



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

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

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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## ZONING NOTICE

**May 12th, 2021 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS**

### ZONING HEARING Z-2020-12

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on May 12th, 2021 at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of Conshohocken Zoning Hearing Board 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: Craft Custom Home, LLC.  
231 Redwood Rd. King of Prussia, PA 19406

PREMISES INVOLVED: 261-263 E. Elm St., Conshohocken, PA 19428  
Limited Industrial and Borough Residential 2

OWNER OF RECORD: John Staley, Joseph Staley and John Staley, Jr.

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

The applicant is seeking multiple variances from the Zoning Hearing Board to permit development within the Floodplain Conservation District, and relief from many of the performance standards of the Residential Overlay and the BR-2 and Limited Industrial Zoning Districts. Enclosed with this notice is the full list of zoning relief the applicant is seeking in connection with the proposed development.

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](mailto:zoning@conshohockenpa.gov). 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

**AMENDED REQUESTED RELIEF**

The applicant respectfully requests relief from the following sections of the Borough of Conshohocken Ordinance:

- 27-1714.1.A In order to alter an existing building and construct a new building in the 100-year flood plain.
- 27-1903-B.2 To exceed the allowable maximum permitted dwelling unit density of 33 units per acre.
- 27-1903-B.3.A-C To provide relief from the district's front, side, and rear yard setback standards.
- 27-1903-B.4 To exceed the allowable maximum building coverage of 40%.
- 27-1903-B.6 To allow the proposed parking setback to be less than the minimum 10' setback from property lines.
- 27-1903.B.9 To allow for the parking to be located under the building rather than the rear yard of the parcel.
- 27-1903.B.12 To develop a parcel that does not comply with the minimum tract area for the district.
- 27-1904-B.1-5 To provide partial relief from the screening, buffering, and street tree regulations of the ordinance.
- 27-2007.F.1-3 To provide relief from the required buffer strip.
- 27-2007.H. To provide relief from the required curbed planting strips.
- 27-2007.J. To provide relief from the requirement of providing shade trees within parking areas.
- 27-820.C-F. To provide relief from the large truck collection access and setback requirements as listed in the ordinance.
- 27-1404.4.A-C. To provide partial relief from the requirements of shade trees along public streets, landscaping of the front yards adjoining residential districts, side and/or rear yard buffers when adjoining residential districts.

27-1105

To permit relief from the dimensional standards of the BR-2 Borough Residential District Two

27-1102

If necessary, to permit the proposed multi-family building (the ordinance allows attached dwellings).



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Jane Flanagan, Member  
Karen Tutino, Member

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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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## 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 Go-To-Meeting to access the video feed. To access audio, please use the below number and access code/ password information.

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

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/972846509>

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/972846509>

If you have already downloaded the Go-To-Meeting 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 Go-To-Meeting 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 address. Prior to the start of the meeting, you may submit written comments by e-mailing them to [Bmyrsiades@conshohockenpa.gov](mailto:Bmyrsiades@conshohockenpa.gov). Similarly, during the meeting, you may submit written comments by e-mailing them to [bmyrsiades@conshohockenpa.gov](mailto: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](mailto:bmyrsiades@conshohockenpa.gov).



# BOROUGH OF CONSHOHOCKEN

*Office of the Borough Manager*

*Zoning Administration*

**BOROUGH COUNCIL**  
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Yaniv Aronson, Mayor

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Stephanie Cecco, Borough Manager

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

I/We \_\_\_\_\_

Request to be granted party status in Application Z-2020-12.

Applicant: Craft Custom Homes - 261-263 E. Elm St. - Zoning Variance

Please print name:

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Please print address:

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Please print email:

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Please Sign Below:

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Please return form via mail or e-mail to the below:  
(Entry must be received no later than May 7<sup>th</sup>, 2021)

MAIL:

Borough of Conshohocken  
Attn: Bobbi Jo Myrsiades  
400 Fayette St. - Suite 200  
Conshohocken, PA 19428

E-MAIL:

[zoning@conshohockenpa.gov](mailto: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

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MEMORANDUM

Stephanie Cecco  
Borough Manager

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Date: April 30, 2021  
To: Stephanie Cecco, Brittany Rogers  
From: Eric P. Johnson, PE, Zoning Officer  
Re: 261-263 E. Elm Street – Variance Zoning Determination

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**History of the Site:**

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

**Current Request:**

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

The applicant is seeking variances from the Zoning Hearing Board to permit development within the Floodplain Conservation District, relief from many of the performance standards of the Residential Overlay district, and the use and performance standards of the BR-2 Zoning District. Enclosed with this determination is the full list of zoning relief the applicant is seeking in connection with the proposed development.

The applicant is concurrently seeking Conditional Use approval from Borough Council in accordance with §27-1901-B and §27-1903-B.11 of the Conshohocken Zoning Ordinance to permit a residential development utilizing the Residential Overlay District and to permit a building height taller than 35-feet.

**Zoning Determination:**

Development is permitted in the underlying zoning districts; however construction of permanent buildings, structures, placement of fill, clearing of existing vegetation, roads, parking lots, stormwater management facilities, and related site improvements are generally prohibited in the Floodplain Conservation District because of the risk of inundation of flood waters. The subject property is almost entirely located within the Flood Conservation District making development of the site without encroaching into the floodplain difficult. Therefore, a variance from §27-1714.1.A is required for the proposed development.

Part 17, Article F of the Borough Zoning Code outlines the procedures and conditions for granting relief from the strict application of the Flood Conservation District requirements if an exceptional hardship is imposed by the requirements. When seeking a variance for development within Zone AE, the applicant must demonstrate any construction, development, use, or activity, together with all other existing or anticipated development, will not increase the Base Flood Elevation more than one foot at any point. The applicant has submitted a report titled “261-263 E. Elm St. Preliminary Floodplain Study,” prepared by Kimley Horn, dated March 18, 2021, and signed and sealed by a Professional Engineer indicating the proposed development, along developments on adjoining properties, raises the Base Flood Elevation by less than 1-foot. We have reviewed the report and find it acceptable.

When considering the variance application, the Zoning Hearing Board should consult Code Section 27-1722; and if a variance is granted, the technical provisions outlined in Code Section 17, Article G should be attached to the approval.

§27-1903-B.2 – The maximum permitted dwelling unit density is 33 units per acre. The applicant proposes 21 units on an approximately 0.5-acre property, requiring a variance.

§27-1903-B.3.A-C - The required front yard setback is 30 feet, the required side yard setback is 10 feet per side, and the required rear yard setback is 30 feet. The applicant is seeking 0-foot front, side, and rear yard setbacks, requiring variances.

§27-1903-B.4 – The maximum permitted building coverage is 40% of total lot area. The applicant is seeking 87.5% building coverage, requiring a variance.

§27-1903-B.6 – The minimum parking area setback is 10 feet from property lines. The applicant is seeking 1.5-foot setbacks, requiring a variance.

§27-1903.B.9 – The parking lot shall be to the rear of the building. The applicant is seeking to place the parking lot under the building, requiring a variance.

§27-1903.B.12 - The minimum tract area shall be one acre. The parcel is approximately 0.5 acres, requiring a variance.

§27-1904-B.1 - Any development that is adjacent to a residential use shall be screened from that use by wall, fence or landscape material. If landscaping materials are used, such landscaping screen shall be designed by a landscaping architectural plan which shall be approved by the Borough. The requested variance for a 0-foot setback does not allow for screening from the adjacent residential uses, requiring a variance.

§27-1904-B.2 - Street trees shall be provided along all streets. Shade trees shall be provided at a maximum spacing of 30 feet on center and a minimum caliper of 3 1/2 inches. The property street frontage requires 9 street trees. The provided plan indicates 8 trees with spacing greater than 30 feet, requiring a variance.

§27-1904-B.3 - Service areas. All trash dumpsters, receptacles, etc., shall be screened from the view of residents, adjoining properties, and streets. Such screening may use landscape materials, opaque fences, or a combination of both. The proposed trash facilities are identified under the building; however detail is not provided on the screening methods. The applicant will need to provide additional information in order to determine the need for a variance.

§27-1904-B.4 - All parking lots shall be screened by a buffer of trees and shrubs from all adjacent properties and streets. The parking spaces are proposed within 1.5 feet of the sidewalk, which does not allow for landscape screening, requiring a variance.

§27-1904-B.5 - The use of native plant materials and naturalistic design is encouraged. The use of native plant materials and naturalistic design is encouraged but not required; therefore zoning relief is not required.

§27-2007.F.1-3 - A parking lot buffer strip 10 feet in width shall be provided along each property line abutting a residential property or a public right-of-way. The applicants request for reduced building and parking setbacks does not allow room for the required buffer strip, requiring a variance.

§27-2007.H. - No parking area shall abut directly upon a public street, but instead shall be separated from the street by curbed planting strips a minimum of five feet in depth from the edge of the cart way or sidewalk, with suitable breaks for access ways. The applicants request for reduced parking setbacks does not allow room for the required buffer strip, requiring a variance.

§27-2007.J. - Shade trees shall be provided within all parking areas at a minimum rate of one 3-1/2-inch caliper shade tree per 10 parking spaces. The proposed parking area is under the building; therefore, no shade trees are proposed within the parking areas, requiring a variance.

§27-820.C - Refuse collection facilities shall be designed in a manner that can accommodate large collection trucks. The provided plans indicate the refuse facility under the building and not accessible to trucks, requiring a variance.

§27-820.D - Landscaping is required around refuse collection facilities. The proposed refuse facility is identified under the building; however detail is not provided on the screening methods. The applicant will need to provide additional information in order to determine the need for a variance.

§27-820.E - Refuse facilities attached to or within buildings shall be subject to the same building setbacks as the buildings. The proposed refuse facility is identified under the building with the same 0-foot setback as the building, requiring a variance.

§27-820.F - Refuse facilities detached from buildings shall be subject to the setback of 10 feet from all property lines. The proposed refuse facility is identified under the building. The applicant will need to provide additional information on the request for a variance for a refuse facility detached from the building.

§27-1404.4.A - In the LI district, shade trees shall be provided along all public streets. The Residential Overlay District section §27-1904-B.2 has more stringent requirements for trees along the street frontage; however the applicant is seeking partial relief from this section. A variance would be required if the Zoning Hearing Board does not find the proposed trees along the frontage satisfactory.

§27-1404.4.B - In the LI district, the area within the front yard setback shall contain shade trees and ornamental plantings when the property adjoins or faces a residential use or district. The applicants request for reduced building and parking setbacks does not allow room for the required plantings, requiring a variance.

§27-1404.4.C - In the LI district, a screen buffer of evergreens and/or an opaque fence, six feet in height, shall be required whenever a side yard or rear yard adjoins a residential use. The applicants request for reduced building and parking setbacks does not allow room for the required plantings, requiring a variance.

§27-1102 - Permitted uses in the BR-2 zoning district. Multifamily housing is not a permitted use in the BR-2 zoning district. The northwest corner of the property is located in the BR-2 and the applicant is proposing a portion of the multifamily building with ground floor parking in the BR-2 district, requiring a use variance.

§27-1105 - Permitted use dimensional standards in the BR-2 zoning district. The northwest corner of the property is located in the BR-2 and the applicant is proposing a portion of the multifamily building with ground floor parking in the BR-2 district that would not meet the dimensional standards of the BR-2 district, requiring a use variance.

**AMENDED REQUESTED RELIEF**

The applicant respectfully requests relief from the following sections of the Borough of Conshohocken Ordinance:

- 27-1714.1.A In order to alter an existing building and construct a new building in the 100-year flood plain.
- 27-1903-B.2 To exceed the allowable maximum permitted dwelling unit density of 33 units per acre.
- 27-1903-B.3.A-C To provide relief from the district's front, side, and rear yard setback standards.
- 27-1903-B.4 To exceed the allowable maximum building coverage of 40%.
- 27-1903-B.6 To allow the proposed parking setback to be less than the minimum 10' setback from property lines.
- 27-1903.B.9 To allow for the parking to be located under the building rather than the rear yard of the parcel.
- 27-1903.B.12 To develop a parcel that does not comply with the minimum tract area for the district.
- 27-1904-B.1-5 To provide partial relief from the screening, buffering, and street tree regulations of the ordinance.
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27-1105

To permit relief from the dimensional standards of the BR-2 Borough Residential District Two

27-1102

If necessary, to permit the proposed multi-family building (the ordinance allows attached dwellings).

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



RILEY RIPER HOLLIN & COLAGRECO  
ATTORNEYS AT LAW

February 17, 2021

Eric Johnson, Zoning Officer  
Borough of Conshohocken  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428  
zoning@conshohockenpa.gov

**Re: Craft Custom Homes, LLC**

Dear Eric:

This is to confirm that Craft Custom Homes, LLC, agrees to an extension of time with respect to the pending Zoning Hearing Board Application to permit the hearing to be held on May 17, 2021. As you know, the Applicant will be submitting a Conditional Use Application which will be heard prior to the hearing before the Zoning Hearing Board on the variance requests. The Applicant agrees to waive the applicable time requirements as set forth in the Pennsylvania Municipalities Planning Code to permit this extension of time.

Also, in accordance with your recent review dated February 10, 2021, the Applicant is amending the pending Zoning Hearing Board Application as follows:

1. The Applicant is removing the variance request from § 27-1903.B.11 with respect to maximum permitted building height (and will be pursuing the height increase as part of the Conditional Use Application).
2. The Applicant is adding a variance request from §27-1105 to permit relief from the Conditional Use dimensional standards of the BR-2 Borough Residential District 2.
3. The Applicant is adding a variance request from §27-1102 (permitted was in the BR-2) to permit the proposed multi-family building (the ordinance allows attached dwellings).

I have updated the narrative of requested relief setting forth the relief requested as part of the pending Zoning Hearing Board Application and am enclosing a copy of the amended relief requested.

Thank you for your attention to this matter. We look forward to continuing to work with the Borough throughout this process.

Very truly yours,

*Debra A. Shulski*

DEBRA A. SHULSKI

DAS/mrm

Eric Johnson, Zoning Officer  
Borough of Conshohocken  
February 17, 2021  
Page 2 of 2

Enclosures

cc: Stephanie Cecco (via e-mail)  
Brittnay Rogers (via e-mail)  
Ryan Alexaki (via e-mail)  
Nicholas L. Vastardis, P.E. (via e-mail)

**AMENDED REQUESTED RELIEF**

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- 27-1903-B.6 To allow the proposed parking setback to be less than the minimum 10' setback from property lines.
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- 27-1105 To permit relief from the dimensional standards of the BR-2 Borough Residential District Two
  
- 27-1102 If necessary, to permit the proposed multi-family building (the ordinance allows attached dwellings).

DEBRA A. SHULSKI  
[debbie@rrhc.com](mailto:debbie@rrhc.com)  
extension: 210



October 13, 2020

*via email & overnight mail*

Eric Johnson, Zoning Officer  
Borough of Conshohocken  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428

**Re: Zoning Hearing Board Application for Property at 261 and 263 Elm Street**

Dear Eric:

Enclosed for filing on behalf of Craft Custom Homes, LLC, please find a Zoning Hearing Board Application with respect to property located at 261 and 263 Elm Street and further identified as Tax Parcels Nos: 05-00-02200-009 & 05-00-02196-004 in Conshohocken Borough ("Property"). The Property is approximately one-half an acre in size and is situated in the LI and BR-2 Zoning Districts and within the Residential Overlay District.

The Property is the location of the original Conshohocken Train Station and contains an existing building currently occupied by several commercial businesses. The Applicant is proposing a redevelopment consisting of the demolition and rebuild for purposes of constructing 21 multi-family residential units and associated parking and improvements. The redevelopment will result in more parking than currently exists on the Property and result in a net reduction in the impervious coverage (under the existing conditions, the site is almost entirely all impervious coverage).

Enclosed as part of this submission are three (3) copies of the following documents (unless otherwise noted):

1. Zoning Hearing Board Application form and attached List of Requested Relief;
2. Zoning Hearing Exhibit Plan prepared by Vastardis Consulting Engineers, LLC;
3. Existing Conditions Plan prepared by Vastardis Consulting Engineers, LLC;
4. Conceptual Landscape Plan prepared by Vastardis Consulting Engineers, LLC;
5. Exhibit package including proposed elevations, floor plans and before and after renderings;

Brittany Rogers, *Executive Assistant to the Borough Manager*  
Borough of Conshohocken  
October 12, 2020

6. Trip Generation Analysis prepared by Andy Heinrich, P.E, PTOE dated July 16, 2020;
7. Parking Assessment Analysis prepared by Andy Heinrich, P.E, PTOE dated August 31, 2020;
8. Existing Parking Plan;
9. One (1) copy of the Agreement of Sale (redacted based on proprietary information); and
10. Check made payable to Conshohocken Borough in the amount of \$1,500.00 representing the Application fee is being submitted under separate cover.

Please note that three (3) full size sets of the Zoning Hearing Board Plan and Existing Conditions Plan is being submitted to you under separate cover.

Kindy place this Application on the next available Zoning Hearing Board Agenda which I understand is November 16, 2020. Also, kindly advise as to the meeting when it will be reviewed by Borough Council. It is my understanding that the Borough handles all applicable notice requirements including individual notice, publication of the hearing notice and posting of the property. If this is not the case, however, please advise at your earliest convenience.

Thank you for your attention to this matter. If you have any questions or require additional information, please feel free to give me a call.

Very truly yours,



DEBRA A. SHULSKI

DAS/mrm

Enclosures

cc: Ryan Alexaki (*via e-mail w/enclosures*)  
Jesse Last (*via e-mail w/enclosures*)  
Nicholas L. Vastardis, P.E. (*via e-mail w/enclosures*)



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

## Zoning Application

Application: Z-2000-1A  
Date Submitted: 10-14-20  
Date Received: 10-14-20

1. Application is hereby made for:

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

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

See attached Narrative of Requested Relief.

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

261 & 263 Elm Street

4. Applicant's Name: Craft Custom Homes, LLC

Address: 231 Redwood Road, King of Prussia, PA 19406

Phone Number (daytime): 610-945-7860

E-mail Address: ryan@builtbycraft.com

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

6. Property Owner: John Stanley, Joseph Stanley & John Stanley, Jr.

Address: 2247 Fox Run Road, King of Prussia, PA 19406

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

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

7. Lot Dimensions: See enclosed plans. Zoning District: LI & BR-2, Residential Overlay

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

Yes  No  If yes, please describe.

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

The Property is the location of the original Conshohocken Train Station and contains an existing building currently occupied by several commercial uses/businesses (including a fitness center, locksmith and offices). There are 23 existing parking spaces. Currently the site is almost entirely all impervious surfaces with no stormwater management or landscaping.

10. Please describe the proposed use of the property.

Applicant intends to redevelop the Property for 21 multi-family residential units and associated parking and other improvements as more fully shown on the enclosed Zoning Hearing Exhibit Plan.

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

The proposal involves a redevelopment whereby the existing building proposed to be demolished and a new building constructed for multi-family use consisting of a 21-unit, 4-story residential building with a roof deck and parking beneath the building. The proposed improvements would reduce the existing impervious coverage which is currently almost 100%. Stormwater management and landscaping are also proposed whereas none currently existing on the site. See attached Zoning Hearing Exhibit Plan and Architect renderings enclosed herewith.

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

The Applicant is redeveloping an existing site which contains a number of non-conformities many of which are being reduced by the proposal. Most of the relief would be required for virtually any redevelopment of the property. Evidence and testimony will be presented at the time of the hearing in support of the requested relief.

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

a. The unique characteristics of the property: The property is bisected by two zoning districts, contains a number of non-conformities, (including the lot size), and contains existing conditions including access points which makes redevelopment challenging.

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

Given the existing site constraints and non-conformities, virtually any redevelopment will need similar relief.

c. How the proposal is consistent with the character of the surrounding neighborhood. The proposal will be improving the site from the existing conditions including providing stormwater management, landscaping and more parking. The proposed use generate less traffic than the existing use. See enclosed Trip Generation Letter.

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

Applicant is proposing substantial improvements to upgrade the existing conditions of the site. The number of units is necessary to justify the extraordinary costs associated with the redevelopment and improving the property to a more appropriate use.

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: Debra A. Shulski, Esquire

b. Address: 717 Constitution Drive, Suite 201, Exton, PA 19341

c. Phone Number: 610-458-4400 x 210

d. E-mail Address: debbie@rrhc.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.

Debra A. Shulski  
Applicant Debra A. Shulski, Esquire, Attorney for Applicant

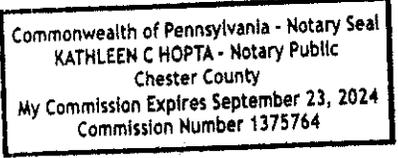
Authorized pursuant to Agreement of Sale  
Legal Owner

10-13-20  
Date

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 13<sup>th</sup> day of  
October, 2020.

Kathleen C. Hopta  
Notary Public

(Seal) 



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

## Decision

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(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

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

## REQUESTED RELIEF

The applicant respectfully requests relief from the following sections of the Borough of Conshohocken Ordinance:

- 27-1714.1.A In order to alter an existing building and construct a new building in the 100-year flood plain.
- 27-1903-B.2 To exceed the allowable maximum permitted dwelling unit density of 33 units per acre.
- 27-1903-B.3.A-C To provide relief from the district's front, side, and rear yard setback standards.
- 27-1903-B.4 To exceed the allowable maximum building coverage of 40%.
- 27-1903-B.6 To allow the proposed parking setback to be less than the minimum 10' setback from property lines.
- 27-1903.B.9 To allow for the parking to be located under the building rather than the rear yard of the parcel.
- 27-1903.B.11 To allow the building height to exceed the permitted 35-foot height.
- 27-1903.B.12 To develop a parcel that does not comply with the minimum tract area for the district.
- 27-1904-B.1-5 To provide partial relief from the screening, buffering, and street tree regulations of the ordinance.
- 27-2007.F.1-3 To provide relief from the required buffer strip.
- 27-2007.H. To provide relief from the required curbed planting strips.
- 27-2007.J. To provide relief from the requirement of providing shade trees within parking areas.
- 27-820.C-F. To provide relief from the large truck collection access and setback requirements as listed in the ordinance.
- 27-1404.4.A-C. To provide partial relief from the requirements of shade trees along public streets, landscaping of the front yards adjoining residential districts, side and/or rear yard buffers when adjoining residential districts.



**SITE PLAN:**

SCALE: 1" = 20'



TOTAL BUILDING AREA=15,084 S.F.

RETAIL STORES	6,735 S.F.	45 SPACES
1 SPACE PER 150 S.F.		
BUSINESS	4,704 S.F.	19 SPACES
1 SPACE PER 250 S.F.		
INDOOR SPORTS FACILITY	2,641 S.F.	53 SPACES
1 SPACE PER 50 S.F.		
	<u>TOTAL</u>	<u>117 SPACES</u>

**BEFORE BOROUGH OF CONSHOHOCKEN  
ZONING HEARING BOARD**

**CRAFT CUSTOM HOMES, LLC**

**Hearing Date: May 12, 2021**

**APPLICANT'S EXHIBITS**

- A-1 Zoning Hearing Board Application submitted by correspondence dated October 13, 2020
- A-2 Amended Variances Request by correspondence dated February 17, 2021
- A-3 Property Deed
- A-4 Redacted Agreement of Sale
- A-5 Existing Conditions Plan
- A-6 Zoning Plan
- A-7 Landscape and Lighting Plan
- A-8 Proposed Latest Building Elevation Plans
- A-9 Exhibit package including proposed elevations, floor plans and before and after renderings
- A-10 CV of Nicholas L. Vastardis, P.E.
- A-11 CV of Melissa Duyar, P.E., CFM
- A-12 CV of Andreas Heinrich, P.E., PTOE
- A-13 Flood Study prepared by Kimley Horn dated March 18, 2021
- A-14 Trip Generation Analysis prepared by Andy Heinrich, P.E, PTOE dated July 16, 2020
- A-15 Parking Assessment Analysis prepared by Andy Heinrich, P.E, PTOE dated August 31, 2020

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



October 13, 2020

*via email & overnight mail*

Eric Johnson, Zoning Officer  
Borough of Conshohocken  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428

**Re: Zoning Hearing Board Application for Property at 261 and 263 Elm Street**

Dear Eric:

Enclosed for filing on behalf of Craft Custom Homes, LLC, please find a Zoning Hearing Board Application with respect to property located at 261 and 263 Elm Street and further identified as Tax Parcels Nos: 05-00-02200-009 & 05-00-02196-004 in Conshohocken Borough ("Property"). The Property is approximately one-half an acre in size and is situated in the LI and BR-2 Zoning Districts and within the Residential Overlay District.

The Property is the location of the original Conshohocken Train Station and contains an existing building currently occupied by several commercial businesses. The Applicant is proposing a redevelopment consisting of the demolition and rebuild for purposes of constructing 21 multi-family residential units and associated parking and improvements. The redevelopment will result in more parking than currently exists on the Property and result in a net reduction in the impervious coverage (under the existing conditions, the site is almost entirely all impervious coverage).

Enclosed as part of this submission are three (3) copies of the following documents (unless otherwise noted):

1. Zoning Hearing Board Application form and attached List of Requested Relief;
2. Zoning Hearing Exhibit Plan prepared by Vastardis Consulting Engineers, LLC;
3. Existing Conditions Plan prepared by Vastardis Consulting Engineers, LLC;
4. Conceptual Landscape Plan prepared by Vastardis Consulting Engineers, LLC;
5. Exhibit package including proposed elevations, floor plans and before and after renderings;

Brittany Rogers, *Executive Assistant to the Borough Manager*  
Borough of Conshohocken  
October 12, 2020

6. Trip Generation Analysis prepared by Andy Heinrich, P.E, PTOE dated July 16, 2020;
7. Parking Assessment Analysis prepared by Andy Heinrich, P.E, PTOE dated August 31, 2020;
8. Existing Parking Plan;
9. One (1) copy of the Agreement of Sale (redacted based on proprietary information);  
and
10. Check made payable to Conshohocken Borough in the amount of \$1,500.00 representing the Application fee is being submitted under separate cover.

Please note that three (3) full size sets of the Zoning Hearing Board Plan and Existing Conditions Plan is being submitted to you under separate cover.

Kindy place this Application on the next available Zoning Hearing Board Agenda which I understand is November 16, 2020. Also, kindly advise as to the meeting when it will be reviewed by Borough Council. It is my understanding that the Borough handles all applicable notice requirements including individual notice, publication of the hearing notice and posting of the property. If this is not the case, however, please advise at your earliest convenience.

Thank you for your attention to this matter. If you have any questions or require additional information, please feel free to give me a call.

Very truly yours,



DEBRA A. SHULSKI

DAS/mrm

Enclosures

cc: Ryan Alexaki (*via e-mail w/enclosures*)  
Jesse Last (*via e-mail w/enclosures*)  
Nicholas L. Vastardis, P.E. (*via e-mail w/enclosures*)



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

## Zoning Application

Application: \_\_\_\_\_  
Date Submitted: \_\_\_\_\_  
Date Received: \_\_\_\_\_

1. Application is hereby made for:

Special Exception       Variance

Appeal of the decision of the zoning officer

Conditional Use approval       Interpretation of the Zoning Ordinance

Other \_\_\_\_\_

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

See attached Narrative of Requested Relief.

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

261 & 263 Elm Street

4. Applicant's Name: Craft Custom Homes, LLC

Address: 231 Redwood Road, King of Prussia, PA 19406

Phone Number (daytime): 610-945-7860

E-mail Address: ryan@builtbycraft.com

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

6. Property Owner: John Stanley, Joseph Stanley & John Stanley, Jr.

Address: 2247 Fox Run Road, King of Prussia, PA 19406

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

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

7. Lot Dimensions: See enclosed plans. Zoning District: LI & BR-2, Residential Overlay

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

Yes  No  If yes, please describe.

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

The Property is the location of the original Conshohocken Train Station and contains an existing building currently occupied by several commercial uses/businesses (including a fitness center, locksmith and offices). There are 23 existing parking spaces. Currently the site is almost entirely all impervious surfaces with no stormwater management or landscaping.

10. Please describe the proposed use of the property.

Applicant intends to redevelop the Property for 21 multi-family residential units and associated parking and other improvements as more fully shown on the enclosed Zoning Hearing Exhibit Plan.

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

The proposal involves a redevelopment whereby the existing building proposed to be demolished and a new building constructed for multi-family use consisting of a 21-unit, 4-story residential building with a roof deck and parking beneath the building. The proposed improvements would reduce the existing impervious coverage which is currently almost 100%. Stormwater management and landscaping are also proposed whereas none currently existing on the site. See attached Zoning Hearing Exhibit Plan and Architect renderings enclosed herewith.

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

The Applicant is redeveloping an existing site which contains a number of non-conformities many of which are being reduced by the proposal. Most of the relief would be required for virtually any redevelopment of the property. Evidence and testimony will be presented at the time of the hearing in support of the requested relief.

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

a. The unique characteristics of the property: The property is bisected by two zoning districts, contains a number of non-conformities, (including the lot size), and contains existing conditions including access points which makes redevelopment challenging.

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

Given the existing site constraints and non-conformities, virtually any redevelopment will need similar relief.

c. How the proposal is consistent with the character of the surrounding neighborhood. The proposal will be improving the site from the existing conditions including providing stormwater management, landscaping and more parking. The proposed use generate less traffic than the existing use. See enclosed Trip Generation Letter.

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

Applicant is proposing substantial improvements to upgrade the existing conditions of the site. The number of units is necessary to justify the extraordinary costs associated with the redevelopment and improving the property to a more appropriate use.

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: Debra A. Shulski, Esquire

b. Address: 717 Constitution Drive, Suite 201, Exton, PA 19341

c. Phone Number: 610-458-4400 x 210

d. E-mail Address: debbie@rrhc.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.

Debra A. Shulski  
Applicant Debra A. Shulski, Esquire, Attorney for Applicant

Authorized pursuant to Agreement of Sale  
Legal Owner

10-13-20  
Date

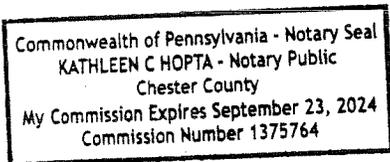
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 13<sup>th</sup> day of October, 2020.

Kathleen C. Hopta  
Notary Public

(Seal)





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

## Decision

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(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

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

## REQUESTED RELIEF

The applicant respectfully requests relief from the following sections of the Borough of Conshohocken Ordinance:

- 27-1714.1.A In order to alter an existing building and construct a new building in the 100-year flood plain.
- 27-1903-B.2 To exceed the allowable maximum permitted dwelling unit density of 33 units per acre.
- 27-1903-B.3.A-C To provide relief from the district's front, side, and rear yard setback standards.
- 27-1903-B.4 To exceed the allowable maximum building coverage of 40%.
- 27-1903-B.6 To allow the proposed parking setback to be less than the minimum 10' setback from property lines.
- 27-1903.B.9 To allow for the parking to be located under the building rather than the rear yard of the parcel.
- 27-1903.B.11 To allow the building height to exceed the permitted 35-foot height.
- 27-1903.B.12 To develop a parcel that does not comply with the minimum tract area for the district.
- 27-1904-B.1-5 To provide partial relief from the screening, buffering, and street tree regulations of the ordinance.
- 27-2007.F.1-3 To provide relief from the required buffer strip.
- 27-2007.H. To provide relief from the required curbed planting strips.
- 27-2007.J. To provide relief from the requirement of providing shade trees within parking areas.
- 27-820.C-F. To provide relief from the large truck collection access and setback requirements as listed in the ordinance.
- 27-1404.4.A-C. To provide partial relief from the requirements of shade trees along public streets, landscaping of the front yards adjoining residential districts, side and/or rear yard buffers when adjoining residential districts.

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



RILEY RIPER HOLLIN & COLAGRECO  
ATTORNEYS AT LAW

February 17, 2021

Eric Johnson, Zoning Officer  
Borough of Conshohocken  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428  
zoning@conshohockenpa.gov

**Re: Craft Custom Homes, LLC**

Dear Eric:

This is to confirm that Craft Custom Homes, LLC, agrees to an extension of time with respect to the pending Zoning Hearing Board Application to permit the hearing to be held on May 17, 2021. As you know, the Applicant will be submitting a Conditional Use Application which will be heard prior to the hearing before the Zoning Hearing Board on the variance requests. The Applicant agrees to waive the applicable time requirements as set forth in the Pennsylvania Municipalities Planning Code to permit this extension of time.

Also, in accordance with your recent review dated February 10, 2021, the Applicant is amending the pending Zoning Hearing Board Application as follows:

1. The Applicant is removing the variance request from § 27-1903.B.11 with respect to maximum permitted building height (and will be pursuing the height increase as part of the Conditional Use Application).
2. The Applicant is adding a variance request from §27-1105 to permit relief from the Conditional Use dimensional standards of the BR-2 Borough Residential District 2.
3. The Applicant is adding a variance request from §27-1102 (permitted was in the BR-2) to permit the proposed multi-family building (the ordinance allows attached dwellings).

I have updated the narrative of requested relief setting forth the relief requested as part of the pending Zoning Hearing Board Application and am enclosing a copy of the amended relief requested.

Thank you for your attention to this matter. We look forward to continuing to work with the Borough throughout this process.

Very truly yours,

*Debra A. Shulski*

DEBRA A. SHULSKI

DAS/mrm

Eric Johnson, Zoning Officer  
Borough of Conshohocken  
February 17, 2021  
Page 2 of 2

Enclosures

cc: Stephanie Cecco (via e-mail)  
Brittnay Rogers (via e-mail)  
Ryan Alexaki (via e-mail)  
Nicholas L. Vastardis, P.E. (via e-mail)

**AMENDED REQUESTED RELIEF**

The applicant respectfully requests relief from the following sections of the Borough of Conshohocken Ordinance:

- 27-1714.1.A In order to alter an existing building and construct a new building in the 100-year flood plain.
- 27-1903-B.2 To exceed the allowable maximum permitted dwelling unit density of 33 units per acre.
- 27-1903-B.3.A-C To provide relief from the district's front, side, and rear yard setback standards.
- 27-1903-B.4 To exceed the allowable maximum building coverage of 40%.
- 27-1903-B.6 To allow the proposed parking setback to be less than the minimum 10' setback from property lines.
- 27-1903.B.9 To allow for the parking to be located under the building rather than the rear yard of the parcel.
- 27-1903.B.12 To develop a parcel that does not comply with the minimum tract area for the district.
- 27-1904-B.1-5 To provide partial relief from the screening, buffering, and street tree regulations of the ordinance.
- 27-2007.F.1-3 To provide relief from the required buffer strip.
- 27-2007.H. To provide relief from the required curbed planting strips.
- 27-2007.J. To provide relief from the requirement of providing shade trees within parking areas.
- 27-820.C-F. To provide relief from the large truck collection access and setback requirements as listed in the ordinance.
- 27-1404.4.A-C. To provide partial relief from the requirements of shade trees along public streets, landscaping of the front yards adjoining residential districts, side and/or rear yard buffers when adjoining residential districts.

- 27-1105 To permit relief from the dimensional standards of the BR-2 Borough Residential District Two
- 27-1102 If necessary, to permit the proposed multi-family building (the ordinance allows attached dwellings).

**RECORDER OF DEEDS**  
MONTGOMERY COUNTY PENNSYLVANIA  
*Jeanne Sorg*

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

**I hereby certify that the following is a true and correct  
copy of the original document  
recorded in Montgomery County, PA**



*Jeanne Sorg*  
\_\_\_\_\_  
Jeanne Sorg, Recorder of Deeds



**This Indenture** Made this 7th day of October 19 99

**Between**

JOSEPH G. PROIETTO AND ANN T. PROIETTO, husband and wife

(hereinafter called the Grantor

JOHN J. STALEY, SR., JOSEPH F. STALEY and JOHN J. STALEY, JR.

(hereinafter called the Grantee

**Witnesseth**

That the said Grantor<sup>S</sup> for and in consideration of the sum of THREE HUNDRED AND SIXTY THOUSAND (\$360,000.00)-----DOLLARS lawful money of the United States of America, unto them well and truly paid by the said Grantee<sup>S</sup>, 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 & their heirs and assigns, as joint tenants with the right of survivorship.

99 OCT 18 PM 2:02

D233727MB

REALTY TRANS. TAX PAID
STATE 3600.00
LOCAL 3600.00
PER <i>OK</i>

ALL THAT CERTAIN lot or piece of grounds, SITUATE in Conshohocken Borough, Montgomery County, Pennsylvania, bounded and described according to a Land Subdivision Agreement made by John L. Dzedzy, Inc. dated January 22, 1983 and reviewed March 14, 1983, and recorded in Plan Book B-40 page 181, as follows, to wit:

BEGINNING at a point of intersection formed by the Westerly side of Poplar Street and the Southerly side of Elm Street (50 feet wide); thence extending from said point of beginning along the said Westerly side of Poplar Street South 6 degrees 55 minutes West 150.14 feet to a point a corner of lands now or late of Consolidated Rail Corp.; thence extending along the same North 83 degrees 23 minutes West crossing a certain 12 inch drain pipe 226.38 feet to a point in line of lands now or late of Fine Grinding Corp.; thence extending along the same North 6 degrees 37 minutes East 23.29 feet to a point a corner of Lot 1 as shown on the above mentioned plan; thence extending along the same the four following courses and distances: (1) South 83 degrees 23 minutes East 15 feet to a point; (2) North 6 degrees 37 minutes East 15 feet to a point; (3) South 83 degrees 23 minutes East crossing a certain 10 feet wide easement and recrossing the said 12 inch drain pipe therein 94.80 feet to a point and (4) North 6 degrees 37 minutes East 40.85 feet to a point; thence extending South 3 degrees 23 minutes East 25 feet to a point; thence extending North 6 degrees 55 minutes East 71 feet to a point on Southerly side of Elm Street; thence extending along the same South 83 degrees 23 minutes East 92 feet to the first mentioned point and place of beginning.

CONTAINING in area 19,755 square feet.

BEING LOT 2 as shown on the above mentioned Plan.

BEING ASSESSMENT PARCEL NUMBER 05-00-02200-00-9.

085292PG2391



PREMISES 'B'

ALL THAT CERTAIN lot or piece of land known as 261 E. Elm Street, Situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the South side of Elm Street, at the distance of 92 feet Westerly from Poplar Street; thence along said Elm Street, Westerly 31.7 feet to a stake, a corner of this and land conveyed to Henry C. Messinger; thence along said land Southerly, parallel with Poplar Street, 70 feet to the Northerly side of land conveyed to the Pennsylvania Schuylkill Valley Railroad Company; thence along said land Easterly 31.7 feet to a stake; thence Northerly parallel with Poplar Street, aforesaid; 70 feet to the place of beginning.

BEING Assessment Parcel Number 05-00-02196-00-4,  
05-00-02200-00-9

BEING, AS TO PREMISES A, PART OF, the same premises which William Armstrong, III and Anne O. Armstrong, his wife by Deed dated 1/8/1982 and recorded in Montgomery County, in Deed Book 4677 page 48 conveyed their undivided One-half interest conveyed unto Joseph G. Proietto, in fee.

ALSO BEING PART OF, the same premises which The Philadelphia National Bank, and Others Trustees under the Will of John J. D'Arcy, Deceased by Deed dated 1/8/1982 and recorded in Montgomery County, in Deed Book 4677 page 52, conveyed their undivided One-half interest conveyed unto Joseph G. Proietto, in fee.

BEING, AS TO PREMISES 'B' the same premises which Ann T. Proietto by Deed dated 12/17/1990 and recorded in Montgomery County, in Deed Book 4966 page 1253 conveyed unto Ann T. Proietto and Joseph G. Proietto, husband and wife, in fee.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
05-00-02200-00-9 CONSHOHOCKEN  
263 E ELM ST  
PROIETTO JOSEPH G  
B 018 U 015 L 3321 DATE: 10/08/99

CONSHOHOCKEN BORO 3600.00  
STATE STAMP 3600.00  
TOTAL 7200.00  
CHECK 3600.00  
CHECK 3600.00

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
05-00-02196-00-4 CONSHOHOCKEN  
261 E ELM ST  
PROIETTO ANN T & JOSEPH G  
B 018 U 007 L 2102 DATE: 10/08/99

ITEM 10-18-99<sup>2</sup> MON #1 CASH-10 0684 15:32TH

DB5292PG2392



**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 the said Grantor<sup>s</sup>, as well at law as in equity, of, in, and to the same.

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

**And** the said Grantors, their heirs and assigns do by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and Assigns, that they the said Grantors, their heirs 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 Grantees, their heirs and Assigns, against them the said Grantors, and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under them or any of them, shall and will by these presents WARRANT and forever DEFEND.

OR

the said do covenant, promise and agree, to and with the said and assigns, by these presents, that the said has/have not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said Grantor<sup>s</sup> has/have caused these presents to be duly executed dated the day and year first above written.

Scaled and Delivered  
IN THE PRESENCE OF US:

Mari Gato

Joseph G. Proietto  
JOSEPH G. PROIETTO  
Ann T. Proietto  
Ann T. Proietto

(SPECIAL WARRANTY)

(TRUSTEES' WARRANTY)

DB5292PG2393



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Montgomery )SS.

On this, the 7th day of October, A.D. 19 , before me,  
the undersigned officer, personally appeared Joseph G. Proietto and Ann T. Proietto, husband \*\*  
known to me (or satisfactorily proven) to be the persons whose name s is (are) subscribed to the within  
instrument, and acknowledged that t he y executed the same for the purposes therein contained.  
In witness wherof, I hereunto set my hand and official seal.

\*\* and wife

*Marielle M. Gates*

Notary Public

My Commission Expires:

NOTARIAL SEAL  
MARIELLE M. GATES, Notary Public  
Whitemarsh Twp., Montgomery County  
My Commission Expires Dec. 12, 2000

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF )SS.

On this, the day of , A.D. 19 , before me,  
the undersigned officer, personally appeared who acknowledged  
himself (herself) to be the of  
a corporation and that he as such  
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the  
corporation by himself (herself) as  
In witness wherof, I hereunto set my hand and official seal.

D233-727MB  
City Suburban Abstract Co.  
Plymouth Corp. Ctr., Bldg. C  
625 Ridge Pike, Ste. 103  
Conshohocken, PA 19428

**DEED**

Joseph G. Proietto and  
Ann T. Proietto, husband  
and wife

To:

John J. Staley, Sr. Joseph  
F. Staley, and My Commission Expires:  
John J. Staley, Jr.  
Premises:  
261-263 E. Elm Street  
Conshohocken Borough  
Montgomery County  
Pennsylvania



*Maryanne Beckenbach*

DB5292PG2394

APPROVED  
Borough of Conshohocken  
Date: 10/7/99 MB

The address of the above-named Grantee  
is *Bill Fayette St*  
*Conshohocken PA 19428*  
On behalf of the Grantee

CLT-2886



## AGREEMENT OF SALE

THIS AGREEMENT is made and entered as of the Effective Date, by and between John J. Staley, Sr., Joseph F. Staley & John J. Staley, Jr. (collectively, "Seller"), and Craft Custom Homes LLC, Buyer or its assignee or nominee ("Purchaser").

### BACKGROUND

Seller is the owner of a parcel of land located at 261 & 263 E Elm St, Conshohocken 19428, Montgomery County, Pennsylvania. Seller now desires to sell the land, and Purchaser desires to purchase the land, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and provisions contained herein and other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the following: that certain tract or piece of land containing approximately .56 acres, more or less, and the improvements (if any) erected thereon, known as Parcel # 05-00-02200-009 & 05-00-02196-004 Borough Of Conshohocken, Montgomery County, Pennsylvania, together with (a) all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the land, (b) all right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front or abutting or adjoining the land, and (c) all application materials, proposed and approved parcel plans, the right to use all preliminary, final, recorded and architectural plans and working drawings, all development agreements and any court ordered stipulation agreements, all engineering reports, surveys, plans, soils reports, environmental inspections and reports, hazardous waste studies or reports, grading plans, street and storm drain, sewer, water, landscape and irrigation plans, utility company will serve letters, feasibility studies (both physical and economic) relating to the development of the property, documents, studies and statements, and all agreements with consultants who performed work with respect to the development of the land (collectively, "Premises"). All existing Structures are included in the Purchase Price.

2.

3. Investigation. Purchaser, at Purchaser's expense, shall have a period of ninety (90) days from the Effective Date (the "*Investigation Period*") in which to satisfy itself as to the condition of the Premises including, but not limited to, environmental conditions, soil conditions, wetlands, floodplains, the proximity and availability of utility services, suitability for Purchaser's intended use, the status and content of any development approvals, any conditions thereof, zoning and to inspect, survey, measure, take test borings or soil samples or appraise the Premises. Purchaser, and Purchaser's agents, employees and representatives, shall have the right to enter upon the Premises at all reasonable times between the Effective Date and Closing to conduct any and all of such tests in connection therewith as it deems reasonably necessary, provided the Premises is returned to substantially the same condition as existed prior to entry by Purchaser or Purchaser's agents, employees and representatives. Purchaser shall have the right to perform Phase I and Phase II environmental site assessment testing at the Premises and if, in Purchaser's sole discretion, based on the advice of Purchaser's environmental consultant, a Phase II environmental site assessment is warranted, the Investigation Period shall be automatically extended for an additional period of thirty (30) days. Purchaser shall notify Seller in writing that Purchaser intends to perform a Phase II environmental site assessment and provide Seller with the new expiration date for the Investigation Period.

Purchaser further agrees to indemnify and save Seller harmless from all claims asserted against Seller as a result of injury or damage caused by Purchaser's activities upon the Premises. Purchaser's obligation to indemnify and save Seller harmless shall survive Closing or earlier termination of this Agreement.

Prior to entry upon the Premises, Purchaser shall provide Seller with reasonable proof of liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, covering Purchaser's activities on the Premises and naming Seller as an additional insured.

Purchaser shall have the right to terminate this Agreement at any time during the Investigation Period for any reason and for no reason, in its sole discretion, by delivery of written notice of such termination to the Seller prior to the expiration of the Investigation Period.

In the event the Purchaser shall fail to give such timely notice of termination then the Purchaser shall be deemed to have waived this condition, and this Agreement shall remain in full force and effect (subject, nevertheless, to all other conditions and contingencies set forth herein). In the event that the Purchaser shall terminate this Agreement pursuant to this paragraph 3, this Agreement shall be null and void, the Deposit shall be promptly returned to Purchaser, and the parties hereto shall be released from any and all further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement).

4. Condition of Title.

(a) Title to the Premises shall be good and marketable, and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections except for the

“Permitted Encumbrances” (as hereafter defined). In addition, such title shall be insurable under an ALTA Owner’s Policy, Form B, Amended 1992, as aforesaid by any reputable title insurance company at regular rates. Seller, at Seller’s expense, shall take all necessary steps required by Purchaser’s title insurance company to permit the issuance to Purchaser without additional premium of a title insurance policy without exceptions for mechanics liens or bulk sales clearances, and Seller shall be solely liable for any roll-back taxes payable at Closing pursuant to the Pennsylvania Farmland and Forest Land Assessment Act of 1974, 16 P.S. §11941 (“Act 319”), or any similar statute or regulation requiring the payment of accrued or deferred taxes upon any change in use.

(b) Purchaser shall order a commitment to insure title (“Commitment”) for the Premises prior to the expiration of the Investigation Period, and shall send Seller a copy of the Commitment within five (5) business days following Purchaser’s receipt of the Commitment with copies of all exceptions, together with a list of all title objections and exceptions disclosed in the Commitment which interfere with Purchaser’s proposed development and use of the Premises and are not acceptable to Purchaser (“Purchaser’s Title Objections”); all other title exceptions shown on the Commitment and not identified as unacceptable by Purchaser are herein referred to as the (“Permitted Encumbrances”). Seller shall have five (5) days following the date of receipt of Purchaser’s Title Objections to notify Purchaser of Seller’s unwillingness or inability to deliver title free and clear of Purchaser’s Title Objections, in which event Purchaser shall have the option, by notice to Seller within ten (10) business days after receipt of Seller’s notification, to either accept such title to the Premises as Seller can provide (other than monetary liens of an ascertainable amount, which shall be paid by Seller at Closing from the Purchase Price) or to terminate this Agreement and have the Deposit returned to Purchaser within five (5) business days of Purchaser’s notice and neither party shall have any obligations to the other. Failure by Seller to notify Purchaser of Seller’s inability or unwillingness to deliver title subject only to the Permitted Encumbrances within such 5-day period shall constitute Seller’s agreement to deliver title at Closing subject only to the Permitted Encumbrances and free and clear of Purchaser’s Title Objections.

(c) Without Purchaser’s prior written consent, Seller shall take no action after the Effective Date hereof to voluntarily subject the Premises to any additional title exceptions not disclosed on the Commitment.

(d) Purchaser shall have the right, in Purchaser’s discretion, to have a survey of the Premises prepared (or, if Seller has an existing survey in Seller’s possession, to have Seller’s survey revised and updated), at Purchaser’s expense, prior to the expiration of the Due Diligence Period (as hereinafter defined). If Purchaser elects to obtain such a survey and the survey reveals any exceptions to title not disclosed by the Commitment, Purchaser shall forward a copy of the survey and a list of such additional title objections and exceptions (“Purchaser’s Additional Title Objections”) to Seller prior to the end of the Due Diligence Period (as hereinafter defined), and Seller shall have five (5) days following receipt of the survey and Purchaser’s Additional Title Objections to notify Purchaser of Seller’s unwillingness or inability to deliver title free and clear of Purchaser’s Additional Title Objections, in which event Purchaser shall have the option, by notice to Seller within ten (10) business days after receipt of Seller’s notification, to either accept such title to the Premises as Seller can provide (other than monetary liens of an ascertainable amount, which shall be paid by Seller at Closing from the Purchase Price) or to terminate this Agreement and have the Deposit returned to Purchaser within five (5) business days of Purchaser’s notice and neither party shall have any obligations to the other.

5. Representations and Warranties of Seller. Seller, to induce Purchaser to enter into this Agreement and to purchase the Premises, represents and warrants to Purchaser as follows:

(a) Authority; Consent; Conflicts. Seller has full capacity to execute, deliver and comply with this Agreement and any other document or instrument relating thereto or the transactions contemplated hereby. No consent, approval or other authorization of or by any court, administrative agency or other governmental or quasi-governmental authority is required in connection with Seller's execution and delivery of or compliance with this Agreement. The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby and the compliance with the terms and conditions hereof will not conflict with, or result in a breach of any mortgage, lease, agreement or other instrument which will remain in effect at Closing, or any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority to which Seller is a party or by which it or its properties is bound.

(b) Regulatory Compliance. Seller has complied with all applicable federal, state and local laws, regulations and ordinances affecting the Premises, including, but not limited to, zoning and building codes. Seller has received no notice from any governmental authority of any violations of any federal, state or local law, regulation or ordinance affecting any portion of the Premises, which remains uncorrected. Prior to Closing Seller shall cure or resolve to Purchaser's reasonable satisfaction (if such violation can be cured or resolved by payment of money) any other violation of which Seller receives written notice prior to the Closing, or which results from any inspection of the Premises which occurs prior to Closing. The current zoning classification of the Premises is Limited Industrial (with a Residential Overlay).

(c) Litigation. There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened, and Seller as of the Effective Date shall not initiate any of the same, against or affecting the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises in any court or before or by any federal, state or local department, commission, board, bureau or agency or other governmental instrumentality.

(d) Public Improvements. No assessment for public improvements has been served upon the Seller with respect to the Premises which remains unpaid, including, but not limited to, those for construction of sewer, water, electric or gas lines and mains, streets, sidewalks and curbing. Seller shall be responsible for the assessments and charges that are imposed on Seller or the Premises up to and including the day of Closing. Seller knows of no public improvements, which have been ordered to be made, and/or which have not heretofore been completed, assessed and paid for.

(e) Condemnation. Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain with respect to the Premises, and to the best of Seller's knowledge no such proceedings are threatened.

(f) Environmental Disclosures. To the best of Seller's knowledge, the Premises has never been used for the disposal of refuse or waste, or for the generation, processing, manufacture, storage, handling, treatment or disposal of any hazardous or toxic waste, substance, petroleum product or material ("Hazardous Substance"). To the best of Seller's knowledge, no (i) asbestos-containing materials, or (ii) machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs), or (iii) storage tanks for gasoline or any other substance, or (iv) urea formaldehyde foam insulation, have been installed, used, stored, handled or located on the Premises. To the best of Seller's knowledge, no Hazardous Substance has been installed, used, stored, handled or located on the

Premises which, if found on the Premises or improperly disposed of off the Premises, would subject the owners or occupants of the Premises to damages, penalties, liabilities or an obligation to perform any work, cleanup, removal, repair, construction, alteration, demolition, renovation or installation on or in connection with the Premises ("Environmental Cleanup Work") in order to comply with any federal, state or local law, regulation, ordinance or order concerning the environmental state, condition or quality of the Premises ("Environmental Law") applicable to owners, operators or developers of real property. To the best of Seller's knowledge, no notice from any governmental body has ever been served upon Seller, its agents or employees, or, to the best of Seller's knowledge, any occupant or prior owner of the Premises, claiming any violation of any Environmental Law, or requiring or calling attention to the need for any Environmental Cleanup Work on or in connection with the Premises in order to comply with any Environmental Law. Neither Seller, its agents or employees, nor, to the best of Seller's knowledge, any occupant or prior owner of the Premises, has ever had any reason to believe that any violation notice or corrective work order was about to be issued with respect to the Premises. Seller shall indemnify, hold harmless, and at Purchaser's request, defend Purchaser against all damage, claim, liability, personal injury, loss or expense, including any attorneys' and professional fees, and any court costs and litigation expenses, in connection with or arising out of any misrepresentation by Seller under this subparagraph.

(g) Leases and Other Agreements. There are leases currently at the property. The Seller will not enter into a new lease or extend any lease, however the Seller may enter into a month to month lease with the current tenants with a 60 day notice to terminate. There are no other occupancy agreements (except current leases), licenses, agreements of sale, options or similar agreements of any kind affecting the Premises, and neither Seller nor, to the best of Seller's knowledge, any prior owner of the Premises has made any commitments, written or verbal, to any persons or entities in any way affecting the Premises or any aspect of the development thereof except as disclosed to Purchaser in writing prior to execution hereof. There are no management, service, equipment, supply, maintenance or concession agreements with respect to or affecting the Premises which will remain in effect after Closing. Seller agrees that as of the Effective Date Seller will not enter into any agreement financial or otherwise, or understanding with any governmental agency, municipality or authority or any person, persons, partnership, corporation, or other entity which may effect in any way the Premises, or proposed development of the Premises without the written consent of Purchaser. Purchaser agrees to assume the remaining term of the lease for "Fit Golf" residing at 2 Poplar Street, Conshohocken, PA 19428.

(h) Sewer and Water. The existing public sewer system shall be in good working condition and the public water shall be turned on at the time of Closing.

(i) Connection of Premises to Public Streets. The Premises has direct ingress and egress to public street(s).

6.



7. Closing. Closing (the "Closing") hereunder shall take place at the offices of Purchaser's title company, or at such other location as the parties hereto shall mutually agree upon, upon the earliest to occur of (i) 12 months from the Effective Date, unless extended by the parties pursuant to Subsection 6 (e) hereof or (ii) sixty (60) days after satisfaction of all of the Conditions set forth in Section 6, or (iii) such earlier date as may be specified by Purchaser to Seller with at least fifteen (15) days advance notice.

8. Operation of the Premises Prior to Closing. Between the date of the execution of this Agreement and Closing:

(a) Seller shall maintain the Premises and all portions thereof in the same condition as on the date hereof, and perform all routine or ordinary maintenance such as grass cutting, prohibiting dumping and weed control in areas where previously performed or as required by law. Seller shall maintain all systems including HVAC systems and appliances so as not to be in default of any of Seller's lease obligations and all said systems and appliances shall be in good working order at the time of Closing with regard to the "Fit Golf" Lease for property at 2 Poplar Street, Conshohocken, PA 19428.

(b) Seller shall deliver to Purchaser within five (5) days following the Effective Date any and all surveys, plans, studies, reports, permits, approvals, submissions, applications, and similar materials regarding the Premises in Seller's possession, and will authorize any contractors and consultants who have performed any work for Seller regarding the Premises to release materials regarding such work to Purchaser.

(c) As of the Effective Date no contract for or on behalf of or affecting the Premises shall be negotiated or entered into by Seller which cannot be terminated at or before Closing without charge, cost, penalty or premium or which would in any way increase the cost or difficulty of Purchaser's proposed development of the Premises, and no lease, occupancy agreement or understanding with any governmental agency, municipality, or authority or any person(s), partnership, corporation or other entity or similar agreement of any kind for all or any portion of the Premises which may effect in any way the proposed development of the Premises shall be executed without Purchaser's prior written consent.

9. Provisions with Respect to Closing. At Closing, Seller shall deliver or cause to be delivered to Purchaser the following:

(a) Deed. A special warranty deed for the Premises duly executed and acknowledged by Seller, and in form satisfactory to Purchaser's attorneys;

(b) FIRPTA Affidavit. An affidavit, in accordance with the Foreign Investment in Real Property Tax Act, stating that Seller is not a foreign person within the meaning of such Act and that Seller is not subject to the withholding requirements set forth in such Act;

(c) Title Company Affidavit. An affidavit to Purchaser's title insurance company of the type customarily provided by sellers of real property to induce title companies in the Philadelphia metropolitan area to insure over certain "standard" or "preprinted" exceptions to title.

(d) Certification Statement. If required by or reasonably available from the Township, certifications confirming the zoning classification of the Premises as set forth in Section 5(b) and that there are no notices of any uncorrected violations of the Township's ordinances.

(e) Assignment and Assumption of Lease with Fit Golf for 2 Poplar Street.

(f) Such other conveyance documents, certificates, deeds and other instruments as Purchaser, Seller or the Title Company may reasonably require to carry out the transaction contemplated by this Agreement and as are customary and like transactions in Montgomery County, Pennsylvania.

10. Taxes; Apportionments.

(a) Real estate taxes and any other lienable services shall be apportioned pro rata on a per diem basis as of the date of Closing.

(b) All realty transfer taxes imposed on any document executed or delivered pursuant hereto or otherwise in connection with this transaction shall be divided equally between Seller and Purchaser. Except as set forth in Section 4 hereof, Purchaser shall pay all title insurance premiums charged by Purchaser's title insurance company. Each party shall bear its own counsel fees. All other recording and closing costs of any nature or description shall be borne or apportioned in accordance with the custom and practice in Montgomery County Pennsylvania.

11. Fire, Eminent Domain, etc. If, prior to Closing, a fire or other casualty causes material damage to the Premises, the Seller shall notify the Purchaser of such fact in writing promptly after obtaining knowledge thereof, and the Purchaser shall have the right to terminate this Agreement by giving written notice thereof to the Seller within five (5) Business Days after receiving the Seller's written notice (and, if necessary, the Closing Date shall be extended as appropriate to permit the Purchaser the full five (5) day period within which to decide whether to terminate this Agreement). If the Purchaser elects to terminate this Agreement as aforesaid, the entire Deposit shall be paid to the Purchaser and this Agreement shall terminate and be of no further force and effect and neither party shall have any liability to the other hereunder except for the Surviving Obligations. If a fire or other casualty does not cause material damage to the Premises or if the Purchaser shall not elect to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and the Seller shall assign to the Purchaser at the Closing the rights of the Seller to the proceeds, if any, under the Seller's insurance policies covering the Premises with respect to such damage or destruction and Purchaser shall receive a credit against the Purchase Price at Closing for the lesser of (a) any applicable deductible amounts under such policies or (ii) the costs to repair such damage as reasonably estimated by the Seller and the Purchaser. For purposes of the foregoing, "material damage" shall be deemed to be damage which costs in excess of \$75,000 to repair or restore, as reasonably determined by the Seller and the Purchaser. If at any time prior to the date of Closing Seller is notified of any condemnation proceedings or other proceedings in the nature of eminent domain against any portion of the Premises, Seller shall, within three (3) days thereof, give written notice thereof to Purchaser. Purchaser shall have the right, by notice to Seller within fifteen (15) business days of receipt of such notice, at Purchaser's sole option, to terminate this Agreement, in which event the Deposit(s) shall be returned to Purchaser within five (5) business days of Purchaser's notice and this Agreement shall become null and void, and neither party shall have any further liabilities or obligations hereunder. If Purchaser does not terminate this Agreement, then (a) Purchaser shall have the right to participate in and approve the determination of any condemnation or eminent domain award, (b) any condemnation or eminent domain award with

respect to the Premises paid between the date of this Agreement and the Closing shall be paid or credited to Purchaser at time of Closing, and (c) all unpaid claims and rights in connection with losses shall be assigned to Purchaser at Closing without in any manner affecting the Purchase Price.

12. Brokers. Seller and Purchaser each warrants and represent to the other that each has had no dealings, negotiations or communications with any brokers or other intermediaries in connection with this Agreement or the sale of the Premises, other than Keller Williams Real Estate and Binnie Bianco to whom Seller has agreed to pay a Commission of 2.5% of the Purchase Price pursuant to a separate agreement. In the event that any claim is asserted by any other person, firm or corporation, whether broker or otherwise, claiming a commission and/or finder's fee with respect to the sale and purchase of the Premises resulting from any act, representation or promise of Seller, Seller shall indemnify and save harmless Purchaser from any such claim, and in the event any such claim shall be made against Seller resulting from any act, representation or promise of Purchaser with respect to such sale and purchase, Purchaser shall likewise indemnify and save harmless Seller from any such claim from any other Broker.

13. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be addressed as follows:

To Seller: John J Staley Sr, Joseph F Staley & John J Staley Jr.  
224 Fox Run Road  
King of Prussia, PA 19406

With a copy to: Frederic M. Wentz, Esquire  
McGrory Wentz, LLP  
Suite 207, 1250 Germantown Pike  
Plymouth Meeting, PA 19462

To Purchaser: Craft Custom Homes, LLC  
231 Redwood Road  
King of Prussia, PA 19406

With a copy to: Edward J. Hughes, Esquire  
Hughes, Kalkbrenner & Ozorowski, LLP  
Suite 205, 1250 Germantown Pike  
Plymouth Meeting, PA 19462

or at such other address of which Seller or Purchaser shall have given notice as herein provided. Notices by the parties may be given to and by their respective counsel. All such notices shall be given by overnight delivery service or by certified mail, return receipt requested, or by telecopy if followed by a copy served in accordance with one of the other permitted means. Such notices shall be deemed to have been given on the date received, if tele-copied, or the next business day following deposit of the notice with an overnight delivery service, or three days after mailing, if sent by certified mail.

14. Default; Provisions Regarding Deposit.

(a) In the event that Purchaser violates or fails to fulfill or perform any of the

terms and conditions of this Agreement required to be performed by Purchaser, which violation or failure is not cured within thirty (30) days following written notice from Seller, such violation or failure shall be deemed a Default hereunder, and Escrow Agent shall pay the Deposit to Seller as liquidated damages. Receipt of the Deposit shall be Seller's sole and exclusive remedy hereunder and this Agreement shall thereupon become null and void, and neither party shall have any further obligations hereunder.

(b) If the Seller shall have made any representation or warranty herein which shall be untrue or misleading in any material respect when made or if the Seller shall fail to perform any of the material covenants and agreements to perform by it at or prior to Closing, the Purchaser may as its sole and exclusive remedy, either (a) terminate this Agreement and receive a refund of the Deposit; or (b) pursue a suit for specific performance.

(c) Seller and Purchaser agree that Escrow Agent is acting as agent only and shall not be liable to either party for any act or omission except as the result of Escrow Agent's gross negligence or willful misconduct. Escrow Agent shall be entitled to rely upon any document reasonably believed by it to be genuine. In the event of any dispute between Purchaser and Seller regarding the Deposit, Escrow Agent shall be entitled to pay the Deposit into court and thereafter shall have no further liability or obligation hereunder.

(d) Escrow Agent shall place the Deposit in a federally insured non-interest bearing account.

15. Miscellaneous.

(a) The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

(b) This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. Seller agrees to execute at or prior to Settlement, a new Agreement of Sale with the ultimate Purchaser. In the event that Purchaser assigns this agreement to another entity, the Purchaser will notify the Seller within 30 days of settlement. Seller shall have the right to approve the assignee within 5 days of receiving all financial documentation provided by the Purchaser. If Seller does not approve of assignee based on financial viability, the Purchaser will notify the assignee and Seller will have the option of requiring original Purchaser to proceed with agreement or terminate the agreement. The new Agreement of Sale shall have the same terms and conditions as the Agreement of Sale herein.

(c) Possession is to be delivered by Seller to Purchaser at Closing. Formal tender of an executed deed and purchase money is hereby waived subject only to the remaining term of the Lease for Fit Golf at 2 Poplar Street, Conshohocken, PA 19428.

(d) This Agreement contains the entire agreement between Seller and Purchaser and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed or modified except in writing executed by the parties hereto.

(e) This Agreement shall be governed by and construed in accordance with

the laws of the Commonwealth of Pennsylvania.

(f) The representations, warranties and agreements of the parties contained herein shall survive the Closing.

(g) As used herein, the term "business day" means any day other than a Saturday, Sunday or legal holiday.

(h) All times referred to for the performance of any of the obligations of this Agreement is hereby agreed to be of the essence of this Agreement.

(i) This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter hereof. Any such counterparts or signatures may be delivered by facsimile or e-mail (in .pdf format), and any counterparts or signatures so delivered shall be deemed an original counterpart or signature for all purposes related to this Agreement.

16. In the event the Purchaser extends the time for Closing under the Agreement in accordance with Paragraph 6(e), the Purchaser shall be responsible for maintaining the Premises including, but not limited to, appliances, roof, mechanicals, required public assessments and/or repairs and all prorated taxes, insurance and utilities not paid by tenants. These costs will be itemized and paid at the time of Closing. If the Agreement is terminated for any reason other than Seller's default, Purchaser shall be responsible for the aforementioned costs from the date of the extension to the date of termination.

17. In the event that the Purchaser terminates this Agreement for any reason other than Seller's default, Purchaser shall deliver to Seller within five (5) days following the Termination Date any and all surveys, plans, studies, reports, permits, approvals, submissions, applications, and similar materials regarding the Premises in Purchaser's possession, and will authorize any consultants who have performed any work for Purchaser regarding the Premises to release materials regarding such work to Seller.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement (for the Premises known as Parcel # 05-00-02200-009 & 05-00-02196-004, containing .56 acres, more or less, in the Borough of Conshohocken, Montgomery County, Pennsylvania) as of the later date signed below and initialed any revisions herein by Purchaser and Seller.

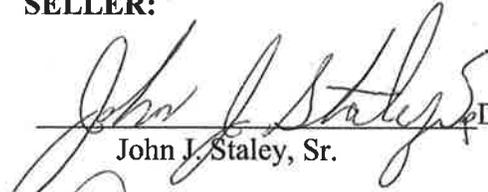
**PURCHASER:  
CRAFT CUSTOM HOMES, LLC**

Witness: 

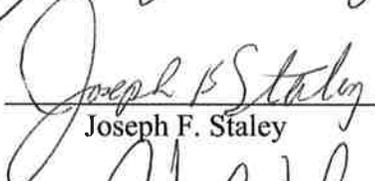
By:  Date 8.21.19  
Ryan Alexaki, Member

**SELLER:**

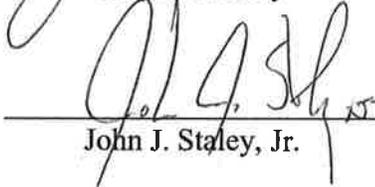
Witness Bruno Branco

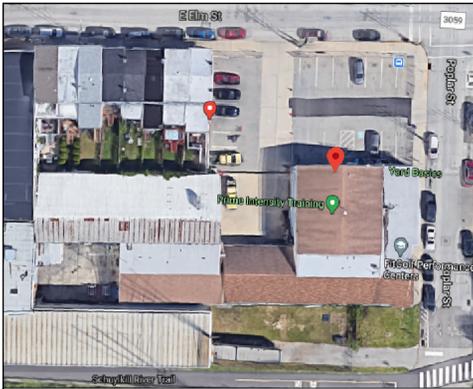
 Date 8/21/19  
John J. Staley, Sr.

Witness Bruno Branco

 Date 8/21/19  
Joseph F. Staley

Witness Bru Branco

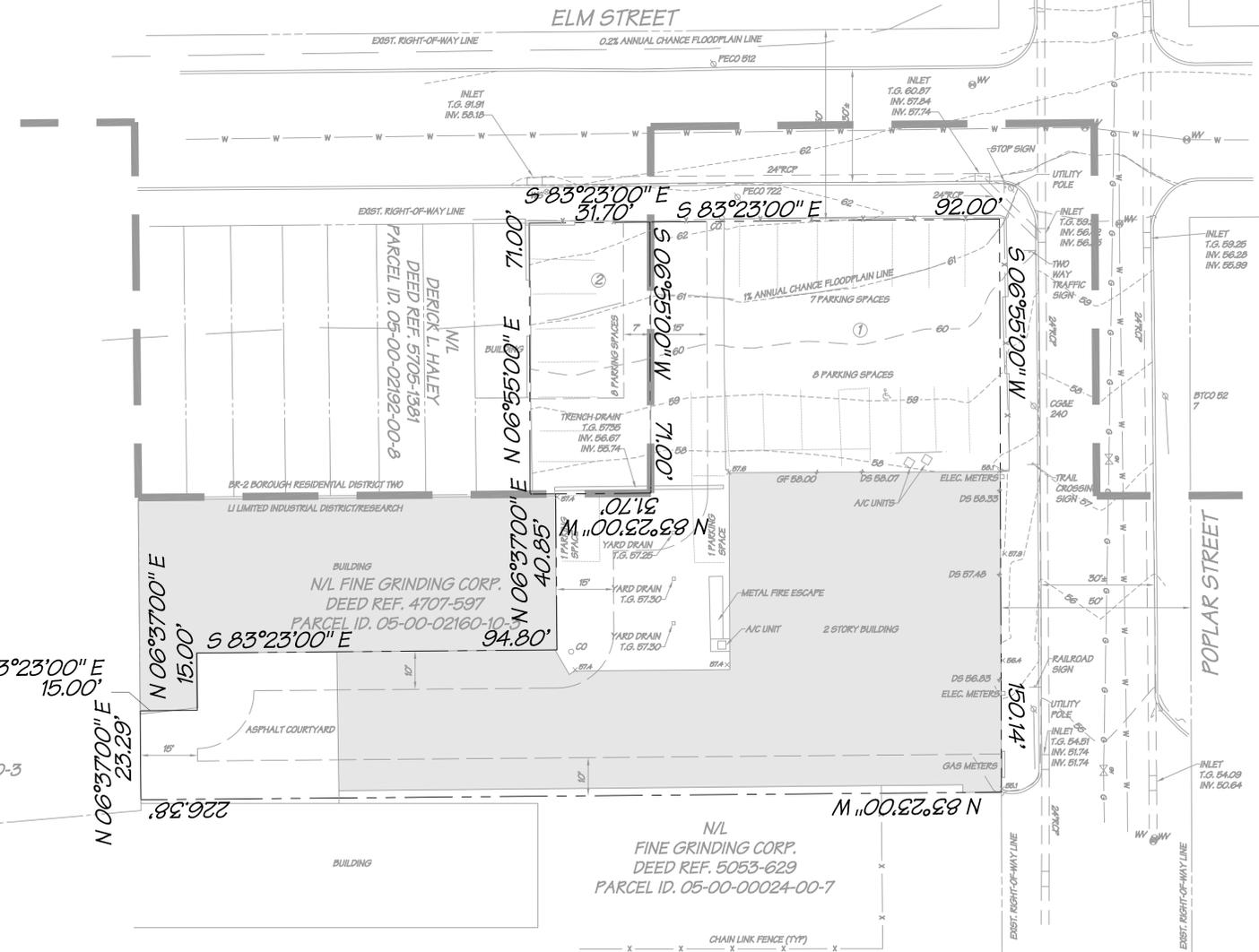
 Date 8/21/19  
John J. Staley, Jr.



AERIAL MAP  
SCALE 1"=50'



LOCATION MAP  
NOT TO SCALE



**GENERAL NOTES**

- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON AUGUST 29, 2018.
- HORIZONTAL DATUM IS BASED ON DEED BEARINGS. VERTICAL DATUM IS REFERENCED TO NAVD83.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO) WAS CONTRACTED TO PERFORM, EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO).
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. VCELLO DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, VCELLO SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. VCELLO HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
- FLOODPLAIN BOUNDARIES ARE PLOTTED FROM FEMA FLOOD INSURANCE RATE MAP NO. 42091C0268G, REVISED 05/02/2016. SUBJECT PROPERTY PARTIALLY LIES WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN. FLOOD PLAIN BOUNDARY IS APPROXIMATE.
- REFERENCE IS MADE TO A PLAN ENTITLED "JOSEPH G. PROIETTO LAND SUBDIVISION PLAN", PREPARED BY JOHN L. DZIEDZY INC., PLAN NO. 8286, DATED 01/22/1993, LAST REVISED 03/14/1993, AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE PLAN NO. 840 PAGE 191.

**ZONING REQUIREMENT**

	REQUIRED	EXISTING
<b>LI - LIMITED INDUSTRIAL DISTRICT</b>		
MIN. LOT AREA	N/A	19,783 S.F.
MIN. FRONT YARD SETBACK	25 FT.**	0 FT.
MIN. SIDE YARD SETBACK	10 FT.**	0 FT.
MIN. REAR YARD SETBACK	15 FT. (25 FT. RESIDENTIAL)**	20.6 FT.
MAX. BUILDING COVERAGE	50%	47.5%
MAX. IMPERVIOUS SURFACES	75%	98.0%
* EXISTING NON-CONFORMING		
<b>BR-2 BOROUGH RESIDENTIAL DISTRICT TWO</b>		
MIN. LOT AREA	1,800 S.F.	2,250 S.F.
MIN. LOT WIDTH	15 FT.	31.7 FT.
MIN. FRONT YARD SETBACK	15 FT.****	N/A
MIN. SIDE YARD SETBACK	7 FT.*****	N/A
MIN. REAR YARD SETBACK	25 FT.	N/A
MAX. BUILDING COVERAGE	40%	N/A
MAX. IMPERVIOUS SURFACES	50%	100%*
* EXISTING NON-CONFORMING		

\*\* EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.  
 \*\*\* EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 15 FEET.  
 \*\*\*\* EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 25 FEET.  
 \*\*\*\*\* EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED. NO CASE SHALL THE SETBACK BE LESS THAN 10 FT. FROM THE FACE OF CURB.  
 \*\*\*\*\* 7 FT. FOR END UNITS, NOT MORE THAN 8 SINGLE FAMILY ATTACHED DWELLING UNITS PER SERIES SHALL BE PERMITTED.  
 REFER TO THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE FOR COMPLETE TEXT OF ALL REGULATIONS.

**PROPERTY OWNER**  
 JOHN J. STALEY SR., JOSEPH F. STALEY, & JOHN J. STALEY, JR.  
 224 FOX RUN ROAD  
 KING OF PRUSSIA, PA 19406

**EQUITABLE OWNER**  
 CRAFT CUSTOM HOMES, LLC  
 541 E. HECTOR ST.  
 CONSHOHOCKEN, PA 19406

**PROPERTY INFORMATION**

1	DEED REF. 8292-2291 PARCEL ID. 05-00-02200-00-9	SITE ADDRESS: 261-263 E. ELM STREET CONSHOHOCKEN, PA 19428
2	DEED REF. 8292-2291 PARCEL ID. 05-00-02196-00-4	

**IMPERVIOUS COVERAGE**

	EXISTING	
1 BUILDING	3,249 S.F.	47.5%
ASPHALT/CONCRETE	10,224 S.F.	50.7%
TOTAL	13,473 S.F.	
2 ASPHALT	2,550 S.F.	100.0%

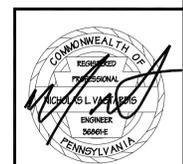
**LEGEND**

--- 60' ---	EXIST. 5' CONTOURS
--- 1' ---	EXIST. 1' CONTOURS
---	EXIST. BOUNDARY LINE
---	EXIST. RIGHT-OF-WAY
---	EXIST. BUILDING SETBACK LINE
---	EXIST. FLOODPLAIN BOUNDARY
---	EXIST. WATER LINE
---	EXIST. UNDERGROUND GAS LINE
---	EXIST. SANITARY SEWER LINE
---	EXIST. OVER-HEAD ELECTRIC LINE
X 87.4	EXIST. SPOT ELEVATION
X DS 58.07	EXIST. DOOR SILL ELEVATION
WS	EXIST. WATER SERVICE
WV	EXIST. WATER VALVE
SH	EXIST. SANITARY MANHOLE
CO	EXIST. CLEANOUT
UP	EXIST. UTILITY POLE
---	ZONING DISTRICT BOUNDARY LINE

**SHEET INDEX**

EXISTING CONDITIONS PLAN	SHEET 1
DEMOLITION PLAN	SHEET 2
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN	SHEET 3*
EROSION AND SEDIMENTATION CONTROL PLAN	SHEET 4
DETAIL SHEET 1	SHEET 5
DETAIL SHEET 2	SHEET 6
LANDSCAPE AND LIGHTING PLAN	SHEET 7

\*TO BE RECORDED



NICHOLAS L. VASTARDIS, P.E.

1	12-09-20	ADDITIONAL INFORMATION ADDED PER BOROUGH REQUEST
NUM.	DATE	REVISION

**VASTARDIS**  
CONSULTING ENGINEERS, LLC

29 Harvey Lane | Malvern, PA 19366 | Ph: 610.644.9663 | Fax: 610.644.3709 | Email: vcello@verizon.net

PLAN PREPARED FOR:

**CRAFT CUSTOM HOMES, LLC**  
261-263 E. ELM STREET

BOROUGH OF CONSHOHOCKEN    MONTGOMERY COUNTY    PENNSYLVANIA

**EXISTING CONDITIONS PLAN**

DRAWN BY	SDI
CHECKED BY	NY
DATE	11-25-20
SCALE	1"=20'

**SHEET 1**  
OF 7



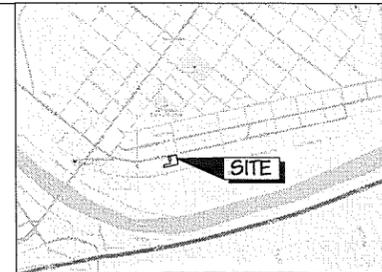
BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-488-7878. NON-MEMBERS MUST BE CONTACTED DIRECTLY. PA ACT 172 (1980) REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.

OSHA 1926.651 SPECIAL EXCAVATION REQUIREMENTS (A) PRIOR TO OPENING AN EXCAVATION, REPORT SHALL BE MADE TO DETERMINE EXISTING UNDERGROUND UTILITIES (E.G. POWER, TELEPHONE, GAS, ELECTRIC, WATER, ETC.) AND BE RECORDED. AND IF ANY UNDERGROUND UTILITIES ARE LOCATED, THE LOCATION SHALL BE RECORDED AND THE LOCATION SHALL BE DETERMINED AND MARKED IN AN APPROPRIATE MANNER. (B) THE LOCATION SHALL BE DETERMINED AND MARKED IN AN APPROPRIATE MANNER. (C) THE LOCATION SHALL BE DETERMINED AND MARKED IN AN APPROPRIATE MANNER. (D) THE LOCATION SHALL BE DETERMINED AND MARKED IN AN APPROPRIATE MANNER.

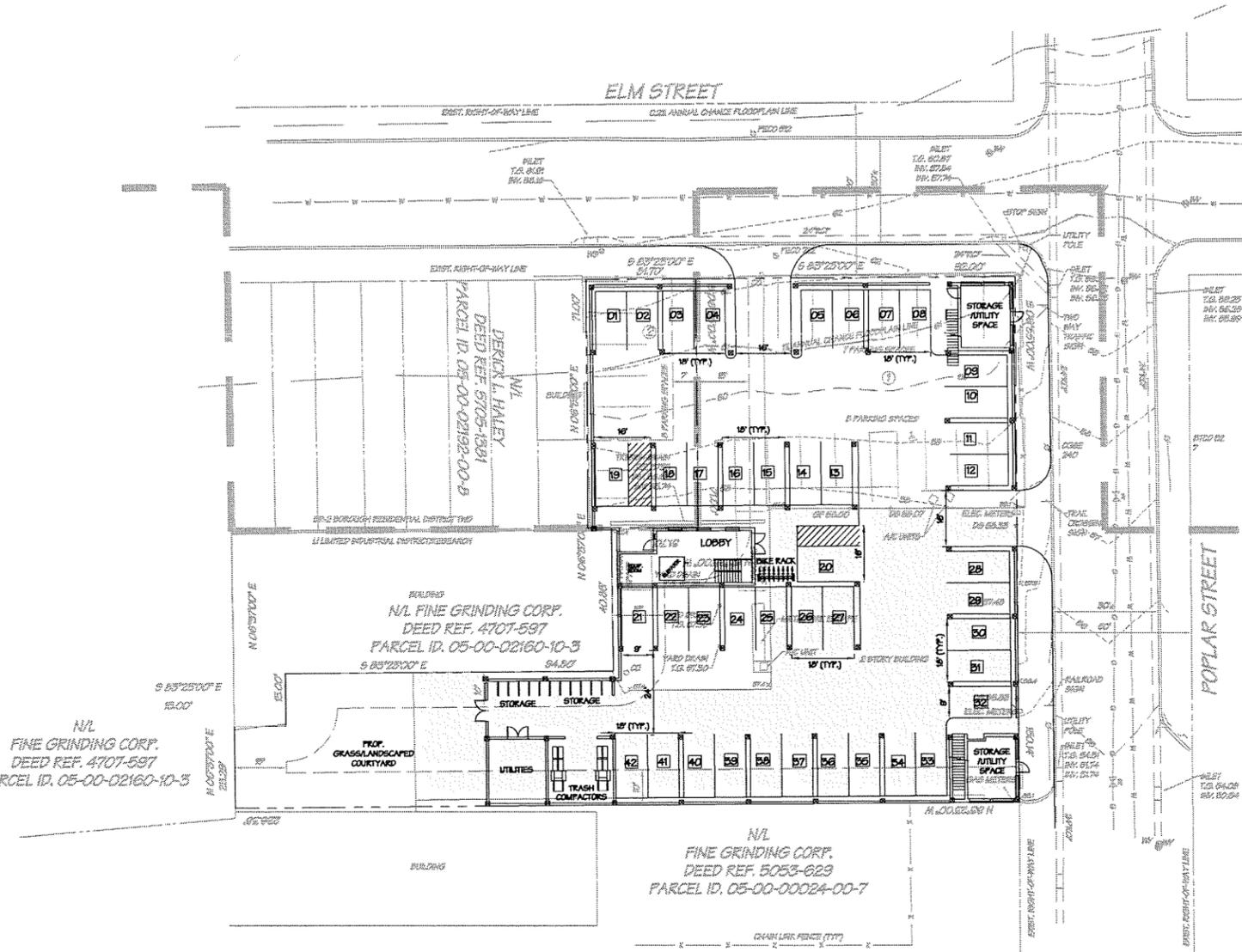
OUTSIDE PENNA. OR IN THE PITTSBURGH AREA WE CAN ALSO BE REACHED AT 412-262-7100

PA ONE CALL  
SERIAL NO. 20203270139

TAX PARCEL ID. FOLIO #05-00-02200-00-9  
TAX PARCEL ID. FOLIO #50-00-02196-00-4



LOCATION MAP  
NOT TO SCALE



**GENERAL NOTES**

- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON AUGUST 28, 2019.
- HORIZONTAL DATUM IS BASED ON DEED BEARINGS. VERTICAL DATUM IS REFERENCED TO NAVD83.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC (VCELLE) WAS CONTRACTED TO PERFORM, EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC (VCELLE).
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. VASTARDIS CONSULTING ENGINEERS, LLC (VCELLE) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. VCELLE DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, VCELLE SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. VCELLE HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
- FLOODPLAIN BOUNDARIES ARE PLOTTED FROM FEMA FLOOD INSURANCE RATE MAP NO. 43080C066G, REVISED 02/02/2016. SUBJECT PROPERTY PARTIALLY LIES WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN. FLOOD PLAN BOUNDARY IS APPROXIMATE.
- REFERENCE IS MADE TO A PLAN ENTITLED "JOSEPH G. PROETTO LAND SUBDIVISION PLAN, PREPARED BY JOHN L. DZIEBZY INC., PLAN NO. 8026, DATED 01/22/1985, LAST REVISED 04/1985, AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE PLAN NO. 840 PAGE 101.

**PROPERTY OWNER**

JOHN J. STALEY SR., JOSEPH F. STALEY, & JOHN J. STALEY, JR.  
224 FOX ELM ROAD  
KING OF PRUSSIA, PA 19406

**EQUITABLE OWNER**

CRAFT CUSTOM HOMES, LLC  
541 E. HECTOR ST.  
CONSHOHOCKEN, PA 19406

**PROPERTY INFORMATION**

- DEED REF. 8292-2981  
PARCEL ID. 05-00-02200-00-9
- DEED REF. 8292-2981  
PARCEL ID. 05-00-02196-00-4

**SITE ADDRESS:**

261-263 E. ELM STREET  
CONSHOHOCKEN, PA 19406

**IMPERVIOUS COVERAGE**

	EXISTING	PROPOSED
1. BUILDING	9,840 S.F.	18,040 S.F.
2. ASPHALT/CONCRETE	10,024 S.F.	27 S.F.
TOTAL	19,864 S.F.	18,067 S.F.

**NOTES:**

APPLICANT IS PROPOSING 21.2 RESIDUAL CONDOMINIUM UNITS WITH 2 PARKING SPACES PER UNIT PROVIDED.

**CURRENT PARKING COUNT = 26 SPACES  
PROPOSED PARKING COUNT = 42 SPACES**

**ZONING REQUIREMENT**

	REQUIRED	EXISTING	PROPOSED
1. MIN. LOT AREA	N/A	19,765 S.F.	19,765 S.F.
2. MIN. FRONT YARD SETBACK	25 FT.	0 FT.	0 FT.
3. MIN. SIDE YARD SETBACK	0 FT.	0 FT.	0 FT.
4. MIN. REAR YARD SETBACK	15 FT. (25 FT. RESIDENTIAL)	20.6 FT.	15 FT.
5. MAX. BUILDING COVERAGE	50%	47.5%	26%
6. MAX. IMPERVIOUS SURFACES	75%	96.0%	96.0%
* EXISTING NON-CONFORMING			
7. MIN. LOT AREA	2,250 S.F.	2,250 S.F.	2,250 S.F.
8. MIN. LOT WIDTH	18 FT.	31.7 FT.	31.7 FT.
9. MIN. FRONT YARD SETBACK	15 FT.	N/A	1 FT.
10. MIN. SIDE YARD SETBACK	7 FT.	N/A	1 FT.
11. MIN. REAR YARD SETBACK	25 FT.	N/A	0 FT.
12. MAX. BUILDING COVERAGE	40%	N/A	86%
13. MAX. IMPERVIOUS SURFACES	60%	100%	100%
* EXISTING NON-CONFORMING			

**RESIDENTIAL OVERLAY DISTRICT**

	REQUIRED	PROPOSED
1. MIN. TRACT AREA	1 AC.	0.45 AC.
2. MAX. DENSITY	35 DWELLING/AC.	21 UNITS
3. MIN. FRONT YARD SETBACK	30 FT.	0 FT.
4. MIN. SIDE YARD SETBACK	10 FT. (EACH)	0 FT.
5. MIN. REAR YARD SETBACK	30 FT.	0 FT.
6. MAX. BUILDING COVERAGE	40%	87.5%
7. BUILDING HEIGHT LIMIT	35 FT.	45 FT.
8. MAX. IMPERVIOUS COVERAGE	60%	86.5%
9. PARKING AREA SETBACK	10 FT. FROM PROPERTY LINE	15 FT.
10. INTERNAL DRIVEWAY SETBACK	10 FT. FROM PROPERTY LINE	20 FT.
11. MIN. PARKING REQUIREMENTS	2 SPACES/UNIT	2 SPACES/UNIT
12. PARKING LOT LOCATION	REAR OF BUILDING	UNDER BUILDING
13. MIN. SQUARE FOOTAGE (2-BEDROOM UNIT)	900 S.F.	900 S.F.

EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.  
EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 15 FEET.  
EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 25 FEET.  
EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED. NO CASE SHALL THE SETBACK BE LESS THAN 10 FT. FROM THE FACE OF CURB.  
7 FT. FOR END UNITS, NOT MORE THAN 8 SINGLE FAMILY ATTACHED DWELLING UNITS PER SERIES SHALL BE PERMITTED.  
REFER TO THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE FOR COMPLETE TEXT OF ALL REGULATIONS.

**REQUESTED RELIEF**

THE APPLICANT RESPECTFULLY REQUESTS RELIEF FROM THE FOLLOWING SECTIONS OF THE BOROUGH OF CONSHOHOCKEN ORDINANCE:

- 27-174.1A IN ORDER TO ALTER AN EXISTING BUILDING AND CONSTRUCT A NEW BUILDING IN THE 100-YEAR FLOOD PLAIN.
- 27-1805-5.2 TO EXCEED THE ALLOWABLE MAXIMUM PERMITTED DWELLING UNIT DENSITY OF 35 UNITS PER ACRE.
- 27-1805-5.3A-C TO PROVIDE RELIEF FROM THE DISTRICT'S FRONT, SIDE, AND REAR YARD SETBACK STANDARDS.
- 27-1805-5.4 TO EXCEED THE ALLOWABLE MAXIMUM BUILDING COVERAGE OF 40%.
- 27-1805-5.6 TO ALLOW THE PROPOSED PARKING SETBACK TO BE LESS THAN THE MINIMUM 10' SETBACK FROM PROPERTY LINES.
- 27-1805.5.9 TO ALLOW FOR THE PARKING TO BE LOCATED UNDER THE BUILDING RATHER THAN THE REAR YARD OF THE PARCEL.
- 27-1805.8.1 TO ALLOW THE BUILDING HEIGHT TO EXCEED THE PERMITTED 35-FOOT HEIGHT.
- 27-1805.8.12 TO DEVELOP A PARCEL THAT DOES NOT COMPLY WITH THE MINIMUM TRACT AREA FOR THE DISTRICT.
- 27-1904-5.1-5 TO PROVIDE PARTIAL RELIEF FROM THE SCREENING, BUFFERING, AND STREET TREE REGULATIONS OF THE ORDINANCE.
- 27-2007.1-3 TO PROVIDE RELIEF FROM THE REQUIRED BUFFER STRIP.
- 27-2007.1A TO PROVIDE RELIEF FROM THE REQUIRED CURBED PLANTING STRIPS.
- 7-2007.1 TO PROVIDE RELIEF FROM THE REQUIREMENT OF PROVIDING SHADE TREES WITHIN PARKING AREAS.
- 27-820-C.F. TO PROVIDE RELIEF FROM THE LARGE TRUCK COLLECTION ACCESS AND SETBACK REQUIREMENTS AS LISTED IN THE ORDINANCE.
- 27-1404.A-C TO PROVIDE PARTIAL RELIEF FROM THE REQUIREMENTS OF SHADE TREES ALONG PUBLIC STREETS, LANDSCAPING OF THE FRONT YARDS ADJOINING RESIDENTIAL DISTRICTS, SIDE AND/OR REAR YARD BUFFERS WHEN ADJOINING RESIDENTIAL DISTRICTS.



BEFORE YOU DO ANYTHING IN PENNSYLVANIA CALL 1-800-242-1776  
NON-EMERGENCY  
PA ACT TO ENHANCE RESIDENT TRUCK WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.  
CONSHOHOCKEN SPECIAL EXCAVATION REQUIREMENTS  
OUTSIDE PENNSA. OR IN THE PITTSBURGH AREA WE CAN ALSO BE REACHED AT 412-683-7100

**LEGEND**

---	EXIST. 5' CONTOURS
---	EXIST. 1' CONTOURS
---	EXIST. BOUNDARY LINE
---	EXIST. RIGHT-OF-WAY
---	EXIST. BUILDING SETBACK LINE
---	EXIST. FLOODPLAIN BOUNDARY
---	EXIST. WATER LINE
---	EXIST. UNDERGROUND GAS LINE
---	EXIST. SANITARY SEWER LINE
---	EXIST. OVERHEAD ELECTRIC LINE
---	EXIST. SPOT ELEVATION
---	EXIST. DOOR SILL ELEVATION
---	EXIST. WATER SERVICE
---	EXIST. WATER VALVE
---	EXIST. SANITARY MANHOLE
---	EXIST. CLEANOUT
---	EXIST. UTILITY POLE
---	ZONING DISTRICT BOUNDARY LINE

PA ONE CALL  
SERIAL NO. XXXXXXXXXXXXXXX  
TAX PARCEL ID. FOLIO #05-00-02200-00-9  
TAX PARCEL ID. FOLIO #50-00-02196-00-4

NUM.	DATE	REVISION
2	10-08-20	ADD REQUESTED ZONING RELIEF
1	07-27-20	REDUCE NUMBER OF UNITS AND RETAIL AREAS

**VASTARDIS CONSULTING ENGINEERS, LLC**  
28 Harvey Lane | Malvern, PA 19355 | P: 610.644.3700 | F: 610.644.3709 | Email: vcelle@vaston.com

PLAN PREPARED FOR:  
**CRAFT CUSTOM HOMES, LLC**  
261-263 E. ELM STREET

BOROUGH OF CONSHOHOCKEN    MONTGOMERY COUNTY    PENNSYLVANIA

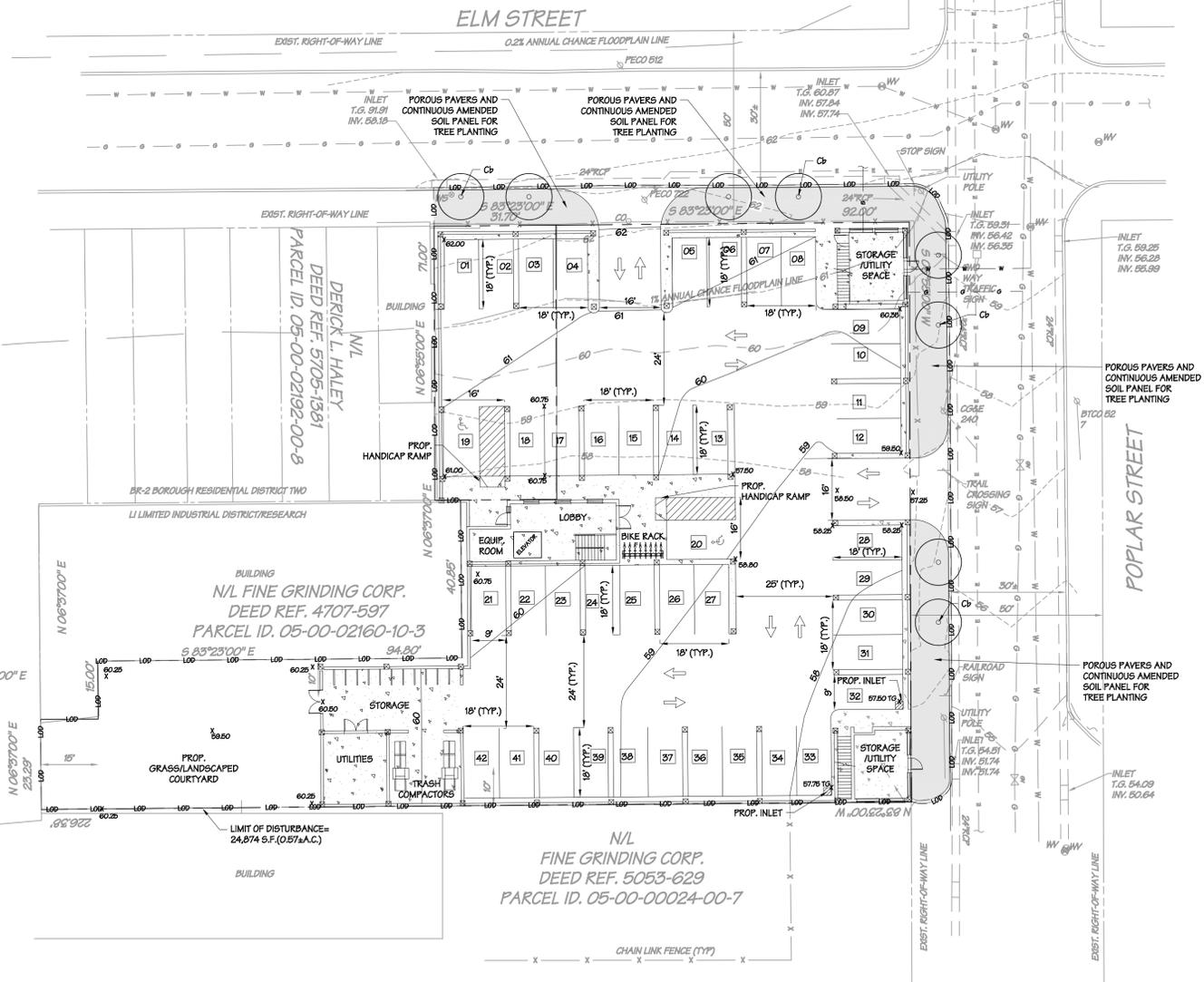
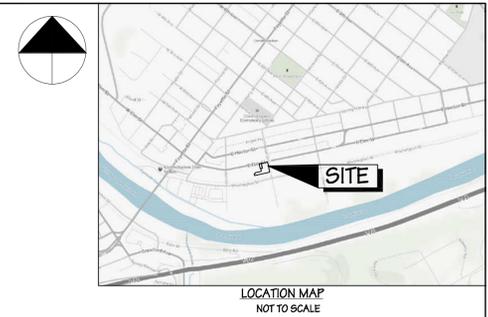
SCALE: 1"=20'

**SHEET 1 OF 1**

NICHOLAS L. VASTARDIS, P.E.

**GENERAL NOTES**

- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON AUGUST 29, 2018.
- HORIZONTAL BEARINGS ARE ASSUMED FROM AZIMUTH READINGS. VERTICAL DATUM IS REFERENCED TO NAVD83.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC (VCELLC) WAS CONTRACTED TO PERFORM, EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC (VCELLC).
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- THIS PROPERTY IS LOCATED WITHIN THE FEMA DESIGNATED FLOOD ZONE AND IS THEREFORE LOCATED WITHIN THE BOROUGH FLOOD PLAN CONSERVATION DISTRICT.
- CONTRACTOR SHALL MAKE SURE ANY MUD, DIRT, OR DEBRIS THAT REACHES THIS OR ANY ADJOINING ROAD AS A RESULT OF THIS PROJECT WILL BE REMOVED IMMEDIATELY. SHOULD THIS BE INEFFECTIVE, A STABILIZED CONSTRUCTION ENTRANCE WILL BE NECESSARY.
- CONTRACTOR MUST VERIFY THE DEPTH AND LOCATION OF ALL UNDERGROUND UTILITIES AND FACILITIES BEFORE START OF WORK AS PER ACT 187. CONTRACTOR SHALL CONTACT THE UNDERGROUND UTILITY SERVICE AT LEAST 3 DAYS PRIOR TO ANY EARTHMOVING, DEMOLITION, OR CONSTRUCTION.
- SOME OF THE EXISTING FOUNDATION AND BUILDING WALLS ARE BEING USED FOR THE NEW PROPOSED BUILDING.
- ALL NEW ELECTRICAL SERVICES SHALL BE UNDERGROUND.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE QUALITY AND CORRECTNESS OF COMPLETED WORK. THE PROPERTY OWNER MAY DESIGNATE A CONTRACTOR, CONSULTANT OR OTHER AGENT TO COORDINATE INSPECTIONS WITH THE BOROUGH. THE PROPERTY OWNER IS RESPONSIBLE FOR ALL OUTSIDE CONSULTANT FEES INCURRED BY THE BOROUGH.
- ANY COMPLETED WORK THAT DOES NOT COMPLY WITH APPLICABLE STANDARDS SUCH AS THE AMERICANS WITH DISABILITIES ACT (ADA), PENNSYLVANIA CONSTRUCTION STANDARDS, OR THE BOROUGH OF CONSHOHOCKEN TYPICAL DETAILS SHALL BE REMOVED AND REPLACED. PROPERTY OWNERS ARE ENCOURAGED TO WITHHOLD PAYMENT FOR WORK PERFORMED UNTIL ALL WORK AND RESTORATIONS ARE ACCEPTED BY THE BOROUGH IN WRITING.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE WITH THE BOROUGH STORMWATER MANAGEMENT ORDINANCE. SPECIFICALLY, ALL WORK SITES SHALL BE PROTECTED FROM EROSION AND SEDIMENT RUNOFF IN ACCORDANCE WITH MONTGOMERY COUNTY CONSERVATION DISTRICT REQUIREMENTS. FAILURE TO INSTALL AND MAINTAIN ACCEPTABLE EROSION CONTROLS WILL RESULT IN WORK STOPPAGES AND FINES IN ACCORDANCE WITH THE BOROUGH ORDINANCE.
- EROSION CONTROL INLET PROTECTION SHALL BE INSTALLED IN THE NEAREST DOWNSTREAM INLET OF ALL WORK SITES. PIPE TRENCHES SHALL BE PUMPED THROUGH A WATER FILTER BAG.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION LAYOUT. THE BOROUGH INSPECTOR WILL VERIFY THAT THE APPROPRIATE CONSTRUCTION DETAILS ARE BEING FOLLOWED AND THAT THE APPROPRIATE METHODS ARE BEING USED. THE BOROUGH INSPECTOR DOES NOT APPROVE ANY PHYSICAL PRODUCT UNTIL THE WORK IS COMPLETE. ANY PERCEIVED APPROVAL OF LAYOUT, FORMWORK, ETC., DOES NOT ABSOLVE THE CONTRACTOR FROM ENSURING THAT THE FINAL PRODUCT COMPLIES WITH ALL APPLICABLE STANDARDS.
- THE OWNER IS RESPONSIBLE FOR REPLACING ANY EXISTING FEATURES DAMAGED DURING CONSTRUCTION AND WILL BE REPLACED AT NO COST TO THE BOROUGH.

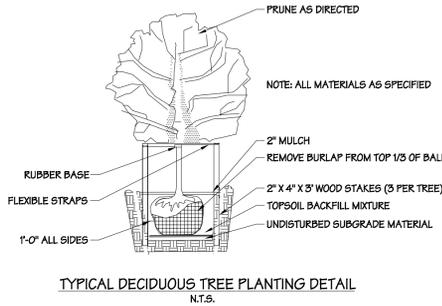


**LANDSCAPE MATERIALS CHART**

KEY	QUANTITY	BOTANICAL / COMMON NAME	SIZE	SPEC.
Cb	8	CARPINUS BETULUS 'FRANZ FONTAINE'	4-4.5"	B & B

**LANDSCAPE NOTES:**

- PLANT LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL STAKE LOCATIONS FOR APPROVALS BY THE OWNER PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
- PROVIDE CONTINUOUS MULCH (2" THICK) IN ALL BEDDING AND GROUND COVER AREAS AND AT THE BASE OF SPECIMEN TREES.
- SIZES OF PLANT MATERIAL GIVEN ARE TO BE CONSIDERED MINIMUM.
- NO SUBSTITUTIONS FOR PLANT MATERIAL ARE ACCEPTABLE UNLESS APPROVED BY OWNER.
- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE, INCLUDING WATERING OF PLANT MATERIAL UNTIL JOB IS TURNED OVER TO OWNER.
- CONTRACTOR SHALL LOOSEN SUBGRADE OF PLANTING BED AREAS TO A MINIMUM DEPTH OF TWENTY-FOUR INCHES (24") USING A CULTIVATOR OR SIMILAR EQUIPMENT. REMOVE STONES ONE TO ONE AND A HALF INCHES (1-1.5") IN ANY DIMENSIONS AND STICKS, RUBBISH AND OTHER EXTRANEIOUS MATTER.
- WHEN CONDITIONS DETRIMENTAL TO PLANT GROWTH ARE ENCOUNTERED OR SUSPECTED, SUCH AS RUBBLE FILL, UNACCEPTABLE TOPSOIL, ADVERSE DRAINAGE CONDITIONS OR OTHER OBSTRUCTIONS, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING BEFORE PLANTING ANY TREES, SHRUBS OR LAWN AREAS.
- TREES AND SHRUBS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY; HAVE NORMAL GROWTH HABITS, WELL DEVELOPED, DENSELY FOLIATED BRANCHES, AND VIGOROUS, FIBROUS ROOT SYSTEMS.
- TREES AND SHRUBS SHALL BE FREE FROM DEFECTS AND INJURIES AND CERTIFIED BY APPROPRIATE FEDERAL AND STATE AUTHORITIES TO BE FREE FROM DISEASES AND INSECT INFESTATIONS.
- TREES AND SHRUBS SHALL BE FRESHLY DUG AND NURSERY GROWN. THEY SHALL HAVE BEEN GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN LOCALITY OF THE PROJECT OR PROPERLY ACCLIMATED TO CONDITIONS OF THE LOCALITY OF THE PROJECT.
- ALL PLANTING BEDS SHALL BE MULCHED WITH DOUBLE GROUND HARDWOOD MULCH INSTALLED AT A MINIMUM DEPTH OF TWO INCHES (2").
- ALL CANOPY TREES MUST HAVE A SPREAD EQUAL TO FIFTY PERCENT (50%) OF THE HEIGHT.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES AND OTHER STRUCTURES BEFORE THE START OF CONSTRUCTION ON THIS PLAN.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER AND/OR LANDSCAPE ARCHITECT.
- ALL SIZES AND GRADING STANDARD FOR PLANT MATERIALS SHALL CONFORM WITH THE LATEST EDITION OF AMERICAN STANDARD OF NURSERY STOCK AS SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERMEN, INC. AND APPROVED MAY 2, 1986 BY THE AMERICAN NATIONAL STANDARDS INSTITUTE, INC. OR THE LATEST REVISED EDITION OF THIS STANDARD.
- ANY TREE OR SHRUB THAT DIES WITHIN TWO GROWING SEASONS OF THE DEDICATION OF PUBLIC IMPROVEMENTS OF OCCUPANCY SHALL BE REPLACED. ANY TREE OR SHRUB WHICH WITHIN THE AFORESAID TIME PERIOD IS DEEMED, IN THE OPINION OF AN AGENT AUTHORIZED BY THE TOWNSHIP, NOT TO HAVE SURVIVED OR GROWN IN A MANNER CHARACTERISTIC OF ITS TYPE SHALL BE REPLACED. ANY SUBSTITUTIONS SHALL BE APPROVED BY THE TOWNSHIP.
- CLEAR SIGHT TRIANGLES SHALL BE PROVIDED AT ALL STREET INTERSECTIONS. WITHIN SUCH TRIANGLES, NO VISION OBSTRUCTING OBJECT SHALL BE PERMITTED WHICH OBSCURES VISION ABOVE THE HEIGHT OF TWENTY-FOUR INCHES (24") OR BELOW TEN FEET (10') MEASURED FROM THE CENTER LINE GRADE OF INTERSECTING STREETS. EACH SIDE OF THE SIGHT TRIANGLE SHALL BE A MINIMUM FIFTY FEET (50') MEASURED FROM THE POINT OF INTERSECTION ALONG EACH ROAD CENTER LINE.



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-942-7773. NON-MEMBERS MUST BE CONTACTED DIRECTLY. PA ACT 172 (1980) REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.

OSHA 1926.651 SPECIAL EXCAVATION REQUIREMENTS (A) PRIOR TO OPENING AN EXCAVATION, EMPLOYER SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND UTILITIES ARE LIKELY TO BE ENCOUNTERED. AND IF SO, WHETHER SUCH UNDERGROUND UTILITIES ARE LOCATED. (B) THE INFORMATION CONCERNING THE LOCATION OF UNDERGROUND UTILITIES SHALL BE DETERMINED AND WHEN IT IS UNKNOWN, PROPER NOTICES SHALL BE PROVIDED FOR THE UTILITIES AND ALL UTILITIES DEPARTMENTS SHALL BE ADVISED OF THE EXCAVATION AND LOCATION OF THE EXCAVATION.

OUTSIDE PENNSA. OR IN THE PITTSBURGH AREA WE CAN ALSO BE REACHED AT 412-262-7100

PA ONE CALL  
SERIAL NO. 20203270139  
TAX PARCEL ID. FOLIO #05-00-02200-00-9  
TAX PARCEL ID. FOLIO #50-00-02196-00-4

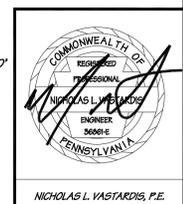
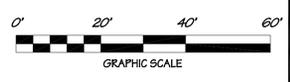
**LEGEND**

---	EXIST. 5' CONTOURS
---	EXIST. 1' CONTOURS
---	EXIST. BOUNDARY LINE
---	EXIST. RIGHT-OF-WAY
---	EXIST. BUILDING SETBACK LINE
---	EXIST. FLOODPLAIN BOUNDARY
---	EXIST. WATER LINE
---	EXIST. UNDERGROUND GAS LINE
---	EXIST. SANITARY SEWER LINE
---	EXIST. OVERHEAD ELECTRIC LINE
---	EXIST. WATER SERVICE
---	EXIST. WATER VALVE
---	EXIST. CLEANOUT
---	EXIST. UTILITY POLE
---	ZONING DISTRICT BOUNDARY LINE
---	LIMIT OF DISTURBANCE
---	PROP. CONTOUR
---	PROP. SPOT ELEVATION
---	PROP. INLET

**SOILS INFO.**

U<sub>8</sub>B - URBAN LAND - 0-8% SLOPES  
WELL-DRAINED, 4-6 FEET THICK; COMPRISED OF SILTY CLAY LOAM.  
TEXTURE, VARIES

**LIMITATIONS:**  
DEPTH TO SEASONAL HIGH WATER TABLE - 6-24"  
DEPTH TO BEDROCK - 20-80"  
ROAD SUBGRADE - VARIABLE  
ROAD FILL - VARIABLE  
TOPSOIL - VARIABLE  
HYDROLOGIC SOIL CLASSIFICATION - NA



1	12-03-20	ADDITIONAL INFORMATION ADDED PER BOROUGH REQUEST
NUM.	DATE	REVISION

**VASTARDIS CONSULTING ENGINEERS, LLC**  
29 Harvey Lane | Mahan, PA 15266 | Ph: 610.644.9663 | Fax: 610.644.3709 | Email: vcellc@verson.net

PLAN PREPARED FOR:  
**CRAFT CUSTOM HOMES, LLC**  
261-263 E. ELM STREET

BOROUGH OF CONSHOHOCKEN MONTGOMERY COUNTY PENNSYLVANIA

DRAWN BY: SDI  
CHECKED BY: NV  
DATE: 11-25-20  
SCALE: 1"=20'

**LANDSCAPE AND LIGHTING PLAN**

SHEET 7 OF 7

NICHOLAS L. VASTARDIS, P.E.

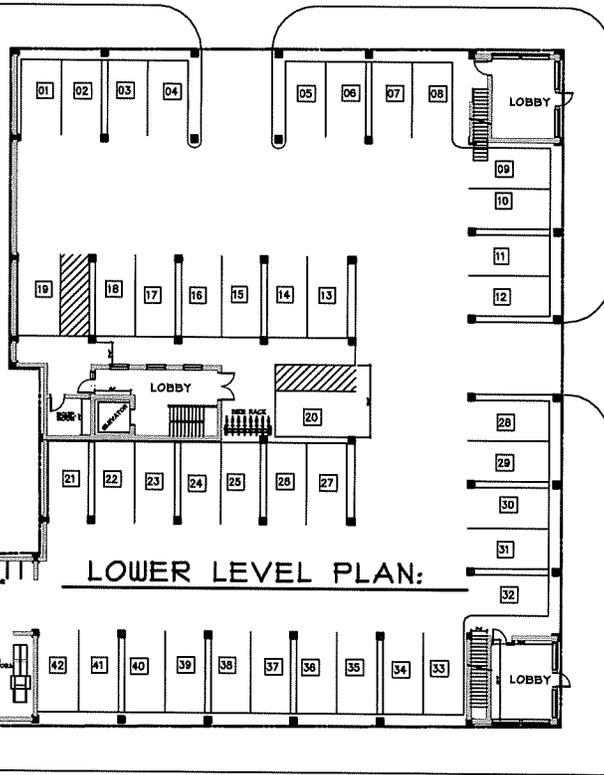






ELM STREET

POPLAR STREET



LOWER LEVEL PLAN:

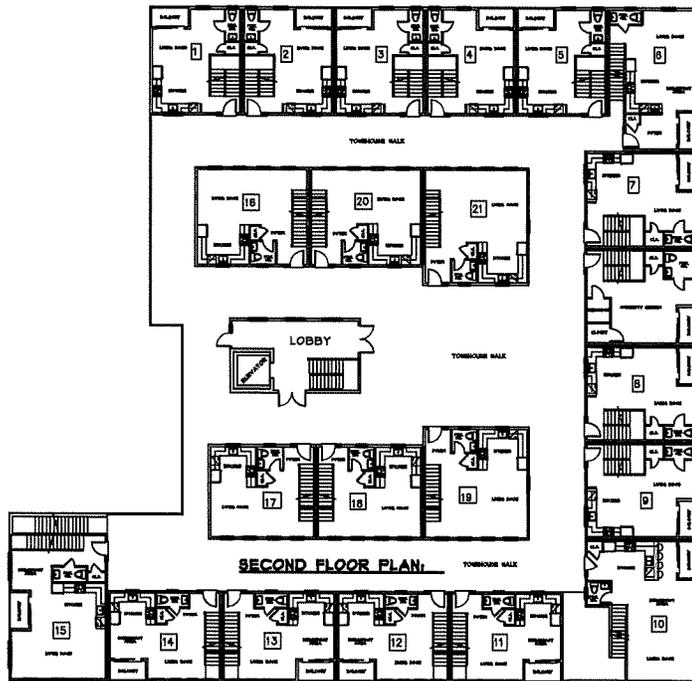
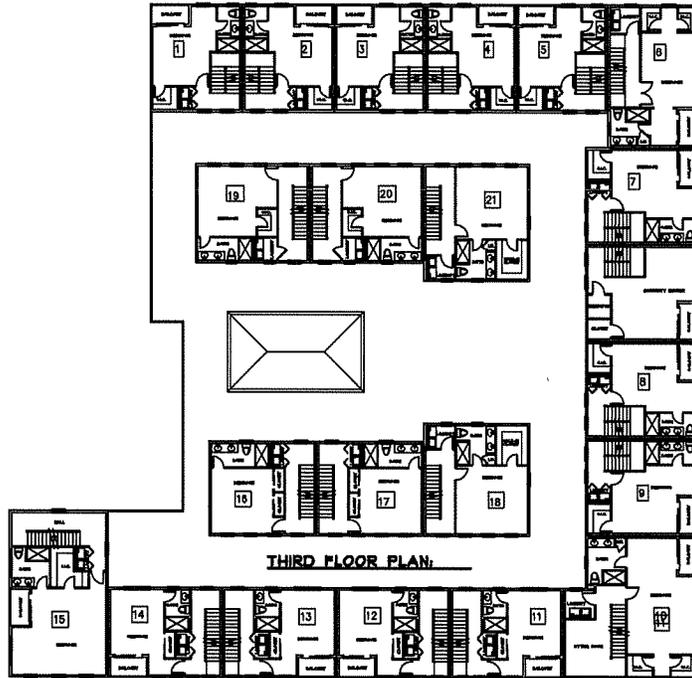
OPEN YARD/  
DOG WALK

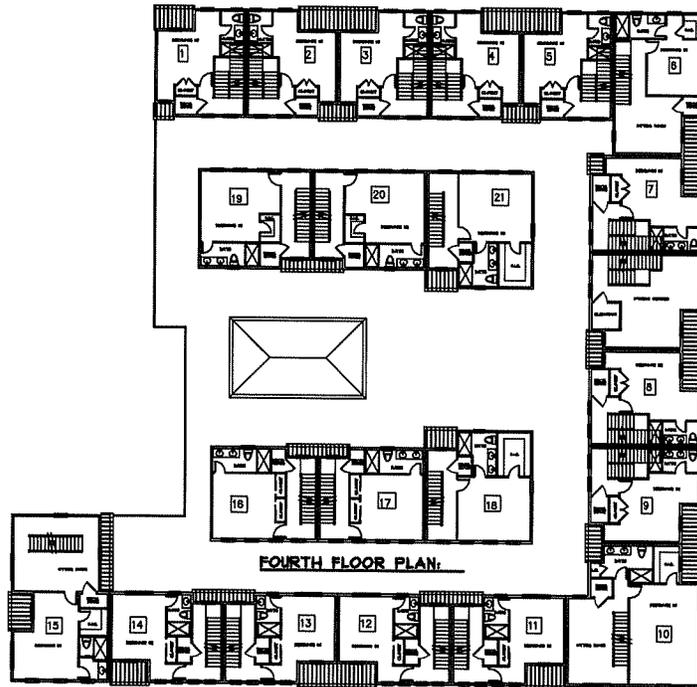
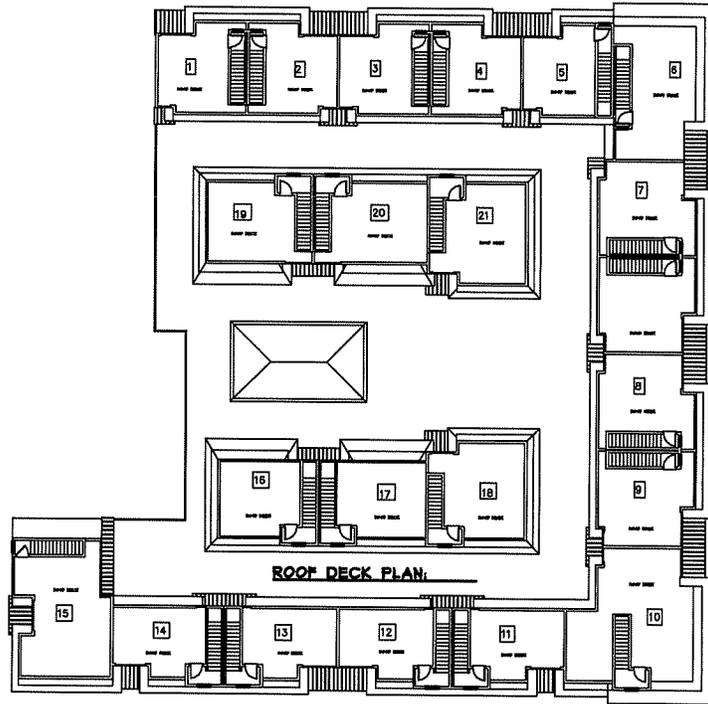
UTILITIES

LOBBY

BIKE PATH

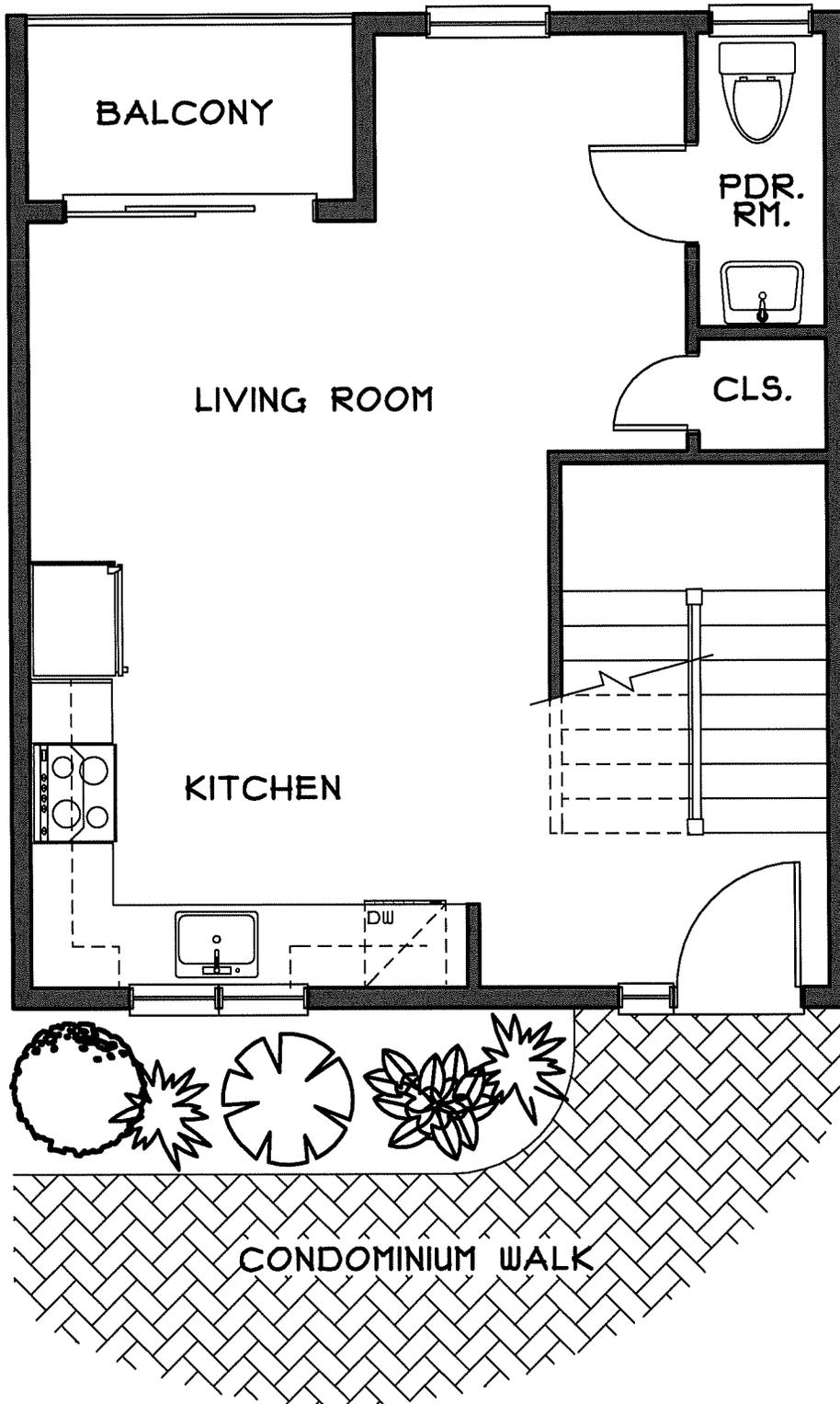
RAILROAD LINE





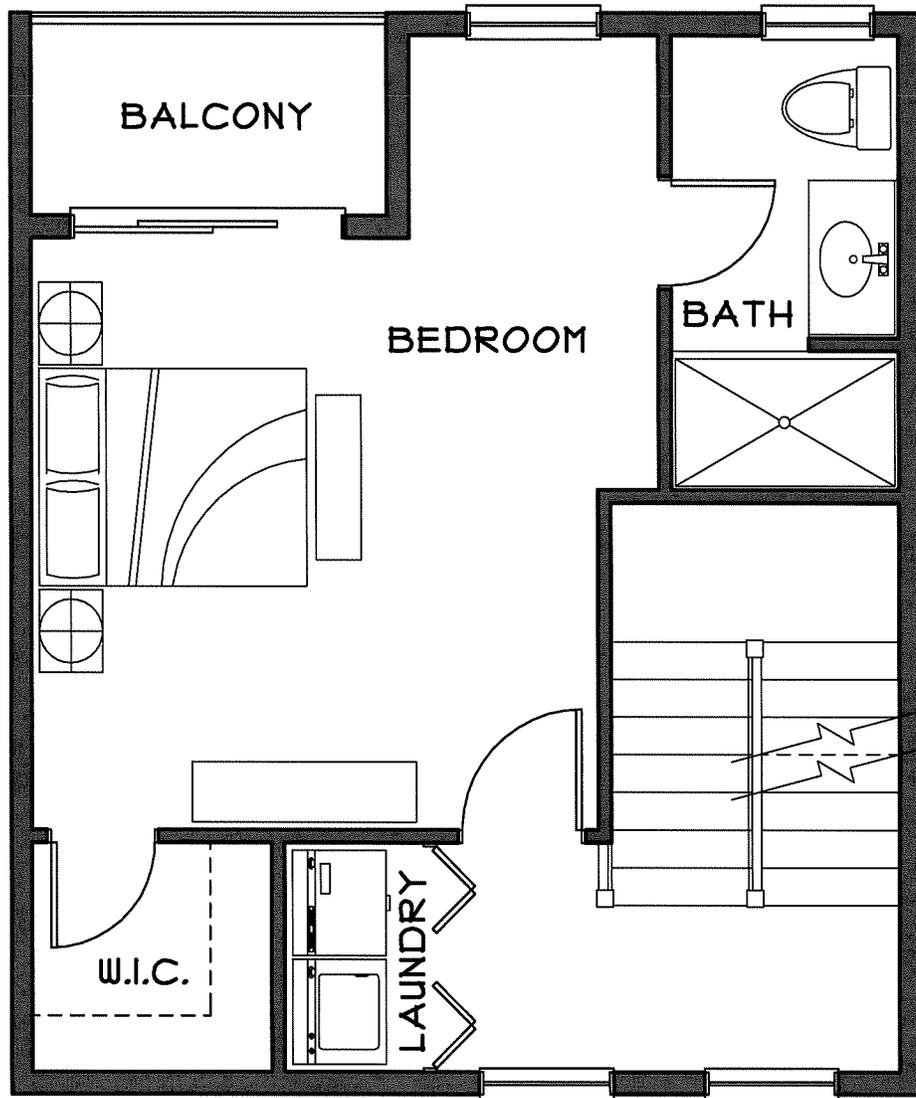






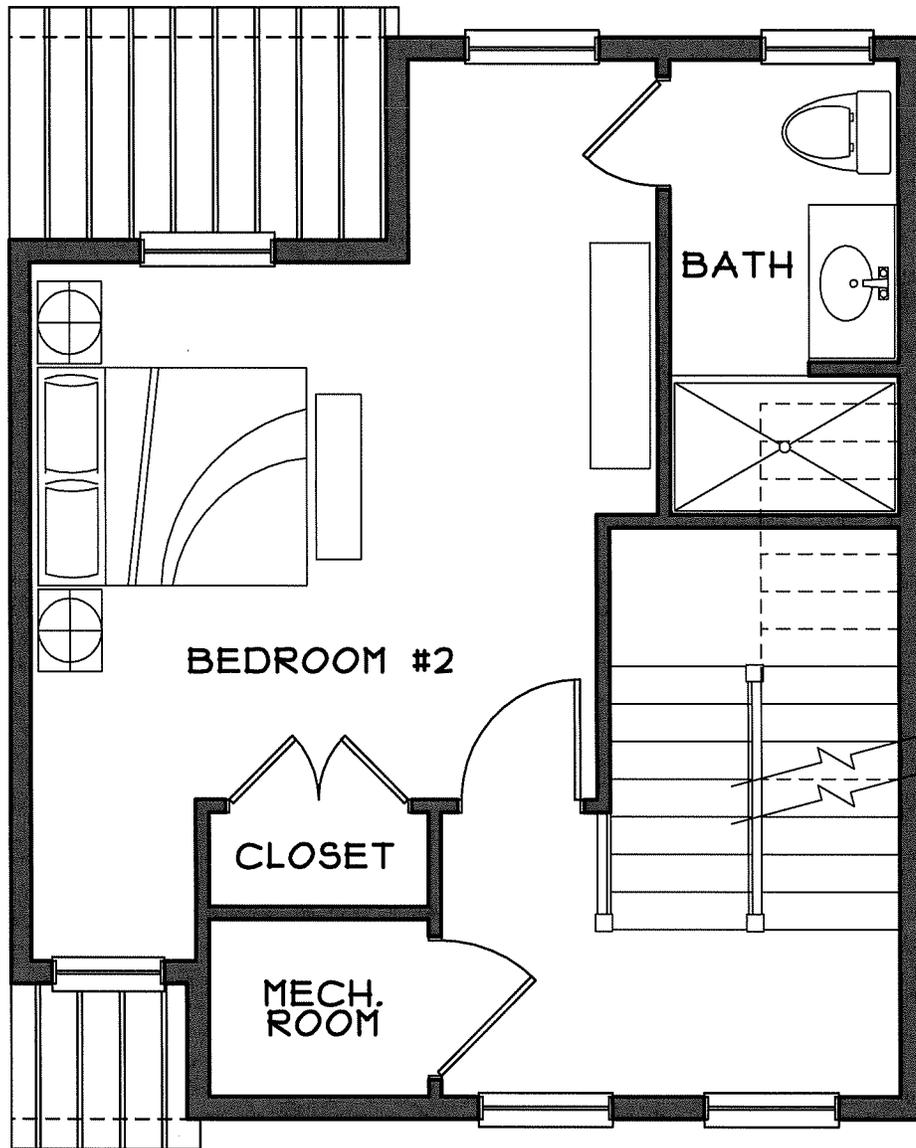
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SCALE: 1/4" = 1'-0"



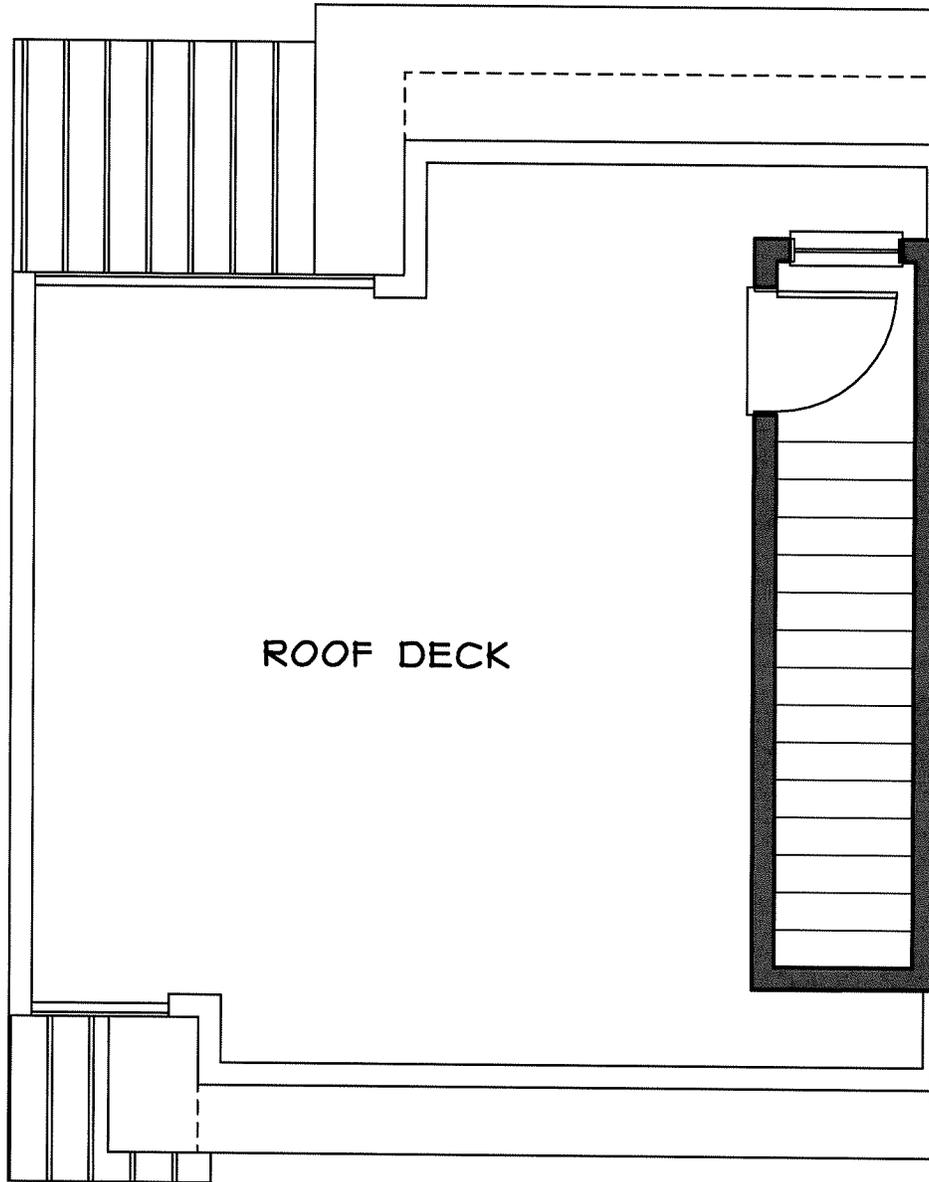
# TYPICAL CONDOMINIUM SECOND FLOOR PLAN:

SCALE: 1/4" = 1'-0"



# TYPICAL CONDOMINIUM THIRD FLOOR PLAN:

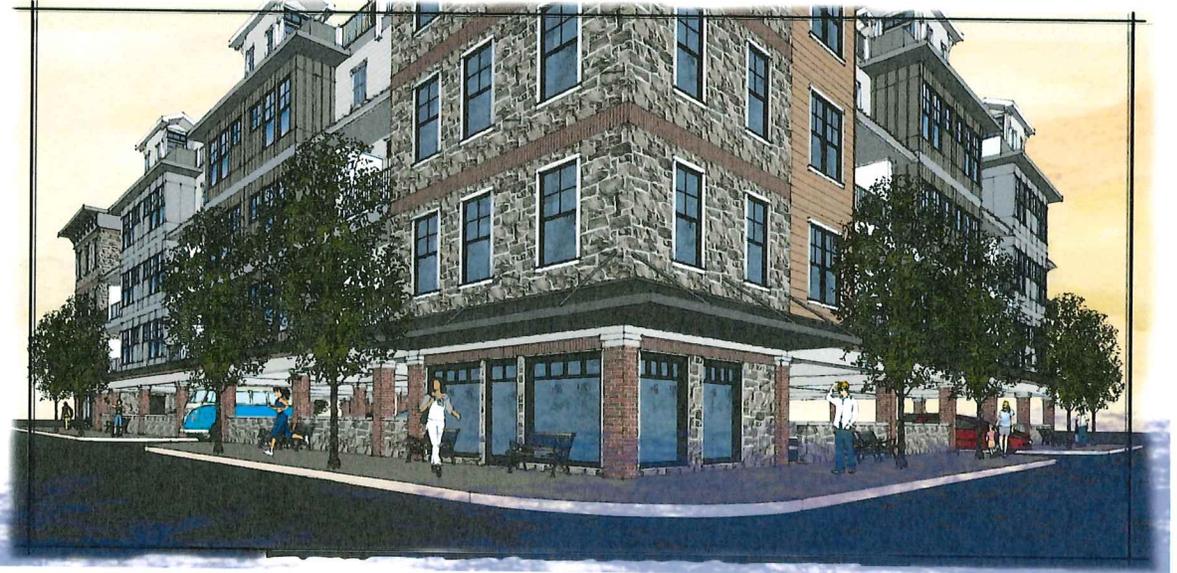
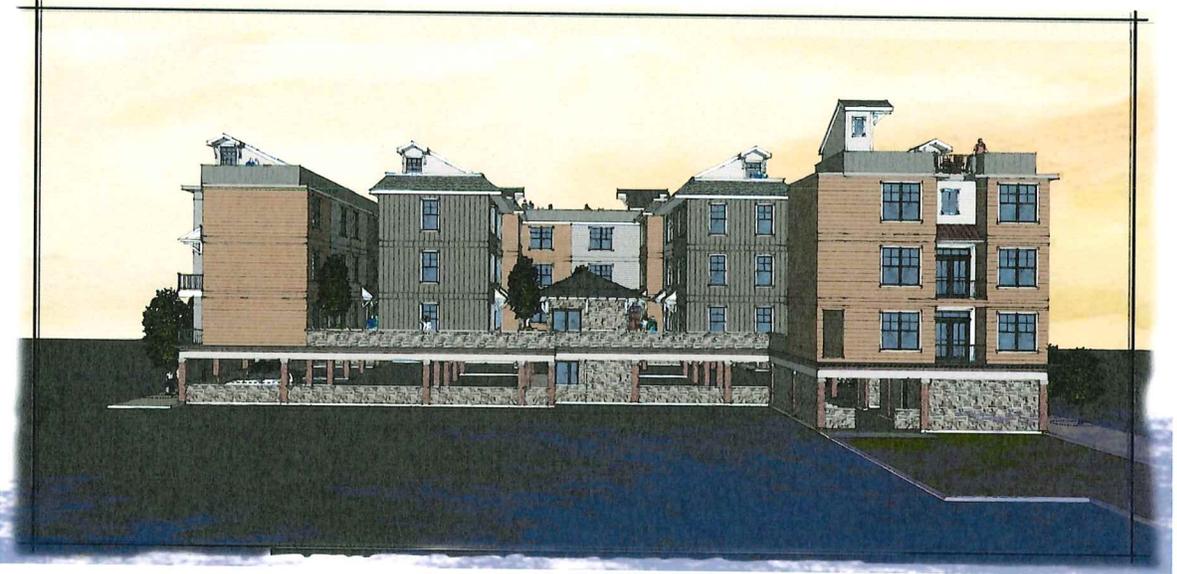
SCALE: 1/4" = 1'-0"



ROOF DECK

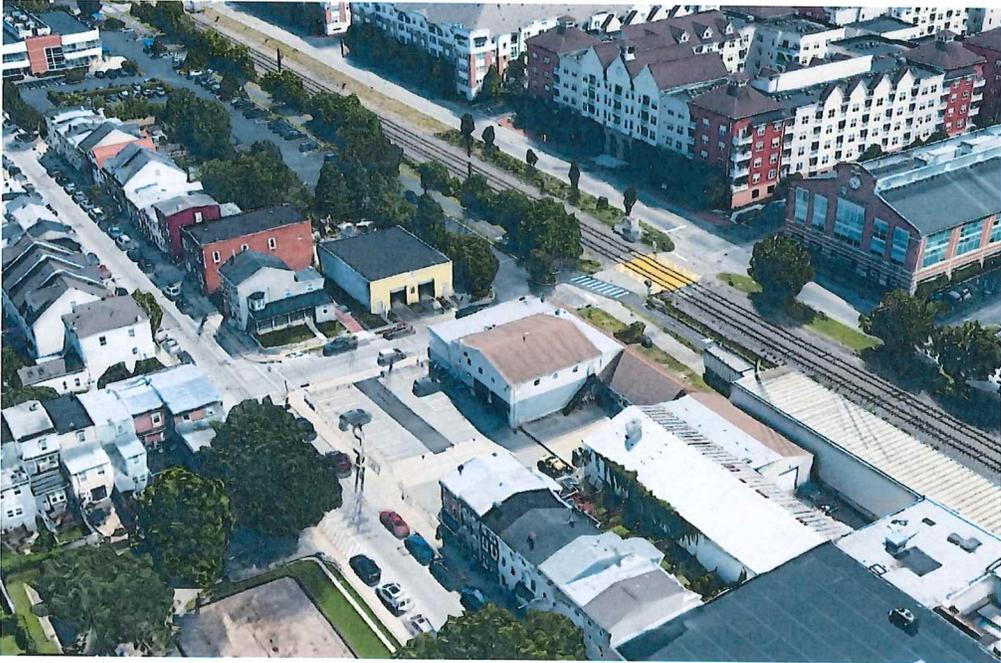
# TYPICAL CONDOMINIUM ROOF PLAN:

SCALE: 1/4" = 1'-0"





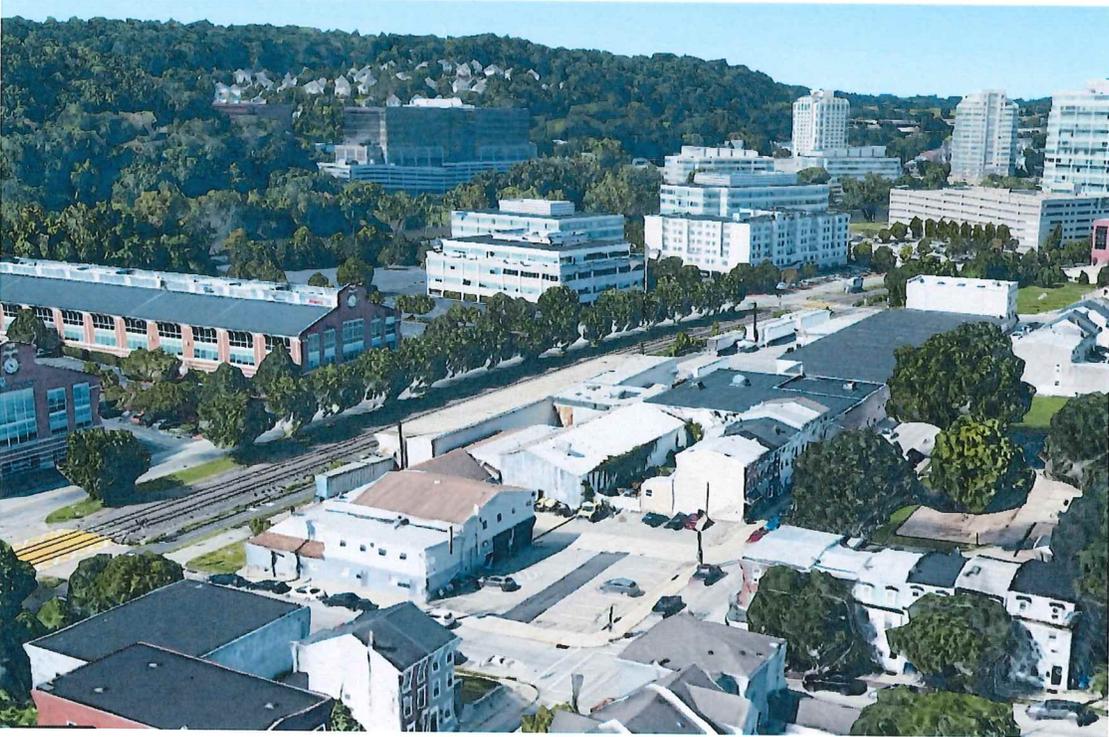
AFTER



BEFORE



AFTER



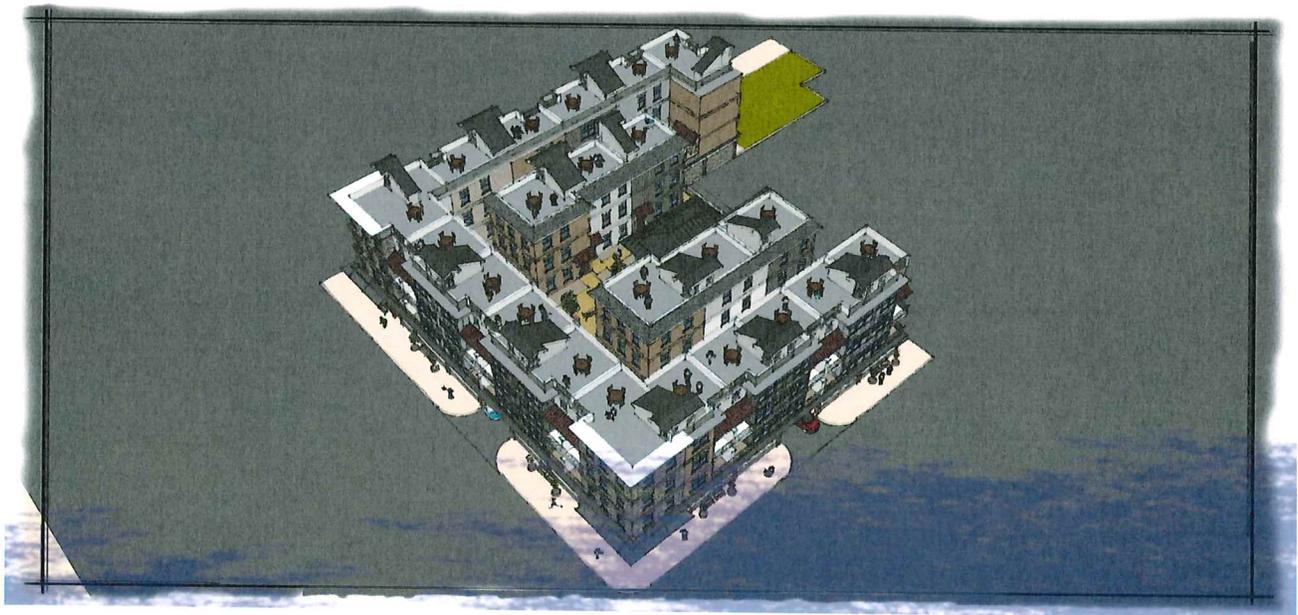
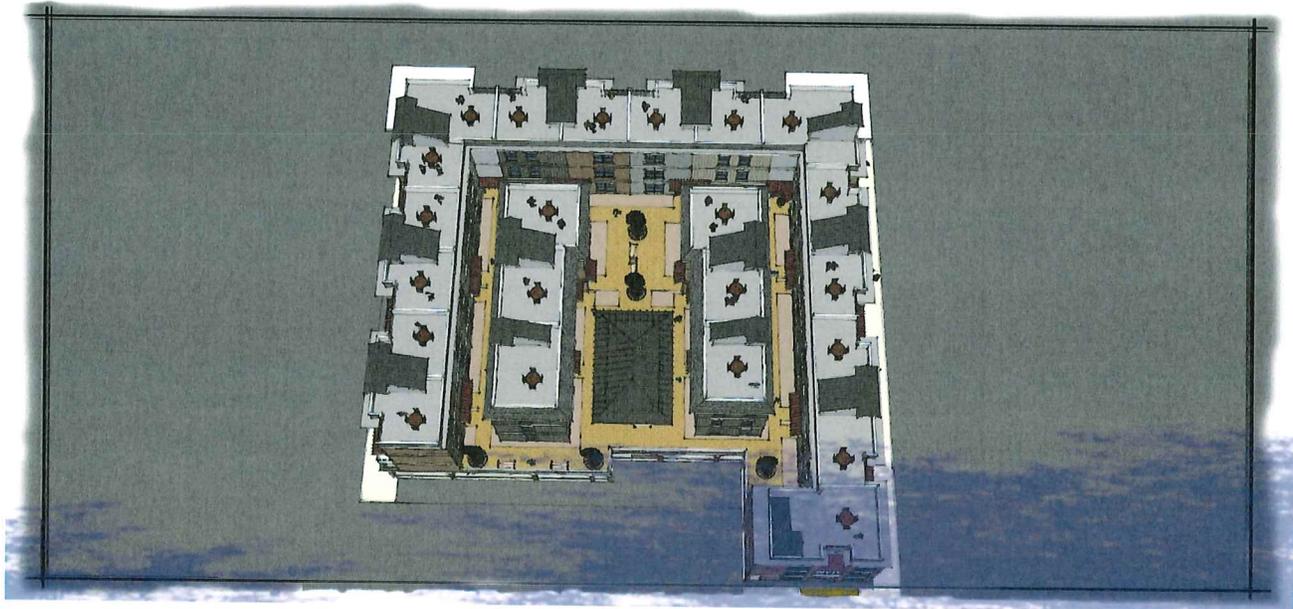
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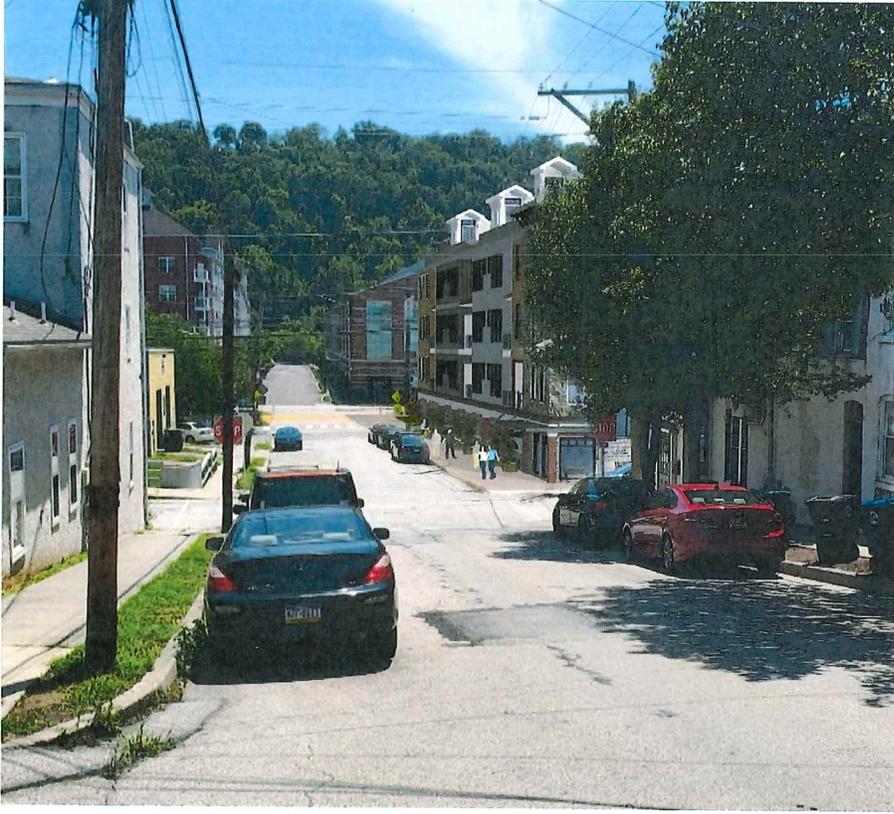


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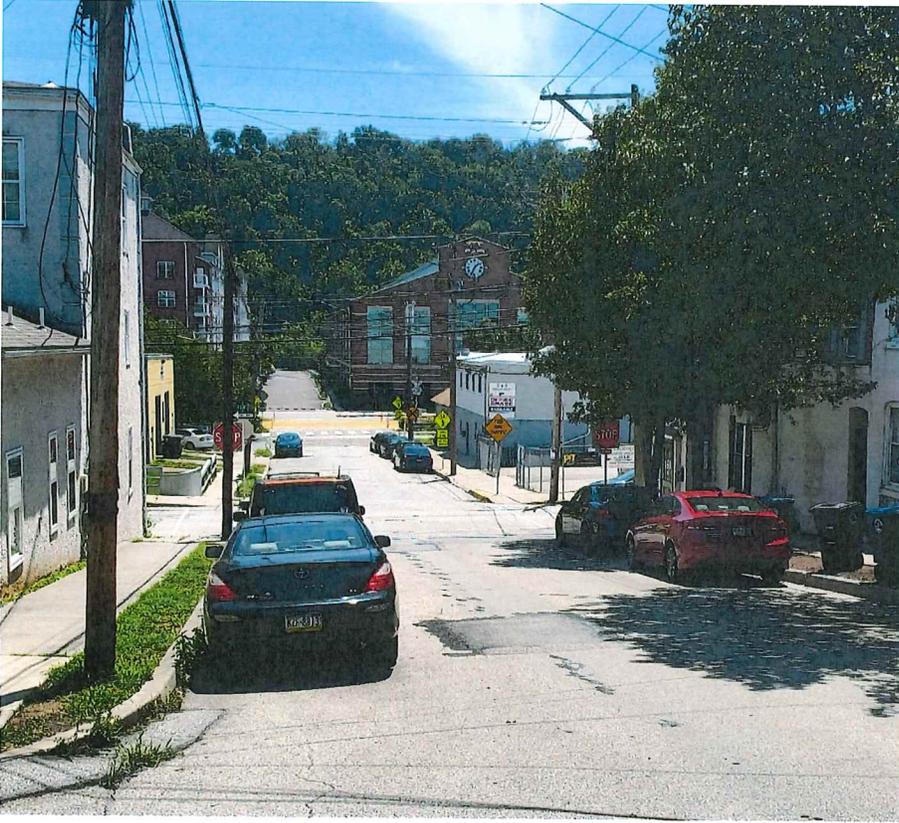


BEFORE





AFTER



BEFORE



AFTER



BEFORE



AFTER



BEFORE



AFTER



BEFORE

# ***VASTARDIS CONSULTING ENGINEERS, LLC***

## **Curriculum Vitae**

**Name:** Nicholas L. Vastardis, P.E.

**Education:** Drexel University, Philadelphia, PA  
Bachelor of Science – Civil Engineering (Construction Mgt) 1983  
Drexel University, Philadelphia, PA  
Masters of Science – Civil Engineering (Geotechnical Eng) 1987

**Registrations:** Registered Professional Engineer  
*Pennsylvania, New Jersey, Delaware, and Maryland*

### **Present Position and Responsibilities:**

Vastardis Consulting Engineers, LLC – Malvern, PA

President – Responsible for project management of residential, commercial, and institutional projects. Provide engineering design and support for all projects including site and project analysis; liaison for federal, state, and local permitting; supervision of environmental sub-consultants; various construction services including site cost estimates and specifications; client representation at public meetings and hearings; expert witness services.

### **Former Employment & Responsibilities:**

Chester Valley Engineers, Inc. – Paoli, PA (2004 to 2006)

Project Engineer/Manager – Responsible for engineering design including roadways, stormwater management systems, sanitary sewers, water systems, and erosion and sediment control for institutional, commercial, industrial and residential subdivisions and developments; construction specifications; federal, state, and local permit applications; construction cost estimates; drainage studies; supervision of draftsmen and engineering support staff; liaison with federal, state, and local agencies; client representation at public meetings and hearings.

Herbert E. MacCombie, Jr. Engineers, Inc. – Broomall, PA (2002-2004)

Project Manager/Engineer-  
Responsible for all phases of land development design and approval; residential, commercial, and institutional developments; preparation of environmental impact analysis reports.

Schoor DePalma, Inc. (CMX Engineers) – Kulpville, PA (2001-2002)

Senior Project Manager/ Department Mgr.-  
Responsible for all phases of land development design and approval; residential, commercial, and institutional developments; coordination and supervision of all engineering support staff and liaison with various in-house departments; assistant township engineer for Upper Merion Township; additional responsibilities included new business development, and the company expansion to the Exton, PA office.

Yerkes Associates, Inc. – Rosemont, PA (1992-2001)

Project Manager-  
Responsible for all phases of project design for institutional, commercial and residential developments; drainage studies; quantity takeoffs and cost estimates; site analysis studies; provide representation at public meetings.

Vastardis Construction Co., Inc. – Newtown Square, PA (1989-1992)

President-  
Responsible for day to day operations and the coordination of all employees and subcontractors on various commercial projects; new business development

Yerkes Associates, Inc. – Bryn Mawr, PA (1986-1989)

Project Engineer-  
Responsible for the design of grading, stormwater management, erosion and sediment control for various institutional, commercial, industrial, and residential developments; supervised drafting of projects.

Pennoni Associates, Inc. – Philadelphia, PA (1983-1986)

Staff Engineer-  
Responsible for the design of grading, stormwater management, erosion and sediment control for various commercial, industrial, and residential developments; supervised drafting of projects.

## **Volunteer Positions**

Achievement House Cyber Charter School – 2009 to 2015 – (President of the Board of Trustees)  
Great Valley School Board – 2000 to 2009 - Vice President (4 terms)  
Great Valley Community Arts Foundation – Former Board Treasurer  
Delaware Valley Arts Consortium – Board President  
Willistown Environmental Advisory Council – Former Member



## **HEINRICH & KLEIN ASSOCIATES, INC.**

### **TRAFFIC ENGINEERING & PLANNING**

1134 Heinrich Lane • Ambler, Pennsylvania 19002

215-793-4177 • FAX 215-793-4179

### **Andreas Heinrich, P.E., P.T.O.E. Principal**

Andreas Heinrich is a licensed Professional Engineer in Pennsylvania (PE #031080E), New Jersey (GE30117), Delaware (6467), North Carolina (15559), Illinois (062-045023), Florida (42364), South Carolina (13373) and Maryland (18831). Mr. Heinrich is certified by the Transportation Professional Certification Board, Inc. as a Professional Traffic Operations Engineer. Mr. Heinrich has also been certified by the National Council of Examiners for Engineering and Surveying. He holds a Bachelor of Science in Civil Engineering degree from Drexel University and has attended graduate level course work at Villanova University. In addition, Mr. Heinrich has completed the 1985 Highway Capacity Manual Short Course at the Polytechnic Institute of New York. Mr. Heinrich is a member of the Institute of Transportation Engineers, the American Society of Civil Engineers, the American Society of Highway Engineers, the International Municipal Signal Association, and the American Planning Association.

Mr. Heinrich has been engaged in engineering studies involving traffic engineering, transportation planning, and environmental impact assessments since 1976. He has completed engagements for a variety of public and private clients involving determination of traffic impacts and parking requirements for new land developments, quantification of traffic related noise impacts, traffic signal design, and assessing long-range planning needs of regional highway systems. Mr. Heinrich has completed area-wide Traffic Studies on behalf of twelve municipalities and the Pennsylvania Department of Transportation and has assisted more than 25 municipalities in long range planning and review of the traffic access and parking elements of new land development proposals.

Mr. Heinrich has performed studies of parking needs, site access and traffic impacts of new land developments in eight states including office buildings/parks, industrial parks and flex developments, residential projects, shopping centers/malls, hospitals and medical institutions, schools and child day care centers, and mixed-use developments.

#### **KEY PROJECTS**

- The Vanguard Group Corporate Campus, a corporate headquarters comprised of 800,000 square feet of floor space and office park comprised of an additional 580,000 square feet of floor space; The Vanguard Group, Inc. Training and Conference Center comprised of 120,000 square Feet of floor space; and, The Vanguard Group Technical Operations Center, a facility comprised of 363,264 square feet of floor space, Tredyffrin Township, PA, The Vanguard Group, Inc.
- Pennsylvania Act 209 Traffic Impact Fee Study, Roadway Sufficiency Analysis and Transportation Capital Improvements Program, West Norriton Township, Montgomery County, PA.
- Pennsylvania Act 209 Traffic Impact Fee Study, Roadway Sufficiency Analysis and Transportation Capital Improvements Program, Hatfield Township, Montgomery County, PA.
- Pennsylvania Act 209 Traffic Impact Fee Study, Roadway Sufficiency Analysis and Transportation Capital Improvements Program, East Brandywine Township, Chester County, PA.
- Pennsylvania Act 209 Traffic Impact Fee Study, Roadway Sufficiency Analysis and Transportation Capital Improvements Program, Charlestown Township, Chester County, PA.

- North Chester Road (S.R. 0352) & Paoli Pike (S.R. 2014), Traffic Study and Traffic Signal Design for intersection improvements, East Goshen Township, Chester County, PA.
- S.R. 0052 & S.R. 3025 (Lenape-Unionville Road/Wawaset Road), Traffic Analysis and Concept Design Review for Construction of a Single-Lane Roundabout, Pocopson Township, Chester County, PA.
- Delaware River City Corporation, City of Philadelphia – Delaware Avenue/Allegheny Avenue Connection of the North Delaware Greenway – Participation in the project included revision of Traffic Signal Permit Plans for trail/pedestrian crosswalks and pedestrian signal devices at two signalized intersections and four unsignalized intersections; and, reviewed signage/pavement markings for multiple trail crossings of public streets and private driveways.
- Brandywine Square Shopping Center, East Caln Township, PA, 605,000 square feet retail development, J. Loew Associates, Inc.
- Freedom Village Retirement Center, West Brandywine Township, PA, 342 independent living units plus 84 assisted care beds, The Freedom Group, Inc.
- Eagleview, Uwchlan and Upper Uwchlan Townships, PA, a mixed-use development comprised of 716 residential units, 3.5 million square feet commercial/industrial/office space, and a hotel/conference center, The Hankin Group.
- Philadelphia Park Racetrack, Bensalem Township, PA, Traffic and Parking Studies of Off-Track Betting Facilities in several suburban Philadelphia locations; and Traffic Analyses and review of vehicular access and on-site circulation for a casino addition comprised of 3,000 slot machines and associated facilities.
- Four Falls Corporate Center, Building 300, Borough of West Conshohocken, PA, 290,000 square feet of office floor space, Acorn Development Corp.
- Union Hospital, City of Elkton, Cecil County, MD, Traffic Study of downtown Elkton for construction of an In-Patient Care Facility, a new medical office building, and a multi-level parking structure.
- Merck, Sharp & Dohme, Upper Gwynedd Township, PA, 1,200,000 square feet expansion program, Access and Traffic Impact Review prepared for Upper Gwynedd Township.
- Lionville Campus, Downingtown Area School District, Uwchlan Township, PA, elementary school expansion, construction of a new middle school, and renovation of the junior high school for a second senior high school, combined enrollment 3,574 students.
- Pocono Mountain High School and Sullivan Trail Junior High School, Pocono Mountain School District, Tobyhanna Township, Monroe County, PA, high school and junior high school construction for total enrollment of 3,250 students, and design of a new traffic control signal for site access.
- 401 Plymouth Road Office Building, Plymouth Township, PA 210,000 square feet of office floor space, The Flynn Company.
- The Shoppes At English Village, Horsham Township, PA, renovation for 104,486 square feet of retail floor space, Stanbery Development.
- Fox Briar Farms and Peddler's Village, Solebury Township, PA, 129,300 square feet expansion for retail shops, 63 dwelling units, and a 100 room country inn, Peddler's Village Lahaska, Inc.
- A Technical Review of a proposed Shared Parking Ordinance for Voorhees Township, Camden County, NJ.

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261-263 E. ELM ST.  
PRELIMINARY  
FLOODPLAIN STUDY

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Borough of Conshohocken,  
PA

---

**Prepared for:**  
Craft Custom Homes, LLC

**Prepared by:**

**Kimley»Horn**

Kimley-Horn and Associates, Inc.  
50 South 16<sup>th</sup> Street  
Two Liberty Place, Suite 3010  
Philadelphia, PA, 19102

Prepared: March 18, 2021

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 3.1. Corrected Effective ..... 2  
 3.2. Proposed Conditions..... 2  
 4. CONCLUSION AND RECOMMENDATIONS ..... 6

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**APPENDICES**

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- Figure 1. Vicinity Map
- Figure 2. HEC-RAS Summary Map
- Figure 3. Corrected Effective Topographic Map
- Figure 4. Proposed Conditions Topographic Map
- Figure 5. Existing Conditions Grading
- Figure 6. Proposed Grading Plan
- Figure 7. Effective FIRMette

Appendix B. Corrected Effective HEC-RAS

Appendix C. Proposed Conditions HEC-RAS

## 1. INTRODUCTION

### 1.1. PURPOSE

The purpose of this study is to present the results of a no-rise analysis for the proposed development of 261-263 E. Elm St. in the Borough of Conshohocken in Montgomery County, Pennsylvania. The site is currently partially shown in a FEMA Zone AE Special Flood Hazard Area (SFHA) on the effective Flood Insurance Rate Map (FIRM). Per the Conshohocken Borough Floodplain Conservation District Ordinance, no permit shall be granted for any construction, development, use, or activity within any AE area/district unless it is demonstrated that the cumulative effect of the proposed development would not, together with all other existing and anticipated development, increase the base flood elevation (BFE) more than one (1) foot at any point. The purpose of this study is to preliminarily evaluate the impacts of the proposed project on the BFEs.

### 1.2. PROJECT DESCRIPTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) serves as the engineering consultant for Craft Custom Homes, LLC, who is proposing to redevelop the site at 261-263 E. Elm St. and place fill within the Zone AE SFHA of the Schuylkill River. The site is bound by E. Elm St. to the north, Ash St. to the east, Poplar St. to the west, and Schuylkill River Trail to the south (Figure 1).

The study area is located on effective Flood Insurance Rate Map (FIRM) number 42091C0358G (Figure 3). The effective Flood Insurance Study (FIS) for Montgomery County, PA is dated March 2, 2016. The proposed development is located within a Zone AE SFHA with Floodway on the effective FIRM.

## 2. HYDROLOGY

The effective hydrologic and hydraulic models from FEMA were obtained at the beginning of the project. A FEMA Flood Insurance Study (FIS) has been completed to establish the floodplain on this portion of the Schuylkill River. The peak discharges from the FIS were used in this analysis. The hydrologic model from FEMA was used for this analysis.

## 3. HYDRAULICS

The hydraulic model was prepared from the HEC-2 hydraulic model from FEMA provided by the client. This HEC-2 model was imported into HEC-RAS Version 5.0.7 to create a Duplicate Effective model for the analysis.

### 3.1. CORRECTED EFFECTIVE

A copy of the Duplicate Effective model was used to prepare the Corrected Effective model. Cross-sections 103278 and 103063 were added to intersect with the site. Figure 2 illustrates the HEC-RAS cross-section layout with the added cross-sections on the site. These added cross-sections were cut based on new terrain built from onsite topographic survey and publicly available LiDAR. Figure 3 shows the topography of the existing conditions and Figure 5 shows the existing conditions grading. Results of the Corrected Effective model are included in Appendix B.

### 3.2. PROPOSED CONDITIONS

A copy of the Corrected Effective model was used to prepare the Proposed Conditions model. Onsite cross-sections 103278 and 103063 were updated to show the proposed grading plan for the project. Figure 4 displays the topography of the proposed grading plan and Figure 5 shows the proposed conditions grading plan. The cross-sections and results of the proposed conditions model are included in Appendix C.

The comparison of corrected effective versus proposed conditions models show that there is an increase in water surface elevations for the 100-year storm event. See Table 3-1 below for a comparison of 100-year water surface elevations between the existing and proposed conditions HEC-RAS model. The 100-year event storm event shows a maximum rise of 0.01 feet.

Table 3-1. HEC-RAS Results Summary (FIS Discharges)

River Station	Profile	Corrected Effective		Proposed Conditions		Change in W.S. Elev (ft)
		Q Total	W.S. Elev	Q Total	W.S. Elev	
		(cfs)	(ft)	(cfs)	(ft)	
148266	100 YR	109000.00	82.60	109000.00	82.60	0
147996	100 YR	109000.00	82.23	109000.00	82.23	0
147978.5	100 YR	Bridge		Bridge		0
147961	100 YR	109000.00	82.22	109000.00	82.22	0
147907	100 YR	109000.00	82.09	109000.00	82.09	0
147855	100 YR	109000.00	81.95	109000.00	81.96	0.01
147816	100 YR	Bridge		Bridge		0
147777	100 YR	109000.00	81.90	109000.00	81.90	0
147468	100 YR	109000.00	81.86	109000.00	81.86	0
146836	100 YR	109000.00	81.62	109000.00	81.62	0
146261	100 YR	109000.00	81.26	109000.00	81.26	0
145718	100 YR	109000.00	81.09	109000.00	81.09	0
145322	100 YR	109000.00	81.05	109000.00	81.05	0
144123	100 YR	109000.00	80.78	109000.00	80.78	0
143224	100 YR	109000.00	80.61	109000.00	80.61	0
142252	100 YR	109000.00	80.38	109000.00	80.38	0
141305	100 YR	109000.00	80.19	109000.00	80.19	0
140315	100 YR	109000.00	79.98	109000.00	79.98	0
139246	100 YR	109000.00	79.80	109000.00	79.80	0
138319	100 YR	109000.00	79.26	109000.00	79.26	0
137179	100 YR	109000.00	78.96	109000.00	78.96	0
136547	100 YR	109000.00	78.80	109000.00	78.80	0
135965	100 YR	109000.00	78.69	109000.00	78.69	0
135309	100 YR	109000.00	78.52	109000.00	78.52	0
134634	100 YR	109000.00	78.30	109000.00	78.30	0
133727	100 YR	109000.00	78.06	109000.00	78.06	0
132707	100 YR	109000.00	78.02	109000.00	78.02	0
132065	100 YR	109000.00	78.01	109000.00	78.01	0
131298	100 YR	109000.00	77.87	109000.00	77.87	0
130606	100 YR	109000.00	77.71	109000.00	77.71	0
129999	100 YR	109000.00	77.46	109000.00	77.46	0

River Station	Profile	Corrected Effective		Proposed Conditions		Change in W.S. Elev (ft)
		Q Total	W.S. Elev	Q Total	W.S. Elev	
		(cfs)	(ft)	(cfs)	(ft)	
129552	100 YR	109000.00	77.32	109000.00	77.32	0
129008	100 YR	109000.00	76.98	109000.00	76.98	0
128834	100 YR	109000.00	76.90	109000.00	76.90	0
128814.5	100 YR	Bridge		Bridge		0
128795	100 YR	109000.00	76.86	109000.00	76.86	0
128638	100 YR	109000.00	76.80	109000.00	76.80	0
128215	100 YR	109000.00	76.74	109000.00	76.74	0
127766	100 YR	109000.00	76.54	109000.00	76.54	0
127339	100 YR	109000.00	76.52	109000.00	76.52	0
127040	100 YR	109000.00	76.13	109000.00	76.13	0
127032	100 YR	Bridge		Bridge		0
127024	100 YR	109000.00	75.97	109000.00	75.97	0
126951	100 YR	109000.00	76.12	109000.00	76.12	0
126845	100 YR	109000.00	76.11	109000.00	76.11	0
126779	100 YR	109000.00	76.08	109000.00	76.08	0
126715	100 YR	109000.00	76.05	109000.00	76.05	0
126702	100 YR	Bridge		Bridge		0
126689	100 YR	109000.00	76.01	109000.00	76.01	0
126497	100 YR	109000.00	75.94	109000.00	75.94	0
126190	100 YR	109000.00	75.79	109000.00	75.79	0
125738	100 YR	109000.00	75.66	109000.00	75.66	0
125718	100 YR	109000.00	75.44	109000.00	75.44	0
125698	100 YR	109000.00	75.58	109000.00	75.58	0
125608	100 YR	109000.00	75.56	109000.00	75.56	0
125596	100 YR	Bridge		Bridge		0
125584	100 YR	109000.00	75.56	109000.00	75.56	0
125295	100 YR	109000.00	75.43	109000.00	75.43	0
124990	100 YR	109000.00	75.30	109000.00	75.30	0
124959.5	100 YR	Bridge		Bridge		0
124929	100 YR	109000.00	75.14	109000.00	75.14	0
124445	100 YR	109000.00	74.93	109000.00	74.93	0
123663	100 YR	109000.00	74.50	109000.00	74.50	0
122951	100 YR	109000.00	73.93	109000.00	73.93	0
122312	100 YR	109000.00	73.80	109000.00	73.80	0
121490	100 YR	109000.00	73.46	109000.00	73.46	0
120802	100 YR	109000.00	73.18	109000.00	73.18	0

River Station	Profile	Corrected Effective		Proposed Conditions		Change in W.S. Elev (ft)
		Q Total	W.S. Elev	Q Total	W.S. Elev	
		(cfs)	(ft)	(cfs)	(ft)	
120200	100 YR	109000.00	72.76	109000.00	72.76	0
119282	100 YR	109000.00	72.27	109000.00	72.27	0
118934	100 YR	109000.00	71.93	109000.00	71.93	0
118798	100 YR	109000.00	71.61	109000.00	71.61	0
118737	100 YR	109000.00	71.54	109000.00	71.54	0
118675	100 YR	109000.00	71.50	109000.00	71.50	0
118651	100 YR	109000.00	71.46	109000.00	71.46	0
118490	100 YR	109000.00	71.54	109000.00	71.54	0
118005	100 YR	109000.00	71.41	109000.00	71.41	0
117330	100 YR	109000.00	70.96	109000.00	70.96	0
116307	100 YR	109000.00	70.23	109000.00	70.23	0
115807	100 YR	109000.00	69.86	109000.00	69.86	0
114577	100 YR	109000.00	69.28	109000.00	69.28	0
114062	100 YR	109000.00	69.21	109000.00	69.21	0
113859	100 YR	109000.00	69.03	109000.00	69.03	0
113835	100 YR	Bridge		Bridge		0
113811	100 YR	109000.00	69.01	109000.00	69.01	0
113597	100 YR	109000.00	68.96	109000.00	68.96	0
112467	100 YR	109000.00	68.59	109000.00	68.59	0
111334	100 YR	109000.00	68.38	109000.00	68.38	0
110666	100 YR	109000.00	68.24	109000.00	68.24	0
110054	100 YR	109000.00	67.95	109000.00	67.95	0
109548	100 YR	109000.00	67.64	109000.00	67.64	0
109276	100 YR	109000.00	67.24	109000.00	67.24	0
109192	100 YR	Bridge		Bridge		0
109108	100 YR	109000.00	67.12	109000.00	67.12	0
108858	100 YR	109000.00	67.06	109000.00	67.06	0
108437	100 YR	109000.00	66.95	109000.00	66.95	0
108025	100 YR	109000.00	66.82	109000.00	66.82	0
107856	100 YR	109000.00	66.77	109000.00	66.77	0
107836	100 YR	109000.00	66.28	109000.00	66.28	0
107816	100 YR	109000.00	66.48	109000.00	66.48	0
107696	100 YR	109000.00	66.44	109000.00	66.44	0
107348	100 YR	109000.00	66.21	109000.00	66.21	0
106758	100 YR	109000.00	65.77	109000.00	65.78	0.01
106049	100 YR	109000.00	65.09	109000.00	65.09	0

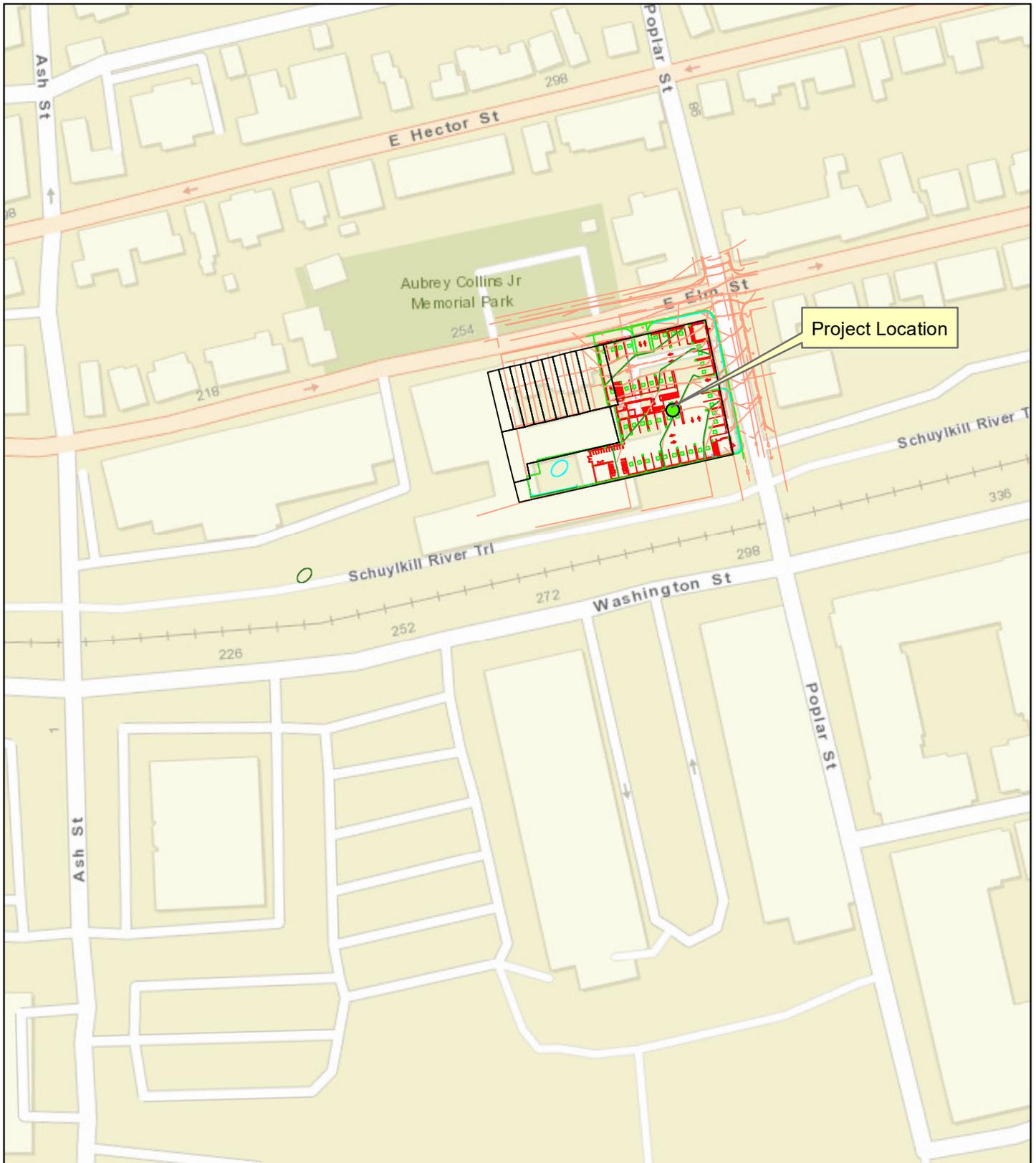
River Station	Profile	Corrected Effective		Proposed Conditions		Change in W.S. Elev (ft)
		Q Total	W.S. Elev	Q Total	W.S. Elev	
		(cfs)	(ft)	(cfs)	(ft)	
105690	100 YR	109000.00	65.05	109000.00	65.05	0
105514	100 YR	109000.00	65.04	109000.00	65.04	0
105474.5	100 YR	Bridge		Bridge		0
105435	100 YR	109000.00	64.79	109000.00	64.79	0
105266	100 YR	109000.00	64.49	109000.00	64.49	0
104860	100 YR	109000.00	64.07	109000.00	64.07	0
104344	100 YR	109000.00	63.41	109000.00	63.41	0
103793	100 YR	109000.00	62.79	109000.00	62.79	0
103278	100 YR	109000.00	62.41	109000.00	62.41	0
103063	100 YR	109000.00	62.07	109000.00	62.07	0
102843	100 YR	109000.00	61.94	109000.00	61.94	0
102205	100 YR	109000.00	61.52	109000.00	61.52	0
101667	100 YR	109000.00	61.18	109000.00	61.18	0
101095	100 YR	109000.00	60.95	109000.00	60.95	0
100491	100 YR	109000.00	60.78	109000.00	60.78	0
99703	100 YR	109000.00	60.35	109000.00	60.35	0
99111	100 YR	109000.00	59.74	109000.00	59.74	0
98439	100 YR	109000.00	59.48	109000.00	59.48	0
97712	100 YR	109000.00	59.19	109000.00	59.19	0
97059	100 YR	109000.00	58.47	109000.00	58.47	0
96094	100 YR	109000.00	57.19	109000.00	57.19	0
95310	100 YR	109000.00	56.85	109000.00	56.85	0
94285	100 YR	109000.00	56.30	109000.00	56.30	0
93233	100 YR	109000.00	55.53	109000.00	55.53	0
92033	100 YR	109000.00	55.32	109000.00	55.32	0
91406	100 YR	109000.00	55.11	109000.00	55.11	0
90774	100 YR	109000.00	55.01	109000.00	55.01	0

#### 4. CONCLUSION AND RECOMMENDATIONS

The proposed re-development of 261 -263 E. Elm St. will consist of filling within a FEMA Zone AE SFHA. Per the Conshohocken Borough Floodplain Conservation District Ordinance, no permit shall be granted for any construction, development, use, or activity within any AE area/district unless it is demonstrated that the cumulative effect of the proposed development would not, together with all other existing and anticipated development, increase the base flood elevation (BFE) more than one (1) foot at any point.

The hydrologic and hydraulic analysis that was completed in this study shows that the development causes up to 0.01-ft of rise in the 100-year water surface elevations. The rise is below the one (1) foot threshold set forth in the Conshohocken Borough Floodplain Conservation District Ordinance and therefore meets the requirements.

## APPENDIX A: FIGURES



**Figure 1**

Vicinity Map

261-263 E. Elm St.  
Conshohocken, PA



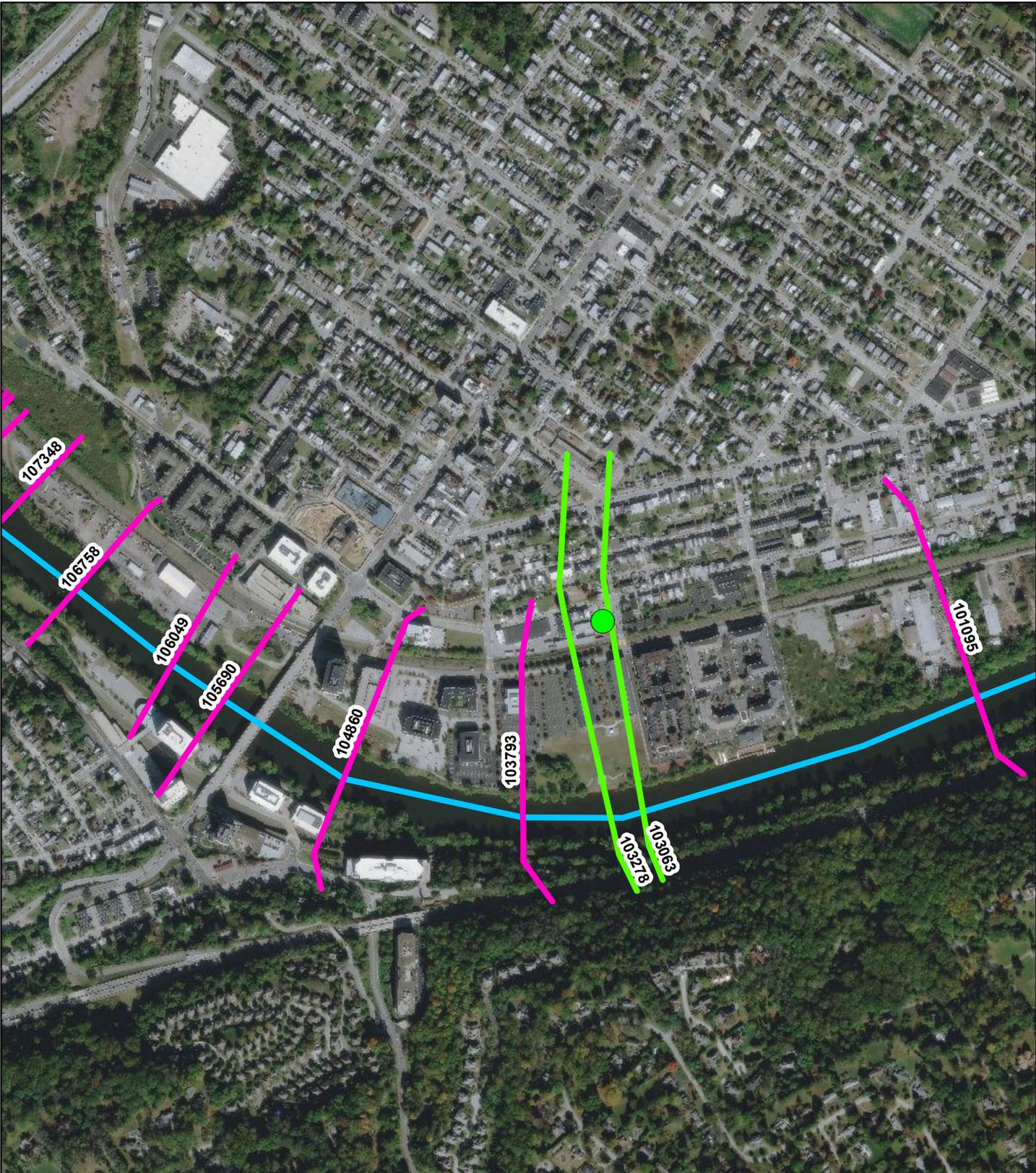
0 150 300  
Feet



**Kimley»Horn**

STATE PLANE COORDINATE SYSTEM  
PENNSYLVANIA SOUTH - NAD 83  
VERTICAL DATUM NAVD88

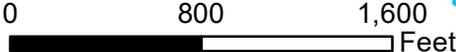
February 2021



**Figure 2**

HEC-RAS Summary Map

261-263 E. Elm St.  
Conshohocken, PA



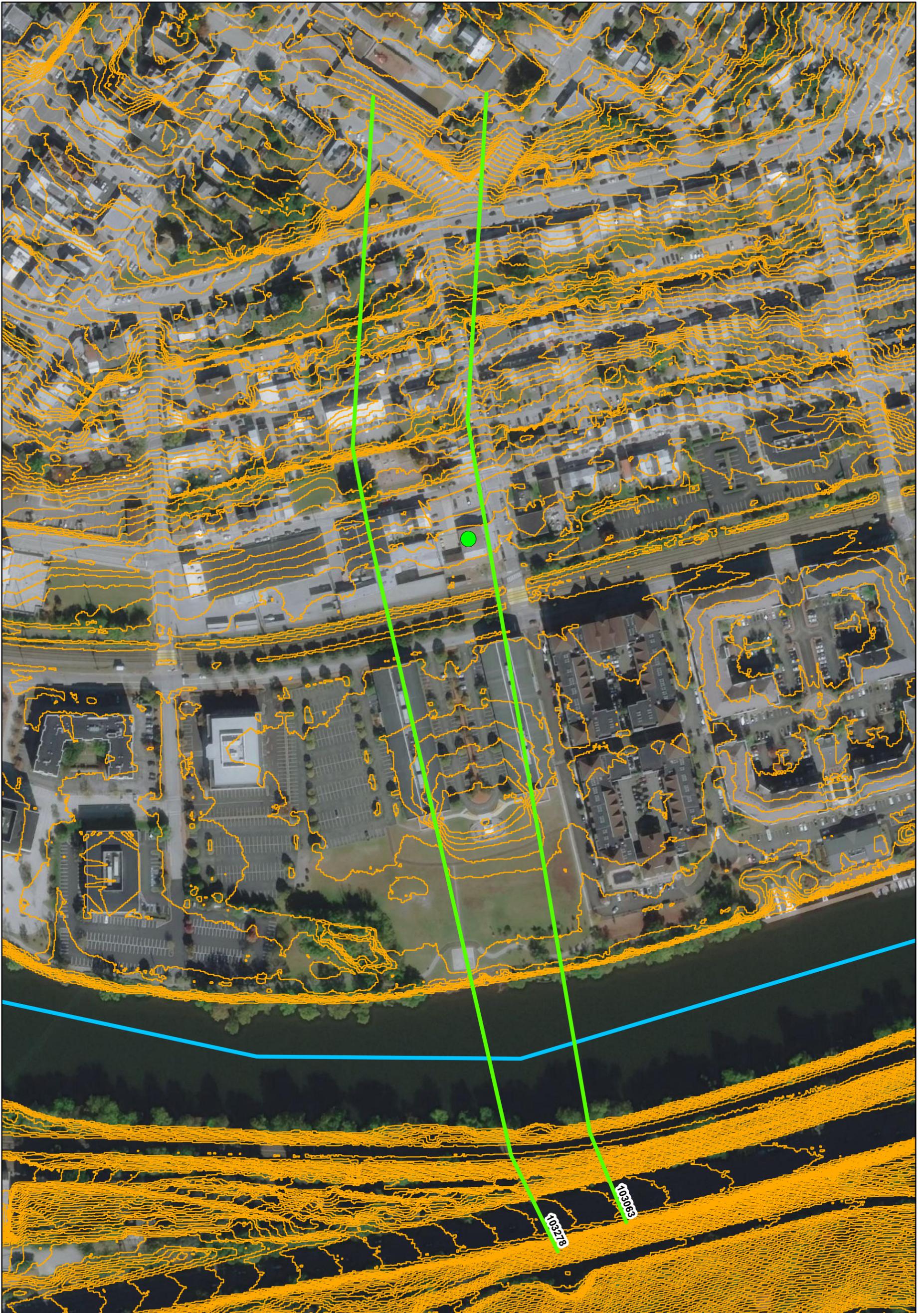
**Legend**

- Project Location
- Added Cross-Sections
- FEMA Cross-Sections
- Schuylkill River

**Kimley»Horn**

STATE PLANE COORDINATE SYSTEM  
PENNSYLVANIA SOUTH - NAD 83  
VERTICAL DATUM NAVD88

February 2021



**Figure 3**

Corrected Effective  
Topographic Map

261-263 E. Elm St.  
Conshohocken, PA



0 200 400  
Feet

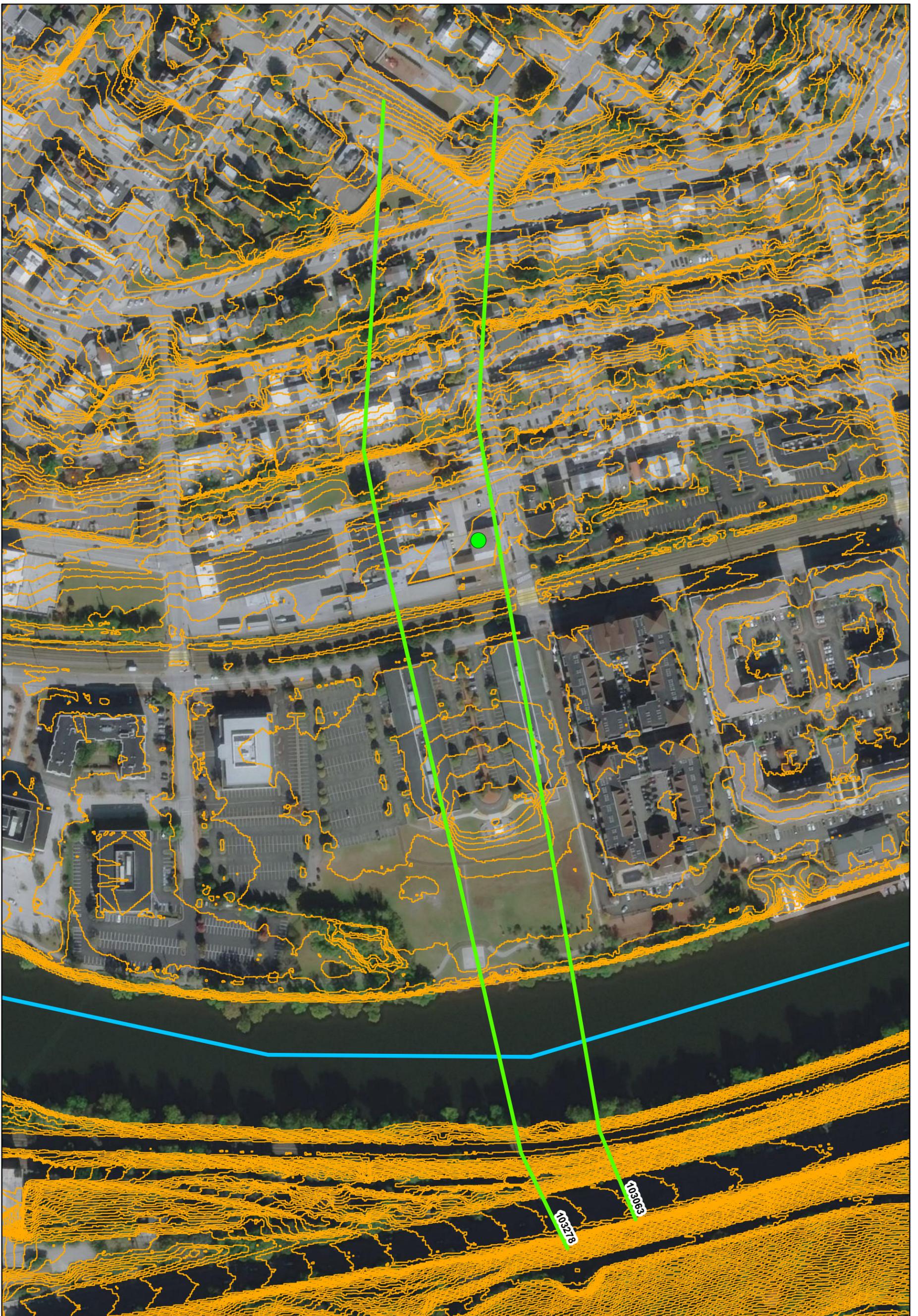
**Legend**

- Project Location
- Added Cross-Sections
- Schuylkill River
- Existing 2-ft Contours

**Kimley»Horn**

STATE PLANE COORDINATE SYSTEM  
PENNSYLVANIA SOUTH - NAD 83  
VERTICAL DATUM NAVD88

February 2021



**Figure 4**

Proposed Conditions  
Topographic Map

261-263 E. Elm St.  
Conshohocken, PA



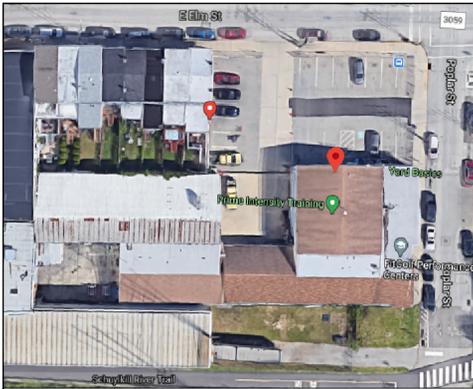
**Legend**

- Project Location
- Added Cross-Sections
- Schuylkill River
- Proposed 2-ft Contours

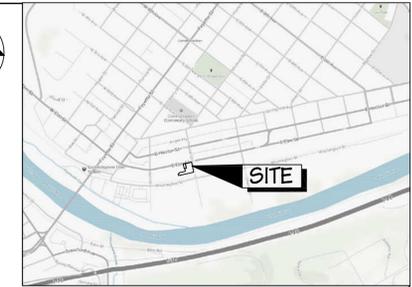
**Kimley»Horn**

STATE PLANE COORDINATE SYSTEM  
PENNSYLVANIA SOUTH - NAD 83  
VERTICAL DATUM NAVD88

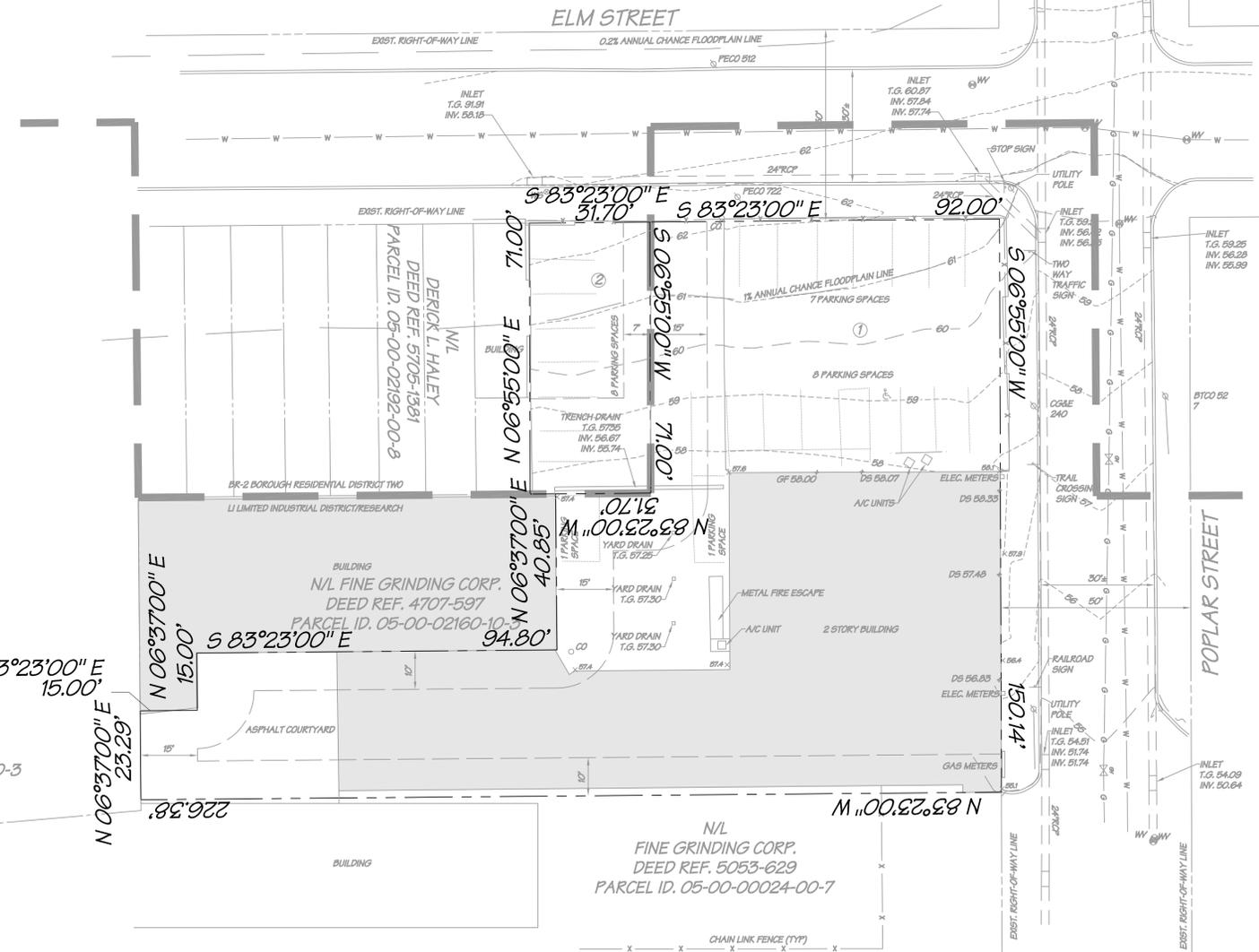
February 2021



AERIAL MAP  
SCALE 1"=50'



LOCATION MAP  
NOT TO SCALE



**GENERAL NOTES**

- PHYSICAL FEATURES SHOWN HEREON OBTAINED BY A FIELD SURVEY COMPLETED ON AUGUST 29, 2018.
- HORIZONTAL DATUM IS BASED ON DEED BEARINGS. VERTICAL DATUM IS REFERENCED TO NAVD83.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS PLAN IS REPRESENTATIVE OF EXISTING CONDITIONS FOR WHICH VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO) WAS CONTRACTED TO PERFORM, EXCEPT ANY RECORDED OR UNRECORDED EASEMENTS WHICH MAY NOT BE VISIBLE OR SUPPLIED TO VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO).
- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON FIELD SURVEY AND SURFACE OBSERVATION. VASTARDIS CONSULTING ENGINEERS, LLC (VCELLO) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. VCELLO DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION. THEREFORE, VCELLO SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN ON THE DRAWINGS IN A LOCATION OTHER THAN WHERE IT IS ACTUALLY DISCOVERED UPON EXCAVATION. VCELLO HAS NOT PHYSICALLY EXCAVATED AND LOCATED ANY UNDERGROUND LINES.
- FLOODPLAIN BOUNDARIES ARE PLOTTED FROM FEMA FLOOD INSURANCE RATE MAP NO. 4209IC0268G, REVISED 03/02/2016. SUBJECT PROPERTY PARTIALLY LIES WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN. FLOOD PLAIN BOUNDARY IS APPROXIMATE.
- REFERENCE IS MADE TO A PLAN ENTITLED "JOSEPH G. PROETTO LAND SUBDIVISION PLAN", PREPARED BY JOHN L. DZIEDZIC INC., PLAN NO. 8226, DATED 01/22/1993, LAST REVISED 03/14/1993, AND RECORDED IN THE MONTGOMERY COUNTY RECORDER OF DEEDS OFFICE PLAN NO. 840 PAGE 191.

**ZONING REQUIREMENT**

	REQUIRED	EXISTING
<b>LI - LIMITED INDUSTRIAL DISTRICT</b>		
MIN. LOT AREA	N/A	19,785 S.F.
MIN. FRONT YARD SETBACK	25 FT.**	0 FT.
MIN. SIDE YARD SETBACK	10 FT.***	0 FT.
MIN. REAR YARD SETBACK	15 FT. (25 FT. RESIDENTIAL)****	20.6 FT.
MAX. BUILDING COVERAGE	50%	47.5%
MAX. IMPERVIOUS SURFACES	75%	98.0%*
* EXISTING NON-CONFORMING		
<b>BR-2 BOROUGH RESIDENTIAL DISTRICT TWO</b>		
MIN. LOT AREA	1,800 S.F.	2,290 S.F.
MIN. LOT WIDTH	18 FT.	31.7 FT.
MIN. FRONT YARD SETBACK	15 FT.***	N/A
MIN. SIDE YARD SETBACK	7 FT.****	N/A
MIN. REAR YARD SETBACK	25 FT.	N/A
MAX. BUILDING COVERAGE	40%	N/A
MAX. IMPERVIOUS SURFACES	50%	100%*
* EXISTING NON-CONFORMING		

\*\* EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED.  
 \*\*\* EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 15 FEET.  
 \*\*\*\* EXCEPT WHERE THE PROPERTY ADJOINS A RESIDENTIAL USE OR DISTRICT, THEN THE SETBACK SHALL BE INCREASED TO 25 FEET.  
 \*\*\*\*\* EXCEPT WHERE A BUILDING LINE HAS BEEN ESTABLISHED, THEN THE BUILDING LINE OF THE MAJORITY OF THE BUILDINGS ON THAT SIDE OF THE BLOCK SHALL BE USED. NO CASE SHALL THE SETBACK BE LESS THAN 10 FT. FROM THE FACE OF CURB.  
 \*\*\*\*\* 7 FT. FOR END UNITS, NOT MORE THAN 8 SINGLE FAMILY ATTACHED DWELLING UNITS PER SERIES SHALL BE PERMITTED.  
 REFER TO THE BOROUGH OF CONSHOHOCKEN ZONING ORDINANCE FOR COMPLETE TEXT OF ALL REGULATIONS.

**PROPERTY OWNER**  
 JOHN J. STALEY SR., JOSEPH F. STALEY, & JOHN J. STALEY, JR.  
 224 FOX RUN ROAD  
 KING OF PRUSSIA, PA 19406

**EQUITABLE OWNER**  
 CRAFT CUSTOM HOMES, LLC  
 541 E. HECTOR ST.  
 CONSHOHOCKEN, PA 19406

**PROPERTY INFORMATION**

① DEED REF. 8292-2291 PARCEL ID. 05-00-02200-00-9	<b>SITE ADDRESS:</b> 261-263 E. ELM STREET CONSHOHOCKEN, PA 19428
② DEED REF. 8292-2291 PARCEL ID. 05-00-02196-00-4	

**IMPERVIOUS COVERAGE**

	EXISTING	
① BUILDING	9,249 S.F.	47.5%
ASPHALT/CONCRETE	10,224 S.F.	50.7%
<b>TOTAL</b>	<b>19,287 S.F.</b>	
② ASPHALT	2,550 S.F.	100.0%



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-486-1776. NON-MEMBERS MUST BE CONTACTED DIRECTLY. PA ACT 172 (1980) REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.

OSHA 1926.651 SPECIAL EXCAVATION REQUIREMENTS (A) PRIOR TO OPENING AN EXCAVATION, REPORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND UTILITIES (E.G. POWER, TELEPHONE, GAS, ELECTRIC, WATER, ETC.) WILL BE ENCOUNTERED, AND IF SO, WHERE SUCH UNDERGROUND UTILITIES ARE LOCATED. WHERE THE EXCAVATION OPERATIONS ARE THE RESPONSIBILITY OF ANOTHER PARTY, THE LOCATION SHALL BE DETERMINED AND WHEN IT IS UNKNOWN, PROPER NOTICES SHALL BE OBTAINED FOR THE OWNER OF SUCH UTILITIES. SUCH NOTICES SHALL BE OBTAINED AND MAINTAINED FOR THE DURATION OF THE PROJECT.

OUTSIDE PENNA. OR IN THE PITTSBURGH AREA WE CAN ALSO BE REACHED AT 412-552-7100

PA ONE CALL  
 SERIAL NO. 20203270139  
 TAX PARCEL ID. FOLIO #05-00-02200-00-9  
 TAX PARCEL ID. FOLIO #50-00-02196-00-4

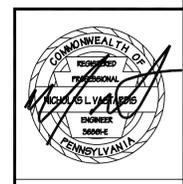
**LEGEND**

--- 62	EXIST. 5' CONTOURS
--- 69	EXIST. 1' CONTOURS
---	EXIST. BOUNDARY LINE
---	EXIST. RIGHT-OF-WAY
---	EXIST. BUILDING SETBACK LINE
---	EXIST. FLOODPLAIN BOUNDARY
---	EXIST. WATER LINE
---	EXIST. UNDERGROUND GAS LINE
---	EXIST. SANITARY SEWER LINE
---	EXIST. OVERHEAD ELECTRIC LINE
X 57.4	EXIST. SPOT ELEVATION
X DS 58.07	EXIST. DOOR SILL ELEVATION
WS	EXIST. WATER SERVICE
WV	EXIST. WATER VALVE
SH	EXIST. SANITARY MANHOLE
CO	EXIST. CLEANOUT
UP	EXIST. UTILITY POLE
---	ZONING DISTRICT BOUNDARY LINE

**SHEET INDEX**

EXISTING CONDITIONS PLAN	SHEET 1
DEMOLITION PLAN	SHEET 2
PRELIMINARY/FINAL LAND DEVELOPMENT PLAN	SHEET 3
EROSION AND SEDIMENTATION CONTROL PLAN	SHEET 4
DETAIL SHEET 1	SHEET 5
DETAIL SHEET 2	SHEET 6
LANDSCAPE AND LIGHTING PLAN	SHEET 7

\*TO BE RECORDED



NUM.	DATE	REVISION

**VASTARDIS CONSULTING ENGINEERS, LLC**  
 28 Harvey Lane | Mahan, PA 19265 | Ph: 610.644.9665 | Fax: 610.644.3709 | Email: vcello@vaston.net

PLAN PREPARED FOR:  
**CRAFT CUSTOM HOMES, LLC**  
 261-263 E. ELM STREET  
 BOROUGH OF CONSHOHOCKEN MONTGOMERY COUNTY PENNSYLVANIA

DRAWN BY	SDI
CHECKED BY	NY
DATE	11-25-20
SCALE	1"=20'

**EXISTING CONDITIONS PLAN**

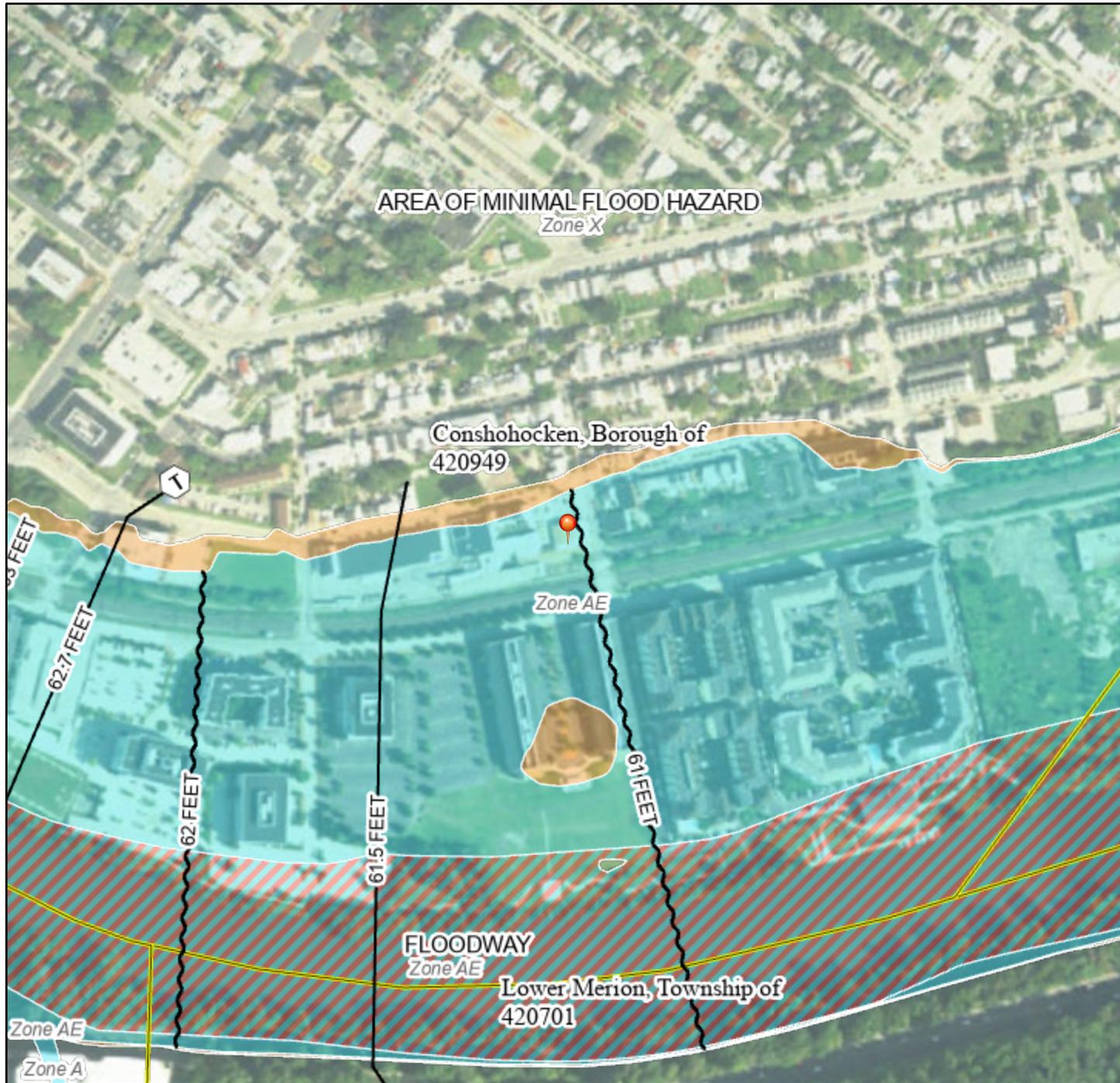
**SHEET 1 OF 7**



# National Flood Hazard Layer FIRMMette



75°18'27"W 40°4'33"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D

OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall

OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature

MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/26/2021 at 4:06 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



**HEINRICH & KLEIN  
ASSOCIATES, INC.**

TRAFFIC ENGINEERING & PLANNING  
1134 Heinrich Lane • Ambler, Pennsylvania 19002  
215-793-4177 • FAX 215-793-4179

**MEMORANDUM**

TO: Ryan Alexaki  
Craft Custom Homes, LLC

FROM: Andreas Heinrich, P.E., P.T.O.E.

DATE: July 16, 2020

RE: Traffic Generation Analysis  
261-263 Elm Street  
Borough of Conshohocken, Montgomery County, PA

As requested, please accept the results of this Traffic Generation Analysis for redevelopment of the property situated at 261-263 Elm Street in the Borough of Conshohocken, Montgomery County, Pennsylvania. The site is currently occupied by a commercial building comprised of 14,086 square feet of floor space. It is my understanding that it is proposed to redevelop the property for 21 multi-family residential dwelling units. It is proposed to provide 42 off-street parking spaces, with additional on-street parking in the surrounding neighborhood. Access will be provided via a driveway that will intersect Elm Street at a point west of Poplar Street, and a driveway that will intersect Poplar Street at a point south of Elm Street.

Based on the commercial floor area and the number of dwelling units, an estimate of the potential existing and projected traffic demand can be calculated. The anticipated traffic generation of the potential land uses is estimated from trip generation data compiled by the Institute of Transportation Engineers and documented in the publication entitled Trip Generation Manual<sup>(1)</sup>. The Trip Generation Manual is a commonly accepted resource to establish traffic generation of various land uses. The attached Table 1 presents the estimated trip generation for the existing commercial uses versus the proposed residential development. The top half of Table 1 presents the calculated/average trip rates per 1,000 square feet of office floor space or per dwelling unit, while the bottom half of Table 1 presents the calculated number of trips in a daily basis, and on the basis of the weekday morning and weekday afternoon peak hours.

---

(1) Trip Generation Manual, 10<sup>th</sup> Edition, Institute of Transportation Engineers, Washington DC, 2017.

TABLE 1

**TRAFFIC GENERATION CHARACTERISTICS  
261-263 ELM STREET  
BOROUGH OF CONSHOHOCKEN, MONTGOMERY COUNTY, PENNSYLVANIA**

TRIP RATES<sup>(1)</sup>

<u>Description</u>	<u>Daily</u>	<u>Morning Peak Hour</u>			<u>Afternoon Peak Hour</u>		
		<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>
<u>CURRENT</u>							
Retail (6,735 SF) <sup>(2)</sup>	37.75	0.58	0.36	0.94	1.83	1.98	3.81
General Office (4,704 SF) <sup>(2)</sup>	9.74	1.00	0.16	1.16	0.18	0.97	1.15
Health/Fitness Club (2,647 SF) <sup>(2)</sup>	NA	0.67	0.64	1.31	1.97	1.48	3.45
<u>PROPOSED</u>							
Multi-Family Housing (21 DU) <sup>(3)</sup>	5.61	0.12	0.40	0.52	0.44	0.26	0.70

TRAFFIC VOLUMES

<u>CURRENT</u>							
Retail (6,735 SF)	254	4	2	6	12	14	26
General Office (4,704 SF)	46	4	1	5	1	4	5
Health/Fitness Club (2,647 SF)	NA	2	1	3	5	4	9
Total Trips	300 <sup>+</sup>	10	4	14	18	22	40
<u>PROPOSED</u>							
Multi-Family Housing (21 DU)	118	3	8	11	9	6	15
Trip Reduction	182 <sup>+</sup>	--	--	3	--	--	25

(1) Trip Generation Manual, 10th Edition, Institution of Transportation Engineers, Washington, D.C., 2017 (ITE Land Use Codes 820, 710, 492, and 220).

(2) Trips per 1,000 square feet (SF) of floor space.

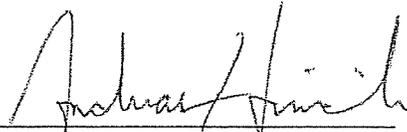
(3) Trips per dwelling unit (DU).

Ryan Alexaki  
Craft Custom Homes, LLC  
July 16, 2020  
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As shown in Table 1, it is estimated that the existing commercial use of the building would be expected to generate a total of more than 300 trips per day (total inbound and outbound)<sup>(2)</sup> with peak hour trip generation of 14 trips per hour during the weekday morning peak hour and 40 trips per hour during the weekday afternoon peak hour. It is estimated that redevelopment of the site for 21 multi-family residential dwelling units as proposed would generate a total of 118 trips per day (total inbound and outbound) with peak hour trip generation of 11 trips per hour during the weekday morning peak hour and 15 trips per hour during the weekday afternoon peak hour.

The net change in trip generation can be expected to result in a reduction in daily trip generation of more than 118 trips (total inbound and outbound)<sup>(2)</sup>, a reduction in morning peak hour trip generation of 3 trips, and a reduction in afternoon peak hour trip generation of 15 trips.

If you should have any questions, or wish to discuss these calculations in greater detail, please call me at your convenience.



Andreas Heinrich, P.E., P.T.O.E.  
Principal

AH:rh

cc: Nicholas L. Vastardis, P.E.

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<sup>(2)</sup> *There is no weekday daily trip generation data available for Health/Fitness Clubs. The estimate of 300 daily trips is, therefore, a conservatively low estimate of the potential trip generation for the current use of the site; and, the estimated reduction of 118 trips for redevelopment of the site is understated.*



**HEINRICH & KLEIN  
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**MEMORANDUM**

TO: Ryan Alexaki  
Craft Custom Homes, LLC

FROM: Andreas Heinrich, P.E., P.T.O.E.

DATE: August 31, 2020

RE: Parking Assessment  
261-263 Elm Street  
Borough of Conshohocken, Montgomery County, PA

In accordance with your request, please accept the results of this Parking Assessment for the re-development of the property at 261-263 Elm Street in the Borough of Conshohocken, Montgomery County, Pennsylvania. The site is currently occupied by a commercial building comprised of 14,086 square feet of floor space. It is my understanding that it is proposed to redevelop the property for 21 multi-family residential dwelling units. It is proposed to provide 42 off-street parking spaces, with additional on-street parking in the surrounding neighborhood. The site is located near the downtown area of the Borough taking advantage of the walkable streets and the proximity of public transportation provided within three blocks of the site via the Conshohocken Train Station of the SEPTA Manyunk/Norristown high-speed rail line, and the Route 97 bus which has a designated bus stop at the intersection of Elm Street and Poplar Street adjacent to the site. It is anticipated that many residents will have reduced reliance on automobiles for transportation, and that auto ownership will be reduced in comparison with the typical suburban multi-family residential development.

The parking supply requirement for a typical suburban multi-family residential development as proposed will result in the need for a total of up to 42 parking spaces based on parking demand indices published by the Eno Foundation for Transportation<sup>(1)</sup>. This is based on a parking ratio of 2.0 parking spaces per dwelling unit for the two-bedroom units equals 42 parking spaces.

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(1) *Parking, Eno Foundation for Transportation, Robert A. Weant and Herbert S. Levinson, Westport CT, 1990.*

It is my understanding, based on the nature and location of a proposed development, that relief has been granted in a growing number of municipalities from the typical requirement of 2.0 parking spaces per dwelling unit down to 1.5 parking spaces per dwelling unit or less, depending on the proximity of public transportation and pedestrian facilities. Applied to the proposed development, a ratio of 1.5 parking spaces per dwelling unit will result in the requirement for 32 parking spaces.

As noted previously, due to the nature of the proposed residential development and the proximity of pedestrian facilities and public transportation, it is anticipated that many residents will have reduced reliance on automobiles for transportation, and that auto ownership will be reduced in comparison with the typical suburban multi-family residential development. Recommended parking guidelines contained in the Manual of Best Practices for Transit-Oriented Development<sup>(2)</sup> include a recommendation that parking requirements for sites within walking distance of a heavy rail, light rail and bus transit station should be reduced and that minimum on-site parking requirements should be avoided whenever possible. It is reported in Parking Generation<sup>(3)</sup> that smart growth developments located within one-third of a mile of rail transit exhibit auto ownership rates of 1.0 to 1.3 vehicles owned, which is substantially lower than the national average of 2.0 vehicles per household per the 2000 U.S. Census. Data presented in the Parking Generation Manual<sup>(4)</sup> indicates that multifamily housing (low-rise) developments located within one-half of a mile of rail transit exhibit a parking supply ratio of 0.6 parking spaces per dwelling unit in a dense multi-use urban setting, and 1.5 parking spaces per dwelling unit in general urban/suburban setting.

Finally, even without accounting for the availability of other modes of transportation and reduced auto ownership, which will result in a reduced parking demand for the proposed development, there is an available on-street parking supply, which overnight is available to the nearby surrounding residential neighborhood and during the day is available for use by commercial development in the area.

An inventory of the available parking supply in the immediate vicinity of the site indicates a total of 31 marked and unmarked parking spaces adjacent to the site – 22 marked parking spaces along Elm Street and 9 unmarked parking spaces along Poplar Street. While obviously available for use by residents and businesses in the neighborhood, some of these on-street parking spaces will also be available for residents of the proposed development.

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(2) Manual of Best Practices for Transit-Oriented Development, NJDOT/NJ TRANSIT, September 2013.

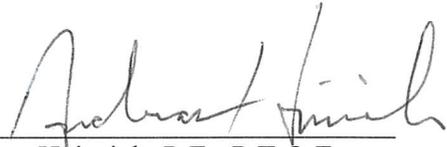
(3) Parking Generation, 3<sup>rd</sup> Edition, Institute of Transportation Engineers, Washington DC, 2004.

(4) Parking Generation Manual, 5th Edition, Institute of Transportation Engineers, Washington DC, January 2019.

Ryan Alexaki  
Craft Custom Homes, LLC  
August 31, 2020  
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**Conclusions**

The foregoing Parking Assessment for the redevelopment of the of the property at 261-263 Elm Street in the Borough of Conshohocken, Montgomery County, Pennsylvania, demonstrates that provision of an off-street parking supply of 2.0 parking spaces per dwelling unit, as proposed, will provide a more than adequate parking supply for the proposed residential development with excess unused parking spaces likely to be available at all times.

  
\_\_\_\_\_  
Andreas Heinrich, P.E., P.T.O.E.  
Principal

AH:rh

cc: Nicholas L. Vastardis, P.E.