

ZONING NOTICE

MAY 18TH, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on Monday, May 18th, 2020 at 7:00 p.m. prevailing time via remote means. In response to the Governor's Stay at Home Order due to COVID-19, this meeting will be held using a Web-ex platform.

The public is encouraged to participate as set forth below.

1. Use Webex to view the **video feed**:

<https://atttrialsite2.webex.com/webappng/sites/atttrialsite2/meeting/download/1653b04490b34d8bbc7c43f906bea6c8?siteurl=atttrialsite2&MTID=mf361e4393423b8d68c13582fa5cc654c>

This link will also be made available on the Borough's homepage at: www.conshohockenpa.gov, under the "News & Announcements" section. If this is the first time you have used Webex, the link will direct you to a website to download the Webex application. Please follow the instructions to install the Webex application. If you have already downloaded the Webex application, the link will redirect you to the application itself. Please follow the instructions. It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Webex application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

2. Call-in to participate via **audio**. For ease of use, this method of audio participation (whether listening or providing a public comment pursuant to section 3) should be used by all participants, even those using the Webex application to view the video feed.

Dial: 1-888-822-7517

Access Code/Password: 430 557 7 #

The public is asked to please keep their phones on mute at all times, unless giving a public comment as set forth in section below.

3. There will be a designated time on the agenda for public comment. Those with public comment shall state their name and property address. Prior to the start of the meeting, you may submit written comments by e-mailing them to Bmyrsiades@conshohockenpa.gov. Similarly, during the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov. Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address and property in question.

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following properties; (full specific property notice details can be found on the Borough of Conshohocken Website)

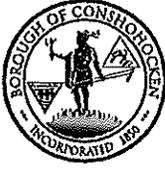
PETITIONER: Corson Street Acq., LP - 3815 West Chester Pk., Newtown Square, PA 19073
PREMISES INVOLVED: 400 West Elm St., Conshohocken, PA 19428
Specially Planned-3 Zoning District

PETITIONER: P & J Poplar, Inc.
PREMISES INVOLVED: 72-74 Poplar St., Conshohocken, PA 19428
Borough Residential 2 Zoning District

PETITIONER: Seven Tower Bridge Development, LLC
PREMISES INVOLVED: 110 and 161 Washington St., Conshohocken, PA 19428
Specially Planned District 2 Zoning District

PETITIONER: Jeffrey L. Grogan
PREMISES INVOLVED: 906 Fayette St., Conshohocken, PA 19428
Residential Office Zoning District

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the entry of appearance form to zoning@conshohockenpa.gov or calling (610) 828-1092. Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request. (ENTRY OF APPEARANCE FORM CAN BE FOUND ON THE BOROUGH OF CONSHOHOCKEN WEBSITE) *(Entry must be received no later than Wednesday May 13th, 2020)*



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

ZONING NOTICE

MAY 18TH, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on Monday, May 18th, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

In response to the Governor's Stay at Home Order due to COVID-19, this meeting will be held using a Web-ex platform. To the extent possible, members of Conshohocken Zoning Hearing Board members, and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following request for an extension of zoning relief granted in 2014.

PETITIONER: Corson Street Acquisition, LP
3815 West Chester Pk., Newtown Square, PA 19073

PREMISES INVOLVED: 400 West Elm St., Conshohocken, PA 19428
Specially Planned-3 Zoning District

OWNER OF RECORD: Same as Petitioner

The Petitioner is requesting an extension of zoning relief granted in 2014 for a building bulk of 574 lineal feet, where 300 lineal feet is permitted. If approved this request would be the third extension for the project.

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the attached entry of appearance form to zoning@conshohockenpa.gov or calling (610) 828-1092. Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request.

Persons with a disability who wish to participate in the public hearing and require an auxiliary aid, service or other accommodation to participate in the hearing should contact the Borough of Conshohocken at 484-243-6069.

Thank you,
Zoning Hearing Board

ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

Audio Feed Participation: You may dial-in to access the audio feed of the meeting. All participants (whether listening or providing comments) must use this method of audio participation, even those using Webex to access the video feed. To access audio, please use the below number and access code/ password information.

- Dial: 1-888-822-7517
- Access Code/Password: 430 557 7 #

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

Video Feed Participation: The public may access the video feed by using the link provided below. *Please note that this will give participants visual only. You must still dial-in in order to get audio of the meeting (see *Audio Feed Participation* section below for further instructions).

VIDEO LINK CAN BE FOUND ON THE BOROUGH OF CONSHOHOCKEN WEBSITE

If this is the first time you have used Webex, the link will direct you to a website to download the Webex application. Please follow the instructions to install the Webex application.

If you have already downloaded the Webex application, the link will redirect you to the application itself. Please follow the instructions.

It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Webex application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and restaurant.

Prior to the start of the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov. Similarly, during the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov.

Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address and property in question.

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at bmyrsiades@conshohockenpa.gov.

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

I/We _____

Request to be granted party status in Application Z _____.

Applicant: _____

Please print name and address below:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than Wednesday May 13th, 2020)

MAIL:
Borough of Conshohocken
Attn: Bobbi Jo Myrsiades
400 Fayette St.
Conshohocken, PA 19428

E-MAIL:
zoning@conshohockenpa.gov



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

MEMORANDUM

Stephanie Cecco
Borough Manager

Date: December 20, 2019

To: Zoning Hearing Board, Alex Glassman, S. Cecco, M. Peters, Esq.

From: Chris Stetler

Re: 400 West Elm Street - Extension of Zoning Relief

History of the Project: 400 West Elm Street is located in the Specially Planned - 3 Zoning District; and consists of 8.2 acres of land in Conshohocken and 1.2 acres in Plymouth Township. Originally approved a residential project; the project was changed to a 400,000 + square foot office building and associated parking. In 2014 a Variance to Section 27-1608.6 of the Zoning Ordinance, which limits the lineal feet of a building to 300 feet, was granted. Building bulk was permitted up to 574 lineal feet, which included a parking garage extending beyond the footprint of the proposed office building.

The amended plan for the project, was approved by Borough Council in 2018. Approved plans indicated that the parking garage would not exceed the footprint of the office building, which is 398 lineal feet.

In March, 2018, an extension of the variance for building bulk was granted for one (1) year through March, 2019. A second extension of relief was granted in January 2019 through March 19, 2020. The project is seeking tenants to construct the project as approved in 2014; but continues to explore alternatives.

Current Request: The Developer has requested a third one (1) year extension to the zoning relief granted for building bulk.

Zoning Determination: Proposed building bulk of 398 lineal feet; exceeds the Specially Planned - 3 Zoning District limit of 300 lineal feet. Regardless of the ultimate use of the site as commercial or residential; an extension of relief is required if the building bulk exceeds that permitted. The Board should inquire if there is a date by which a decision regarding the use of the site will be made.

CORSON STREET ACQUISITION, L.P.

3815 West Chester Pike

Newtown Square, PA 19073

Phone: (610) 996-6600 * Email: bob@landtrustprop.com

December 13, 2019

(Via Email)

Christine Stetler, Zoning Officer
Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

RE: 400 West Elm Street

Dear Ms. Stetler:

Let this letter serve as our request for a one-year extension to the July 7, 2014 approval from the Zoning Hearing Board for our 400 West Elm Street project in Conshohocken. This approval is currently due to expire on 3/19/20.

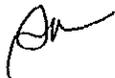
Although we are considering other alternatives for the site, we are still actively pursuing tenants that would allow us to proceed with the project that this Board approved in 2014. Since that approval we have secured final approval from the Borough along with all of the required state and federal permits.

It is still technically feasible for us to secure a building permit before the 3/19/20 deadline but we do not anticipate doing so which has prompted this request for an additional extension.

Except for the fact that the amended final plan, increasing the height, was approved by Borough Council on 3/22/18, and the ZHB approved a one-year extension on 1/17/19, your attached letter dated 3/2/18 accurately summarizes the project. I would respectfully request that this request for an extension be placed on the next available agenda of the Zoning Hearing Board for their consideration.

In the interim, if you have any questions or need any additional information please reach out to me and I will gladly supplement my request as needed.

With warm regards,



Robert J. Dwyer
Vice President- Development



BOROUGH OF CONSHOHOCKEN

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Borough of Conshohocken Zoning Hearing Board

Thursday, January 17, 2019
Conshohocken Borough Hall, 400 Fayette Street
Conshohocken, PA 19428-1904

400 West Elm Street, Conshohocken, PA 19428-1904
Extension of Zoning Relief Granted in 2014 and Extended
Through March 19, 2019

The Conshohocken Zoning Hearing Board at its January 17, 2019 meeting considered the request of Corson Street Acquisition, LP for an additional one (1) year extension to zoning relief granted in 2014. An extension through March of 2019 previously was granted by the Zoning Hearing Board.

The following documents were entered into the Record:

- P-1: Zoning Notice;
- P-2: Letter from Robert J. Dwyer, dated December 10, 2018 requesting the extension;
- P-3: Memorandum from Chris Stetler to S. Cecco and M. Peters, Esq. dated December 13, 2018;
- P-4: 2014 Decision of the Zoning Hearing Board; and
- P-5: Summary of the March 19, 2018 Meeting Approving an Extension of Zoning Relief.

Robert Dwyer, Vice President – Development for Corson Street Acquisition, LP presented the request for a second extension of the zoning relief granted in 2014 for the project at 400 West Elm Street. The prior extension of the relief expires March 19, 2019; and while permits might be able to be drawn, the Developer desires a second extension out of caution.

The proposed project is the development of a 400,000 square foot office building with accessory structured and surface parking. A variance was granted for building bulk to exceed 350 square feet.

Mr. Dwyer reported that the amended plan for the project has received Land Development Approval from Conshohocken Borough Council. The Developer was pursuing Amerisource Bergin as the sole tenant for the project. Amerisource Bergin made the decision to use a different developer. Since that time Corson Street Acquisition has worked to secure two (2) separate tenants to lease the building. The approved plan for the project reduces the building

bulk from 574 lineal feet (the original limit of the Zoning Hearing Board's approval) to 398 lineal feet.

The size of the building was questioned by Mr. Cardamone. Mr. Dwyer responded that if the full 400,000 square feet could not be leased; the Developer might consider reducing the square footage to 325,000 square feet. A resident of the area questioned how much longer it would take to develop the site; and would the current extension be the last requested. At present, the neighborhood is looking at a large industrial style fence. Mr. Dwyer responded that the fence was installed to prevent illegal dumping at the site, and the Developer is willing to work with the neighbors concerning the fence. The Developer hopes to begin construction in spring, 2019.

MOTION: TO APPROVE A ONE (1) YEAR EXTENSION OF ZONING RELIEF THROUGH MARCH 19, 2020. (VACCA/SCHARFF)

Vacca	yes
Scharff	yes
Cardamone	no
Barton	yes

The request for an additional one (1) year extension of zoning relief granted in 2014, through March 19, 2020 was approved.



BOROUGH OF CONSHOHOCKEN

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

Borough of Conshohocken Zoning Hearing Board

Monday, March 19, 2018
Conshohocken Borough Hall, 400 Fayette Street
Conshohocken, PA 19428-1904

400 West Elm Street, Conshohocken, PA 19428
Extension of Zoning Relief Granted in 2014

The Conshohocken Zoning Hearing Board considered a request from Corson Street Acquisition, LP at its Monday, March 19, 2018 meeting. An extension of relief granted in 2014, for building bulk was requested. The Developer was represented by Robert Dwyer, Vice President – Development.

The following documents were entered into the record:

- P-1: Memorandum dated March 2, 2018 summarizing the extension request;
- P-2: A letter from Robert Dwyer dated February 28, 2018 requesting the extension; and
- P-3: The original Decision of the Board approving a variance from §27-1608.6 of the 2001 Zoning Ordinance as Amended granting building bulk of 574 lineal feet.

Mr. Robert Dwyer, representing Equus/Corson Street Acquisition, explained that the Developer was in negotiations with a single tenant for the approved office building to be built at 400 West Elm Street in Conshohocken. The tenant is a Fortune 500 company and will require total floor space of 400,000 square feet. The project must be under construction in early June, or the tenant will go elsewhere. Due to the limitations of the site, the only way to provide additional square footage is to increase the height of the building. The Developer has submitted an amended Land Development Plan for the project, which is being considered by Conshohocken Borough Council on Wednesday, March 21, 2018 (This meeting was rescheduled due to inclement weather for Thursday, March 22, 2018.). There have been no changes to the footprint of either the office building or the garage. All prior representations made regarding the project still are in effect. A second height bonus is being requested from Borough Council to accommodate the increased height of the building. It was noted that one (1) height bonus had been granted. Up to three (3) such bonuses are permitted for the construction of amenities beneficial to the general public.

Question was raised as to what the original height bonus amenity was and what amenity was proposed for the second height bonus. The first height bonus was based on the construction of a comfort station along the trails adjacent to the project. The amenity was met with significant opposition from residential neighbors to the project. A cash contribution was negotiated in lieu of the comfort station. At present, the proposed amenity for the second height bonus still is under negotiation.

Question was raised regarding public access across the site. It was reported that there will be access across the site via Corson Street. There is access across the site between the office building and the parking garage. Lastly, the Cross County trail will run along the north side of the site and continue to connect with the Schuylkill River Trail. Public parking which currently is located at the unopened end of Corson Street will be replaced with public spaces in a surface lot to the east of Corson Street.

There was a brief discussion of the length of an extension needed for the project. It was agreed that a one (1) year extension would be appropriate.

Board Member Cardamone commented that this request appears to be part of a pattern of Developers requesting zoning relief, and no buildings being built, after which additional relief or extension of relief granted is requested. At the original hearing Mr. Cardamone believed that the Developer stated that there was a tenant for the building. Mr. Dwyer responded that at that time the Developer was aware of several companies who would be looking for additional space in the near future, but no tenant lease was signed.

MOTION: TO EXTEND THE ZONING RELIEF GRANTED FOR BULDING BULK IN 2014 FOR ONE (1) YEAR (March 19, 2019). (Danek/Barton)

Danek Yes

Cardamone No

Barton Yes

Motion Granted: March 19, 2018

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF
CORSON STREET ACQUISITION LIMITED PARTNERSHIP

REGARDING

WEST ELM & CORSON STREETS

DECISION OF THE BOARD

I. History of the Case:

By application and addendum dated May 2, 2014 and admitted as Exhibit P-2 (collectively, the "Application"), Corson Street Acquisition Limited Partnership (the "Applicant") is seeking zoning relief from the Zoning Hearing Board (the "Board"), in the nature of a variance (the "Variance") from Section 27-1608.6 of the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance"), which limits buildings to no more than 300 feet in total horizontal length. The Variance relates to the Applicant's land development plan (the "Project") for property located at West Elm & Corson Streets, Conshohocken (the "Property"). The Applicant is requesting that it be permitted to construct a 324,860 square foot office building with below grade parking that would be 398 feet in length¹ (the "Proposed Use").

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

A public hearing was held before the Board on the evening of June 2, 2014, at 7:00 p.m. prevailing time at the Borough Hall in Conshohocken, Pennsylvania. The initial

¹The Application originally requested relief to construct a building 398 feet in length. The Board determined that the below grade parking, which extends beyond the length of the building, should be included in the length calculation and that the true length of the building is 574 feet.

hearing was continued, with the continuation heard on July 7, 2014 at 7:00 p.m. prevailing time at the Borough Hall in Conshohocken, Pennsylvania. At the conclusion of the continuation, the Board discussed the remaining issues and rendered a decision. Due notice was given for the public hearing.

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

II. Findings of Fact:

1. The Applicant is Corson Street Acquisition Limited Partnership, and the owner of the Property is James J. Neave, et al., c/o Michael V. Senolindiver. The Applicant was represented by Louis J. Colagreco, Esquire ("Colagreco") at the hearing, and its principal witness was John Forde ("Forde") of BPG Properties, Ltd., on behalf of the Applicant.
2. The property involved is located at West Elm and Corson Streets in Conshohocken, Pennsylvania. The Property is presently zoned Specially Planned District-3 ("SP-3").
3. At the initial hearing, Colagreco submitted a packet of exhibits, labelled A-1 through A-6 and indicated that Forde would be the sole witness called.
4. With reference to the site plan admitted as Exhibit A-4, Forde indicated that the proposed office use was permissible in the zoning district. He described the Property as consisting of 8.2 acres in Conshohocken and 1.2 acres in Plymouth Township. Forde also indicated that the Property is bordered along Elm Street by the catenary lines, to the east by Plymouth Creek, to the south by railroad tracks and to the west by Corson Street. He indicated that the Property was irregularly shaped and that the

lot itself was not deep, but elongated. The Proposed Use includes three (3) stories of parking beneath a seven (7) story office building.

5. Forde also testified with respect to prior plans for the use of the Property. He indicated that the Property had previously received conditional use approval in August of 2013 for grading/regarding, paving and utilities. Forde indicated that the original intention of the Applicant was to develop 350 residential apartments at the Property; however, he stated that the election to change the use of the Property to the Proposed Use was based on the fact that office space is in demand in the surrounding five (5) county region.

6. Forde next referenced Exhibit A-6.A, which is a rendering showing the Project view from West Elm Street. He indicated that there would be seven (7) stories of office space visible from West Elm Street, which would be housed in a two-tone building, constructed of pre-cast cement. He also referred to Exhibit A-6.B, which shows the Project view from the Schuylkill River (the "River"). He indicated that seven (7) stories of office space would be visible, as well as three (3) levels of parking. He indicated that the Property dropped off in the rear so that the parking would only be visible from the River side. Forde also highlighted Exhibit A-6.C, which shows the view of the Project from the Grande at Riverview in Conshohocken, with just seven (7) stories of offices visible.

7. Forde's testimony also addressed some other unique aspects of the Property. He indicated that both the Schuylkill River Trail and the Cross-County Trail cut through the site. With reference to the site plan (Exhibit A-5), Forde stated that the Applicant is proposing to relocate the Schuylkill River Trail to the south side of the

Property. He indicated that the Applicant has met with Montgomery County officials and that Montgomery County has approved the relocation. Forde also indicated that public restrooms would be installed along the trail.

8. Colagreco asked Forde to explain why the Applicant needed to exceed the allowable 300 feet of building bulk in this Project. Forde indicated that the targeted tenants for the building require one floor of 40-42,000 square feet of open office space. He indicated that there was a preference by certain tenants for more employees to be located on one floor rather than several floors in a building. Forde also indicated that many buildings only supply 25,000 square feet of space per floor, which shuts out these tenants.

9. Colagreco also asked Forde to indicate whether the Proposed Use is consistent with the neighborhood. Forde stated that there are currently mixed uses along West Elm Street and that the requested relief was the minimum relief necessary to develop the Property.

10. The Board then posed the following questions to Forde:

a) Vivian Angelucci ("Angelucci") asked whether the Applicant had already secured tenants for the Proposed Use. Forde indicated that it had not.

b) Russ Cardamone ("Cardamone"), referring to the Exhibit A-4, asked about the structure that appears to extend beyond the length of the building. Forde indicated that the parking structure, located beneath the building, actually extends beyond the length of the building. Cardamone then asked about the total length of the building, including the parking structure. Forde responded that the total length is 574 feet. With

reference to Exhibit A-6.C, Cardamone asked whether the Project was planned to be part

of the Grande at Riverview. The Applicant indicated that was not the intention, but that the residential use would have been similar. Cardamone asked the Applicant to confirm that the Grande is four (4) stories and that the Proposed Use would be seven (7). The Applicant confirmed. Cardamone stated that the projected length was quite an increase of the permissible 300 feet and that tenants could potentially utilize smaller spaces. The Applicant indicated it could not develop the Property with a smaller footprint.

c) Greg Scharff, the acting Chairman for this hearing (the "Chairman") stated that the intention of Section 27-1608.6 appears to be limited building bulk. He asked whether the Applicant had considered adding parking in front of the building, rather than beneath and extending beyond the width of the building. Forde indicated that the building needs to be set back twenty (20) feet from the category lines, but that parking would be permitted in that area. He stated that the Property is bounded by the floodway in the rear and indicated that tenants prefer natural light.

d) Cardamone asked whether a gas station would be included at the Property. The Applicant indicated that there is an agreement to purchase the existing gas station that borders the Property.

11. Zoning solicitor David A. Nasatir, Esquire ("Nasatir") stated that he had concerns that the relief requested should be for the full length of the building including the parking, 574 feet, rather than the 398 feet originally requested in Exhibit A-2. Zoning Officer Christine Stetler ("Stetler") indicated that parking is only excluded in the calculation of floor area ratio. Colagreco stated that the Zoning Ordinance defines "Building" as a roofed structure intended to house a residence, etc., and that the Applicant viewed parking as an accessory use. Nasatir stated that the Applicant could

amend its Application to request relief for 574 feet or, in the alternative, request an interpretation that "Building" does not include parking. Nasatir indicated that the Board would need to determine whether the 98 feet requested is the proper relief or if the Applicant should have requested relief for the full 274 feet in excess of the permissible building length caused by the inclusion of the parking in the calculation of building bulk.

12. The Chairman asked what portion of the parking deck would be above grade as viewed from West Elm Street. The Applicant indicated that the parking would be level with grade due to the slope of the Property. Forde also pointed to Exhibit A.6, which shows the view of the Project from West Elm Street. The Chairman also asked whether there was reasoning for the 300 foot length limit in the Zoning Ordinance. Stetler indicated that there was none she was aware of, but that the prior version of the Zoning Ordinance had a limitation for the length of parking. Stetler also stated that a lot of these concerns would be addressed in land development, but that landscaping would also be required along the parking area.

13. The Chairman then asked for questions from the audience. Concezio Lelii of 333 West Elm Street stated his concerns regarding storm run-off and flooding with respect to Plymouth Creek. Stetler indicated that storm water issues would be reviewed at the land development stage of the Project. She also stated that conditional use would require a FEMA map amendment and that the Borough Engineer or its staff would address such issues.

14. The Chairman requested public comment on the matter. Michael Sencindiver ("Sencindiver"), a representative for the owner of the Property, stated that it was important to note the significant grade change from West Elm Street to the railroad

tracks that border the Property. He reiterated that the only view of the parking would be from the bike trail or the owner's property. Sencindiver also stated that due to the increase in multi-family development in Conshohocken, there has been a shortage of office space. He indicated that his clients asked that the Applicant consider office use. He also reiterated that the Property was constrained from a depth standpoint and that the proposed office use would provide the most benefit to the Borough.

15. Nasatir suggested that the Board consider continuing the hearing for purposes of re-advertising, since the amended application would request almost three (3) times the relief if parking were included. He stated that the public should be aware if the Application is amended to request such an increase in proposed relief. The Board agreed that the hearing be continued with the record left open for purposes of advertising the requested relief as 574 feet in building length.

16. Colagreco provided a quick summation stating the Applicant's belief that there was ambiguity in the Zoning Ordinance and that the ambiguity should be read in favor of the Applicant. He indicated that the parking was not a roofed structure and that it should not be considered a "Building." Colagreco also stated that if necessary, the Applicant would request the additional relief, reiterating that the Property would not be developed without a building bulk variance.

17. Prior to the continuation hearing, Stetler issued a new notice of the continued hearing which reflected the request for relief from Section 27-1608.6 for 574 feet in building bulk or, in the alternative, an interpretation that the parking should not be considered part of the building bulk calculation. The hearing was continued on July 7, 2014. The Applicant offered no additional testimony or exhibits at the continued hearing.

18. The Chairman asked for any additional public comment. Sencindiver reiterated that the Property had a significant slope and that the parking would not be visible from Elm Street.

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

III. Discussion

As detailed above, the Proposed Relief that the Applicant wishes to obtain consists of the Variance in order to permit the development of the Project, in accordance with the plans submitted by the Applicant and the testimony offered at the hearing. The Proposed Relief would permit the Project to include a building in excess of 300 feet in length. The Applicant believes that the requested Variance constitutes the minimal relief necessary to complete the Project.

Section 27-611 of the Zoning Ordinance permits the Board to grant a variance when the "Zoning Ordinance inflicts unnecessary hardship upon the Applicant." See *id.* at 27-611(1)(A). Unnecessary hardship is to be determined to be present when the Board determines, as applicable, that:

- a) there are unique physical circumstances or conditions to the property;
- b) there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and thus the Variance is necessary to enable reasonable use of the property;
- c) the unnecessary hardship has not been created by the Applicant;
- d) the granting of the Variance, if authorized, would not alter the essential character of the neighborhood; and

e) the granting of the Variance, if authorized will represent the minimum variance to afford the relief and represent the least modification possible to the regulation in issue.

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

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

The Board has reviewed the Proposed Relief carefully in connection with the requirements of Section 27-611 as well as the MPC standards for granting the Proposed Relief. See MPC, at 53 P.S. §10910.2.

Under Section 27-1608.6, building bulk is limited to 300 linear feet. The Chairman indicated that in his opinion, the original request for 398 feet was more in line with the intent of the Zoning Ordinance. Cardamone and Angelucci indicated they agreed. Cardamone stated that based on the request, that relief was necessary for 574 feet. With respect to the Applicant's request for an interpretation of building bulk, the Board unanimously agreed that the building bulk should include the parking portion of the structure.

The Chairman also indicated his belief that given the topography of this particular site, the Property would be difficult to develop. The majority of the Board believes that

granting the requested Variance is both prudent and appropriate in relieving an undue hardship upon the Applicant, and further believes that the dimensional relief requested is a "reasonable adjustment of the zoning regulations in order to utilize the property in a manner consistent with the applicable regulations" as required under the Hertzberg decision. See Hertzberg, 721 A.2d at 47, 48. With Cardamone opposing, the majority of the Board agreed to grant the requested Variance to permit 574 feet of building length.

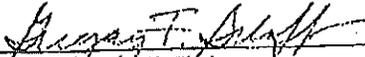
IV. Conclusions of Law

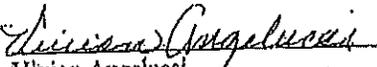
1. The matter was properly presented before the Board.
2. The matter was properly advertised and the hearings both timely and appropriately convened in accordance with the provisions of both the Zoning Ordinance and the MPC.
3. The Zoning Ordinance and the MPC both give the Board the necessary discretion to determine whether or not to grant the Proposed Relief.

ORDER

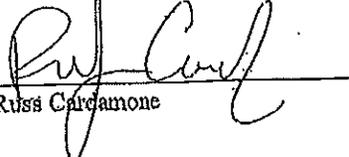
The Board grants the Applicant's request for the Proposed Relief from Section 27-1608.6 of the Zoning Ordinance. Such relief is granted subject to the Applicant maintaining the Proposed Use in conformity with the information provided to the Board as well as all other regulations of the Borough.

CONSHOHOCKEN ZONING HEARING BOARD²


Gregory Schaff, Chairman


Vivian Angelucci

DISSENTING ON THE DECISION


Russ Carcamone

² Richard Barton, Chairman of the Board, did not attend the original hearing, and therefore, did not take part in the decision. Board member Janis Vacca recused herself from this hearing, and therefore, did not take part in the decision.



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

ZONING NOTICE

MAY 18TH, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on Monday, May 18th, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

In response to the Governor's Stay at Home Order due to COVID-19, this meeting will be held using a Web-ex platform. To the extent possible, members of Conshohocken Zoning Hearing Board members, and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

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

PETITIONER: P & J Poplar, Inc.
72-74 Poplar St., Conshohocken, PA 19428

PREMISES INVOLVED: 72-74 Poplar St., Conshohocken, PA 19428
Borough Residential 2 Zoning District

OWNER OF RECORD: J & P Elm Enterprise, LLC
28 Dechert Rd., Conshohocken, PA 19428

The Petitioner is requesting a Variances from the terms of the Conshohocken Zoning Ordinance Section 27-811.B.

The Petitioner previously installed a freestanding exterior walk-in refrigerator and is now seeking relief from the requirement that accessory structures be installed a minimum of 3 feet way from side property lines.

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the attached entry of appearance form to zoning@conshohockenpa.gov or calling (610) 828-1092. Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request.

Thank you,
Zoning Hearing Board

ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

Audio Feed Participation: You may dial-in to access the audio feed of the meeting. All participants (whether listening or providing comments) must use this method of audio participation, even those using Webex to access the video feed. To access audio, please use the below number and access code/ password information.

- Dial: 1-888-822-7517
- Access Code/Password: 430 557 7 #

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

Video Feed Participation: The public may access the video feed by using the link provided below. *Please note that this will give participants visual only. You must still dial-in in order to get audio of the meeting (see *Audio Feed Participation* section below for further instructions).

VIDEO LINK CAN BE FOUND ON THE BOROUGH OF CONSHOHOCKEN WEBSITE

If this is the first time you have used Webex, the link will direct you to a website to download the Webex application. Please follow the instructions to install the Webex application.

If you have already downloaded the Webex application, the link will redirect you to the application itself. Please follow the instructions.

It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Webex application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and restaurant.

Prior to the start of the meeting, you may submit written comments by e-mailing them to Bmyrsiades@conshohockenpa.gov. Similarly, during the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov.

Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address and property in question.

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at bmyrsiades@conshohockenpa.gov.

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

I/We _____

Request to be granted party status in Application Z. _____.

Applicant: _____

Please print name and address below:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than Wednesday May 13th, 2020)

MAIL:
Borough of Conshohocken
Attn: Bobbi Jo Myrsiades
400 Fayette St.
Conshohocken, PA 19428

E-MAIL:
zoning@conshohockenpa.gov



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR
Yaniv Aronson

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

MEMORANDUM

Stephanie Cecco
Borough Manager

Date: April 30, 2020
To: Stephanie Cecco, Brittany Rogers
From: Eric P. Johnson, PE, Zoning Officer *EPJ*
Re: 72-74 Poplar Street Zoning Determination

History of the Site:

The property is located on the northwest corner of Poplar Street and E. Elm Avenue in the Borough Residential 2 Zoning District and is the home of Pepperoncini Restaurant and Bar. The building occupies the majority of the property, with the balance of the lot occupied by an approximately 24 ft x 15 ft concrete pad in the northwest corner used for trash storage and landing for the fire escape staircase. In January 2020, the Borough became aware that a 6 ft x 8 ft stand-alone exterior refrigerator was recently installed on the existing concrete pad, less than 1-foot from the northern property line. A permit application was not received by the Borough prior to the installation of the refrigerator.

Current Request:

The applicant is seeking a variance from the Borough Zoning requirement that accessory structures shall be located a minimum of 3 feet from side property lines in order to keep the exterior refrigerator in the previously installed location.

Zoning Determination:

Section 27-811(B) states accessory structures may be erected no closer than 3 feet to the rear or side lot line unless the abutting owner or owners provide written consent to allow said structure to be built up to the side or rear lot line. The exterior refrigerator is an accessory use and the location does not comply with the property line setback requirement, and no evidence has been provided of written consent from the abutting property owner.

The applicant will also need to demonstrate to the satisfaction of the Borough compliance with the Performance Standards outlined in Section 27-817 of the Borough Code. Specifically, the applicant needs to demonstrate the refrigerator and other electrical and mechanical equipment located on the property do not collectively generate any noise, odor, or vibration above the regulatory limits.



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

Zoning Application

Application: 2-2020-5
Date Submitted: 3-17-2020
Date Received: 3-17-2020

1. Application is hereby made for:
 Special Exception Variance
 Appeal of the decision of the zoning officer
 Conditional Use approval Interpretation of the Zoning Ordinance
 Other _____
2. Section of the Zoning Ordinance from which relief is requested:
Section 27-811(B)
3. Address of the property, which is the subject of the application:
72-74 Poplar Street, Conshohocken, PA 19428
4. Applicant's Name: P & J Poplar, Inc.
Address: 72-74 Poplar Street, Conshohocken, PA 19428
Phone Number (daytime): (484) 904-6331
E-mail Address: pepperoncinis@comcast.net
5. Applicant is (check one): Legal Owner Equitable Owner ; Tenant
6. Property Owner: J & P Elm Enterprises, LLC
Address: 28 Dechert Road, Conshohocken, PA 19428
Phone Number: (610) 496-1954
E-mail Address: ragstworiches@comcast.net
7. Lot Dimensions: 2,513 SF Lot Size Zoning District: BR-2
35 Ft. Front

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.

Restaurant with exterior refrigerated walk-in box.

10. Please describe the proposed use of the property.

Maintain the refrigerated walk-in box within the 3 ft. accessory structure setback.

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

Maintain the existing refrigerated walk-in box in its current location within the 3 ft. accessory structure setback as shown on Exhibit ____.

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

Applicant requires refrigeration for its restaurant business and locating the exterior refrigerated walk-in box in the 3 ft. accessory structure setback is the only viable location for that facility.

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

a. The unique characteristics of the property: The Property is used for a restaurant and requires an exterior refrigerated walk-in box.

b. How the Zoning Ordinance unreasonably restricts development of the property:
The Zoning Ordinance does not permit the proper location of the walk-in box.

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

The location of the walk-in box is consistent with the character of the neighborhood which has many buildings and structures along the property line.

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

The location is the minimum required in order to maintain an efficient and viable outdoor refrigerated walk-in box.

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

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. N/A

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: Edward J. Hughes, Esquire

b. Address: 1250 Germantown Pike, Suite 205, Plymouth Meeting, PA 19462

c. Phone Number: (610) 279-6800

d. E-mail Address: ehughes@hkolaw.com

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.
P & J Poplar, Inc.

By: _____
Applicant
J & P Elm Enterprises, LLC

By: _____
Legal Owner

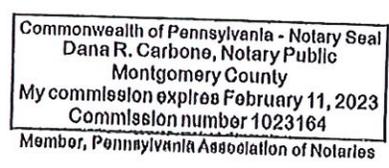
March 11, 2020
Date

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 11th day of
March, 2020.

Dana R. Carbone
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: _____

File No AA-2626MJ

Parcel ID No. 05-00-07536-001

This Indenture, made the 3rd day of February, 2005,

Between

BELLA-TORRE, LLC

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

J & PELM ENTERPRISES, LLC

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

Witnesseth, that the said Grantor for and in consideration of the sum of Five Hundred Fifty Thousand And 00/100 Dollars (\$550,000.00) lawful money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, as

ALL THAT CERTAIN hotel property and lot or piece of land situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania bounded and described as follows, viz.

BEGINNING at a stake on the Northwest corner of Elm & Poplar Streets, thence extending along the Westerly side of said Poplar Street North eight degrees four minutes West twenty feet to the middle of the partition wall between this house and the house sold to May Kelly, thence Westerly through the middle of said partition wall seventy one feet to an alley four feet wide laid out for the use of the lots in common building thereon, thence by and along said alley South eight degrees four minutes East twenty feet to the Northern side of Elm Street aforesaid; thence along the same side of thereof North eighty one degrees fifty six minutes East seventy one feet to the place of beginning

AND ALSO ALL THAT CERTAIN lot or piece of land with the brick messuage thereon erected, Situate in said Borough of Conshohocken, County and State aforesaid, bounded and described as follows, viz:

BEGINNING at a stake on the Westerly side of Poplar Street at the distance of twenty feet Northerly from the Northwest corner of Elm and Poplar Streets; thence Westerly through the partition wall of this and the adjoining premises seventy one feet to an alley four feet wide laid out by Joseph Lovett for the use of the lots in common bounding thereon, and extending from now or late John S. Shaw's premises to Elm Street aforesaid, thence extending along said alley Northeastwardly and parallel with Poplar Street, fifteen feet and four tenths of a foot to a stake a corner of land conveyed to Hugh Donnelly, thence along said land Eastwardly and through the partition wall of this and the adjoining house seventy one feet to Poplar Street aforesaid and along the Westerly side thereof Southwestwardly fifteen and four tenths feet to the place of beginning

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-07536-00-1 CONSHOHOCKEN
74 POPLAR ST
BELLA-TORRE LLC
B 016 U 017 L

4100 DATE 03/09/05

Jy 505

BEING the same premises which Joseph J. and Anna M Proietto by Deed Dated 11/14/01 and Recorded 4/24/02 in the Office of the Recorder of Deeds in and for the County of Montgomery and Commonwealth of Pennsylvania, in Deed Book 5404, page 1770 granted and conveyed unto Bella-Torre, LLC , in fee.

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

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

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

Warrant and Forever Defend.

In Witness Whereof, the party of the first part has hereunto set her hand and seal Dated the day and year first above written

Sealed and Delivered
IN THE PRESENCE OF US.



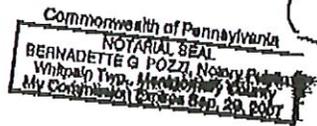
¶

 (SEAL)
Bella-Torre, LLC by Michael D'Ettorre,
Managing Member

Commonwealth of Pennsylvania } ss
County of Montgomery

On this the 3rd day of February, 2005, before me, the undersigned Notary Public, personally appeared Michael D'Ettorre, Managing Member of Bella-Torre, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained

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



[Signature]
Notary Public
My commission expires _____

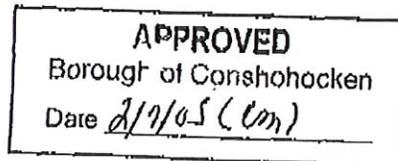
The address of the above-named Grantee is:

~~72-74 Poplar Street, Conshohocken, PA 19428~~

~~*[Signature]*~~
Off behalf of the Grantee

File No. AA-2626MJ

Record and return to
Aaron Abstract Company
790 Penllyn Pike - Suite 202, Blue Bell Four
Blue Bell, PA 19422



LEASE AGREEMENT

THIS AGREEMENT, made the SATURDAY day of FEB. 3 or 2/03 ^{JP} 2018 ^{PM}, by and between J & P Elm Enterprises, LLC (hereinafter called Lessor) and P & J Poplar, Inc. (hereinafter called Lessee).

DEMISED PREMISES. Lessor does hereby demise and let unto Lessee all that certain lot or piece of ground with buildings and improvements erected thereon known as 72-74 Poplar Street, Conshohocken, PA 19428 (the "Demised Premises").

USE. The demised premises shall be used and occupied as a hotel/restaurant with sales of alcoholic beverages to the public.

TERM. The term of this lease shall be for a term of ten (10) years.

RENT. Lessee agrees to pay to Lessor rent for the Demised Premises as follows:

- 2016 - monthly payments in the amount of \$5,250.00 each
- 2017 - monthly payments in the amount of \$5,407.50 each
- 2018 - monthly payments in the amount of \$5,569.75 each
- 2019 - monthly payments in the amount of \$5,736.85 each
- 2020 - monthly payments in the amount of \$5,908.95 each
- 2021 - monthly payments in the amount of \$6,086.20 each
- 2022 - monthly payments in the amount of \$6,268.80 each
- 2023 - monthly payments in the amount of \$6,456.85 each
- 2024 - monthly payments in the amount of \$6,650.55 each
- 2025 - monthly payments in the amount of \$6,850.05 each

INABILITY TO GIVE POSSESSION. If Lessor is unable to give Lessee possession of the Demised Premises, as herein provided, by reason of the holding over a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended.

ADDITIONAL RENT.

(a) Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all the covenants of this lease and pay any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and each of them, and also any and all damages of the Demised Premises caused by any act or neglect of the Lessee.

(b) Lessee further agrees to pay as rent in addition to the minimum rental herein reserved all taxes assessed or imposed upon the Demised Premises and/or the building of which the Demised Premises is a part during the term of this lease, in excess

of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof.

(c) Lessee further agrees to pay as additional rent all insurance premiums upon the Demised Premises and/or the building of which the Demised Premises is a part.

(d) Lessee further agrees to pay as additional rent, all charges for water consumed upon the demised premises and all charges for repairs to the said meter(s) on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

(e) Lessee further agrees to pay as additional rent, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the Demised Premises immediately when the same become due.

(f) Lessee and Lessor agree that there will be separate monitoring for electric and gas and that the same shall be paid by the Lessee for those charges incurred by Lessee.

PLACE OF PAYMENT. All rents shall be payable without prior notice or demand at the office of Lessor at 26 DECHER ROAD, Cochin, Kerala, or at such other place as Lessor may from time to time designate by notice in writing.

AFFIRMATIVE COVENANTS OF LESSEE. Lessee covenants and agrees that it will without demand

(a) Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included or agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs herein agreed to be paid by the Lessee may be proceeded for and recovered by the Lessor by distraint or other process in the same manner as rent due and in arrears.

(b) Keep the Demised Premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee has herein agreed to deep the same during the continuance of this lease.

(c) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or his use of the Demised Premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure to do so.

- (d) Use every reasonable precaution against fire.
- (e) Comply with rules and regulations of Lessor promulgated as hereinafter provided.
- (f) Peaceably deliver up surrender possession of the Demised Premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at his office all keys for the Demised Premises.
- (g) Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the Demised Premises.
- (h) Lessee shall be responsible for the condition of the pavement, curb, cellar doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice; and shall be and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.
- (i) The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein Demised Premises prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or reletting of the premises other than an agent approved by the Lessor and that should Lessee do so or attempt to do so, the Lessor may remove any signs that may be placed on or about the Demised Premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

NEGATIVE COVENANTS OF LESSEE. Lessee covenants and agrees that it will do none of the following things without the consent in writing of Lessor first had and obtained:

- (a) Occupy the Demised Premises in any other manner or for any other purpose than as above set forth.
- (b) Assign, mortgage or pledge this lease under-let or sub-lease the Demised Premises, or any part thereof, or permit any other person, firm or corporation to occupy the Demised Premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or leveled upon by any Sheriff, Marshall or Constable, the same shall be a violation of this covenant.
- (c) Place or allow to be placed any stand, booth, or show case upon the doorsteps, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted, placed or erected any projection or device on or in any

part of the premises. Lessee shall remove any projection or device painted, placed or erected if permission has been granted and restore the walls, etc., to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of breach of any conditions or covenants of this lease). Lessor shall have the privilege of removing said stand, booth, show case, projection or device, and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(d) Make any alterations, improvements, or additions to the Demised Premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

(e) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.

(f) Place any weights in any portion of the Demised Premises beyond the safe carrying capacity of the structure.

(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises, or any part thereof, or on the building of which the demised premise may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the Demised Premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, caused in any way by the occupancy of Lessee.

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

MAINTENANCE.

(a) The Demised Premises is delivered in all respects in an "AS IS" condition and state of repair without representation or warranty express or implied on the part of Lessor. Lessee throughout the term of this Lease, at its sole cost and expense, shall maintain the Demised Premises, electrical, plumbing, refrigeration and HVAC systems and equipment serving the Demised Premises in good working condition and state of repair, and in safe and sanitary condition in accordance with the provisions herein and comply with all municipal, health and environmental regulations applicable to the Demised Premises; provided, however, that (i) nothing under this paragraph shall be construed to increase Lessor's obligation to maintain the Demised Premises. In the event Lessee, in its use and occupancy of the Demised Premises or its repairs carried out under this paragraph, causes any damage to the Demised Premises or any part thereof, Lessee shall promptly repair such damage with materials of like kind and quality as exists on the date of execution hereof at its sole cost and expense.

(b) In addition, Lessee shall maintain and repair as necessary the sidewalks in front of the Demised Premises and further Lessee shall also keep said sidewalks free from accumulations of refuse or of snow and/or ice.

(c) Lessor shall be responsible to maintain the structure, roof and heating system in good working condition and state of repair, and in safe and sanitary condition in accordance with the provisions herein and comply with all municipal, health and environmental regulations applicable to the Demised Premises; provided, however, that nothing under this paragraph shall be construed to increase Lessor's obligation to maintain the Demised Premises.

LESSOR'S RIGHTS. Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the Demised Premises:

(a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the Demised Premises and every part thereof, and/or at his option to make repairs, alterations and additions to the Demised Premises or the building of which the Demised Premises is a part.

(b) At any time or times and from time to time to make such rules and regulations as in his judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Such rules and regulations shall, when noticed thereof is given to Lessee, form a part of this lease.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at any time within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or tenants authorized by Lessor may inspect the premises at reasonable hours at any time.

(d) The Lessor may discontinue all facilities furnished and services rendered, or any of them, by Lessor, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this lease.

RESPONSIBILITY OF LESSEE.

(a) Lessee agrees to be responsible for and to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property in the Demised Premises, whether belonging to the Lessee or any other person, caused by any fire, breakage or leakage in any part or portion of the Demised Premises, or any part or portion of the building of which the Demised Premises is a part, or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the Demised Premises is a part, or from the drains, pipes, or plumbing work of the same, or from any place or quarter, whether such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or his servants or agents or any person or persons whatsoever.

(b) Lessee also agrees to be responsible for and to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any person or thing which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways, of any kind whatsoever which may exist or hereafter be erected or constructed on the said premises, or from any kind of injury which may arise from any other cause whatsoever on the said premises or the building of which the Demised Premises is a part, whether such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, his servants or agents or any other person or persons whatsoever.

RESPONSIBILITY OF LESSOR.

(a) In the event that the Demised Premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Lessee or those employed by or acting for him, that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(b) If the damage caused as above be only partial and such that the premises can be restored to their then condition within a reasonable time, the Lessor may, at his option, restore the same with reasonable promptness, reserving the right to enter upon the Demised Premises for that purpose. The Lessor also reserves the right to enter upon the Demised Premises whenever necessary to repair damage caused by fire or other casualty to the building of which the Demised Premises is a part, even though the effect of such entry be to render the Demised Premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the Demised Premises rendered untenable and the duration of the Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any.

(c) Lessor shall make such election to repair the premises or terminate this lease by giving notice thereof to Lessee at the leased premises within thirty days from the day Lessor received notice that the Demised Premises had been destroyed or damaged by fire or other casualty.

(d) Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises.

(e) The Lessor has let the Demised Premises in their present condition and without any representations on the part of the Lessor, his officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting or at any time thereafter.

(f) It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor to assist Lessee in obtaining said permits, the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.

MISCELLANEOUS AGREEMENTS AND CONDITIONS.

(a) No contact entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease.

(b) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and, further, that the failure of Lessor at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner ordinary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(c) This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner which the Lessor in his sole opinion may deem improper or objectionable, and that if at any time during the term of this lease or any extension or continuation thereof, Lessee or any occupier of the said premises shall have conducted himself, herself or themselves in a manner which Lessor in his sole opinion deems improper or

objectionable. Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein for the Lessee's failure to observe any of the covenants and conditions of this lease.

(d) In the event of the failure of Lessee promptly to perform the covenants hereof, Lessor may go upon the Demised Premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

REMEDIES OF LESSOR. If the Lessee:

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the Demised Premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee, or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshall or Constable;

then and in any or either of said events, there shall be deemed to be a breach of this lease, and thereupon ipso facto and without entry or other action by Lessor:

(a) The rent for the entire unexpired balance of the term of the lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Lessee, or at the option of Lessor any part thereof, and also all costs and officers, commissions including watchmen's wages and further including the five percent chargeable by Act of Assembly to the Lessor, shall, in addition to any and all installments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance, and if this lease or any part thereof is assigned, or if the premises or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to

collect the rents due by such assignee or sub-lease and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to pay any unpaid balance of rent due hereunder;

(b) This lease and the term hereby created shall determine and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition, terms or covenant broken, whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair value of the said Demised Premises, for the residue of said term.

FURTHER REMEDIES OF LESSOR. In the event of any default as above set forth, the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) May without notice or demand enter the Demised Premises, breaking open locked doors if necessary to affect entrances, without liability to action for prosecution or damages for such entry or for the manner thereof, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels at auction, on three days' notice served in person on the Lessee or left on the premises, and pay the said Lessor out of the proceeds, and even if the rent be not due and unpaid, should the Lessee at any time remove or attempt to remove goods and chattels from the premises without leaving enough thereon to meet the next periodical payment, Lessor authorizes the Lessor to follow for a period of ninety days after such removal, take possession of and sell at auction, upon like notice, sufficient of such goods to meet the proportion of rent accrued at the time of such removal; and the Lessee hereby releases and discharges the Lessor, and his agents, from all claims, actions, suits, damages, and penalties, for or by reason or on account of any entry, distraint, levy, appraisalment or sale: and/or

(b) May enter the premises, and without demand proceed by distress and sale of the goods there found to levy the rent and/or other charges herein payable as rent, and all costs and officers' commissions, including watchmen's wages and sums chargeable to Lessor, and further including a sum equal to 5% of the amount of the levy as commissions to the constable or other person making the levy, shall be paid by the Lessee, and in such case all costs, officers' commission and other charges shall immediately attach and become part of the claim of Lessor for rent, and any tender of rent without said costs, commission and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of the Lessor, Lessee hereby expressly waives in favor of Lessor the benefit of all laws now made or which may hereafter be made regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods, and further relieves the Lessor of the obligations of proving or identifying such goods, it being the purpose and intent of this provision that all goods of Lessee, whether upon the Demised Premises or not, shall be liable to distress for rent. Lessee waives in favor of Lessor all rights under the Act of Assembly of April 6, 1951, P.L. 69, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five days from said distraint without any appraisalment and/or condemnation thereof.

(c) The Lessee further waives the right to issue a Writ of Replevin under the Pennsylvania Rules of Civil Procedure, No. 1071 Act and Laws of the Commonwealth of Pennsylvania, or under any other law previously enacted and now in force, of which may be hereafter enacted, for the recovery of any articles, household goods, furniture, etc., seized under a distress for rent or levy upon an execution for rent, damages or otherwise; all waivers hereinbefore mentioned are hereby extended to apply to any such actions and/or

(d) May lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss of rent for the balance of the then current term.

CONFESSION OF JUDGMENT. THE FOLLOWING PARAGRAPHS SET FORTH WARRANTS OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST LESSEE. IN GRANTING THIS RIGHT TO CONFESS JUDGMENT AGAINST LESSEE, LESSEE HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY AND, ON THE ADVICE OF THE SEPARATE COUNSEL OF LESSEE, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS LESSEE HAD OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

(a) CONFESSION OF JUDGMENT/MONEY DAMAGES. LESSEE HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY AGREES THAT, IF BASE RENT OR ANY CHARGES HEREBY RESERVED AS ADDITIONAL RENT OR LIQUIDATED DAMAGES, OR ANY OTHER SUM PAYABLE HEREUNDER SHALL REMAIN UNPAID WHEN THE SAME IS DUE BEYOND ANY APPLICABLE GRACE PERIOD (IF ANY), LESSEE HEREBY EMPOWERS ANY PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR LESSEE IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT FOR SUCH RENT, LIQUIDATED DAMAGES OR OTHER CHARGES OR EXPENSES AGREED TO BE PAID BY LESSEE HEREUNDER, AND TO CONFESS JUDGMENT AGAINST LESSEE IN ANY COMPETENT COURT FOR THE RECOVERY OF SUCH RENT, LIQUIDATED DAMAGES OR OTHER CHARGES OR EXPENSES; AND IN SUCH SUITS OR ACTIONS TO CONFESS JUDGMENT AGAINST LESSEE FOR ALL OR ANY PART OF SUCH RENT INCLUDING, AT LESSOR'S OPTION, SUCH RENT FOR THE ENTIRE UNEXPIRED BALANCE OF THE TERM, COMPUTED AS AFORESAID, AND ANY OTHER CHARGES, PAYMENTS, COSTS AND EXPENSES RESERVED AS RENT OR AGREED TO BE PAID BY THE LESSEE, AS WELL AS LIQUIDATED DAMAGES; AND FOR INTEREST AND COSTS TOGETHER WITH AN ATTORNEY'S COMMISSION EQUAL TO THE GREATER OF FIVE THOUSAND (\$5,000.00) DOLLARS OR TEN (10%) PERCENT OF THE AMOUNT SO CONFESSED. SAID AUTHORITY SHALL NOT BE EXHAUSTED BY ONE (1) EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AND AS OFTEN AS ANY SUCH RENT OR OTHER CHARGES RESERVED AS SUCH RENT OR LIQUIDATED DAMAGES SHALL FALL DUE OR BE IN ARREARS. SUCH POWERS MAY BE EXERCISED AFTER THE EXPIRATION OF THE TERM.

Initials of authorized signatory of Lessee

PMJ

(b) CONFESSION OF JUDGMENT/EJECTMENT. LESSEE HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY AGREES THAT, IF AN EVENT OF DEFAULT OCCURS OR IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN, AS AFORESAID, DURING THE TERM, AND ALSO WHEN AND AS SOON AS THE TERM, AS SAME MAY HAVE BEEN EXTENDED FROM TIME TO TIME, HEREBY CREATED SHALL HAVE EXPIRED OR BE TERMINATED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LESSEE TO CONFESS JUDGMENT IN EJECTMENT IN ANY COMPETENT COURT AGAINST LESSEE AND ALL PERSONS CLAIMING UNDER LESSEE FOR THE RECOVERY BY LESSOR OF POSSESSION OF THE PREMISES, WITHOUT ANY LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT WARRANT; WHEREUPON, IF LESSOR SO DESIRE, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS MAY ISSUE FORTHWITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER, IF FOR ANY REASON, AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES REMAINS IN OR IS RESTORED TO LESSEE, THE LESSOR SHALL HAVE THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULT OR DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT AGAINST LESSEE IN THE MANNER AND FORM HEREINBEFORE SET FORTH, TO RECOVER POSSESSION OF THE PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS LEASE NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LESSOR OF ANY REMEDIES OR ACTION AGAINST LESSEE FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT; NOR THE RESORT TO ANY WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE, AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED IN THE MANNER PROVIDED HEREIN.

Initials of authorized signatory of Lessee

PMJ

(c) AFFIDAVIT OF DEFAULT. IN ANY ACTION TO CONFESS JUDGMENT IN EJECTMENT, LESSOR SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY LESSOR OR SOMEONE ACTING FOR LESSOR SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT, OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE AND IF A TRUE COPY OF THE LEASE (AND OF THE TRUTH OF THE COPY SUCH AFFIDAVIT SHALL BE SUFFICIENT EVIDENCE) BE FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

Initials of authorized signatory of Lessee

PMJ

(iv) LESSEE WAIVER. LESSEE SPECIFICALLY ACKNOWLEDGES THAT LESSEE HAS KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVED CERTAIN DUE PROCESS RIGHTS TO A PREJUDGMENT

HEARING BY AGREEING TO THE TERMS OF THIS PARAGRAPH REGARDING CONFESSION OF JUDGMENT. LESSEE FURTHER SPECIFICALLY AGREES THAT, IN THE EVENT OF DEFAULT, LESSOR MAY PURSUE MULTIPLE REMEDIES INCLUDING OBTAINING POSSESSION OF THE PREMISES PURSUANT TO A JUDGMENT BY CONFESSION AND ALSO OBTAINING A MONEY JUDGMENT FOR PAST DUE AND ACCELERATED AMOUNTS AND EXECUTING UPON SUCH JUDGMENT. FURTHERMORE, LESSEE SPECIFICALLY WAIVES ANY CLAIM AGAINST LESSOR AND LESSOR'S COUNSEL FOR VIOLATION OF LESSEE'S CONSTITUTIONAL RIGHTS IN THE EVENT THAT JUDGMENT IS CONFESSED PURSUANT TO THIS PARAGRAPH.

Initials of authorized signatory of Lessee



EJECTMENT. When this lease shall be determined by condition broken, either during the original term of this lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension thereof shall have expired, it shall be lawful of any attorney as attorney for Lessee to file an agreement for entering in any competent Court an amicable action and judgment in ejectment against Lessee and all persons claiming under Lessor for the recovery by Lessor of possession of the herein Demised Premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so declares, a writ of Execution or of Possession may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as hereinbefore set forth, to bring one of more amicable action or actions as hereinbefore set forth to recover possession of the said premises.

AFFIDAVIT OF DEFAULT. In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by him or someone acting for him setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence and if a true copy of this lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

WAIVERS BY LESSEE OF ERRORS, RIGHT OF APPEAL, STAY, EXEMPTION, INQUISITION. Lessor expressly agrees that any judgment, order or decree entered against him by or in any Court or Magistrate by virtue of the powers of attorney contained in this lease, or otherwise, shall be final, and that he will not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or to stay execution of the same, and releases to Lessor and to any and all attorneys who may appear for Lessee all errors in the said proceedings, and all liability therefor, Lessee expressly waives the benefits of all laws, now or hereafter in force, exempting any goods on the Demised Premises, or elsewhere from distraint, levy or sale in any legal proceedings taken by the Lessor to enforce any rights under the lease. Lessee further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this lease, and does hereby voluntarily condemn the same and authorizes

the Prothonotary or Clerk of Court to issue a Writ of Execution or other process upon Lessee's voluntary condemnation, and further agrees that the said real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced by Lessor to recover possession under the Acts of Assembly, either at the end of the term or sooner termination of this lease, or for nonpayment of rent or any other reason Lessee specifically waives the right to the three months' notice and/or the fifteen or thirty days' notice required by the Act of April 6, 1951, P.L. 69, and agrees that five days' notice shall be sufficient in either or any other case.

RIGHT OF ASSIGNEE OF LESSOR. The right to enter judgment against Lessee and to enforce all of the other provisions of this lease hereinabove provided for may, at the option of any assignee of this lease, be exercised by any assignee of this Lessor's right, title and interest in this lease in his, her or their own name, notwithstanding the fact that any or all assignments of the said right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly of May 28, 1715, 1 Sm. L. 90, and all supplements and amendments thereto that have been or may hereafter be passed and Lessee hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

REMEDIES CUMULATIVE. All of the remedies hereinbefore given to Lessor and all rights and remedies given to him by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering of the premises shall deprive Lessor of any of his remedies or actions against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, or for any and all sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

CONDEMNATION. In the event that the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the Demised Premises, and it is agreed that the Lessee shall not be entitled to any notice whatsoever of the partial or complete termination of this lease by reason of the aforesaid.

SUBORDINATION. This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in control of the Demised Premises, to the rights of the owner or owner's of the Demised Premises and of the land or buildings of which the Demised Premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the Demised Premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall

thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession, and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

TERMINATION OF LEASE. It is hereby mutually agreed that either party hereto may terminate this lease at the end of said term by giving to the other party written notice thereof at least thirty (30) days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained from month to month unless or until terminated by either party hereto, giving the other thirty (30) days written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms hereinabove mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such intention to change the terms and conditions of this lease, and Lessee shall not within thirty (30) days from such notice notify Lessor of Lessee's intention to vacate the Demised Premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as refuse so to vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no affect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of this original term of this lease as during the original term itself.

NOTICES. All notices required to be given by Lessor to Lessee shall be sufficiently given by leaving the same upon the Demised Premises, but notices given by Lessee to Lessor must be given by registered mail, and as against Lessor the only admissible evidence that notice has been given by Lessee shall be a registry return receipt signed by Lessor or his agent.

LEASE CONTAINS ALL AGREEMENTS. It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his Agent and Lessee relative to the Demised Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except, as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

HEIRS AND ASSIGNEES. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs,

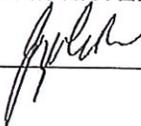
executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the term of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "his" and "him" wherever stated herein shall be deemed to refer to the "Lessor" and "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

HEADINGS NO PART OF LEASE. Any heading preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound thereby.

LESSOR:

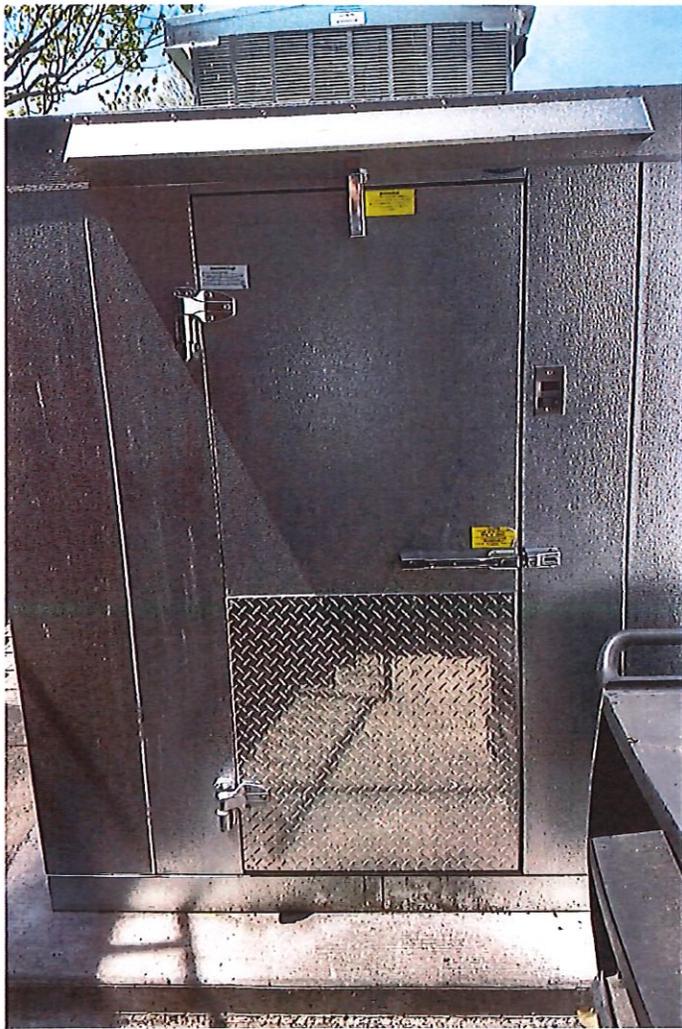
J & P ELM ENTERPRISES, LLC



LESSEE:

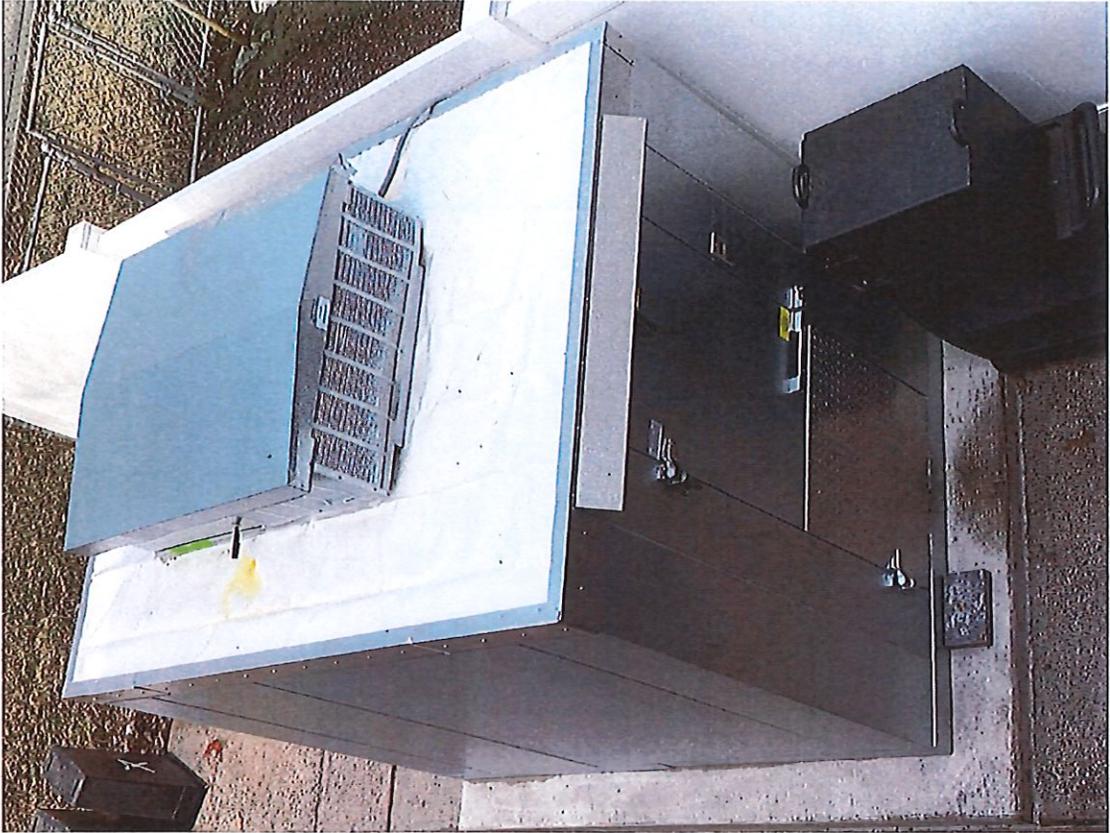
P & J POPLAR, INC.

By: 











BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

ZONING NOTICE

MAY 18TH, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on Monday, May 18th, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

In response to the Governor's Stay at Home Order due to COVID-19, this meeting will be held using a Web-ex platform. To the extent possible, members of Conshohocken Zoning Hearing Board members, and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

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

PETITIONER: Seven Tower Bridge Development, LLC
110 Washington St., Conshohocken, PA 19428

PREMISES INVOLVED: 110 and 161 Washington St.,
Conshohocken, PA 19428
Specially Planned District 2 Zoning District

OWNER OF RECORD: Seven Tower Bridge Development, LLC
110 Washington St., Conshohocken, PA 19428
AREP Eight Tower Bridge, LLC
161 Washington St., Conshohocken, PA 19428

The Petitioner is requesting a Variances from the terms of the Conshohocken Zoning Ordinance Sections 27-2109 (3), (5), and (6). The Petitioner proposes to install on-premises and off-premises signage advertising the development of the Seven Tower Bridge Project.

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the attached entry of appearance form to zoning@conshohockenpa.gov or calling (610) 828-1092. Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request.

Thank you,
Zoning Hearing Board

ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

Audio Feed Participation: You may dial-in to access the audio feed of the meeting. All participants (whether listening or providing comments) must use this method of audio participation, even those using Webex to access the video feed. To access audio, please use the below number and access code/ password information.

- Dial: 1-888-822-7517
- Access Code/Password: 430 557 7 #

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

Video Feed Participation: The public may access the video feed by using the link provided below. *Please note that this will give participants visual only. You must still dial-in in order to get audio of the meeting (see *Audio Feed Participation* section below for further instructions).

VIDEO LINK CAN BE FOUND ON THE BOROUGH OF CONSHOHOCKEN WEBSITE

If this is the first time you have used Webex, the link will direct you to a website to download the Webex application. Please follow the instructions to install the Webex application.

If you have already downloaded the Webex application, the link will redirect you to the application itself. Please follow the instructions.

It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Webex application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and restaurant.

Prior to the start of the meeting, you may submit written comments by e-mailing them to Bmyrsiades@conshohockenpa.gov. Similarly, during the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov.

Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address and property in question.

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at bmyrsiades@conshohockenpa.gov.

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

I/We _____

Request to be granted party status in Application Z _____.

Applicant: _____

Please print name and address below:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than Wednesday May 13th, 2020)

MAIL:
Borough of Conshohocken
Attn: Bobbi Jo Myrsiades
400 Fayette St.
Conshohocken, PA 19428

E-MAIL:
zoning@conshohockenpa.gov



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

MEMORANDUM

Stephanie Cecco
Borough Manager

Date: February 24, 2020
To: Stephanie Cecco, Brittany Rogers
From: Eric P. Johnson, PE
Re: 110 and 161 Washington Street Zoning Determination

History of the Site:

Seven Tower Bridge is a 260,000 square-foot office building with accompanying parking garage that is currently under construction at 110 Washington Street. The Seven Tower Bridge property is located along the Schuylkill River and adjacent to the Fayette Street bridge; and currently does not have any approved signage. Eight Tower Bridge is located at 161 Washington Street adjacent to the Seven Tower Bridge development and the Fayette Street bridge. The Eight Tower Bridge property is currently developed with an office building and parking garage. A Variance was previously granted allowing for 672 square-foot banner signs attached to the parking garage and a free-standing pole sign located adjacent to the Fayette Street bridge with two (2) 2' x 7' (28 total square feet) double sided signs. 110 and 161 Washington Street are both located in the SP-2 Zoning District.

Current Request:

The applicant proposes to install signage on both the 110 Washington Street (Seven Tower Bridge) and 161 Washington Street (Eight Tower Bridge) properties advertising the Seven Tower Bridge office building that is currently under construction. The following signage is proposed:

- A 20' x 40' (800 square-foot) banner sign attached to the fourth-floor steel frame of the currently under construction Seven Tower Bridge building. Once construction progresses to the point that requires the removal of the sign, it will be removed from the Seven Tower Bridge building and installed on the top side of the Eight Tower Bridge parking garage, replacing the existing 161 Washington Street banner sign.
- Install a new free-standing pole sign on the Seven Tower Bridge property adjacent to the Fayette Street Bridge with two (2) 2' x 7' (28 total square-foot) double sided signs advertising the Seven Tower Bridge project.
- Install (2) 2' x 7' (28 total square-foot) double sided signs advertising the Seven Tower Bridge project on the existing free-standing sign pole on the Eight Tower Bridge property adjacent to the Fayette Street Bridge.

The applicant has indicated the three requested signs are temporary and would be removed twelve months after the issuance of the first Occupancy Permit for Seven Tower Bridge building or December 31, 2022, whichever occurs first.

Zoning Determination:

Section 27-2109(3) defines a real estate sign as advertising the sale or rental of a building or property upon which the sign is erected and allows a maximum sign size of 75 square feet. The proposed banner sign advertising the Seven Tower Bridge development would be 800 square feet and would be located on a different property after being transferred to the Eight Tower Bridge parking garage, requiring a Variance.

Section 27-2109(5) permits one (1) freestanding sign or wall sign per building and permits a maximum sign size of 75 square feet. The proposed signage on both the Seven Tower Bridge and Eight Tower Bridge properties consists of both a freestanding sign and a wall sign, requiring a Variance.

Section 27-2109(6) defines an off-premises sign as a billboard in the SP-1, SP-2, and SP-3 Districts, and only permits billboards in the SP-3 District. Furthermore, the maximum permitted sign area is 150 square feet and maximum height 40 feet. The proposed banner and pole signs on the Eight Tower Bridge property are located off-premises and the banner sign is 800 square feet, requiring a Variance. The applicant will need to provide information on the height of a proposed signage.

The applicant will also need to provide information regarding signage that will remain on the Seven Tower Bridge and Eight Tower Bridge properties after the proposed temporary signage is removed. Specifically, will the 161 Washington banner sign be reinstalled on the Eight Tower Bridge parking garage after the Seven Tower Bridge banner sign is removed, and will the pole sign structures along Fayette street be retained for future use as permanent signs.

**BEFORE THE CONSHOHOCKEN BOROUGH
ZONING HEARING BOARD**

**IN RE: APPLICATION OF SEVEN TOWER BRIDGE
DEVELOPMENT, LLC FOR SIGNAGE
ON THE PROPERTY OF AREP EIGHT TOWER BRIDGE LLC
AND ON THE SEVEN TOWER BRIDGE PROPERTY**

**SEVEN TOWER BRIDGE DEVELOPMENT, LLC
IS REPRESENTED BY:**

**ROSS WEISS, ESQUIRE
COZEN O'CONNOR
200 Four Falls Corporate Center
Suite 400
P.O. Box 800
West Conshohocken, PA 19428
610.941.2361**

HEARING DATE: May 18, 2020

EXHIBIT BOOK

BEFORE THE CONSHOHOCKEN BOROUGH ZONING HEARING BOARD

IN RE: APPLICATION OF SEVEN TOWER BRIDGE DEVELOPMENT, LLC FOR SIGNAGE ON THE PROPERTY OF AREP EIGHT TOWER BRIDGE LLC AND ON THE SEVEN TOWER BRIDGE PROPERTY

1. Application with Addendum
 - A. Photos of the proposed signs
 - B. AREP Eight Tower Bridge LLC's authorization letter
2. Deeds for Seven Tower Bridge and Eight Tower Bridge
3. Prior Zoning Hearing Board Decisions regarding signage relief
 - A. Decision of the Zoning Hearing Board of the Borough of Conshohocken In Re: Application of Seven Tower Bridge Associates/Esther Pulver Regarding 161 Washington Street (Seven Tower Bridge) – August 2016
 - B. Decision of the Zoning Hearing Board of the Borough of Conshohocken In Re: Application of Oliver Tyrone Pulver Corp. Regarding Two Tower Bridge, 1 Fayette Street – June 2014
 - C. Decision of the Zoning Hearing Board of the Borough of Conshohocken In Re: Application of Oliver Tyrone Pulver Corp. Regarding Six Tower Bridge, 181 Washington Street – March 2012
 - D. Decision of the Zoning Hearing Board of the Borough of Conshohocken In Re: Application of Washington St. Associates II, LP, and Kynetic (aka NRG, LLC) Regarding 225 Washington Street – August 2011
 - E. Decision of the Zoning Hearing Board of the Borough of Conshohocken In Re: Application of Jacobs Engineering Group, Inc. Regarding 3 Tower Bridge, 2 Ash Street – October 2010
 - F. Decision of the Zoning Hearing Board of the Borough of Conshohocken In Re: Application of Seven Tower Bridge Associates, 110 Washington Street – August 2007
4. Additional building wall signs on other properties in Conshohocken
 - A. Keystone
 - B. Mercy Health System
 - C. Whorley Parsons
 - D. Wells Fargo Advisors

1



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

Zoning Application

Application: _____
Date Submitted: _____
Date Received: _____

- 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 _____
- Section of the Zoning Ordinance from which relief is requested:
§27-2109 _____
- Address of the property, which is the subject of the application:
AREP Eight Tower Bridge LLC, 161 Washington St., Conshohocken /
Seven Tower Bridge Development, LLC, 110 Washington St., Conshohocken

- Applicant's Name: Seven Tower Bridge Development, LLC
Address: 110 Washington St., Conshohocken, PA
Phone Number (daytime): 610-834-3185
E-mail Address: epulverflatt@otpcorp.com / ecastleman@otpcorp.com
- Applicant is (check one): Legal Owner Equitable Owner ; Tenant
- Property Owner: AREP Eight Tower Bridge LLC / Seven Tower Bridge Development, LLC
Address: See above
Phone Number: 610-834-3185
E-mail Address: epulverflatt@otpcorp.com / ecastleman@otpcorp.com
- Lot Dimensions: 3.5 Acres & 3.03 Acres, respectively Zoning District: SP-2

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

Yes No If yes, please describe.

See Addendum.

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

See Addendum.

10. Please describe the proposed use of the property.

See Addendum.

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

See Addendum.

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

See Addendum.

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

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

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

See Addendum.

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

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

See Addendum.

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

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

Not applicable.

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

Not applicable.

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

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

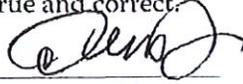
a. Attorney's Name: Ross Weiss, Esquire

b. Address: Cozen O'Connor, 200 Four Falls Corporate Center, Suite 400, West Conshohocken, PA 19428

c. Phone Number: 610-941-2361

d. E-mail Address: rweiss@cozen.com

I/we hereby certify that to the best of my 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.

By: Donald W. Pulver, *President* 
Applicant

Seven Tower Bridge Development, LLC

Legal Owner

2/10/2020

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this *10th* day of *February*, 20*20*.


Notary Public

Commonwealth of Pennsylvania - Notary Seal
Teresa Parris, Notary Public
Montgomery County
My commission expires April 16, 2022
Commission number 1282713
Member, Pennsylvania Association of Notaries

(Seal)



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

Decision

(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: _____

ADDENDUM

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

BACKGROUND

1. Seven Tower Bridge is seeking variances for signage relief for its to be constructed ten-story 260,000 square foot office building and parking garage with 818 parking spaces along the Schuylkill River and adjacent to the Fayette Street Bridge. Seven Tower Bridge's property is adjacent to Eight Tower Bridge on which there is a 345,000 square foot office building and adjacent 1,200 car multilevel parking garage. Seven Tower Bridge proposes to place:
 - (A) A 40' x 20' (800 square feet) banner sign on the steel frame of the Seven Tower Bridge building when it reaches the fourth office floor.
 - (B) Install a pole with two 2' x 7' (28 square feet) banners adjacent to the Fayette Street Bridge on the Seven Tower Bridge property.
 - (C) Install two 2' x 7' (28 square feet) banners identifying Seven Tower Bridge on the existing pole adjacent to the Fayette Street Bridge on the Eight Tower Bridge property.

The banner sign identified in subparagraph (A) above will be located approximately 460' from the Fayette Street Bridge and be parallel to the Fayette Street Bridge. It will be located below the fourth floor deck to just above the second floor deck. It is estimated that it will be installed in late March and moved in late September to the top of the side of the Eight Tower Bridge garage facing the Fayette Street Bridge. It's relocation is included in the requested relief.

The pole and banner signs identified in subparagraphs (A), (B) and (C) above are temporary to remain on the Seven Tower Bridge and Eight Tower Bridge properties until the expiration of twelve months from the issuance of the first occupancy permit for Seven Tower Bridge or December 31, 2022, whichever occurs first.

Attached as Exhibit "A" are photos of the proposed Seven Tower Bridge banner signs on the Seven Tower Bridge and Eight Tower Bridge properties.

2. Seven Tower Bridge and Eight Tower Bridge's properties are located in the SP-2 Zoning District. §27-2109 Signs Permitted in the Specialty Plan Districts (SP-1, SP-2 and SP-3) in subsection 3 limits the size of real estate signs to 75 square feet.
3. Seven Tower Bridge's banner signs to be located on the Eight Tower Bridge pole adjacent to the Fayette Street Bridge (referred to in section 1.(C) above) are off premise

signs. The pole signs will not be attached to the Fayette Street Bridge. Seven Tower Bridge seeks an interpretation that these banner signs are permitted by right and, in the alternative, variances.

4. Seven Tower Bridge seeks an interpretation that the proposed 28 square foot banner signs on the pole adjacent to the Fayette Street Bridge on the Seven Tower Bridge property are permitted by right and, in the alternative, Seven Tower Bridge requests a variance.
5. Attached as Exhibit "B" is authorization from Eight Tower Bridge to Seven Tower Bridge to make this Application and Eight Tower Bridge's permission for the two Seven Tower Bridge banner signs to be located on the pole on its property and the 800 square foot banner sign to be moved from the Seven Tower Bridge structure to the Eight Tower Bridge garage at which time the existing Eight Tower Bridge banner sign on its parking structure will be removed.

BASIS FOR RELIEF

6. Applicant's property is located adjacent to the Schuylkill River and the Fayette Street Bridge at a grade substantially below the level of the bridge. The proposed banner signs are needed in order to direct persons coming to the Seven Tower Bridge site, including, but not limited to contractors, deliveries and prospective tenants. Due to the location of Seven Tower Bridge's property below the bridge level and away from major roads, signage must be installed on the Eight Tower Bridge pole adjacent to the Fayette Street Bridge and on the Seven Tower Bridge steel structure when it reaches the fourth floor and on the new pole on Seven Tower Bridge to deliver information at a height and size that is visible to passing motorists.
7. The unique location of the Seven Tower Bridge property adjacent to the Schuylkill River and below the Fayette Street Bridge creates a hardship that was not created by Seven Tower Bridge and will not endanger the health, safety and welfare of the community. In fact, it will benefit the community by better identifying the Seven Tower Bridge Location.
8. The relief requested is the minimal relief necessary to adequately direct the public to the Seven Tower Bridge site.
9. The relief requested is de minimis.
10. Seven Tower Bridge and Eight Tower Bridge are located in a commercial area of the Borough where many signs have been erected on buildings to direct the travelling public to the various locations.
11. Seven Tower Bridge is not the only office building site under construction in Conshohocken.

A



Contact
GTP - Elz Castelman / Don Pulver

Address
7 TB, Conshohocken, PA

File Loc / Scans / DR / Pats / 20-005

Details:
wall banner (24 x 40) relocated from steel to garage

Finishes:
printed mesh banner per customer supplied file

BANNER SECURED AND SUSPENDED FROM BELOW 9TH FL. DECK TO JUST ABOVE 7TH FL. DECK LATE MAY THROUGH JUNE. BANNER THEN TO BE RELOCATED TO 6TB GARAGE.



Sales: Jeff Carson
424 Carleean Dr., Pottsville, PA 19044
215 442 1323 jeff@citysign.net

Date: 02/04/2020 (V7)
Date: 05/12/2020 (W8)



0.000000

40' 0"



24' 0"

Contact
OTF - Elizabeth Catterman / Don Fulver

Address:
7 TB, Conshohocken, PA

File Loc / Scans / D.R. / Part / 20-005

Details:
1 SF wall banner 24' x 40'

Finishes:
printed mesh banner
per customer supplied file*

*change to text on customer file



Sales: Jeff Carson

424 Carlebean Dr., Horsham, PA 19044
215-442-1323 jeff@citysign.net

Date: 02/04/2020 (V7)
Date: 06/12/2020 (V6)

Page: 2



Contact:
DTP - Elizabeth Casler / Don Pulver

Address:
7 TB, Conshohocken, PA

File Loc / Scans / DR / Pict / 20-005

Detail:
4 CF pole pocket banners 2' x 7' and 1 new pole with banner arms

Finishes:
printed mesh banners per customer supplied files

CITY SIGN
INC.

Sales: Jeff Carson
424 Caradean Dr., Horsham, PA 19044
215 442 1323 jeff@citysign.net

Date: 02-04-2020 (V7)
Date: 05-12-2020 (V8)

Page 3



Contact:
GTP - Eric Castleman / Don Pulver

Address:
7 TB, Coatesville, PA

File Loc / Scans / DR / Perm / 20-005



Sales: Jeff Carson
424 Delaware Dr. Hoshang, PA 19024
215-442-1373 jcarson@citysign.net

Date: 02-04-2020 (V7)
Date: 05-12-2020 (V8)

B



American Real Estate Partners

Donald W. Pulver, President
Seven Tower Bridge Development, LLC
Two Tower Bridge
One Fayette St., Suite 450
Conshohocken, PA 19428

February 11, 2020

Re: Application of Seven Tower Bridge Development, LLC for Signage on the Property of
AREP Eight Tower Bridge LLC and Seven Tower Bridge Development, LLC

Dear Don:

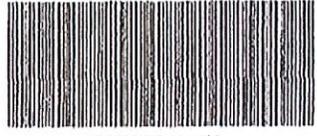
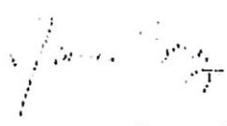
I have reviewed the above application for Seven Tower Bridge Development, LLC to place signage on its property, on the pole adjacent to the Fayette Street Bridge and a banner sign on the AREP Eight Tower Bridge LLC parking garage. I am writing to confirm that AREP Eight Tower Bridge LLC approves the placement of these signs as shown on the Exhibits to the Application. In addition, you are authorized to file the Application for Seven Tower Bridge Development, LLC as the Applicant on behalf of AREP Eight Tower Bridge LLC as the Owner.

Very truly yours,

A handwritten signature in blue ink, appearing to read "M. Cooper", is written below the text "Very truly yours,".

AREP Eight Tower Bridge LLC
By: American Real Estate Partners Management LLC, as Agent
By: Michael J. Cooper
Managing Director - Asset Management

77B

  <p>RECORDER OF DEEDS MONTGOMERY COUNTY <i>Jeanne Sorg</i></p> <p>One Montgomery Plaza Swede and Airy Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404 Office: (610) 278-3289 ~ Fax: (610) 278-3869</p>	<p>DEED BK 6157 PG 01398 to 01405.1 INSTRUMENT # : 2019072939 RECORDED DATE: 10/15/2019 02:56:56 PM</p>  <p>5691334-0024U</p> <p align="center">MONTGOMERY COUNTY ROD</p>														
OFFICIAL RECORDING COVER PAGE Page 1 of 9															
<p>Document Type: Deed Document Date: 10/04/2019 Reference Info:</p>	<p>Transaction #: 5928720 - 15 Doc (s) Document Page Count: 7 Operator Id: ppiyakan</p>														
<p>RETURN TO: (Mail) COMMONWEALTH LAND TITLE INSURANCE CO 1700 MARKET STREET SUITE 2100 PHILA, PA 19103</p>	<p>PAID BY: THERESA M SOLITARIO</p>														
<p>* PROPERTY DATA: Parcel ID #: 05-00-11848-20-7 Address: FAYETTE ST</p> <p>Municipality: PA Conshohocken Borough (100%) School District: Colonial</p>															
<p>* ASSOCIATED DOCUMENT(S):</p>															
<p>CONSIDERATION/SECURED AMT: \$1.00 TAXABLE AMOUNT: \$5,704,300.00</p> <p>FEES / TAXES:</p> <table border="0"> <tr><td>Recording Fee:Deed</td><td>\$86.75</td></tr> <tr><td>Affidavit Fee</td><td>\$1.50</td></tr> <tr><td>Additional Pages Fee</td><td>\$6.00</td></tr> <tr><td>Additional Names Fee</td><td>\$0.50</td></tr> <tr><td>Affordable Housing Pages</td><td>\$6.00</td></tr> <tr><td>Affordable Housing Names</td><td>\$0.50</td></tr> <tr><td>Total:</td><td>\$101.25</td></tr> </table>	Recording Fee:Deed	\$86.75	Affidavit Fee	\$1.50	Additional Pages Fee	\$6.00	Additional Names Fee	\$0.50	Affordable Housing Pages	\$6.00	Affordable Housing Names	\$0.50	Total:	\$101.25	<p>DEED BK 6157 PG 01398 to 01405.1 Recorded Date: 10/15/2019 02:56:56 PM I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.</p>   <p align="right">Jeanne Sorg Recorder of Deeds</p>
Recording Fee:Deed	\$86.75														
Affidavit Fee	\$1.50														
Additional Pages Fee	\$6.00														
Additional Names Fee	\$0.50														
Affordable Housing Pages	\$6.00														
Affordable Housing Names	\$0.50														
Total:	\$101.25														

Revis 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

5
RECORDED
2019 OCT 15 P 1:15

PREPARED BY:

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

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

RECORD AND RETURN TO:

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

PHI 190780
Commonwealth Land Title Insurance Company
1700 Market Street
Suite 2100
Philadelphia, PA 19103

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

SPECIAL WARRANTY DEED

THIS INDENTURE made this 4th day of October, 2019, to be effective as of October 11, 2019, between **SEVEN TOWER BRIDGE ASSOCIATES**, a Pennsylvania limited partnership (hereinafter called the "Grantor"), having an address at Two Tower Bridge, One Fayette Street, Suite 450, Conshohocken, PA 19428 and **SEVEN TOWER BRIDGE DEVELOPMENT, LLC**, a Delaware limited liability company (hereinafter called the "Grantee"), having an address at Two Tower Bridge, One Fayette Street, Suite 450, Conshohocken, PA 19428.

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

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

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

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

AK

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

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

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

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

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

GRANTOR:

SEVEN TOWER BRIDGE ASSOCIATES,
a Pennsylvania limited partnership

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

By: Seven Oliver Tower Associates, its general partner

By: Seven Oliver Tower Corporation, its general partner

By: 

Donald W. Pulver
President

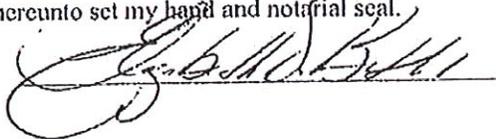
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Philadelphia : SS

On this, the 4th day of October, 2019, before me, the undersigned officer, personally appeared Donald W. Pulver who acknowledged himself to be the President of Seven Oliver Tower Corporation, a corporation which is the general partner of Seven Oliver Tower Associates, a limited partnership, which is the general partner of Seven Oliver Building Partner, L.P., a limited partnership, which is the general partner of Seven Tower Bridge Associates, a limited partnership, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, as the general partner of Seven Oliver Tower Associates, a limited partnership, as the general partner of Seven Oliver Building Partner, L.P., a limited partnership, as the general partner of Seven Tower Bridge Associates, a limited partnership, by himself as President.

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

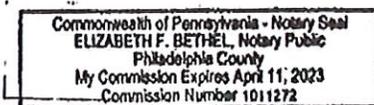
Notary Public



Elizabeth F. Bethel

(NOTARIAL SEAL)

My Commission Expires



The address of the within-named Grantee is:

Two Penn Bridge, Inc
Rayette St. STD 450
Cristobol, PA 15428

A handwritten signature in cursive script, appearing to read "J. J. [unclear]", written over a horizontal line.

On Behalf of the Grantee

Schedule 1 to
Special Warranty Deed

Legal Description of Property

PARCEL NO. 1

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

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

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

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

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

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

Thence the following Eight (8) Courses and distances:

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

8. South 51 degrees 45 minutes 34 seconds East 13.70 to point of beginning.

PARCEL NO. 2

TOGETHER WITH all those appurtenant real property easements as set forth in Deed from Alco Standard Corporation to Montgomery County Industrial Development Authority, dated 3/5/1979 recorded in Deed Book 4464 page 360, Deed dated 11/2/1984 and recorded in Deed Book 4752 page 1696 and Deed dated 2/28/1996 and recorded in Deed Book 5147 page 557; as amended by Termination, Relocation and Grant of Easement between Montgomery County Development Corporation "MCDC" and Montgomery County Industrial Development Authority "MCIDA", dated 11/18/1995 and recorded 5/8/1996 as in Deed Book 5147 page 562.

TOGETHER WITH all those appurtenant real property easements as set forth in a Reciprocal Easement Agreement by and between Tower Bridge North Associates and Six Tower Bridge Associates, dated 1/22/1999 and recorded 1/29/1999 in Deed Book 5257 page 1915. Agreement as affected by Amendment to Reciprocal Easement Agreement made 3/28/2000 by and among Tower Bridge North Associates, Tower Bridge Inn Associates, L.P. and Six Tower Bridge Associates dated 3/28/2000 and recorded 4/4/2000 in Deed Book 5312 page 1250. Second Amendment to Reciprocal Easement Agreement dated 12/7/2009, but effective 2/9/2010, and recorded 3/8/2010 in Deed Book 5760 page 1565.

TOGETHER WITH all those appurtenant real property easements as set forth in Storm Drainage Easement Agreement made 1/31/2001 by and between Six Tower Bridge Associates and Eight Tower Bridge Development Associates, recorded 2/6/2001 in Deed Book 5349 page 795.

TOGETHER WITH all those appurtenant real property easements as set forth in Utilities Easement Agreement made 1/31/2001 by and between Six Tower Bridge Associates and Eight Tower Bridge Development Associates, recorded 2/6/2001 in Deed Book 5349 page 817. Assignment of Utility Easement and Grant of Utility and Access Easement Agreement dated 12/7/2009, but effective 2/9/2010, and recorded 3/8/2010 in Deed Book 5760 page 1479.

TOGETHER WITH all those appurtenant real property easements as set forth in Water Line Easement by and between Six Tower Bridge Associates and Seven Tower Bridge Associates dated 12/7/2009, but effective 2/9/2010, and recorded 3/8/2010 in Deed Book 5760 page 1546.

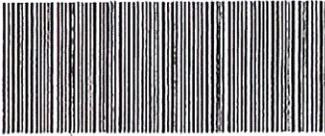
TOGETHER WITH all those appurtenant real property easements as set forth in Reciprocal Storm Water Easement Agreement between AREP Eight Tower Bridge LLC, and Seven Tower Bridge Associates, dated ___/___/2019 and recorded ___/___/2019 in Deed Book ____ page ____.

TOGETHER WITH all those appurtenant real property easements as set forth in Multi-Use Easement Agreement: between AREP Eight Tower Bridge LLC, and Seven Tower Bridge Associates, dated ___/___/2019 and recorded ___/___/2019 in Deed Book ____ page ____.

Tax ID / Parcel No. 05-00-11848-20-7.

BEING the same premises which Seven Tower Bridge Associates conveyed to Seven Tower Bridge Associates by Deed of Confirmation dated 2/9/2010 and recorded 3/3/2010 in Deed Book 5760 page 308, in fee.

87B

  <p>RECORDER OF DEEDS MONTGOMERY COUNTY <i>Jeanne Sorg</i></p> <p>One Montgomery Plaza Swede and Alry Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404 Office: (610) 278-3289 ~ Fax: (610) 278-3869</p>	<p>DEED BK 6110 PG 01204 to 01209 INSTRUMENT # : 2018070101 RECORDED DATE: 10/10/2018 10:22:38 AM</p>  <p>3912414-0020J</p> <p align="center">MONTGOMERY COUNTY ROD</p>														
OFFICIAL RECORDING COVER PAGE Page 1 of 6															
<p>Document Type: Deed Document Date: 10/01/2018 Reference Info:</p>	<p>Transaction #: 4089217 - 4 Doc(s) Document Page Count: 5 Operator Id: sford</p>														
<p>RETURN TO: (Simplifile) LandAmerica - Philly 1700 Market St 21st Floor Philadelphia, PA 19103 (215) 241-6392</p>	<p>PAID BY: LANDAMERICA - PHILLY</p>														
<p>* PROPERTY DATA: Parcel ID #: 05-00-11848-10-8 Address: 161 WASHINGTON ST</p> <p>Municipality: PA Conshohocken Borough (100%) School District: Colonial</p>															
<p>* ASSOCIATED DOCUMENT(S):</p>															
<p>CONSIDERATION/SECURED AMT: \$108,000,000.00</p> <p>FEES / TAXES:</p> <table border="0"> <tr><td>Recording Fee: Deed</td><td>\$86.75</td></tr> <tr><td>Additional Pages Fee</td><td>\$2.00</td></tr> <tr><td>Affordable Housing Pages</td><td>\$2.00</td></tr> <tr><td>State RTT</td><td>\$1,080,000.00</td></tr> <tr><td>Conshohocken Borough RTT</td><td>\$540,000.00</td></tr> <tr><td>Colonial School District RTT</td><td>\$540,000.00</td></tr> <tr><td>Total:</td><td>\$2,160,090.75</td></tr> </table>	Recording Fee: Deed	\$86.75	Additional Pages Fee	\$2.00	Affordable Housing Pages	\$2.00	State RTT	\$1,080,000.00	Conshohocken Borough RTT	\$540,000.00	Colonial School District RTT	\$540,000.00	Total:	\$2,160,090.75	<p>DEED BK 6110 PG 01204 to 01209 Recorded Date: 10/10/2018 10:22:38 AM</p> <p>I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.</p>  <p align="right">Jeanne Sorg Recorder of Deeds</p>
Recording Fee: Deed	\$86.75														
Additional Pages Fee	\$2.00														
Affordable Housing Pages	\$2.00														
State RTT	\$1,080,000.00														
Conshohocken Borough RTT	\$540,000.00														
Colonial School District RTT	\$540,000.00														
Total:	\$2,160,090.75														

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared by:

James A. McGraw, Esq.
Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-11848-10-B CONSHOHOCKEN BOROUGH
161 WASHINGTON ST
EIGHT TOWER BRIDGE DEV ASSOC
B 017 L 3 U 052 4336 10/09/2018

\$15.00
HW

After recording return to:

Jay Zagoren, Esq.
Dechert LLP
2929 Arch Street
Philadelphia, PA 19104

Commonwealth Land Title Insurance Company
1700 Market Street
Suite 2100
Philadelphia, PA 19103

PHL-1832177(TC)

Tax Parcel no. 05-00-11848-10-8

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 1st day of October, 2018, to be effective the 5th day of October, 2018.

BETWEEN:

EIGHT TOWER BRIDGE DEVELOPMENT ASSOCIATES, a Pennsylvania limited partnership ("Grantor"), c/o Barings, One Financial Plaza, Suite 1700, Hartford, Connecticut 06103,

AND

AREP EIGHT TOWER BRIDGE LLC, a Delaware limited liability company ("Grantee"), c/o American Real Estate Partners Management LLC, 2350 Corporate Park Drive, Suite 110, Herndon, Virginia 20171.

WITNESSETH, That the said Grantor, for and in consideration of the sum of One Hundred Eight Million and 00/100 Dollars (\$108,000,000.00) lawful money of the United States of America and other consideration, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, conveyed, bargained and sold, released and confirmed, and by these presents does grant, convey, bargain and sell, release and confirm unto the said Grantee, its successors and assigns, those parcels of land located in Montgomery County, Pennsylvania and as more particularly described on Exhibit "A" attached hereto.

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

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

Under and Subject to any and all easements, covenants, conditions and other restrictions of record.

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

Being the same premises conveyed to Grantor by that certain Deed from Tower Bridge North Associates, a Pennsylvania limited partnership, dated January 26, 2001, and recorded on February 5, 2001 in Montgomery County in Deed Book 5349, at Page 583.

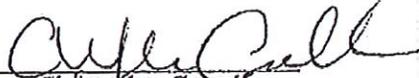
[Signature Page Follows]

EXECUTED as of the 14th day of October, 2018, to be effective the 3rd day of October, 2018.

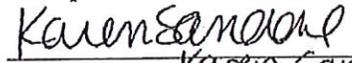
EIGHT TOWER BRIDGE DEVELOPMENT ASSOCIATES

By: Cornerstone 8TB LLC, its general partner

By: Barings LLC, its manager

By: 
Name: Christopher Cassella
Title: Managing Director

Signed, sealed and delivered in the
in the presence of:


Printed Name: Karen Sandan

Grantee's Address:
c/o American Real Estate Partners Management LLC
2350 Corporate Park Drive
Suite 110
Herndon, Virginia 20171



THE STATE OF CONNECTICUT

COUNTY OF HARTFORD

This instrument was acknowledged before me on OCTOBER 1, 2018, by CHRISTOPHER CASSELLA, MANAGING DIRECTOR of Barings LLC, a Delaware limited liability company, as manager of Cornerstone 8TB LLC, a Delaware limited liability company, as general partner of EIGHT TOWER BRIDGE DEVELOPMENT ASSOCIATES, a Pennsylvania limited partnership, as his/her free act and deed and the free act and deed of said entities.

Karen L. Boyce
Notary Public

My Commission Expires:
Printed Name of Notary:

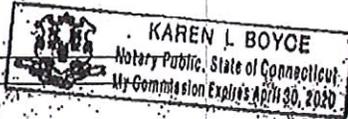


Exhibit A

Legal Description

ALL THAT CERTAIN TRACT or piece of land, situate in Borough of Conshohocken, County of Montgomery, Commonwealth of Pennsylvania, more particularly described herein and shown on a "Record Plan," prepared for Oliver, Tyrone, Pulver Corporation, prepared by Robert E. Blue, Consulting Engineers, P.C., Blue Bell, Pennsylvania, dated November 9, 1998, latest revised for recording January 30, 2001, and recorded in Land Site Plan Book 5, Page 316 on February 6, 2001, bounded and described, as follows:

BEGINNING at a point at the intersection of the southerly sideline of Washington Street (15 feet from the centerline) and the easterly sideline of Fayette Street (40 feet from centerline); thence from said point of beginning and along the sideline of Washington Street, the following three courses and distances: (1) South 74 degrees 19 minutes 42 seconds East, a distance of 180.28 feet to a point; (2) South 65 degrees 08 minutes 54 seconds East, a distance of 104.75 feet to a point; (3) along the arc of a circle, curving to the left, having a radius of 2,581.77 feet, an arc distance of 179.89 feet to a point; thence along lands of now or formerly Lot #2, the following three courses and distances: (1) South 18 degrees 50 minutes 38 seconds West, a distance of 208.96 feet to a point; (2) South 75 degrees 03 minutes 16 seconds East, a distance of 35.25 feet to a point; (3) South 32 degrees 31 minutes 55 seconds West, a distance of 116.98 feet to a point; thence along lands of now or formerly Montgomery County Industrial Development Authority, the two following courses and distances: (1) North 58 degrees 33 minutes 25 seconds West, a distance of 275.26 feet to a point; (2) North 51 degrees 38 minutes 46 seconds West, a distance of 325.57 feet to a point under the Fayette Street Bridge and on the centerline thereof; thence along the centerline, under the aforementioned bridge, North 41 degrees 00 minutes 00 seconds East, a distance of 157.25 feet to a point; thence along the southerly sideline of Washington Street, the following three courses and distances: (1) along the arc of a circle, curving to the left, having a radius of 306.48 feet, an arc length of 32.85 feet to a point; (2) South 74 degrees 19 minutes 42 seconds East, a distance of 10.63 feet to a point; (3) along the required right-of-way line for an aerial easement for the Fayette Street Bridge, North 41 degrees 00 minutes 00 seconds East, a distance of 3.32 feet to a point, said point being the first mentioned point and place of beginning.

Together with the rights for storm drainage facilities and easement recorded in Deed Book 5349, page 795.

Together with utilities easement recorded in Deed Book 5349, Page 817 and Deed Book 5760, page 1479.

Together with the rights set forth in the Reciprocal Easement Agreement recorded at Deed Book 5257, page 1915, as amended at Deed Book 5312, page 1250 and Second Amendment to same in Deed Book 5760, page 1565.

Together with easement rights as set forth in Deed Book 5147, page 562.

Together with a parking easement recorded in Deed Book 5760, page 1529.

Tax ID / Parcel No. 05-00-11848-10-8.

3

A

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

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

REGARDING

**161 WASHINGTON STREET
(SEVEN TOWER BRIDGE)**

DECISION OF THE BOARD

I. HISTORY

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

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

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

P-1 – Public Notice of the Case.

A-1 – Application with Addendum and Exhibits.

A-2 – Deed.

A-3 – Prior Decisions.

A-4 – Additional Building Wall Signs.

II. FINDINGS OF FACT

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

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

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

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

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

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

III. DISCUSSION

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

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

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

5. One freestanding sign or wall sign per building. The sign may be illuminated, either directly or indirectly. The total area of the sign shall not exceed the linear footage of the building's front facade or 75 square feet whichever is less. Corner properties are allowed one additional freestanding or wall sign provided its total area does not exceed the linear frontage of the building's facade for the side on which the sign is placed or 75 square feet, whichever is less.
6. Billboards defined in this Chapter as an off-premises sign may be constructed in the SP-3 Specially Planned District Three only. The following regulations shall apply:
 - A. An off-premises sign may be double-faced with two advertising surfaces. However, both surfaces shall be the same size and shape. The maximum area per side is 150 square feet.
 - B. The maximum height for off-premises signs erected on the ground is 40 feet.
 - C. Rooftop signs are expressly prohibited.
 - D. No portion of the supporting structure shall be visible above any advertising display area.
 - E. Signs must be at least 50 feet from the ultimate right-of-way line.
 - F. Signs may not be erected within 1,000 feet of each other in any direction.
 - G. Signs may not be attached to a bridge.
 - H. All off-premises signs shall be erected on permanent footings and support structures designed by a registered structural engineer.
 - I. A sign permit is required. The applicant for a sign permit shall present a written statement from the owner of the property, duly authorized, that the applicant has the right to use the property to erect a sign as well as maintain the sign during the time that the sign is erected. The owner must further verify in writing that it will, at its sole cost and expense, cause the sign to be removed at such time as there is no further use of the sign.
 - J. The applicant, at his sole expense, shall remove any off-premises sign, if the sign remains without bona fide advertisement, which shall include nonrental of the sign space, for 90 days, or if the right to use the property has expired for any reason whatsoever.
7. One Tenant Identification Sign per Development. Such sign shall not exceed eight feet in height or 36 square feet in total area. One such sign shall be permitted at

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

In a request for a variance, the Board is guided by Section 27-611 of the Ordinance and Section 910.2 of the Pennsylvania Municipalities Planning Code (hereinafter called “MPC”). An applicant for a variance has the burden of establishing that a literal enforcement of the provisions of the Ordinance will result in an unnecessary hardship as that term is defined by law, including court decisions, and that the allowance of the variance will not be contrary to the public interest. Section 27-611 of the Ordinance and Section 910.2 of the MPC permit the Board to grant a variance where it is alleged that the provisions of the Ordinance inflict unnecessary hardship upon the Applicant and when the Board can make certain prescribed findings where relevant in a given case.

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

As the testimony and evidence presented to the Board in this case have shown, the Project appears to attempt to accommodate both a positive use of the Property with minimal relief being requested.

As a result of all the above, the Application meets the requirements of “unnecessary hardship” required under the MPC. See id. The Board, upon thorough and deliberate review of the materials submitted and testimony offered, has determined that the proposed variances are appropriate in consideration of the unique characteristics of the Property.

The requested variances will not adversely affect the public interest.

IV. CONCLUSIONS OF LAW

From the facts presented, it is the judgment of the Board that Applicant shall be granted the requested variances. The Applicant has proven an unnecessary hardship unique or peculiar to the property and that the variances are not contrary to the public interest. Accordingly, the Board is able to make the following relevant findings under Section 910.2 of the MPC and Section 27-611 of the Zoning Ordinance:

1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances or conditions generally created by the provisions of the Ordinance in the neighborhood or district in which the property is located;
2. That because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Ordinance and that the authorization for the variances are therefore necessary to enable the reasonable use of the Subject Property;
3. That the variances will not alter the essential character of the neighborhood or district in which the Subject Property is located, nor substantially or permanently impair the appropriate use or development of the adjacent property, or be detrimental to the public welfare;
4. That the unnecessary hardship has not been created by the Applicant; and,

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

B

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

**IN RE: APPLICATION OF
OLIVER TYRONE PULVER CORP.**

REGARDING

**TWO TOWER BRIDGE
1 FAYETTE STREET, CONSHOHOCKEN, PA 19428**

DECISION OF THE BOARD

I. History of the Case:

By application dated June 24, 2014 (the "Application"), Oliver Tyrone Pulver Corp. (the "Applicant") is seeking zoning relief from the Zoning Hearing Board (the "Board"), in the nature of variances from Sections 27-2108, 27-2108.1.1.1 and 27-2108.1.2 (each a "Variance," and collectively, the "Variances") all from the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance"). The property is presently zoned Borough Commercial ("BC"), which (i) permits only one sign per side of the building (whereas the Applicant requests two); (ii) limits the size of wall signs to 35 square feet (whereas the Applicant intends to exceed the sign size limitations); and (iii) limits the size of monument signs to 35 square feet, with a 25% increase for each additional tenant (whereas the Applicant intends to exceed the sign size limitations).¹

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

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

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

II. Findings of Fact:

1. The Applicant is Oliver Tyrone Pulver Corp., and Six Oliver Town Assoc. is the owner of the Property. Said Applicant was represented by Ross Weiss, Esquire ("Weiss"), counsel to the Applicant. Weiss indicated the Applicant would present the testimony of two (2) witnesses, Barry Rodenstein, on behalf of Brixmor, a tenant of the Property ("Rodenstein"), and Jeff Carson, on behalf of City Sign ("Carson"). Weiss provided the Board with a packet of exhibits that were admitted as A-A through A-P.

2. The property involved, Two Tower Bridge, 1 Fayette Street (the "Property"), consists of a commercial office building and detached parking structure. The Property is presently zoned BC.

3. The Applicant, through its counsel, testified that it wished to install building signage benefiting Brixmor on the North and South elevations of the building as well as new monument signage (collectively, the "Signs"). Currently, the Zoning Ordinance (i) permits only one sign on each side of the building (whereas the Applicant requests two), (ii) limits the size of wall signs to 35 square feet (whereas the Applicant intends to exceed the sign size limitations), and (iii) limits the size of monument signs to 35 square feet with an increase of 25% for each additional tenant (whereas the Applicant intends to add signage for an additional tenant that will exceed the permissible size).

See Sections 27-2108, 27-2108.1.1; 27-2108.1.2. As a result, all of the Signs require relief from the Zoning Ordinance (the "Proposed Relief").

4. Rodenstein testified that Brixmor, a real estate entity owning shopping centers throughout the country, has a regional office located at the Property. The building on the property consists of 80,000 square feet, and Rodenstein indicated that Brixmor occupies 32,000 square feet there. He also stated that Brixmor has almost 200 employees in Conshohocken. Rodenstein stated that the current signage at the Property was inadequate.

5. The Chairman of the Board, Rick Barton (the "Chairman") asked the members of the Board, the Zoning Officer and the Zoning Solicitor for questions of Rodenstein.

a) Janis B. Vacca ("Vacca") asked whether customers had complained that they had difficulty finding the Property due to the inadequate signage. Rodenstein stated that all of the surrounding office buildings look similar and that when describing the Property versus the neighboring buildings, it is hard for customers to find the small monument sign and indicated that there is no signage bearing the address of the Property.

b) The Chairman asked about Brixmor's current signage on the building. Weiss indicated that the next witness would speak to the signage.

6. The Chairman asked the public for any questions for Rodenstein. There were no questions. Weiss called Carson as his next witness.

7. Carson's qualifications were presented and the Board accepted him as a sign expert. Carson testified that he met with the Applicant as well as representatives of

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

8. Carson further testified with respect to the existing signage on the Property. He indicated that Wells Fargo Advisors, another tenant of the Property, has two (2) letter sets (wall signs) on the exterior of the building, as illustrated in Exhibit A-E. The Wells Fargo Advisors signs are located on the north and south sides of the building, respectively, the same sides of the building for the proposed wall signs. The Wells Fargo Advisors signs are 3 feet by 21 feet, for a total of 126 cumulative square feet. The current monument sign, Carson stated, is 30 square feet of exposure and does not include an address.

9. Carson also testified with respect to the proposed Signs. He indicated that the proposed monument sign would be a total exposure of 38 square feet and include identification signs for Brixmor, Wells Fargo Advisors and an address identifier. The total monument sign would be 82 square feet, but 43 square feet of that area constitutes the shroud of the sign. The overall height of the monument sign would be 9 feet 4 inches,

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

10. Next, Carson walked through several other exhibits showing signage on other office buildings located in the Borough. In particular, he discussed Exhibit A-P which portrayed letters for NextDocs located at Six Tower Bridge along the Schuylkill River. Carson testified that the NextDocs signs are identically the same as the proposed wall signs for Brixmor. Located on both the east and south sides of the building, Carson testified that the NextDocs signs are also illuminated.

11. Carson concluded his testimony by stating that the property is suitable for the Proposed Relief and that the Proposed Relief would not substantially injure or detract from the use of the neighboring properties. Weiss also indicated that the Signs had been submitted to the Design Review Committee ("DRC") for approval. Carson testified that the DRC recommended approval of the Signs with the condition, among others, that the base of the monument sign be surrounded by landscaping (the "Landscaping Condition").

12. The Chairman asked the members of the Board, the Zoning Officer and the Zoning Solicitor for questions of Carson.

a) Cardamone asked about the conditions imposed by the DRC in addition to the Landscaping Condition. Carson indicated that one of the conditions was that the sight triangle at the sign be cleared (the "Sight Condition") and that the historical marker be moved (the "Historic Condition" and, together with the Sight Condition and the Landscaping Condition, the "DRC Conditions"). Carson indicated that the historical marker could remain in its present position, but that it would be more visible if it were moved further north on Fayette. The Applicant agreed to comply with all of the DRC Conditions.

b) Vacca asked about the existing monument sign. Carson confirmed that the existing monument sign is 30 square feet and that the proposed monument sign is 38 square feet of copy area. The shroud itself is 82 square feet. The shroud increases the height so that the sign is visible off the ground as the roadbed at the location of the monument sign is above the monument sign. Vacca also asked about the proposed wall signs. Carson confirmed that the wall signs would be located on the north and south sides of the building, respectively. Carson indicated that the south side wall sign would face an entirely commercial area and that the north side wall sign would face the retail and office buildings along Fayette Street. Carson also confirmed that all of the other signs shown as examples, except for the Keystone sign, are also illuminated. Vacca also asked about the neighboring buildings directly across the street. Carson indicated that direct neighbors are the Borough offices, Worley Parson and the Mercy Health System. Carson confirmed that no residential properties are located directly across the street. Carson stated that the wall signs would be lit whenever it is dark.

c) The Chairman next asked whether any zoning relief was required for the existing Wells Fargo Advisors. Carson stated he could not be sure, but assumed some relief was required because the signs exceed the allowable square footage.

d) Zoning Solicitor Katherine E. Missimer, Esquire ("Missimer") asked about the NextDocs signs on Exhibit A-P and whether the NextDocs signs are in the same location as the proposed wall signs. Carson stated that the NextDocs signs are face lit letters on the HVAC screen assembly.

e) Zoning Officer Christine Stetler ("Stetler") asked whether the Applicant had applied to the Historic and Museum Commission regarding the movement of the historical marker. The Applicant indicated that they had made initial contact, but that they would pursue the discussion. Stetler also asked about the height of the monument sign, stating that the shroud would be included in the calculation of the height. Carson stated that even with the inclusion of the shroud, the height is still only 9 feet 4 inches. Carson did confirm that zoning relief was necessary because the proposed monument sign did exceed the allowable size. Stetler asked Carson to confirm what zoning district the other signs he presented were located in. Carson stated that his example signage was mainly located in the Business Commercial district, but that riverfront signage is actually zoned SP-1 and SP-2. Stetler also stated that the NextDocs sign is in the SP district.

13. The Chairman next asked for public questions. There were no questions. Weiss briefly clarified the fact that the exemplary signs utilized in the Applicant's testimony were indeed located in Specially Planned districts, but that they served as good examples because the Signs at the Property would be part of the same community of

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

14. The Chairman then requested statements from the public for or against the Proposed Relief. There were no public statements.

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

III. Discussion:

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

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

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

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

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

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

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

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

C

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

**IN RE: APPLICATION OF
OLIVER TYRONE PULVER CORP.**

REGARDING

**SIX TOWER BRIDGE
181 WASHINGTON STREET**

DECISION OF THE BOARD

I. History of the Case:

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

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

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

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

II. Findings of Fact:

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

4. The Applicant noted that the Building is located in a basin like portion of the Borough, and thus visibility is difficult for visitors attempting to locate the address. The Applicant also noted that the Board has previously granted relief to surrounding buildings for this same issue.

5. The Applicant presented Jeff Carson, of City Sign, Inc., to testify regarding the proposed signage. Carson was qualified as an expert witness during the hearing and testified as to the size, illumination and location of the signs as being necessary to increase the visibility of the Building in a safe and appropriate manner, so that the Building can be located more easily.

6. Applicant presented examples of similar type signage in the nearby area. See Exhibits P-3G and P-3I.

7. Applicant entered into the record a letter of support for the Proposed Relief from the landlord of the Property. See Exhibit A-9.

8. Currently, the Zoning Ordinance for SP-2 only permits an applicant either one (1) wall sign or one (1) monument sign at any given building. See Section 27-2109.5. Further, wall signs are not to exceed a total of seventy five (75) square feet. As a result, the addition of the two (2) proposed Wall Signs, one (1) of which exceeds seventy five (75) square feet, while maintaining the existing monument sign, requires relief from the Zoning Ordinance.

9. The Applicant argued that the addition of the Wall Sign would make the Property much more visible from the major roadways as invitees attempted to locate the Property.

10. Under questioning, Applicant advised that only the Eastern Wall Sign would be illuminated, with internal illuminating letters.

11. The Applicant also presented Dave Bogardis, of Nextdocs, to testify as to the plans of the proposed tenant. Bogardis testified that Nextdocs intended to commence a lease for one and one half (1 ½) floors, totaling 30,000 square feet, on July 1, 2012. Bogardis also advised that Nextdocs intended to bring seventy (70) employees to the site, and expected to grow (and thereby employ additional employees) over the near term, with hours of 9 am until 5 pm for the vast majority of the employees.

12. Bogardis testified that he was concerned that it would be difficult for customers to locate Nextdocs without the Wall Signs being contemplated.

13. Carson testified that he believed that the Wall Signs being proposed represented the minimum amount of relief necessary to effectively improve the ability to locate the Building through signs on the walls at the site.

14. No one testified for, or against, the Proposed Relief.

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

III. Discussion:

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

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

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

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

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

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

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

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

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

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

IV. Conclusions of Law:

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

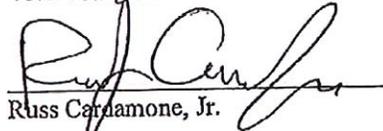
ORDER

The Board grants the Applicant's request for the Variance to the Zoning Ordinance Section 27-2109.5 for the construction and placement of the Northern and Eastern Wall Signs, subject to the Conditions, and in accordance with the provisions of this Opinion.

CONSHOHOCKEN ZONING HEARING BOARD¹


Richard Barton, Chairman


Vivian Angelucci


Russ Cardamone, Jr.

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



D

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN
IN RE: APPLICATION OF
WASHINGTON ST. ASSOCIATES II, LP, and KYNETIC (AKA NRG, LLC)

REGARDING

225 WASHINGTON STREET

DECISION OF THE BOARD

I. History of the Case:

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

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

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

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

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

II. Findings of Fact:

1. The Applicant is collectively, Washington St. Associates II, LP, the owner of the Property, and Kynetics¹, the proposed tenant of the Property ("Tenant"). Said Applicant was represented by Edmund Campbell, Jr., Esquire, counsel to the Applicant.

2. The Building involved is the commercial building located 225 Washington Street, Conshohocken, Pennsylvania, which has been subject to the redevelopment of the waterfront area in the Borough. The Property is presently zoned SP-2.

3. The Applicant, through its counsel, testified that the Proposed Signage it wished to install was comprised of four (4) wall signs, two hundred forty four (244) square feet each on the east and west sides of the Building, one hundred seventy four (174) square feet on the south side of the Building, and between three hundred (300) and four hundred (400) square feet on the north side of the Building, all as noted on Exhibits P-5R through P-8R. The Proposed Signage would highlight the tenants four (4) brands, "Kynetic", "Fanatics," "Shop Runners" and "Rue La La" on each side of the Building, all as noted on the Exhibits P-5R through P-8R. The Applicant testified that the Proposed Signage was necessary for the corporate branding the Applicant was seeking to achieve.

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

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

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

4. Representatives of the Tenant testified that it wished to have a national headquarters at the Property. The Applicant expected thirty (30) to forty (40) non-employees a day to enter the Building, as well as approximately one hundred (100) to one hundred thirty (130) employees initially³.

5. Counsel for the Applicant stated that the unnecessary hardship requesting to be relieved was that, due to the unique physical characteristics of the Property, including the location of the site in terms of access from and to the major thoroughfares, as well as the size of the development upon the Property, the Proposed Signage was needed to direct individuals to, and around, the site to effectively locate the Tenant. In light of the desire to convert a formerly industrial property into a commercial office use, as Borough Council encouraged for this Property, it was necessary to take extra efforts to increase the visibility of the site and its tenants. Such increased visibility, the Applicant contended, requires signs and advertising in excess of those permitted in SP-2.

6. Jeff Carson, of City Sign, Inc., testified for the Applicant. Mr. Carson noted the difficult location of the Property, and the need for corporate branding required the size and LED illumination of the Proposed Signage as detailed in the Exhibits.

7. The Applicant presented Saj Cherian, Vice President of Kynetic, to detail the intended use of the Building. At present, Mr. Cherian advised, Kynetic intended to

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

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

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

8. The Board questioned the need for the size, and quantity of the Proposed Signage, and both Mr. Cherian and counsel for the Applicant stressed the unique physical characteristics of the location as well as the need to both identify and brand the site.

9. Paul McConnell, President of Borough Council, testified in favor of the Proposed Relief.

10. No one testified against the Proposed Relief.

11. The Board finds that the matter was properly advertised pursuant to the Borough Code and the Pennsylvania Municipal Planning Code ("MPC").

III. Discussion:

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

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

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

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

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

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

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

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

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

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

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

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

IV. Conclusions of Law:

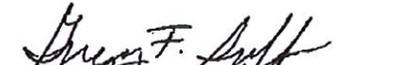
1. The matter was properly presented before the Board.
2. The matter was properly advertised and the hearing both timely and appropriately convened in accordance with the provisions of both the Borough Code and the MPC.
3. The Borough Code and the MPC both permit the Board to grant the Variance from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

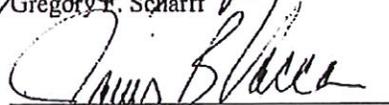
ORDER

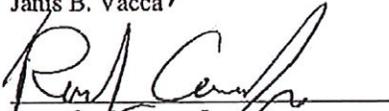
The Board grants the Applicant's request for the Variance to the Borough Code Section 27-2109.5 for the placement of the Proposed Signage, subject to the Conditions, and in accordance with the provisions of this Opinion.

CONSHOHOCKEN ZONING HEARING BOARD


Vivian Angelucci


Gregory F. Scharff


Janis B. Vacca


Russ Cardamone, Jr.

Dissenting in the Opinion:


Richard Barton, Chairman







E

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

**IN RE: APPLICATION OF
JACOBS ENGINEERING GROUP, INC.**

REGARDING

**3 TOWER BRIDGE
2 ASH STREET**

DECISION OF THE BOARD

I. History of the Case:

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

The Applicant is requesting that it be permitted to add a wall sign (the "Wall Sign"), as detailed in Exhibit A-3 to the building at the Property (the "Building"), in addition to the existing monument sign at the site (the "Variance" or "Proposed Relief"). See Exhibit A-1.

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

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

II. Findings of Fact:

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

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

6. Applicant presented examples of similar type signage in the nearby area. See Exhibits A-6, A-7 and A-8.

7. Applicant entered into the record a letter of support for the Proposed Relief from the landlord of the Property. See Exhibit A-9.

8. Currently, the Zoning Ordinance for SP-2 only permits an applicant either one wall sign, or one monument sign at any given building. See Section 27-2109.5. As a result, the addition of the Wall Sign, while maintaining of the monument sign, requires relief from the Zoning Ordinance.

9. The Applicant argued that the addition of the Wall Sign would make the Property much more visible from the major roadways as invitees attempted to locate the Property.

10. Under questioning, Applicant advised that the Wall Sign would be illuminated, with internal and external lighting that would not impact beyond the Property line.

11. No one testified for, or against, the Proposed Relief.

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

III. Discussion:

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

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

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

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

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

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

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

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

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

IV. Conclusions of Law:

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

ORDER

The Board grants the Applicant's request for the Variance to the Zoning Ordinance Section 27-2109.5 for the use of the Wall Sign, subject to the Conditions, and in accordance with the provisions of this Opinion.

CONSHOHOCKEN ZONING HEARING BOARD

Richard Barton, Chairman

Vivian Angelucci

Henry Jaffe

Janis B. Vacca



F

COPY

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

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

DECISION OF THE BOARD

I. History of the Case:

By Application dated August 24, 2007 (the "Application"), the Applicant is seeking zoning relief from the Zoning Hearing Board (the "Board"), in the nature of variances from the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance") for the real property located at 110 Washington Street, Conshohocken, Pennsylvania (the "Property"). The Property is presently zoned Specially Planned District Two ("SP-2"). The Applicant is seeking zoning relief from the Board in the nature of one (1) variance under Section 17.5.G.2.C regarding flood proofing, one (1) variance under Section 15.5.B.4. regarding the minimum building setback requirement, one (1) variance under Section 15.6.B.4 regarding the types of foundation plantings which may be used at the site. Finally, the Applicant requested an interpretation of Section 17.5.C.3 regarding construction within 50 feet of the riverbank and Section 17.5.E.5., regarding paved roads, driveways, and parking lots. The interpretation the Applicant requests regards whether these Sections were applicable to the proposed project and if they indeed were applicable, the Applicant requested a variance from these Sections.

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

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

II. Findings of Fact:

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

III. Discussion:

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

The relief sought by the Applicant has been detailed above.

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

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

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

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

§10910.2, as well as the testimony and evidence submitted, and questions raised by fellow Board members.

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

IV. Conclusions of Law:

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

ORDER

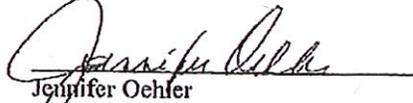
The Board grants the Applicant's requests for variances to the Zoning Ordinance Sections 17.5.G.2.C and 15.6.B.4. The Board has determined that relief from Section 15.5.B.4 is not necessary as the proposed building is not located within the floodplain. The Board has determined that Conditional Use approval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

CONSHOHOCKEN ZONING HEARING BOARD

Arnold Martinelli, Chair


Vivian Angelucci

Gregory F. Scharff


Jennifer Oehler


Richard Barton

COPY

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF SEVEN TOWER BRIDGE ASSOCIATES

REGARDING

110 WASHINGTON STREET

DECISION OF THE BOARD

I. History of the Case:

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

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

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

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

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

II. Findings of Fact:

1. The Applicant is Seven Tower Bridge Associates, equitable owner of the Property. Said Applicant was represented by Ross Weiss, Esquire, counsel to the Applicant.
2. The property involved is located at 110 Washington Street in Conshohocken, Pennsylvania. The Property is presently zoned SP-2.
3. The Applicant through its counsel, testified that it wished to develop a portion of the Property into a parking lot. Portions of the parking lot would be enclosed (the "Enclosed Lot") and other portions would be outside (the "Outside Lot", and collectively with the Enclosed Lot, the "Project"). In order to do so, the Applicant needed to fulfill the Zoning Ordinance requirement that at least two percent (2%) of all parking spaces for the Project be set aside for people with disabilities (the "Accessible Spaces"). Further, each such Accessible Space must fulfill the requirements of Section 20.11.A.2.C regarding the size of parking spaces for people with disabilities.
4. The Applicant requested relief pursuant to Section 6.11 of the Zoning Ordinance from 20.11.A.2.c, which requires all Accessible Spaces be at least twenty (20)

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

5. The Applicant offered John A. Nawn, P.E. as a traffic engineer for the Project (the "Applicant's Traffic Engineer") and Michael Kissinger, P.E. as a design engineer (the "Applicant's Design Engineer" and collectively with the Applicant's Traffic Engineer, the "Engineers").

6. The Applicant, through its counsel and the Engineers, testified that the Project intended to comply with the Zoning Ordinances requirements as to number of Accessible Spaces, however due to the configuration of the development of the site, needed relief as to (i) the width of each such Accessible Space, regardless of whether the space was indoors or outside, from thirteen (13) feet to eight (8) feet; and (ii) the length Accessible Space in the Enclosed Lot, from twenty (20) feet to eighteen (18) feet.

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

¹ It should be noted that the Application initially requested relief solely as to the length of the Parking Spaces in the Enclosed Lot (Applicant requested relief to permit the length to be reduced from twenty (20) feet to eighteen (18) feet). At the Hearing, the Applicant requested that the Application be amended to add approval to (i) permit the reduction of the width of the Accessible Spaces in the Enclosed Lot and Outside Lot from thirteen (13) feet to eight (8) feet.

8. The Applicant's Engineers also testified that the full twenty (20) foot length in the Enclosed Lot would be extremely difficult as it would impact the aisle width, which was limited already (though in conformity with the Zoning Ordinance) due to the configuration of the Enclosed Lot; permitting eighteen (18) foot length for the Accessible Spaces would allow a standardizing of length for all parking spaces—though reserved for people with disabilities and those which were not—throughout the Enclosed Lot.

9. Applicant's Traffic Engineer testified that of the sixteen (16) Accessible Spaces, the fourteen (14) in the Enclosed Lot needed relief from the twenty (20) foot length requirement of 20.11.A.2. (and instead be allowed to be only eighteen (18) feet in length) and all the Accessible Spaces need relief to reduce their width from thirteen (13) feet to eight (8) feet.

10. Joseph Januzelli, Building Coded Officer for the Borough, testified that neither the ADA, nor the American National Standards Institute standards ("ANSI") have a minimum length requirement.

11. James R. Watson, Borough Engineer, testified, similar to Mr. Januzelli, that the various applicable codes did not have a required length for Accessible Parking, however, he felt eighteen (18) feet was an "absolute" minimum.

12. Counsel for the Board, David Nasatir (the "Board Solicitor") noted that if the Zoning Ordinance were more stringent than the ADA or ANSI, the Board could loosen those requirements provided it did not dilute the requirements to the point they were less stringent than the ADA or ANSI.

13. There were no other parties to testify for or against the Applicant.

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

III. Discussion:

The Applicant intends to develop 813 parking spaces, and pursuant to the Zoning Ordinance, will include sixteen (16) spaces reserved for use by people with disabilities. Pursuant to its plans, the Applicant wishes to obtain the following Variances from Section 20.11.A.2.c:

(a) relief to permit the reduction of the width of all sixteen (16) of the Accessible Spaces from thirteen (13) feet to eight (8) feet regardless of whether said spaces are in the Enclosed Lot or Outside Lot;

(b) relief to permit the length of the fourteen (14) Accessible Spaces in the Enclosed Lot to be reduced from twenty (20) feet to eighteen (18) feet;

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

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

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

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

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

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

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

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

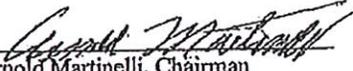
IV. Conclusions of Law:

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

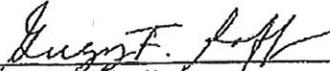
ORDER

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

CONSHOHOCKEN ZONING HEARING BOARD²


Arnold Martinelli, Chairman


Vivian Angelucci


Gregory F. Scharff


Jennifer Qehler

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

4

A



B



C



D





BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR
Yaniv Aronson

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

Stephanie Cecco
Borough Manager

ZONING NOTICE

MAY 18TH, 2020 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

NOTICE IS HEREBY given that the Conshohocken Zoning Hearing Board will conduct a public hearing on Monday, May 18th, 2020 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

In response to the Governor's Stay at Home Order due to COVID-19, this meeting will be held using a Web-ex platform. To the extent possible, members of Conshohocken Zoning Hearing Board members, and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

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

PETITIONER: Jeffrey L. Grogan
906 Fayette St., Conshohocken, PA 19428

PREMISES INVOLVED: 906 Fayette St., Conshohocken, PA 19428
Residential Office Zoning District

OWNER OF RECORD: Same as Petitioner

The Petitioner is requesting a Special Exception or in the alternate a Variance from the terms of the Conshohocken Zoning Ordinance Section 27-703 (D) and (E). The Petitioner proposes to expand each of the residential units on the site. A 193 square foot addition to the apartment in the main building on the site is proposed; and a third-floor addition is proposed to the garage apartment fronting on Forrest Street.

Persons who wish to become parties to the application must notify the Borough of their intent to ask for party status at least five (5) days prior to the scheduled hearing by emailing the attached entry of appearance form to zoning@conshohockenpa.gov or calling (610) 828-1092. Said persons must be available to participate in the zoning hearing on the scheduled date and time. It is noted that submitting the attached entry of appearance form does not guarantee that you will be granted party status. The Zoning Hearing Board decides who may participate in the hearing before it as a party, subject to Section 908(3) of the Municipalities Planning Code (MPC). The MPC permits party status to any person "affected" by the application. Having taxpayer status alone is not enough to claim party status; however, a person whose property or business abuts the property that is the subject of the appeal is affected and should qualify as a party. Ultimately, the ZHB makes the party status determination after reviewing the request.

Persons with a disability who wish to participate in the public hearing and require an auxiliary aid, service or other accommodation to participate in the hearing should contact the Borough of Conshohocken at 484-243-6069.

Thank you,
Zoning Hearing Board

ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

Audio Feed Participation: You may dial-in to access the audio feed of the meeting. All participants (whether listening or providing comments) must use this method of audio participation, even those using Webex to access the video feed. To access audio, please use the below number and access code/ password information.

- Dial: 1-888-822-7517
- Access Code/Password: 430 557 7 #

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

Video Feed Participation: The public may access the video feed by using the link provided below. *Please note that this will give participants visual only. You must still dial-in in order to get audio of the meeting (see *Audio Feed Participation* section below for further instructions).

VIDEO LINK CAN BE FOUND ON THE BOROUGH OF CONSHOHOCKEN WEBSITE

If this is the first time you have used Webex, the link will direct you to a website to download the Webex application. Please follow the instructions to install the Webex application.

If you have already downloaded the Webex application, the link will redirect you to the application itself. Please follow the instructions.

It is recommended that you download the application in advance of the meeting time. If you attempt to sign in prior to the start of the meeting, the Webex application will inform you that the meeting has not started. Please close the application and log back in at the time of the meeting (7:00 PM).

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and restaurant.

Prior to the start of the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov. Similarly, during the meeting, you may submit written comments by e-mailing them to bmyrsiades@conshohockenpa.gov.

Public comments submitted in this manner will be read by a member of Borough Administration during the public comment period. Because the actual time of the public comment period is determined by the pace of the meeting, please submit all comments as soon as possible, whether before or during the meeting. Written comments shall include the submitting person's name, address and property in question.

The Conshohocken Zoning Hearing Board thanks you in advance for your cooperation during the remote meeting. If you encounter problems participating during the meeting, or have questions regarding the above prior to the meeting, please contact the Borough at bmyrsiades@conshohockenpa.gov.

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

I/We _____

Request to be granted party status in Application Z _____.

Applicant: _____

Please print name and address below:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than Wednesday May 13th, 2020)

MAIL:
Borough of Conshohocken
Attn: Bobbi Jo Myrsiades
400 Fayette St.
Conshohocken, PA 19428

E-MAIL:
zoning@conshohockenpa.gov



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MEMORANDUM

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

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

Stephanie Cecco
Borough Manager

Date: November 6, 2019

To: Stephanie Cecco, Brittany Rogers

From: Chris Stetler

Re: 906 Fayette Street Zoning Determination

History of the Project:

906 Fayette Street is located in the Residential Office Zoning District. The lot is slightly irregular in shape, and is 13,020 square feet. Currently there are three (3) structures on the lot: a main dwelling housing a professional office and one (1) apartment; a garage used for parking and storage; and a garage on the Forest Street side of the lot, which was converted to an apartment, with storage and spaces for one vehicle to park on the ground level and the apartment on the second floor.

Originally the property was an owner-occupied doctor's residence with the doctor's office on the first floor of the dwelling. There was a garage apartment in the structure off of Forrest Street. In 2004 the property was sold. Conditional use approval was granted in 2004 to convert the main structure on the lot into an architectural office on the first floor and one (1) apartment on the second and third floors. A variance for off-street parking also was granted in 2004, as the combined requirement for residential and office off-street parking could not be met on the lot. It was required that the Forrest Street structure maintain space in the garage for the parking of one (1) vehicle.

In 2016, a variance was granted for the construction of a 483 square foot accessory garage on the property.

Current Zoning Application:

The property owner is proposing expansion of the residential units on the site. In the case of the main building, it is proposed to construct a living room area on the second floor over an existing first floor kitchen. The size of the expansion is 193 square feet. Total square footage of the building is 3,375 square feet. The expansion is a six percent (6%) of the total square footage of the building.

A 647 square foot third floor would be added to the garage apartment facing Forrest Street. Total existing square footage of the structure is 1,418, resulting in a forty-six percent (46%) increase in the building's square footage.

The Applicant is requesting a Special Exception for the physical expansion of a non-conforming use or in the alternate, a variance for the expansion.

Zoning Determination:

Section 27-703 C and D permits the expansion of non-conforming used. Expansion is permitted one (1) time not more than twenty-five percent (25%) of the gross square footage of the building.

The proposed improvements to the two (2) structures at the site will not change the foot print of either building. Nor will improvements increase the number of units at the site. Set-backs for each structure will not change. Height of the main structure on the lot will not change. The new height of the garage apartment will be less than thirty-five feet (35'). There will be no change to the off-street parking requirements, and therefore no increase in the non-conformity of off-street parking on the property.

The Zoning Hearing Board must determine how to look at the proposed expansions with regard to the permitted twenty-five percent (25%) limit on the expansion of non-conforming uses. Is the application for expansion of non-conforming uses on the overall site; or the expansion of individual non-conforming structures on the property? How the expansions are perceived and treated will determine whether a Special Exception or a combination of Special Exception and Variance are required.

Expansion of the main building is six percent (6%), while the expansion of the garage apartment represents an expansion for forty-six percent (46%). Using all structures on the site, the percentage expansion is fifteen percent (15%).



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

Zoning Application

Application: 2-2019-18
Date Submitted: 11-4-19
Date Received: 11-4-19

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Section 27-703(D) and (E)

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

906 Fayette Street, Conshohocken, PA 19428

4. Applicant's Name: Jeffrey L. Grogan

Address: 906 Fayette Street, Conshohocken, PA 19428

Phone Number (daytime): (610) 825-7780

E-mail Address: gen.jlgarch@jlgarch.com

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

6. Property Owner: Same as Applicant above

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: 70 x 186
70 x 199' x 75' Zoning District: R-0

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

Yes No If yes, please describe.

For 2 car garage for conversion of main building to first floor office and residence on second and third floors

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

See attached.

10. Please describe the proposed use of the property.

See attached

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

See attached

Continuation of Application of Jeff Grogan

9. The main building is a Victorian "house" that was converted in 2004 which is presently being used as an office on the 1st floor and apartments on the 2nd and 3rd floors. Behind the main building there is a second building that contains a one car garage. The garage also has a 2 bedroom apartment on the 2nd floor. The garage was approved by the Borough in 2016. Dimensions of the buildings are on the attached site plan.

10. The proposed use of the property will remain exactly as it is now. The main building will have an office and residential uses and the garage will house 1 car with an apartment above it. There will be no additional units, only improvements to the existing units.

11. The first proposed improvement is a 193 sq. ft. addition to the 2nd floor of the main building above the existing 1st floor kitchen to improve the 4 bedroom apartment with a usable living room. The existing main building is 3,375 sq. ft. I would also be adding a new bathroom in the area that is now the living room. The addition would improve the apartment which currently has only 1 bathroom and an unusable living room. The exterior of the new addition will be hardi-plank composite siding to match the existing siding.

The second proposed improvement would be to add a 647 sq. ft. 3rd floor to the garage. The existing garage is 1418 sq. ft. The addition would include a large master bedroom and a master bathroom. Currently the apartment has 2 small bedrooms with very small closets, and a very small bathroom. The existing exterior of this garage apartment is old stucco with several cracks. Applicant proposes to either re-stucco the entire garage or use hardi-plank composite siding.

Both proposed additions will not increase the footprint of the existing structures and will not add any additional rental units.

12. The requested relief should be granted because the additions would improve use of the apartments in the existing main building and in the garage. The additions will not extend the existing footprint of either buildings. Since the apartment unit count would remain the same the parking would remain the same. The exterior of the main building and the garage building will be improved by the renovations, and will remain in character with the property and the adjacent properties on Fayette St and Forrest St.

13. The applicant is seeking a special exception or, in the alternative, a variance. If it is a dimensional variance that is required by the zoning hearing board, since the footprint of the buildings are not being expanded, there would be no impact on the neighbors or the community. The design of the additions would be consistent with the character of the neighborhood. This request would be the minimal relief requested to make the apartments more livable and modernized with today's residential standards.

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

See attached

13. If a Variance is being requested, please describe the following: N/A - see attached

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. N/A

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. N/A

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: George J. Ozorowski, Esquire

b. Address: 1250 Germantown Pike, Suite 205, Plymouth Meeting, PA 19462

c. Phone Number: (610) 279-6800

d. E-mail Address: gjo@hkolaw.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.

[Signature]
Applicant

[Signature]
Legal Owner

11.4.19
Date

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 4 day of Nov, 2019.

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Renita L. Perseo, Notary Public
Montgomery County
My commission expires October 21, 2022
Commission number 1120037
Member, Pennsylvania Association of Notaries

(Seal)



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

Decision

(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: _____

Professional Land Transfer
61 B Morton Avenue
Morton, PA 19070
610-644-8888

4c

File No. 17016P

Parcel ID No. 05-00-03000-00-1

This Indenture, made the 17th day of May, 2004,

Between

MARIE H. KLINCEWICZ, INDIVIDUALLY and MARIE H. KLINCEWICZ, AS SURVIVING TRUSTEE UNDER DECLARATION OF TRUST DATED 12-12-1981 AND RECORDED IN DEED BOOK 4782 PAGE 1151.

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

JEFFREY L. GROGAN

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

Witnesseth, that the said Grantors for and in consideration of the sum of **FOUR HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$490,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantee, 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 Grantee, as sole owner,

ALL THAT CERTAIN lot or piece 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 stake on the Northwest side of Fayette Street, at the distance of 50 feet Northeasterly from the North corner of Fayette Street and Ninth Avenue, it being a corner of land (now or late) of Chris Cox; thence along said Northwesterly side of said Fayette Street, Northeasterly 70 feet to a point, it being a corner of land (now or late) of Taylor G. Reiff (formerly of George E. Hare); thence along said land of the said Taylor G. Reiff, Northwesterly at right angles to said Fayette Street 186 feet to the Southeast side of Forest Street; thence along the said Southeasterly side of Forest Street, Southwesterly parallel to Fayette Street, 70 feet to a corner of the lands of the aforesaid Chris Cox; thence along said land of the said Chris Cox, at right angles to said Forest Street, Southeasterly 186 feet to the place of beginning.

BEING the same premises which Frances Carlin, Executrix of the Will of Mary E. Davis, a/k/a Mary Hart Davis, Deceased, by Deed dated 2/21/1964, and recorded in the Recorder of Deeds Office of Montgomery County in Deed Book 3320 page 370 etc., granted and conveyed unto Chester J. Klincewicz and Marie H. Klincewicz,

husband and wife, in fee.

APPROVED

Borough of Conshohocken

Date: 5/21/04 (pd)



MONTGOMERY COUNTY ROD

05-CONSHOHOCKEN BOROUGH \$4,000.00 JANY BECKER ROD

DT-068D
DE BK05509-1821
2004111858 06/01/2004 08:20:55 AM 4
KCO FEE \$46.50 LG. TAX \$4.90000 ST. TAX \$4.50000

ALSO BEING the same premises which by Quit Claim Deed dated 12/12/1981 and recorded in the Recorder of Deeds Office of Montgomery County in Deed Book 4682 page 1149, confirmed to themselves as Trustees under Declaration of Trust. **AND** further by Declaration of Trust recorded 4/14/1982 in Deed Book 4682 page 1151 etc.

AND the said Chester J. Klincewicz has since departed this life, whereby title to the above described property vested solely unto the said Marie H. Klincewicz, individually and as surviving Trustee.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-03000-00-1 CONSHOHOCKEN
906 FAYETTE ST
KLINCEWICZ CHESTER J & MARIE
3 044 U 024 L 4100 DATE 05/27/04

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

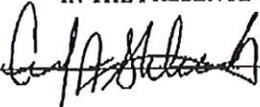
To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her 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 Grantee, her 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 Grantee, her 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, by, from or under him, her, it, or any of them, shall and will

Warrant and Foreber Defend.

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

**Sealed and Delivered
IN THE PRESENCE OF US**



 (SEAL)
MARIE H. KLINCEWICZ

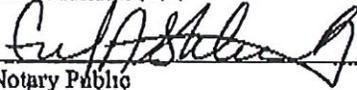
 (SEAL)
MARIE H. KLINCEWICZ, SURVIVING
TRUSTEE UNDER DECLARATION OF
TRUST DATED 12-12-1981

Commonwealth of Pennsylvania
County of Montgomery

ss

On this the 17th day of May, 2004, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the County of Montgomery, the undersigned Officer, personally appeared **MARIE H. KLINCEWICZ, INDIVIDUALLY** and **MARIE H. KLINCEWICZ, SURVIVING TRUSTEE UNDER DECLARATION OF TRUST DATED 12-12-1981**, known to me (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
My commission expires _____



The address of the above-named Grantee is:

241 Rebel Hill Rd.
Gulph Mills, PA 19428



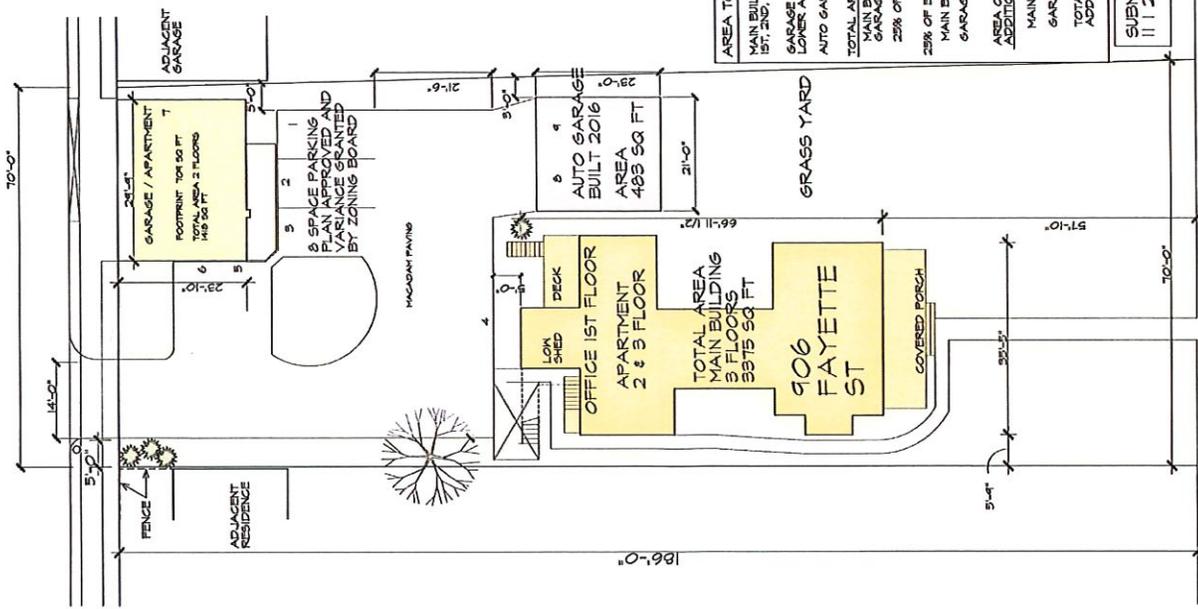
On behalf of the Grantees

File No. 17016P

Record and return to:
Professional Land Transfer, LLC
61 S. Morton Avenue
Morton, PA 19070

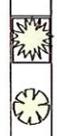


29'-0" WIDE FORREST STREET



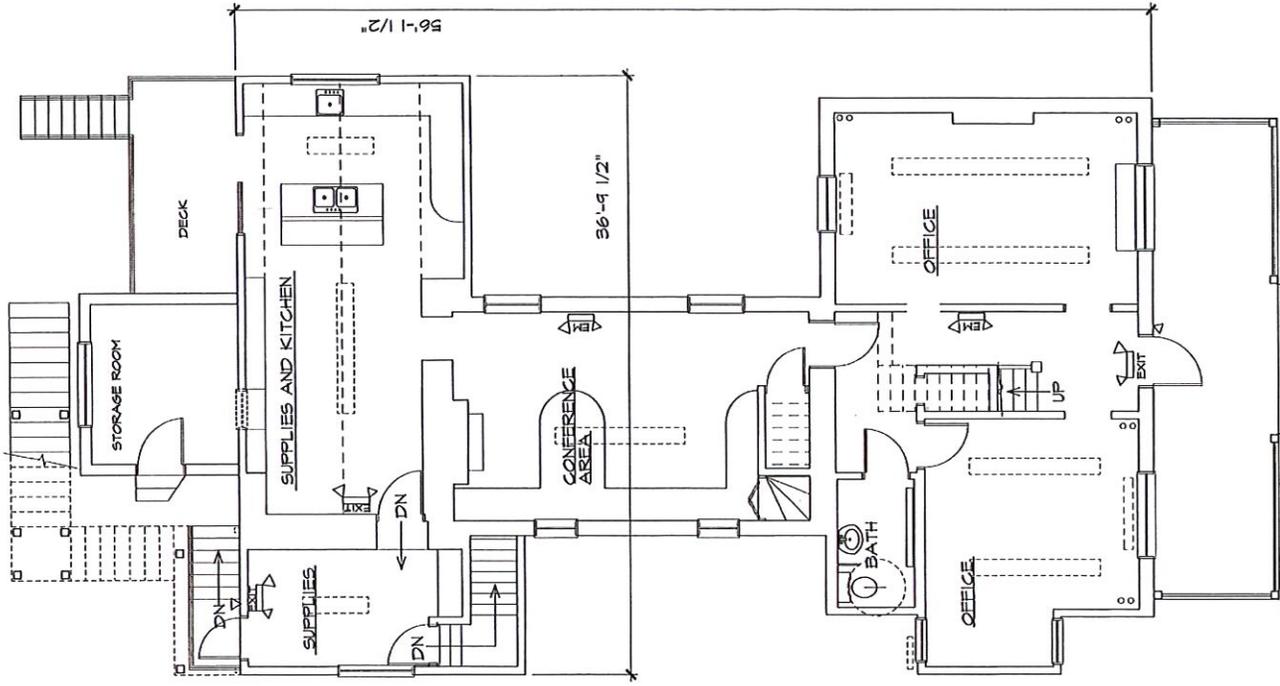
AREA TOTALS	
MAIN BUILDING 1ST, 2ND, 3RD FLOORS	3975 SQ FT
GARAGE APARTMENT LOWER AND 1ST FLOOR	148 SQ FT
AUTO GARAGE	485 SQ FT
TOTAL AREA	
MAIN BUILDING & GARAGE APARTMENT	4195 SQ FT
25% OF TOTAL AREA	1196 SQ FT
25% OF EACH BUILDING AREAS	
MAIN BUILDING 25% = 994 SQ FT	
GARAGE BUILDING 25% = 354 SQ FT	
AREA OF PROPOSED ADDITIONS	
MAIN BUILDING	148 SQ FT
GARAGE APARTMENT	647 SQ FT
TOTAL PROPOSED ADDITIONS	797 SQ FT

SUBMITTED FOR ZONING
11 | 2019
REVISED 11 | 4 | 2019

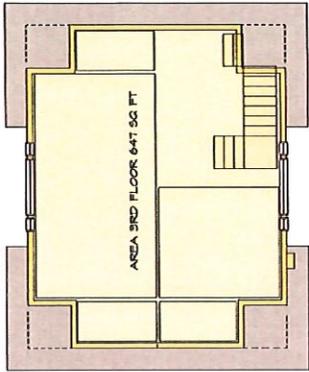


SITE PLAN
906 FAYETTE ST CONSH PA
AS BUILT PLAN - COMPLETED 10 31 2019
SCALE- 1/16" = 1'-0"
BY JEFFREY L. GROSAN ARCHITECT

60'-0" WIDE FAYETTE STREET

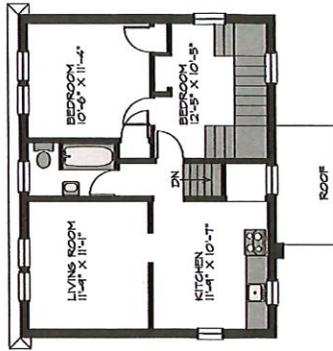


EXISTING FIRST FLOOR PLAN
 SCALE- 1/8"=1'-0"
 AREA = 1544 SQ. FT.
 906 FAYETTE ST CONSH PA



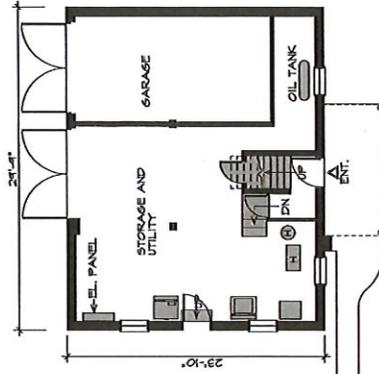
PROPOSED 3RD FLOOR PLAN

SCALE- 1/8"=1'-0"



EXISTING SECOND FLOOR PLAN

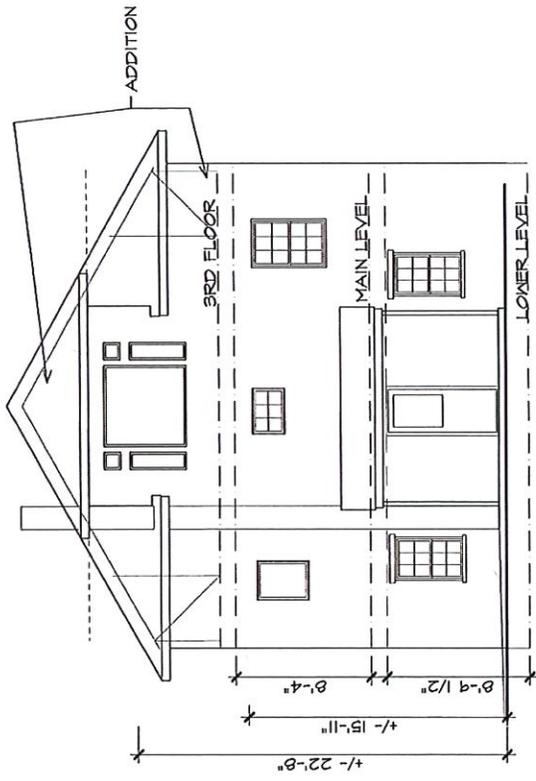
SCALE- 1/8"=1'-0"



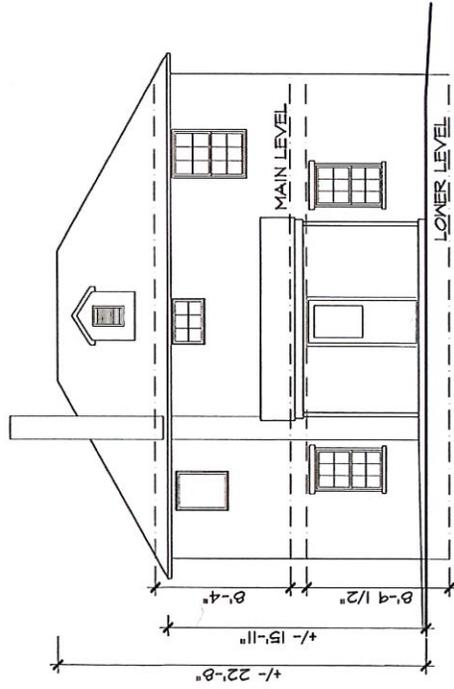
EXISTING FIRST FLOOR PLAN

SCALE-1/8"=1'-0"

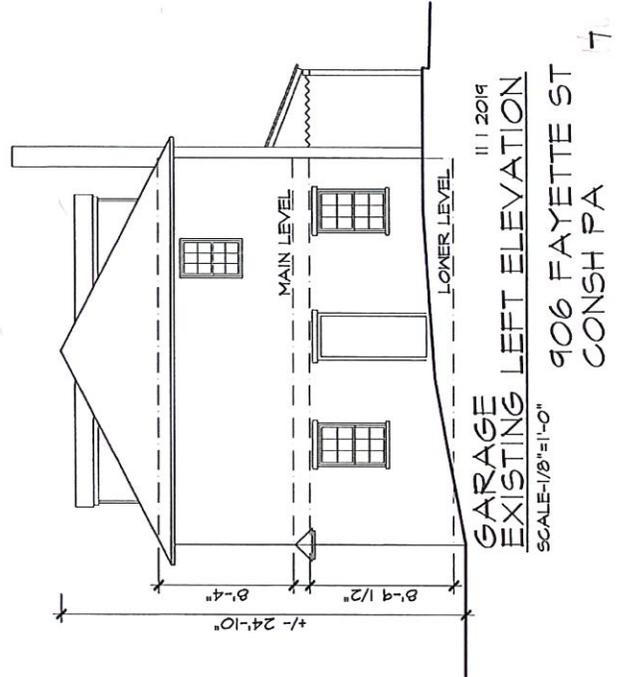
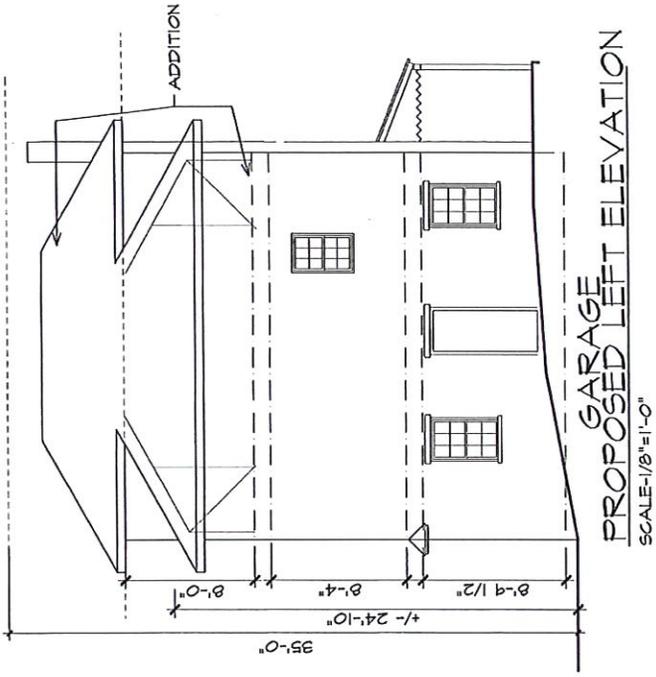
GARAGE APARTMENT 906 FAYETTE ST



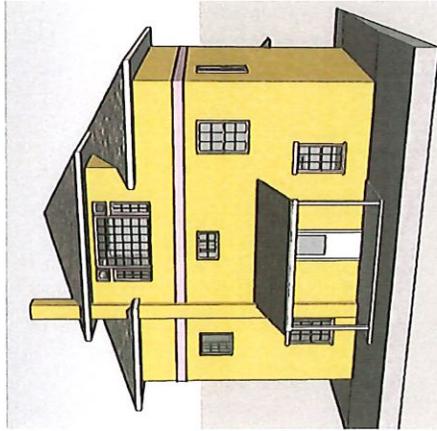
**GARAGE
PROPOSED FRONT ELEVATION**
SCALE=1/8"=1'-0"



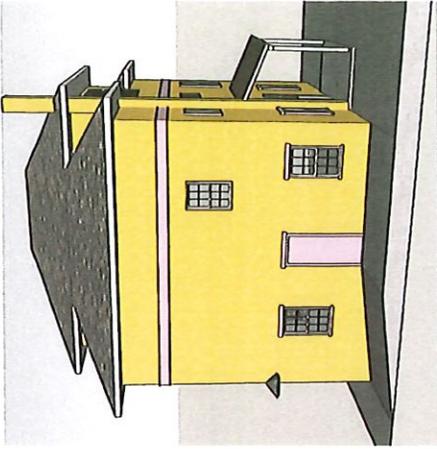
**GARAGE
EXISTING FRONT ELEVATION** 11 | 2014
SCALE=1/8"=1'-0" 906 FAYETTE ST
CONSH PA 6



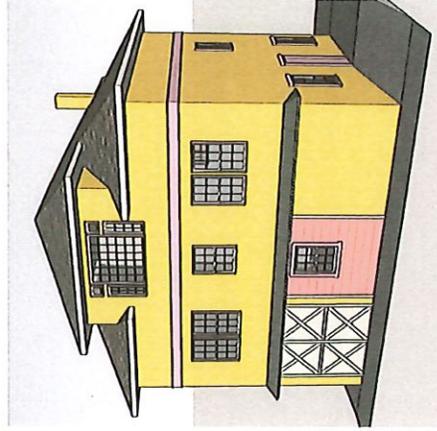
906 FAYETTE STREET, CONSHOHOCKEN
GARAGE APARTMENT ADDITION



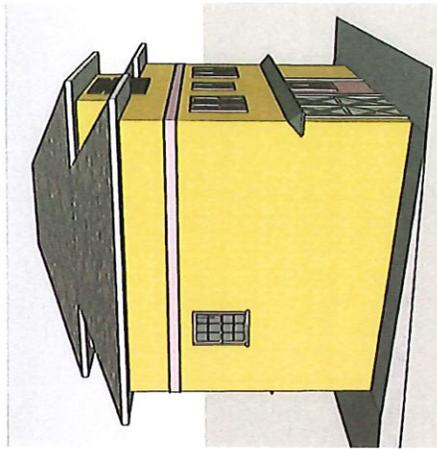
FRONT ELEVATION



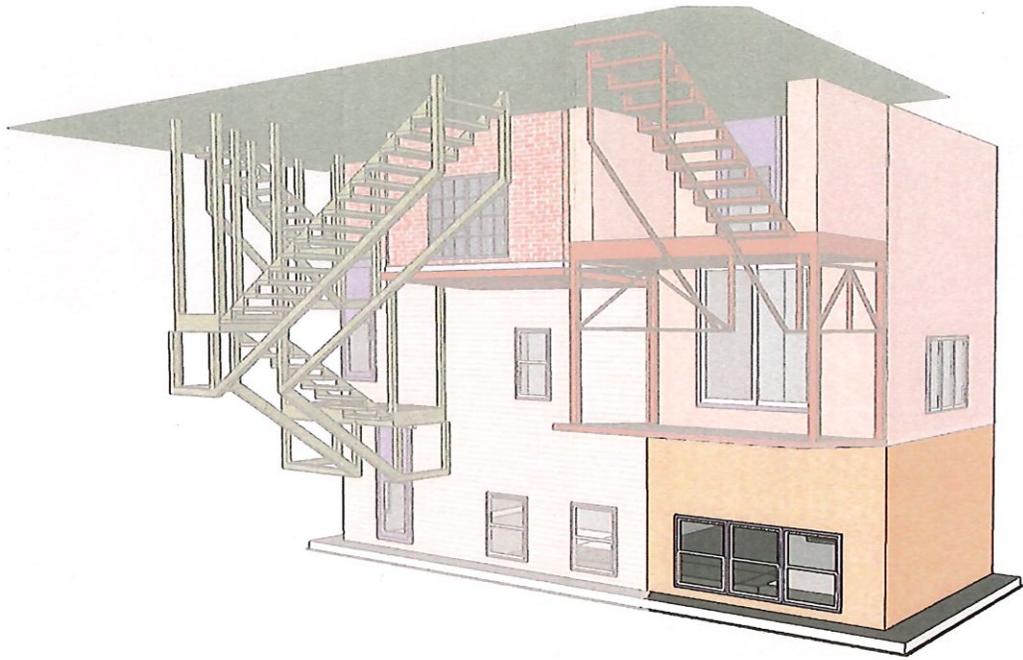
LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



906 FAYETTE STREET, CONSHOHOCKEN
HOUSE APARTMENT ADDITION