



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

APRIL 17, 2023, ZONING HEARING BOARD MEETING PACKET

20 Ash Street – 225 Washington Street
5 Colwell Lane
111 W 10th Avenue
227 Washington Street

Page 2
Page 32
Page 48
Page 65



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING NOTICE MAY 16th, 2022, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2022-09

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on May 16th, 2022, 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: Millennium Waterfront Associates II, LP

PREMISES INVOLVED: Parcel 05-00-11856-13-6
(Between 20 Ash St. and 225 Washington St.)
Conshohocken, PA 19428
Specially Planned District 2

OWNER OF RECORD: Millennium Waterfront Associates II, LP
201 King of Prussia Rd. – Suite 501
Radnor, PA 19087

The petitioner is seeking variances from and/or an appeal of a zoning decision from Section 27-1502 and Section 27-1511 of the Conshohocken Zoning Ordinance related to the proposal to develop the subject property with a residential use.

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

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

Thank you,
Zoning Hearing Board

CAMPBELL **CR** ROCCO
L A W L L C

Edmund J. Campbell, Jr.
Direct Dial: (610) 992-5885
ecampbell@campbellroccolaw.com

April 7, 2022

Ms. Brittany Rogers
Executive Assistance to the Borough Manager
Conshohocken Borough
400 Fayette Street, Suite 200
Conshohocken, PA 19428

**RE: Millennium Unit I – Apartments
Zoning Appeal and Variance Application
Borough of Conshohocken, Montgomery County**

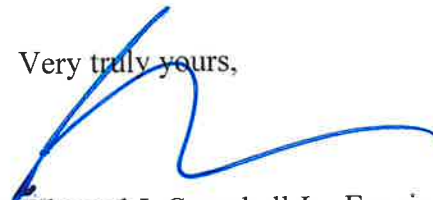
Dear Ms. Rogers,

On behalf of the property owner, Millennium Waterfront Associates II LP, please accept the enclosed application and supporting documentation for the proposed land development appeal and variance of the property located at tax parcel 05-00-11856-13-6. The documents included in this submission are as follows:

1. Three (3) copies and one (1) digital copy of the Zoning Application Form.
2. Three (3) copies and one (1) digital copy of the original Application.
3. Three (3) copies and one (1) digital copy of the Denial Letter.
4. Three (3) copies and one (1) digital copy of the Montgomery County Property Records.
5. Three (3) copies and one (1) digital copy of the Deed from the record owner.
6. A check in the amount of \$500.00 payable to the Borough of Conshohocken to cover the application fee.
7. A check in the amount of \$1,500.00 payable to the Borough of Conshohocken to cover the escrow deposit.

Thank you in advance for your time and consideration of this request.

Very truly yours,



Edmund J. Campbell Jr. Esquire

/EJC
Enclosures

{00410545;1}



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

Zoning Application

Application: _____

Date Submitted: _____

Date Received: _____

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Section 27-1502 and Section 27-1511

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

Property located between 20 Ash St. & 225 Washington St. (Washington St. Condo I (parcel #: 05-00-11856-13-6))

4. Applicant's Name: Millennium Waterfront Associates II LP

Address: 201 King of Prussia Road, Suite 501, Radnor, PA 19087

Phone Number (daytime): (610) 293-6111

E-mail Address: c/o ecampbell@campbellroccolaw.com

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

6. Property Owner: Millennium Waterfront Associates II LP

Address: 201 King of Prussia Road, Suite 501, Radnor, PA 19087

Phone Number: (610) 293-6111

E-mail Address: c/o ecampbell@campbellroccolaw.com

7. Lot Dimensions: see attached county records & attached application Zoning District: SP-2

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

Yes No If yes, please describe.

n/a

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 an undeveloped parking lot.

10. Please describe the proposed use of the property.

The applicant is proposing to construct a 79-unit residential building on the property located between 20 Ash Street and 225 Washington Street.

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

It is proposed to construct a 94,712 S.F. gross floor building consisting of four (4) stories of residential units above one level of surface parking. The enclosed Preliminary Land Development Plans depict the construction of a new multi-family building and associated improvements. Water and sewer service to the properties are proposed to be public. Existing access onto the subject property will be provided from an entrance off Washington Street.

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

We believe that the application previously submitted was incorrectly denied. In the alternative, we request a variance to permit the residential use.

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

a. The unique characteristics of the property: The property has a unique shape and is located in the flood plan.

b. How the Zoning Ordinance unreasonably restricts development of the property: Without relief the property cannot be developed.

c. How the proposal is consistent with the character of the surrounding neighborhood. The proposal is consistent with the development of other properties, including similar uses.

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 request for relief is the minimum required to develop 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 relating to the determination).

Section 27-1502 and Section 27-1511

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

We believe that residential use is permitted in the SP-2 district.

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.

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: Edmund J. Campbell, Jr.

b. Address: 2701 Renaissance Boulevard, 4th Floor, King of Prussia, PA 19406

c. Phone Number: (610) 992-5885

d. E-mail Address: ecampbell@campbellroccolaw.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.

[Handwritten Signature]

Applicant

[Handwritten Signature]

Legal Owner

4/6/2022

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

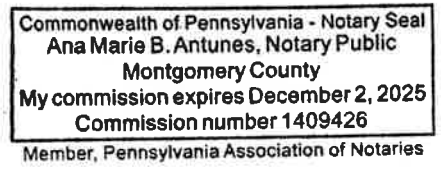
As subscribed and sworn to before me this 6th day of

April, 20 22.

Ana Marie B. Antunes

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: _____



March 8, 2022

Ms. Brittany Rogers
Executive Assistant to the Borough Manager
Conshohocken Borough
400 Fayette Street
Conshohocken, PA 19428

**RE: Millennium Unit I - Apartments
Preliminary Land Development Plans
Borough of Conshohocken, Montgomery County**

Apex Job No. 21-036

Dear Ms. Rogers:

On behalf of the property owner, Millennium Waterfront Association LP, please accept the enclosed application and supporting documentation for the proposed land development of the property located at tax parcel No. 05-00-11856-13-6. The documents included in this submission are as follows:

1. Seven (7) copies and one (1) digital copy of the Preliminary Land Development Application Form.
2. Seven (7) copies and one (1) digital copy of the Act 247 – Montgomery County Referral Form
3. Seven (7) copies and one (1) digital copy of sewage facilities planning module form and Act 537 Sewage Facilities Planning Module.
4. Seven (7) paper and one (1) digital copy of the Preliminary Land Development Plans.
5. Seven (7) paper and one (1) digital copy of the Post Construction Stormwater Management Report.
6. Seven (7) paper copies and (1) digital copy of Deed or Certificate from record owner.
7. Seven (7) paper and one (1) digital copy of Existing Conditions Photograph Log.
8. Land Development Application Fee in the amount of \$1,000.00 (79 Units) payable to the Borough of Conshohocken.
9. Initial escrow deposit in the amount of \$5,000 payable to the Borough of Conshohocken.
10. Montgomery County review fee in the amount of \$2,109.00 (79 lots) payable to Montgomery County Treasurer.
11. One electronic copy of the submission materials

It is proposed to construct a 94,712 S.F. gross floor building consisting of four (4) stories of residential units above one level of surface parking. The enclosed Preliminary Land Development Plans depict the construction of a new multi-family building and associated improvements. Water and sewer service to the properties are proposed to be public. Existing access onto the subject property will be provided from an entrance off Washington Street.

Should you have any questions or require any additional information, please let me know. Please contact our office at 610-234-2406, or email at mbowker@apexdeg.com if there is anything else that I could do to help expedite the review process or application approval.

Sincerely,
Apex Design & Engineering Group

A handwritten signature in black ink, reading "Michael J. Bowker". The signature is written in a cursive style with a prominent initial "M".

Michael J. Bowker, P.E.
Principal Engineer

MJB
21036L01.docx.doc

BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

ESCROW AGREEMENT
FOR PROFESSIONAL REVIEW FEES

PRE-SUBMISSION MEETING

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Borough Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Borough. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or \$250, whichever is greater, the Borough may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signed *Ronald O'Connor* Date: *3/7/22*
Applicant

BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

APPLICATION FOR SUBDIVISION/ LAND DEVELOPMENT

To be completed by the Borough:

Submission Information:	
File Number : _____	File Date: _____
Project Title: _____	Date Complete: _____
Received By: _____	90 Day Date: _____

REQUIRED MATERIALS FOR ALL LAND DEVELOPMENT/SUBDIVISION APPLICATIONS

1. This form **MUST** be completed and submitted with the Borough's Land Development/Subdivision application.
2. A Land Development/Subdivision Application **MUST** include all of the items listed in the application checklist to be considered complete.

Incomplete applications will **NOT** be placed on a Planning Commission agenda. Incomplete applications will be returned to the applicant.
3. Complete applications must be received at least 38 DAYS (see schedule) prior to the Planning Commission meeting at which it will be heard.
4. **It is highly encouraged to submit applications in a digital format.**
One (1) digital copy plus seven (7) paper copies of the complete application are required if submitting digitally, or fifteen (15) paper copies of the complete application are required.

Applicant Information:

Name: Millennium Waterfront Association, LP
Address: 201 King of Prussia Road, Suite 501
Radnor, PA 19087
Phone: 610-389-2696
Fax: _____
E-Mail*: _____

Property Owner Information (if different):

Name: _____
Address: _____
Phone: _____
Fax: _____
E-Mail*: _____

Architect/Planner: TBD
Address: _____
E-mail*: _____ Phone/Fax: _____

Engineer/Surveyor: Apex Design + Engineering Group
Address: 1000 Conshohocken Road, Suite 202, Conshohocken, PA 19428
E-mail*: mbowker@apexdeg.com Phone/Fax: 610-234-2406

Landscape Architect: TBD
Address: _____
E-mail*: _____ Phone/Fax: _____

Attorney: _____
Address: _____
E-mail*: _____ Phone/Fax: _____

*All correspondence regarding this application from the Planning Commission and staff will be made via e-mail. All persons involved with this application should provide their e-mail addresses so that information including, but not limited to, meeting dates and plan reviews replaces revisions here, is distributed appropriately.

Application For: (See Section 22-305.A or the bottom of page 10 of the application packet for clarification)

- Minor Land Development
- Preliminary Major Land Development
- Final Major Land Development

- Minor Subdivision
- Preliminary Major Subdivision
- Final Major Subdivision

Project Information: Current parking lot situated between 20 Ash Street & 225 Washington Street in the Borough of Conshohocken
 Location (Street Address): _____

Tax Assessment Parcel No. 05-00-11856-13-6 County Deed Book No. 5962 Page No. 01783

Description of Proposed Work: Land development project of 1.15 +/- acres out of 16.8 +/- acre condominium site. Improvements consist of a 94,712 +/- S.F. gross floor area building consisting of 4-stories of 79 residential units above one level of surface parking with associated site and utility improvements.

Total Tract Acreage: 1.15 Project Acreage 0.23

Zoning District SP-2 Existing Number of Lots: 1 Proposed Number of Lots: 1

Proposed Land Use: Single-Family Detached Single-Family Semi-Detached Multi-Family
 Single-Family Attached Commercial Office Industrial

Other (Describe): _____

Existing Sewer Flows: 0 Gal./day Proposed Sewer Flows: 20,738 Gal./day

Check List - Plans:

The applicant must provide all of the following plans for an application to be considered complete. Section 22, Part 3 of the SALDO outlines plan submission requirements and the criteria that must be met in order for submissions to be deemed complete. These requirements are listed on information sheets provided at the end of this application package. If the required plans listed below do not have sufficient information to allow for staff reviews, the application may be considered incomplete and returned, requesting additional information.

- Record Plan
- Existing Features Site Plan
- Grading Plan
- Erosion and Sediment Control Plan
- Lighting Plan_Major
- Circulation Plan_Major
- Stormwater Calculations
- Landscape Plan Waiver Requested (sealed by a Landscape Architect)
- Demolition Plan
- 5 Detail Sheets
- N/A Traffic Study (if applicable)
- N/A Post Construction Stormwater Management Plan
- Utility Plan

Check List - Proof of ownership and zoning relief:

- Proof of equitable ownership or interest in the property - copy of the deed to the subject property
- Copy of adjudication of Zoning Hearing Board related to the application

Check List - Color Photographs of Site and Existing Conditions:

- Streetscape in all directions, showing subject property in each
- Façade and secondary elevations of existing building(s) on site
- Sidewalk and curb conditions
- Street trees
- N/A Alley conditions, if present

Check List - Building Elevations:

- N/A Architectural drawings and renderings of proposed building(s)

Check List - Setback of Proposed Building(s):

- Established building line for the block on which the property is located (eg: scale off an aerial) (In plan, show setbacks of all existing buildings on same side of the street as project for entire block.)

List of Requested Waivers:

Section/Requirement:
1 § 22-421.1

Relief Requested:
REQUEST RELIEF FROM A LANDSCAPE
PLAN TO BE PREPARED BY A
REGISTERED LANDSCAPE ARCHITECT
AND ALLOW A PROFESSIONAL
ENGINEER SIGNATURE AND SEAL FOR
LANDSCAPE AND LIGHTING PLANS.

Have you met with the Zoning Officer regarding this plan? Yes No
 Are there known variances/any zoning relief necessary for this project? Yes No
 If YES, have you submitted an application for the Zoning Hearing Board? Yes No
 Has this plan been reviewed by the Zoning Hearing Board? Yes No

*Please be advised that If any variances are found to be necessary during the course of the review of this plan, you will be required to go to the Zoning Hearing Board prior to proceeding to the Planning Commission. In addition, you will be requested to grant the Borough a waiver to the 90-day action period or on immediate denial of this application will be made, and you will be required to resubmit the application.

The undersigned represents that to the best of his/her knowledge and belief, all the above statements are true, correct and complete.

Richard O'Connor
 Signature of Applicant
3/7/22
 Date

 Signature of Property Owner (if not the same as applicant)

 Date

ALL MAJOR subdivision/land use applications require a pre-submission meeting to discuss the project prior to full application submittal.

MINOR subdivision/land use applications may request a pre-submission meeting; if one is desired.

Meetings are held the second and fourth Tuesday of each month beginning at 1:30pm at the Borough Administrative Offices.

Applicants assume responsibility of any fees associated with this meeting.

 Applicant signature date

To schedule a pre-submission meeting, please contact the office of the Borough Manager
 ph: 610.828.1092
 e: landuse@conshohockenpa.gov

Borough Use Only:

<input type="checkbox"/> Filing Fee	Amount \$ _____	Check No. _____
<input type="checkbox"/> Pre-Construction Professional Services Escrow	Amount \$ _____	Check No. _____

Decision Information:

Approval _____ Denial _____ Decision Date: _____

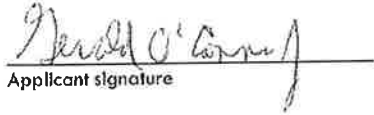
Comments/Conditions:

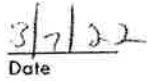
BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

Planning Process Extension Agreement

The Pennsylvania Municipality Planning Code (MPC) and the Conshohocken Borough Subdivision and Land Development Ordinance state that action must be taken by the Borough within ninety (90) days after a complete application is filed with the Borough. In the Borough, larger and complicated projects have historically required additional time in order to complete a thorough review before being considered for approval. As such, an applicant may voluntarily waive the timing requirement at any time, but is encouraged to submit this waiver with the completed application.

I, the applicant, hereby voluntarily waive the timing requirement as set forth in the MPC (Section 509) and the Conshohocken Borough Subdivision and Land Development Ordinance (Section 22-308).


Applicant signature


Date

Received by (Borough)

Date

BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

ESCROW AGREEMENT
FOR PROFESSIONAL REVIEW FEES

SUBDIVISION/LAND DEVELOPMENT APPLICATIONS

The undersigned hereby agrees to post an escrow to cover the costs of the review of subdivision and land development applications by the Borough Planner, Engineer, and Solicitor. The amount of said escrow shall be according to the attached "Schedule of Fees" and shall be posted at the time of initial submission of an application to the Borough. Said fees shall be placed in an escrow account and any balance remaining shall be returned to the applicant subsequent to the receipt of final approval.

The applicant is advised that the "Schedule of Fees" represents only an estimate of the costs associated with plan review. The completeness and quality of the submission, the complexity of the project, the number of revisions and other factors may cause costs to exceed the established escrow amounts. If during the course of a subdivision/land development review an escrow amount falls to 10% of the original escrow amount or \$250, whichever is greater, the Borough may require the posting of additional escrow.

NOTE: NO FINAL APPROVALS, CONSTRUCTION, BUILDING OR OCCUPANCY PERMITS SHALL BE ISSUED UNTIL ALL OUTSTANDING PROFESSIONAL REVIEW FEES HAVE BEEN SATISFIED.

Signed *Herald O'Conor* Date: *3/7/22*
Applicant

Applicant Request for County Review



This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.

Date:	3/7/2022	Applicant's Representative:	Apex Engineering + Design Group
Municipality:	Borough of Conshohocken	Address:	1000 Conshohocken Road, Suite 202
Proposal Name:	Millennium Unit I - Apartments	City/State/Zip:	Conshohocken, PA 19428
Applicant Name:	Millennium Waterfront Association, LP	Business Phone (required):	610-234-2406
Address:	201 King of Prussia Road, Suite 501	Business Email (required):	mbowker@apexdeg.com
City/State/Zip:	Radnor, PA 19087		
Phone:	610-389-2696		
Email:			

Type of Review Requested:

(Check All Appropriate Boxes)

- Land Development Plan
- Subdivision Plan
- Residential Lot Line Change
- Nonresidential Lot Line Change
- Zoning Ordinance Amendment
- Zoning Map Amendment
- Subdivision Ordinance Amendment
- Curative Amendment
- Comprehensive / Other Plan
- Special Review*

Conditional Use

**(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)*

Type of Plan: Type of Submission:

- | | |
|-----------------------|--|
| Tentative (Sketch) | <input checked="" type="checkbox"/> New Proposal |
| X Preliminary / Final | <input type="checkbox"/> Resubmission* |

** A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 10%, or C) The previous submission was over 5 years ago.*

Zoning:

Existing District: SP-2
 Special Exception Granted Yes No
 Variance Granted Yes No For

Plan Information:

Tax Parcel Number(s) 05-00-11856-13-6
 Current parking lot situated between 20 Ash Street & 225 Washington Street
 Location in the Borough of Conshohocken
 Nearest Cross Street Ash Street
 Total Tract Area 1.15 +/- Acres
 Total Tract Area Impacted By Development 1.15 +/- Acres

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

Land Use(s)	Number of New		Senior Housing		Open Space Acres*	Nonresidential New Square Feet
	Lots	Units	Yes	No		
Single-Family						
Townhouses/Twins						
Apartments		79		N		
Commercial						
Industrial						
Office						
Institutional						
Other						

**Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.*

Additional Information:

**BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA**

ALL PLANS SHOULD CONFORM TO THE FOLLOWING:

[Section 22-304.A]

1. Plan is clearly and legibly drawn.
2. Plan scale does not exceed one (1) inch equals fifty (50) feet (sites >5 Acres may be drawn 1:100).
3. Dimensions are in feet and decimals and bearings in degrees, minutes and seconds.
4. Sheet size shall be 15" x 18", 18" x 30", 24" x 36" or 30"x42".
5. A key map has been provided when there are two or more sheets.

[Section 22-304.B]

6. Name and address of the subdivider or developer and the registered engineer or surveyor.
7. Subdivision/development name, location in terms of significant bounding roads, and name of municipality.
8. The date of preparation (or revision) of the plan, scale and north point.
9. Entire tract boundary with bearings and distances and a statement of the tract size.
10. Layout and dimensions of all lots and the net lot area of each parcel.
11. Floor Area and/or gross leasable area of each existing/proposed building, as applicable.
12. A key map relating the subdivision to at least three (3) intersecting streets.
13. A legend sufficient to indicate clearly between existing and proposed conditions.
14. A schedule of all zoning requirements and classifications.
15. A list of all requested/obtained variances, waivers or special exceptions.

[Section 22-410.5]

16. Narrative/description of the project
17. All bodies of water
18. All physical features
19. All underground utilities
20. Proposed change to land surface and vegetative cover
21. Areas to be cut and filled
22. Stormwater management controls and maintenance program during construction
23. Stormwater management controls and maintenance program after construction
24. Easements
25. Expected project schedule

Address the following to determine which application to submit:

[Section 22-305.A]

	Yes	No
1. There are less than three (3) lots.	<u>X</u>	—
2. There is only one residential building with less than five (5) dwelling units.	—	<u>X</u>
3. The property has not been part of a subdivision or land development submitted within the past three (3) years.	<u>X</u>	—
4. The property fronts on a physically improved street that is legally open to the public.	<u>X</u>	—
5. The project will not involve the construction of any new street or road, the extension of municipal facilities or the creation of any other public improvements.	<u>X</u>	—
6. The project will not require a variance(s) from the Borough Zoning Ordinance for no more than one of the proposed lots on which new construction will occur or may occur in the future.	<u>X</u>	—
7. The project is in general conformance with the Borough Master Plan and other plans.	<u>X</u>	—

If ALL responses were YES, please file a MINOR subdivision and/or land development application.
If ANY response was NO, please file a MAJOR subdivision and/or land development application.



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

March 21, 2022

VIA CERTIFIED AND REGULAR MAIL

Apex Design & Engineering Group
Michael Bowker, P.E.
1000 Conshohocken Road, Suite 202
Conshohocken, PA 19428

Millennium Waterfront Association, LP
201 King of Prussia Road, Suite 501
Radnor, PA 19087

RE: Millennium Unit 1 - Apartments
Preliminary Land Development Plans

Dear Mr. Bowker and Applicant,

Millennium Waterfront Association, LP submitted a land development application to the Borough of Conshohocken on March 8, 2022. The applicant is proposing to construct a 79-unit residential building on the property located between 20 Ash Street and 225 Washington Street.

Upon receipt, the application was reviewed administratively for accuracy and completeness. The application has been rejected on the basis that residential uses are not a permitted use in the SP-2 district in which this property is located. The section of the application relating to zoning was completed incorrectly. Because the application was administratively rejected for this threshold issue, the Borough reserves the right to identify additional deficiencies in the application materials, should the threshold issue be addressed through requisite zoning relief.

The Borough's plan processing requirements at Part 3 of the Borough's Subdivision and Land Development Ordinance require that zoning issues related to a proposed project must be addressed prior to submission of an application for subdivision/land development. This includes, specifically, the requirement that the applicant submit evidence that all zoning variances required have been granted (SALDO §22-308.H) and further specifically requires that all applications must comply with the zoning ordinance's use provisions "prior to submission for consideration" (SALDO §22-308.I).

Under the SALDO, including the above requirements, this use issue must be addressed before the application may be accepted. Please note that the Borough Solicitor contacted applicant's engineer with the above-issue via e-mail on March 16, 2022, and received no response.

Sincerely,



Brittany Rogers
Executive Assistant to the Borough Manager

Parcel

TaxMapID	05018 031
Parid	05-00-11856-13-6
Land Use Code	4345
Land Use Description	C - COMMERCIAL CONDO
Property Location	WASHINGTON ST CONDO I
Lot #	I
Lot Size	50185 SF
Front Feet	
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

Owner

Name(s)	MILLENNIUM WATERFRONT ASSOCIATES II LP
Name(s)	
Mailing Address	201 KING OF PRUSSIA RD STE 501
Care Of	
Mailing Address	
Mailing Address	RADNOR PA 19087

Current Assessment

Appraised Value	Assessed Value	Restrict Code
61,230	61,230	

Estimated Taxes

County	240
Montco Community College	24
Municipality	276
School District	1,469
Total	2,009
Tax Lien	Tax Claim Bureau Parcel Search

Last Sale

Sale Date	30-JUN-15
Sale Price	\$1
Tax Stamps	1089
Deed Book and Page	5962-01783
Grantor	WASHINGTON STREET ASSOCIATES VI LP
Grantee	MILLENNIUM WATERFRONT ASSOCIATES II LP
Date Recorded	21-JUL-15

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
06-30-2015	\$1	1089	5962-01783	WASHINGTON STREET ASSOCIATES VI LP	MILLENNIUM WATERFRONT ASSOCIATES II LP	07-21-2015
09-28-2007	\$1	1206	5668-01146	WASHINGTON STREET ASSOCIATES IV LP	WASHINGTON STREET ASSOCIATES VI LP	10-12-2007

Lot Information

Lot Size 50185 SF
Lot # I
Remarks
Remarks
Remarks

Commercial Parcel Summary

No. of Cards 1
Land Use Code 4345
Gross Building Area (Total of all Cards)
Total Living Units

Assessment History

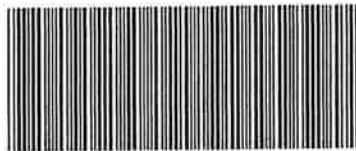
Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
61,230	61,230		01-MAY-07	SUBDIVISION	05-OCT-07



**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 5962 PG 01783 to 01790.1
INSTRUMENT # : 2015053693
RECORDED DATE: 07/21/2015 10:22:35 AM



3223325-0007K

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 9

Document Type: Deed	Transaction #: 3232522 - 2 Doc(s)
Document Date: 06/30/2015	Document Page Count: 7
Reference Info:	Operator Id: dawhitner
RETURN TO: (Mail) LAND SERVICES USA, INC 1835 MARKET ST SUITE 420 PHILADELPHIA, PA 19103	PAID BY: LAND SERVICES USA INC

*** PROPERTY DATA:**

Parcel ID #:	05-00-11856-00-1	05-00-11856-13-6
Address:	WASHINGTON ST	WASHINGTON ST
		CONDO I
	PA	PA
Municipality:	Conshohocken Borough (100%)	Conshohocken Borough (0%)
School District:	Colonial	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00	DEED BK 5962 PG 01783 to 01790.1
TAXABLE AMOUNT: \$108,989.40	Recorded Date: 07/21/2015 10:22:35 AM
FEES / TAXES:	
Recording Fee:Deed	\$95.00
Affidavit Fee	\$1.50
Additional Pages Fee	\$6.00
Additional Parcels Fee	\$15.00
Affordable Housing Pages	\$12.00
Affordable Housing Parcels	\$1.00
State RTT	\$1,089.89
Conshohocken Borough RTT	\$544.94
Colonial School District RTT	\$544.95
Rejected Document Fee	\$10.00
Total:	\$2,320.28

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



Nancy J. Becker

**Nancy J. Becker
Recorder of Deeds**

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Prepared By:

Campbell Rocco Law, LLC
2701 Renaissance Boulevard
Fourth Floor
King of Prussia, PA 19406
Attn: Joseph D. Rocco
(610) 205-1594

Return to:
Land Services USA, Inc.
1 South Church Street, Suite 300
West Chester, PA 19382

RECORDED OF DEEDS
MONTGOMERY COUNTY

2015 JUL -8 A 9:56

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11856-00-1 CONSHOHOCKEN
WASHINGTON ST

WASHINGTON STREET ASSOCIATES II LP \$15.00
B 018 U 011 L 4346 DATE: 07/21/2015 JU

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11856-13-6 CONSHOHOCKEN
WASHINGTON ST I

WASHINGTON STREET ASSOCIATES VI LP \$15.00
B 018 U 031 LI 4345 DATE: 07/21/2015 JU

Millennium, a Condominium, Borough of Conshohocken, Pennsylvania
Montgomery County Tax Parcel Numbers:

Tax ID / Parcel No. 05-00-11856-13-6 (UNIT I)
Tax ID / Parcel No. 05-00-11856-00-1 (COMMON ELEMENTS)

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 30th day of June 2015, with an effective date of July 2, 2015, by and between **WASHINGTON STREET ASSOCIATES VI ASSOCIATES, L.P.**, a Pennsylvania limited partnership (hereinafter called the "Grantor"), of the one part, and **MILLENNIUM WATERFRONT ASSOCIATES, II L.P.**, a Pennsylvania limited partnership (hereinafter called the "Grantee"), of the other part,

WITNESSETH, that the said Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America, unto 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 and its successors and assigns:

THAT CERTAIN UNIT, being Unit I (Parcel No. 05-00-11856-13-6) together with such Unit's proportionate undivided interest in the Common Elements (as defined in the Declaration) in the property known, named and identified as Millennium, a Condominium (the "Condominium"), located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted

2
4

to the provisions of the Uniform Condominium Act (68 PA C.S 3101 *et seq.*) by the recording in the Montgomery County Recorder of Deeds (the "Recording Office") of an Amended and Restated Declaration of Condominium of Millennium, a Condominium (the "Amended Declaration") dated April 2, 2007 and recorded April 11, 2007 in Deed Book 5642, page 1661, *et seq.*, as amended by that certain First Amendment to Amended and Restated Declaration of Condominium of Millennium, a Condominium (the "First Amendment") dated September 28, 2007 and recorded October 9, 2007 in the Recording Office in Deed Book 5667, page 2249, *et seq.*, that certain Second Amendment to Amended and Restated Declaration of Condominium of Millennium, a Condominium (the "Second Amendment") dated February 25, 2008 and recorded in the Recording Office in Deed Book 5691, page 2492, *et seq.* and that certain Third Amendment to Amended and Restated Declaration of Condominium of Millennium, a Condominium (the "Third Amendment") dated June 23, 2011 and recorded in the Recording Office in Deed Book 5805, Page 1514, *et seq.* (collectively, the "Declaration"), all as more particularly described as set forth on Exhibit A hereof:

BEING the same premises which Washington Street Associates IV, L.P., a Pennsylvania limited partnership conveyed unto Washington Street Associates VI, L.P., a Pennsylvania limited partnership, by Special Warranty Deed dated 9/28/2007 and recorded 10/12/2007 with the Recorder of Deeds, Montgomery County in Deed Book 5668 Page 01146 *et seq.*

PURSUANT to Section 304(m) of the Pennsylvania Land Recycling and Environmental Remediation Standards Act ("Act 2"), 35 P.S. § 6026.304(m), and to the extent applicable, Section 405 of the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. §§ 6018.405, notice is hereby provided that concentrations of lead, several individual polycyclic aromatic hydrocarbons ("PAHs") and volatile organic compounds ("VOCs") were detected in certain soil samples collected from the Site in concentrations above the Act 2 residential Statewide Health Standards ("SHSs"). One groundwater sample from an upgradient groundwater monitoring well detected concentrations of benzene and naphthalene above the residential SHSs for used aquifers, although exceedances for these constituents were not identified in downgradient wells at the Site. Notwithstanding the above-described constituents, the Site was determined to meet the Act 2 Special Industrial Area ("SIA") standard by the Pennsylvania Department of Environmental Protection ("DEP"). Additional information regarding the environmental conditions of the Site may be found in the following reports, which are on file with and may be viewed at DEP Southeast Regional Office, 2 East Main Street, Norristown, PA 19401, telephone number (484) 250-5900: September 2000 Baseline Environmental Report prepared by Oxford Engineers & Consultants, Inc. ("Oxford"); March 2001 First Supplement to Baseline Environmental Report prepared by Oxford, and the SIA Consent Order & Agreement dated January 11, 2002 executed between Washington Street Associates II, L.P., and DEP. In addition, a Second Supplement to Baseline Environmental Report was prepared by Roux Associated dated January 21, 2005 and was submitted to DEP, intending to demonstrate that the Site has also demonstrated attainment with a residential Act 2 remediation standard. DEP approved this Second Supplement by letter dated

March 28, 2005, concluding that the Site meets a residential Act 2 Site Specific Remediation Standard.

In connection with the Act 2 approval, the following use restrictions shall apply to the Site:

Until such time as a party demonstrates attainment with an unrestricted use remediation standard for the above-described contaminants at the Site in accordance with the requirements of Act 2, as evidenced by DEP's approval of a Final Report demonstrating attainment with such unrestricted use standards, no person shall be permitted to excavate or otherwise disturb building foundations, pavement, or topsoil in landscaped areas, which comprise a cap to prevent Site residents from having direct contact with underlying impacted soils. This prohibition shall not apply to the following: (1) routine installation of landscaping; (2) utility installation or repair work; or (3) similar disturbances of landscaped areas provided that the capping material in these areas is replaced immediately upon the completion of the activity. This prohibition also shall not apply to non-routine construction, maintenance, or repair activities that disturb the Site cap provided that (1) at all times access to the disturbed area is limited to non-residential personnel involved in such construction, maintenance or repair activities, and (2) the capping material in the disturbed areas is replaced immediately upon completion of the construction, maintenance, or repair activities. Furthermore, groundwater use at the Site shall be restricted, and prior to being utilized in the future, will be evaluated in accordance with the requirements of Act 2 to confirm that it does not pose an unacceptable risk to human health.

The current Grantee of the Site shall periodically inspect and maintain the cap to ensure that underlying soils at the Site are not exposed to residential Site occupants.

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 any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said Grantor, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the messuage or tenement 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, and its successors and assigns does covenant, promise, grant and agree, to and with the said Grantee, its successors and assigns, by these presents, that it, the said Grantor and its successors and assigns, all and singular the hereditaments and premises hereby 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, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, him, her, them or any of them, shall and will, subject to the notice set forth in the following paragraph, WARRANT and forever DEFEND.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be duly executed on the day and year first above written.

WASHINGTON STREET ASSOCIATES
VI, LP, a Pennsylvania limited partnership

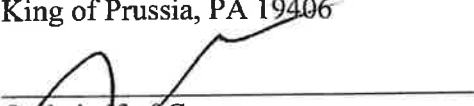
By: WASHINGTON STREET
ASSOCIATES VI ACQUISITION
CORPORATION, a Pennsylvania
corporation, its general partner

By: 

Name: J. Brian O'Neill
Title: Vice President

Grantee Address:

Millennium Waterfront Associates, II L.P.
2701 Renaissance Boulevard, 4th Floor
King of Prussia, PA 19406




On behalf of Grantee

STATE OF PENNSYLVANIA :
 :SS.
COUNTY OF MONTGOMERY :

On this, the 30th day of June, 2015, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared J. Brian O'Neill, known to me (or satisfactorily proven) to be the Vice President of WASHINGTON STREET ASSOCIATES VI ACQUISITION CORPORATION, a Pennsylvania corporation, the general partner of WASHINGTON STREET ASSOCIATES VI, LP, a Pennsylvania limited partnership, and as such Vice President, he acknowledged that he executed the foregoing instrument for the Grantor as Vice President.

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



Notary Public
My Commission Expires:

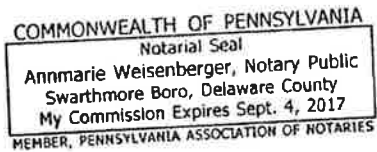


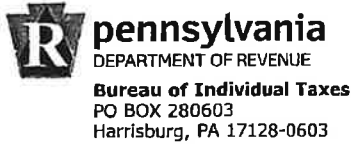
EXHIBIT A
LEGAL DESCRIPTION

Unit I

ALL THAT CERTAIN UNIT in the property known, named and identified as Millennium, a Condominium, located in Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S. 3101 et seq by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended and Restated Declaration of Condominium as in Deed Book 5667 Page 2249 and the Second Amendment to Amended and Restated Declaration of Condominium as in Deed Book 5691 Page 2492 and the Third Amendment to Amended and Restated Declaration of Condominium as in Deed Book 5805 Page 1514, being and designated as Unit I together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%).

BEING Parcel Number: 05-00-11856-13-6

BEING the same premises which Washington Street Associates IV, L.P., a Pennsylvania limited partnership by Deed dated 09/28/2007 and recorded 10/12/2007 in Montgomery County in Deed Book 5668 Page 1146 conveyed unto Washington Street Associates VI, L.P., a Pennsylvania limited partnership, in fee.



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	1089.89
Book Number	5962
Page Number	1783
Date Recorded	07-21-15

See reverse for instructions.

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

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Campbell Rocco Law, LLC		Telephone Number: (610) 205-1594	
Mailing Address 2701 Renaissance Boulevard, 4th Floor	City King of Prussia	State PA	ZIP Code 19406

B. TRANSFER DATA

Date of Acceptance of Document 07/02/2015			
Grantor(s)/Lessor(s) Washington Street Associates IV, L.P.	Telephone Number:	Grantee(s)/Lessee(s) Millennium Waterfront Associates, L.P.	Telephone Number:
Mailing Address 2701 Renaissance Boulevard, 4th Floor		Mailing Address 2701 Renaissance Boulevard, 4th Floor	
City King of Prussia	State PA	ZIP Code 19406	City King of Prussia
			State PA
			ZIP Code 19406

C. REAL ESTATE LOCATION

Street Address Millennium Condominium, Unit I		City, Township, Borough Borough of Conshohocken	
County Montgomery	School District Colonial	Tax Parcel Number 05-00-11856-13-6 ^{EA} 05-00-11856-00-1	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value 61,230.00	5. Common Level Ratio Factor x 1.78	6. Computed Value = 108,989.40

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 7/2/2015
---	------------------

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



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 APRIL 17, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-03

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

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

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

PREMISES INVOLVED: 5 Colwell Lane
Conshohocken, PA 19428
LI - Limited Industrial District/Research
FP - Floodplain Conservation District

OWNER OF RECORD: TS 16, LLC
15 St. Asaphs Road, Bala Cynwyd, PA 19004

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

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

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

Thank you,
Zoning Hearing Board



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 10th day of

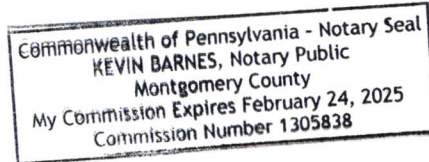
February, 2023

10th
February

[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:

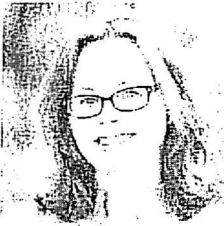
BY ORDER OF THE ZONING HEARING BOARD

	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: _____

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


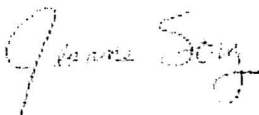
Document Type: Deed	Transaction #: 3510441 - 1 Doc (s)
Document Date: 01/17/2017	Document Page Count: 2
Reference Info:	Operator Id: msanabia

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

PROPERTY DATA:

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

ASSOCIATED DOCUMENT(S):

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

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

Case# 2017-03193-0 Docketed at Montgomery County Recorder of Deeds

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

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

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

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

ALL THAT CERTAIN PROPERTY SITUATE AND BEING KNOWN AS

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

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-00108-00-4 CONSHOHOCKEN

5 COLWELL LN
WRUBEL BERENICE
B 006 U 030 L 4280 DATE: 01/27/2017

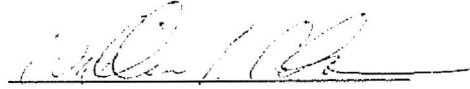
\$15.00
TG

{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, 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.

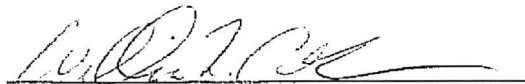


PROTHONOTARY

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

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

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 Serma, 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.

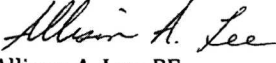
By **February 13, 2023**, you must come into compliance with the Borough ordinance by removing all existing box trailers and unsecured materials from within the Floodplain Conservation District.

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.

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

Sincerely,


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

cc: Ray Sokolowski
Stephanie Cecco
Chris Small



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 APRIL 17, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-05

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: Yigal Yaron
111 West Tenth Avenue

PREMISES INVOLVED: 111 West Tenth Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential 1

OWNER OF RECORD: Yigal Yaron
111 West Tenth Avenue, Conshohocken, PA 19428

The petitioner is seeking a variance from Sections 27-810.C.(2) and 27-1005.G of the Conshohocken Zoning Ordinance to allow for a 672 SF private garage when a maximum 450 SF garage is permitted; as well as, relief to allow for an approximately 65% impervious coverage on the site which exceeds the maximum 60% impervious coverage permitted within the BR-1 – Borough Residential 1 zoning district.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Date: April 12, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 111 West 10th Avenue - Zoning Determination

History of the Site:

111 West 10th Avenue is a single-family detached dwelling located within the BR-1 – Borough Residential District 1 zoning district. The 5,600 SF property is fronted by West 10th Avenue to the north; an unnamed alley to the south; and residential properties also located within the BR-1 zoning district in all other directions. Aside from the residential dwelling, there is an 8'x8' shed erected on a concrete pad in the rear yard located in the southwestern corner of property adjacent the unnamed alley.

Current Request:

Pursuant to a building permit application submission and in accordance with the zoning application, the Applicant, Yigal Yaron, is proposing to remove the existing 8'x8' shed and concrete pad to construct a private 24' wide x 28' long (672 SF) two (2)-car detached garage with storage for lawn equipment. The proposed detached garage will be placed at 3-foot setback from the property line and 5-foot setback from the alley cartway. The Applicant is proposing the detached garage will have a consistent architectural theme as the residential dwelling. In addition, the Applicant proposing a 29' wide x 40' long (1,160 SF) concrete pad adjacent to the proposed detached garage for additional off-street parking; as well as a 4' wide x 30' long (120 SF) walkway to connect the existing walkway located to the rear of the residential dwelling to the proposed detached garage.

After the zoning application submittal, and upon receipt of the stormwater management review comments of the permit application, the Applicant informed Conshohocken Borough on March 29, 2023 that he intends to remove the 1,160 SF concrete pad for the additional off-street parking and the proposed new 120 SF walkway connecting the existing walkway located to the rear of the residential dwelling to the proposed detached garage.

Zoning Determination:

Per the zoning Application, the Applicant is proposing a 672 SF two (2)-car detached garage; 1,160 SF concrete pad for additional off-street parking; and a 120 SF walkway located to the rear of the property.

The proposed private two (2)-car detached garage is considered an accessory building to the principal dwelling. In accordance with the Conshohocken Borough Zoning Code Section §27-811.C.(2), the size

limit for a private parking garage shall be a maximum of 450 SF in area. Since the Applicant is proposing a 672 SF private parking garage for the purpose of parking and storage of lawn equipment, the Applicant is required to seek a variance from Section §27-811.C.(2) to permit a 672 SF private parking garage which exceeds the 450 SF maximum size permitted for private garages and to allow the storage of lawn equipment within the private parking garage.

Furthermore, based on a review of the impervious coverages provided on the sketch plan of the site, it was determined that the total impervious coverage on the site will reach 3,630 SF (approx. 65%), which exceeds the 60% maximum impervious coverage permitted within the BR-1 zoning district, including the off-street parking allowance. Therefore, the Applicant would be required to seek a variance from Section §27-1005.G to permit the exceedance in the impervious coverage of the site. However, based on the subsequent March 29, 2023 correspondence from the Applicant, with the intended removal of the proposed 1,160 SF concrete pad for the additional off-street parking and the proposed new 120 SF walkway connecting the existing walkway located to the rear of the residential dwelling to the proposed detached garage, the total impervious coverage on the site will be 2,350 SF (approx. 42%) which would be in compliance with the Zoning Code Section §27-1005.G.

In conclusion, the Applicant will only be required to obtain a variance from Zoning Code Section §27-811.C.(2) to permit a 672 SF private parking garage which exceeds the 450 SF maximum size permitted for private garages and to allow the storage of lawn equipment within the private parking garage.



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

BOROUGH OF CONSHOHOCKEN
402 37 23 642120
RECEIVED

Zoning Application

Application: Z-2023-05
Date Submitted: 3/17/23
Date Received: 3/17/23

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Section 27-810.C.(2), Section 27-1005.G

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

111 W 10th Ave Conshohocken PA 19428

4. Applicant's Name: Yigal Yaron

Address: 111 W 10th Ave Conshohocken PA 19428

Phone Number (daytime): 6106087554

E-mail Address: yy1334@gmail.com

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

6. Property Owner: Yigal Yaron

Address: 111 W 10th Ave Conshohocken PA 19428

Phone Number: 610 608 7554

E-mail Address: yy1334@gmail.com

7. Lot Dimensions: 5662 ft^2 Zoning District: BR-1

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

Yes No If yes, please describe.

n/a

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

Home is currently a primary residence. There is an 8'x8' shed on a concrete pad at the edge of the back yard into the alley between the 100 block of W9th and W10th Ave.

10. Please describe the proposed use of the property.

Primary residence, with 3 new off street parking spaces attached to the rear alley. 2 in a garage to accommodate electric vehicle charging, and one on the exterior of the garage.

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

Removing the current 8'x8' shed and concrete pad. Replacing with new concrete pad to cover the width of our property line, allowing for the placement of a new 24' deep x 28' wide 2 car garage with storage for lawn equipment. Adding a new service meter for electricity so it can be wired for electric vehicle charging. A 3rd exposed off street parking spot on the portion of the pad not covered by the garage will be created. Garage would still be 3 ft from all property lines and set back 5ft from the alley. The garage will have the exact same color, brand, and style siding as the home to create a seamless appearance. A sidewalk will be placed from the existing back patio to the rear of the garage.

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

The zoning was created with a single lot in mind, this property has a double lot. This will help with street parking congestion and remove 2 to 3 vehicles from the front of the property. There are several other properties with structures as large or larger on the same alley. There will be zero negative impact on any neighbors or aesthetic of the neighborhood. This will allow us to pursue electric vehicles for personal use, which otherwise would not be possible/practical.

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

a. The unique characteristics of the property: Double lot

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

The zoning ordinance would not allow for a garage large enough to hold 2 full size vehicles and lawn equipment to maintain the property.

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

The majority of neighbors have garages leading to the alley in between 9th and 10th avenues, and the garage will perfectly match the house on the same property.

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.

This is the smallest size structure that would accommodate 2 full sized vehicles, and lawn equipment currently being stored in shed in back yard.

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

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

Section 27-810.C.(2)

"As discussed in our phone conversation this morning, and as you are already aware, the proposed size of your 672 SF garage exceeds the minimum 450 SF garage accessory building per Section 27-810.C.(2) of the Conshohocken Borough Zoning Code. In addition, we will need a site plan or sketch showing the proposed garage and concrete pad with the setbacks shown in relation to the existing dwelling and other existing site

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

The determination would not allow us to have a functional two car garage that can support electric vehicles, as well as storage for lawn equipment.

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

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

n/a

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

n/a

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

n/a

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

a. Attorney's Name: n/a

b. Address: n/a

c. Phone Number: n/a

d. E-mail Address: n/a

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

Yigal Yaron

Applicant

Yigal Yaron

Legal Owner


3/16/23

Date

COMMONWEALTH OF PENNSYLVANIA

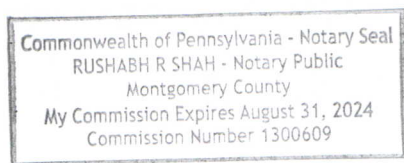
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 17th day of
March, 2023.



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: _____

RESIDENTIAL PURCHASE AGREEMENT

I. The Parties. This Real Estate Purchase Agreement ("Agreement") made on May 19 2021 ("Effective Date") between:

Two (2) individual(s) known as Yigal Yaron and Ruth Burke ("Buyers") with a mailing address of 221 e 7th ave Unit 2. Conshohocken, PA 19428.

AND

One (1) individual(s) known as Jayson R Goldberg ("Seller") with a mailing address of 605 Manor Drive, Horsham, Pennsylvania, 19044.

II. Legal Description. The real property is a single-family home with a mailing address of 111 West 10th Avenue, Conshohocken, Pennsylvania, 19428.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): Parcel# 05-00-10768-009

III. Personal Property. There shall be no personal property included in this Agreement or included in the purchase of the real property. All removable items from the real property, i.e. "non-fixtures", shall be retained by the Seller at closing.

The real property and personal property shall be collectively known as the "Property".

IV. Fixtures. The Parties agree that all fixtures located on or in the Property, including but not limited to storm windows, screens, shades, blinds, heating systems, HVAC components, stoves, air conditioners, pumps, electrical fixtures, and any other equipment, appliance, or furniture that is fixed in position shall be included in the sale of the Property. Refrigerator, Washer, Dryer

V. Earnest Money. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$5,000.00 as consideration by, May 21, 2021 05:00 PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted Shall not be placed in a separate trust or escrow account unless otherwise required under State law.

VI. Purchase Price and Terms. The Buyer agrees to purchase the Property by payment of \$675,000.00 (Six Hundred Seventy-Five Thousand dollars) as follows:

Page 1

Bank Financing. The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing through a conventional loan:

a.) In addition, Buyer agrees, within one (1) week of signed agreement of sale, to make a good faith loan application with a credible financial institution;

b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;

c.) The Buyer shall provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, on or before June 1 2021 and that the loan approval shall not be contingent on the lease, sale, or recording of another property;

d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section VI(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within five (5) business days from the date in Section VI(c);

e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section VI(c) regarding the financial institution, type of financing, or allocation of Closing costs; and

f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by a lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

VII. Sale of Another Property. Buyer's performance under this Agreement is contingent of Ruth Burke selling her property at 312 **Mohican** St, Lester, PA 19029 no later than June 15, 2021 and or with a closing date of no later than July 31, 2021.

VIII. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of Buyer. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property. The 2% transfer tax will be split equally, 1% each, by seller and buyer.

IX. Funds at Closing. Buyer and Seller agree before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

X. Closing Date. This transaction shall be closed on **July 31, 2021** 05:00 PM or earlier at the office of a

title company to be agreed upon by the Parties. Any extension of this date and time must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the date of Closing. Taxes due for prior years shall be paid by Seller.

XI. Survey. Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than June 2021, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within 20 business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

XII. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XIII. Title. Seller shall convey title to the property by Warranty Deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Buyer will order a Title Search Report.

Upon receipt of the Title Search Report, the Buyer shall have 5 business days to notify the Seller, in writing, of any matters disclosed in the report which is unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 20 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

Page 3

XIV. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until **June 11, 2021**.

After all inspections are completed, Buyer shall have until **June 18, 2021** to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have 5 business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, then, the Agreement may be terminated at Buyer's option.

XV. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XVI. Appraisal. Buyer's performance under this Agreement shall be contingent upon the appraisal of the Property being equal to or no less than \$650,000. If the Property does not appraise to at least \$650,000, or if the appraisal discovers lender-required repairs, the Parties shall have 5 business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

XVII. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVIII. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within five (5) business days with all parties being relieved of their obligations as set forth herein.

XIX. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

XX. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XXI. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section V. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XXII. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages or both.

XXIII. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXIV.

XXIV. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

a.) Mediation. If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to

Page 5

mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.

b.) Arbitration. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with State law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

c.) Exclusions. The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXV. Governing Law. This Agreement shall be interpreted in accordance with the laws in the State of Pennsylvania.

XXVI. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and same writing.

XXVII. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives and assigns, which therefore constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVIII. Business Days. Business days shall be defined as all days of the year excluding Saturdays, Sundays, and any federal or State holidays.

XXIX. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

Page 6

XXX. Confidentiality. Buyer and Seller agree to mutually hold all details of this Agreement confidential with the exception of licensed real estate agents, attorneys, lenders, lending officers, inspection agents, appraisers, government officials, title officers, and any other individuals deemed necessary in order to perform the transaction at Closing. The Parties authorize the lender or any closing agent to prepare a closing disclosure or settlement statement for release to the Parties and their licenses prior to, at, and after the Closing.

XXXI. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by June 30 2021 05:00 PM.

XXXII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to

execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXXIII. Possession After Closing. Buyer shall obtain possession and occupancy of the Property at Closing. Furthermore, the Property shall be free of all tenants and occupants as well as debris, and all personal property not listed in this Agreement. Seller is to transfer possession of the Property in the same condition as the Effective Date excepting reasonable wear and tear.

XXXIV. Walk-Through. Buyer shall have the right to perform a walk-through of the Property within twenty-four (24) hours of the Closing.

XXXV. Licensed Real Estate Agent(s). No agents will be used in sale.

XXXVI. Disclosures. It is acknowledged by the Parties that the Property may have been constructed prior to 1978 requiring the Buyer and Seller to initial and sign the attached Lead-Based Paint Disclosure Form.

In accordance with Title 68, Chapter 73, Section 7304 of the Pennsylvania Consolidated Statutes, the Seller of residential real property shall furnish to Buyer a completed copy of the Property Disclosure

Page 7

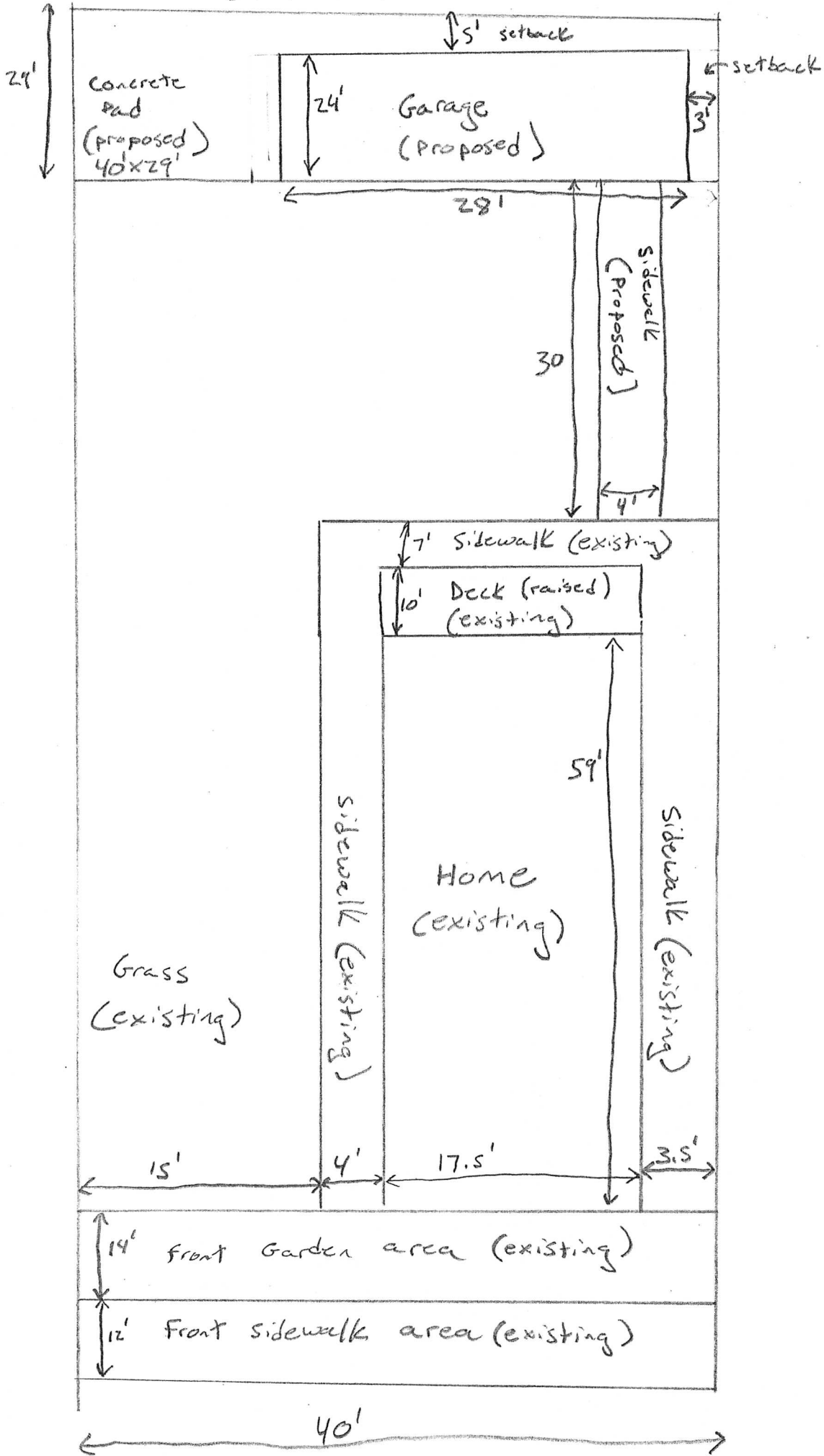
Statement before the Buyer makes a written offer. Buyer acknowledges receipt of said Disclosure Statement with their signature herein.

XXXVII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

XXXVIII. Items to be completed before transfer ow ownership.

- 1) Install washer and dryer
- 2) Remove 2 concrete posts in back of yard near alleyway.

To Alley



111'

40'



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 APRIL 17, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-04

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: Millennium III Office Owner, LLC and Millennium IV
Land Owner, LLC
160 Clubhouse Road, King of Prussia, PA 19406

PREMISES INVOLVED: 227 Washington Street
Conshohocken, PA 19428
SP-2 - Specially Planned District 2
FP - Floodplain Conservation District

OWNER OF RECORD: Millennium III Office Owner, LLC and Millennium IV
Land Owner, LLC
160 Clubhouse Road, King of Prussia, PA 19406

The petitioner is seeking a variance from Sections 27-1506.B.(4); 27-1714.1.A, B, & K; and 27-1716.1.C of the Conshohocken Zoning Ordinance related to site improvements involving building alterations for a roof canopy addition at the western entrance of the building; expansions of the existing building in the direction of the Schuylkill River streambank; placement of fill; sidewalk construction; and stormwater facilities located within the 100-year floodplain. In addition, relief is requested to exclude foundation plantings around the building expansions to match existing conditions, whereas landscaping with a combination of evergreen and deciduous trees and shrubs are required as foundation plantings.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Date: April 12, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 227 Washington Street (a.k.a. (Millennium III) – Zoning Determination

History of the Site:

227 Washington Street (a.k.a. as Millennium III) is associated with the Millennium development which comprises a total of fourteen (14) separate parcels. There are existing commercial buildings located on the 225 and 227 Washington Street and 20 Ash Street parcels and residential condominium buildings located at the 301 Washington Street parcels, with the remaining parcels improved with off-street parking and open space. The entire Millennium development is located within the SP-2 – Specially Planned District 2 zoning district and the one-hundred year floodplain and subject to the FP – Floodplain Conservation Overlay District regulations. The 227 Washington Street site is fronted by Washington Street to the north; Poplar Street and residential multi-family condominiums to the east; commercial properties to the west; and the Schuylkill River to the south.

Current Request:

The Applicants, Millennium III Office Owner, LLC and Millennium IV Land Owner, LLC, is proposing the following:

- Approximately 20' wide x 30' long building extensions at the southeast and southwest corners of the existing Millennium III commercial building in the direction of the Schuylkill River;
- pedestrian walkway to the building extensions; and,
- roof canopy, landscaping, and hardscaping on the western side of the Millennium III building.

Zoning Determination:

The Applicants are seeking variances from the Conshohocken Borough Zoning Code Sections §27-1506.B.(4); §27-1714.1.A, B, and K; and §27-1716.1.C.

The Applicant is not proposing landscaping at the building foundations for the building extensions, therefore, the Applicant is required to obtain a variance from Zoning Code Section §27-1506.B.(4) which requires all buildings to be landscaped with a combination of evergreen and deciduous trees and shrubs as foundation plantings; i.e., plantings to be installed in proximity to the building facades.

Within the FP – Floodplain Conservation Overlay District, new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences as well as, placement of fill

and installation of stormwater basins, including necessary berms and outfall facilities within the one-hundred year floodplain are prohibited in accordance with §27-1714.1.A, B, and K, respectively. Therefore, the Applicants are required to obtain a variance from Zoning Code Sections §27-1714.1.A, B, and K, respectively, due to the proposed excavation, backfilling, and construction involved with the site improvements involving the building extensions, pedestrian walkways, roof canopy, and drainage discharges on the site.

Furthermore, no expansion or enlargement of an existing structure shall be undertaken in the direction of the streambank. Since the proposed building extensions located at the southeast and southwest corners of the existing building are being expanded in the direction of the Schuylkill River streambank, the Applicant is required to obtain a variance from Zoning Code Section §27-1716.1.C.



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

BOROUGH OF CONSHOHOCKEN
 MAR 17 '23 PM 12:10
 RECEIVED

Zoning Application

Application: 2-2023-04
 Date Submitted: 3/17/23
 Date Received: 3/17/23

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Sections 27-1714.1.A,B,K; 27-1506.B.(4); 27-1716.1.C

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

227 Washington Street, Conshohocken, PA 19428

4. Applicant's Name: Millennium III Office Owner, LLC and Millennium IV Land Owner, LLC

Address: 160 Clubhouse Road, King of Prussia, PA 19406

Phone Number (daytime): 919-259-6233

E-mail Address: jnickel@morganproperties.com

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

6. Property Owner: Millennium III Office Owner, LLC and Millennium IV Land Owner, LLC

Address: 160 Clubhouse Road, King of Prussia, PA 19406

Phone Number: 919-259-6233

E-mail Address: jnickel@morganproperties.com

7. Lot Dimensions: 13.49 AC Zoning District: SP-2

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 overall property consists of two office buildings, along with two residential building complexes. The existing office buildings are approximately 100' x 377', and the residential complexes are approximately 270' x 270'. The overall property is supported by surface parking, driveways, and open green space.

10. Please describe the proposed use of the property.

The project intends to keep the same uses for the overall property.

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

The applicant is proposing a building expansion at the southwest and southeast corners of the 227 Washington Street office building. Each corner expansion is roughly 20' x 30' and will include supporting sidewalk.

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

As the entire property lies within the Floodplain Conservation District, the proposed work cannot avoid development within this boundary. Regarding foundation plantings, there are no existing foundation plantings around the existing building to match this intent.

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

a. The unique characteristics of the property: The entire property lies within the Floodplain Conservation District. There are no existing foundation plantings around the existing building.

b. How the Zoning Ordinance unreasonably restricts development of the property: Several developments exist along the Schuylkill River that would also be situated within the Floodplain Conservation District.

c. How the proposal is consistent with the character of the surrounding neighborhood. The project proposes to keep the uses the same as existing, and is simply proposing a small expansion to an existing building.

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. Regardless of the extent of work proposed, (although the project proposes a minimal amount of construction), any work within the property would require relief from the Floodplain Conservation District.

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

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

Not Applicable

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

Not Applicable

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

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

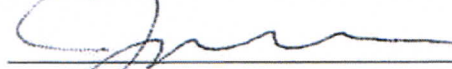
a. Attorney's Name: Matthew J. McHugh

b. Address: 1835 Market Street, Suite 1400, Philadelphia, PA 19103

c. Phone Number: 215-569-1662

d. E-mail Address: mmchugh@klehr.com

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



Applicant

Millennium III Office Owner, LLC and Millennium IV Land Owner, LLC

Legal Owner

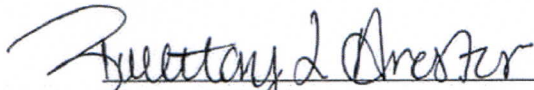
1/19/23

Date

COMMONWEALTH OF ~~PENNSYLVANIA~~ Delaware

COUNTY OF ~~MONTGOMERY~~ New Castle

As subscribed and sworn to before me this 19th day of January, 2023.



Notary Public

(Seal)



**BOROUGH OF CONSHOHOCKEN
ZONING HEARING BOARD**

ADDENDUM TO ZONING HEARING BOARD APPLICATION

Applicant: Millennium III Office Owner LLC (Unit B Owner)
Millennium IV Land Owner LLC (Unit J Owner)
160 Clubhouse Road
King of Prussia, PA 19406

Owner: Same as Applicant

Subject Property: Millennium III (Unit B)
227 Washington Street
Conshohocken, PA
Tax Parcel: 05-00-11856-94-6

Millennium IV (Unit J)
Tax Parcel No. 05-00-11856-14-5

Attorney: Matthew J. McHugh, Esquire
Leonard B. Altieri, III, Esquire
KLEHR HARRISON HARVEY BRANZBURG, LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103
MMcHugh@klehr.com / LAltieri@klehr.com
215-569-1662 / 215-569-4364

Relief Requested:

1. A variance from Section 27-1714.1(A), (B) and (K) of the Borough of Conshohocken Zoning Ordinance (the "Zoning Ordinance") to permit construction within the 100-year floodplain;
2. A variance from Section 27-1716.1.C of the Zoning Ordinance to permit expansion and enlargement of an existing building in the direction of a streambank;
3. A variance from Section 27-1506.B(4) of the Zoning Ordinance to exclude foundation planting around the building to match existing conditions, whereas a combination of evergreen and deciduous trees and shrubs are required for foundation planting.

Summary of Relief:

The Applicants, Millennium III Office Owner LLC and Millennium IV Land Owner LLC, are the legal owners of legal owners of the Millennium III office building and the adjacent land between the office building and the Schuylkill River, respectively. The Applicants are affiliate entities of Morgan Properties, who is a owner and operator of multi-family apartment buildings throughout the United States. Over the past few years, Morgan Properties has acquired a majority of the parcels in the Millennium Complex. Specifically, they now own the parcels containing the Millennium I, II, and III office buildings and the four (4) undeveloped parcels between the office buildings and the Schuylkill River. The only parcels they don't own in the Millennium Complex are the Lumina (formerly Londonbury) Apartments and the parking lot between the Millennium I and II office buildings.

Morgan Properties is presently in the process of relocating their corporate headquarters from King of Prussia to the Millennium III and part of the Millennium II office buildings. In addition to renovations and updating of the interior of the building, they also are proposing an approximately 1,300 square foot addition to the southern portion of the Millennium III building; an approximately 120 square foot roof canopy over the building entrance located between the Millennium II and Millennium III buildings; and associated modifications to pedestrian walkways and landscaping providing connections to and surrounding the Millennium II and Millennium III buildings. The southern building expansion will encroach slightly onto Unit J property and will be documented through an appropriate between the two Units.

In connection with the proposed improvements, the Applicants seek certain variances from the Zoning Ordinance. First, the Applicants seek variances from Section 1714.1 of the Zoning Ordinance relating to construction within the 100 year floodplain. Here, the entire Millennium Complex is located within the 100 year floodplain and no development could occur without relief from the Zoning Ordinance. In connection with the Application, the Applicants' Engineer, Bohler Engineering, studied the impact of the proposed development within the floodplain and concluded that there would not be any change in the Schuylkill River BFE (base flood elevation). The Applicants are also seeking a variance from Section 1716.1.C of the Zoning Ordinance which prohibits building expansion in the direction of the streambank. Here, the southern expansion of the Millennium III building is towards the Schuylkill River, however, the proposed expansion simply squares off the corners of the existing building and does not result in any building footprint closer to the Schuylkill River than presently exists today. Finally, the Applicants are seeking a variance from Section 1506.B(4) of the Zoning Ordinance which would require foundation plantings in the area of the southern building area. There are presently not any foundation plantings along either the Millennium II or Millennium III buildings and the variance is requested in order to maintain existing conditions for the building expansion. The Applicants are providing some additional landscaping and hardscaping in the area of proposed canopy at the entrance to the Millennium III building.

Conclusion:

At the hearing on this matter, the Applicant will present sufficient credible testimony and evidence to support its entitlement to the Relief Requested.



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"/>

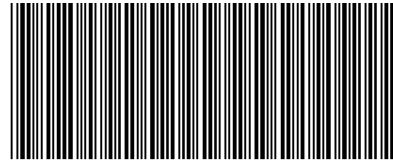
DATE OF ORDER: _____



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 6119 PG 02340 to 02347.1
INSTRUMENT # : 2018087768
RECORDED DATE: 12/24/2018 12:48:36 PM



4310420-0022B

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 9

Document Type: Deed
Document Date: 12/19/2018
Reference Info:

Transaction #: 4496130 - 4 Doc(s)
Document Page Count: 7
Operator Id: ebossard

RETURN TO: (Simplifile)
MONTGOMERY MADISON ABSTRACT, LP
1125 OCEAN AVE STE 1010
LAKEWOOD, NJ 08701
(732) 333-2686

PAID BY:
MONTGOMERY MADISON ABSTRACT LP

*** PROPERTY DATA:**
Parcel ID #: 05-00-11856-94-6
Address: 227 WASHINGTON ST
CONDO B
PA
Municipality: Conshohocken Borough
(100%)
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$10.00
TAXABLE AMOUNT: \$15,046,000.00

DEED BK 6119 PG 02340 to 02347.1
Recorded Date: 12/24/2018 12:48:36 PM

FEES / TAXES:

Recording Fee:Deed	\$86.75
Affidavit Fee	\$1.50
Additional Pages Fee	\$6.00
Affordable Housing Pages	\$6.00
State RTT	\$150,460.00
Conshohocken Borough RTT	\$75,230.00
Colonial School District RTT	\$75,230.00
Total:	\$301,020.25

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

After recording, please return to:

Peter L. Kogan
 REED SMITH LLP
 Reed Smith Centre
 225 Fifth Avenue
 Pittsburgh, PA 15222-2716

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
 05-00-11856-94-6 CONSHOHOCKEN BOROUGH
 227 WASHINGTON ST CONDO B
 SF III CONSHOHOCKEN LLC \$15.00
 B 018 L B U 024 4500 12/24/2018 JU

PARCEL NO. 05-00-11856-94-6

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is dated as of December 19, 2018 but made effective as of December 20, 2018.

SFIII CONSHOHOCKEN, LLC, a Delaware limited liability company, whose mailing address is c/o Stabilis Capital Management, LP, 767 Fifth Avenue, 12th Floor, New York, NY 10153, Attn: Joseph J. Tusso ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by MILLENNIUM III OFFICE OWNER LLC, a Delaware limited liability company, whose mailing address is 160 Clubhouse Road, King of Prussia, PA 19406, Attn: Michael Schecter ("Grantee"), the receipt and sufficiency of which consideration are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD AND CONVEYED and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee the following (collectively the "Property"):

ALL that certain real property described on the attached Exhibit "A", together with all improvements thereon and appurtenances thereto, and all the estate, right, title, interest, property, claim and demand whatsoever, of the said Grantor, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

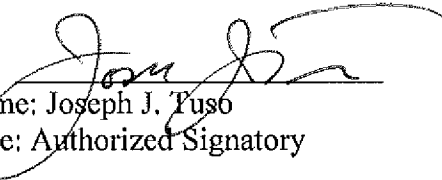
UNDER AND SUBJECT to all matters of record, without intending to reimpose the same, provided that such matters remain operative and valid in connection with the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby covenants and agrees that Grantor will WARRANT SPECIALLY the property hereby conveyed.

[Signature page follows.]

GRANTOR


SFIII CONSHOHOCKEN, LLC, a Delaware limited liability company

By: 
Name: Joseph J. Tusso
Title: Authorized Signatory

STATE OF NEW YORK
COUNTY OF NEW YORK

On this, the 19th day of December, 2018, before me, the undersigned officer, personally appeared Joseph J. Tusso, who acknowledged himself to be the Authorized Signatory of SFIII CONSHOHOCKEN, LLC, a Delaware limited liability company, and that he as such Authorized Signatory being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company, by himself as such Authorized Signatory.

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



Notary Public

Printed Name: Karen Duong

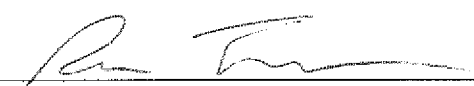
My Commission Expires: 1/29/22



CERTIFICATE OF RESIDENCE

I, the undersigned, do hereby certify that the precise residence of Grantee is: 160 Clubhouse Road, King of Prussia, PA 19406, Attn: Michael Schechter

Witness my hand and seal this 20th day of December, 2018.



Agent for Grantee

EXHIBIT A**Legal Description**

ALL THAT CERTAIN unit designated as Unit Number B named and identified in the Declaration of Condominium referred to below as Millennium, a Condominium located in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act, 68 P.S.A. Section 3101, et. Seq., by the recording in the Office of the Recorder of Deeds in and for the County of Montgomery, of a Declaration of Condominium recorded in Deed Book 5335 Page 2384, being and designated in such Declaration as Unit No. B, together with a proportionate undivided interest in the Common Elements, as defined in such Declaration and any and all Amendments thereto, as the same may change from time to time. First Amendment recorded in Deed Book 5667 Page 2249, Second Amendment recorded in Deed Book 5691 Page 2492 and Third Amendment recorded in Deed Book 5805 Page 1514.

TOGETHER with all right, title and interest of, in and to the Limited Common Elements designated for this this Unit in the Declaration of Condominium including the Plats and Plans.

BEING PARCEL NO. 05-00-11856-94-6

BEING a portion of the premises which Washington Street Associates II, L.P., a Pennsylvania limited partnership, by Deed in Lieu of Foreclosure dated 04/11/2016 and recorded 04/13/2016 in Montgomery County at Deed Book 5994 Page 2966, granted and conveyed unto SFIII Conshohocken, LLC, a Delaware limited liability company, in fee.

...

EXHIBIT B**Permitted Exceptions**

1. All matters shown on the Plan as recorded in the Recorder's Office of Montgomery County, Pennsylvania in Plan Book 30 Page 197.
2. Rights granted to Verizon of Pennsylvania, Inc. as set forth in Deed Book 5407 Page 1027, Deed Book 5407 Page 1031, and Deed Book 5407 Page 1035.
3. Rights, Liberties, Privileges and Easements as set forth in Deed Book 2664 Page 311, Deed Book 2920 Page 186, and Deed Book 5254 Page 1348.
4. Parking Garage and Access Easement Agreement by and between Washington Street Associates II, L.P., Millennium Condominium Association, and Conshohocken Associates, LP as set forth in Deed Book 5499 Page 2217, as amended and restated pursuant to that certain Amended and Restated Parking Garage and Access Easement Agreement recorded in Deed Book 5642 Page 1733.
5. Site Development Agreement by and between Borough of Conshohocken and Washington Street Associates II, L.P., Washington Street Associates IV, L.P., Washington Street Associates V, L.P., Washington Street Associates VI, L.P., Washington Associates, L.P., as set forth in Deed Book 5669 Page 505., as assigned pursuant to that certain Assignment of Site Development Agreement and Maintenance Escrow Agreement recorded in Deed Book 5807 Page 77.
6. Permitted Exceptions as set forth in Deed Book 5994 Page 2977.
7. Any matters disclosed by an ALTA/NSPS survey made by MDM for Commercial due Diligence Services on January 19, 2018, last revised January 30, 2018, designated Job Number 17-12-0195:013.
8. Public and private rights to that portion of the Property lying in the bed of Poplar Street.
9. All matters shown on the Plan as recorded in the Recorder's Office of Montgomery County, Pennsylvania in Plan Book A44 Page 1, and Plan Book 30 Page 197.
10. Rights granted to Philadelphia Electric Company as set forth in Deed Book 3410 Page 239, Deed Book 4029 Page 144, Deed Book 4029 Page 146 and Deed Book 5084 Page 1006.
11. Cross-Easement Agreement by and between AMCAR Associates and David Smith Steel Company, Inc. as set forth in Deed Book 4685 Page 354.
12. Easement by and between AMCAR Associates, and Lawrence H. Brown and Charles A. Bradley as set forth in Deed Book 4699 Page 1974.

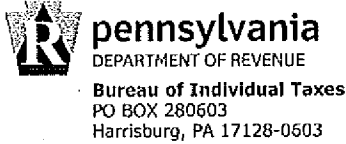
13. Rights granted to The Bell Telephone Company as set forth in Deed Book 4706 Page 260.
14. Easement by and between Montgomery County Industrial Development Authority, AMCAR Associates, and Lawrence H. Brown and Charles A. Bradley as set forth in Deed Book 4720 Page 467.
15. Landlord/Mortgagee Consent and Waiver by and between SCS Partnership and Carson Concrete Corporation as set forth in Deed Book 4921 Page 2300.
16. Terms and conditions of Lease to Floating Corporation as evidenced by an Agreement thereof recorded in Deed book 5080 Page 733, lessor's interest as assigned to Washington Street Associates II, L.P. by Assignment and Assumption of Lease recorded in Deed Book 5307 Page 1823 and lessee's interest as assigned to WSA II Boat, LLC, as permitted nominee or assignee of O'Neill Properties Group, L.P. by Assignment and Assumption of Lease recorded in Deed Book 5307 Page 1831.
17. Rights granted to Bell Atlantic Pennsylvania as set forth in Deed Book 5129 Page 1674, and Deed Book 5138 Page 1889.
18. Conditions and Reservations as set forth in Deed Book 5240 Page 661.
19. Access, Parking and Utilities Easement Agreement by and between Washington Street Associates, L.P. and Washington Street Associates II, L.P. as set forth in Deed Book 5309 Page 1621.
20. Declaration of Access and Utilities Easement as set forth in Deed Book 5309 Page 1641, as assigned pursuant to Memorandum of Assignment of Declaration of Access and Utilities Easement recorded in Deed Book 5642 Page 1600.
21. Protective Covenants Agreement by and between Washington Street Associates II, L.P., Millennium Condominium Association, and Washington Street Associates, L.P. as set forth in Deed Book 5335 Page 2358, as amended pursuant to (i) that certain Amendment to Protective Covenants Agreement recorded in Deed Book 5450 Page 2014 and (ii) that certain Amended and Restated Protective Covenants Agreement recorded Deed Book 5588 Page 1216, subject to Notices Pursuant to Amended and Restated Protective Covenants Agreement recorded in Deed Book 5594 Page 217, Deed Book 5668 Page 1152, Deed Book 5668 Page 1158, Deed Book 5962 Page 1791, Deed Book 5962 Page 2078, and Deed Book 5963 Page 846.
22. Covenants, conditions, restrictions, easements, limitations, reservations, terms, lien rights, provisions and charges, including, but not limited to, the use of, and the rights of others in and to the use of common elements, as set forth in the Declaration of Condominium, recorded 10/20/2000 as Deed Book 5335 Page 2384, Amended and Restated Declaration of Condominium recorded on 04/11/2007 in Deed Book 5642 Page 1661, First Amendment to Amended and Restated Declaration of Condominium recorded on 10/09/2007 in Deed Book 5667 Page 2249, Second Amendment to Amended and Restated Declaration of Condominium recorded on 05/08/2008 in Deed Book 5691 Page 2492, Third Amendment

- to Amended and Restated Declaration of Condominium recorded on 06/28/2011 in Deed Book 5805 Page 1514, and any and all subsequent amendments thereto.
23. Condominium Declaration Estoppel and Agreement recorded in Deed Book 5642 Page 1760.
 24. Easement Agreement and Estoppel Agreement recorded in Deed Book 5642 Page 1775.
 25. Rights granted to Verizon Pennsylvania, Inc. as set forth in Deed Book 5407 Page 1027, Deed Book 5407 Page 1031, and Deed Book 5407 Page 1035.
 26. Parking Garage and Access Easement Agreement by and between Washington Street Associates II, L.P., Millennium Condominium Association, and Conshohocken Associates, LP as set forth in Deed Book 5499 Page 2217, as amended and restated pursuant to that certain Amended and Restated Parking Garage and Access Easement Agreement recorded in Deed Book 5642 Page 1733.
 27. Easement Agreement by and between Washington Street Associates Residential Partners, L.P., Washington Street Associates II, L.P., Washington Street Associates IV, L.P., and Millennium Condominium Association as set forth in Deed Book 5588 Page 1245, subject to Notice Regarding Easement Agreement recorded in Deed Book 5594 Page 223.
 28. Access, Parking and Construction Cross Easement Agreement by and between Washington Street Associates II, L.P., Washington Street Associates IV, L.P., Millennium Condominium Association, and The Borough of Conshohocken as set forth in Deed Book 5667 Page 2205.
 29. Site Development Agreement by and between Borough of Conshohocken, and Washington Street Associates II, L.P., Washington Street Associates IV, L.P., Washington Street Associates V, L.P., Washington Street Associates VI, L.P., Conshohocken Associates, L.P. as set forth in Deed Book 5669 Page 505, as assigned pursuant to that certain Assignment of Site Development Agreement and Maintenance Escrow Agreement recorded in Deed Book 5807 Page 77.
 30. Parking Easement Agreement by and between Washington Street Associates IV, L.P., Washington Street Associates VI, L.P., and Washington Street Associates II, L.P. as set forth in Deed Book 5811 Page 540.
 31. Access Easement and Cooperation Agreement by and between Washington Street Associates II, L.P., Londonbury Apartments, LP, and Borough of Conshohocken Sewer Authority as set forth in Deed Book 5886 Page 1222.
 32. Deed of Easement and Dedication of Sanitary Sewer Facilities Located in Borough of Conshohocken, Montgomery County, Pennsylvania by and between Washington Street Associates II, L.P., Londonbury Apartments, LP, and Borough of Conshohocken Sewer Authority as set forth in Deed Book 5886 Page 1238.
 33. Riparian rights of others in and to Schuylkill River crossing or abutting Property.

34. Laws and authority of the Federal and State governments, their political subdivisions and agencies, to regulate commerce and navigation over that portion of the Property extending beyond the high water marks of Schuylkill River; and to exert governmental title and ownership in the area lying beyond the original low water mark.

UNOFFICIAL COPY
DEED 6119 02340

REV-183 EX (2-15)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	\$150,460.00
Book Number	6119
Page Number	02340
Date Recorded	12/24/2018 12:48:36 PM

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

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Peter L. Kogan	Telephone Number: (412) 288-7181
Mailing Address 225 Fifth Avenue	City Pittsburgh
	State PA
	ZIP Code 15203

B. TRANSFER DATA

Date of Acceptance of Document 12/24/2018	
Grantor(s)/Lessor(s) SFIII Conshohocken, LLC	Telephone Number: (212) 256-8970
Grantee(s)/Lessee(s) Millennium III Office Owner LLC	Telephone Number:
Mailing Address 767 Fifth Avenue, 12th Floor	Mailing Address 160 Clubhouse Road
City New York	State NY
ZIP Code 10153	City King of Prussia
	State PA
	ZIP Code 19406

C. REAL ESTATE LOCATION

Street Address 227 Washington Street	City, Township, Borough Conshohocken
County Montgomery	School District Colonial School District
	Tax Parcel Number 05-00-11856-946

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 15,046,000.00	2. Other Consideration +0.00	3. Total Consideration = 15,046,000.00
4. County Assessed Value 6,336,620.00	5. Common Level Ratio Factor x 1.96	6. Computed Value = 12,419,187.20

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

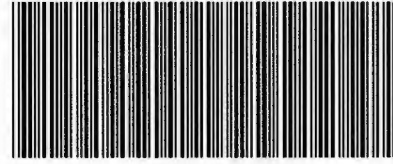
Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>[Signature]</i>	Date 12/18/18
---	------------------

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



DEED BK 6288 PG 02432 to 02444
INSTRUMENT # : 2022067207
RECORDED DATE: 06/27/2022 08:22:38 AM



6122555-00230

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 13

Document Type: Deed	Transaction #: 6610525 - 5 Doc(s)
Document Date: 06/01/2022	Document Page Count: 12
Reference Info:	Operator Id: sford

RETURN TO: (Simplifile) MONTGOMERY MADISON ABSTRACT, LP 1125 OCEAN AVE STE 1010 LAKEWOOD, NJ 08701 (732) 333-2686	PAID BY: MONTGOMERY MADISON ABSTRACT LP
--	---

*** PROPERTY DATA:**

Parcel ID #:	05-00-11856-10-9	05-00-11856-11-8	05-00-11856-12-7
Address:	WASHINGTON ST CONDO E PA	WASHINGTON ST CONDO F PA	WASHINGTON ST CONDO G PA
Municipality:	Conshohocken Borough (100%)	Conshohocken Borough (0%)	Conshohocken Borough (0%)
School District:	Colonial	Colonial	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$8,750,000.00	DEED BK 6288 PG 02432 to 02444
TAXABLE AMOUNT: \$8,750,000.00	Recorded Date: 06/27/2022 08:22:38 AM

FEES / TAXES:

Recording Fee:Deed	\$86.75
Affidavit Fee	\$1.50
Additional Pages Fee	\$16.00
Additional Parcels Fee	\$60.00
Affordable Housing Pages	\$16.00
Affordable Housing Parcels	\$2.00
State RTT	\$87,500.00
Conshohocken Borough RTT	\$43,750.00
Colonial School District RTT	\$43,750.00
Total:	\$175,182.25

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By:

Kleinbard LLC
1717 Arch Street, 5th Floor
Philadelphia, PA 19103

When Recorded, Return To:

Morgan Properties Acquisition Company LLC
c/o Morgan Properties
160 Clubhouse Road
King of Prussia, PA 19406
Attention: Michael Schechter

Tax Parcel # Tax ID / Parcel No. 05-00-11856-10-9 (UNIT E)
Tax ID / Parcel No. 05-00-11856-11-8 (UNIT F)
Tax ID / Parcel No. 05-00-11856-12-7 (UNIT G)
Tax ID / Parcel No. 05-00-11856-93-7 (UNIT H)
Tax ID / Parcel No. 05-00-11856-14-5 (UNIT J)

SPECIAL WARRANTY DEED

THIS INDENTURE is executed on June 1, 2022, and effective as of June 8, 2022, between **TPT MILLENNIUM, LLC**, a Delaware limited liability company (hereinafter called the "Grantor") and **MILLENNIUM IV LAND OWNER LLC**, a Delaware limited liability company (hereinafter called the "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of EIGHT MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$8,750,00.00) lawful money of the United States of America, unto it well and truly paid by the Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and conveyed, and by these presents does grant, bargain and sell, release and convey unto the Grantee, its successors and assigns,

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

UNDER AND SUBJECT to all covenants, conditions, restrictions, easements, rights of way and reservations of record, to the extent valid, subsisting and enforceable.

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

otherwise howsoever, of, in and to the same and every part thereof.

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

UNDER AND SUBJECT, as aforesaid.

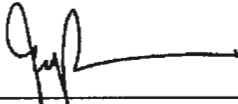
AND the Grantor, for itself and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, by these presents, that it, the Grantor and its successors and assigns, all and singular the buildings, hereditaments and premises hereby granted or mentioned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

[Signature on next page]

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

GRANTOR:

TPT MILLENNIUM, LLC, a Delaware limited liability company


By: 
Name: Gregory Pinkus
Title: Authorized Signatory

STATE OF NEW YORK)

COUNTY OF NEW YORK)

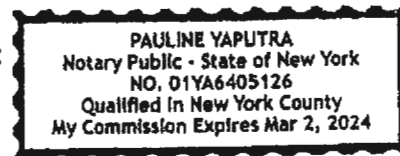
ON THIS, the 1st day of June, 2022, before me, the undersigned office, personally appeared Gregory Pinkus who acknowledged him/herself to be the Authorized Signatory of TPT MILLENNIUM, LLC, a Delaware limited liability company, and that he/she as such office, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as said officer.

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


Notary Public

My Commission expires:

(Notarial Seal)




Certification of Address

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

c/o Morgan Properties
112 S. French Street, Suite 105-MP
Wilmington, DE 19801

MILLENNIUM IV LAND OWNER LLC,
a Delaware limited liability company

By: 
Name: _____
Title: _____

Jason A. Morgan
Vice-President

[signature page to Special Warranty Deed – Millennium IV]

Exhibit "A"**Legal Description****UNIT E**

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et see by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit E together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 2.5%.)

BEING Parcel Number: 05-00-11856-10-9 - (Unit E)

UNIT E is the same real property being described as follows:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE), SAID POINT BEING LOCATED THE FOLLOWING COURSE AND DISTANCE FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE), ALONG THE EASTERLY SIDE OF ASH STREET SOUTH 02 DEGREES 34 MINUTES 00 SECONDS WEST, 295.10 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND THE LANDS NOW OR FORMERLY CONSHOHOCKEN ASSOCIATED, L.P., SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 110.72 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND "UNIT F", SOUTH 02 DEGREES 33 MINUTES 59 SECONDS WEST, 197.16 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND THE LANDS NOW OR FORMERLY THREE TOWER BRIDGE ASSOCIATES THE FOLLOWING TWO COURSES AND DISTANCES; 1) NORTH 73 DEGREES 57 MINUTES 09 SECONDS WEST, 49.60 FEET TO A POINT, 2) NORTH 60 DEGREES 25 MINUTES 12 SECONDS WEST, 70.14 FEET TO A POINT ON THE EASTERLY SIDE OF ASH STREET, THENCE CONTINUING ALONG SAID SIDE OF ASH STREET, NORTH 02 DEGREES 34 MINUTES 00 SECONDS EAST, 153.75 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING 19,833 SF (0.455 ACRES) OF LAND MORE OR LESS.

BEING PARCEL NUMBER: 05-00-11856-10-9 - (UNIT E)

UNIT F

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et see

by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit F together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%.)

BEING Parcel Number: 05-00-11856-11-8 - (Unit F)

UNIT F is the same real property being described as follows:

BEGINNING AT A POINT AT THE NORTHWESTERN CORNER "UNIT F" AND THE NORTHEASTERN CORNER OF "UNIT E", SAID POINT BEING LOCATED THE FOLLOWING TWO COURSES AND DISTANCES FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE) AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE), 1) ALONG THE EASTERLY SIDE OF ASH STREET SOUTH 02 DEGREES 34 MINUTES 00 SECONDS WEST, 295.10 FEET TO A POINT, 2) THENCE LEAVING SAID LINE SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 110.72 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT F" AND THE LANDS NOW OR FORMERLY CONSHOHOCKEN ASSOCIATES, L.P. AND "UNIT I", SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 154.35 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT F" AND "UNIT G", SOUTH 02 DEGREES 33 MINUTES 59 SECONDS WEST, 234.16 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT F" AND THE LANDS NOW OR FORMERLY THREE TOWER BRIDGE ASSOCIATES, NORTH 73 DEGREES 57 MINUTES 09 SECONDS WEST, 158.72 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND "UNIT F", NORTH 02 DEGREES 33 MINUTES 59 SECONDS EAST, 197.16 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING. CONTAINING 33,287 SF (0.764 ACRES) OF LAND MORE OR LESS.

UNIT G

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et seq by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit G together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%.)

BEING Parcel Number: 05-00-11866-12-7 - (Unit G)

UNIT G is the same real property being described as follows:

BEGINNING AT A POINT AT THE CORNER OF THE NORTHERLY PROPERTY LINE OF "UNIT G" AND THE NORTHERLY PROPERTY LINE OF "UNIT F", SAID POINT BEING LOCATED THE FOLLOWING TWO COURSES AND DISTANCES FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE) AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE), 1) ALONG THE EASTERLY SIDE OF ASH STREET SOUTH 02 DEGREES 34 MINUTES 00 SECONDS WEST, 295.10 FEET TO A POINT, 2) THENCE LEAVING SAID LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND "UNIT F" FROM THE LANDS NOW OR FORMERLY CONSHOHOCKEN ASSOCIATES, L.P. AND WASHINGTON STREET ASSOCIATES IV. LP, SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 265.07 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND WASHINGTON STREET ASSOCIATES IV. LP, THE FOLLOWING TWO COURSES AND DISTANCES; 1) SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 55.37 FEET TO A POINT, 2) NORTH 81 DEGREES 43 MINUTES 27 SECONDS EAST, 106.55 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND THE "GENERAL COMMON ELEMENTS I" AND "UNIT H", SOUTH 02 DEGREES 34 MINUTES 01 SECONDS WEST, 253.37 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG SAID COMMON LINE SEPARATING "UNIT G" AND "UNIT H", SOUTH 36 DEGREES 34 MINUTES 30 SECONDS WEST, 34.27 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND THE LANDS NOW OR FORMERLY THREE TOWER BRIDGE ASSOCIATES THE FOLLOWING TWO COURSES AND DISTANCES; 1) NORTH 78 DEGREES 39 MINUTES 17 SECONDS WEST, 73.46 FEET TO A POINT, 2) NORTH 73 DEGREES 57 MINUTES 09 SECONDS WEST, 70.18 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING UNIT "F" AND "UNIT G", NORTH 02 DEGREES 33 MINUTES 59 SECONDS EAST, 234.16 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING 40,928 SF (0.940 ACRES) OF LAND MORE OR LESS.

UNIT H

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et seq by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit H together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%.)

BEING Parcel Number: 05-00-11856-93-7 - (Unit H)

UNIT H is the same real property being described as follows:

BEGINNING AT A POINT AT THE CORNER OF THE NORTHERLY PROPERTY LINE OF "UNIT H" AND THE EASTERLY PROPERTY LINE OF "UNIT F", SAID POINT BEING LOCATED THE FOLLOWING FOUR COURSES AND DISTANCES FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE) AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE), 1) ALONG THE EASTERLY SIDE OF ASH STREET

SOUTH 02 DEGREES 34 MINUTES 00 SECONDS WEST, 295.10 FEET TO A POINT, 2) THENCE LEAVING SAID LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT E" AND "UNIT F" FROM THE LANDS NOW OR FORMERLY CONSHOHOCKEN ASSOCIATES, L.P. AND "UNIT I", SOUTH 87 DEGREES 26 MINUTES 00 SECONDS EAST, 320.44 FEET TO A POINT, 3) THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND "UNIT I", NORTH 81 DEGREES 43 MINUTES 27 SECONDS EAST, 106.55 FEET TO A POINT, 4) THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT G" AND "GENERAL COMMON ELEMENTS I", SOUTH 02 DEGREES 34 MINUTES 01 SECONDS WEST, 70.82 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "GENERAL COMMON ELEMENTS I" AND "UNIT A", NORTH 82 DEGREES 13 MINUTES 49 SECONDS EAST, 82.01 FEET TO A POINT, THENCE CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "UNIT A" THE FOLLOWING THREE COURSE AND DISTANCES; 1) SOUTH 07 DEGREES 46 MINUTES 11 SECONDS EAST, 15.00 FEET TO A POINT, 2) NORTH 82 DEGREES 13 MINUTES 49 SECONDS EAST, 61.00 FEET TO A POINT, 3) NORTH 07 DEGREES 46 MINUTES 11 SECONDS WEST, 17.87 FEET TO A POINT, THENCE CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "UNIT A" AND "GENERAL COMMON ELEMENTS III", NORTH 82 DEGREES 15 MINUTES 33 SECONDS EAST, 82.58 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "UNIT J", SOUTH 07 DEGREES 43 MINUTES 51 SECONDS EAST, 276.12 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND THE LANDS NOW OR FORMERLY CONSHOHOCKEN BOROUGH, SOUTH 87 DEGREES 28 MINUTES 24 SECONDS WEST, 292.22 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND THE LANDS NOW OR FORMERLY THREE TOWER BRIDGE ASSOCIATES, NORTH 04 DEGREES 02 MINUTES 12 SECONDS EAST, 43.41 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT H" AND "UNIT G" THE FOLLOWING TWO COURSE AND DISTANCES; 1) NORTH 36 DEGREES 34 MINUTES 30 SECONDS EAST, 34.27 FEET TO A POINT, 2) NORTH 02 DEGREES 34 MINUTES 01 SECONDS EAST, 182.55 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.
CONTAINING 65,448 SF (1.502 ACRES) OF LAND MORE OR LESS.

UNIT J

ALL THAT CERTAIN Unit in the property known, named and identified as Millennium, a Condominium, located in the Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, which has heretofore been submitted to the provisions of the Uniform Condominium Act 68 PA C.S 3101 et seq by the recording in the Montgomery County Recorder of Deeds of an Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514, being and designated as Unit J together with a proportionate undivided interest in the Common Elements (as defined in such Amended and Restated Declaration as 13.5%.)

BEING Parcel Number: 05-00-11856-14-5 - (Unit J)

UNIT J is the same real property being described as follows:

BEGINNING AT A POINT AT THE NORTHEASTERN CORNER OF "UNIT J" ALONG THE WESTERLY BOUNDARY OF "UNIT D", SAID POINT BEING LOCATED THE FOLLOWING SIX

COURSES AND DISTANCES FROM THE INTERSECTION OF THE EASTERLY SIDE OF ASH STREET (50 FEET WIDE) AND THE TITLE LINE WITHIN WASHINGTON STREET (55 FEET WIDE); 1) CONTINUING ALONG SAID TITLE LINE, ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING THE RADIUS 2,561.71 FEET, THE ARC LENGTH 225.73 FEET, THE CHORD BEARING SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, AND THE CHORD LENGTH 225.66 FEET TO A POINT, 2) THENCE LEAVING SAID LINE SOUTH 02 DEGREES 36 MINUTES 00 SECONDS WEST, 25.10 FEET TO A POINT ON THE SOUTHERLY SIDE OF WASHINGTON STREET, 3) THENCE CONTINUING ALONG SAID SIDE, ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING THE RADIUS 2,586.71 FEET, THE ARC LENGTH 254.77 FEET, THE CHORD BEARING NORTH 84 DEGREES 43 MINUTES 15 SECONDS EAST, 254.61 FEET TO A POINT, 4) THENCE ALONG SAID LINE NORTH 81 DEGREES 54 MINUTES 00 SECONDS EAST, 313.73 FEET TO A POINT, 5) THENCE LEAVING SAID LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT C" AND "GENERAL COMMON ELEMENTS II" AND "UNIT D", SOUTH 07 DEGREES 43 MINUTES 51 SECONDS EAST, 305.61 FEET TO A POINT, 6) THENCE CONTINUING ALONG SAID COMMON LINE SEPARATING "UNIT D" AND "GENERAL COMMON ELEMENTS II", SOUTH 82 DEGREES 13 MINUTES 49 SECONDS WEST, 11.00 FEET TO A POINT, THENCE FROM SAID BEGINNING POINT AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND "UNIT D", SOUTH 07 DEGREES 43 MINUTES 51 SECONDS EAST, 336.66 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND THE LANDS NOW OR FORMERLY CONSHOCKEN BOROUGH THE FOLLOWING TWO COURSE AND DISTANCES; 1) SOUTH 79 DEGREES 36 MINUTES 09 SECONDS WEST, 6.23 FEET TO A POINT, 2) SOUTH 87 DEGREES 28 MINUTES 24 SECONDS WEST, 188.76 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND UNIT H", NORTH 07 DEGREES 43 MINUTES 51 SECONDS WEST, 276.12 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND "GENERAL COMMON ELEMENTS III" AND "UNIT B", NORTH 82 DEGREES 15 MINUTES 33 SECONDS EAST, 90.55 FEET TO A POINT, THENCE CONTINUING ALONG SAID COMMON LINE SEPARATING "UNIT J" AND "UNIT B" THE FOLLOWING FIVE COURSES AND DISTANCES; 1) SOUTH 07 DEGREES 46 MINUTES 11 SECONDS EAST, 18.00 FEET TO A POINT, 2) NORTH 82 DEGREES 13 MINUTES 49 SECONDS EAST, 60.00 FEET TO A POINT, 3) NORTH 07 DEGREES 46 MINUTES 11 SECONDS WEST, 27.29 FEET TO A POINT, 4) NORTH 82 DEGREES 09 MINUTES 40 SECONDS EAST, 23.57 FEET TO A POINT, 5) NORTH 07 DEGREES 46 MINUTES 11 SECONDS WEST, 34.31 FEET TO A POINT, THENCE LEAVING SAID COMMON LINE AND CONTINUING ALONG THE COMMON LINE SEPARATING "UNIT J" AND "GENERAL COMMON ELEMENTS II", NORTH 82 DEGREES 13 MINUTES 49 SECONDS EAST, 20.12 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING. CONTAINING 55,362 SF (1.271 ACRES) OF LAND MORE OR LESS.

WITH respect to the Units E, F, G, H, and J:

TOGETHER with rights granted in the Amended and Restated Declaration of Condominium thereto recorded in Deed Book 5642 page 1661 and the First Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5667 page 2249 and the Second Amendment to Amended & restated Declaration of Condominium as in Deed Book 5691 page 2492 and the Third Amendment to Amended & Restated Declaration of Condominium as in Deed Book 5805 page 1514.

TOGETHER with rights granted in the Amended and Restated Protective Covenants Agreement between Washington Street Associates II, L.P., a Pennsylvania Limited Partnership; Washington Street Associates V, LP., a Pennsylvania Limited Partnership; Millennium Condominium Association, a Pennsylvania non-profit corporation and a condominium association formed pursuant to the provisions of the Pennsylvania

Uniform Condominium Act; and Washington Street Associates Residential Partners, L.P., a Delaware limited partnership dated 1/20/2006 and recorded in Deed Book 5588 page 1216 on 1/27/2006.

TOGETHER with rights granted in the Easement Agreement between Washington Street Associates Residential Partners, L.P., a Delaware limited partnership; Washington Street Associates II, LP., a Pennsylvania Limited Partnership; Washington Street Associates IV, L.P., a Pennsylvania Limited Partnership; and Millennium Condominium Association, a Pennsylvania non-profit corporation and a condominium association formed pursuant to the provisions of the Pennsylvania Uniform Condominium Act dated 1/20/2006 and recorded in Deed Book 5588 page 1245 on 1/27/2006.

TOGETHER with rights granted in the Amended and Restated Parking Garage and Access Easement Agreement between Washington Street Associates II, L.P., a Pennsylvania Limited Partnership; Millennium Condominium Association, a Pennsylvania non-profit corporation and a condominium association formed pursuant to the provisions of the Pennsylvania Uniform Condominium Act; Conshohocken Associates, L.P., a Pennsylvania limited partnership; and Washington Street Associates IV, L.P., a Pennsylvania Limited Partnership dated 3/30/2007 and recorded in Deed Book 5642 page 1733 on 4/11/2007.

TOGETHER with rights granted in the Declaration of Access and Utilities Easement agreement between The Borough of Conshohocken, a Commonwealth municipality operating under the Borough Code of the Commonwealth of Pennsylvania; Washington Street Associates II, L.P., a Pennsylvania Limited Partnership; and WSA II Boat, LLC, a Pennsylvania limited liability company dated 2/15/2000 and recorded in Deed Book 5309 page 1641. Terms of which are further clarified in the Access, Parking and Construction Cross Easement Agreement between Washington Street Associates II, L.P., a Pennsylvania Limited Partnership; Washington Street Associates IV, L.P., a Pennsylvania Limited Partnership; Millennium Condominium Association, a Pennsylvania non-profit corporation and a condominium association formed pursuant to the provisions of the Pennsylvania Uniform Condominium Act; and The Borough of Conshohocken, a Commonwealth municipality operating under the Borough Code of the Commonwealth of Pennsylvania dated September 28, 2007 and recorded in Deed Book 5667 page 2205 on October 9, 2007.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11856-10-9 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO E
TPT MILLENNIUM LLC \$15.00
B 018 L E U 028 4345 06/22/2022 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11856-93-7 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO H
TPT MILLENNIUM LLC \$15.00
B 018 L H U 025 4345 06/22/2022 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11856-11-8 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO F
TPT MILLENNIUM LLC \$15.00
B 018 L F U 029 4345 06/22/2022 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11856-14-5 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO J
TPT MILLENNIUM LLC \$15.00
B 018 L J U 032 4345 06/22/2022 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11856-12-7 CONSHOHOCKEN BOROUGH
WASHINGTON ST CONDO G
TPT MILLENNIUM LLC \$15.00
B 018 L G U 030 4345 06/22/2022 JG

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

1830019105

**REALTY TRANSFER TAX
 STATEMENT OF VALUE**
 COMPLETE EACH SECTION

RECORDER'S USE ONLY

State Tax Paid:
 Book: Page:
 Instrument Number:
 Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) TPT Millennium, LLC	Telephone Number (212) 753-5100	Grantee(s)/Lessee(s) Millennium IV Land Owner LLC	Telephone Number (610) 265-2650
Mailing Address c/o Terra Capital Partners, 805 Third Avenue, 8th Floor		Mailing Address c/o Morgan Properties, 112 S. French Street, Suite 105-MP	
City New York	State NY	ZIP Code 10022	City Wilmington
			State DE
			ZIP Code 19801

SECTION II REAL ESTATE LOCATION

Street Address 227 Washington Street, Unit E, F, G, H, J	City, Township, Borough Conshohocken
County Montgomery	School District COLONIAL
Tax Parcel Number 05-00-11856-10-4, 05-00-11856-11-8, 05-00-11856-12-7, 05-00-11856-93-7 and 05-00-11856-14-5	

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 8,750,000.00	2. Other Consideration +	3. Total Consideration = 8,750,000.00
4. County Assessed Value See Attachment	5. Common Level Ratio Factor x 2.24	6. Computed Value = 587,216.00

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

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
--	--	--

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or Intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
 - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
 - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
 - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

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

Name Christopher R. Sullivan	Telephone Number (215) 528-2000
Mailing Address Kleinbard, 1717 Arch St., 5th Floor	City Philadelphia
	State PA
	ZIP Code 19103

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party *[Signature]* Date *6/22/22*

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



1830019105

1830019105

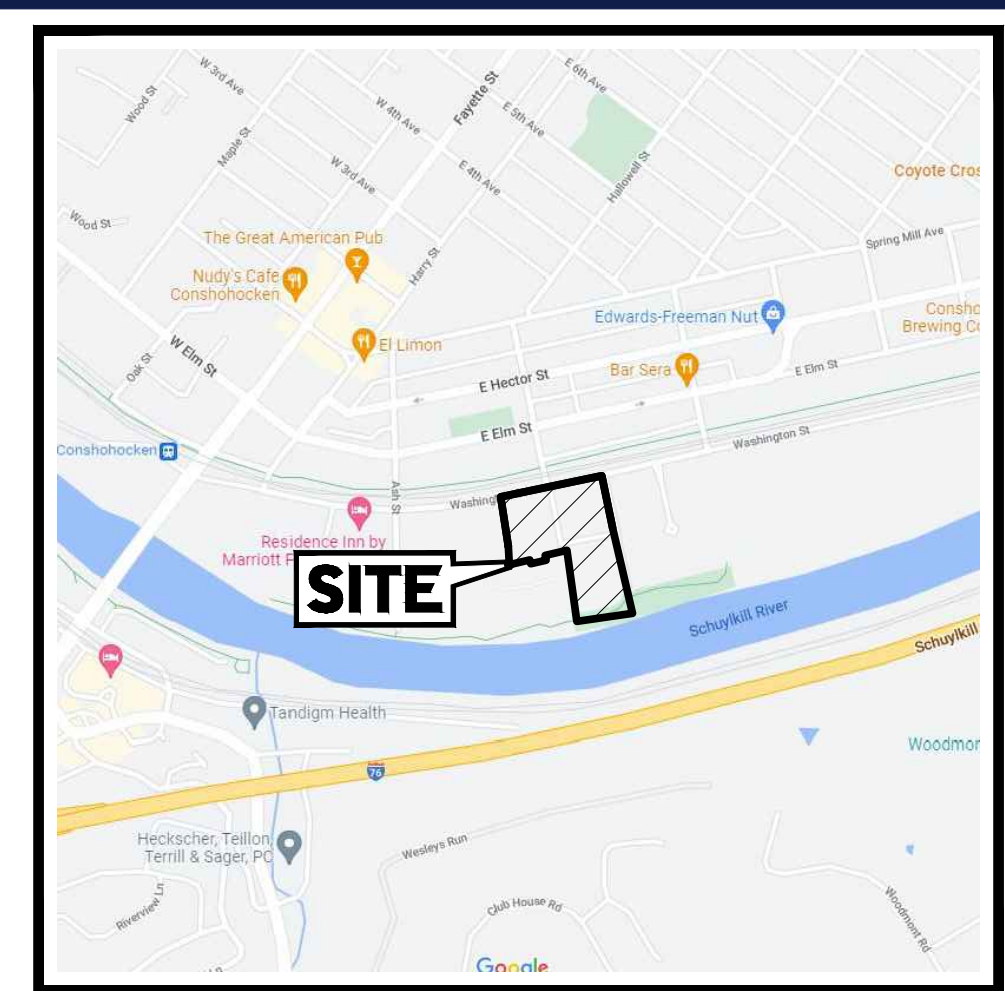
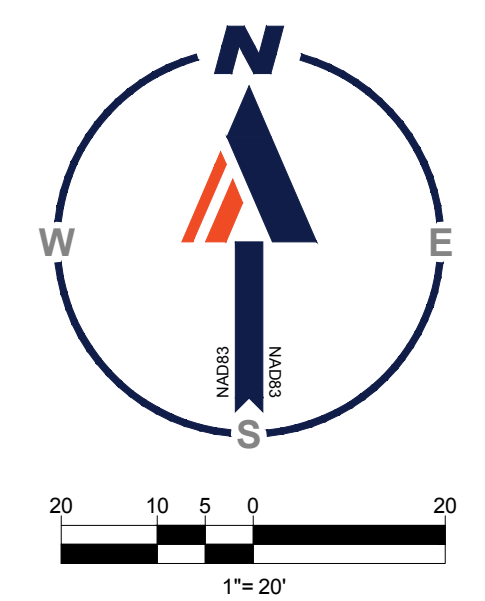
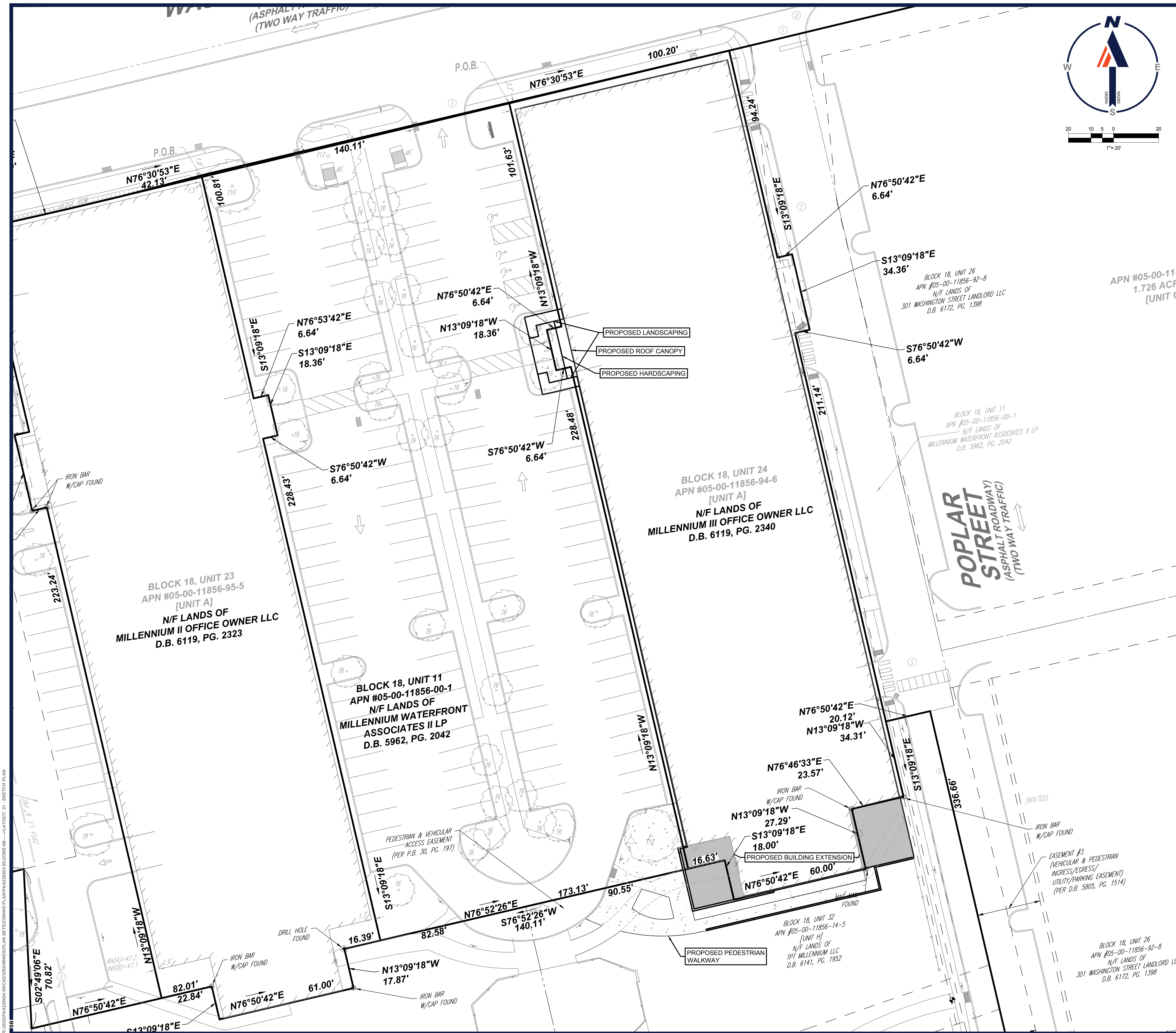
ATTACHMENT TO
PENNSYLVANIA REAL TRANSFER TAX STATEMENT OF VALUE

Grantor: TPT Millennium, LLC

Grantee: Millennium IV Land Owner LLC

Date of Deed:

Address	Tax Parcel No.	Assessed Value	Computed Value
227 Washington St., Unit E	05-00-11856-10-9	\$24,200	\$54,208.00
227 Washington St., Unit F	05-00-11856-11-8	\$40,600	\$90,944.00
227 Washington St., Unit G	05-00-11856-12-7	\$49,950	\$111,888.00
227 Washington St., Unit H	05-00-11856-93-7	\$79,850	\$178,864.00
227 Washington St., Unit J	05-00-11856-14-5	\$67,550	\$151,312.00
		Total:	\$587,216.00



LOCATION MAP
SCALE: 1" = 1,000'
SOURCE: GOOGLE MAPS

ZONING TABLE

ZONE: SP-2 - SPECIALLY PLANNED DISTRICT TWO
USE: OFFICE BUILDING
BLOCK: 18 LOT(S): 11, 24, 32

APPLICANT/ OWNER INFORMATION

APPLICANT:	MILLENNIUM III OFFICE OWNER LLC AND MILLENNIUM IV LAND OWNER LLC 160 CLUBHOUSE ROAD KING OF PRUSSIA, PA 19406
PROPERTY OWNER:	MILLENNIUM III OFFICE OWNER LLC AND MILLENNIUM IV LAND OWNER LLC 160 CLUBHOUSE ROAD KING OF PRUSSIA, PA 19406

BULK REQUIREMENTS

ITEM	REQUIRED	EXISTING (LOT 1)	PROPOSED (LOT 1)
MIN. LOT AREA	43,560 SF (1 AC)	587,769 SF (13.49 AC)	587,769 SF (13.49 AC)
MAX. BUILDING FRONTAGE	250.0'	N/A	N/A
MAX. PERMITTED HEIGHT	85.0'	<85.0'	<85.0'
MAX. LOT COVERAGE	70.0%	69.1% (406,351 SF)*	69.4% (408,418 SF)*
MIN. OPEN SPACE	15.0%	31.8%	31.6%
MIN. BUILDING SEPARATION	75'	<75.0'	<75.0'
MIN. FRONT YARD PARKING SETBACKS	15.0' FROM STREET R.O.W.	17.6'	17.6'
MIN. FLOOR TO AREA RATIO	1.5	0.81	0.81
MIN. STRUCTURE SETBACK FROM STREET R.O.W.	15.0'	N/A	N/A
MIN. ACCESS DRIVEWAY WIDTH	35.0'	24.0'	24.0'
MIN. PARKING REQUIREMENT	946 SPACES	972 SPACES	972 SPACES

FLOOR TO AREA RATIO CALCULATIONS

MILLENNIUM TWO	68,360 GSF
MILLENNIUM THREE	68,360 GSF
LONDONBURY BUILDING A	174,300 GSF
LONDONBURY BUILDING B	78,616 GSF
LONDONBURY BUILDING C	78,616 GSF
LONDONBURY BUILDING D	5,730 GSF
EXISTING GSF	473,982 GSF
EXISTING FAR	(473,982) / (587,769) = 0.81
PROP. MILLENNIUM THREE EXPANSION	1,330 GSF
PROPOSED GSF	475,312 GSF
PROPOSED FAR	(475,312) / (587,769) = 0.81

PARKING CALCULATIONS

MILLENNIUM TWO	68,360 GSF
MILLENNIUM THREE	68,360 GSF
LONDONBURY BUILDING D	5,730 GSF
PROPOSED M3 EXPANSION	1,330 GSF
OFFICE REQUIREMENT	1 SPACE / 250 GSF = (143,780) / 250 = 575 SPACES
LONDONBURY BUILDING A	161 RESIDENTIAL UNITS
LONDONBURY BUILDING B	74 RESIDENTIAL UNITS
LONDONBURY BUILDING C	74 RESIDENTIAL UNITS
TOTAL RESIDENTIAL UNITS	309 RESIDENTIAL UNITS
RESIDENTIAL REQUIREMENTS	1.2 SPACES PER UNIT = 1.2 x 309 = 371 SPACES
TOTAL PARKING REQUIRED	946 SPACES

*NOTE: AREA CALCULATIONS ARE BASED ON THE HIGHLIGHTED AREA SHOWN ON THE OVERALL SITE PLAN. ALL UNITS WITHIN THE OVERALL PROPERTY, AND ANY INTERNAL ENCROACHMENTS BETWEEN UNITS, ARE IN COMMON OWNERSHIP BY AFFILIATES OF MORGAN PROPERTIES. THE ENCROACHMENTS WILL BE GOVERNED BY LICENSE AGREEMENTS BETWEEN THE RESPECTIVE OWNERS.

LIST OF VARIANCES REQUESTED:
 - A VARIANCE FROM SECTION 27-1714.1 A, B, K TO PERMIT DEVELOPMENT WITHIN THE 100-YEAR FLOODPLAIN
 - A VARIANCE FROM SECTION 27-1506 B (4) TO EXCLUDE FOUNDATION PLANTING AROUND THE BUILDING TO MATCH EXISTING CONDITIONS.
 - A VARIANCE FROM SECTION 27-1716.1 C TO ALLOW AN EXPANSION OF AN EXISTING STRUCTURE IN THE DIRECTION OF THE STREAM BANK OF THE SCHUYLKILL RIVER.

BOHLER
 SITE CIVIL AND CONSULTING ENGINEERING
 PROGRAM MANAGEMENT
 LANDSCAPE ARCHITECTURE
 SUSTAINABLE DESIGN
 TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	DRAWN BY	CHECKED BY

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

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: PAA220024.00
 DRAWN BY: SWB
 CHECKED BY: JPA
 DATE: 3/16/2023
 CAD ID: PAA220024.00-ZONE-08

ZONING PLAN
 FOR
MILLENNIUM III OFFICE OWNER LLC AND MILLENNIUM IV LAND OWNER LLC
 PROPOSED DEVELOPMENT
POPLAR STREET & WASHINGTON STREET
 BOROUGH OF CONSHOHOCKEN,
 MONTGOMERY COUNTY, PA
 19428

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

J.P. ALEJNIKOV
 PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE # 26086-000

SHEET TITLE:
ZONING PLAN
 SHEET NUMBER:
1
 ORG. DATE - 3/16/2023

R:\2022\PA220024.00\CADD\DRAWINGS\PLAN SET\ZONING PLAN\PA220024.00-ZONE-08.dwg - LAYOUT: 01 - SKETCH PLAN



REVISIONS

REV	DATE	COMMENT	DRAWN BY	CHECKED BY

811
 Know what's below.
 Call before you dig.
 PENNSYLVANIA
 YOU MUST CALL 811 BEFORE ANY EXCAVATION
 WHETHER IT'S ON PRIVATE OR PUBLIC LAND.
 1-800-342-1776
 www.811.org

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.: PAA220024.00
 DRAWN BY: SWB
 DATE: 3/16/2023
 CAD ID: PAA220024.00-ZONE-08

ZONING PLAN

FOR

**MILLENNIUM III
 OFFICE OWNER LLC
 AND MILLENNIUM IV
 LAND OWNER LLC**
 PROPOSED DEVELOPMENT
 POPLAR STREET &
 WASHINGTON STREET
 BOROUGH OF CONSHOHOCKEN,
 MONTGOMERY COUNTY, PA
 19428

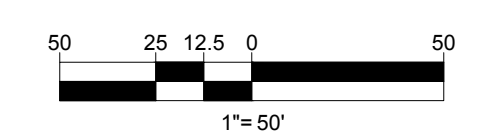
BOHLER
 1600 MANOR DRIVE, SUITE 200
 CHALFONT, PA 18914
 Phone: (215) 996-9100
 Fax: (215) 996-9102
 www.BohlerEngineering.com

J.P. ALEJNIKOV
 PROFESSIONAL ENGINEER
 PENNSYLVANIA LICENSE NO. 28086-000

SHEET TITLE:
**OVERALL
 SITE PLAN**

SHEET NUMBER:
2

ORG. DATE - 3/16/2023



R:\2022\PA220024.00\CADD\DRAWINGS\PLAN SET\ZONING PLAN\PA220024.00-ZONE-08.dwg - LAYOUT: 05 - OVERALL SITE PLAN