



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

JUNE 26, 2023, ZONING HEARING BOARD MEETING PACKET

209 W 5th Avenue
261-263 E Elm Street
126 W 3rd Avenue
5 Colwell Lane (continued application)

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ZONING NOTICE JUNE 26, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-08

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on June 26, 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 Edward (Fr. Andrew) Mahrous
209 West Fifth Avenue, Conshohocken, PA 19428

PREMISES INVOLVED: 209 West Fifth Avenue
Conshohocken, PA 19428
BR-1 - Borough Residential District 1

OWNER OF RECORD: St. Mary and St. Mercurius Coptic Orthodox Church of
Greater Philadelphia
34 Millstream Drive, Mt. Laurel, NJ 08054

The Applicant is seeking a Special Exception from the Conshohocken Borough Zoning Code Sections §27-809.1, Table B.1 and §27-703.E.(6)(a), to permit the proposed reconstruction and extension of the existing nonconforming 7'-8" high retaining wall to a maximum height of 9'-3" whereas a maximum retaining wall height of 6' is required.

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

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Adrian Serna, Member
Karen Tutino, Member

Stephanie Cecco
Borough Manager

Date: June 21, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 209 West Fifth Avenue – Zoning Determination

History of the Site:

The above referenced property is an existing church facility known as the St. Mary and Mercurius Coptic Orthodox Church of Greater Philadelphia since 2016. The property was a former Catholic Church facility since 1915. The site is located within the BR-1 – Borough Residential District 1. The site is a corner property fronted by West Fifth Avenue to the north and Maple Street to the east; and surrounded by an unnamed alley to the south; and residential properties to the west. The primary church buildings are located at the corner of West Fifth Avenue and Maple Street. There is a surface parking lot located to the west of the church building with access West Fifth Avenue and the unnamed alley. Between the parking lot and primary church building is a courtyard surrounded by retaining walls and fences.

Current Request:

The applicant, Edward (Fr. Andrew) Mahrous, is proposing to demolish the existing gazebo, walkways, walkway canopies, stairs, landscaping, fencing, and retaining walls to construct new walkways and ADA accessible ramps and handrails, and to reconstruct the retaining wall located along the unnamed alleyway. The existing nonconforming retaining wall along the unnamed alley is currently 7'-8" high and exceeds the required maximum 6-foot height. With the proposed nonconforming retaining wall reconstruction, the existing 7'-8" high retaining wall structure will be extended and expanded to a maximum wall height of 9'-3" along the unnamed alleyway. The Applicant is seeking a Special Exception pursuant to Zoning Code Sections §27-809.1, Table B.1 and §27-703.E.(6)(a), to permit the extension and expansion of the existing nonconforming use of the retaining wall structure.

Zoning Determination:

In accordance with the Conshohocken Borough Zoning Code, Section §27-809.1, Table B.1, retaining walls shall not exceed six feet unless authorized by the Zoning Hearing Board as a special exception pursuant to §27-611 for specific standards for variances and special exceptions. Since the Borough does not have record of a prior special exception granted for the existing 7'-8" high retaining wall, and since the existing wall exceeds the required maximum 6-foot height, the existing 7'-8" high retaining wall structure is considered an existing nonconforming use.

Per Zoning Code Section §27-702.A, a nonconforming use is defined as the existing lawful use of land and/or buildings and/or structures upon the land that does not conform to the height, location, size, bulk, or other dimensional requirements of the district in which it is located, excluding signs.

Per Zoning Code Section §27-703.E.(6)(a), extension and/or expansion of the existing nonconforming use of the retaining wall structure is permitted only by special exception in accordance with Part 6 [Zoning Hearing Board] of the Conshohocken Borough Zoning Code, only to the extent that all new construction shall comply with the dimensional standards of the district in which the use is located or the district in which the use is permitted, whichever is more restrictive.

Since the existing nonconforming retaining wall will be reconstructed to a maximum height of 9'-3" which exceeds the maximum 6-foot permitted retaining wall height, a Special Exception will be required from Zoning Code Sections §27-809.1, Table B.1 and §27-703.E.(6)(a), for approval from the Conshohocken Borough Zoning Hearing Board to permit the proposed extension and expansion of the existing nonconforming retaining wall height to a maximum height of 9'-3", whereas, only a maximum six (6)-foot high retaining wall is permitted.



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

Conditional Use Zoning Application

Application: <u>2-2023-08</u>
Date Submitted: <u>5/1/23</u>
Date Received: <u>5/1/23</u>

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

27-809 (Table B) Height Limitations of Fences & Walls, and 27-703 (E-1, E-6A) Non-Conforming Regulations

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

209 W. Fifth Ave., Conshohocken PA 19428

4. Applicant's Name: EDWARD (FR. ANDREW) MAHROUS

Address: 209 W. 5TH AVE CONSHOHOCKEN, PA 19428

Phone Number (daytime): (848) 459-7375

E-mail Address: FR. ANDREW @ STMARY STMERCURIUS PHILLY.ORG

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

6. Property Owner: St. Mary and St. Mercurius Coptic Orthodox Church of Greater Philadelphia

Address: 34 Millstream Drive, Mt. Laurel, NJ 08054

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: 140' x 140' Zoning District: BR-1

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

Yes No If yes, please describe.

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

St. Mary and St. Mercurius Coptic Orthodox Church has been established at 209 W. Fifth Ave since June 26th 2016. The primary structure on the site is the historic stone church (approx. 6,900 gsf) oriented along Maple St; this is where primary services and other church events are held. The proposed area of work is the main entry off of the parking lot west of the church and south of the rectory (approx. 2,570 gsf) and garage (768 gsf). This includes the ADA ramp for the structure and the green area for the site. The church, also, owns the parcels #050003784009 & #050003784018 north-west of the property which encompass the remainder of the parking lot.

10. Please describe the proposed use of the property.

The primary area of work includes the church's current ADA ramp that was constructed in 1996 and the retaining wall along the alleyway at the south-western property line. The existing steel beams of the ramp have corroded considerably, the canopy structure is in disrepair, and the retaining wall has experienced water damage. The new work will include the construction of a new ADA ramp, retaining wall, and additional paving.

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

The church will be demolishing the existing ramp in disrepair and the retaining wall inside the south-western property line at the alley. The new ramp and retaining wall will be constructed with poured-in-place concrete in conjunction with some minimal re-grading of the site. The ramp will create additional screening for the mechanical units.

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

The highest point of the current retaining wall is 7'-7" above the sloping alley making it an existing non-conforming condition. The proposed retaining wall would be 9'-11" at it's highest point from the alley at the intermediate landing of the ramp. This is an increase of 2'-4" due only to the slope of the existing alley. Incorporating the retaining wall as integral to the ADA ramp creates a more usable outdoor area for church activities and further screens the a/c units.

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

~~a. The unique characteristics of the property: _____~~

~~b. How the Zoning Ordinance unreasonably restricts development of the property;~~

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

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

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

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

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

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.

We request a special exception for the work of the retaining wall proposed along the property line that would increase the non-conforming height by 20" (from 7'-7" to 9'-3). We also request a special exception to 27-703 which requires special exception requests for work at adjoining lots to be within "dimensional standards of the district". The F.O. the existing retaining wall is on the property line align.

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

27-809 (Table B) Height Limitations of Fences & Walls, and
27-703 (E-1, E-6A) Non-Conforming Regulations: Extension or Expansion

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

The existing retaining wall has a height of 7'-7" above the alley which exceeds the 6'-0" height required by section 27-809(B). The elevation of the top of the wall is E.L. -2'-4". The new retaining wall provides an elevation of E.L. -1'-10". This is a difference of 6". This new landing and extended retaining wall is 10'-2" to the south of the existing nonconforming height. Due to the slope of the alley, the height of the new wall is 9'-11" above the alley, a difference of 2'-4" in height.

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

a. Attorney's Name: _____


b. Address: _____

c. Phone Number: _____

d. E-mail Address: _____

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

EDWARD (FR. ANDREW) MAHROUS
Applicant


Legal Owner

5/1/23
Date

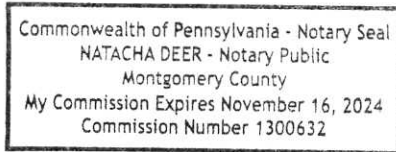
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 1 day of May, 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"/>

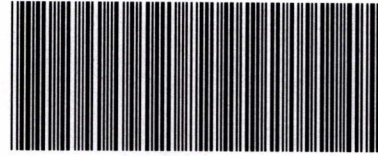
DATE OF ORDER: _____



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 6004 PG 01990 to 02000
INSTRUMENT # : 2016046613
RECORDED DATE: 06/28/2016 02:58:42 PM



3352437-0024Q

MONTGOMERY COUNTY ROD


OFFICIAL RECORDING COVER PAGE

Page 1 of 11

Document Type: Deed Miscellaneous	Transaction #: 3402148 - 3 Doc(s)
Document Date: 06/22/2016	Document Page Count: 10
Reference Info:	Operator Id: sford
RETURN TO: (Simplifile) Security Abstract of PA, Inc. 1741 Valley Forge Road Worcester,, PA 19490 (610) 584-6890	PAID BY: SECURITY ABSTRACT OF PA INC

* PROPERTY DATA:			
Parcel ID #:	05-00-03784-01-8	05-00-03784-00-9	05-00-03780-00-4
Address:	W FIFTH AVE	215 W FIFTH AVE	209 W FIFTH AVE
Municipality:	CONSHOHOCKEN PA 19428 Conshohocken Borough (100%)	CONSHOHOCKEN PA 19428 Conshohocken Borough (0%)	PA Conshohocken Borough (0%)
School District:	Colonial	Colonial	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: 0.00	DEED BK 6004 PG 01990 to 02000 Recorded Date: 06/28/2016 02:58:42 PM
FEES / TAXES:	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed Miscellaneous \$69.00	 Jeanne Sorg Recorder of Deeds
Additional Pages Fee \$12.00	
Additional Parcels Fee \$30.00	
Total: \$111.00	

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



Return to:

Security Abstract of PA Inc.
P. O. Box 1060
1741 Valley Forge Road
Worcester, PA 19490
610-594-6890

PREPARED BY:
DIANE WILLIAMS, DOCUMENT
SPECIALIST,
TD Bank, N.A.,
1701 Route 70 East,
Cherry Hill, NJ 08034,
(856) 751-9000

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-03780-00-4 CONSHOHOCKEN BOROUGH
209 W FIFTH AVE
SS COSMAS & DAMIAN ROMAN CATHOLIC CHURCH \$15.00
B 027 L U 037 5901 06/28/2016 JU

WHEN RECORDED MAIL TO:

TD Bank, N.A.
File Management
2059 Springdale Road, AIM#
02-259-01-58
Cherry Hill, NJ 08003

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-03784-00-9 CONSHOHOCKEN BOROUGH
215 W FIFTH AVE
SS COSMOS & DAMIAN ROMAN CATHOLIC CHURCH \$15.00
B 027 L U 036 5902 06/28/2016 JU

PARCEL IDENTIFICATION

NUMBER: 05-00-03784-01-8;
05-00-03784-00-9;
05-00-03780-00-4

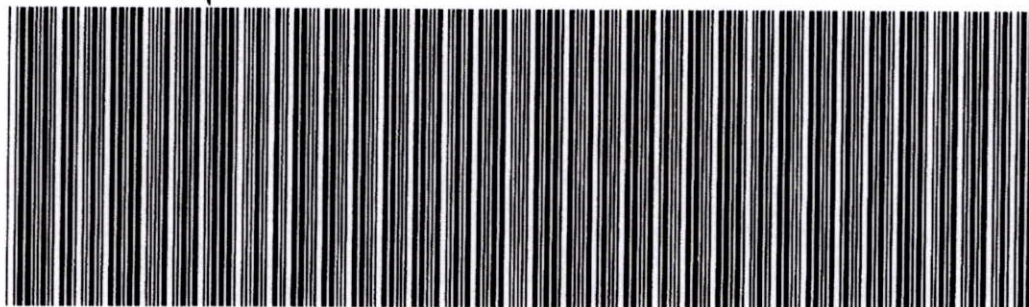
MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-03784-01-8 CONSHOHOCKEN BOROUGH
W FIFTH AVE
SS COSMOS & DAMIAN ROMAN CATHOLIC CHURCH \$15.00
B 027 L U 127 5902 06/28/2016 JU

RECORDATION REQUESTED BY:

TD Bank, N.A.
1701 Route 70 East
Cherry Hill, NJ 08034

FOR RECORDER'S USE ONLY

SP# 43884



L10322CL000002634590900100940122

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated June 22, 2016, is made and executed between ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA, whose address is 1239 KILLERN LN, WEST CHESTER, PA 19380 (referred to below as "Grantor") and TD Bank, N.A., whose address is 1701 Route 70 East, Cherry Hill, NJ 08034 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in MONTGOMERY County, Commonwealth of Pennsylvania:

See Schedule A, which is attached and made a part of this instrument, as if fully set forth herein

The Property or its address is commonly known as 209-215 WEST 5TH AVE,



**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 9001

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CONSHOHOCKEN, PA 19428. The Real Property parcel identification number is 05-00-03784-01-8; 05-00-03784-00-9; 05-00-03780-00-4.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the Commonwealth of Pennsylvania and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.



**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 9001

Page 3

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filling of or to effect discharge of any lien.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.



**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 9001

Page 4

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

POWER OF ATTORNEY CONFESSION OF JUDGMENT. GRANTOR HEREBY ACKNOWLEDGES AND AGREES THAT GRANTOR'S REASONABLE EXPECTATION WITH RESPECT TO THE AUTHORIZATION GRANTED PURSUANT TO ANY POWER OF ATTORNEY HEREUNDER, IS THAT LENDER OR ITS ATTORNEY MAY SEEK TO FORECLOSE ON COLLATERAL AND TAKE ANY OTHER ACTIONS WITH RESPECT TO THE EXERCISE OF LENDER'S RIGHTS AND REMEDIES HEREUNDER. GRANTOR HEREBY WAIVES ALL OTHER DUTIES OF LENDER THAT MAY ARISE UNDER 20 PA. C.S.A. §5601.3(b).



**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 9001

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GRANTOR HEREBY REMISES, RELEASES, AND FOREVER DISCHARGES, AND WAIVES ALL CLAIMS, CAUSES OF ACTION AND ANY OTHER RIGHTS AGAINST, TD BANK, N.A. AND ITS PREDECESSORS, LEGAL REPRESENTATIVES, PAST AND PRESENT PARENT COMPANIES, SUBSIDIARIES, AGENTS, EMPLOYEES, SERVANTS, INSURERS, ATTORNEYS, OFFICERS, DIRECTORS, STOCKHOLDERS, AFFILIATES, AFFILIATE COUNTERPARTIES, SUCCESSORS IN INTEREST, AND ASSIGNS OF AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, FEES, AND COSTS, SUMS OF MONEY, RIGHTS, CAUSES OF ACTIONS, OBLIGATIONS AND LIABILITIES OF ANY KIND OR NATURE WHATSOEVER INCLUDING ATTORNEYS' FEES, ARISING UNDER OR RELATING TO ANY DUTIES OF AN AGENT UNDER 20 PA. C.S.A. §6601.3 OR OTHERWISE..

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the Commonwealth of Pennsylvania.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Exercise of Authorization and Powers. The various authorizations and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender. It is understood and agreed that any exercise of this authorization by Lender shall be on behalf of Lender and not on behalf of Grantor. Lender is not an agent or fiduciary of Grantor. However, in exercising the authorization granted hereby, Lender shall exercise reasonable caution and prudence and Lender shall keep full and accurate record of all actions, receipts and disbursements.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any



**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 9001

Page 6

other provision of this Assignment.

Successor Interests. The terms of this Assignment shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means TD Bank, N.A., its successors and assigns.

Note. The word "Note" means the promissory note dated June 22, 2016, in the original principal amount of **\$775,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.



**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 9001

Page 7

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JUNE 22, 2016.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA

By: (Seal)
PHILIP F HANNA, SECRETARY OF THE BOARD OF ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, TD Bank, N.A., herein is as follows:
1701 Route 70 East, Cherry Hill, NJ 08034

(Signature)
Attorney or Agent for Mortgagee

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF Montgomery)

On this, the 22ND day of JUNE, 2016, before me Patricia A. Tucci, the undersigned Notary Public, personally appeared PHILIP F HANNA, SECRETARY OF THE BOARD OF ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA, who acknowledged himself or herself to be the SECRETARY OF THE BOARD OF ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA, of a corporation, and that he or she as such SECRETARY OF THE BOARD OF ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as SECRETARY OF THE BOARD OF ST. MARY AND ST. MERCURIUS COPTIC ORTHODOX CHURCH OF GREATER PHILADELPHIA.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PATRICIA A. TUCCI, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires September 4, 2019

(Signature)
Notary Public in and for the State of PENNSYLVANIA



**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 9001

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A DESCRIPTION

File No. **SPA43884FNT**

Premises "A"

All that certain lot or piece of ground, Situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, described in accordance with a Survey and Plan of Subdivision made for Joseph Cianci by Donald F. Schurr, Civil Engineer and Surveyor, Norristown, Pennsylvania, dated July 8th, 1968, as follows, to wit;

Beginning at a point on the Southwest side of West Fifth Avenue (80 feet wide), at the distance of 180 feet Northwestwardly from the Northwest side of Maple Street (66 feet wide); thence leaving West Fifth Avenue South 41 degrees 21 minutes West, 140 feet to a point on the Northeast side of a 20 feet wide alley; thence along said side of said alley, North 48 degrees 39 minutes West 20 feet to point; thence by remaining land of Joseph Cianci and Elizabeth T. Cianci, his wife, of which this was part, North 41 degrees 21 minutes East 140 feet to a point on the Southwest side of Maple Street; thence along said side thereof, South 48 degrees 39 minutes East 20 feet to the first mentioned point and place of beginning.

Being County Parcel No. 05-00-03784-01-8

Premises "B"

All those two certain lot or pieces of land with the messuage or tenement thereon erected, Situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Beginning at a point on the Southwesterly side of Fifth Avenue at the distance of 140 feet Northwestly from Maple Street, a corner of this and land of Most Reverend Edmund F. Prendergast Archbishop; thence by and along the line of said land of the said Prendergast, Southwesterly 140 feet to a 20 feet wide alley; thence along the Northeastly side of said alley Northwestly 40 feet to a point; thence Northeastly along the first line, 140 feet to Fifth Avenue aforesaid, and along the Southwesterly side thereof Southeasterly 40 feet to the place of beginning.

Being County Parcel No. 05-00-03784-00-9

Premises "C"

All that certain lot or piece of ground, situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows:

Beginning at point marking the intersection of the Northwest wide of Maple Street width the Southwest side of Fifth Avenue; thence along said side of Fifth Avenue Northwestly 80 feet to a corner of other lands of Hiram Corson, deceased; thence along the same Southwesterly 140 feet to a 20 feet wide alley; thence along same Southeasterly 80 feet to Maple Street aforesaid; thence along the same Northeastly 140 feet to the place of beginning.

AND All those three certain lots or piece of land, situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit;

Beginning at a point on the Southwest side of Fifth Avenue at the distance of 80 feet Northwestly from Maple Street a corner of this and other lots sold to The Most Reverend Edmond F. Prendergast Archbishop; thence by and along the line of other lands of the said Prendergast Southwesterly 140 feet to a 20 foot wide alley; thence along the Northeast side of said alley Northwestly 60 feet to a point a corner of this and other lands of the said Hiram Corson Estate; thence by said other land of the said Corson Estate Northeastly 140 feet to Fifth Avenue aforesaid, and along the Southwesterly side thereof Southeasterly 60 feet to the place of beginning.

Being County Parcel No. 05-00-03780-00-4



**FIDELITY NATIONAL TITLE INSURANCE COMPANY****SCHEDULE A – Legal Description
(continued)**File No. **SPA43884FNT**Commitment No. **SPA43884FNT****Premises "A"**

Being the same premises which Joseph Cianci and Elizabeth T. Cianci, his wife by Indenture bearing date 8/12/1968 and recorded 8/13/1968 at Norristown in the Office for the Recording of Deeds in and for the County of Montgomery in Deed Book 3522 page 1034 etc. granted and conveyed unto Reverend Louis DiSimone, as Pastor of Saint Cosmas and Damian Roman Catholic Church, in fee.

Premises "B"

Being the same premises which Jennie DeTuro and Millie DeTuro, singlewoman by Indenture bearing date 8/31/1964 and recorded 9/1/1964 at Norristown in the Office for the Recording of Deeds in and for the County of Montgomery in Deed Book 3221 page 457 etc. granted and conveyed unto Reverend Victor A. Strumia as Pastor of SS. Cosmas and Damian Roman Catholic Church, in fee.

And the said Saint Cosmas and Damian Roman Catholic Church is also known as SS. Cosmas and Damian Roman Catholic Church also known as Saints Cosmas and Damian Parish, Conshohocken, Pennsylvania.

And on 5/28/2014 by Decree of the Merger of Saints Cosmas and Damian Parish, Conshohocken, Pennsylvania merged with and into Saint Matthew Parish, Conshohocken, Pennsylvania.

Premises "C"

Being the same premises which Joseph K. Corson etal Executor by Indenture bearing date 9/10/1912 and recorded 9/19/1912 at Norristown in the Office for the Recording of Deeds in and for the County of Montgomery in Deed Book 682 page 83 etc. granted and conveyed unto Most Reverend Edmond F. Prendergast, in fee.

And also being as to Premises "C" the same premises which Susan F. Lukens etal ,Executors by Indenture bearing date 6/16/1915 and recorded in the Office for the Recording of Deeds in and for the County of Montgomery on 7/20/1915 in Deed Book 736 page 34 granted and conveyed unto Most Reverend Edmond F. Prendergast, in fee.

AND the said Most Rev. Edmond Francis Prendergast who died on February 26, 1918 and was succeeded by Dennis Cardinal Dougherty who died on May 31, 1951 and was succeeded by John Cardinal O'Hara, C.S.C. who died on August 28, 1960 and was succeeded by John Cardinal Krol who retired February 11, 1988 and on the same date was succeeded by Anthony Cardinal Bevilacqua who retired on July 15, 2003 and was succeeded by Justin Cardinal Rigali who retired on July 19, 2011 and was succeeded by Most Rev. Charles J. Chaput. O.F.M.Cap.

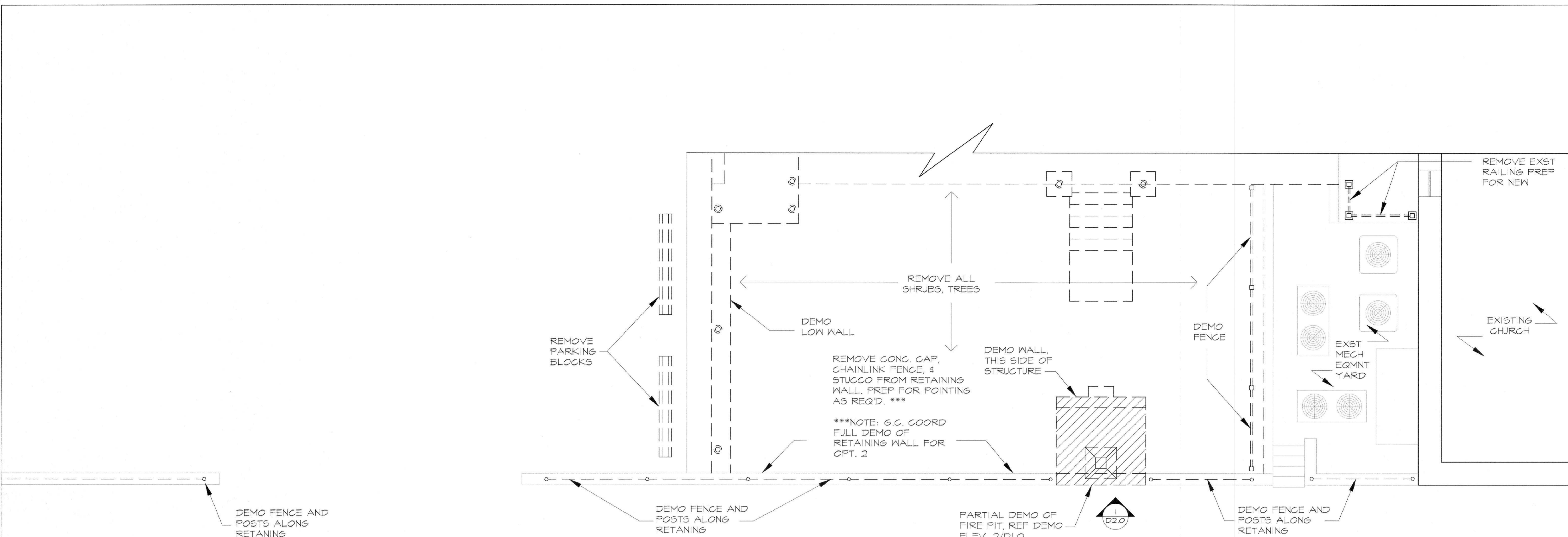


**ST. MARY &
ST MERCURIUS
COPTIC ORTHODOX
CHURCH**

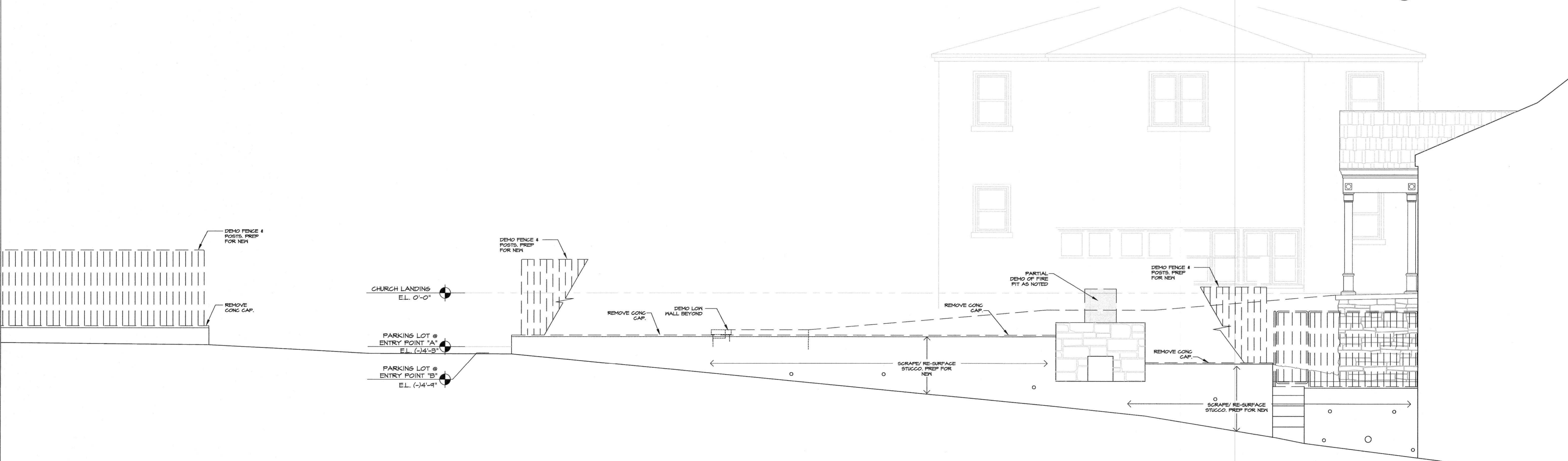
209 W. FIFTH AVENUE
CONSHOHOCKEN, PA 19428

**PURDY
Architecture**

1100 East Hector St. Suite 411
Conshohocken, PA 19428
Email: Kent@PurdyArch.com
Tele: 610.941.9101



2 PARTIAL DEMOLITION PLAN
D2.0 SCALE: 1/4" = 1'-0"



1 PARTIAL DEMO ELEV. OF STONE STRUCTURE @ RETAINING WALL- OPTION 1
D2.0 SCALE: 1/4" = 1'-0"



Kent Purdy

CONSTRUCTION ISSUE	
12/22/22	
Project No:	218
Drawn By:	SMA
Approved:	PA
Scale:	1/4" = 1'-0"
Date:	12/21/22

Sheet Title:
DEMO ELEVATION

D2.0

Sheet No.
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**ST. MARY &
ST MERCURIUS**

209 W. FIFTH AVENUE
CONSHOHOCKEN, PA 19428

**PURDY
Architecture**

1100 East Hector St. Suite 411
Conshohocken, PA 19428
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Tele: 610.941.9101



Kent Purdy

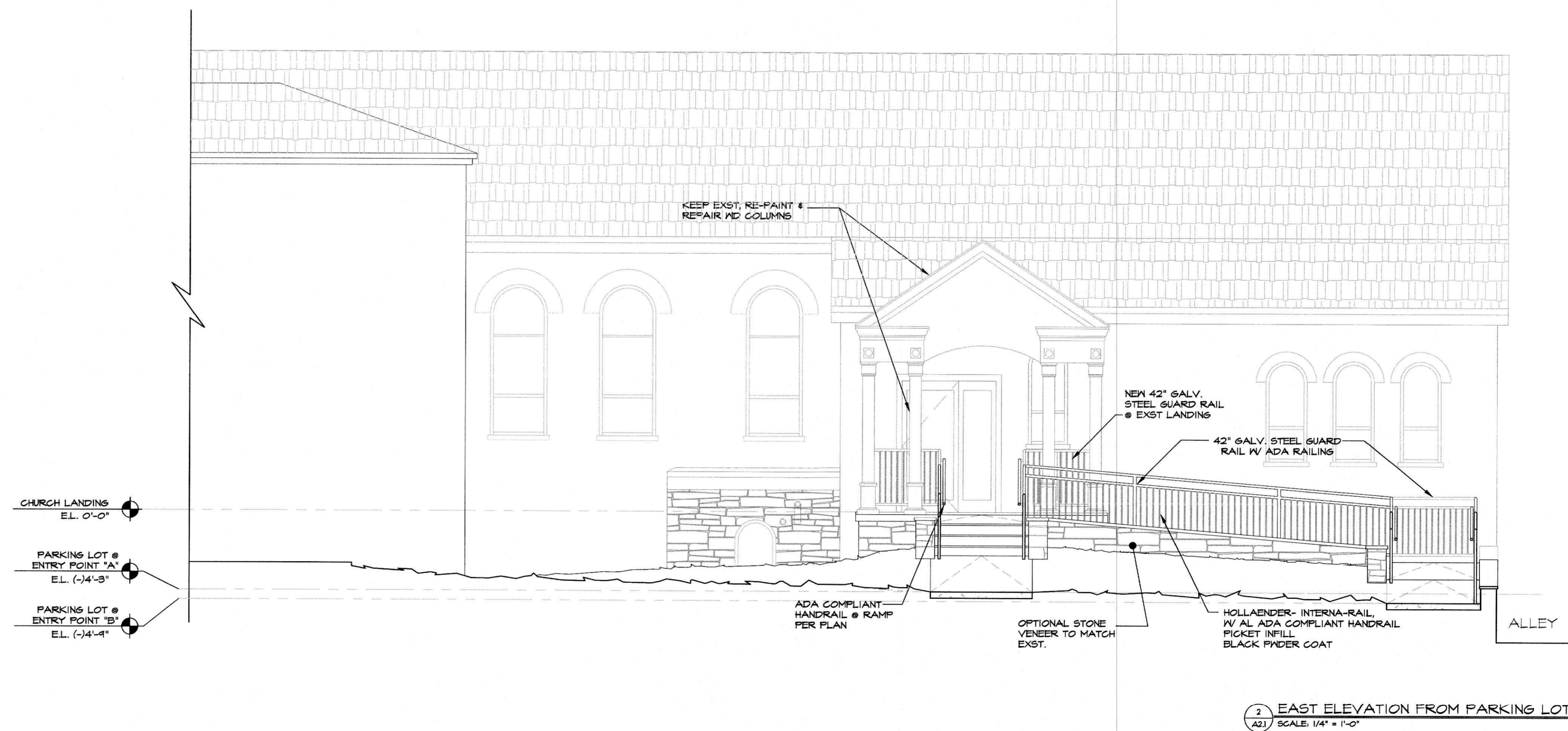
CONSTRUCTION ISSUE
12/22/22

Project No: 218
Drawn By: SMA
Approved: PA
Scale: 1/4" = 1'-0"
Date: 12/21/22

Sheet Title:
EXTERIOR ELEVATIONS
CONT.

A2.1
Sheet No.

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2 EAST ELEVATION FROM PARKING LOT
SCALE: 1/4" = 1'-0"



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 JUNE 26, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-07

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on June 26, 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
Craft Custom Homes, LLC
6 Poplar Street, Suite 200-B, Conshohocken, PA 19428

PREMISES INVOLVED:
261-263 East Elm Street
Conshohocken, PA 19428
LI - Limited Industrial District/Research
BR-2 - Borough Residential District 2
FP - Floodplain Conservation District

OWNER OF RECORD:
Maximum Craft, LLC
1549 Downlin Forge Road, Downingtown, PA 19335

The applicant is seeking a two (2)-year extension to January 19, 2025 of the Conshohocken Borough Zoning Hearing Board approval for the following variances granted at the August 26, 2021 hearing: from Zoning Code Sections §27-1714.1.A; §27-1903.B.2; §27-1903.B.3.A-C; §27-1903.B.4; §27-1903.B.6; §27-1903.B.9; §27-1903.B.12; §27-1904.B.1-5; §27-2007.F.1-3; §27-2007.H & J; §27-820.C-F; §27-1404.4.A-C; §27-1105; and §27-1102 to permit development of a proposed 4-story multi-family building with 21 units and parking garage within the Floodplain Conservation 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: June 21, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 261-263 E. Elm Street Extension Request – Zoning Determination

History of the Site:

261-263 E. Elm Street is an approximately 0.5-acre property, located at the southwest corner of E. Elm Street and Poplar Street. The property is bounded by the Fine Grinding Corporation property to the south and west, along with some residential dwellings to the west near the E. Elm Street frontage. The majority of the property is located in the LI – Limited Industrial zoning district, with a small portion in the BR-2 – Borough Residential 2 zoning district, as well as the Residential Overlay District. The majority of the site is located in the Floodplain Conservation District and Zone AE Special Flood Hazard Area as defined by the FEMA Flood Insurance Rate Map (FIRM). The property is currently developed with a building housing multiple commercial uses, including a fitness center, locksmith, and offices; along with 23 parking spaces.

The applicant, Craft Custom Homes, LLC, proposes to demolish all of the existing site improvements in order to construct a multifamily residential development consisting of a 4-story building containing 21 units with rooftop decks. The applicant also proposes an under-building parking lot containing 42 parking spaces and a courtyard located behind the building.

The applicant went before Borough Council on June 2, 2021 and was granted conditional use approval for the following sections of the Borough Zoning Ordinance:

- §27-1901-B – To permit a residential development utilizing the Residential Overlay District.
- §27-1903-B.11 – To permit a building height of 45 feet.

The applicant went before the Conshohocken Borough Zoning Hearing Board on August 26, 2021 and was granted zoning relief for the following sections of the Borough Zoning Ordinance:

- §27-1714.1.A – In order to a construct a new building in the 100- year flood plain.
- §27-1903-B.2 – To exceed the allowable maximum permitted dwelling unit density of 33 units per acre.
- §27-1903-B.3.A-C – To provide relief from the district’s front, side, and rear yard setback standards.
- §27-1903-B.4 – To exceed the allowable maximum building coverage of 40%.
- §27-1903-B.6 – To allow the proposed parking setback to be less than the minimum 10-foot setback from property lines.

- §27-1903.B.9 - To allow for the parking to be located under the building rather than the rear yard of the parcel.
- §27-1903.B.12 - To develop a parcel that does not comply with the minimum tract area for the district.
- §27-1904-B.1-5 - To provide partial relief from the screening, buffering, and street tree regulations of the ordinance.
- §27-2007.F.1-3 - To provide relief from the required buffer strip.
- §27-2007.H - To provide relief from the required curbed planting strips.
- §27-2007.J - To provide relief from the requirement of providing shade trees within parking areas.
- §27-820.C-F - To provide relief from the large truck collection access and setback requirements as listed in the ordinance.
- §27-1404.4.A-C - To provide partial relief from the requirements of shade trees along public streets, landscaping of the front yards adjoining residential districts, side and/or rear yard buffers when adjoining residential districts.
- §27-1102 - To permit the proposed multi-family building use in the BR-2 zoning district.
- §27-1105 - To permit relief from the dimensional standards of the BR-2 zoning district.

Per §27-613 of the Zoning Ordinance, the zoning relief granted expires if the applicant does not obtain any and all required permits within the specified timeframe. The relief granted by the Zoning Hearing Board at the August 21, 2021 hearing will expire on July 19, 2023.

Current Request:

The applicant, Craft Custom Homes, LLC, is requesting an extension of the granted zoning relief for an additional two (2)-years extension to January 19, 2025. The request for an extension was received on April 25, 2023, prior to the expiration of the zoning relief.

Zoning Determination:

The proposed development constitutes a land development under the Pennsylvania Municipalities Planning Code, requiring the applicant to complete the Borough's established land development process. The land development process is currently in progress and the Applicant has received land development application reviews and recommendations by the Borough and County Planning Commissions, and has obtained preliminary/final land development application approval from Borough Council by Resolution no. 2022-07 on March 16, 2022. The applicant cannot proceed to apply for permits until the project has adequately addressed all outstanding review comments and obtained the required approvals for land development plans recordation. Therefore, an extension of the previously granted relief is required.

DEBRA A. SHULSKI
debbie@rrhc.com
extension: 210



April 25, 2023

via e-mail

Allison Lee, Zoning Officer
Conshohocken Borough
400 Fayette Street
Conshohocken, PA 19428
zoning@conshohockenpa.gov

**Re: Craft Custom Homes, LLC
Extension Request of Zoning Hearing Board Decision dated August 26, 2021**

Dear Ms. Lee:

This firm represents Craft Custom Homes, LLC (“Applicant”), with respect to the property located at 261-63 E. Elm Street, in Conshohocken Borough (the “Property”). The Applicant was granted several variances, in accordance with a decision issued by the Conshohocken Borough Zoning Hearing Board on August 26, 2021 (the “Zoning Approval”), to allow the Property to be developed with a multifamily residential building. Pursuant to the Zoning Approval and a July 22, 2021, letter from the former Zoning Officer for Conshohocken Borough, Eric. P. Johnson, the Zoning Approval will expire on July 19, 2023, “should all required permits not be obtained within that time period.” You had subsequently confirmed this timing as well in an email dated October 28, 2022.

As you may know, this project also involved conditional use approval and land development approval from Borough Council. While the Applicant now has those approvals it is still addressing various conditions and post approval requirements that must be satisfied prior to plan recordation and ultimately construction. In addition, one of the requests made by Borough Council during the course of the conditional use was that the Applicant coordinate the timing for the construction of this project to occur after the construction of another project that Applicant will soon to be starting construction on Hector Street so that there are not two projects in the near vicinity under construction at the same time.

Accordingly, Craft Custom is respectfully requesting a two (2) year extension of the Zoning Approval, to January 19, 2025, to allow timing to satisfy all conditions of approval and coordination of construction after the Hector Street project.

Kindly place this on the next available Zoning Hearing Board agenda. Thank you for your attention to this matter. Please feel free to give me a call if you want to discuss further.

Very truly yours,

Debra A. Shulski

DEBRA A. SHULSKI

DAS/rmf

cc: Ryan Alexaki (via email)
Nick Vastardis, P.E. (via email)
Alex Glassman, Esquire (via email)

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF CRAFT CUSTOM HOMES, LLC

REGARDING

261-263 EAST ELM STREET

APPLICATION NO. Z-2021-12

DECISION OF THE BOARD

I. HISTORY

On or about October 14, 2020, Craft Custom Homes, LLC (the “Applicant”) filed a Zoning Hearing Board application before the Conshohocken Zoning Hearing Board (the “ZHB”) seeking variances from the use and performance standards of the BR-2 Zoning District, certain performance standards of the Residential Overlay District, and certain provisions of the Floodplain Conservation District of the Borough of Conshohocken Ordinance (the “Ordinance”) for the property located at 261-263 E. Elm St. Conshohocken, PA 19428 (the “Subject Property”) (the “Application”).

The Applicant’s specific request for relief includes the following:

1. A variance from Section 27-1714.1.A to alter an existing building and construct a new building in the 100-year flood plain;
2. A variance from Section 27-1903-B.2 to exceed the allowable maximum permitted dwelling unit density of 33 units per acre to permit 21 units on an approximately .5 acre property;
3. A variance from Section 27-1903-B.3.A-C to provide relief from the district’s front, side, and rear yard setback standards to permit zero-foot (0’) setbacks;

4. A variance from Section 27-1903-B.4 to allow a building coverage of 87.5% when the Ordinance requires a maximum building coverage of 40%;
5. A variance from Section 27-1903-B.6 to allow a parking area setback of one-and-one-half feet (1-½') where the minimum parking area setback is 10 feet from the property lines;
6. A variance from Section 27-1903-B.9 to allow for the parking to be located under the building where parking is required to be located at the rear of the building;
7. A variance from Section 27-1903.B.12 to develop a parcel that does not comply with the minimum tract area for the district where the tract is one-half (½) acre and one (1) acre is required;
8. A variance from Section 27-1904.B.1-5 to provide partial relief from the screening, buffering, and street tree regulations of the Ordinance;
9. A variance from Section 27-2007.F.1-3 to provide relief from the required buffer strip;
10. A variance from Section 27-2007.H to provide relief from the required curbed planting strips;
11. A variance from Section 27-2007.J to provide relief from the requirement of providing shade trees within parking areas;
12. A variance from Section 27-820.C-F to provide relief from the large truck collection access and setback requirements as listed in the Ordinance;
13. A variance from Section 27-1404.4.A-C to provide partial relief from the requirements of shade trees along public streets, landscaping of the front yard

- adjoining residential districts, side and/or rear yard buffers when adjoining residential districts;
14. A variance from Section 27-1105 to permit relief from the dimensional standards of the BR-2 Borough Residential District Two;
 15. A variance, if necessary, from Section 27-1102 to permit the proposed multi-family building.

After notice was duly given and advertised, hearings were held on May 12, June 14, and July 19, 2021. At the hearings, the following Exhibits were introduced and admitted:

Conshohocken Zoning Hearing Board Exhibits

- P-1A Zoning Notice
- P-1B Zoning Hearing Board Application Memo dated October 13, 2020
- P-2 Amended Variance Letter dated February 17, 2021
- P-3 Deed
- P-4 Agreement of Sale
- P-5 Existing Conditions Plan
- P-6 Zoning Plan
- P-7 Landscape and Lighting Detail
- P-8 Proposed Elevations
- P-9 Exhibit Package
- P-10 Curriculum Vitae of Nicholas A. Vastardis, PE
- P-11 Curriculum Vitae of Melissa Duyar, PE
- P-12 Curriculum Vitae of Andreas Heinrich, PE, PTOE
- P-13 Preliminary Floodplain Study prepared by Kimley-Horn, dated March 18, 2021

- P-14 Trip Generation Analysis prepared by Andreas Heinrich, dated July 16, 2020
- P-15 Parking Assessment prepared by Andreas Heinrich, dated August 31, 2020
- P-16 Request for Party Status by R. Morgan
- P-17 Request for Party Status by J. Straka and P. Paone
- P-18 Letter of P. and J. Paone dated May 4, 2021
- P-19 Memorandum of Law prepared by Applicant
- P-20 Letter of Applicant re: Request to Reopen Record dated June 30, 2021
- P-21 Exhibit prepared by RHC Design, LLC
- P-22 Conditional Use Approval by Borough Council

Applicant's Exhibits

- A-1 Zoning Hearing Board Application submitted by correspondence dated October 13, 2020
- A-2 Amended Variances Requested by correspondence dated February 17, 2021
- A-3 Property Deed
- A-4 Redacted Agreement of Sale
- A-5 Existing Conditions Plan
- A-6 Zoning Plan
- A-7 Landscaping and Lighting Plan
- A-8 Proposed Latest Building Elevation Plans
- A-9 Exhibit package including proposed elevations, floor plans and before and after renderings
- A-10 Curriculum Vitae of Nicholas L. Vastardis, P.E.
- A-11 Curriculum Vitae of Melissa Duyar, P.E., CFM

A-12 Curriculum Vitae of Andreas Heinrich, P.E., PTOE

A-13 Flood Study prepared by Kimley Horn dated March 18, 2021

A-14 Trip Generation Analysis prepared by Andy Heinrich, P.E., PTOE dated July 16, 2020

A-15 Parking Assessment Analysis prepared by Andy Heinrich, P.E., PTOE dated August 31, 2020

Applicant was represented by Debra A. Shulski, Esquire of Riley, Riper, Hollin & Colagreco.

II. FINDINGS OF FACT

1. The Subject Property is located at 261 and 263 East Elm Street.
2. The Subject Property is the site of the original Conshohocken train station.
3. The Subject Property currently contains an existing building occupied by several commercial uses, including a fitness center, locksmith and offices.
4. The Subject Property is bisected by several zoning districts.
5. The Subject Property includes a number of existing nonconformities on the site, including as to the setbacks, impervious coverage, building coverage, landscaping, buffering, and parking.
6. The Subject Property is located primarily in the LI-Limited Industrial Zoning District, with a small portion in the BR-2- Borough Residential 2 Zoning District; the Subject Property is also subject to the Residential Overlay District.
7. The majority of the site is located in the Floodplain Conservation District and Zone AE Special Flood Hazard Area as defined by the FEMA Flood Insurance Rate Map (FIRM).

8. The owners of record of the Subject Property include: John Staley, Joseph Staley, and John Staley Jr. (“Property Owners”).
9. Craft Custom Homes, LLC is the equitable owner of the Subject Property.
10. The Applicant is proposing a redevelopment of the Subject Property consisting of demolishing all of the existing site improvements and constructing a four-story multifamily residential building consisting of 21 units.
11. The Applicant also proposes an under-building parking lot containing 42 parking spaces and a courtyard located behind the building.
12. Ryan Alexei, the owner of Craft Custom Homes, LLC, offered the following testimony on behalf of the Applicant:
 - a. Craft Custom Homes has an agreement of sale with Property Owners.
 - b. The agreement with the Property Owners has been extended and is still in full force and effect.
 - c. Craft Custom Homes specializes in redevelopment and infill development of existing neighborhoods in a lot of surrounding communities such as Colonial School District, Conshohocken, King of Prussia, Tredyffrin, and Radnor.
 - d. The Subject Property is at the corner of Elm and Poplar;
 - e. The Subject Property spans from Elm through Poplar and back to the train tracks in the rear.
 - f. The parcels in this general area are designed in a streetscape style, which means the homes are closer to the roadway.

- g. The existing dwelling has two curb cuts to the parcel; Applicant proposes to maintain those curb cuts so as to not interfere or eliminate any on-street parking.
- h. The architecture and landscape architecture design professionals try to take into consideration all of the surrounding area and maintain the streetscape when designing the building and landscape package;
- i. The proposal is similar to with other redeveloped properties in the area in terms of appearance and style.
- j. The Applicant is proposing a first floor parking garage which consists of 42 parking spaces and is proposing a minimum of five scissor lifts to increase their potential parking.
- k. Part of the Applicant's request for the conditional use with Borough Council relates to increasing the building height from 40 feet to 45 feet, which would then allow for the maximization of the number of scissor lifts; this would allow for expanded parking in the future;
- l. Above the first floor parking garage would be three (3) stories and a rooftop deck.
- m. The Applicant reached out to neighbors and received 25 signatures in favor, many of which were on the 200 and 300 block.
- n. The proposal decreases the number of trips according to a traffic study conducted;
- o. There is a potential to have 84 spaces based on future needs.

- p. Regarding parking for development of these particular parcels, Borough Council requested that the Applicant restrict the units to two (2) bedrooms.
- q. Applicant's target market is young industry individuals, newer relationships and/or downsizers.
- r. None of the surrounding buildings on 200 or 300 blocks meet the BR Residential Overlay District side, front, rear yard requirements.
- s. All units are similar in size.
- t. The idea with implementing scissor lifts was to install five (5) of them for the first five (5) buyers, which would then open up five (5) spots, which would not be assigned to the community and could be utilized for guest parking;
- u. The Applicant agreed, at the Borough Council's request, to add power to every single parking spot for future access to scissor lifts and agreed to add power so that each parking spot could have the future availability of an electric vehicle charging station.
- v. The Subject Property is on a one-half (1/2) acre lot.
- w. Due to the provision of parking and the design of the building related thereto, the project is not viable at a reduced density (i.e. sixteen (16) units).
- x. Any adjustment to the building would not significantly alter or change the flood study.
- y. The units vary from 1,500 square feet and 1,700 square feet;
- z. The Applicant is agreeable to maintain this project as two (2) bedroom condos.

- aa. The Applicant spoke with neighbors regarding the project with respect to whether they are in support of the project;
 - bb. The Applicant had a team go out and walk door-to-door on several different occasions up and down Elm Street and Hector Street, along with approaching individuals around another property the Applicant owns at 541 East Hector Street, and provide individuals with information on the project;
 - cc. The vast majority of people that the Applicant's team approached were in favor of the project.
 - dd. The Applicant is proposing an underground containment system with topsoil, which will allow the trees to grow freely;
 - ee. The Applicant has agreed to add street lighting, landscape lighting, and building lighting, along with coming up with a decorative design to add additional greenery to the potential project.
 - ff. There is landscaping, buffering on the back of the building, which is next to the railroad tracks.
13. Melissa Duyar, a water resource engineer at Kimley-Horn & Associates, was qualified as an expert in engineering with a specialty in floodplain studies and offered the following testimony on behalf of the Applicant:
- a. Ms. Duyar and her company have extensive experience in preparing flood study reports and FEMA related documents.
 - b. As part of the floodplain study, Kimley-Horn & Associates, requested the effective FEMA model, the hydrologic and hydraulic models that dictates the 100-year water surface elevation of the Schuylkill River;

- c. Ms. Duyar's office took a copy of FEMA's model and updated it with existing conditions site survey to develop a new existing conditions base, and then took another copy of the model and updated it with a proposed building and proposed grading plan.
 - d. The study determined that there was a 1/100 of a foot of rise at just two cross-sections along the entire model length;
 - e. The model has about 120 cross-sections and there were just two locations where that was occurring.
 - f. The floodplain study was prepared in accordance with the applicable Ordinance requirements;
 - g. What 1/100 of a foot rise means is that, in the proposed conditions, the water surface elevation at two of those cross-sections along the full length of the river experiences 1/100 of a foot rise in the software program that the company uses.
 - h. The floodplain study uses all of the FEMA methodologies.
 - i. The floodplain study did not look at spring water.
14. Nicholas Vastardis, President of Vastardis Consulting Engineers, was qualified as an expert and offered the following testimony on behalf of the Applicant:
- a. Through the development process, it is being proposed to consolidate the parcels as one tract to be developed for the multifamily use.
 - b. The redevelopment of this project would result in a reduction of the existing nonconformities, primarily the impervious coverage, landscaping and parking

- c. One of the variances refers to landscaping parking area; however, given that parking will be under the building, there won't be any light for vegetation to grow
- d. A trash area has been provided removed from the street.
- e. The landscape plan proposes street trees everywhere possible, except where there are utilities or access points;
- f. The landscape plan proposes porous pavers and a soil panel under the sidewalk for trees to grow and infiltrate water;
- g. The building is nonconforming with respect to setbacks, especially along Poplar.
- h. The bisection of the Subject Property by two different zoning districts creates a uniqueness.
- i. The proposed development will be serviced by public water and sewer and other utilities are readily available.
- j. The proposed development provides for adequate buffering and screening.
- k. The sidewalk that currently exists will be ripped up and replaced with pavers.
- l. Additional trees cannot be planted due to utilities;
- m. Any redevelopment of the property for either commercial or residential uses, would require similar relief.
- n. Landscaped islands cannot be placed inside of a building because the vegetation will not be exposed to light or water.

- o. As part of the Conditional Use Approval granted by Borough Council, the Applicant agreed to provide landscaping and screening to the satisfaction of the Borough.
 - p. The development is consistent with the Comprehensive Plan, and the Comprehensive Plan supports multifamily use, and encourages land use or redevelopment of this area.
 - q. New lighting will be installed.
 - r. The building coverage numbers shown on the site plan, the percentage on the plan references 87.5 percent of relief that is being sought, which includes the overall footprint area and certain open air walkway areas;
 - s. If the open areas were excluded from the building coverage, the percentage of the building coverage would be 58.7 percent.
 - t. The building could not be made any smaller to reduce the amount of building coverage due to the parking, including the stalls, the aisle widths, ingress, and egress;
 - u. Given that almost the entirety of the property is located in the Flood Hazard District, any reasonable redevelopment would require that the building be elevated and would require a larger footprint in order to meet the parking requirements.
15. Andreas Heinrich, President of Heinrich & Klein Associates, Inc., was qualified as an expert and offered the following testimony on behalf of the Applicant:
- a. Engineers in estimating traffic for any kind of land use rely on a nationally recognized publication entitled “Trip Generation Manual,” which is published

by the Institute of Transportation Engineers and is frequently used to estimate traffic for various land uses.

- b. Mr. Heinrich compared the trip generation for the proposed 21-unit townhouses versus what currently exists on the site;
- c. The current site has retail, general office and a fitness club on the site;
- d. The current use of the site is expected to generate more than 300 trips a day, total inbound and outbound, with 14 morning peak hour trips and 40 afternoon peak trips;
- e. This was compared to the proposed 21-unit townhouses, which can be expected to generate 118 trips per day, total inbound and outbound, with 11 morning peak hour trips, and 15 afternoon peak hour trips;
- f. Replacing the current use with the proposed residential use results in a trip reduction of more than 180 trips in a day, more than three peak hour trips in the morning peak hour, and reduce the afternoon trip generation by 25 trips per day;
- g. The proposed use is a less intensive use, in terms of traffic generation and impact, than what currently exists on the site.
- h. For the parking assessment analysis dated August 31, 2020, Mr. Heinrich examined national guidelines to compare what kind of parking would be adequate for the development, as proposed;
- i. Mr. Heinrich looked at a publication entitled, "Parking," which is published by the Eno Foundation for Transportation, along with a publication entitled

“Parking Generation,” which is published by the Institute of Transportation Engineers;

- j. The Application proposes provide 42 parking spaces, which results in a ratio of two (2) spaces per dwelling unit for the site.
 - k. Two (2) spaces per dwelling unit represents a more than adequate parking supply for the proposed development.
 - l. The proposed project will not result in any undue congestion and hazard.
 - m. Mr. Heinrich has worked on other projects that involved automated parking;
 - n. Mr. Heinrich is not aware of any issues regarding health, safety or welfare concerning scissor lifts.
 - o. Each unit will be assigned one parking space, and then the remaining spaces will be available on a first-come, first-serve basis
 - p. Given that the building height was approved, it would allow for even more opportunity to provide these scissor lifts, and therefore, more additional parking beyond the minimum amount required by the zoning ordinance.
 - q. For the commercial use, trip rates are based on equations and rates that are related to thousands of square feet of floor area;
 - r. Mr. Heinrich used square footage as the variable in the analysis.
 - s. On-street parking was not included in the calculation;
 - t. The on-street parking spaces were not 100 percent occupied;
16. Julia Straka and Phil Paone of 346 East Elm Street, Conshohocken, Pennsylvania, were granted party status.
17. No other residents offered comments regarding the application.

III. DISCUSSION

Section 27-1714 of the Ordinance, entitled “Uses Prohibited in Floodplain Conservation District”, in its pertinent parts states:

1. Any use or activity not authorized within § 27-1713 shall be prohibited within the Floodplain Conservation District, and the following activities and facilities are specifically prohibited, except as part of a redevelopment project in compliance with § 27-1713, Subsection 1G:
 - A. No new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the one-hundred-year floodplain.

Section 27-1903-B of the Ordinance, entitled “Performance Standards”, in its pertinent parts states:

1. Any buildings constructed as part of the Residential Overlay District shall reflect the scale, rhythm, materials, height, and massing of the buildings adjacent to the proposed development site. Considerations should be given to the buildings surrounding the parcel for development, as well as to the buildings and structures that form the streetscape.
2. Maximum density: 33 dwellings per acre.
3. Yards.
 - A. Front yard: 30 feet to be measured from the property line.
 - B. Side yard: two required; 10 feet for each side measured from the property line.
 - C. Rear yard: 30 feet to be measured from the property line.
4. Maximum building coverage: 40% of total lot area.
5. Maximum impervious coverage: 80% of total lot area, subject to the approval of the Borough Engineer.
6. Parking area setbacks. From property line: 10 feet.
7. Internal driveway setback. From property line: 10 feet.

8. Parking requirements. A minimum of two parking spaces per unit shall be provided on-site. These spaces shall be adequately identified and designated for each unit.
9. Parking Lot Location. Parking shall be to the rear of the building.
10. Minimum Building Separation.
 - A. Between ends of buildings, or end of one building and side (longer dimension) of another: 40 feet.
 - B. Between parallel sides of buildings: 40 feet.
11. Height limit: 35 feet, unless otherwise permitted by Conshohocken Borough Council as a conditional use.
12. Minimum tract area: The minimum tract area shall be one acre.

Section 27-1904-B of the Ordinance, entitled “Landscaping and Buffering Standards”, in its pertinent parts states:

1. Any development that is adjacent to a residential use shall be screened from that use by wall, fence or landscape material. If landscaping materials are used, such landscaping screen shall be designed by a landscaping architectural plan which shall be approved by the Borough.
2. Street trees shall be provided along all streets. Shade trees shall be provided at a maximum spacing of 30 feet on center and a minimum caliper of 3 1/2 inches.
3. Service areas. All trash dumpsters, receptacles, etc., shall be screened from the view of residents, adjoining properties, and streets. Such screening may use landscape materials, opaque fences or a combination of both.
4. All parking lots shall be screened by a buffer of trees and shrubs from all adjacent properties and streets.
5. The use of native plant materials and naturalistic design is encouraged.

Section 27-2007 of the Ordinance, entitled “Design Requirements for Parking Lots”, in its pertinent parts states:

- F. Unless specified in an individual district, a buffer strip 10 feet in width shall be provided along each property line abutting a

residential property or a public right-of-way. The buffer shall be designed according to the following standards:

1. Where a parking area adjoins a residential property, a dense, continuous, evergreen screen at least six feet in height shall be provided. In lieu of a planted buffer, a six feet high decorative opaque fence may be substituted.
2. Where a parking area adjoins a public right-of-way, a screening of continuous evergreen hedging a minimum of four feet in height shall be provided. In lieu of a hedge planting, a decorative wall at least four feet in height or a combination of plantings, ornamental fencing and walls may be provided.
3. The use of native plant materials and naturalistic design is encouraged.

H. No parking area shall abut directly upon a public street, but instead shall be separated from the street by curbed planting strips a minimum of five feet in depth from the edge of the cart way or sidewalk, with suitable breaks for access ways.

J. Shade trees shall be provided within all parking areas at a minimum rate of one 3 1/2 inch caliper shade tree per 10 parking spaces.

Section 27-820 of the Ordinance, entitled “Refuse Collection Facilities”, in its pertinent parts states:

In all zoning districts, multifamily, commercial, industrial, or office uses refuse collection facilities must be provided by the applicant, either inside the building(s) or within an area enclosed by either walls or opaque fencing, according to the following provisions:

- A. These facilities shall be architecturally compatible with the building(s).
- B. Walls or fencing shall be designed to shield the refuse facilities from direct view from adjacent properties, to a height of at least six feet.
- C. These facilities shall be designed in a manner that can accommodate large collection trucks.
- D. Landscaping is required around these facilities.

- E. Refuse facilities attached to or within buildings shall be subject to the same building setbacks as the buildings.
- F. Refuse facilities detached from buildings shall be subject to the setback of 10 feet from all property lines.

Section 27-1404.4 of the Ordinance, entitled “Additional Development Regulations - Landscaping”, in its pertinent parts states:

- A. Shade trees shall be provided along all public streets.
- B. The area within the front yard setback shall contain shade trees and ornamental plantings when the property adjoins or faces a residential use or district.
- C. A screen buffer of evergreens and/or an opaque fence, six feet in height, shall be required whenever a side yard or rear yard adjoins a residential use.

Section 27-1105 of the Ordinance, entitled “Permitted Use Dimensional Standards”, in its pertinent parts states:

The following standards shall apply to all permitted uses in the BR-2 District.

- A. The minimum lot size shall be 3,500 square feet for single-family detached dwellings; 2,500 square feet for single-family semidetached dwellings per individual dwelling unit; 1,800 square feet per unit for single-family attached dwellings; and 5,000 square feet for two family detached dwellings.
- B. The minimum lot width shall be 40 feet for single-family detached dwellings; 25 feet for single-family semidetached dwellings; 18 feet per unit for single-family attached dwellings; and 50 feet for two-family detached dwelling.
- C. The front yard setback shall be 15 feet, to be measured from the ultimate right-of-way line; except where there is an established line, as herein defined, then the building line of the majority of the buildings on that side of the block shall be used as the minimum required front yard setback. However in no case shall the setback be less than 10 feet from the face of a curb of a public street.
- D. The minimum rear yard setback shall be 25 feet.
- E. The minimum side yard setback shall be five feet for each side for a single-family detached dwellings. Semidetached

dwellings shall have a five-foot side yard setback for the side not sharing a common wall. The minimum side yard setback of a two-family detached or the end unit of a single-family attached dwelling shall be seven feet.

- F. Not more than eight single-family attached dwelling units per series shall be permitted.
- G. The maximum building coverage shall not exceed 40% of the lot area.
- H. The maximum impervious coverage shall not exceed 60% of the lot area. A minimum of two permanent rear off-street parking spaces per single-family dwelling measuring nine feet by 18 feet may be excluded from the impervious coverage calculation. Such spaces will be subject to review by the Borough Engineer to determine that there are no adverse effect related to drainage and stormwater management. The cost of the engineering review will be born by the homeowner.
- I. The maximum building height shall not exceed 35 feet.
- J. The minimum building width shall be 18 feet.

Section 27-1102 of the Ordinance, entitled “Permitted Uses”, in its pertinent parts states:

- 1. Single-family detached dwellings (single).
- 2. Single-family semidetached dwellings (twin).
- 3. Single-family attached dwellings (townhouse).
- 4. Two-family detached dwellings (duplex).
- 5. Accessory uses pursuant to Part 8, General Regulations, § 27-811, of this Chapter.

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

The variances requested are dimensional in nature. When seeking a dimensional variance within a permitted use, the owner is asking only for a reasonable adjustment of the zoning regulations in order to utilize the property in a manner consistent with the applicable regulations. Hertzberg v. Zoning Bd. of Adjustment of City of Pittsburgh, 721 A.2d 43, 47 (Pa. 1998). Thus, the grant of a dimensional variance is of lesser moment than the grant of a use variance, since the latter involves a proposal to use the property in a manner that is wholly outside the zoning regulation. Id.

IV. CONCLUSIONS OF LAW

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

1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances or conditions generally created by the provisions of the Ordinance in the neighborhood or district in which the property is located;
2. That because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Ordinance and that the authorization for a variance is therefore necessary to enable the reasonable use of the Subject Property;

3. That the variance will not alter the essential character of the neighborhood or district in which the Subject property is located, nor substantially or permanently impair the appropriate use or development of the adjacent property, or be detrimental to the public welfare;

4. That the unnecessary hardship has not been created by the Applicant; and,

5. That the variance will represent the minimum variance that will afford relief and will represent the least modification possible under the pertinent provisions of the Ordinance.

ORDER

AND NOW, this 26th day of August, 2021, the Application of Craft Custom Homes, LLC seeking variances from the Conshohocken Borough Zoning Ordinance of 2001 is **GRANTED** to permit a residential multi-family building with associated parking in conformity with the exhibits and testimony presented at the hearings.

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

CONSHOHOCKEN ZONING HEARING BOARD

Date Personally Delivered:

Richard D. Barton

Or Date emailed:

9/2/21

Mark S. Danek

Gregory Scharff

Marlowe Doman

Alan Chmielewski

I, Alexander Glassman, the Solicitor of the Conshohocken Zoning Hearing Board, hereby certify that each member of said Board has read and approved this written opinion, which accurately reflects the actions and vote by said Board at its July 19,2021 hearing in this matter. Said Board members have consented to their signatures to be affixed to this Decision as above.

Alexander M. Glassman

Alexander M. Glassman, Esquire



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 JUNE 26, 2023, ZONING HEARING BOARD MEETING

ZONING HEARING Z-2023-09

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on June 26, 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	Afrim Sula and Mario Kallabani 2015 Cedar Drive, Warrington, PA 18976
PREMISES INVOLVED:	126 West Third Avenue Conshohocken, PA 19428 BR-1 - Borough Residential District 1
OWNER OF RECORD:	Afrim Sula and Mario Kallabani 2015 Cedar Drive, Warrington, PA 18976

The Applicant is seeking a variance from the Conshohocken Borough Zoning Code Sections §27-1005.B and I to permit a new 1,063 SF (19'-4" wide x 56'-2" long) single-family detached residential dwelling on a 29.35' lot width whereas a minimum building width of 20' and a minimum lot width of 40' for single-family detached dwellings are required within the BR-1 - Borough Residential District 1.

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

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

Thank you,
Zoning Hearing Board



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: June 21, 2023
To: Stephanie Cecco, Brittany Rogers
From: Allison A. Lee, PE
Re: 126 West Third Avenue - Zoning Determination

History of the Site:

The above referenced property is primarily an existing 29.35 ft wide by 140 ft long (4,109 SF) land parcel with only an existing 27'-3" wide by 25'-8" long (approximately 700 SF) one-story detached garage structure located to the rear of the site. The site is located within the BR-1 - Borough Residential District 1. The site is fronted by West Third Avenue to the south; and surrounded by an unnamed alley to the north; and residential properties to the east and west.

Current Request:

The Applicants, Afrim Sula and Mario Kallabani, is proposing to construct a new 1063 SF (19'-4" wide x 56'-2" long) three(3)-story single family detached dwelling with front porch and associated walkways, fencing, a rear deck and roof deck, and stairs. The Applicant is also proposing to demolish a 315 SF portion of the existing detached garage structure on site to provide an off-street paved parking area located in the rear yard adjacent the unnamed alleyway. Access to the rear parking area will be by way of a proposed shared stairway with the adjoining property located at 124 West Third Avenue, which is under the same ownership as the Applicants.

The Applicants is seeking a Variance from the Conshohocken Borough Zoning Code, Section §27-1005.B and I to permit a new 19'-4" wide single-family detached residential dwelling on a 29.35' lot width whereas a minimum building width of 20' and a minimum lot width of 40' for single-family detached dwellings are required within the BR-1 - Borough Residential District 1.

Zoning Determination:

In accordance with the Conshohocken Borough Zoning Code, Section §27-1002.1, a single family detached dwelling is a permitted use within the BR - Borough Residential District 1 zoning district.

Per the Conshohocken Borough Zoning Code, Section §27-1005.B, the permitted use dimensional standard minimum lot width shall be 40 feet for single-family detached dwellings and 25 feet for single-family semidetached dwellings per individual unit. The Applicant is proposing a single-family detached dwelling on an existing 29.35 feet wide lot width; therefore, a variance from Zoning Code

Section §27-1005.B. is required from the Zoning Hearing Board to permit the proposed single-family detached dwelling on a lot that is less than the required 40 feet minimum lot width.

Per the Conshohocken Borough Zoning Code, Section §27-1005.I, the permitted use dimensional standard minimum building width shall be 20 feet. The Applicant is proposing a single-family detached building width of 19'-4" wide which is less than the required minimum 20 feet; therefore, a variance from Zoning Code Section §27-1005.I is required from the Zoning Hearing Board to permit the proposed building width to be 19'-4" whereas a minimum building width of 20 feet is required.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: Z-2023-09

Date Submitted: 5/15/23

Date Received: 5/15/23

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:

27-1005

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

126 W 3rd Avenue

4. Applicant's Name: Afrim Sula & Mario Kallabani

Address: 2015 Cedar Drive, Warrington, Pennsylvania 18976

Phone Number (daytime): 215 833 1495

E-mail Address: afrim77@gmail.com

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

6. Property Owner: Afrim Sula & Mario KALLABANI

Address: 2015 Cedar Drive, Warrington, Pennsylvania 18976

Phone Number: 215 833 1495

E-mail Address: afrim77@gmail.com

7. Lot Dimensions: 29.35' x 140.0' Zoning District: BR-1

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

Yes No If yes, please describe.

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

With the exception of a single-story two-car garage at the back of the property, the property is vacant. The garage is one-story tall, 27'-3" wide (side to side), and 25'-8" deep (front to back).

10. Please describe the proposed use of the property.

The proposed use is for a single-family dwelling.

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

The proposed improvements include: a three-story, detached, single-family house with a front porch, a backyard deck, and a roof deck. The existing garage at the back of the property will remain.

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

The houses on the properties adjacent to 126 W 3rd Avenue were built as detached houses. Because of this the owners feel that 126 W 3rd Avenue is best suited for another detached house. The lot width (29'-4 1/4") is less than 8" narrower than what would be required for a minimum house width of 20'-0" and two 5'-0" side yards.

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

a. The unique characteristics of the property: The property is 29'-4 1/4" wide, with properties with detached houses on both sides.

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

The zoning code requirements for a 20'-0" minimum house width and a 40'-0" minimum lot width (for a detached house) restrict the construction of a detached house at 126 W 3rd Avenue. A semi-detached house could be built as-of-right but that offers no advantages to 126 W 3rd Avenue or its adjacent neighbors.

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

The neighboring houses are a mixture of detached and semi-detached single-family houses. The existing house, side yard, and lot widths vary on this block of 3rd Avenue. The precedent of detached houses with narrow side yards has already been established on this block.

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.

1. We felt the neighbors should have the required side yard width on the other side of their side property lines. Their access to light and air should not be less than what the Zoning Code requires. That is why we are asking for relief from the house width requirement, not the side yard width requirement.
2. The lot width cannot be changed.
3. All other Zoning Code requirements are being adhered to.

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

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

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

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

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

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

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

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

a. Attorney's Name: _____

b. Address: _____

c. Phone Number: _____

d. E-mail Address: _____

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

AFRIM SIJLA
Applicant

MARIO KALABANI
Legal Owner

5/10/2023
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~MONTGOMERY~~ PHILADELPHIA

As subscribed and sworn to before me this 10th day of MAY, 2023.

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
JORGO XHORI - Notary Public
Philadelphia County
My Commission Expires December 4, 2026
Commission Number 1195301

(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"/>

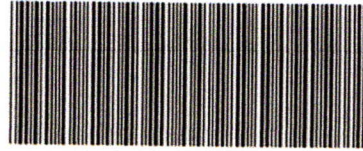
DATE OF ORDER: _____



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 6216 PG 00200 to 00204.1
INSTRUMENT # : 2021025675
RECORDED DATE: 03/08/2021 11:33:53 AM



5901132-0026M

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed	Transaction #: 6256296 - 2 Doc(s)
Document Date: 12/09/2020	Document Page Count: 4
Reference Info:	Operator Id: dkrasley
RETURN TO: (Simplifile) Allstates Title Service Inc. 1176 Whitehorse Mercerville Road Hamilton, NJ 08619 (609) 585-7000	PAID BY: ALLSTATES TITLE SERVICE INC

*** PROPERTY DATA:**

Parcel ID #:	05-00-11140-00-6
Address:	126 W THIRD AVE
	PA
Municipality:	Conshohocken Borough (100%)
School District:	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$94,000.00
TAXABLE AMOUNT:	\$94,000.00
FEES / TAXES:	
Recording Fee:Deed	\$86.75
Affidavit Fee	\$1.50
State RTT	\$940.00
Conshohocken Borough RTT	\$470.00
Colonial School District RTT	\$470.00
Total:	\$1,968.25

DEED BK 6216 PG 00200 to 00204.1
Recorded Date: 03/08/2021 11:33:53 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Deed

UPI # 05-00-11136-001 & 05-00-11140-006

Kurt Griffin and Samantha Griffin

TO

Afrim Sula and Mario Kallabani

Allstates Search & Abstract Co. Inc.
1176 Whitehorse Mercerville Rd
Hamilton, NJ 08619

CONSIDERATION:

STATE TAX: 940.00

LOCAL TAX: 940.00

Prepared by and Return to:

Allstates Search & Abstract Co. Inc.
1176 Whitehorse Mercerville Rd
Hamilton, NJ 08619

File No. PA20-0938-OR

UPI # 05-00-11140-006

(2)

This Indenture, made the 9th day of December, 2020,

Between

KURT GRIFFIN AND SAMANTHA GRIFFIN

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

AFRIM SULA AND MARIO KALLABANI

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

Witnesseth, that the said Grantors for and in consideration of the sum of **Ninety Four Thousand And 00/100 Dollars (\$94,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, as joint tenants with the right of survivorship

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described according to a survey and Plan thereof made by John B. Hoey on July 11, 1948, as follows, to wit:

BEGINNING at a point on the Northeasterly side of Third Avenue at the distance of 235.68 feet Southeastwardly from the Southeasterly side of Maple Street, thence along Land now or late of Joseph McFarland Northeastwardly 140 feet to a stake a corner on the Southwesterly side of a 20 feet wide alley, thence along the said side thereof Southeastwardly 29.35 feet to a stake a corner of land now or late of William Lawler, thence along said land of Lawler Southwestwardly 140 feet to a stake a corner on the Northeasterly side of Third Avenue aforesaid and thence along said side thereof Northwestwardly 29.35 feet to the place of beginning.

BEING Parcel 05-00-11140-00-6

BEING the same premises which Clyde E. Griffin and Willtrude I. Griffin, by Deed dated April 28th, 2018, and recorded July 27th, 2018, in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Book 6100, Page 00753, as Instrument No. 2018050629, granted and conveyed unto Kurt Griffin and Samantha Griffin, in fee.

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

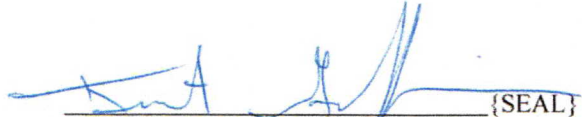
To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper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

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


Warrant and Forever Defend.

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

**Sealed and Delibered
in the Presence of Us:**



Kurt Griffin {SEAL}



Samantha Griffin {SEAL}

Commonwealth of Pennsylvania }
County of Montgomery } ss

On this, the 9th day of December, 2020, before me, the undersigned Notary Public, personally appeared **Kurt Griffin and Samantha Griffin**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

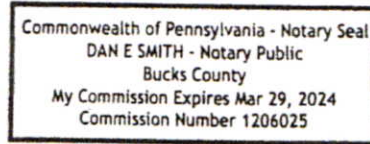
IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public DAN E. SMITH
My commission expires 03/29/2024

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

**1831 Stanwood Street
Philadelphia, PA 19152**


On behalf of the Grantees
DAN E. SMITH





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

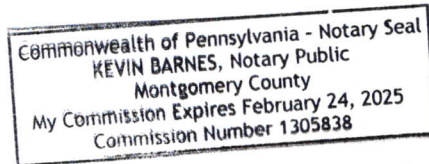
February, 2023

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:

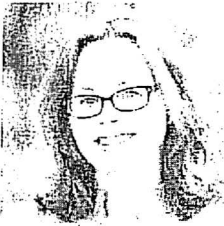
BY ORDER OF THE ZONING HEARING BOARD

	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


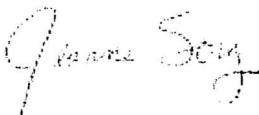
Document Type: Deed	Transaction #: 3510441 - 1 Doc (s)
Document Date: 01/17/2017	Document Page Count: 2
Reference Info:	Operator Id: msanabia

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

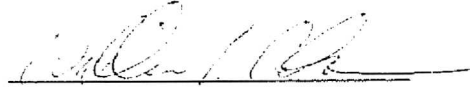
\$15.00
TG

{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.

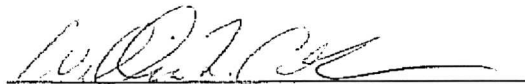


PROTHONOTARY

CERTIFICATE OF RESIDENCE

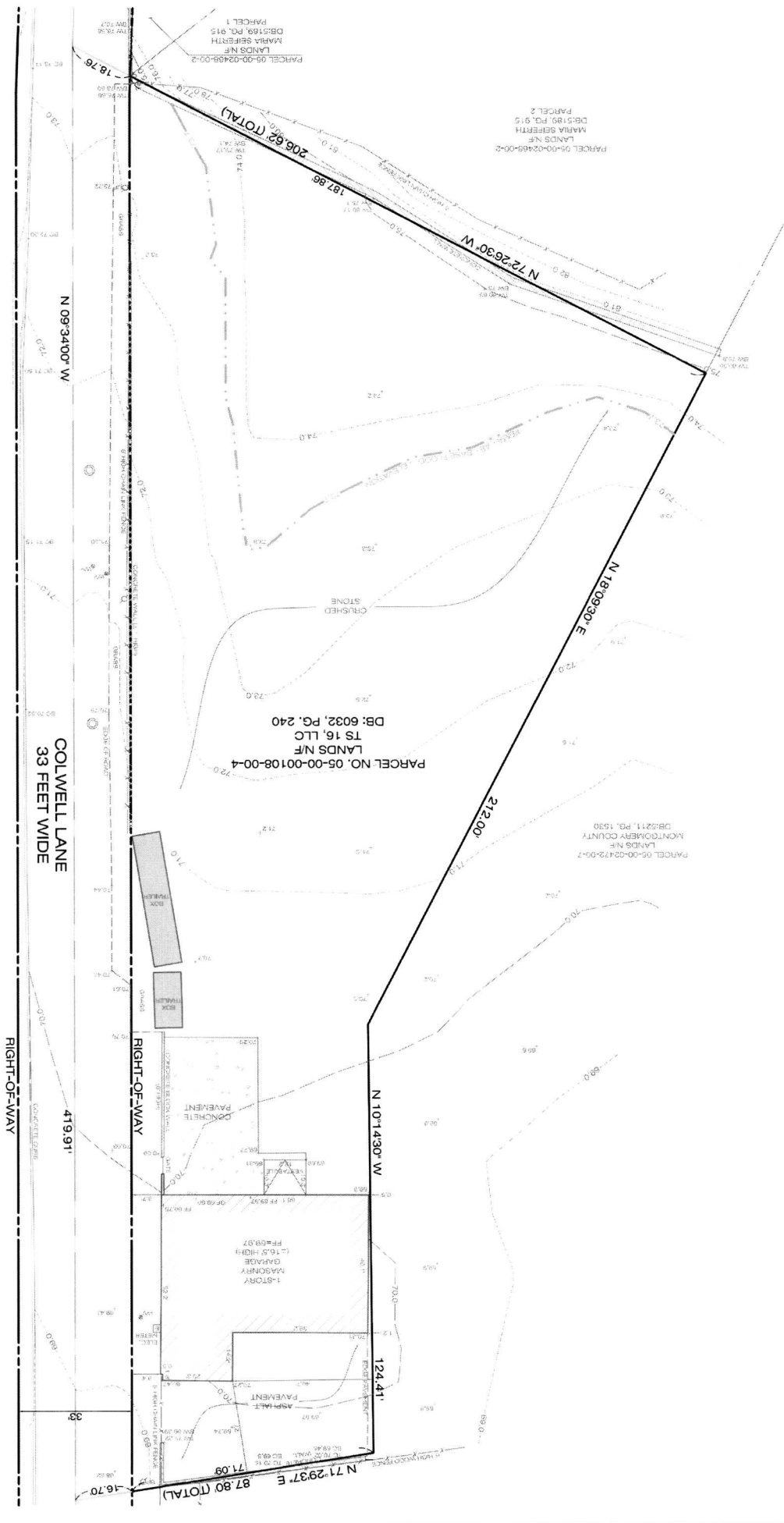
I hereby certify that the precise residence of the Grantee herein is:

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



For the Grantee

Exhibit “B”
Survey



PARCEL 1
 MARIA SHERBETH
 LANDS N/F
 DB:5189, PG. 915
 PARCEL 05-00-02449-00-2

PARCEL 2
 MARIA SHERBETH
 LANDS N/F
 DB:5189, PG. 915
 PARCEL 05-00-02449-00-2

206.62 (TOTAL)

N 72°26'30" W

N 09°34'00" W

N 18°09'30" E

PARCEL NO. 05-00-00108-00-4
 LANDS N/F
 TS 16, LLC
 DB: 6032, PG. 240

PARCEL 06-00-02472-00-7
 LANDS N/F
 MONTGOMERY COUNTY
 DB:5211, PG. 1530

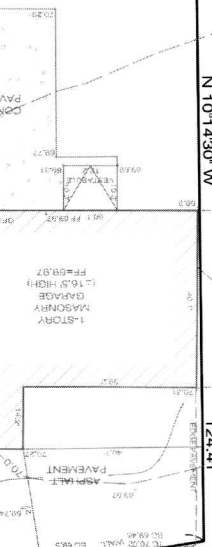
212.00

COLWELL LANE
 33 FEET WIDE

RIGHT-OF-WAY

419.91'

RIGHT-OF-WAY



N 10°14'30" W

124.41'

N 71°29'37" E
 87.80 (TOTAL)

33'

16.70'

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.

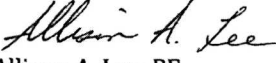
By **February 13, 2023**, you must come into compliance with the Borough ordinance by removing all existing box trailers and unsecured materials from within the Floodplain Conservation District.

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