaglia

**RETURN TO: (Simplifile)**

Services Abstract

794 Penllyn Blue Bell Pike Suite 200

Blue Bell, PA 19422

(215) 654-6160

**PAID BY:**

SERVICES ABSTRACT

**\* PROPERTY DATA:**

Parcel ID #: 05-00-09160-20-4

Address: 447 W SIXTH AVE

CONSHOHOCKEN PA

19428

Municipality:

Conshohocken Borough

(100%)

School District:

Colonial

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

**CONSIDERATION/SECURED AMT: \$310,000.00**

**TAXABLE AMOUNT: \$310,000.00**

**FEES / TAXES:**

Recording Fee: Deed \$78.00

State RTT \$3,100.00

Conshohocken Borough RTT \$1,550.00

Colonial School District RTT \$1,550.00

**Total: \$6,278.00**

DEED BK 5886 PG 01212 to 01215

Recorded Date: 08/26/2013 12:54:23 PM

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



**Nancy J. Becker**  
Recorder of Deeds

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

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

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

Prepared By: **Services Investors, LLC d/b/a Services  
Abstract Company  
ATTN: Taramarie Luzio  
794 Penllyn Blue Bell Pike, Suite 120  
Blue Bell, PA19422  
Phone: 215-654-6160**

---

Return To: **Services Investors, LLC d/b/a Services  
Abstract Company  
ATTN: Taramarie Luzio  
794 Penllyn Blue Bell Pike, Suite 120  
Blue Bell, PA19422  
Phone: 215-654-6160**

**Parcel: 05-00-09160-20-4  
447 West 6th Avenue,  
File No. 509-002092**

**DEED**

Prepared By: **Services Investors, LLC d/b/a Services  
Abstract Company  
ATTN: Tamarie Luzio  
794 Penllyn Blue Bell Pike, Suite 120  
Blue Bell, PA19422  
Phone: 215-654-6160**

Return To: **Services Investors, LLC d/b/a Services  
Abstract Company  
ATTN: Tamarie Luzio  
794 Penllyn Blue Bell Pike, Suite 120  
Blue Bell, PA19422  
Phone: 215-654-6160**

**05-00-09160-20-4  
447 West 6th Avenue, Conshohocken,  
PA 19428  
File No. 509-002092**

Fee Simple Deed

**This Deed**, made on August 9th, 2013, between,

**Anne Siegfried n/b/m Anne O'Hagan**

hereinafter called the Grantor of the one part, and

**Derek I. Dalmolin**

hereinafter called the Grantee of the other part,

**Witnesseth**, that in consideration of **Three Hundred Ten Thousand and 00/100 Dollars, (\$310,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his/her/their heirs and assigns, as **SOLE OWNER**;

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

SITUATE in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described according to a Plan of property of Ralph Philomeno made by Donald H. Schurr, Civil Engineer, Plymouth Meeting, Pennsylvania, dated December 14, 1990 and revised May 02, 1991, as follows, to wit:

BEGINNING at a point of intersection of the center line of Sixth Avenue (80 feet wide) and the Southeasterly side of Colwell Lane (60 feet wide); thence along said center line of Sixth Avenue, South 43 degrees 26 minutes East a distance of 100.7 feet to a point; thence South 46 degrees 34 minutes West a distance of 40 feet to a point; a corner on the Southwesterly side of Sixth Avenue; thence along said Southwesterly side of Sixth Avenue, South 43 degrees 26 minutes East a distance of 42 feet to the point of beginning; thence continuing South 43 degrees 26 minutes East a distance of 21 feet to a point; a corner; thence South 46 degrees 34 minutes West, through the center line of a party wall between Lot #2 and Lot #4, a distance of 102.38 feet to a point, a corner; thence North 43 degrees 26 minutes West a distance of 21 feet to a point; a corner; thence North 46 degrees 34 minutes East a distance of 102.38 feet to the point of beginning.

BEING Lot #4.

PARCEL NO. 05-00-09160-20-4

BEING the same premises which Martin J. Norton, by Deed dated 11-05-09 and recorded 11-09-09 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5749, Page 2363, granted and conveyed unto Anne Siegfried.

And the said Grantor does hereby covenant to and with the said Grantee that he/she/they, the said Grantor, his/her/their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, his/her/their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/they or any of them.

In witness whereof, the said Grantor have caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Witness \_\_\_\_\_

Anne Siegfried now by marriage Anne O'Hagan  
Anne Siegfried n/b/m Anne O'Hagan

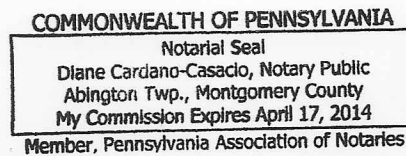
State/Commonwealth of PENNSYLVANIA

County of MONTGOMERY

On this AUGUST 9, 2013 before me, the undersigned officer, personally appeared **Anne Siegfried n/b/m Anne O'Hagan**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Diane Cardano-Casacio  
Notary Public



## DEED

File No. 509-002092

Grantor: Anne Siegfried n/b/m Anne O'Hagan

Grantee: Derek I. Dalmolin

I certify the address of the Grantee to be, and mail tax bill to:

447 W. 6th Ave, Conshohocken, PA 19428

Certified by: True

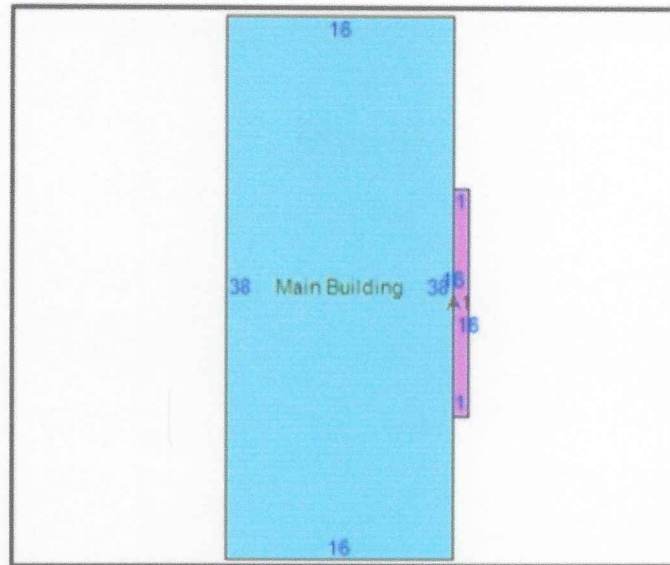
Premises: 447 West 6th Avenue, Conshohocken, , Montgomery County, State/Commonwealth of Pennsylvania




PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE NEWMAN

447 W SIXTH AVE



Options 

Type	Line #	Item	Area
Dwelling	0	Main Building	608
Dwelling	1	A1 - 16.FrOvr	16

PARID: 050009160204  
DALMOLIN DEREK IAN & MAKENZIE NEWMAN

447 W SIXTH AVE



PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE  
NEWMAN

447 W SIXTH AVE

### Lot Information

Lot Size	2142 SF
Lot #	4
Remarks	21 X 102 2142 SF
Remarks	
Remarks	

PARID: 050009160204

DALMOLIN DEREK IAN & MAKENZIE  
NEWMAN

447 W SIXTH AVE

### Residential Card Summary

Card	1
Land Use Code	1101
Building Style	TOWNHOUSE
Number of Living Units	1
Year Built	1992
Year Remodeled	
Exterior Wall Material	ALUM/VINYL
Number of Stories	2
Square Feet of Living Area	1,232
Total Rms/Bedrms/Baths/Half Baths	6/3/1/2
Basement	FULL
Finished Basement Living Area	
Rec Room Area	
Unfinished Area	
Wood Burning Fireplace	
Pre Fab Fireplace	
Heating	CENTRAL WITH A/C
System	WARM FORCED AIR
Fuel Type	GAS
Condo Level	1
Condo/Townhouse Type	CORNER
Attached Garage Area	
Basement Garage No. of Cars	1



## BOROUGH OF CONSHOHOCKEN

*Zoning Administration*

**MAYOR**  
Yaniv Aronson

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

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Stephanie Cecco  
Borough Manager

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### **ZONING NOTICE JULY 15, 2024 ZONING HEARING BOARD MEETING ZONING HEARING Z-2024-19**

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on July 15, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Cooper Winery, LLC, c/o Christina Pieri  
2135 Route 212, Coopersburg, PA 18036-9679

PREMISES INVOLVED: 127 East Elm Street  
Conshohocken, PA 19428  
SP-1 – Specially Planned District 1  
FP – Floodplain Conservation District

OWNER OF RECORD: The Estate of Raymond L. Weinmann  
853 Hillsdale Road, West Chester, PA 19382-1973

The petitioner is seeking a Variance from Sections §27-1713.1.B.(1), §27-1714.1.A, B, D, F, H, & K; §27-1505.A.(2); §27-809.1.Table A.1 & 2; §27-810; §27-820.F; and a Special Exception and Variance pursuant to Section §27-2006 to permit the building construction and landscaping located at five (5)-ft setback from the southwest corner of the E. Elm and Ash Streets intersection right-of-way lines, whereas a minimum fifteen (15)-ft setback is required and obstruction to vision at intersections within the required yard setbacks are prohibited; to permit the associated clearing, grading, and filling for an outdoor wine garden use with outdoor sports courts and active recreational space and amenities, fencing, driveway, parking area for a food truck, and stormwater management facilities, whereas these uses, activities, and such permanent structures are prohibited within the floodplain conservation overlay district; to permit an outdoor trash enclosure area to be located adjacent the property line whereas a ten (10)-ft setback is required; to allow a ten (10)-ft high fence surrounding the sports court area, whereas a fence may not exceed a maximum height of six (6)-ft within the SP-1 zoning district; and to allow a parking reduction and provide the required off-street parking for the proposed uses off-site of the property.

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

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

Thank you,  
Zoning Hearing Board





## BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

### Zoning Application

Application: Z-2024-19

Date Submitted: 6/14/24

Date Received: 6/14/24

1. Application is hereby made for:

☐ Special Exception ☐ Variance

☐ Appeal of the decision of the zoning officer

☐ Conditional Use approval ☐ Interpretation of the Zoning Ordinance

☐ Other \_\_\_\_\_

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

See attached addendum

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

127 East Elm Street, Conshohocken

4. Applicant's Name: Cooper Winery, LLC c/o Christina Pieri

Address: 2135 Route 212, Coopersburg, PA 18036-9679

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

E-mail Address: christinampieri@gmail.com

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

6. Property Owner: Raymond L. ~~Weilman~~ Weinmann Estate pending sale to Pie-Mir LLC

Address: 853 Hillsdale Road, West Chester, PA 19382-1973

Phone Number: 610-635-5628 (mark) / 610-564-4601 (Brian)

E-mail Address: markweinmann44@gmail.com / Brian.pieri@gmail.com

7. Lot Dimensions: 150' x 218' approx. Zoning District: SP-1 and Floodplain Overlay

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

Yes ☐ No ☐ If yes, please describe.

Unknown.

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

Vacant Lot

10. Please describe the proposed use of the property.

See addendum.

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

See addendum.

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

See addendum

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

a. The unique characteristics of the property: See addendum.

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

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

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

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

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

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

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

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

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

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

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

a. Attorney's Name: MarkS. Danek, Esq.

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

c. Phone Number: 484-344-5429

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

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

Christina Pur  
Applicant

n/a  
Legal Owner

6/14/24  
Date

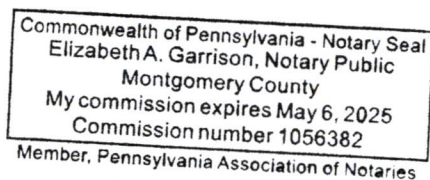
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 14th day of  
June, 2024.

Elizabeth A. Garrison  
Notary Public

(Seal)





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

## Decision

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(For Borough Use Only)

Application Granted ☐

Application Denied ☐

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

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



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

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

www.obermayer.com

P 610-234-4877

F 610-825-4549

June 14, 2024

Borough of Conshohocken  
Zoning Hearing Board  
400 Fayette Street, 2<sup>nd</sup> Floor  
Conshohocken, PA 19428

**RE: Parcel Id. 05-00-02108-00-2 – 127 East Elm Street  
Vacant Lot (Approximately 26,150 sq. ft.)**

Dear Zoning Hearing Board:

My office represents the Applicant, Cooper Winery, LLC.

The Subject Property is an undeveloped, vacant lot located in the SP-1 zoning district. It is a total of 25,061 sq. ft., or .58 acres.<sup>1</sup> It is also within the Floodplain Conservation District. Applicant proposes to utilize the existing vacant lot as an “Outdoor Wine Garden” with Outdoor Recreational Space.

The Applicant proposes to construct a 3,017 sq. ft. structure where there will be wine tastings and light refreshments will be served. The structure is expected to hold fifty (50) patrons max. The proposed hours of operation would be from 11:30 a.m. until – 11:00 p.m.

Additionally, Applicant proposes to build two pickleball courts, one bocce court and have some smaller recreational games also available (cornhole, outdoor checkers/chess tables, etc...). The outdoor space may draw up to one hundred (100) or one-hundred fifty (150) patrons.

For the courts, each pickleball game lasts approximately 15-25 minutes. For bocce, each game takes about an hour. The courts will be available for hourly reservation. Each game is allotted one-hour of playing time.

For entertainment, the Applicant plans to have live music (occasionally) and music played over speakers each day during the hours of operation. The outdoor music would end at 10:00 p.m. as required by the Borough’s sound ordinance.

Applicant is providing 15% as public open space, and is providing street trees and a buffer area pursuant to Code §27-1506. Likewise, Applicant will use a combination of evergreen and

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<sup>1</sup> Pursuant to §27-1504(e), the required minimum lot size in the SP-1 District is one acre. The Subject Property is an existing legal non-conforming lot.

deciduous trees and shrubs as foundation plantings along the facades to meet the requirements of §27-1506(A)(6).

To serve the proposed use, Applicant is providing 65 parking stalls off-site under lease.

The proposed uses are permitted by-right in the SP-1 District. However, due to the Floodplain Conservation Overlay District (“FP District”), Applicant files this appeal and seeks the following:

**I. Variance – Active Outdoor Recreation - §27-1713(1)(B)**

Code Section 27-1504(C) requires that all applicants provide Open Space for activity in the SP-1 District:

**C. Open Space in SP-1 District.**

(1) Purpose: the intent of the open space provision is to provide year-round opportunities for outdoor recreation within the district, provide visual relief within the built environment, and facilitate circulation for pedestrians to and throughout the district.

(2) Area: a minimum of 15% of each lot within the district shall be provided and maintained as open space. Required setbacks from roadways and ultimate rights-of-way may be included as part of the required open space if such setback areas are landscaped and designed to fulfill the intent of this Section. Open space shall be restricted from further subdivision and development by a restriction in a deed and/or by a conservation easement.

However, under the Floodplain Conservation District Code Section 27-1713(1)(B) allows for “primarily” passive recreation:

1. The following uses are permitted by right in the Floodplain Conservation District in compliance with the requirements of this Subpart:

B. Open space uses that are primarily passive in character shall be permitted to extend into the floodplain, including:

(1) Wildlife sanctuaries, nature preserves, fishing areas, passive areas of public and private parklands, and reforestation.

As stated above, Applicant seeks to install two outdoor pickleball courts and a bocce ball court. While these uses are *encouraged and permitted* in the SP-1 District, they are not permitted in the FP District.



Arguably, the foregoing recreational activities are not that active, like an organized football league or soccer team.<sup>2</sup> The proposed activities allow for a wide age range of players and skill sets. In fact, the vast majority of the space, is designed for passive recreation and socializing. Thus, only a small portion of the Subject Property is planned to be used for Active Recreation.

Moreover, Applicant's proposed use aligns with the Borough Comprehensive Plan which advocates for Open Space as part of the "Future Land Use Plan" for the Borough:

#### OPEN SPACE

Parks and open space areas are places set aside for both active recreation and passive recreation. They contribute to the Borough's character, preserve the natural ecosystems upon which we depend, and provide an attractive setting in which to live and work. Park and recreation facilities provide an avenue for residents to interact and recreate and help create a sense of community. Open space remains a considerable component of the future land use plan. While no additional parcels have been designated open space, the intent of the future land use plan is to allow and encourage open and green space to be provided in all districts and connected to an overall continuous and contiguous network.

See, Borough of Conshohocken Comprehensive Plan Update (Adopted June 20, 2018), P. 81.

Here, the Subject Property is along the Schuylkill River Trail and within walking distance of over 500 apartments. Moreover, the Subject Property is along the Conshohocken Cab Route. Thus, the Proposed Use adds to the Borough network of open space amenities.

The Applicant respectfully believes that the Subject Property is "primarily" used for passive recreation, and that no use variance is required. However, in an abundance of caution, Applicant seeks the variance relief from the Board.

Given the location of the Subject Property along a main thoroughfare, Applicant would not be able to develop the Subject Property for one of the other by-right uses (streambank stabilization, forestry operations, agricultural crossings, driveway serving a single family home (not permitted), elevated building on a brownfield site). Moreover, the Subject Property could not be developed in strict conformity with the Code since the Subject Property is not believed to be a brownfield site in a targeted redevelopment area for encouraging economic revitalization.<sup>3</sup>

Thus, an Exceptional Hardship exists to allow for the Board to grant the requested variance.

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<sup>2</sup> Applicant was unable to find a definition for "passive" or "active" recreation in the Code.

<sup>3</sup> Code Section 27-1713(1)(G) allows – by-right – the development of elevated and floodproofed buildings on brownfield sites in redevelopment areas encouraging economic revitalization.

**II. Variance – Wine Tasting Venue Use, Parking Lot and Stormwater Basin to Manage Stormwater - §27-1714(1)(A), (B), (D), (F), (H) and (K)**

As discussed above, the Subject Property cannot be developed in strict conformity with the Code since it is not a brownfield targeted for economic revitalization. As a result, Applicant seeks a variance from Sections §27-1714(1)(A), (B), (D), (F), (H) and (K) to allow for the Proposed Use:

Any use or activity not authorized within § 27-1713 shall be prohibited within the Floodplain Conservation District, and the following activities and facilities are specifically prohibited, except as part of a redevelopment project in compliance with § 27-1713, Subsection (1)(G):

A. 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.

B. New construction of buildings or placement of fill within the one-hundred-year floodplain is prohibited.

....

D. Clearing of all existing vegetation, except where such clearing is necessary to prepare land for a use permitted under § 27-1713, and where the effects of these actions are mitigated by re-establishment of vegetation.

....

F. Roads or driveways, except where permitted as corridor crossings in compliance with § 27-1713.

....

H. Parking lots.

....

K. Stormwater basins, including necessary berms and outfall facilities.

Pursuant to §27-1713(G), if the Subject Property was brownfield, the Applicant would be able to develop the Subject Property by-right. Since that is not the case, Applicant seeks a variance to allow for (i) the construction of a 3,017 sq. ft. square foot structure to accommodate up to fifty (50) patrons, and (ii) a stormwater basin to allow for the proper management of stormwater runoff given the development of the vacant lot.

It is important to note that the Applicant is not seeking relief from impervious coverage. The stormwater basin is a typical requirement for any development and not as a result of an applicant that seeks to over-develop a piece of vacant land.

Here, the Exceptional Hardship stems from the fact that the Subject Property cannot be developed in strict conformity with the Code (streambank stabilization, forestry operations, agricultural crossings, driveway serving a single-family home (not permitted), etc...). The Subject Property is not part of a brownfield targeted for redevelopment. Thus, nothing can be developed on the Subject Property in strict conformance with the Code. The variance is needed to allow for the reasonable development of the Subject Property.

The Proposal provides for the least modification to the Code to allow for the reasonable development of the Subject Property.

### **III. Dimensional Variance – Front Yard Setback - §27-1505(A)(2)**

Pursuant to §27-1505(A)(2), the minimum building setback must be 15 feet from the ultimate right of way. Here, Applicant proposes to construct the restaurant building five (5) feet from the right of way. The reason for this decision is that the majority of the Subject Property is in the 100-year Floodplain. However, the portion of the Subject Property closest to East Elm Street is NOT within the 100-year Floodplain. Further, there is a substantial slope from East Elm toward the rear of the Subject Property. If the building was located further into the Subject Property, it would be up on stilts well above the lawn area that is to be used for passive activities. Thus, the request for this variance is driven by the unique hardship of the land, and not the Code.

### **IV. Variance – Obstruction of Vision at Intersection - §27-810**

Pursuant to Code Section 27-810, no physical improvement can be maintained in the setback that “shall cause” obstruction to driver vision. The proposed design is set five (5) feet off of the sidewalk line (right of way). Applicant proposes a Buffer Planting area in that five (5) foot area. Based upon the design, Applicant requests that the Board allow this variance as it the proposed structure does not cause obstruction to the drive vision from any abutting intersection.

### **V. Dimensional Variance - Pickleball Court Fence Height - §27-809**

Pursuant to Code §27-809(1) Table (A)(2), the maximum allowed fence height between the front wall of the principal structure and rear lot line is six (6) feet. Applicant seeks a variance to allow for a fence up to ten (10) feet in height surrounding the pickleball courts.

### **VI. Variance – Location of Refuse Enclosure - §27-820(F)**

Pursuant to Code Section 27-820(F), refuse facilities detached from buildings shall be subject to the setback of 10 feet from all property lines. While Applicant provides for a ten (10) foot landscape buffer to the rear of the Subject Property, Applicant proposes to locate the Refuse Area at the property line abutting Ash Street. Applicant is unable to locate the Refuse Facility within the building as it would be unsanitary. And, Applicant cannot locate the Refuse Facility

further into the Subject Property as it would be close in proximity to patron seating areas. The noxious smells may be problematic in the summertime.

**VII. Off-Site Parking Special Exception - §27-2006 And/or Variance if more than 200'**

The foregoing Code section allows an Applicant to satisfy its parking requirement by locating parking on a neighboring property.

The nonresidential parking spaces required herein may be located elsewhere than on the same lot when authorized as a special exception by the Zoning Hearing Board in accordance with the provisions of Part 6 of this Chapter, subject to the following conditions:

A. The owners of two or more establishments shall submit, with their application for special exception, a site plan showing joint use and location of a common off-street parking area.

B. Some portion of the common off-street parking area lies within 200 feet of an entrance regularly used by patrons, into the buildings served thereby.

Applicant provides no parking on-site. Applicant will lease up to 65 stalls from neighboring prospering. As such, Applicant requests a Special Exception. Additionally, to the extent that the Applicant has leased spaces more than 200' away from the Subject Property, Applicant seeks a variance for any stalls that are more than 200' away from the Subject Property.

**VIII. The Board's Standard of Review - §27-1722(4) – Variance**

When reviewing this Application, the Board is guided by the following standards:

In reviewing any request for a variance, the Zoning Hearing Board shall consider, at a minimum, the following:

A. That there is good and sufficient cause, including:

(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 this chapter 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 this chapter 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.

B. That failure to grant the variance would result in exceptional hardship to the applicant.

C. That the granting of the variance will:

(1) Neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense; nor

(2) Create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.

Based upon the evidence presented during the hearing, the Applicant respectfully believes that it easily meets the foregoing standards. If the Board is inclined to grant the requested variances, the Applicant will secure a Hydrology and Hydraulic Study (Floodplain Analysis) and work with the Borough to ensure that all requirements for development in the FP District are met as required by Code Section 27-1732.

\* \* \*

Based upon the foregoing description and evidence and testimony to be presented at the hearing, Applicant respectfully requests that the Board grant the requested relief as it meets the standards for, *inter alia*, Code §27-1722 – Standards for the Board to consider when determining to grant a special exception or variance in the Floodplain Conservation District.

Please contact me with any questions.

Regards,

/s/ Mark S. Danek

MARK S. DANEK

cc: Cooper Winery, LLC (c/o Christina Pieri)



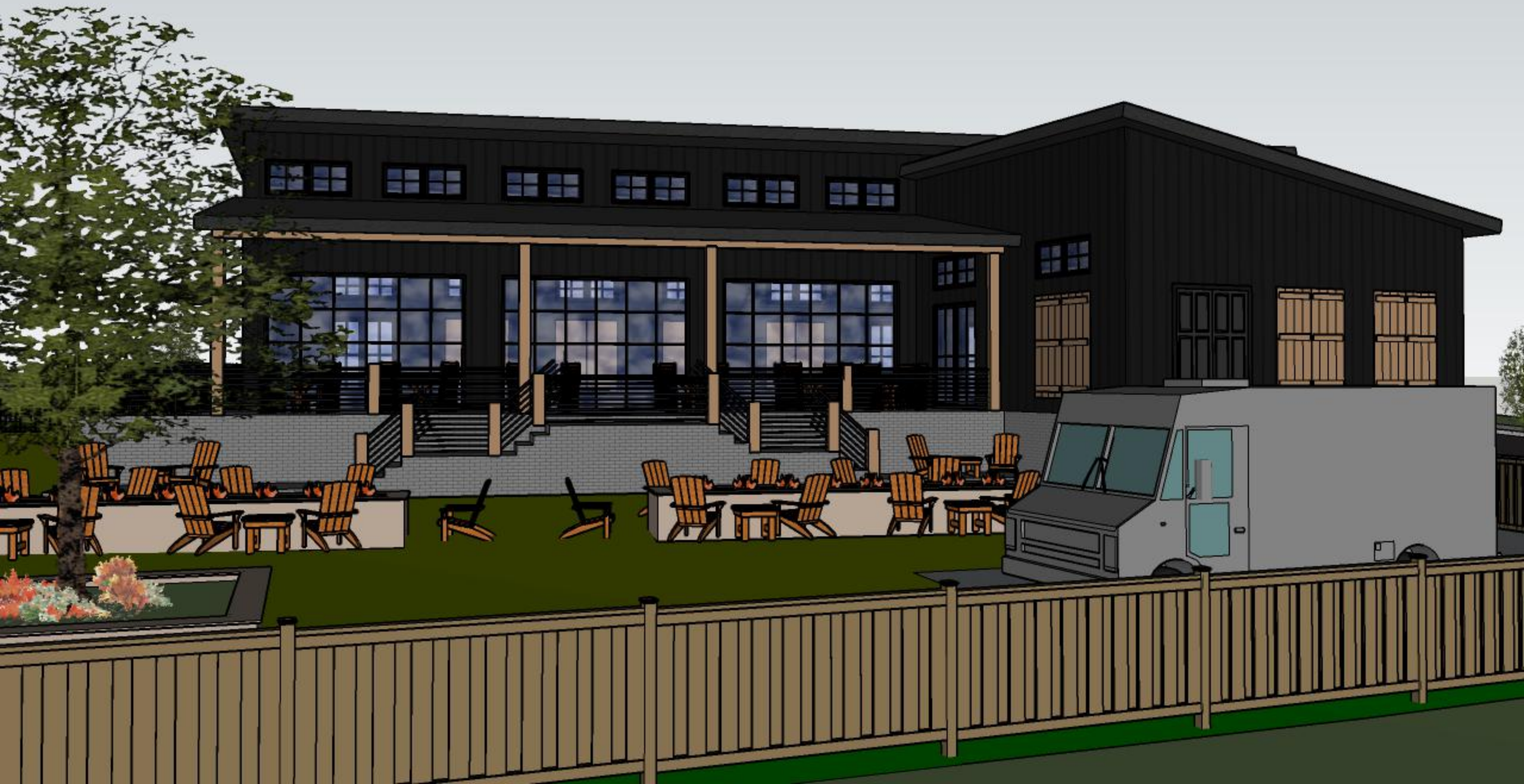












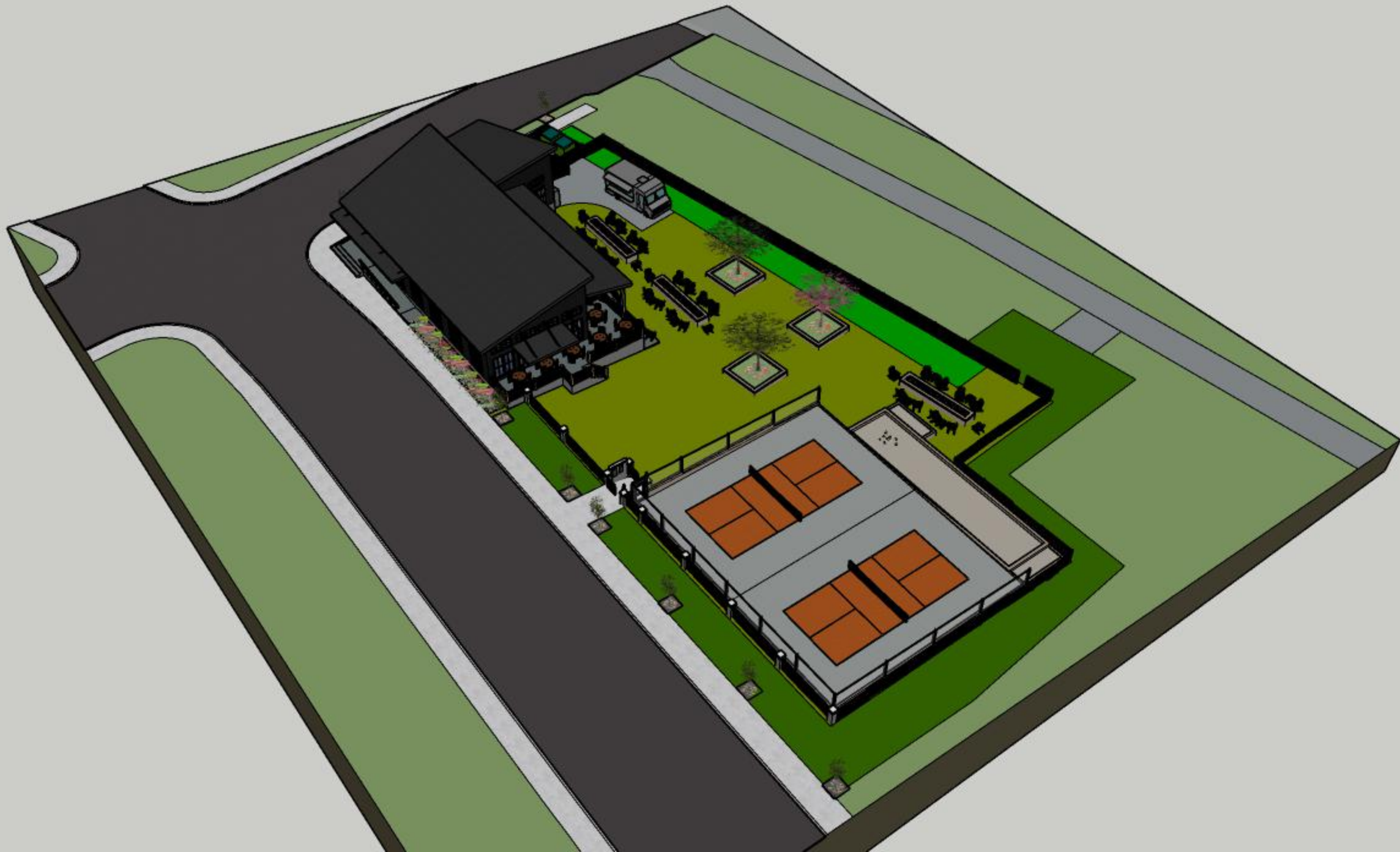






















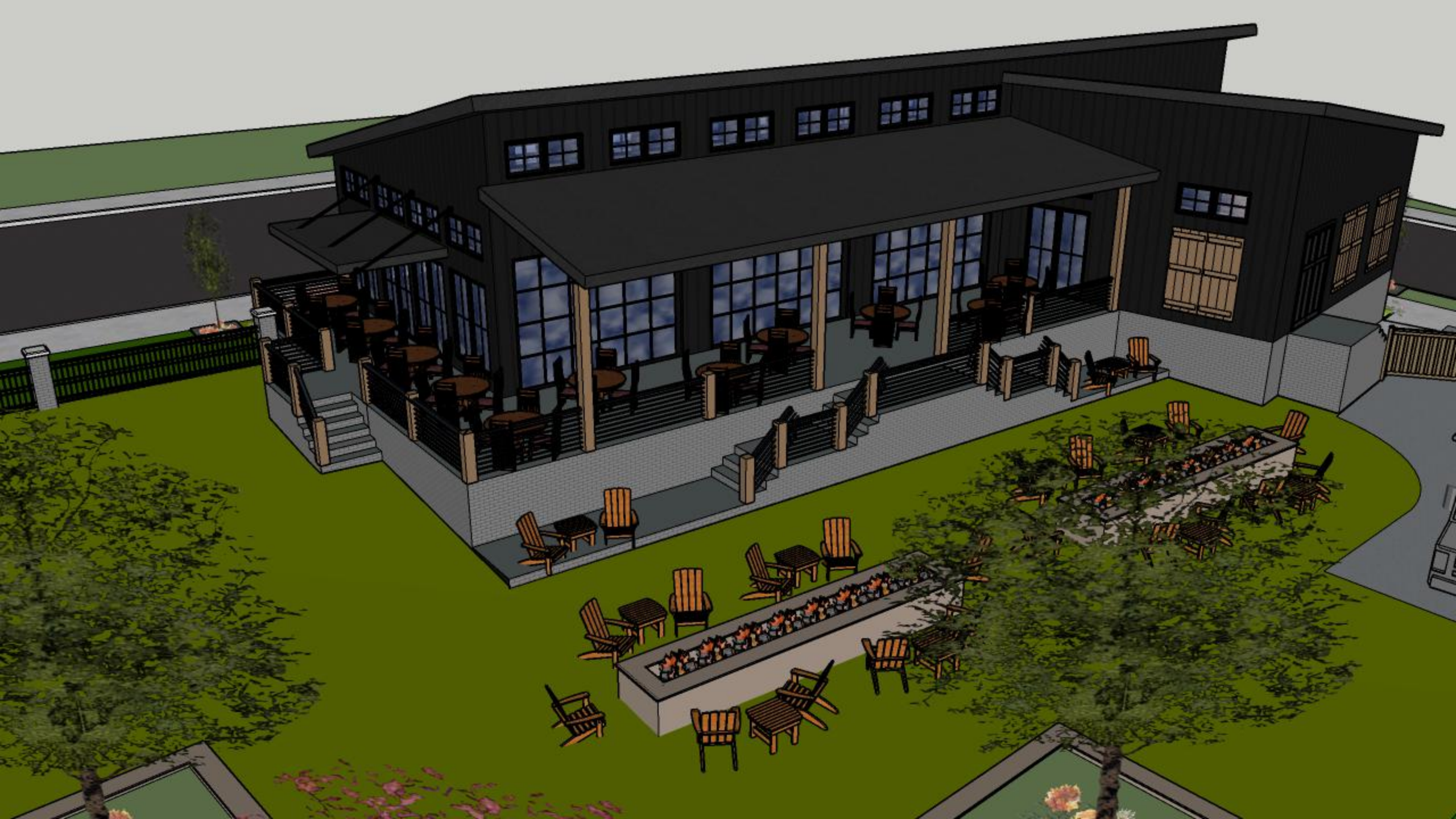












## SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of the 18<sup>th</sup> day of April 2024 ("Effective Date"), between **The Estate of Raymond L. Weinmann** hereinafter referred to as "Seller" and **Pie-Mir LLC** a Pennsylvania limited liability company, its permitted successors, or assigns, hereinafter referred to as "Purchaser".

### WITNESSETH:

- A. Seller is the owner of that certain real estate and improvements thereon located known as 127 East Elm Street, Conshohocken, Pa, Montgomery County more particularly described in that certain Deed dated April 24, 1998, between PVI Associates and Raymond L. Weinman recorded with the Montgomery County Recorder of Deeds Office (the "Property").
- B. Seller wishes to sell, and Purchaser wishes to buy the Property, as hereinafter defined.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT. Seller hereby agrees to sell, and Purchaser agrees to purchase, subject to the provisions of this Agreement, the Property, including all appurtenant rights associated therewith.
2. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price of the Property is \$1,000,000.00, subject to adjustments as hereinafter set forth ("Purchase Price"). The Purchase Price shall be paid as follows:

a. Within two (2) business days after the Effective Date, Purchaser shall pay the sum of \$100,000.00 (the "Deposit") to Philadelphia Suburban Abstract Company, 922 Ridge Pike, Conshohocken, Pa. 19428 (the "Escrow Agent"). The Escrow Agent shall hold the Deposit in a federally insured interest-bearing account at a bank or other financial institution reasonably acceptable to Purchaser, and all interest accruing on the Deposit (if any) shall be deemed to be a part of the Deposit for all purposes hereunder.

(1) The Deposit shall be refundable during the Inspection Period (as hereinafter defined). Thereafter, if Purchaser proceeds with this transaction, the Deposit shall be non-refundable except in the event of a Seller default, condemnation, failure or inability to deliver title as required pursuant to the provisions of this Agreement, or as otherwise set forth in this Agreement.

(2) At Settlement, unless forfeited to Seller as liquidated damages or returned to Purchaser pursuant to the terms of this Agreement, the Deposit and all interest accrued thereon shall be credited to the Purchase Price.

b. Purchaser shall pay the balance of the Purchase Price by cash (USD) or federal wire transfer, with all funds available on or before 5:00 p.m. on the Settlement Date.

### 3. PROPERTY INSPECTION.

a. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser the following copies of documents relating to the Property which it has in its possession and which are readily available: service agreements/contracts, maintenance records, books, records and other financial documents and information with respect to the Property, land development records, environmental studies, plans, existing survey and title policy, correspondence and/or other documents by and between Seller and Montgomery County and/or the Commonwealth of Pennsylvania with respect to the Property and any other documents in Seller's possession or control relating to the Property (collectively, the "Property Information"). Purchaser agrees to return said copies to Seller promptly upon any termination of this Agreement.

b. Except for the representations and warranties of Seller contained in this Agreement or in any of the instruments of conveyance/assignment, the Property shall be conveyed in "as is, where is, and with all faults", condition. Except as set forth in this Agreement, Seller makes no representations or warranties concerning the Property, its physical condition, its economic prospects or any other matter except as contained in the instruments of conveyance/assignment. Commencing on the Effective Date and continuing until the Settlement Date, Purchaser and/or its agents shall have the right to enter into the Property to perform such reasonable and customary inspections that Purchaser deems necessary ("Property Inspection"); provided that the Property Inspection is conducted: (i) at reasonable times; (ii) in accordance with applicable laws, regulations and ordinances; (iii) by properly licensed, qualified and insured, contractors with insurance naming Seller as an additional insured; (iv) in a manner to cause no material adverse condition to the Property, including, but not limited to, pollution of, or the creation of hazardous waste on or in, the Property; and (v) in a manner to cause no breach or default pursuant to any agreement pertaining to the Property. In addition, Seller agrees to respond to all reasonable requests for information from Purchaser within a reasonable time. During any Property Inspection, Purchaser shall exercise commercially reasonable efforts to minimize any disruption to the business of Seller. Upon completion of the Property Inspection, the Property shall be restored to the substantially the same condition in which it existed immediately prior to the Property Inspection. Purchaser shall promptly pay all costs associated with the Property Inspection. Purchaser and its agents, contractors, and employees shall not incur or suffer any mechanics or other lien to be filed against the Property or Seller's interest therein. Purchaser shall provide Seller with copies of all reports and inspections it receives in connection with the Property Inspection promptly upon receipt. In the event, as a result of its Property Inspection, Purchaser discovers any Hazardous Materials (as hereinafter defined) that are reportable to the Pennsylvania Department of Environmental Protection ("DEP") or the Environmental Protection Agency ("EPA"), Purchaser shall refrain from taking any action until it consults with the Seller. Reporting of same shall be made in Seller's sole determination. If Purchaser proceeds to make such contact or makes any report to the DEP or EPA, this shall be considered a default by Purchaser and Seller shall have the right to retain the Deposit in anticipation of damages it may suffer.

c. Purchaser does hereby indemnify and hold Seller and its heirs, assigns, and/or successors, beneficiaries, employees and agents and their respective officers, directors, servants and employees ("Indemnified Parties"), harmless from any and all liability, loss, cost and expense (including reasonable attorney's fees at all levels of proceedings, collections and bankruptcy) arising from, or relating to, the Property Inspection or otherwise arising as a result of Purchaser exercising any of its rights pursuant to this Section, except where such liability, loss, cost and expense is due to

the gross negligence or willful misconduct of the Indemnified Parties. Notwithstanding the foregoing, in no event shall Purchaser be liable for (i) the discovery of any preexisting condition; or (ii) any claims of diminution in the value of the Property as a consequence of the results revealed by any such investigations or testing.

d. No later than 5:00 p.m. on the first business day which is forty (40) days after the Effective Date ("Inspection Period"), Purchaser shall deliver to Seller written notice indicating that it wishes to proceed with the purchase of the Property ("Inspection Contingency Notice to Proceed"). For purposes of clarification, the parties do hereby agree that, in the event that the Inspection Period ends on a Saturday, Sunday or a public holiday observed in the Commonwealth of Pennsylvania, then the Inspection Period shall be extended through 5:00 p.m. on the next business day immediately, automatically and without the need for any further writing or action by any party. If Purchaser fails to timely deliver the Inspection Contingency Notice to Proceed, then this Agreement shall automatically terminate and the Deposit shall be refunded in full to Purchaser within three (3) business days thereafter, without further notice or action by either party.

#### 4. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. Seller is an estate, selling by and through its executor. Accordingly, Seller's representations, warranties and covenants to Purchaser are limited as follows:

(1) Seller has the legal capacity to enter into this Agreement, to sell the Property to Purchaser and to otherwise perform its obligations hereunder without the consent of any other person or entity. This Agreement, and such other documents now or hereafter to be executed and delivered by Seller under this Agreement, when executed and delivered, will each constitute the legal, valid, and binding obligations of Seller enforceable against Seller in accordance with its terms.

(2) Seller is the owner of the fee simple title to the Property. Seller's title to the Property is, and on the Settlement, Date will be, marketable and good of record.

(3) No third party has any right or option to acquire all or any part of the Property.

(4) Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Seller, nor the consummation of the sale, constitutes or will constitute a violation of or breach of any agreement or judicial order to which Seller is a party or the Property is subject, including without limitation the bylaws or other corporate documents of Seller.

b. Seller represents and warrants to Purchaser that, as of Effective Date, to the actual knowledge of Seller, without any independent investigation:

(1) Intentionally Omitted.

(2) Intentionally Omitted.

(3) Intentionally Omitted.



(4) There are no condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof, and Seller has received no written notice of the desire of any public authority or other entity to take or use the Property or any part thereof.

(5) The Property is subject to no written leases, subleases, or other rights of occupancy that will extend beyond the Settlement.

(6) There are no actions, suits, claims, arbitrations, proceedings, orders, judgments or investigations pending or threatened in writing against or affecting Seller, the Property or the operation thereof, or which questions the validity of this Agreement or any action taken or to be taken in, under or in connection with any of the provisions of this Agreement, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality.

(7) No labor has been performed or materials furnished at the request or direction of Seller that could result in a materialman's or mechanic's lien filed against the Property except as shall be fully paid by Seller or released prior to Settlement. All real estate taxes on the Property which have become due and which are required to be paid prior to Settlement have been or will be paid by Seller by Settlement. All federal and state income tax returns required to be filed for the Property during the past three (3) years have been timely filed.

(8) Intentionally Omitted.

(9) Intentionally Omitted.

For the purposes of this Agreement, "Hazardous Materials" means any of the following: asbestos-containing materials, polychlorinated biphenyls (PCBs), flammable materials, explosives, radioactive materials, petroleum products and any materials, wastes, substances, or chemicals that are deemed hazardous, toxic, a pollutant or a contaminant under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901, et seq.), in the regulations adopted or publications promulgated pursuant thereto, or in any other applicable federal, state or local laws, ordinances, rules or regulations in effect on the Effective Date relating to the protection of public health, safety or the environment.

(10) Intentionally Omitted.

(11) To Seller's knowledge, the Property Information items are correct.

(12) The Property is served by public water and sewer, gas, and electric. Seller has no actual knowledge of, and has received no notice of, any present or threatened ban, moratorium or other limitation of any kind on new connections or additional flows to any such utilities serving the Property.

(13) No fees or assessments for any public improvements have been made against the Property which remain unpaid, no improvements to the Property or any roads or facilities abutting



the Property have been made or ordered for which a lien, assessment, or charge can be filed or made, and Seller has no knowledge of any plans with respect thereto.

(14) Intentionally Omitted.

(15) Intentionally Omitted.

(16) Seller shall comply with all notice and other requirements of all Pennsylvania bulk sales laws to the extent applicable. Seller shall and hereby agrees to indemnify Purchaser for any claim, costs, loss, or damage suffered by Purchaser as a result of Seller's failure to pay any tax attributable to periods ending on or before Settlement or to provide notice to any taxing authority of the transaction contemplated herein, including, without limitation, any claim, cost, loss, or damage relating to any tax liability of the Seller related to the ownership or operation of the Property prior to Settlement. This indemnification obligation shall survive the Settlement without limitation as to time.

(17) Intentionally Omitted.

(18) Seller has received no notice regarding any suspension or cancellation of any existing Certificates of Occupancy.

(19) Seller shall and hereby agrees to indemnify Purchaser for any claim, cost, loss, or damage suffered by Purchaser as a result of Seller's failure to pay any tax attributable to periods ending on or before Settlement or to provide notice to any taxing authority of the transaction contemplated herein. This indemnification obligation shall survive Settlement without limitation as to time.

(20) Seller is not named by, and is not acting, directly, or indirectly for or on behalf of any person, group entity, or nation named by, any Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enacted, enforced, or administered by the Office of Foreign Assets Control ("OFAC").

c. Seller covenants and agrees that:

(1) Between the Effective Date and the Settlement Date, Seller shall, at Seller's expense, maintain all of the Property in a state of good order and repair, normal wear and tear and casualty excepted. Seller shall promptly notify Purchaser if Seller receives any notice from any party alleging that Seller is in default with respect to any permit, approval or agreement affecting the Property or any portion thereof.

(2) At Settlement, there shall be no contracts binding upon Purchaser entered into by Seller without Purchaser's knowledge that have not been disclosed by Seller to Purchaser. Seller shall not make any new commitments or representations to any applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility or other person or entity that would in any manner be binding upon Purchaser or the Property, without Purchaser's prior written consent in each instance, which consent Purchaser may withhold in its sole discretion.

(3) Seller shall maintain in full force and effect all licenses, permits, authorizations, approvals, certificates of occupancy and all other approvals necessary for the current use and operation of the Property (the "Permits"), and will file in a timely manner all reports, statements, renewal applications and other filings, and will pay timely all fees and charges in connection therewith that are required to keep the Permits in full force and effect.

(4) Seller now carries liability and extended coverage insurance policies on the Property; and Seller agrees that, between the Effective Date and the Settlement Date, Seller will, at Seller's expense, continue to keep such insurance in full force and effect.

(5) In addition to Seller's other obligations in this Agreement, including, without limitation, timely delivery of the Property Information, Seller shall furnish to Purchaser in a reasonable time frame, all information concerning the Property that Purchaser may from time to time reasonably request, including specifically but without limitation, cooperating with Purchaser to satisfy its purchase money lender requirements related to the Property.

(6) Between the date of the full execution and delivery of this Agreement and the expiration of the Inspection Period (or earlier termination of this Agreement by Purchaser), Seller will not enter into any purchase and sales agreements, leases, or other agreements with the effect of transferring title or a possessory interest, with respect to the Property.

d. The representations and warranties of this Section 4 made by Seller to Purchaser shall survive the closing of title and the delivery of the deed hereunder for a period not to exceed three (3) months from the Settlement Date.

5. PURCHASER'S REPRESENTATIONS. Purchaser represents and warrants, which representations and warranties are correct as of the date hereof and will be true and correct as of the Settlement Date, that:

a. Purchaser has the full right and authority to execute and deliver this Agreement and to undertake all action and performance of all tasks required of it hereunder.

b. Purchaser's performance pursuant to this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of, any lien or encumbrance upon the Property under any agreement or other instrument to which Purchaser is a party or by which Purchaser or the Property are bound.

c. This Agreement has been duly authorized and executed on behalf of Purchaser and constitutes a valid and binding agreement, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of such rights generally and by principles of equity. Purchaser has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Purchaser is a party or by which Purchaser is bound.

6. EVIDENCE OF TITLE.

a. If readily available, Seller's most recent title insurance policy for the Property will be included in the Property Information delivered to Purchaser ("Existing Policy"). Seller shall satisfy all mortgages, liens, and security interests ("Monetary Liens") at Settlement, utilizing the Settlement proceeds. Except as provided to the contrary herein and except for any Monetary Liens and Defects to which Purchaser has objected, in the event that Purchaser proceeds after the Inspection Period, Purchaser has accepted title in the condition as represented thereon.

b. During the Inspection Period, Purchaser shall order a title commitment or report (the "Title Commitment") from Philadelphia Suburban Abstract Company ("Title Company"), which will agree to issue an Owner's Policy of Title Insurance (the "Title Policy") insuring Purchaser's title to the Property to be good and marketable in the amount of the Purchase Price. If the Title Commitment and/or Survey, if any, shows any title defect, lien, encroachment, or encumbrance that renders the Property unusable for its present purpose ("Defect"), then Purchaser, prior to the expiration of the Inspection Period, shall notify Seller in writing specifying the Defect, together with a complete copy of the Title Commitment. Seller shall, within ten (10) days after receiving such notice of Defects, provide a written response to Purchaser that Seller will or will not attempt to cure such Defects. If Seller fails to provide such written response, it shall be deemed that Seller shall not cure such Defects as set forth in Purchaser's written notice of Defects. If Seller elects not to cure the Defects or fails to notify Purchaser within the aforementioned time frame, Purchaser shall be entitled to terminate this Agreement and have the Deposit returned to it and be paid by Seller the title fees that Purchaser has incurred, not to exceed \$1,500.00, at which time this Agreement shall become void and there shall be no further objection or liability on either party hereto. If Seller agrees to cure such Defects, this Agreement shall remain in effect, however Settlement may be extended to allow Seller the time to cure said Defect. Notwithstanding the foregoing, Seller shall be required to discharge of record at or prior to Settlement all Monetary Liens, regardless of whether Purchaser identifies any such Monetary Lien as a Defect in its written notice described above.

7. SURVEY. Included within the Property Information, provided the Seller has the same available, is a copy of Seller's most recent survey ("Existing Survey"). During the Inspection Period, Purchaser, at its sole cost and expense, may order a current survey of the Property (the "Survey") certified to Purchaser, its respective counsel, lender(s), and to the Title Company. All matters shown on the Survey which constitute a Defect and materially impede the ability to utilize the Property as it is currently utilized, shall be resolved as provided in Section 6 above.

8. SETTLEMENT DATE AND PLACE. This transaction shall be closed ("Settlement") and the instruments of conveyance shall be delivered on or before fifty (50) days after expiration of the Inspection Period ("Settlement Date"). The Settlement Date is subject to being extended or shortened by agreement of the parties or by any other provisions of this Agreement. The Settlement shall be in the offices of the Escrow Agent, or such other place as may be agreed by the parties or by overnight delivery. Formal tender of an executed deed and purchase money is hereby waived.

9. CONVEYANCE.

a. At Settlement, Seller shall deliver, duly executed and in form satisfactory to the Escrow Agent, the following:

(1) A Special Warranty Deed, in proper form for recording, conveying the Property to Purchaser in fee simple, free and clear of all liens, encumbrances, and other matters adversely affecting title and any other matters that have been expressly waived by Purchaser in writing, together with a Pennsylvania Realty Transfer Tax Statement of Value. Purchaser reserves the right to acquire title to the Property in the name of an affiliated entity as set forth in Section 25;

(2) Deliver possession of the Property to Purchaser, and free and clear of all tenancies or other rights of occupancy and free of all trash, debris, equipment, vehicles, waste and the like;

(3) Owner's title affidavit as to mechanics liens, possession, and other matters affecting title, in customary form acceptable to Purchaser and the Title Company;

(4) Pursuant to Section 1445 of the Tax Reform Act of 1984, a "Non-Foreign Person" Affidavit;

(5) A Settlement statement, in form and content prepared by the Title Company and acceptable to both the Seller and Purchaser;

(6) Intentionally Omitted.

(7) Intentionally Omitted.

(8) Original Waivers and Releases of the Right to File a Lien under the Commercial Real Estate Brokers Lien Act, duly executed by each Broker;

(9) A Closing Certificate confirming that all of the representations and warranties by Seller set forth in this Agreement are true and correct at and as of the Settlement in all material respects;

(10) Evidence of Seller's compliance with the notice provisions of all Pennsylvania bulk sales laws;

(11) If Pennsylvania tax clearances are not received prior to Settlement, a bulk sales release and indemnity in favor of Purchaser in form and substance reasonably satisfactory to Purchaser as is consistent with Section 4 (b) (16). In no event shall Seller be obligated to escrow any monies at Settlement for compliance with Pennsylvania bulk sales laws or tax clearance requirements;

(12) A duly executed and acknowledged assignment, in form and content reasonably satisfactory to Purchaser, assignment to Purchaser all of Seller's right, title, and interest in any service contracts, if any, permits, licenses, plans, and approvals relating to the ownership, operation or occupancy of the Property (nothing herein shall be deemed to require Purchaser to accept assignment of any contract); and

(13) Such other items and instruments as Purchaser, the Title Company and/or Escrow Agent may reasonably require.

b. At Settlement, Purchaser shall deliver:

- (1) The Settlement proceeds;
- (2) A Settlement statement; and
- (3) Such other items as Seller and/or Escrow Agent may reasonably require.

10. PRORATIONS, ADJUSTMENTS AND CERTAIN SETTLEMENT COSTS.

a. Real estate taxes, all utilities, and other apportionable income and expenses paid or payable by Seller shall be apportioned as of the date of Settlement. Seller shall cause any and all public utilities servicing the Property to issue final bills to Seller on the basis of readings made as of Settlement, and all such bills shall be paid by Seller.

b. All assessments for public improvements which have been completed prior to the Settlement, shall be paid in full by Seller at or before the Settlement. All assessments issued following Settlement shall be Purchaser's responsibility, if Purchaser purchases the Property.

c. Seller shall pay the cost of preparation of the Deed, recording the Deed, and its own attorneys' fees. The parties shall divide equally, the Escrow Agent's closing fees, closing fees, and Pennsylvania and local real estate transfer taxes. Purchaser shall pay all other costs, including, without limitation, all costs associated with: (i) the title insurance coverage; and (ii) Property Inspection. All other expenses of conveyance shall be paid by the party incurring them or as otherwise set forth in this Agreement.

11. 1031 EXCHANGE. Seller and Purchaser may desire to complete a tax-free exchange (either regular or reverse) under Section 1031 of the Internal Revenue Code in connection with the sale or purchase of the Property, in which event Settlement shall be coordinated with a qualified delayed exchange intermediary as the exchange facilitator with full powers to complete the exchange. The exchange facilitator will instruct Seller or Purchaser as to the manner in which title to the Property shall be conveyed to the Purchaser. There will be no additional expenses to Seller, as the result of Purchaser completing a tax-free exchange, nor to Purchaser as a result of Seller completing a tax-free exchange. Seller and Purchaser agree to cooperate with one another and their respective exchange facilitator to allow the completion of the exchange. Seller shall indemnify and hold Purchaser harmless from any liability or expense as a result of Seller completing a tax-free exchange of the Property, and Purchaser shall indemnify and hold Seller harmless from any liability or expense as a result of Purchaser completing a tax-free exchange of the Property. In no event shall: (i) such tax-free exchange delay Settlement; or (ii) either party shall be required to take title to any third-party Property.



12. RISK OF LOSS/CONDEMNATION. All risk of loss or damage to the Property by any cause is assumed by Seller until Settlement. If, prior to Settlement, the Property or any portion thereof is taken by proceedings in condemnation, Seller shall promptly notify Purchaser in writing. Within ten (10) days of receipt of said notice, Purchaser shall have the option of terminating this Agreement, whereupon the Deposit plus any interest earned thereon shall be returned the Purchaser or proceeding hereunder. If Purchaser elects to proceed under this Agreement, there shall be a pro-rata reduction of the Purchase Price to reflect the portion of the Property taken in condemnation or Purchaser shall be entitled to such condemnation award, at Seller's option.

13. DEFAULT BY SELLER. In the event Seller is in default of any of the provisions of this Agreement, and fails to cure such default within ten (10) days after written notice from Purchaser of such default, provided such default can be cured within ten (10) days, and if the same cannot be cured within ten (10) days and Seller is diligently pursuing such a cure, then Seller shall not e held in default. Once the cure period has lapsed and Seller is still in default, then Purchaser shall have the right to: (i) terminate the Agreement, receive a return of the Deposit, and Seller shall promptly reimburse Purchaser for Purchaser's documented and actual out-of-pocket expenses incurred by Purchaser related to this Agreement (including, without limitation, attorneys' fees, and fees/costs associated with the survey, title or the inspection of the Property) not to exceed \$2,500,000.00, in which event this Agreement shall be null and void and neither party shall have any further obligation to the other; or (ii) seek any remedies available at law or in equity (including, without limitation, specific performance).

14. DEFAULT BY PURCHASER. Should Purchaser fail to proceed to Settlement as required by the terms and conditions of this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to terminate the Agreement and receive and retain the Deposit as liquidated damages. The parties acknowledge and agree that it would be difficult, if not impossible, to ascertain Seller's actual damages if this Agreement is terminated by Seller pursuant to this Section 14, and the Deposit represents a good faith, reasonable estimate of such damages.

15. LITIGATION. In the event that there is any litigation relating to this Agreement, each party shall pay its own costs and fees. This provision shall survive the termination of this Agreement or Settlement hereunder.

16. NOTICES. All notices necessary or proper herein shall be made by: (i) overnight delivery with a copy via e-mail; (ii) posting the same in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid with a copy via e-mail; or (iii) a reputable courier or delivery service with a copy by e-mail, addressed as follows:

Seller: The Estate of Raymond L. Weinmann  
853 Hillsdale Rd. West Chester Pa.  
Attn: Mark Weinmann  
Email:

And to: Curtin & Heefner LLP  
1040 Stony Hill Road, Suite 150  
Yardley, PA 19057

(13) Such other items and instruments as Purchaser, the Title Company and/or Escrow Agent may reasonably require.

b. At Settlement, Purchaser shall deliver:

(1) The Settlement proceeds;

(2) A Settlement statement; and

(3) Such other items as Seller and/or Escrow Agent may reasonably require.

10. PRORATIONS, ADJUSTMENTS AND CERTAIN SETTLEMENT COSTS.

a. Real estate taxes, all utilities, and other apportionable income and expenses paid or payable by Seller shall be apportioned as of the date of Settlement. Seller shall cause any and all public utilities servicing the Property to issue final bills to Seller on the basis of readings made as of Settlement, and all such bills shall be paid by Seller.

b. All assessments for public improvements which have been completed prior to the Settlement, shall be paid in full by Seller at or before the Settlement. All assessments issued following Settlement shall be Purchaser's responsibility, if Purchaser purchases the Property.

c. Seller shall pay the cost of preparation of the Deed, recording the Deed, and its own attorneys' fees. The parties shall divide equally, the Escrow Agent's closing fees, closing fees, and Pennsylvania and local real estate transfer taxes. Purchaser shall pay all other costs, including, without limitation, all costs associated with: (i) the title insurance coverage; and (ii) Property Inspection. All other expenses of conveyance shall be paid by the party incurring them or as otherwise set forth in this Agreement.

11. 1031 EXCHANGE. Seller and Purchaser may desire to complete a tax-free exchange (either regular or reverse) under Section 1031 of the Internal Revenue Code in connection with the sale or purchase of the Property, in which event Settlement shall be coordinated with a qualified delayed exchange intermediary as the exchange facilitator with full powers to complete the exchange. The exchange facilitator will instruct Seller or Purchaser as to the manner in which title to the Property shall be conveyed to the Purchaser. There will be no additional expenses to Seller, as the result of Purchaser completing a tax-free exchange, nor to Purchaser as a result of Seller completing a tax-free exchange. Seller and Purchaser agree to cooperate with one another and their respective exchange facilitator to allow the completion of the exchange. Seller shall indemnify and hold Purchaser harmless from any liability or expense as a result of Seller completing a tax-free exchange of the Property, and Purchaser shall indemnify and hold Seller harmless from any liability or expense as a result of Purchaser completing a tax-free exchange of the Property. In no event shall: (i) such tax-free exchange delay Settlement; or (ii) either party shall be required to take title to any third-party Property.

Attn: Maureen B. Carlton, Esquire  
Email:

Purchaser: Pie-Mir LLC  
1016 Maple St Conshohocken Pa  
Attn: Julian Miraglia  
Email:

And to: Philadelphia Suburban Title Company  
922 Ridge Pike  
Conshohocken Pa. 19428

The addresses of the parties may be changed by giving notice thereof in writing in the manner set forth in this Section for the giving of notice. Any notice shall be deemed to have been given: three (3) days after its mail by certified mail; one (1) day after it is delivered to an overnight delivery service for delivery; or on the same day, if delivered via a courier or delivery service.

17. **BROKERS.** The parties mutually warrant and represent to each other that neither party has retained a broker(s) with whom they have dealt in connection with this transaction and neither has authorized any broker to act on its behalf in respect of the transaction contemplated. Each party shall indemnify the other against any requests for commissions or monies due as a result of this transaction. This shall survive Settlement.

18. **INDEMNITY.** Following Settlement, the parties agree to indemnify each other and hold harmless the other from and against any and all claims, actions, loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) asserted against or incurred by either party arising out of or relating to: (a) a breach of any representation or warranty of each party herein; or (b) the failure of either party to perform any obligation required by this Agreement. This provision shall survive the termination of this Agreement or Settlement hereunder.

19. **TIME.** Time is of the essence of this Agreement. If any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

20. **CONSTRUCTION.** This Agreement shall be construed in accordance with the Laws of the Commonwealth of Pennsylvania. The venue of any action shall exclusively be in Montgomery County, Pennsylvania. Both parties waive trial by jury with respect to any matters arising out of this Agreement. This Agreement shall not be construed more or less favorably for or against either party on account of its drafting.

21. **GENDER.** Whenever the context hereof so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

22. **CAPTIONS.** The headings and subheadings used throughout this Agreement are for convenience only, have no significance in the interpretation of this Agreement and shall be disregarded in construing the provisions of this Agreement.

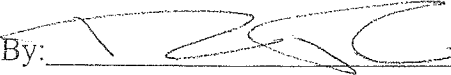
23. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors, personal representatives, and assigns forever.
24. **COUNTERPARTS/FACSIMILE.** This Agreement, and any amendments hereto, may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed by a party's signature transmitted by facsimile ("fax") or email or by a party's electronic signature, and copies of this Agreement executed and delivered by means of faxed or emailed copies of signatures or originals of this Agreement executed by electronic signature shall have the same force and effect as copies hereof executed and delivered with original wet signatures. All parties hereto may rely upon faxed, emailed or electronic signatures as if such signatures were original wet signatures. Any party executing and delivering this Agreement by fax or email shall promptly thereafter deliver a counterpart signature page of this Agreement containing said party's original signature. All parties hereto agree that a faxed or emailed signature page or an electronic signature may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original wet signature page.
25. **ASSIGNMENT.** Purchaser shall have the absolute right to assign this Agreement without the prior written consent of Seller, provided such assignee shall be financially similar to Purchaser and such assignment shall not cause any delays under this Agreement, upon which assignment to and assumption by Purchaser's assignee, and Seller agrees to convey the Property at Settlement directly to Purchaser assignee. Notwithstanding the foregoing, Seller agrees, at Purchaser's request, to terminate this Agreement and simultaneously enter into a new Agreement of Sale, with the same terms and conditions hereof, with Purchaser's assignee or nominee. Any such new Agreement shall be in the nature of a novation. In the event that any such assignment results in the imposition of realty transfer tax by the Pennsylvania Department of Revenue, Purchaser shall be responsible for the payment of any such tax in its entirety, and shall defend and hold harmless Seller.
26. **NO RECORDATION.** Neither party shall record this Agreement nor a memorandum or other summary of this Agreement with the Recorder of Deeds Office in and for Montgomery County.
27. **ENTIRE AGREEMENT.** This Agreement, the exhibit attached hereto, and any related documents contain the entire agreement between the parties and neither this Agreement. Except with respect to the Assignment set forth in Section 25, this Agreement may not be altered, modified or amended unless executed by the parties with the same formalities as this instrument is executed.

*[SIGNATURES APPEAR ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year hereinafter stated.

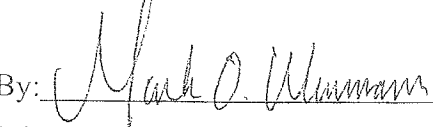
PURCHASER:

Pie- Mir LLC a Pa. limited.  
liability company

By:  [SEAL]  
Print Name: Brian Pieri  
Title: Member  
Date: 4/18/24

SELLER:

The Estate of Ray Weinmann

By:  [SEAL]  
Print Name: Mark Weinmann  
Title: Executor  
Date: 4/18/2024



## FIRST EXTENSION TO THE SALE AND PURCHASE AGREEMENT

**THIS AGREEMENT** is entered into as of the 18<sup>th</sup> day of April 2024 ("Effective Date"), between **The Estate of Ray Weinmann** hereinafter referred to as "Seller" and **Pie-Mir LLC** a Pennsylvania limited liability company, its permitted successors, or assigns, hereinafter referred to as "Purchaser".

WHEREAS; The parties executed an Agreement of Sale "Agreement" on April 18, 2024, hereinafter, referred to as "The Effective Date" for the property known as 127 E. Elm Street, Conshohocken, PA, Montgomery County.

WHEREAS; Under paragraph 3D of the Agreement, Purchaser within Forty (40) days of the Effective Date, was to deliver to Seller written notice indicating that it wished to proceed with the purchase of the property "The Inspection Contingency Notice to Proceed".

WHEREAS; The results of the Phase 1 now require an additional Phase 2 inspection of the property.

WHEREAS; The parties agree to extend the Inspection Contingency Notice to Proceed in order to conduct the Phase 2 inspection.

WHEREAS; The estimated cost for the Phase 2 inspection is \$ \_\_\_\_\_ which each party has agreed to pay 50% of the cost.

NOW THEREAFTER, for an inconsideration of the mutual promises, covenants and undertaking contained herein, and other good and valuable consideration the receipt and sufficiency of where are hereby acknowledged, the parties hereto agree as follows:

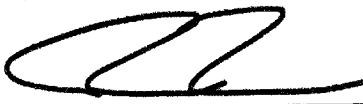
The Inspection Contingency Notice to Proceed under the Agreement shall hereby be extended to July 7, 2024,

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year hereinafter stated.

PURCHASER:

Pie- Mir LLC a Pa. limited.  
liability company

By:  [SEAL]  
Print Name: Brian Pieri  
Title: Member  
Date: 5/28/24

SELLER:

The Estate of Ray Weinmann

DocuSigned by:

*Mark Weinmann*

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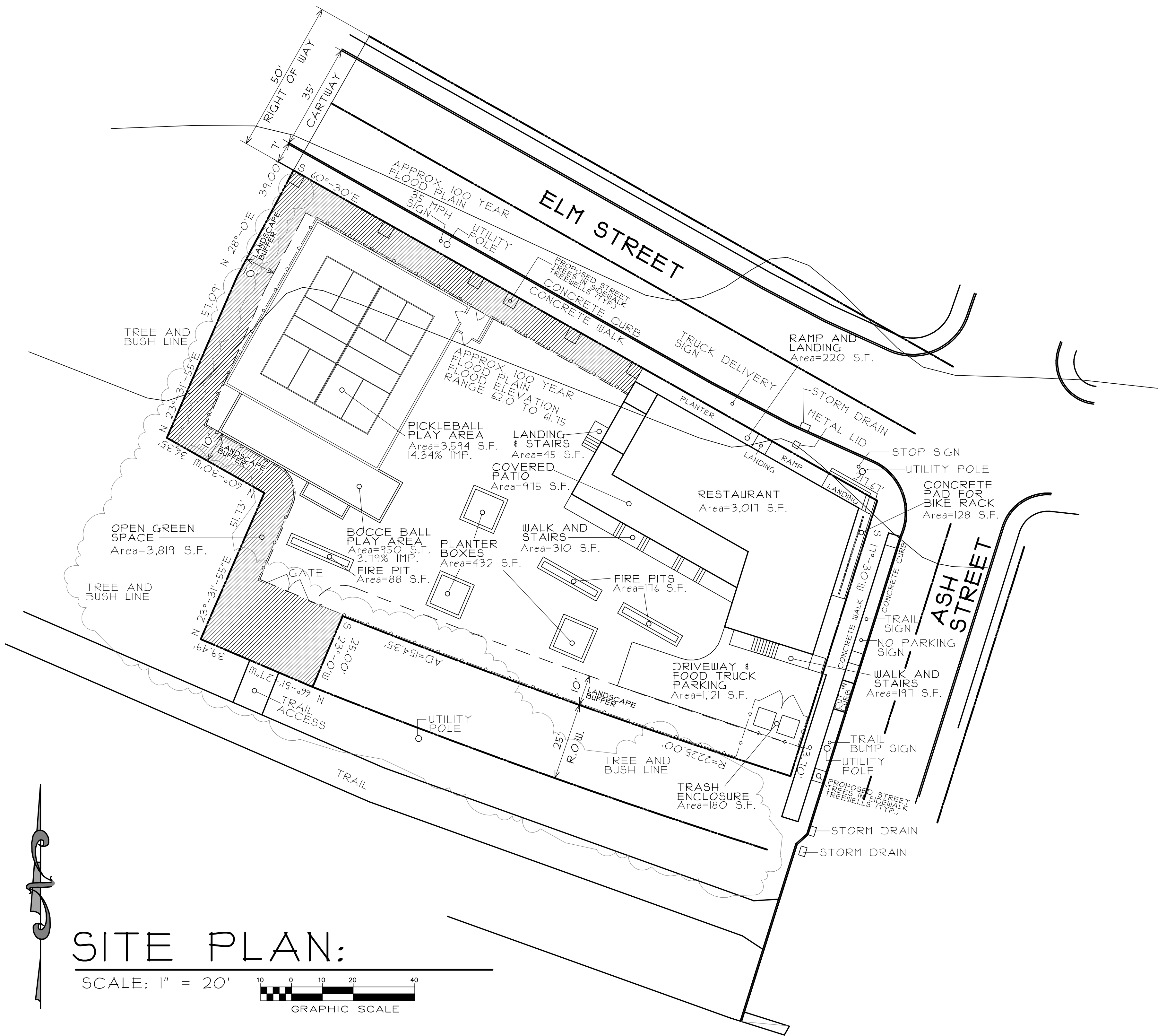
By: \_\_\_\_\_ [SEAL]

Print Name: Mark Weinmann

Title: Executor \_\_\_\_\_

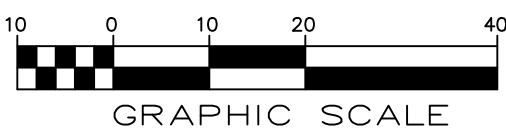
Date: \_\_\_\_\_ 5/28/2024

UNLESS OTHERWISE EXPRESSLY PROVIDED, NO PROVISION OF THIS AGREEMENT IS INTENDED FOR, OR SHALL BE CONSTRUED TO CONFER UPON OR OTHERWISE GIVE TO ANY PERSON OR ENTITY, OTHER THAN THE SIGNATORIES TO THIS AGREEMENT, ANY RIGHTS, REMEDIES OR BENEFITS CREATED BY OR ARISING UNDER THIS AGREEMENT.  
ALL DRAWINGS, RENDERINGS, SKETCHES, AND OTHER CONSTRUCTION DOCUMENTS AND WORK PRODUCT PROVIDED BY RHC DESIGN, LLC, FOR THIS PROJECT ARE INTENDED SOLELY AND EXCLUSIVELY FOR THE USE AND BENEFIT OF THE CLIENT AND ITS SUBCONTRACTOR IN CONNECTION WITH SECURING THE NECESSARY PERMITS FOR CONSTRUCTION AND FOR GENERAL USE IN CONSTRUCTING THE IMPROVEMENTS SHOWN IN THESE MATERIALS.



## SITE PLAN:

SCALE: 1" = 20'



### SP-1 SPECIALLY PLANNED DISTRICT

	REQUIRED	PROPOSED
LOT AREA (Min.)	43,560 S.F.	25,061 S.F.
LOT WIDTH @ BLDG. LINE (Min.)	15 FT.	
BUILDING SETBACK (Min.)	15 FT.	
BUILDING AREA (Max.)	20%	3,992 S.F. 15.93%
IMPERVIOUS COVERAGE (Max.)	10%	11,123 S.F. 44.38%
OPEN SPACE (Min.)	15%	3,819 S.F. 10.89%
BUILDING HEIGHT (Max.)	85 FT.	

**RHC**  
DESIGN, LLC

55 PLANK AVE. PAOLI, PA 19301 484-716-3023  
FAX 610-889-0663 - RICK@RHCDSIGNLLC.COM

PROPOSED SITE PLAN FOR  
PIERI WINE GARDEN  
127 EAST ELM STREET, CONSHOHOCKEN, PA 19428  
CONSHOHOCKEN BOROUGH - MONTGOMERY COUNTY - PENNSYLVANIA

CONTRACTOR SHALL VERIFY DIMENSIONS AT THE SITE AND REPORT ALL DISCREPANCIES IN DRAWINGS TO RHC DESIGN BEFORE PROCEEDING. ALL UNISSUED DRAWINGS ARE VOID. RHC DESIGN, LLC SHALL NOT BE USED ON OTHER WORK WITHOUT THE WRITTEN CONSENT OF RHC DESIGN, LLC.

REVISIONS:

DATE:  
06-14-24  
FILE NO.  
24082  
SCALE:  
AS-NOTED  
TITLE:  
WORKING  
DRAWINGS  
SHEET

S-1

OF - SHEETS



# 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

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Stephanie Cecco  
Borough Manager

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## **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](mailto:zoning@conshohockenpa.gov) as soon as possible for arrangements.

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

Thank you,  
Zoning Hearing Board



## BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

### Zoning Application

Application: 2-2023-03

Date Submitted: 2/10/23

Date Received: 2/10/23

1. Application is hereby made for:

☐ Special Exception ☒ Variance

☒ Appeal of the decision of the zoning officer

☐ Conditional Use approval ☐ Interpretation of the Zoning Ordinance

☒ Other Continuation of Non-Conforming Use

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

27-817H(2), 27-817H(3), 27-1404.9, 27-1714 and 1726.1.F

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

5 Colwell Lane, Conshohocken, PA

4. Applicant's Name: TS 16 LLC

Address: 15 St. Asaphs Road

Phone Number (daytime): 610 888 3035

E-mail Address: soldonmike@gmail.com

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

6. 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

7. 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 conforming 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 relief that is being requested by the applicant.

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. Asaphs Road, Bala Cynwyd, PA 19004
- c. Phone Number: 610 617 1776
- d. E-mail Address: dcoval@amillerlaw.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.

TS 16, LLC

Applicant

Michael Reed

Legal Owner

10 February, 2023

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 21st day of

February, 2023

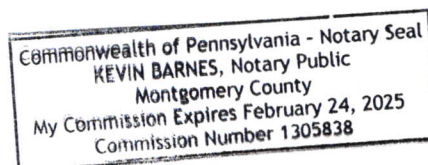
21st 10th

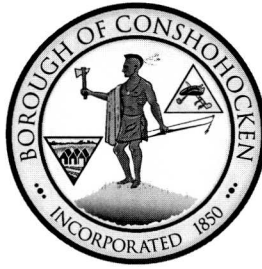
February

K Barnes

Notary Public

(Seal)





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

## Decision

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(For Borough Use Only)

Application Granted ☐

Application Denied ☐

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

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



Exhibit “A”

Deed



DEED BK 6032 PG 00240 to 00242.1  
INSTRUMENT # : 2017007630  
RECORDED DATE: 01/27/2017 10:45:13 AM



3434607-0006Q

RECORDER OF DEEDS  
MONTGOMERY COUNTY  
*Jeanne Sorg*

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

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

<b>Document Type:</b> Deed	<b>Transaction #:</b> 3510441 - 1 Doc
<b>Document Date:</b> 01/17/2017	<b>(s)</b>
<b>Reference Info:</b>	<b>Document Page Count:</b> 2
	<b>Operator Id:</b> msanabia

<b>RETURN TO:</b> (Wait) MONTGOMERY COUNTY TAX CLAIM BUREAU ONE MONTGOMERY PLAZA SUITE 610 NORRISTOWN, PA 19401	<b>PAID BY:</b> MONTGOMERY COUNTY TAX CLAIM BUREAU
--	---

<b>PROPERTY DATA:</b>	
<b>Parcel ID #:</b>	05-00-00108-00-4
<b>Address:</b>	5 COLWELL LN
<b>PA</b>	
<b>Municipality:</b>	Conshohocken Borough
	(100%)
<b>School District:</b>	Colonial

**ASSOCIATED DOCUMENT(S):**

<b>CONSIDERATION/SECURED AMT:</b> \$300,000.00	DEED BK 6032 PG 00240 to 00242.1
<b>TAXABLE AMOUNT:</b> \$290,941.00	Recorded Date: 01/27/2017 10:45:13 AM
<b>FEES / TAXES:</b>	I hereby CERTIFY that this document is
Recording Fee: Deed	recorded in the Recorder of Deeds Office in
Oath Fee	Montgomery County, Pennsylvania.
State RTT	
Conshohocken Borough RTT	
Colonial School District RTT	
<b>Total:</b>	



*Jeanne Sorg*

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 Recorder's Office 01/27/2017 10:45:13 AM

Prepared by: Montgomery County Tax Claim Bureau  
Returned To: Montgomery County Tax Claim Bureau  
Parcel No. 05-00-00108-00-4

RECORDER OF DEEDS  
MONTGOMERY COUNTY

2017 JAN 27 A 9 22

**TAX CLAIM BUREAU DEED  
UPSET SALE**

**This Deed** Made this 17<sup>th</sup> 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  
B 006 U 030 L 4280 DATE: 01/27/2017

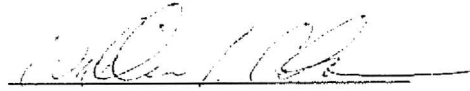
\$15.00  
TG

{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<sup>th</sup> day of January, 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.

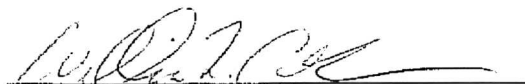


PROTHONOTARY

#### 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

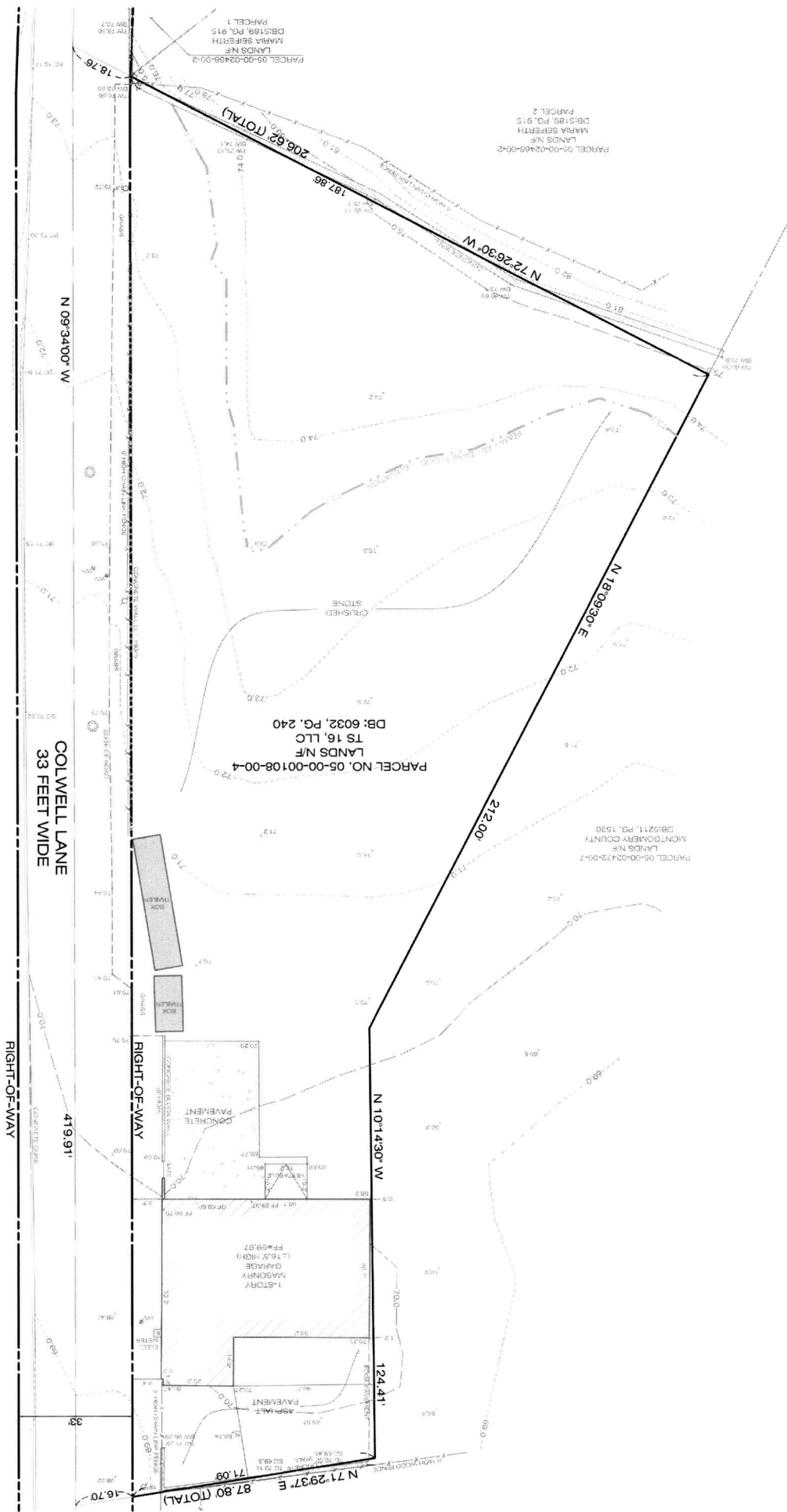


Exhibit “C”  
Zoning Officer’s Letter



## BOROUGH OF CONSHOHOCKEN

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 Cocco  
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 on-site; 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.**



January 12, 2023  
TS 16, LLC

Page 2  
5 Colwell Lane – Zoning Enforcement Notice

---

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

Sincerely,



Allison A. Lee, PE

Zoning Officer

**PENNONI ASSOCIATES INC.**

cc: Ray Sokolowski  
Stephanie Cecco  
Chris Small



# 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 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](mailto:zoning@conshohockenpa.gov) as soon as possible for arrangements.

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

Thank you,  
Zoning Hearing Board



**BOROUGH OF CONSHOHOCKEN**

**400 Fayette Street, Suite 200, Conshohocken, PA 19428**

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

**Zoning Application**

Application: Z-2023-15  
Date Submitted: 7/20/23  
Date Received: 7/20/23

1. Application is hereby made for:

☒ Special Exception ☒ Variance

☒ Appeal of the decision of the zoning officer

☐ Conditional Use approval ☐ Interpretation of the Zoning Ordinance

☒ Other Continuation of a non-conforming use

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

See attached.

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

5 Colwell Lane, Conshohocken, PA

4. Applicant's Name: TS 16, LLC

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

Phone Number (daytime): (610) 888-3035

E-mail Address: soldonmike@gmail.com

5. Applicant is (check one): Legal Owner ☒ 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: L1 - Limited Industrial

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

Yes ☒ No ☐ If yes, please describe.

There is a pending Zoning Application filed February 10, 2023, appealing a January 12, 2023 determination of the Zoning Officer and requesting other relief.

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 Variance 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: dcoval@amillerlaw.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.

TS 16, LLC

Applicant

*[Signature]*

7-19-23

Legal Owner

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

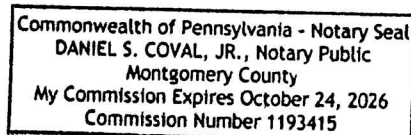
As subscribed and sworn to before me this 19<sup>th</sup> day of

July 20<sup>23</sup>

*[Signature]*

Notary Public

(Seal)





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

## Decision

---

(For Borough Use Only)

Application Granted ☐

Application Denied ☐

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

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

**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 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:

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

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 pre-existing 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 is 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.

**C-3, letter of June 22, 2023 regarding Asplundh Tree Expert, LLC – 5 Colwell Lane (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 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 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 porta-potty 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 porta-potty 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 its 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



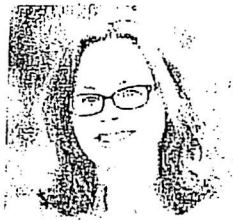
that use. The Applicant is entitled to continue the non-conforming use of the property. The use of the property at present, by Safe Zone and Asplundh, is nothing more than a continuation of the prior, pre-existing contractor storage use. The use is reasonable and is consistent with the uses permitted 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.

# EXHIBIT A



RECORDER OF DEEDS  
MONTGOMERY COUNTY  
*Jeanne Sorg*

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

DEED BK 6032 PG 00240 to 00242.1  
INSTRUMENT # : 2017007630  
RECORDED DATE: 01/27/2017 10:45:13 AM



3434607-0006Q

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 4

<b>Document Type:</b> Deed	<b>Transaction #:</b> 3510441 - 1 Doc
<b>Document Date:</b> 01/17/2017	<b>(s)</b>
<b>Reference Info:</b>	<b>Document Page Count:</b> 2
	<b>Operator Id:</b> msanabia

<b>RETURN TO: (Wait)</b>	<b>PAID BY:</b>
MONTGOMERY COUNTY TAX CLAIM BUREAU	MONTGOMERY COUNTY TAX CLAIM BUREAU
ONE MONTGOMERY PLAZA SUITE 610	
NORRISTOWN, 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):**

<b>CONSIDERATION/SECURED AMT:</b>	DEED BK 6032 PG 00240 to 00242.1
<b>300,000.00</b>	Recorded Date: 01/27/2017 10:45:13 AM
<b>TAXABLE AMOUNT:</b>	I hereby CERTIFY that this document is
<b>290,941.00</b>	recorded in the Recorder of Deeds Office in
<b>FEES / TAXES:</b>	Montgomery County, Pennsylvania.
Recording Fee: Deed	
\$95.00	
Affidavit Fee	
\$1.50	
State RTT	
\$2,909.41	
Conshohocken Borough RTT	
\$1,454.70	
Colonial School District RTT	
\$1,454.71	
<b>Total:</b>	
<b>\$5,915.32</b>	



*Jeanne Sorg*

**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 via 2016-01-29

Prepared by: Montgomery County Tax Claim Bureau  
Returned To: Montgomery County Tax Claim Bureau  
Parcel No. 05-00-00108-00-4

RECORDER OF DEEDS  
MONTGOMERY COUNTY

2017 JAN 27 A 9 22

**TAX CLAIM BUREAU DEED  
UPSET SALE**

**This Deed** Made this 17<sup>th</sup> 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  
B 006 U 030 L 4280 DATE: 01/27/2017

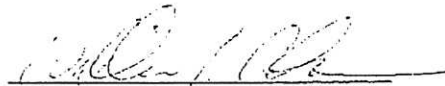
\$15.00  
TG

{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

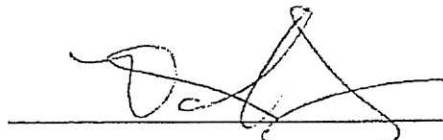


First Deputy Director of Tax Claim

COMMONWEALTH OF PENNSYLVANIA }ss:  
COUNTY OF MONTGOMERY

On this, the 19th day of January, 2017, 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:

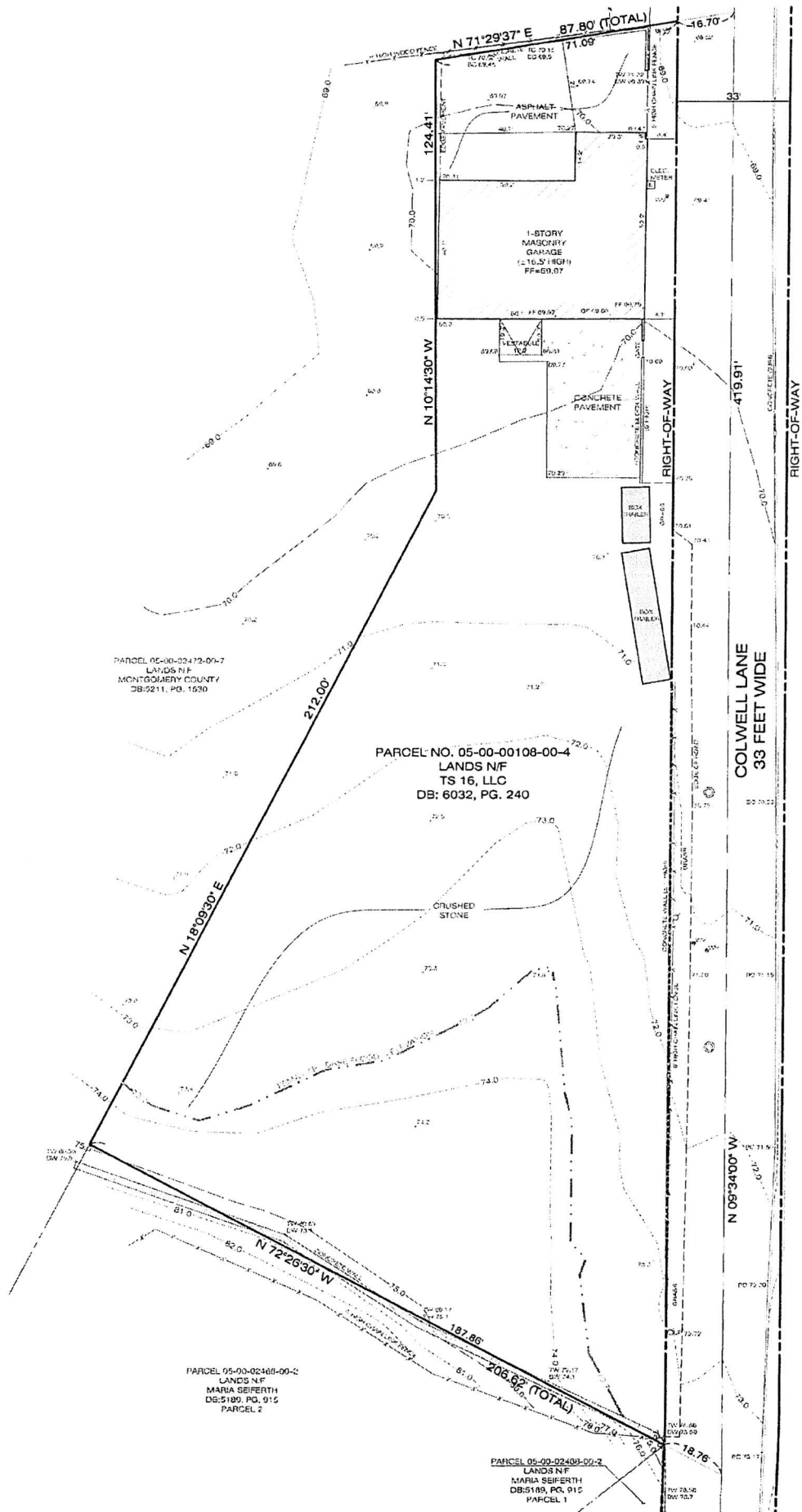
TS 16, LLC  
15 ST. ASAPHS ROAD  
BALA CYNWYD, PENNSYLVANIA 19004



For the Grantee

# EXHIBIT B





# EXHIBIT C-1



## BOROUGH OF CONSHOHOCKEN

*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

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 depths 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 **denied** 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](mailto:zoning@conshohockenpa.gov).

Sincerely,



Allison A. Lee, PE

Zoning Officer

**PENNONI ASSOCIATES INC.**

cc: Ray Sokolowski  
Stephanie Cecco  
Chris Small

# EXHIBIT C-2



## BOROUGH OF CONSHOHOCKEN

*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

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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 depths 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 **denied** 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](mailto: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

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

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 depths 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.

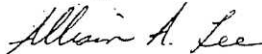
Based on visual observations of the site, and in accordance with §27-1404.6 and pursuant to §27-817.H.(3) of the Zoning Ordinance, no outdoor storage of materials or wastes shall be deposited upon a lot in such form or manner that may be transferred off the lot by natural causes or forces. The existing port-a-potty 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 **denied** 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](mailto:zoning@conshohockenpa.gov).

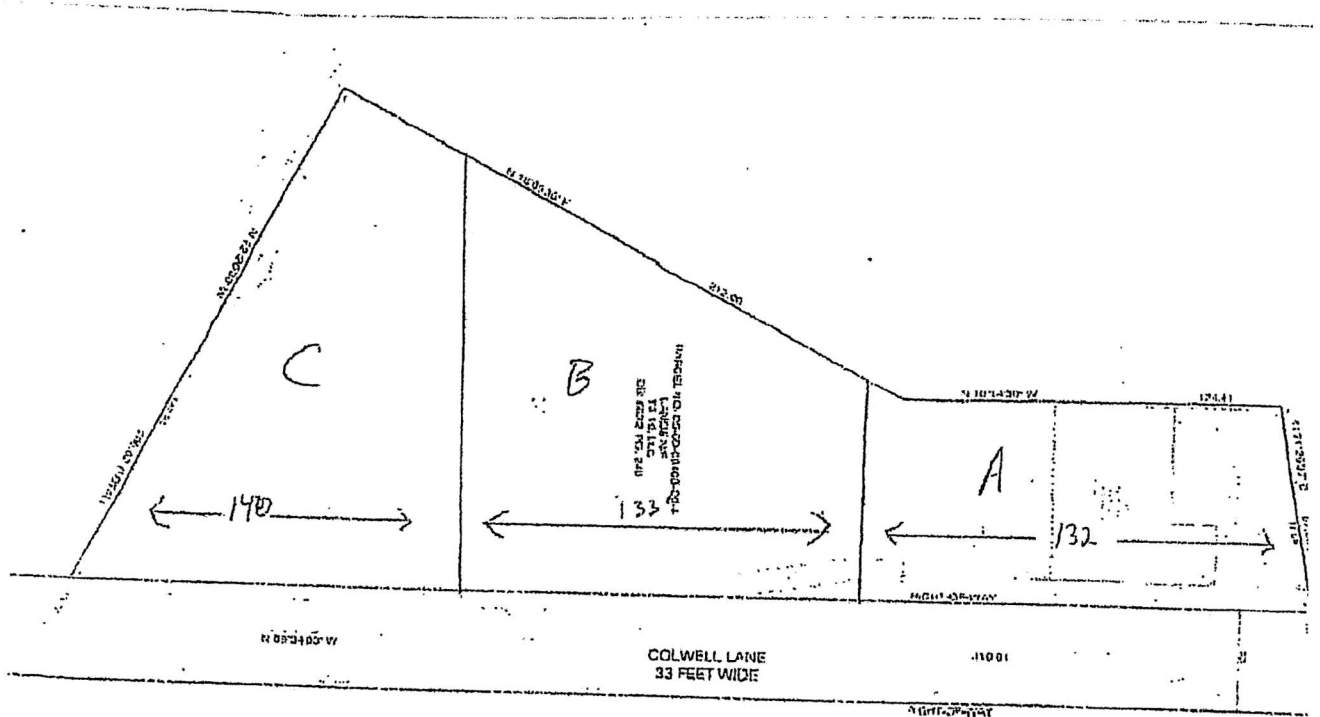
Sincerely,



Allison A. Lee, PE  
Zoning Officer  
**PENNONI ASSOCIATES INC.**

cc: Ray Sokolowski  
Stephanie Cecco  
Chris Small

# EXHIBIT D



Not to Scale  
 All measurements are approximate

Exhibit "A"

mjs

40





# BOROUGH OF CONSHOHOCKEN

*Zoning Administration*

**MAYOR**  
Yaniv Aronson

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

Stephanie Cecco  
Borough Manager

## **ZONING NOTICE JULY 15, 2024 ZONING HEARING BOARD MEETING**

### **ZONING HEARING Z-2024-18**

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on July 15, 2024 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: 200 E 4<sup>th</sup> Ave LLC c/o Christine Carr  
200 East 4<sup>th</sup> Avenue, Conshohocken, PA 19428

PREMISES INVOLVED: 200 East 4<sup>th</sup> Avenue  
Conshohocken, PA 19428  
BR-1 – Borough Residential District 1

OWNER OF RECORD: 200 E 4<sup>th</sup> Ave LLC  
200 East 4<sup>th</sup> Avenue, Conshohocken, PA 19428

The petitioner is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and a Variance from Section §27-1005.F to permit the construction of a 330 SF porch to the existing nonconforming residential quadruplex use of the property which will further increase the total building coverage from 46% to 52%, whereas the maximum building coverage shall not exceed 35% of the lot area 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](mailto:zoning@conshohockenpa.gov) as soon as possible for arrangements.

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

Thank you,  
Zoning Hearing Board



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

**MAYOR**

Yaniv Aronson

**BOROUGH COUNCIL**

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

---

Stephanie Cecco  
Borough Manager

---

Date: July 9, 2024

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 200 East Fourth Avenue – Zoning Determination

---

## **History of the Site:**

200 East Fourth Avenue is an existing 2,566 SF three (3)-story nonconforming residential quadraplex dwelling located within the BR-1 – Borough Residential District 1 zoning district. Per the Montgomery County property records, the building was constructed in circa 1890.

The site is an existing 5,600 SF corner property that is fronted by East Fourth Avenue (80 ft wide right-of-way) to the south and Hallowell Street (66 ft wide right-of-way) to the west; a twenty (20)-ft wide unnamed alley to the north; and residential properties also located within the BR-1 zoning district in all other directions.

There is an existing open front porch fronting Hallowell Street located near the corner of the East Fourth Avenue and Hallowell Street intersection which is occupied under another unit of the quadraplex dwelling.

## **Current Request:**

The Applicant, Christine Carr, is proposing to construct a 10-foot wide by 33-feet long (330 SF) porch addition to the middle front section of the existing nonconforming dwelling facing Hallowell Street. The Applicant is seeking a Special Exception pursuant to Section §27-703.E.(6)(a) and a Variance from Section §27-1005.F to permit the construction of a 330 SF porch to the existing nonconforming residential quadraplex use of the property which will further increase the total building coverage from 46% to 52%, whereas the maximum building coverage shall not exceed 35% of the lot area within the BR-1 – Borough Residential District 1.

## **Zoning Determination:**

The subject property is located within the BR-1 – Borough Residential District 1, and is subject to provisions of Part 7 of the Conshohocken Borough Zoning Ordinance for nonconforming structures, uses, and lots. The existing residential quadraplex use of the building is not a permitted by right use within the BR-1 zoning district per Section §27-1002, nor a use permitted by conditional use per Section

§27-1003. Per Section §27-702.A of the Borough Zoning Ordinance, a nonconforming use is the existing lawful use of land and/or building and/or structures upon the land which does not confirm to any of the permitted uses of the district in which it is located. Since the existing quadraplex use of the existing building is not a permitted use by right within the BR-1 zoning district, the use of the property is considered existing nonconforming.

Per Section §27-702.B of the Borough Zoning Ordinance, a nonconforming building or structure is any existing lawful building or structure that does not conform to the height, location, size, bulk, or other dimensional requirements of the district in which it is located. The existing building is classified as an existing nonconforming building because the building is constructed along the side yard property line (adjacent to 206 E. 4<sup>th</sup> Avenue) which does not conform to the required 5 feet side yard setback of the BR-1 zoning district per Section §27-1005.E.

Per Section §27-703.E.(6)(a) of the Borough Zoning Ordinance, an extension and/or expansion as permitted in Section §27-703.E.(1) through (5), shall be permitted only by special exception in accordance with Part 6 of this Chapter, only to the extent that all new construction shall comply with the dimensional standards of the district in which the use is located or the district in which the use is permitted, whichever is more restrictive. The Applicant is proposing to expand the existing quadraplex use with a porch addition; therefore, the Applicant is required to seek a Special Exception pursuant to Section §27-703.E.(6)(a) to permit the expansion of the nonconforming use to the existing nonconforming building.

In accordance with the Conshohocken Borough Zoning Code Section §27-202, the following definition is also applicable to this zoning application:

*Building Coverage – 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.*

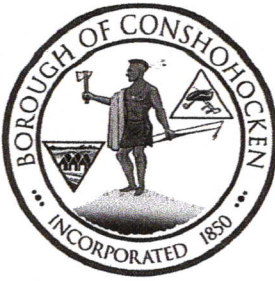
The Applicant is proposing to construct a new 330 SF front porch addition to the front of the existing dwelling. The total existing building coverage on the site is 2,566 SF (or 46%). With the porch addition, the new total building coverage on the site will be 2,896 SF (or 52%). Per the Conshohocken 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 the further exceedance of the maximum building coverage to 52% on the lot, whereas the maximum building coverage of 35% is permitted within the BR-1 – Borough Residential District 1 zoning district.

The total existing impervious coverage on the site is 2,862 SF (or 51%). The total proposed impervious coverage on the site with the porch addition will be 3,192 SF (or 57%). The Applicant will be in compliance with the maximum 60% impervious coverage permitted on the site within the BR-1 zoning district.

In addition, per Section §27-703.D of the Borough Zoning Ordinance, physical expansion of a nonconforming building or building housing a nonconforming use shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building. The proposed 330 SF porch addition would not exceed 25% of the gross floor area of the existing building.

JUN 14 '24 PM 12:14

RECEIVED

**BOROUGH OF CONSHOHOCKEN**

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

**Zoning Application**Application: Z-2024-1YDate Submitted: 6/14/24Date Received: 6/14/24

1. Application is hereby made for:

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

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

27-1005F

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

200 E. 4TH AVE4. Applicant's Name: Christine Carr (200 E 4TH Ave LLC)Address: 200 E. 4TH AVEPhone Number (daytime): (610) 304-2597E-mail Address: 200E4TH@gmail.com5. Applicant is (check one): Legal Owner ☒ Equitable Owner ☐; Tenant ☐6. Property Owner: 200 E. 4TH AVE LLC / Christine CarrAddress: 200 E. 4TH AvePhone Number: (610) 304-2597E-mail Address: 200E4TH@gmail.com(7.) Lot Dimensions: 140' x 40' Zoning District: BR-1

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

Yes ☐ No ☒ If yes, please describe.

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

The property is currently be used as the primary residence of the owner.

10. Please describe the proposed use of the property. Owner is seeking to add a porch to the property to increase functionality of the residence.

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

Install Porch 10' X 33' with (3) 12" X 12" X 36" Footing for Future Roof above concrete porch. Concrete will be 4" with stone base. 4000 PSI.

12. Please describe the reasons the Applicant believes that the requested relief should be granted. *The owner believes this requested relief should be granted because a 25' x 15' foot concrete slab was recently removed. We are seeking to add a porch of similar dimensions. Currently there is no existing backyard and no front porch at the entrance. Grass and a flower bed have been added where the removed concrete slab was.*

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

- a. The unique characteristics of the property: *the property does not have a backyard*
- b. How the Zoning Ordinance unreasonably restricts development of the property: *Property owner cannot maximize the full potential of the residence. Adding a porch will give the owner more functional space.*
- c. How the proposal is consistent with the character of the surrounding neighborhood. *other homes and buildings have concrete porches*  
*so proposed porch would easily blend into the area.*
- 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.  
*Adding a porch would make the property more functional for the owner and help to enhance curb appeal for the neighborhood*

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

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

*not applicable*



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

*not applicable*

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

a. Type of relief that is being requested by the applicant. *not applicable*

b. Please indicate the section of the Zoning Ordinance related to the relief being requested. *not applicable*

c. Please describe in detail the reasons why the requested relief should be granted. *not applicable*

16. If the applicant is being represented by an attorney, please provide the following information. *not applicable*

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

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

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

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

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

200 E 4th Ave, UC

Applicant

200 E 4th Ave, UC / Christened Bar

Legal Owner

June 13, 2024

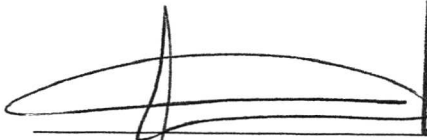
Date

COMMONWEALTH OF PENNSYLVANIA

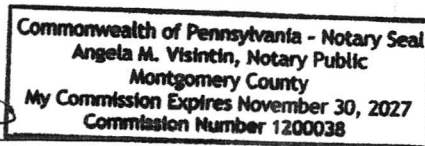
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 13th day of

June, 2024



Notary Public



(Seal)

Prepared By:

Blumberg and Rath  
25 East Butler Avenue  
Ambler, PA 19002

Return To:

Gerald E. Rath, III, Esquire  
Blumberg and Rath  
25 East Butler Avenue  
Ambler, PA 19002  
(215) 628 - 8823

Parcel Identifier Number: 05-00-04332-00-1

## *Special Warranty Deed*

*This Special Warranty Deed* is made the **ninth** day of **June** in the year two thousand and seventeen (2017)

### *Between*

**Robert J. Burt, Jr.**, hereinafter called **GRANTOR**

### *And*

**200 E 4<sup>th</sup> Ave LLC**, hereinafter called **GRANTEE**

WITNESSETH, That the said Grantor for and in consideration of the sum of **five hundred thirty five thousand dollars (\$535,000.00)** lawful money of the United States, unto him well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, and its heirs, successors and assigns, in fee simple

**ALL THAT CERTAIN** piece of land, situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, with the buildings and improvements thereon erected, being Lots Nos. 30 and 31 on a certain plan of lots laid out by Isaac Jones, bounded and described together as one lot, as follows, to wit:



**BEGINNING** at a stake on the Eastern corner of Hallowell Street and Fourth Avenue; thence along the Southeast side of said Hallowell Street, Northeast 140 feet to a 20 foot wide alley, laid out for the use of the lots bounding thereon; thence along the Southwest side of said alley, Southeast 40 feet; thence by land now or late of Conrad Baumgarten, Southwest parallel with the said Hallowell Street, 140 feet to Fourth Avenue, aforesaid; thence along the Northeast side thereof, Northwest 40 feet to the place of beginning.

**BEING** known as 200 East Fourth Avenue, Conshohocken Borough, Montgomery County, Pennsylvania.

**BEING** Parcel Identifier Number: 05-00-04332-00-1

**BEING THE SAME PREMISES** which Robert J. Burt, Jr. and Cynthia A. Burt, Trustees of the Burt Family Trust, by Indenture bearing the date the twelfth (12<sup>th</sup>) day of March 2002 and recorded in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book No. 5414, page 01585 granted and conveyed unto Robert J. Burt, Jr., in fee.

**UNDER AND SUBJECT** to restrictions of record.

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

**TO HAVE AND TO HOLD** all the said lot or piece of ground described with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, to and for the only proper use and behoof of the said Grantee, its heirs and assigns forever, in fee simple.

**UNDER AND SUBJECT** as aforesaid.

**AND THE SAID GRANTOR**, for his self, heirs, executors and administrators does covenant, promise and agree, to and with the said Grantee, its heirs and assigns, by these presents, that they, the said Grantor and his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against them, the said Grantor and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under him, her, them, or any of them, shall and will **SUBJECT** as aforesaid, **WARRANT AND FOREVER DEFEND**.

*In Witness Whereof*, the Grantor has hereunto set his hand and seal, dated the day and year first above written.

SEALED AND DELIVERED

IN THE PRESENCE OF US:

Cynthia Burt  
(signature)

CYNTHIA BURT  
(print name)

*Grantor*

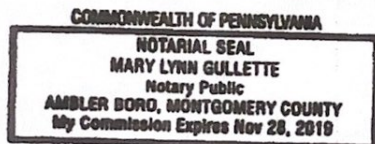
Robert J. Burt, Jr.

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY : SS

On this, the 9th day of June, 2017, before me the undersigned Officer, personally appeared Robert J. Burt, Jr., known to me or (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained

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

Mary Lynn Gullette  
Notary Public



The address of the above-named Grantee is:  
2304 Mulberry Lane  
Lafayette Hill, PA 19444



Envelope of property is building

No back yard  
19'

Alley

Alley

Main Building

Existing Paved  
A-3

A-2

New Porch 10' x 33'  
with 12" x 12" x 36"  
Footings for Future  
Roof

A-4

Concrete will be  
4" with Stone Base  
and wire mesh.  
Concrete will be  
4000 PSI.

Existing PARKING  
Removed 375' A

Existing PARKING  
Removed 3750

1-2-1







# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

**MAYOR**  
Yaniv Aronson

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

---

Stephanie Cecco  
Borough Manager

---

Date: July 9, 2024

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 440 East Ninth Avenue - Zoning Determination

---

## **History of the Site:**

440 East Ninth Avenue is an existing 880 SF two (2) – story single-family detached dwelling constructed in 1925. There is also a two (2)-story detached double car garage masonry building located to the rear of the site.

The site is located within the BR-1 – Borough Residential District 1 and subject to the HRC – Historic Residential Conservation Overlay District. The site is fronted by East Ninth Avenue (80' wide right-of-way) to the south; an unnamed alley (20' wide right-of-way) to the north and rear of the property; and residential properties also located within the BR-1 zoning district in all other directions. The existing lot size of the property is 60' wide by 140' long.

## **Current Request:**

The Applicant, Catania Construction, LLC, is proposing to subdivide the existing lot into two (2) separate lots; and to demolish the existing structures on the site to construct a new 1,020 SF single-family detached dwelling with a front porch and a 160 SF rear deck on each subdivided lot. There will also be a proposed walkway leading to a proposed 440 SF detached garage. The proposed garage will be setback five (5)-feet from the alley cartway. With the proposed subdivision, the lot width for each subdivided lot will only be thirty (30)-feet wide. The Applicant is requesting a variance from Section §27-1005.B to permit a thirty (30)-feet lot width instead of the required minimum forty (40)-feet lot width within the BR-1 zoning district for a single-family detached dwelling.

## **Zoning Determination:**

In accordance with Section §27-1005.B, the minimum lot width shall be forty (40) feet for single-family detached dwellings and twenty-five (25) feet for single-family semi-detached dwellings per individual unit. Since the applicant is proposing to subdivide the existing sixty (60) feet wide lot into two (2) equal lots with a thirty (30) feet lot width for each lot, and to construct a single-family detached dwelling on each lot, the applicant will be required to seek a variance from Section §27-1005.B to permit a thirty (30) feet wide lot whereas, a minimum forty (40) feet wide lot is required.

The proposed improvements on each new lot will be in compliance with the remaining applicable dimensional standards of Section §27-1005 of the BR-1 zoning district.

Per Section §27-202, the proposed subdivision of land will be subject to the land development application process by definition.

Per Section §27-1902-C, a historic single-family detached dwelling is defined as a dwelling designed for and occupied exclusively as a residence for only one family and not attached to any other building or dwelling unit, which was constructed more than 50 years ago. In addition, demolition is defined as the complete removal of a structure or a cope of construction (alteration, addition, renovation or reconstruction) of a structure where only the foundation of the original structure remains.

Per the Montgomery County property records, the existing single-family detached dwelling was constructed in 1925 (99 years ago) which is greater than 50 years old and therefore is subject to the code provisions of Part 19-C of the HRC - Historic Residential Conservation Overlay District, specifically, Section §27-1905-C for demolition of the existing historic single-family detached dwellings. The Applicant will be required to provide documentation of structural deficiency to be approved by the Conshohocken Borough building code official or seek conditional use approval from Borough Council for the proposed demolition of the existing single-family detached dwelling.



## BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

BOROUGH of CONSHOHOCKEN

JUN 14 '24 AM 11:44

RECEIVED

### Zoning Application

1. Application is hereby made for:

☐ Special Exception ☒ Variance

☐ Appeal of the decision of the zoning officer

☐ Conditional Use approval ☐ Interpretation of the Zoning Ordinance

☐ Other \_\_\_\_\_

Application: Z-2024-17

Date Submitted: 6/14/24

Date Received: 6/14/24

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

§27-1005(B) Minimum lot width of 30' where 40' is required.

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

440 E Ninth Avenue, Conshohocken

4. Applicant's Name: Catania Construction c/o Keith Catania

Address: 4121 Pilgrim Road, Plymouth Meeting PA 19462

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

E-mail Address: kcatania@comcast.net

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

6. Property Owner: same as applicant

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

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

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

7. Lot Dimensions: 60'x140' approx. Zoning District: BR1

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

Yes ☐ No ☐ If yes, please describe.

Unknown.

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

Single Family Home.

10. Please describe the proposed use of the property.

Applicant proposes to subdivide the property into 2 parcels and construct two single family homes with garages.

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

Applicant proposes to subdivide the property into 2 parcels and construct two single family homes with garages. The property is zoned BR1. The proposed lots are compliant with zoning, except for the minimum lot size requirements. Applicant proposes 30' wide lots where the Code requires a 40' minimum.

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

Applicant seeks a modest variance to allow for the construction of two single family homes - a much needed use in the Borough. The proposal is otherwise compliant with the Code.

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

a. The unique characteristics of the property: The property is a large lot. However, it is narrow. The proposal allows for the reasonable development of the lot.

b. How the Zoning Ordinance unreasonably restricts development of the property:  
The BR1 District places various restrictions on the development of the lot. Here, the proposed subdivision allows BOTH lots to comply with the Code (lot size, building coverage, etc...). The only item that the proposal cannot comply with is the lot width. Denying a variance when there is minor deviation from the Code requirements would be an unreasonable restriction.

c. How the proposal is consistent with the character of the surrounding neighborhood. There are single family homes in the neighborhood.

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.  
The requested relief is the minimum required to allow for the reasonable development of the property. The proposal will allow the Applicant to provide the Borough with two single family homes.

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

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

n/a



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

n/a

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

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

n/a

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

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

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

a. Attorney's Name: MarkS. Danek, Esq.

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

c. Phone Number: 484-344-5429

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

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

Kevin Gatoro

Applicant

Same

Legal Owner

6-14-24

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 14<sup>th</sup> day of  
June, 2024.

Elizabeth A. Garrison

Notary Public

(Seal)

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





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

## Decision

---

(For Borough Use Only)

Application Granted ☐

Application Denied ☐

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

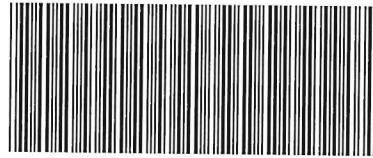
DATE OF ORDER: \_\_\_\_\_



RECORDER OF DEEDS  
MONTGOMERY COUNTY  
*Jeanne Sorg*

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

**DEED BK 6363 PG 02228 to 02232**  
INSTRUMENT # : 2024025123  
RECORDED DATE: 05/21/2024 12:40:43 PM



6315316-0018R

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 5

**Document Type:** Deed  
**Document Date:** 05/13/2024  
**Reference Info:**

**Transaction #:** 6934053 - 11 Doc  
(s)  
**Document Page Count:** 4  
**Operator Id:** djohnson1  
**PAID BY:**

**RETURN TO: (Mail)**  
SUBURBAN PHILADELPHIA ABSTRACT INC  
922 W. RIDGE PIKE  
CONSHOHOCKEN, PA 19428

**\* PROPERTY DATA:**  
Parcel ID #: 05-00-06904-00-3  
Address: 440 E NINTH AVE  
  
CONSHOHOCKEN PA  
19428  
Municipality: Conshohocken Borough  
(100%)  
School District: Colonial

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

**CONSIDERATION/SECURED AMT:**  
**\$500,000.00**

**FEES / TAXES:**

Recording Fee:Deed	\$86.75
State RTT	\$5,000.00
Conshohocken Borough RTT	\$2,500.00
Colonial School District RTT	\$2,500.00
<b>Total:</b>	<b>\$10,086.75</b>

DEED BK 6363 PG 02228 to 02232  
Recorded Date: 05/21/2024 12:40:43 PM  
I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office in  
Montgomery County, Pennsylvania.



*Jeanne Sorg*

**Jeanne Sorg**  
Recorder of Deeds

Rev1a 2016-01-29

**PLEASE DO NOT DETACH**

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

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

Montgomery County

MAY 21 2024

Prepared by and Return to:

Suburban Philadelphia Abstract, Inc.  
922 West Ridge Pike  
Conshohocken, Pa. 19428  
610-828-6133

Recorder of Deeds

File No. 500-788

UPI # 05-00-06904-00-3

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
05-00-06904-00-3 CONSHOHOCKEN  
440 E NINTH AVE

BURT PROPERTY HOLDINGS LLC  
B 052 U 031 L 1101 DATE: 05/21/2024

\$15.00  
JH

This Indenture, made the 13<sup>th</sup> day of MAY, 2024,

Between

**BURT PROPERTY HOLDINGS LLC**

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

**CATANIA CONSTRUCTION**

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

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

**ALL THAT CERTAIN** lots or pieces of land, with the dwelling thereon erected, SITUATE in Conshohocken Borough, County of Montgomery, Commonwealth of Pennsylvania, Being Lots Nos 18, 19 and 20, in Block "B" in a Plan of Lots – Part of Conshohocken property of Spring Mill Improvement company bounded and described together as one lot as follows, to wit:

BEGINNING at appoint on the Northeasterly side of 9<sup>th</sup> Avenue at the distance of 76 feet Northwesterly from the Northwesterly corner of 9<sup>th</sup> Avenue and Right Street; thence extending Northwesterly along said side of 9<sup>th</sup> Avenue 60 feet to a point a corner; thence extending of that width in length or depth lines at right angles to said 9<sup>th</sup> Avenue 140 feet to the Southwesterly side of a 20 feet wide alley.

BEING Parcel#05-00-06904-00-3

BEING THE SAME premises which David Dietzel by indenture bearing date the 21<sup>st</sup> day of January 2020 and as recorded at Norristown in the Office for the Recorder of Deeds in and for the County of Montgomery on the 22<sup>nd</sup> day of January 2020 in Deed Book 6169 page 1312 granted and conveyed unto Burt Property Holdings, LLC in fee.

4/30  
df



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

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

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

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

ATTEST

BURT PROPERTY HOLDINGS LLC

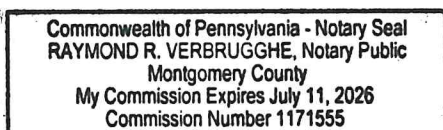
\_\_\_\_\_

By: Robert Burt member  
Robert Burt, Member

[SEAL]

Commonwealth of Pennsylvania } ss  
County of MONTGOMERY

This record was acknowledged before me on 5/13/24 by Robert Burt as  
Member, who represents that he/she is authorized to act on behalf of Burt Property Holdings LLC.



[Signature]  
Notary Public  
My commission expires \_\_\_\_\_

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

4121 Pilgrim Road  
Plymouth Meeting, Pa 19462

---

On behalf of the Grantee

File No. 500-788

Record and return to:

**Suburban Philadelphia Abstract, Inc.**  
**922 West Ridge Pike**  
**Conshohocken, Pa. 19428**

# Deed

UPI # 05-00-06904-00-3

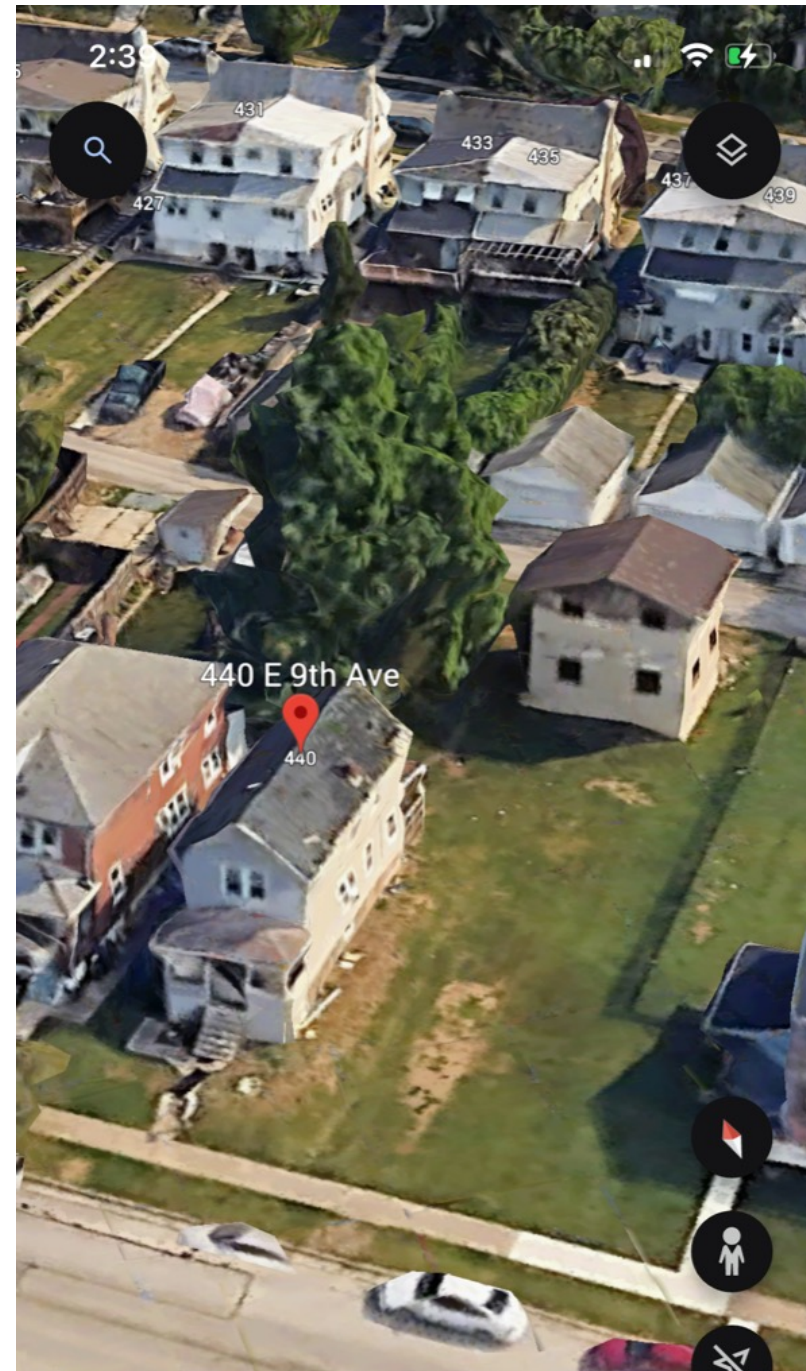
Burt Property Holdings LLC

TO

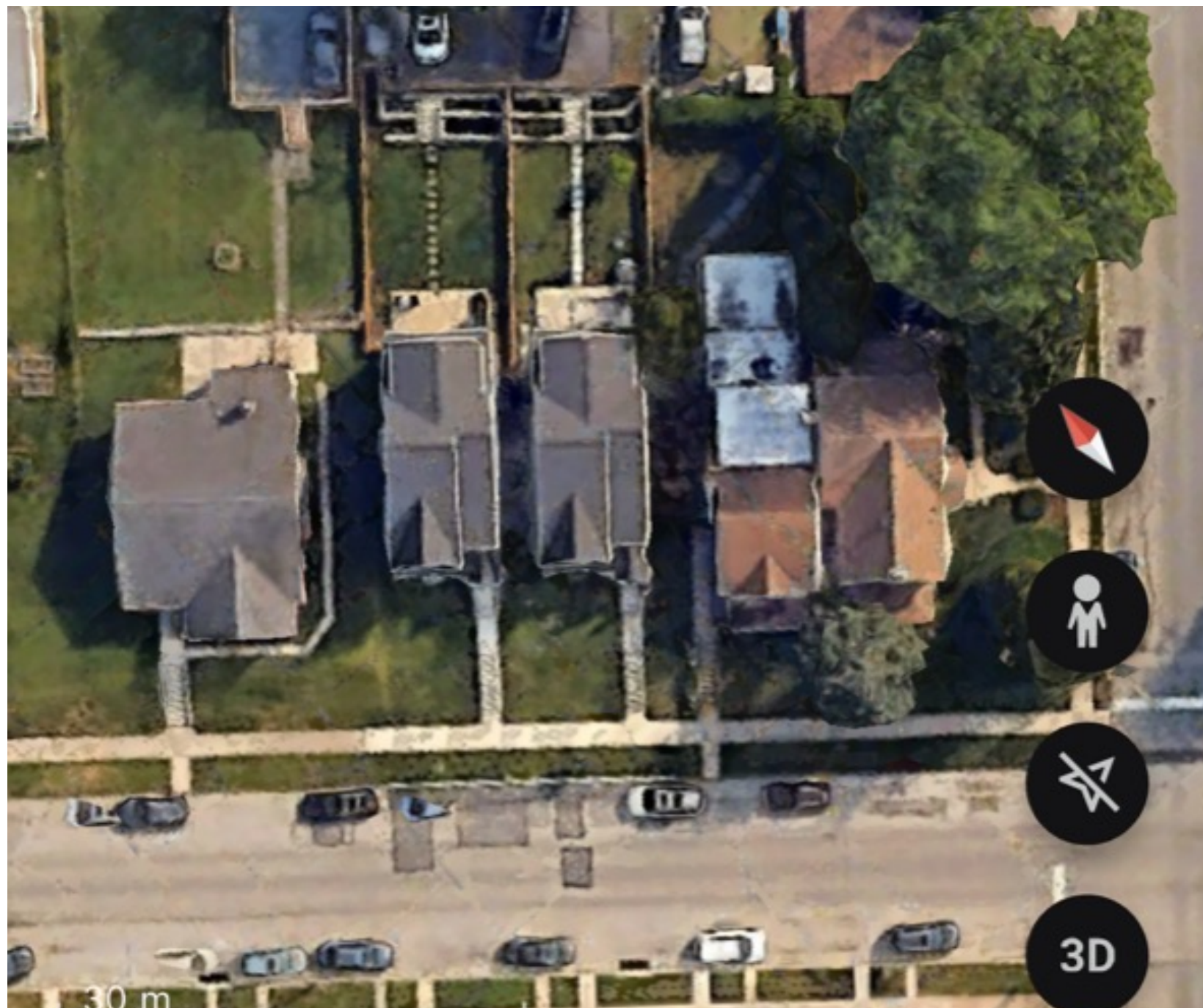
Catania Construction

Suburban Philadelphia Abstract, Inc.  
922 West Ridge Pike  
Conshohocken, Pa. 19428







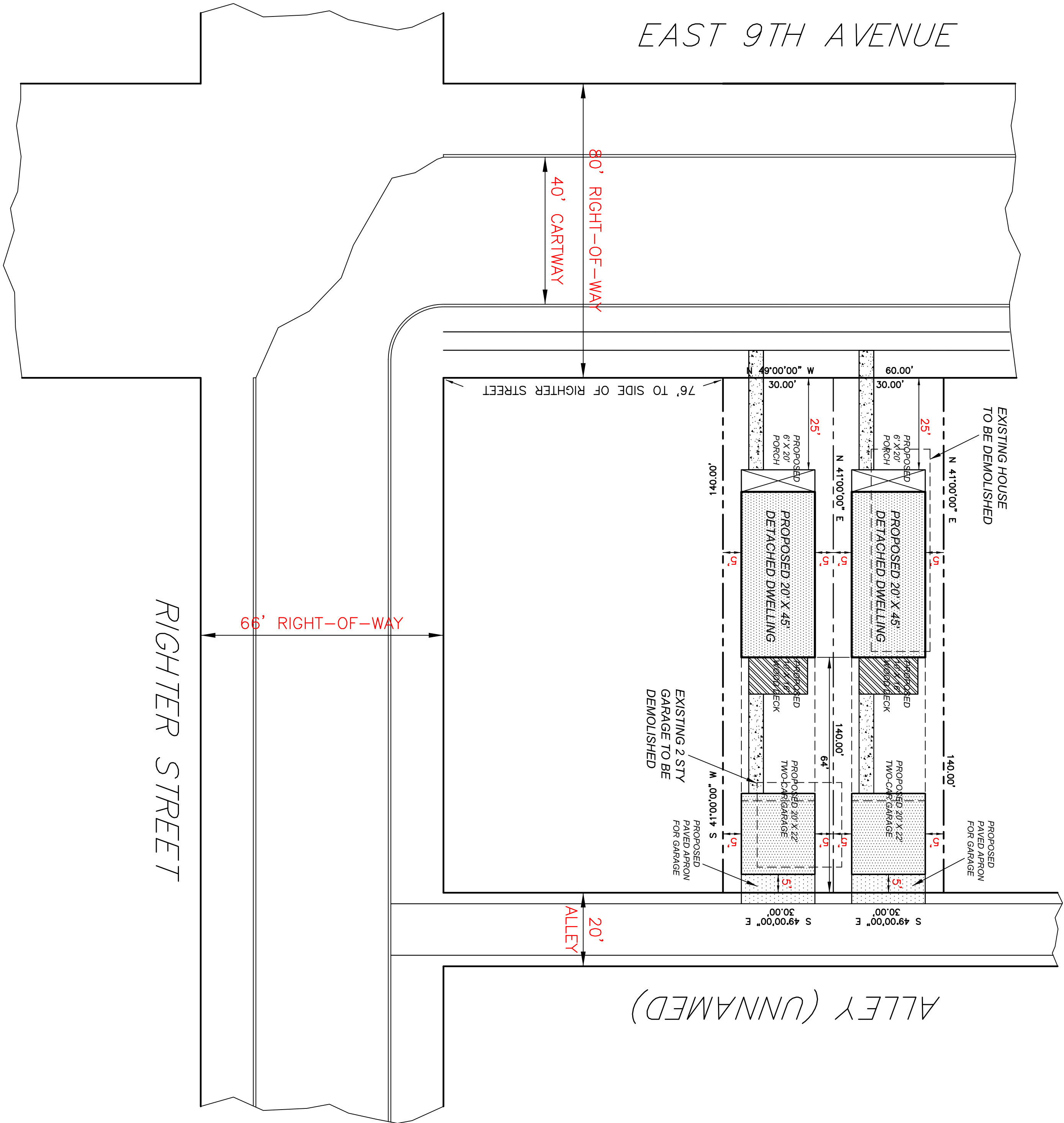
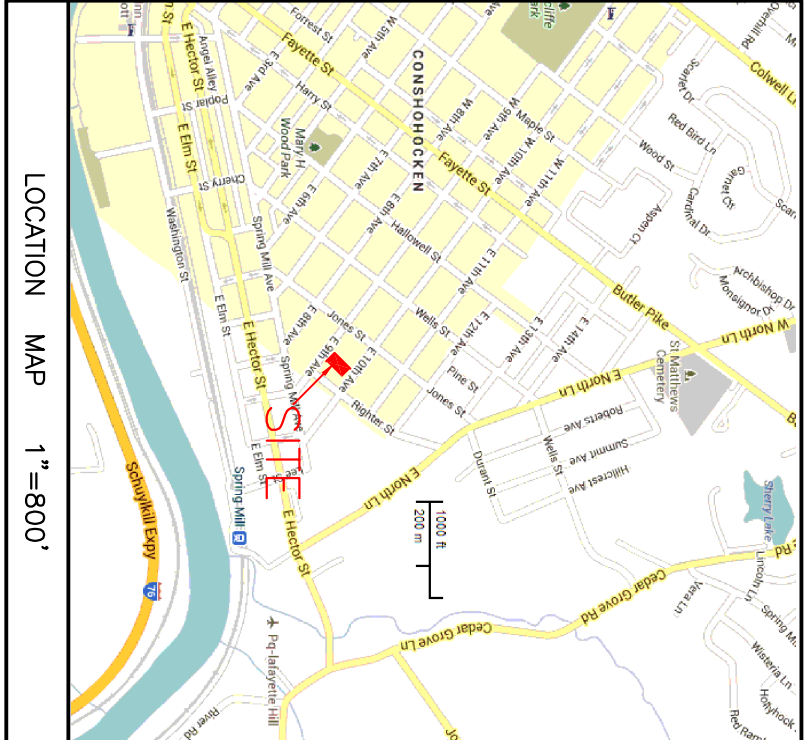






# PROPOSED TWO LOT MINOR SUBDIVISION

- GENERAL NOTES**
- BOUNDARY INFORMATION TAKEN FROM DEEDS OF RECORD.
  - PROPERTY IS TAX BLOCK 052 - UNIT 031 AND THE TOTAL LOT AREAS IS 8,400 SQ. FT. (0.1929 AC.).
  - CURRENT OWNERS:  
CATANIA CONSTRUCTION, LLC
  - APPLICANT IS REQUESTING A VARIANCE FROM SECTION 27-1005.B, TO ALLOW A MINIMUM LOT WIDTH OF 30' WIDE FOR EACH LOT IN-LIEU OF THE REQUIRED 40' WIDE FOR A SPDO.



## ZONING REQUIREMENTS

ZONED "R1" - RESIDENTIAL - SINGLE-FAMILY DETACHED DWELLING

	REQUIRED	PROVIDED LOT 1	PROVIDED LOT 2
MINIMUM LOT AREA	4,000 SQ.FT.	4,200 SF	4,200 SF
MINIMUM LOT WIDTH	40 FT.	30 FT.*	30 FT.*
MINIMUM FRONT YARD 25 FT. OR CONFORM.	25.0 FT.	25.0 FT.	25.0 FT.
MINIMUM SIDE YARD 2 @ 5' EACH	5.0' & 5.0'	5.0' & 5.0'	5.0' & 5.0'
MINIMUM REAR YARD 25 FT.	25 FT.	64 FT.	64 FT.
MAXIMUM BUILDING HT	35 FT.	<35 FT.	<35 FT.
MAXIMUM BLDG COVER.	35 %	34.8 %	34.8 %
MAXIMUM IMPERVY COVER.	60 %	41.9%	41.9 %

\* VARIANCE REQUIRED

### IMPERVIOUS CALCULATIONS - PROPOSED LOT 1

PROPOSED HOUSE & PORCH 1,020 SQ. FT.  
PROPOSED GARAGE 440 SQ. FT.  
PROPOSED WALKS 198 SQ. FT.  
PROPOSED PAVING 100 SQ. FT.

TOTAL BUILDING COVERAGE 1,460 SQ. FT. / 4,200 SF = 34.8 %  
TOTAL IMPERVIOUS 1,758 SQ. FT. / 4,200 SF = 41.9 %

### IMPERVIOUS CALCULATIONS - PROPOSED LOT 2

PROPOSED HOUSE & PORCH 1,020 SQ. FT.  
PROPOSED GARAGE 440 SQ. FT.  
PROPOSED WALKS 198 SQ. FT.  
PROPOSED PAVING 100 SQ. FT.

TOTAL BUILDING COVERAGE 1,460 SQ. FT. / 4,200 SF = 34.8 %  
TOTAL IMPERVIOUS 1,758 SQ. FT. / 4,200 SF = 41.9 %



APPLICANT:  
KEITH CATANIA  
4121 PILGRIM ROAD  
PLYMOUTH MEETING, PA  
19462  
484-368-7478

PREPARED FOR:  
**CATANIA CONSTRUCTION, LLC**  
**440 EAST 9TH AVENUE**  
CONSHOHOCKEN BOROUGH, MONTGOMERY COUNTY, PA

## SKETCH PLAN FOR ZONING



**BORUSIEWICZ**  
**SURVEYORS AND SITE PLANNERS**  
718 GRAVEL PIKE  
COLLEGEVILLE, PA 19426  
610-941-7181  
EMAIL: TBORUSIEW@GMAIL.COM

PROPERTY ADDRESS:  
440 EAST 9TH AVE  
TAX PARCEL NO.  
05-00-06904-00-3  
CONSHOHOCKEN BORO  
BLOCK 052 -- UNIT 031  
DB 6169--PAGE 1312