

June 21, 2021 Zoning Hearing Board Meeting

400 W. Elm Street, Conshohocken, PA 19428 (Page 3)

701 Fayette Street, Conshohocken, PA 19428 (Page 16)

101 E. 7th Avenue, Conshohocken, PA 19428 (Page 45)

824 Fayette Street, Conshohocken, PA 19428 (Page 70)



BOROUGH OF CONSHOHOCKEN

ZONING HEARING BOARD

AGENDA

June 21st, 2021 - 7:00 PM

This meeting is being held using a Go to Meeting platform and will be recorded.

Monthly Zoning Hearing Board Meeting

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](tel:18668994679)

Access Code: 972-846-509

The public is asked to please keep their phones on mute. There will be time for public comment that will be announced by the Zoning Hearing Board Chairman. During the meeting, you may submit written comments by e- mailing them to Zoning@conshohockenpa.gov. Please provide your name, address, and property reference.

1. Call to Order
2. Appearance of Property

PETITIONER: Corson Street Acquisition, LP
PREMISES INVOLVED: 400 W. Elm St., Conshohocken, PA 19428
Specially Planned 3, Limited Industrial, & Borough Residential 2

PETITIONER: CGEM, LLC, Mun Chung, Member
PREMISES INVOLVED: 701 Fayette St., Conshohocken, PA 19428
Business Commercial

PETITIONER: 3 Blind Pigs, LLC
PREMISES INVOLVED: 101 E. 7th Ave., Conshohocken, PA 19428
Borough Residential 1

PETITIONER: Kimberly Gider
PREMISES INVOLVED: 824 Fayette St., Conshohocken, PA 19428
Residential Office

**** Persons who submitted an entry of appearance application for a specific property will be called upon at the appropriate time.

3. Public Comment - (state your name, address, and property reference)
4. Announcements/Discussion
5. Adjournment

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 zoning@conshohockenpa.gov.



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING NOTICE

June 21st, 2021 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

ZONING HEARING Z-2021-10

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on June 21st, 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: Corson Street Acquisitions, LP
721 Old State Rd., Berwyn, PA 19312

PREMISES INVOLVED: 400 W. Elm St., Conshohocken, PA 19428
Specially Planned 3, Limited Industrial, & Borough Residential 2

OWNER OF RECORD: Corson Street Acquisitions, LP

The applicant is seeking an extension of Zoning Hearing Board approval for the following variances granted in December 2020: from §27-1714.1.A, B, D, F, H, and K to permit development in the Floodplain Conservation District and from §27-1608.6 to permit a building bulk of 392 feet.

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. 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



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

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Colleen Leonard, President
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Anita Barton, Member
James Griffin, Member
Jane Flanagan, Member
Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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.

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Access Code: 972-846-509

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

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

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



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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James Griffin, Member
Jane Flanagan, Member
Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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

I/We _____

Request to be granted party status in Application Z-2021-10.

Applicant: 400 W. Elm St.- Corson Street Acquisitions, LP – Zoning Extension

Please print name:

Please print address:

Please print email:

Please Sign Below:

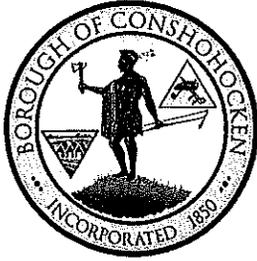
Please return form via mail or e-mail to the below:
(Entry must be received no later than June 16th, 2021)

MAIL:

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

E-MAIL:

zoning@conshohockenpa.gov



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

Zoning Application

Application:	<u>Z2008110</u>
Date Submitted:	<u>5-3-21</u>
Date Received:	<u>5-6-21</u>

1. Application is hereby made for:

- Special Exception Variance
- Appeal of the decision of the zoning officer
- Conditional Use approval Interpretation of the Zoning Ordinance
- Other: Request for extension of prior ZHB approval

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

Section 27-613

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

Southwestern side of West Elm Street, Parcel Nos. 05-00-00136-003, 05-00-00136-012, 05-00-00136-021, 05-00-02472,-106, 05-00-02474-205, 05-00-11873-002, 05-00-11874-001, 05-00-02696-008, 49-00-06904-004, 49-00-06910-016 and 05-00-02704-009

4. Applicant's Name: Corson Street Acquisition Limited Partnership

Address: 721 Old State Road, Berwyn, PA 19312

Phone Number (daytime): 610-996-6600

E-mail Address: bob@landtrustprop.com

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

6. Property Owner: Same as Applicant.

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: 10.440 acres
972.62' (width)
152.69' (depth) Zoning District: SP-3

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

Yes No If yes, please describe.

Applicant received conditional use approval for a residential project, with necessary parking and grading within the Floodplain Conservation District by Decision and Order dated 8/21/13. Applicant also received a variance from the Zoning Hearing Board on 7/8/14 to permit a building in excess of 300 feet in length as defined in the Code. Applicant received variances from the Zoning Hearing Board on 12/14/2020 to permit a building in excess of 300 feet in length as defined in the Code and to allow development in the 100-year floodplain boundary.

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

A portion of the Property is improved with a single-family detached dwelling which is currently vacant measuring approximately 25 feet by 40 feet. The remainder of the Property is vacant.

10. Please describe the proposed use of the property.

Applicant proposes to utilize the property for multifamily residential dwellings, with attendant parking.

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

Applicant proposes to construct a multi-family project of 352 units, 134 feet in height which is similar to that which was previously approved by Borough Council on August 21, 2013. The proposal also includes access improvements to both the Cross County Trail (CCT) and Schuylkill River Trail (SRT), the relocation of portions of the SRT to an area closer to the river, additional parking for the public, open space, and other improvements and contributions.

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

Applicant is required to obtain land development approval for the proposed multifamily residential use now that it has obtained Zoning Hearing Board relief and conditional use approval. Applicant recently submitted a land development plan application to the Borough on March 31, 2021 and is also required to obtain third-party permits for the proposed development. While Applicant is diligently pursuing the third-party permits, and approvals needed to proceed with the proposed development, it does not anticipate it will be in a position to obtain all permits required for the development on or before the expiration of the variance approval on June 15, 2021, in accordance with Section 27-613 of the Borough's Zoning Ordinance. Although we anticipate all of our approvals this year, Applicant thinks it's prudent and is herein requesting an extension of the Zoning Hearing Board Approval for an additional period of twelve (12) months in which to secure permits for the proposed development. If the extension is granted, Applicant will have until June 15, 2022 to secure the required permits for the development.

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

a. The unique characteristics of the property: N/A

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

N/A

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

N/A

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.

N/A

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

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

N/A

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

N/A

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

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

N/A

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

N/A

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

N/A

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

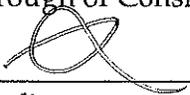
a. Attorney's Name: Louis J. Colagreco, Jr., Esquire

b. Address: Riley Riper Hollin & Colagreco, 717 Constitution Drive, P.O. Box 1265, Exton, PA 19341

c. Phone Number: 610-458-4400 Cell Number: 610.247.9671

d. E-mail Address: lou@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.

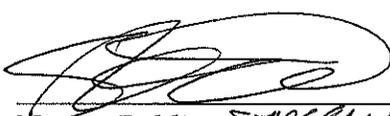
 (ROBERT J DWYCE)
Applicant

CORSON STREET ACQUISITION, L.P.
Legal Owner

4/30/21
Date

COMMONWEALTH OF PENNSYLVANIA
CHESTER
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 30th day of
APRIL, 2021.


Notary Public Stacey D. McKnew

(Seal)

Commonwealth of Pennsylvania - Notary Seal Stacey D. McKnew, Notary Public Chester County My commission expires October 14, 2023 Commission number 1256093 Member, Pennsylvania Association of Notaries
--



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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: _____

LOUIS J. COLAGRECO, JR.
Lou@RRHC.com
Extension 203



RILEY RIPER HOLLIN & COLAGRECO
ATTORNEYS AT LAW

April 30, 2021

Via Email and Hand-Delivery

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

Re: Corson Street Acquisition, LP– Conshohocken Borough
Extension of Zoning Hearing Board Approval – Application Form and Fees

Dear Mr. Johnson:

We submitted correspondence to you on behalf of the Applicant, Corson Street Acquisition, LP on April 26, 2021, requesting an extension of the prior Zoning Hearing Board approval of December 14, 2020. In connection with that request, please find enclosed the following:

1. Two (2) copies of the Zoning Hearing Board Application signed by the Applicant;
2. Two (2) copies of my correspondence of April 26, 2021;
3. Two (2) copies of the list of Property Owners within 500' of the subject property;
4. A check in the amount of \$250.00 for the Zoning Hearing Board Application fee; and
5. A check in the amount of \$750.00 for the escrow fee.

We understand that this matter will be placed on the Zoning Hearing Board agenda for June 21, 2021. Should you need anything else to process this request, please advise. As always, please feel free to contact us with any questions. Thank you for your attention to this matter.

Very truly yours,

/s/ Louis J. Colagreco, Jr.

LOUIS J. COLAGRECO, JR.

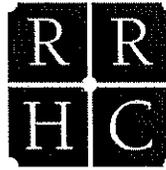
LJC, Jr./GMG

Mr. Eric Johnson
Borough of Conshohocken Zoning Officer
Page 2

Enclosures

cc: Stephanie Cecco, Borough Manager (via email)
Alexander Glassman, Esq., ZHB Solicitor (via email)
Bob Dwyer (via email)
William Rearden, P.E. (via email)
Lindsay Breylinger, P.E. (via email)
Christopher Williams, P.E. (via email only)
Gina M. Gerber, Esq. (via email)
Alyson Fritzges, Esq. (via email)

LOUIS J. COLAGRECO, JR.
Lou@RRHC.com
Extension 203



RILEY RIPER HOLLIN & COLAGRECO
ATTORNEYS AT LAW

April 26, 2021

Via Email

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

Re: Corson Street Acquisition, LP– Conshohocken Borough
Extension of Zoning Hearing Board Approval

Dear Mr. Johnson:

As you are aware, this firm represents Corson Street Acquisition, LP (“Applicant”), the owner of 400 West Elm Street in the Borough of Conshohocken (“Property”). The Property is located in the SP-3 Specially Planned District 3 and Applicant intends to develop the Property with multifamily residential units, with attendant parking, landscaping and stormwater management facilities.

The Applicant previously received Zoning Hearing Board Approval by the vote of the Borough of Conshohocken Zoning Hearing Board on December 14, 2020 for several variances related to the proposed development, as set forth in the written Decision issued January 29, 2021 and Amended Decision issued February 12, 2021, which are enclosed for your reference.

Applicant is required to obtain land development approval for the proposed multifamily residential use now that it has obtained Zoning Hearing Board relief and conditional use approval. Applicant recently submitted a land development plan application to the Borough on March 31, 2021. As you are aware, Applicant is also required to obtain third-party permits for the proposed development. While Applicant is diligently pursuing the third-party permits, and approvals needed to proceed with the proposed development, it does not anticipate it will be in a position to obtain all permits required for the development on or before the expiration of the variance approval on June 15, 2021, in accordance with Section 27-613 of the Borough’s Zoning Ordinance. Although we anticipate all of our approvals this year, Applicant thinks it’s prudent and is herein requesting an extension of the Zoning Hearing Board Approval for an additional period of twelve (12) months in which to secure permits for the proposed development. If the extension is granted, Applicant will have until June 15, 2022 to secure the required permits for the development.

Mr. Eric Johnson
Borough of Conshohocken Zoning Officer
Page 2

A list of all neighboring property owners, along with pre-stamped and addressed envelopes for the Borough's use in notifying those property owners of the date the Zoning Hearing Board will consider this request will be hand-delivered to the Borough's offices on Wednesday, April 28, 2021. We would very much appreciate if this matter could be placed on the Zoning Hearing Board agenda for May 17, 2021. As always, please feel free to contact us with any questions. Thank you for your attention to this matter.

Very truly yours,

/s/ Louis J. Colagreco, Jr.

LOUIS J. COLAGRECO, JR.

LJC, Jr./GMG
Enclosure

cc: Stephanie Cecco, Borough Manager (via email)
Alexander Glassman, Esq., ZHB Solicitor (via email)
Bob Dwyer (via email)
William Rearden, P.E. (via email)
Lindsay Breylinger, P.E. (via email)
Christopher Williams, P.E. (via email only)
Gina M. Gerber, Esq. (via email)
Alyson Fritzges, Esq. (via email)



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

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James Griffin, Member
Jane Flanagan, Member
Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING NOTICE

June 21st, 2021 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

ZONING HEARING(S) Z-2021-09, Z-2021-11, and Z-2021-12

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on June 21st, 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: CGEM, LLC, Mun Chung, Member
6142 Creekside Dr. Flourtown, PA 19031

PREMISES INVOLVED: 701 Fayette St., Conshohocken, PA 19428
Borough Commercial

OWNER OF RECORD: CGEM, LLC

In connection with a proposed mixed-use redevelopment of the subject property, the applicant is seeking variances and special exceptions for building setbacks, impervious coverage, and off-street parking from the following code section: §27-1303.C, D, and F; §27-2002; §27-2006; §27-2009.

PETITIONER: 3 Blind Pigs, LLC.
404 Pennsylvania Ave., Ft. Washington, PA 19034

PREMISES INVOLVED: 101 E. 7th Ave., Conshohocken, PA 19428
Borough Residential 1

OWNER OF RECORD: 3 Blind Pigs, LLC.

The applicant is seeking variances from §27-703.D and E(6); and §27-811.B and C to permit the installation of a roof structure over the existing patio.

PETITIONER: Kimberly Gider
115 Ava Ct., Plymouth Meeting, PA 19462

PREMISES INVOLVED: 824 Fayette St., Conshohocken, PA 19428
Residential Office Zoning District

OWNER OF RECORD: Jeffrey and Betty Stanley

The applicant is seeking a Special Exception, per §27-703.B(1), to permit the change of an existing non-conforming use. The applicant seeks to convert the existing first floor retail space from a restaurant to a beauty salon.



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

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James Griffin, Member
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Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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James Griffin, Member
Jane Flanagan, Member
Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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

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. 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.

I/We _____

Request to be granted party status in Application: (Check One)

- Applicant: 701 Fayette St.- CGEM, LLC - Zoning Variance/Special Exception - Z-2021-09
- Applicant: 3 Blind Pigs, LLC. - 101 E. 7th Ave. - Zoning Variance - Z-2021-11
- Applicant: 824 Fayette St. - Kimberly Gider - Special Exception - Z-2021-12

Please print name:

Please print address:

Please print email:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than June 16th, 2021)

MAIL:

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

EMAIL: zoning@conshohockenpa.gov



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:

27-1303 - Permitted Use Dimensional Standards; 27-2002 - Off-Street Parking: Shopping Center/Residential Use.

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

701 Fayette Street

4. Applicant's Name: CGEM LLC, Mun Chung, Member

Address: 6142 Creekside Drive, Flourtown, PA 19031

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

E-mail Address: msd@daneklawfirm.com

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

6. Property Owner: CGEM LLC

Address: 6142 Creekside Drive, Flourtown, PA 19031

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

E-mail Address: msd@daneklawfirm.com

7. Lot Dimensions: 120'x150' Zoning District: BC

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

Yes No If yes, please describe.

Unaware of any relief for the prior gas station.

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

Current use is an abandoned gas station.

10. Please describe the proposed use of the property.

Applicant proposes to construct a three story shopping center containing first floor commercial - retail space together with five (5) two (2) bedrooms on the second and third floors. The applicant proposes 27 on-site parking stalls together with five (5) new on-street stalls.

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

See architect's renderings submitted herewith.

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

Applicant proposes a substantial shopping center development at 701 Fayette Street. The lot has been a blight on Fayette Street for several years since the gas station use was abandoned. The proposal provides a necessary missing link along Fayette Street to continue the commercial corridor from the lower streets through to the upper streets.

Likewise, the proposed residential use provides much needed housing for residents that may not necessarily be ready to purchase.

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

a. The unique characteristics of the property: The existing alleyway and unopened paper street at the laundrymat cut into the useable space at the site, thereby reducing the overall utilization of

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

The Ordinance requires 46 stalls. 26 stalls for the shopping center use together with 20 stalls for the residential uses. Under current engineering guidelines, 27 stalls would only be required. See Dynamic Traffic Shared Parking Analysis submitted herewith. Thus, the Ordinance as written does not reflect current professional thinking on the parking demand in the main commercial corridor of a municipality. Likewise, the existing Ordinance places an unreasonable barrier to development that stands in contrast to the goals of the Borough's Comprehensive Plan to foster mixed-use development uses and varying housing types for

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

The three story shopping center is consistent with the commercial neighborhood.

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

The proposal is the minimum relief needed since the Applicant's proposal meets the minimum number of parking stalls under a Shared Parking Analysis prepared by Dynamic Traffic. The Proposal could not be less since the three story structure maintains the building lines along Fayette Street. Likewise, even if the Applicant would reduce the footprint or stories, the Project would not have the same street presence or provide the missing link along the Fayette Street commercial corridor between the lower and upper streets.

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

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

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

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

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

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

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

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

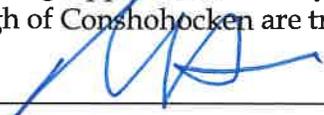
a. Attorney's Name: Mark S. Danek, Esq.

b. Address: 1255 Drummers Lane, Suite 105, Wayne, PA 19087

c. Phone Number: 484-344-5429

d. E-mail Address: msd@daneklawfirm.com

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



Applicant

Mark S. Danek, Esq. on behalf of CGEM LLC

Legal Owner

April 16, 2021

Date

COMMONWEALTH OF PENNSYLVANIA

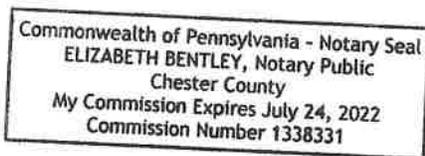
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 16th day of April, 2021.



Notary Public

(Seal)





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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

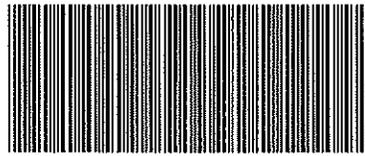
BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: _____



DEED BK 6136 PG 01408 to 01412
 INSTRUMENT # : 2019031000
 RECORDED DATE: 05/20/2019 01:19:45 PM



5635172-0008U

RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

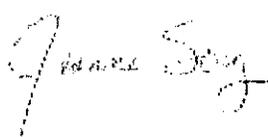
Page 1 of 5

Document Type: Deed Document Date: 05/17/2019 Reference Info:	Transaction #: 5844392 - 3 Doc (s) Document Page Count: 4 Operator Id: ebossard
RETURN TO: (Pickup) SUBURBAN PHILADELPHIA ABSTRACT INC 922 W. RIDGE PIKE CONSHOHOCKEN, PA 19428	PAID BY: SUBURBAN PHILADELPHIA ABSTRACT INC

*** PROPERTY DATA:**

Parcel ID #:	05-00-03296-00-2
Address:	701 FAYETTE ST
Municipality:	PA Conshohocken Borough (100%)
School District:	Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1,000,000.00	DEED BK 6136 PG 01408 to 01412 Recorded Date: 05/20/2019 01:19:45 PM I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.										
FEES / TAXES: <table border="0"> <tr> <td>Recording Fee:Deed</td> <td>\$86.75</td> </tr> <tr> <td>State RTT</td> <td>\$10,000.00</td> </tr> <tr> <td>Conshohocken Borough RTT</td> <td>\$5,000.00</td> </tr> <tr> <td>Colonial School District RTT</td> <td>\$5,000.00</td> </tr> <tr> <td>Total:</td> <td>\$20,086.75</td> </tr> </table>	Recording Fee:Deed	\$86.75	State RTT	\$10,000.00	Conshohocken Borough RTT	\$5,000.00	Colonial School District RTT	\$5,000.00	Total:	\$20,086.75	  Jeanne Sorg Recorder of Deeds
Recording Fee:Deed	\$86.75										
State RTT	\$10,000.00										
Conshohocken Borough RTT	\$5,000.00										
Colonial School District RTT	\$5,000.00										
Total:	\$20,086.75										

Rev1a 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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



Prepared by and Return to:

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

RECORDER OF DEEDS
MONTGOMERY COUNTY

2019 MAY 20 P 1: 08

File No. 469-556

UPI # 05-00-03296-00-2

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-03296-00-2 CONSHOHOCKEN
701 FAYETTE ST

IVENS PROPERTIES LLC
B 037 U 052 L 4260 DATE: 05/20/2019

\$15.00
JE

000

This Indenture, made the 17th day of May, 2019,

Between

IVENS PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY

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

C G E M, LLC

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

Witnesseth, that the said Grantor for and in consideration of the sum of **One Million And 00/100 Dollars (\$1,000,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

ALL THAT CERTAIN lot, tract or parcel of land, hereditaments and appurtenances, situate lying and being in Conshohocken Borough, County of Montgomery, Commonwealth of Pennsylvania and more particularly bounded and described according to a survey and plan thereof prepared by Ezra Golub & Associates, Professional Engineers and Land Surveyors of Levittown, Pennsylvania, dated 4/7/88 and numbered D-23521501 as follows to wit:

BEGINNING at a point, said point being the intersection of the Northeasterly right-of-way line of 7th Avenue (80 feet wide) and the Southeasterly right-of-way line of Fayette Street (100 feet wide), and running thence (1) along said right-of-way line of Fayette Street (100 feet wide) North 41 degrees 00 minutes 00 seconds East a distance of 150 feet to a P K Nail, thence (2) along the lands now or formerly of Texaco Refining and Marketing, Inc. South 49 degrees 00 minutes 00 seconds East a distance of 120 feet to a PK Nail, thence (3) partly along a 20 feet wide public driveway and along land now or formerly of Carl D. and Rita M. Hamilton South 41 degrees 00 minutes 00 seconds West a distance of 150 feet to an iron pin, thence (4) along said right-of-way of 7th Avenue (80 feet wide) North 49 degrees 00 minutes 00 seconds West a distance of 120 feet to an iron pin and first mentioned point and place of beginning.



CONTAINING 18,000 square feet on 413 acres of land, more or less
LESS AND EXCEPT any deeds, condemnations, takings, or declarations of record.

UNDER AND SUBJECT to agreements, easements, rights of way, covenants, conditions
and restrictions of record.

BEING Parcel No. 05-00-03296-00-2

BEING THE SAME premises which 701 Fayette St. Conshohocken, LLC, a Pennsylvania limited liability company by indenture bearing date the 14th day of December 2004 and as recorded at Norristown in the Office for the Recorder of Deeds in and for the County of Montgomery on the 3rd day of March 2005 in Deed Book 5545 page 1061 granted and conveyed unto Ivens Properties, LLC, a Pennsylvania limited liability company in fee.

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

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

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

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



ATTEST

IVENS PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY

By: [Signature]
William P. Ivens, Member

By: [Signature]
Karen Ann Ivens, Member

[SEAL]

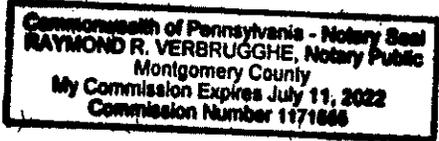
Commonwealth of Pennsylvania }
County of MONTGOMERY } ss

This record was acknowledged before me on May 17, 2019 by William P. Ivens as Member, and by Karen Ann Ivens as Member, who represent that they are authorized to act on behalf of Ivens Properties, LLC, a Pennsylvania Limited Liability Company.

[Signature]
Notary Public
My commission expires _____

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

6142 CREEKSIDE DRIVE
FLOURTOWN, Pa. 19031



On behalf of the Grantee

File No. 469-556

Record and return to:
Suburban Philadelphia Abstract, Inc.
922 West Ridge Pike
Conshohocken, PA 19428



Deed

UPI # 05-00-03296-00-2

Ivens Properties, LLC, a Pennsylvania
Limited Liability Company

TO

CGEM, LLC

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



**BEFORE THE ZONING HEARING BOARD
OF THE BOROUGH OF CONSHOHOCKEN**

IN RE: 701 Fayette Street Zoning Application - ADDENDUM

This Addendum provides supplemental information not able to be typed into the application form.

CGEM LLC (“CGEM”) proposes to construct a three story shopping center containing first floor commercial - retail space together with five (5) two (2) bedrooms on the second and third floors. Applicant proposes to provide twenty-seven (27) off-street parking stalls with an additional five (5) on-street parking stalls (due to the removal of existing curb cuts for the abandoned gas station use).

As part of the Application, CGEM seeks several dimensional variances from the Borough’s Zoning Ordinance (the “Code”).

1. §27-1303(C) – BC District Dimensional Standards. Applicant seeks a dimensional variance from the requirements of this section. The Code requires that the Building Front setback be the public sidewalk or fifteen feet (15’) from the curbline of the public street. Applicant proposes to locate the Building at the existing public sidewalk (believed to be twenty feet (20’) wide). Applicant believes that it meets the Code requirements, but is asking for an interpretation in an abundance of caution.
2. §27-1303(D) – BC District Dimensional Standards. Applicant seeks a dimensional variance from the requirements of this section. The Code requires that the Side Yard Setback for a corner lot be the public sidewalk or fifteen feet (15’) from the curbline of the public street. Applicant proposes to locate the Building at the existing sidewalk (believed to be fifteen feet (15’) wide). Applicant believes that it meets the Code requirements, but is asking for an interpretation in an abundance of caution.
3. §27-1303(F) – BC District Dimensional Standards. Applicant seeks a dimensional variance from the requirements of this section. The Code requires a maximum impervious coverage 85% of the lot area. Applicant proposes a maximum of 88.9% impervious coverage (if an existing paving area in the rear upper left of the Subject Property remains as an accommodation to the neighbors that currently use a paved area that encroaches onto the Subject Property). Applicant believes that it meets the Code requirements, but is asking for an interpretation in an abundance of caution.
4. §27-2002 – Off-Street Parking. Applicant seeks a dimensional variance from the requirements of this section. The Code requires a maximum of forty-six (46) stalls for the shopping center (26) /residential uses (20). Applicant proposes to provide twenty-seven (27) off-street stalls, together with five (5)

new on-street parking stalls due to the removal of existing curb cuts. Applicant submits concurrently herewith the Shared Parking Analysis of Dynamic Traffic which comes to the conclusion that the expected parking demand of the proposed shopping center/residential use is twenty-seven (27) stalls. By following current shared parking guidelines, Applicant easily meets the “real world” expected parking demand for the development.

**BEFORE THE ZONING HEARING BOARD
OF THE BOROUGH OF CONSHOHOCKEN**

**IN RE: 701 Fayette Street Zoning Application – ADDENDUM
(As Amended April 26, 2021)**

This Addendum provides supplemental information not able to be typed into the application form.

CGEM LLC (“CGEM”) proposes to construct a three story shopping center containing first floor commercial - retail space together with five (5) two (2) bedrooms on the second and third floors. Applicant proposes to provide twenty-seven (27) off-street parking stalls with an additional five (5) on-street parking stalls (due to the removal of existing curb cuts for the abandoned gas station use).

As part of the Application, CGEM seeks several dimensional variances from the Borough’s Zoning Ordinance (the “Code”).

1. §27-1303(C) – BC District Dimensional Standards. Applicant seeks a dimensional variance from the requirements of this section. The Code requires that the Building Front setback be the public sidewalk or fifteen feet (15’) from the curblines of the public street. Applicant proposes to locate the Building at the existing public sidewalk (believed to be twenty feet (20’) wide). Applicant believes that it meets the Code requirements, but is asking for an interpretation in an abundance of caution.
2. §27-1303(D) – BC District Dimensional Standards. Applicant seeks a dimensional variance from the requirements of this section. The Code requires that the Side Yard Setback for a corner lot be the public sidewalk or fifteen feet (15’) from the curblines of the public street. Applicant proposes to locate the Building at the existing sidewalk (believed to be fifteen feet (15’) wide). Applicant believes that it meets the Code requirements, but is asking for an interpretation in an abundance of caution.
3. §27-1303(F) – BC District Dimensional Standards. Applicant seeks a dimensional variance from the requirements of this section. The Code requires a maximum impervious coverage 85% of the lot area. Applicant proposes a maximum of 88.9% impervious coverage (if an existing paving area in the rear upper left of the Subject Property remains as an accommodation to the neighbors that currently use a paved area that encroaches onto the Subject Property). Applicant believes that it meets the Code requirements, but is asking for an interpretation in an abundance of caution.
4. §27-2002 – Off-Street Parking. Applicant seeks a dimensional variance from the requirements of this section. The Code requires a maximum of forty-six (46) stalls for the shopping center (26) /residential uses (20). Applicant

proposes to provide twenty-seven (27) off-street stalls, together with five (5) new on-street parking stalls due to the removal of existing curb cuts. Applicant submits concurrently herewith the Shared Parking Analysis of Dynamic Traffic which comes to the conclusion that the expected parking demand of the proposed shopping center/residential use is twenty-seven (27) stalls. By following current shared parking guidelines, Applicant easily meets the “real world” expected parking demand for the development.

As part of the Application, CGEM also seeks, in the alternative (or in addition), a Special Exception pursuant to §27-2006 and §27-2009, which allow the Zoning Hearing Board to reduce the overall number of off-street parking stalls needed. Thus, the Applicant requests a Special Exception (at the lower evidentiary threshold) to reduce the number of off-street parking stalls for the non-residential use down to 21 total stalls from the required 26 stalls for the shopping center use. And, Applicant requests a variance to further reduce the overall parking to meet the number of stalls as provided on-site. Applicant asserts that the foregoing is consistent with the Shared Parking Analysis submitted with the initial Application.



Dynamic Traffic, LLC
826 Newtown Yardley Road,
Suite 201 Newtown, PA 18940
T. 732.681.0760

April 9, 2021
Via Fed-Ex

The Danek Law Firm, LLC
1255 Drummers Lane – Suite 105
Wayne, PA 19087

Attn: Mark Danek

**RE: Parking Assessment
Proposed Mixed-Use Development
701 Fayette Street
Conshohocken, Montgomery County, PA
DT#: 3803-99-001TE**

Dear Mr. Danek:

Dynamic Traffic has prepared the following parking assessment to determine if the proposed parking supply is sufficient to support the parking demand generated by the proposed redevelopment of the northeast quadrant of the intersection of Fayette Street (SR 3016) and East 7th Avenue in Conshohocken, Montgomery County, Pennsylvania. The site was previously developed with a gasoline service station, inclusive of fueling positions and service bays. It is proposed to raze the existing site and construct a three-story mixed use building fronting along Fayette Street with associated parking to the rear of the site. The proposed building will provide 5,155 SF of commercial space on the ground floor, along with five (5) two-bedroom apartments on each of the second and third floors (The Project). The Project will be supported by 27 parking spaces on the site as well 5 new on-street parking spaces where the previous gas station driveways were located. This assessment presents an evaluation of the proposed parking conditions to determine an appropriate parking supply. It should be noted that on-street parking is permitted along both sides of Fayette Street and both sides of East 7th Avenue in the vicinity of the site.

Local Ordinance Parking Requirements

The Conshohocken parking schedule was obtained from the Local Ordinance, Section § 27-2002. For shopping center land uses, the Ordinance requires 1 parking space per 200 SF of Gross Floor Area (GFA). The Ordinance also requires 2 spaces per dwelling unit for the two-bedroom units proposed. For The Project this equates to a parking requirement of 46 spaces, with 26 spaces required for the retail space and 20 spaces required for the apartments.

www.dynamictraffic.com

Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA
Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL

ITE Parking Demand

National parking demand data has been collected by the Institute of Transportation Engineers (ITE) within their publication *Parking Generation, 5th Edition*. This publication establishes peak parking demands for multiple land uses based upon different independent variables, such as GFA and residential units. For Land Use Code (LUC) 820 – Shopping Center ITE sets forth an average maximum demand of 2.91 vehicles per 1,000 SF of GFA. This equates to a demand of 15 parking spaces. For LUC 220 – Multifamily Housing (Low-Rise) ITE sets forth a demand of 1.21 vehicles per unit. This equates to a demand of 12 parking spaces. Consequently, the ITE parking demand data calculates a maximum demand of 27 spaces for the site and the proposed 27 on-site spaces and 5 additional on street parking spaces will be sufficient to support The Project.

Shared Parking Demand

It should also be noted that the proposed uses on the site will have different peak times of demand throughout the day. The commercial space will have its highest demand during daytime business hours, while the apartments typically peak overnight and on the weekend. This allows the proposed parking for the site to be shared by both uses. National parking demand data has been collected by the Urban Land Institute (ULI), a non-profit education and research institute whose mission is to provide responsible leadership in the use of land in order to enhance the total environment. This data is compiled within their publication *Shared Parking, 3rd Edition*, which documents temporal distributions of parking demands throughout the day, week, and year for individual land uses. Based on the temporal distributions for the residential and retail uses, as well as the anticipated parking demand for the site, the shared parking demand data calculates a demand of 20 spaces for the site on a weekday and 24 spaces on the weekend. Consequently, the proposed 27 on-site spaces and 5 additional on street parking spaces will be sufficient to support The Project.

Conclusion

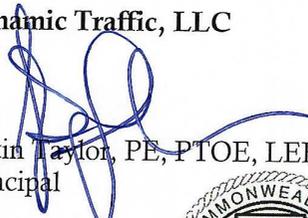
The Applicant proposes to construct a three-story mixed use building fronting along Fayette Street with associated parking to the rear of the site. The proposed building will provide 5,155 SF of commercial space on the ground floor, along with five (5) two-bedroom apartments on each of the second and third floors. The project will be supported by 27 parking spaces on the site and another 5 new on-street parking spaces created by the elimination of the existing gas station driveways. Dynamic Traffic has performed parking analyses based upon nationally published parking data that has determined that the proposed parking supply is sufficient to support the parking demands. The results of the parking analyses are detailed in the table below.

Parking Criteria	Parking Demand/Requirement
Local Ordinance	46
ITE Parking Demand	27
Shared Parking Demand	24
Proposed Parking Supply	27 (plus 5 new on-street)

Based upon our Parking Assessment as detailed in the body of this report, it is the professional opinion of Dynamic Traffic that the proposed parking supply will be sufficient to support the anticipated demand with no detrimental impact to the proposed lot or adjacent properties. The different peaking characteristics of the residential and retail uses allow for the proposed parking to be shared between both uses. Should you have any questions on the above, please do not hesitate to contact me.

Sincerely,

Dynamic Traffic, LLC


Justin Taylor, PE, PTOE, LEED AP
Principal

JPT
Enclosures
c:



Kevin Savage

Kevin Savage, PE
Project Manager

EAST 8TH AVENUE

EAST 7TH AVENUE

WEST 7TH AVENUE

HARRY STREET

FAYETTE STREET

FORREST STREET

LAUNDROMAT
(20 SPACES)

POSITIVE
PARKING

SITE
(27 SPACES)

HC HC

CVS PHARMACY
(45 SPACES)

SANTANDER
BANK BUILDING
(48 SPACES)

3D

PARKING COUNT:

PROPOSED OFF-STREET PARKING -

TOTAL OFF-STREET PARKING ON PROPERTY 27 SPACES

EXISTING ON-STREET PARKING WITHIN 200' OF PROPERTY -

TOTAL ON-STREET PARKING ALONG FAYETTE STREET 30 SPACES

TOTAL ON-STREET PARKING ALONG EAST & WEST 7TH AVENUE 35 SPACES

TOTAL ON-STREET PARKING ALONG HARRY STREET 13 SPACES

TOTAL ON-STREET PARKING 78 SPACES

EXISTING OFF-STREET PARKING TO POSSIBLY LEASE -

TOTAL OFF-STREET PARKING ON LAUNDROMAT PROPERTY 20 SPACES

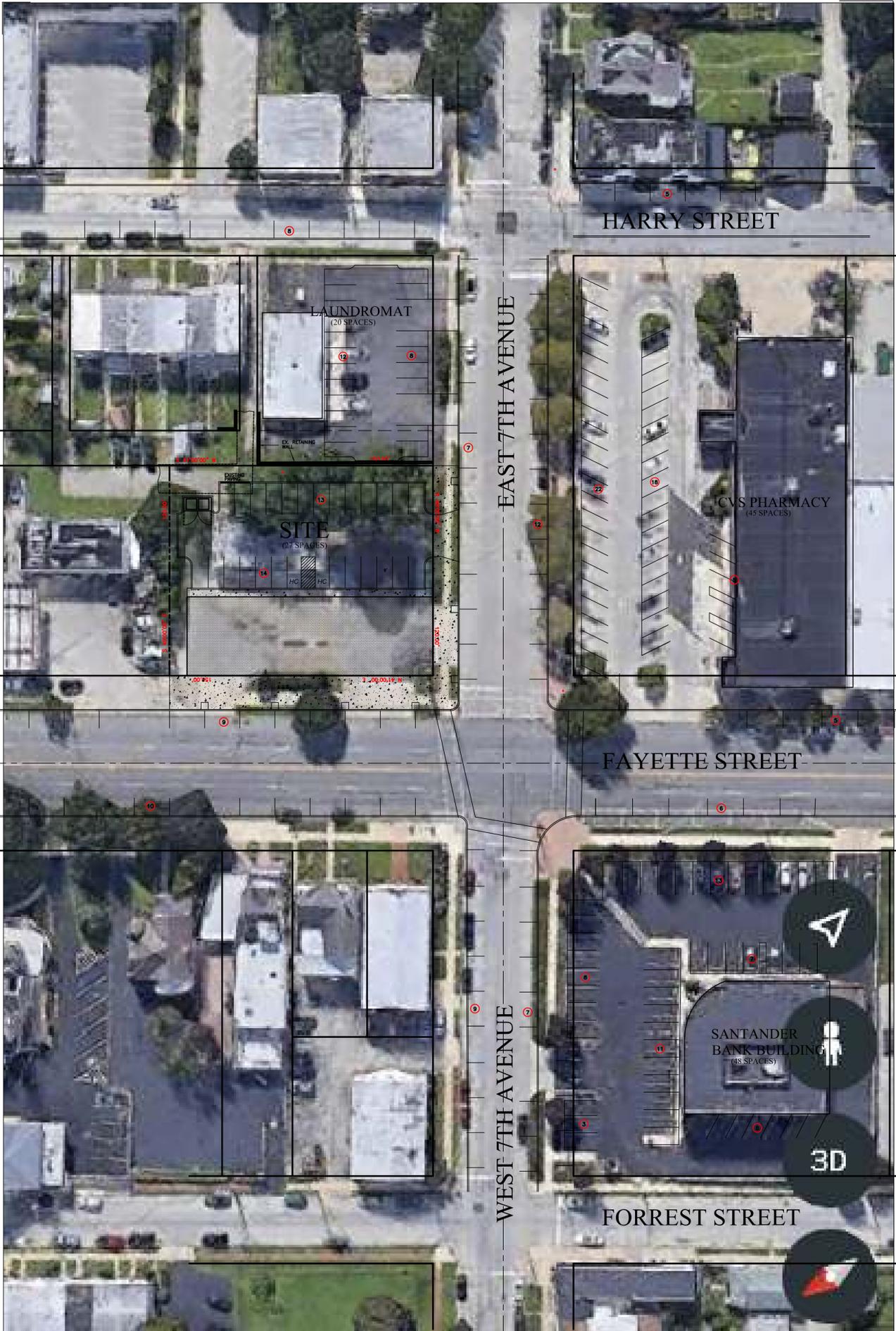
TOTAL OFF-STREET PARKING ON CVS PROPERTY 45 SPACES

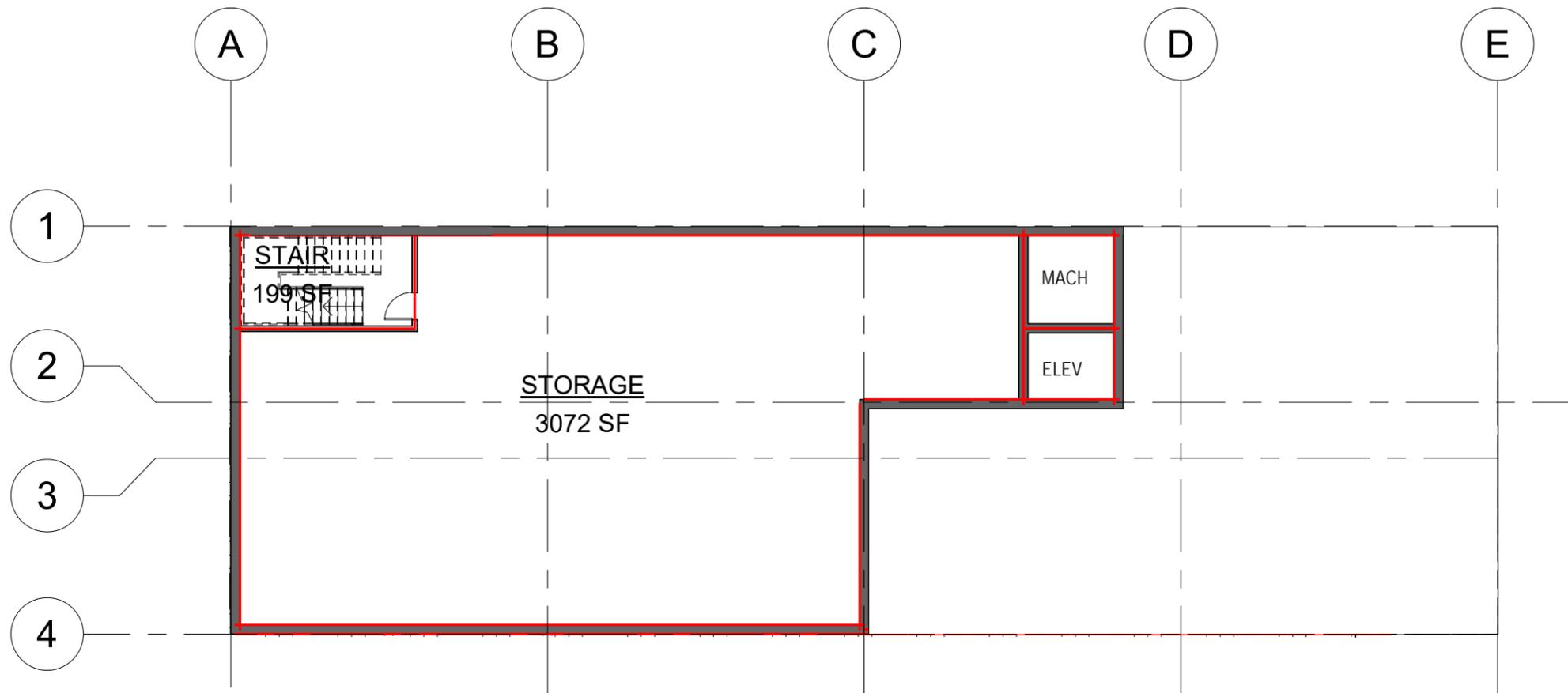
TOTAL OFF-STREET PARKING ON SANTANDER PROPERTY 48 SPACES

PARKING REQUIRED -

TOTAL REQUIRED FOR 10 UNITS ON 2ND & 3RD FLOORS 10 X 2 SPACES/UNIT = 20 SPACES

TOTAL REQUIRED FOR 4 RETAIL SPACES ON GROUND FLOOR TO BE DETERMINED BASED ON USE





1 BASEMENT
1/16" = 1'-0"

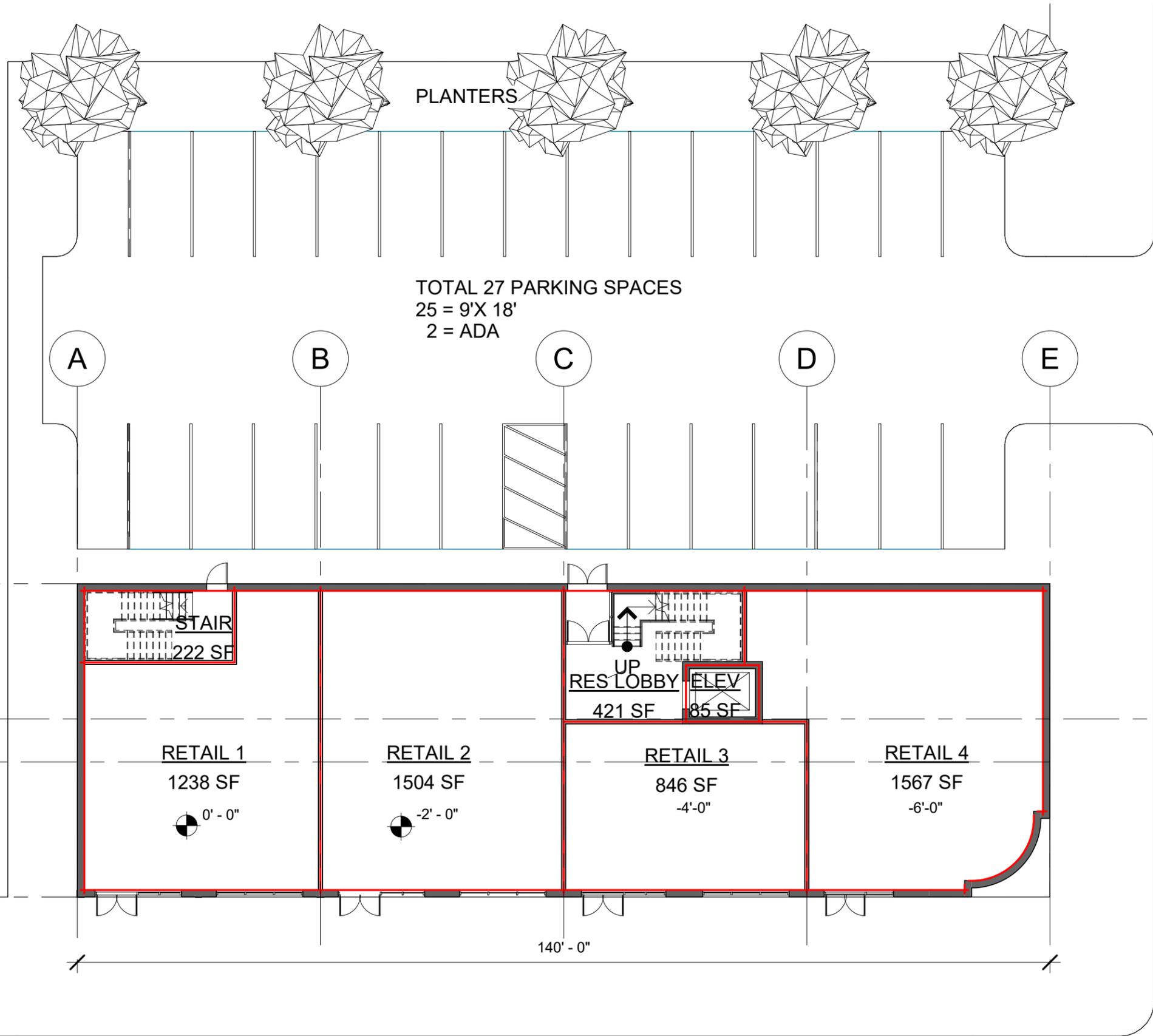


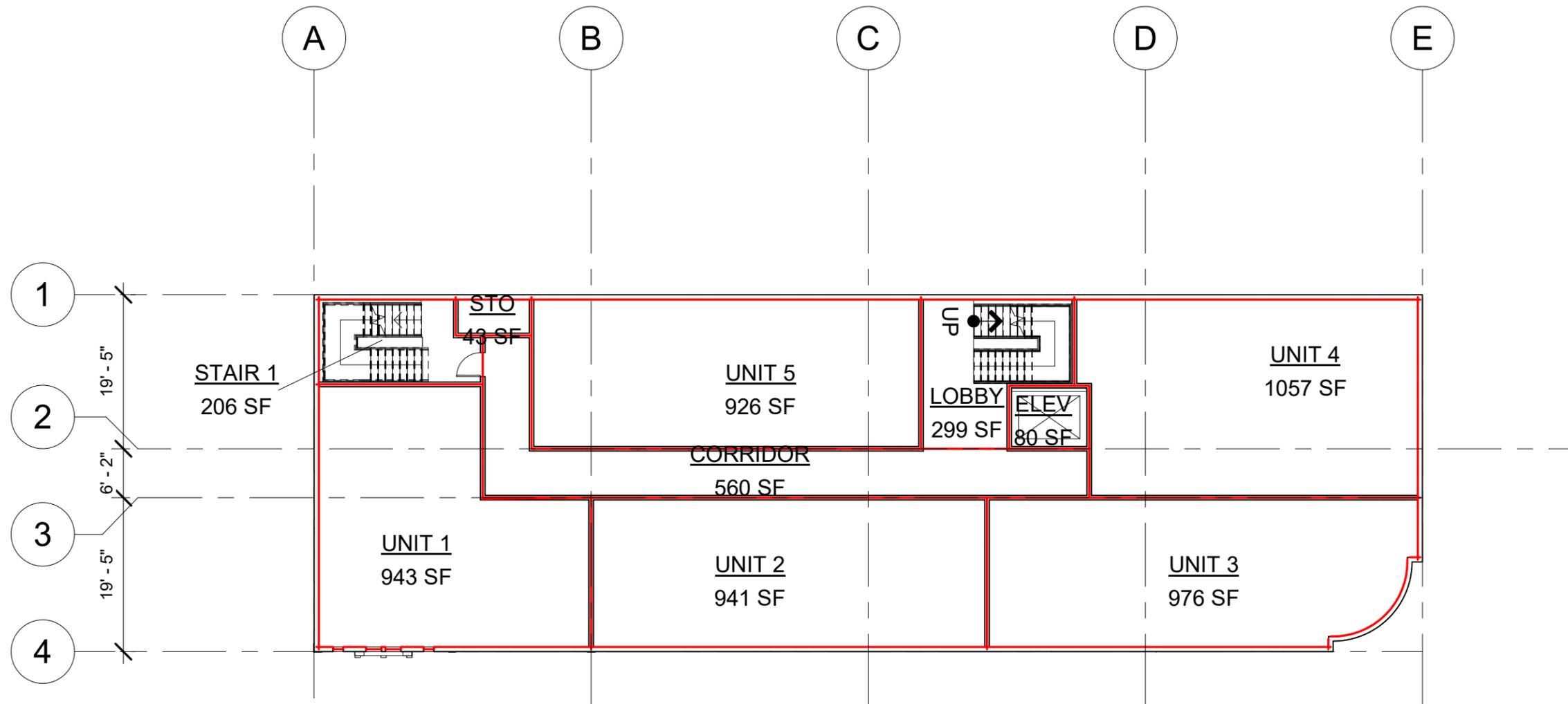
MIXED USED CONSHOHOCKEN - OPTION 1

SCALE: AS SHOWN

DATE: 11.19.19

PROJECT # 19046





1 SECOND AND THIRD FLOOR
 1/16" = 1'-0"



MIXED USED CONSHOHOCKEN - OPTION 1

SCALE: AS SHOWN

DATE: 11.19.19

PROJECT # 19046



1 FRONT ELEVATION
3/32" = 1'-0"



MIXED USED CONSHOHOCKEN - OPTION 1

SCALE: AS SHOWN

DATE: 11.27.19

PROJECT # 19046



1 REAR ELEVATION
3/32" = 1'-0"

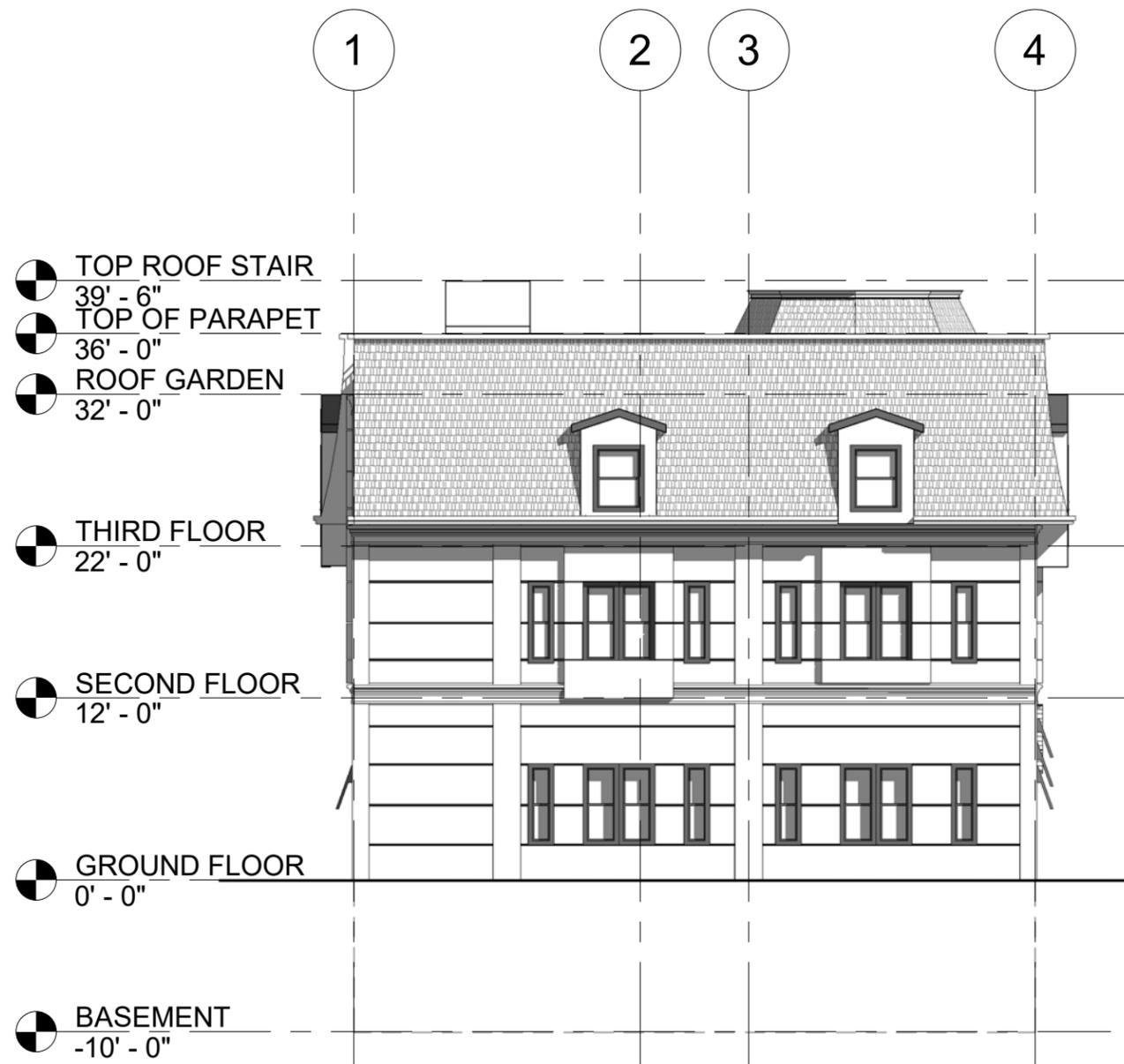


MIXED USED CONSHOHOCKEN - OPTION 1

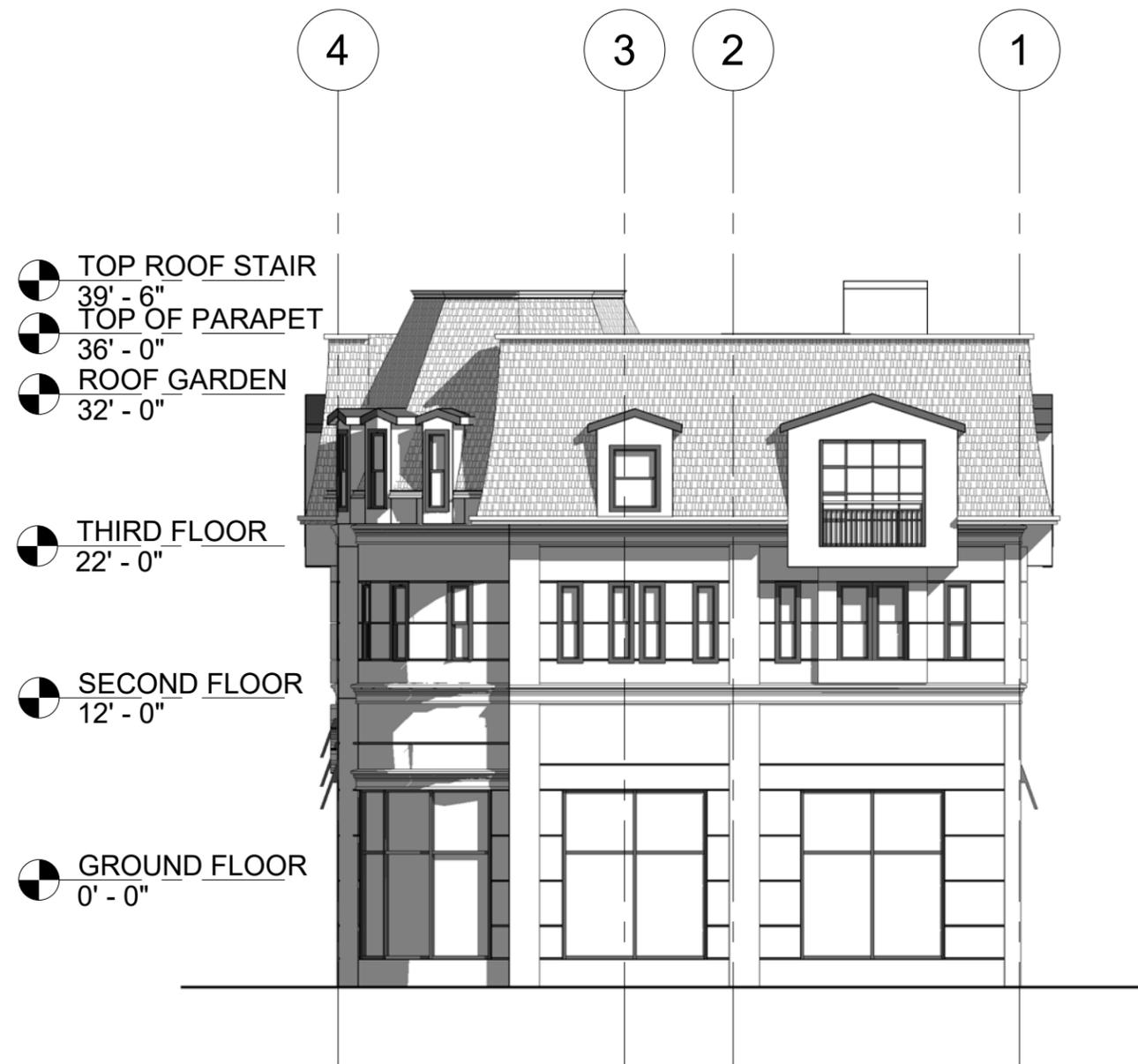
SCALE: AS SHOWN

DATE: 11.27.19

PROJECT # 19046



1 LEFT ELEVATION
3/32" = 1'-0"



2 RIGHT ELEVATION
3/32" = 1'-0"



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING NOTICE

June 21st, 2021 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

ZONING HEARING(S) Z-2021-09, Z-2021-11, and Z-2021-12

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on June 21st, 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: CGEM, LLC, Mun Chung, Member
6142 Creekside Dr. Flourtown, PA 19031

PREMISES INVOLVED: 701 Fayette St., Conshohocken, PA 19428
Borough Commercial

OWNER OF RECORD: CGEM, LLC

In connection with a proposed mixed-use redevelopment of the subject property, the applicant is seeking variances and special exceptions for building setbacks, impervious coverage, and off-street parking from the following code section: §27-1303.C, D, and F; §27-2002; §27-2006; §27-2009.

PETITIONER: 3 Blind Pigs, LLC.
404 Pennsylvania Ave., Ft. Washington, PA 19034

PREMISES INVOLVED: 101 E. 7th Ave., Conshohocken, PA 19428
Borough Residential 1

OWNER OF RECORD: 3 Blind Pigs, LLC.

The applicant is seeking variances from §27-703.D and E(6); and §27-811.B and C to permit the installation of a roof structure over the existing patio.

PETITIONER: Kimberly Gider
115 Ava Ct., Plymouth Meeting, PA 19462

PREMISES INVOLVED: 824 Fayette St., Conshohocken, PA 19428
Residential Office Zoning District

OWNER OF RECORD: Jeffrey and Betty Stanley

The applicant is seeking a Special Exception, per §27-703.B(1), to permit the change of an existing non-conforming use. The applicant seeks to convert the existing first floor retail space from a restaurant to a beauty salon.



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING 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](tel:18668994679)

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

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

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



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

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

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. 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.

I/We _____

Request to be granted party status in Application: (Check One)

- Applicant: 701 Fayette St.- CGEM, LLC - Zoning Variance/Special Exception - Z-2021-09
- Applicant: 3 Blind Pigs, LLC. - 101 E. 7th Ave. - Zoning Variance - Z-2021-11
- Applicant: 824 Fayette St. - Kimberly Gider - Special Exception - Z-2021-12

Please print name:

Please print address:

Please print email:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than June 16th, 2021)

MAIL:

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

EMAIL: zoning@conshohockenpa.gov



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

Zoning Application

Application: _____

Date Submitted: _____

Date Received: _____

1. Application is hereby made for:

Special Exception Variance

Appeal of the decision of the zoning officer

Conditional Use approval Interpretation of the Zoning Ordinance

Other _____

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

Section 27-703(D), (E)(6); 27-811(B) and (C)

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

101 E. Seventh Avenue, Conshohocken, PA

4. Applicant's Name: **3 Blind Pigs, LLC**

Address: **404 Pennsylvania Avenue, Ft. Washington, PA 19034**

Phone Number (daytime): **(215) 778-5211**

E-mail Address: **cmagarity@yourmercedes.com**

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

6. Property Owner: **Same as Applicant**

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: **40 x 140 (56,000 SF)** Zoning District: **BR-1**

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

Yes No If yes, please describe.

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

Jaspers Backyard Restaurant including outdoor dining area over a patio between the two buildings on the property (see attached Plan for existing improvements and dimensions).

10. Please describe the proposed use of the property.

Continued use of the property as a restaurant.

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

Install a sloped roof over the outside dining/patio area. See attached Plans. The Zoning Officer has determined that the roofed structure constitutes an accessory building subject to the Zoning Ordinances nonconforming use provisions and accessory structure provisions. The Roof is 31.66 ft. x 25.33 ft. (802 SF total) and slopes from 17.5 ft. to 15 ft. in height.

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

Placing a canopy/roof over the outdoor dining area is a natural expansion of the existing nonconforming use of the property as a restaurant and outside seating area. Expansion will exceed 25% of the floor area of the existing buildings on the property and increase the building coverage. The sloped roof exceeds the permitted size and height of an accessory building.

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

a. The unique characteristics of the property: Use of the property as a restaurant is a lawful nonconforming use.

b. How the Zoning Ordinance unreasonably restricts development of the property:
Ordinance restricts the natural expansion of the lawful nonconforming use.

c. How the proposal is consistent with the character of the surrounding neighborhood. _____
Bar/restaurant use of the property predates zoning and is a lawful nonconforming use.

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.

Outside dining/patio area will not be enclosed and a roof over the outdoor dining/patio area is necessary to protect outside diningrooms from the elements.

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

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

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

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

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

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

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

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

a. Attorney's Name: Edward J. Hughes, Esquire

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

c. Phone Number: (610) 279-6800

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

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

3 Blind Pigs, LLC

By: [Signature]
Applicant Christopher Magarity, Member
3 Blind Pigs, LLC

By: [Signature]
Legal Owner Christopher Magarity, Member

5/20/2021
Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 20th day of May, 2021.

Dana R. Carbone
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Dana R. Carbone, Notary Public
Montgomery County
My commission expires February 11, 2023
Commission number 1023164
Member, Pennsylvania Association of Notaries



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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

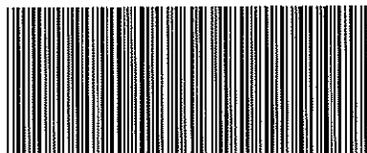
DATE OF ORDER: _____



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

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

DEED BK 5929 PG 01726 to 01730
INSTRUMENT # : 2014065369
RECORDED DATE: 10/01/2014 09:32:12 AM



3126014-0012D

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 3113246 - 2 Doc(s)
Document Date: 09/24/2014	Document Page Count: 4
Reference Info:	Operator Id: sford
RETURN TO: (Simplifile) Germantown Title Company 11 South Trooper Road Norristown, PA 19403	PAID BY: GERMANTOWN TITLE COMPANY

*** PROPERTY DATA:**
Parcel ID #: 05-00-07832-00-2
Address: 101 E SEVENTH AVE

CONSHOHOCKEN PA
19428
Municipality: Conshohocken Borough
(100%)
School District: Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$500,000.00
TAXABLE AMOUNT:	\$500,000.00
FEES / TAXES:	
Recording Fee:Deed	\$95.00
State RTT	\$5,000.00
Conshohocken Borough RTT	\$2,500.00
Colonial School District RTT	\$2,500.00
Total:	\$10,095.00

DEED BK 5929 PG 01726 to 01730
Recorded Date: 10/01/2014 09:32:12 AM

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



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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



Prepared by and Return to:

Germantown Title Company
11 S. Trooper Road
Norrstown, PA 19403
610-631-1540
File No. G-25373
UPI # 05-00-07832-00-2

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-07832-00-2 CONSHOHOCKEN BOROUGH
101 E SEVENTH AVE
CASSIDY EDWARD M JR & ELIZABETH A & SAMUEL MARINO
B 037 L U 031 4241 10/01/2014 JU

This Indenture, made the 24th day of September, 2014,

Between

^{56.}
EDWARD M. CASSIDY AND ELIZABETH A. CASSIDY, HUSBAND AND WIFE

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

3 BLIND PIGS, LLC

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

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

ALL THOSE TWO CERTAIN lots or pieces or parcels of land with the messuage or tenement thereon erected, situate in the Borough of Conshohocken, County of Montgomery, and Commonwealth of Pennsylvania, being Lots #49 and 50 in a Plan of Lots laid out by the said Alan Wood, Jr., and Charles Lukens, bounded and described together as one lot as follows, to wit:

BEGINNING at a stake on the South corner of Seventh Avenue and Harry Street; thence along the Southeasterly side of said Harry Street, Southwesterly 140 feet to an alley 20 feet wide, laid out in common for the use of the lots bounding thereon; thence along the Northeasterly side of said alley, Southeasterly 40 feet to a stake, a corner of Lot #48; thence by and along said Lot #48, Northeasterly parallel with said Harry Street, 140 feet to Seventh Avenue, aforesaid, and along the Southwesterly side thereof, Northwesterly 40 feet to the place of beginning.

Parcel: 05-00-07832-00-2

BEING the same premises that Samuel M. Marino, by deed dated March 14, 1983, and recorded March 15, 1983, in the Office of the Recorder of Deeds of Montgomery County,



Pennsylvania, in Book 4703, Page 1490, granted and conveyed an undivided 1/2 interest unto Edward M. Cassidy, Jr. and Elizabeth A. Cassidy, husband and wife, in fee.

AND BEING the same premises that Anthony S. Lontkowski and Marion J. Lontkowski, by deed dated November 15, 1979, and recorded November 21, 1979, in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania, in Book 4475, Page 530, granted and conveyed and undivided 1/2 interest unto Edward M. Cassidy, Jr. and Elizabeth A. Cassidy, husband and wife, in fee.

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

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

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

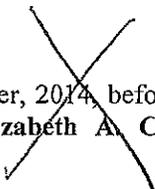
In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Edward M. Cassidy, Jr. {SEAL}
Edward M. Cassidy, Jr.
Elizabeth A. Cassidy {SEAL}
Elizabeth A. Cassidy

Commonwealth of Pennsylvania }
County of Montgomery } ss

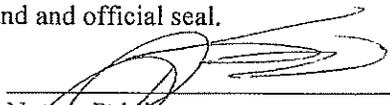
On this, the 24th day of September, 2014, before me, the undersigned Notary Public, personally appeared Edward M. Cassidy and Elizabeth A. Cassidy, husband and wife, known to me (or



Commonwealth of Pennsylvania }
County of Montgomery } ss

On this, the 24th day of September, 2014, before me, the undersigned Notary Public, personally appeared **Edward M. Cassidy** and **Elizabeth A. Cassidy, husband and wife**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

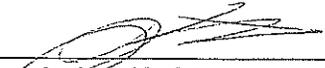
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public
My commission expires 9/9/2017

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

**404 Pennsylvania Avenue
Fort Washington, PA 19034**



On-behalf of the Grantee

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Dana Santangelo Barth-Wagner, Notary Public
Lower Providence Twp., Montgomery County
My Commission Expires April 9, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



<h1>Deed</h1>	<p>UPI # 05-00-07832-00-2</p> <p>Edward M. Cassidy^{Jr.} and Elizabeth A. Cassidy</p> <p>TO</p> <p>3 Blind Pigs, LLC</p>	<p>Germantown Title Company 11 S. Trooper Road Norristown, PA 19403 Phone 610-631-1540 Fax 610-631-1057</p>
---------------	--	---



PARID: 050007832002
3 BLIND PIGS LLC

101 E SEVENTH AVE

Parcel

TaxMapID	05037 031
Parid	05-00-07832-00-2
Land Use Code	4241
Land Use Description	C - BAR OR TAPROOM
Property Location	101 E SEVENTH AVE
Lot #	
Lot Size	5600 SF
Front Feet	40
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

Owner

Name(s)	3 BLIND PIGS LLC
Name(s)	
Mailing Address	404 PENNSYLVANIA AVE
Care Of	
Mailing Address	
Mailing Address	FORT WASHINGTON PA 19034

Current Assessment

Appraised Value	Assessed Value	Restrict Code
131,670	131,670	

Estimated Taxes

County	478
Montco Community College	51
Municipality	593
School District	3,076
Total	4,198
Tax Lien	Tax Claim Bureau Parcel Search

Last Sale

Sale Date	24-SEP-14
Sale Price	\$500,000
Tax Stamps	5000
Deed Book and Page	5929-01726
Grantor	CASSIDY EDWARD M JR & ELIZABETH A
Grantee	3 BLIND PIGS LLC
Date Recorded	01-OCT-14

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
09-24-2014	\$500,000	5000	5929-01726	CASSIDY EDWARD M JR & ELIZABETH A	3 BLIND PIGS LLC	10-01-2014
11-15-1979	\$90,000	900	-		CASSIDY EDWARD M JR & ELIZABETH A	

Lot Information

Lot Size 5600 SF
 Lot #
 Remarks
 Remarks
 Remarks

Commercial Parcel Summary

No. of Cards 1
 Land Use Code 4241
 Gross Building Area (Total of all Cards) 5,010
 Total Living Units 1

Commercial Parcel Summary

Use	Area
TAVERN/BAR	3,570
UNFIN RES BSMT	1,440

Commercial Card Summary

Card 1
 Imp Name THREE BLIND PIGS
 Structure Code 105
 Structure MIXED RESIDENTIAL/COMMERCIAL
 Sprinkler N
 Units
 Identical Units 1
 Year Built 1910
 Gross Building Area 5,010
 Elevator/Escalator N

Accessory Structures

Card	Type	Type	Size	Year Built
1	RG1	FRAME OR CB DETACHED GARAGE	676	1930
1	FN3	FENCE - STOCKADE	444	2016

Permits

1 of 12

Permit Date 07-JAN-2020
 Permit Number 20-00016
 Amount
 Purpose RENOVATION/ALTERATIONS
 Notes REMOVE FIRE DAMAGED STUD WORK, ETC
 Notes
 Notes
 Status CLOSED

Assessment History

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
131,670	131,670			O	16-MAY-97
	131,670		01-JAN-98	REASSESSMENT	
	6,800		01-JAN-87		

Google Maps 681 Harry St

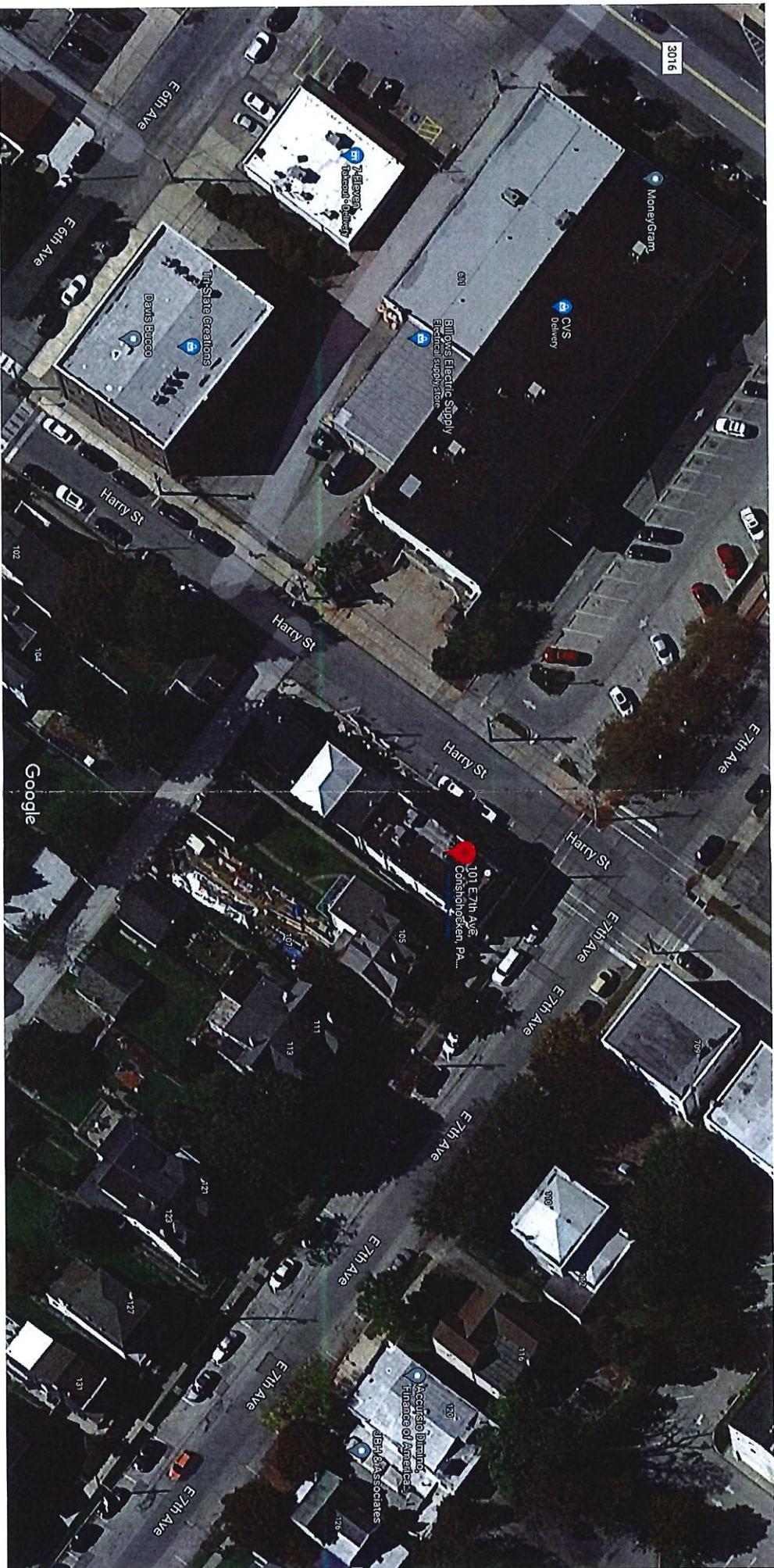


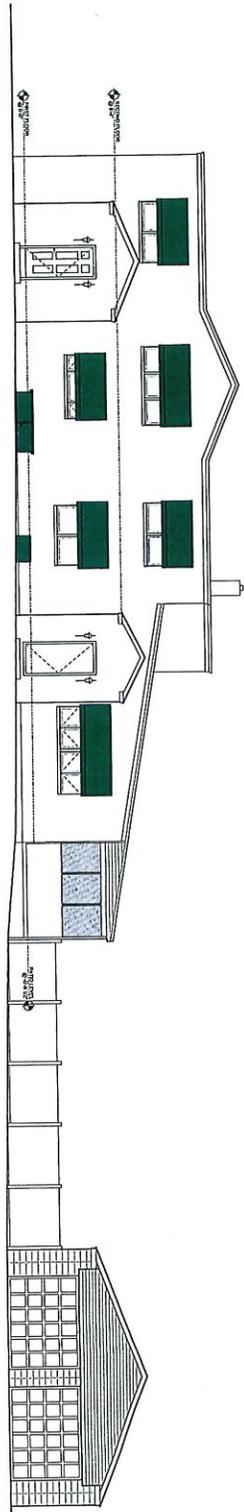
Conshohocken, Pennsylvania



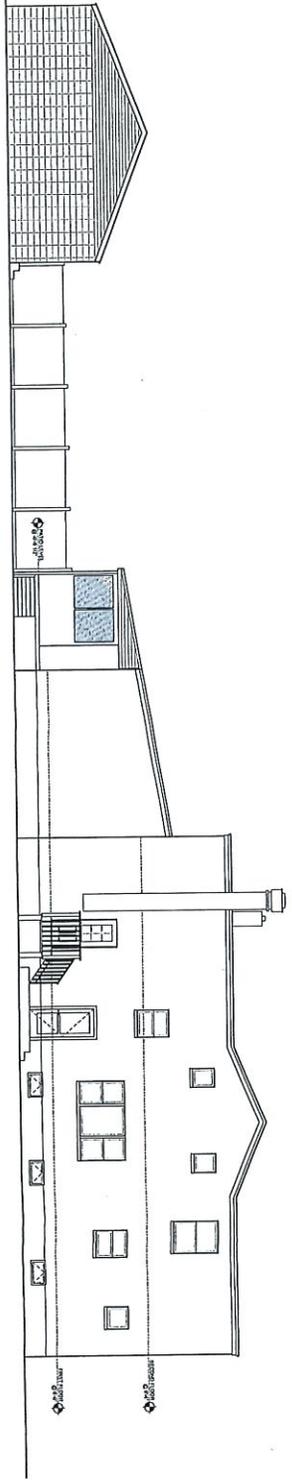
Street View

Image capture: Oct 2018 @ 2021 Google





EX-200 EXISTING NORTHWEST ELEVATION



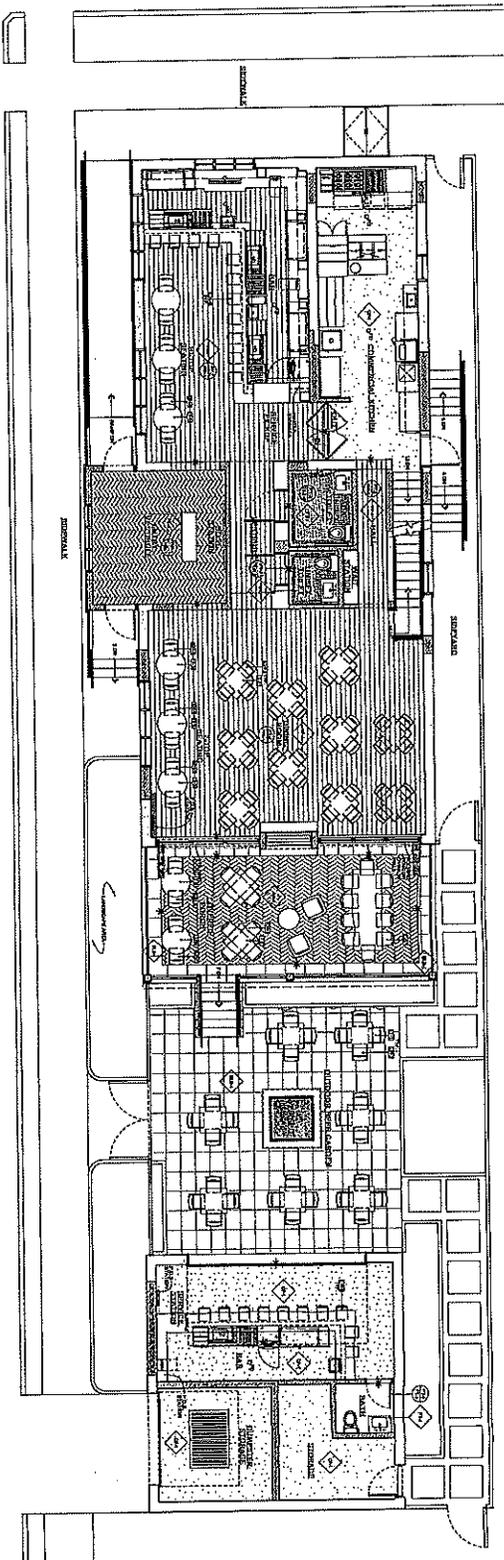
EX-200 EXISTING SOUTHEAST ELEVATION

EX-200	SCALE AS SHOWN	DATE:	05.23.14
	ISSUE:	PERMIT SUBMITTAL	
	EXISTING ELEVATIONS		

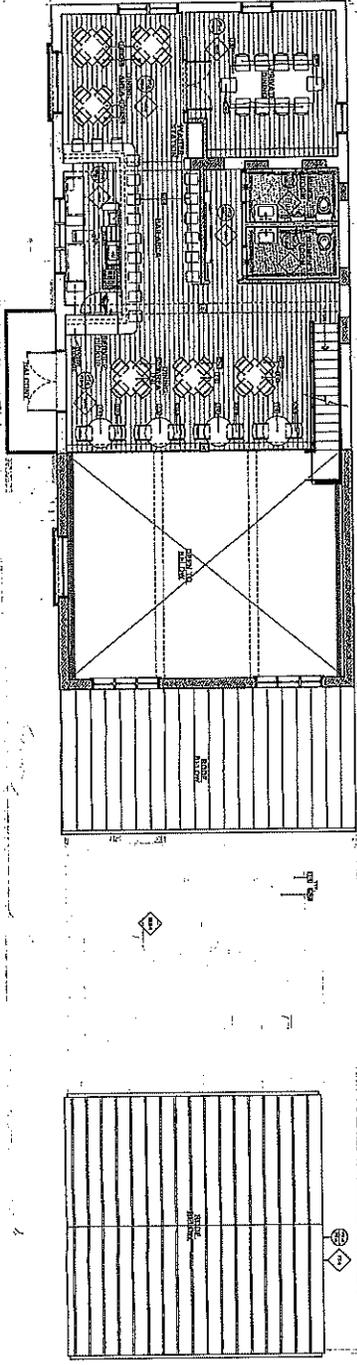
JASPER'S BACKYARD
 101 E 7TH AVENUE | CONSHOHOCKEN, PA 19428

MORRISSEY
 DESIGN LLC

101 E 7TH AVENUE | CONSHOHOCKEN, PA 19428 | 315.452.1111 | www.morrisseydesign.com



11A-111 PROPOSED FIRST FLOOR FURNITURE/FINISH PLAN



11A-111 PROPOSED SECOND FLOOR FURNITURE/FINISH PLAN

A-111	PROPOSED	ISSUE:	DATE:
	SECOND FLOOR FURNITURE/FINISH PLAN	PERMIT SUBMITTAL	08.23.14

JASPER'S BACKYARD
 101 E 7TH AVENUE | CONSHOHOCKEN, PA 19428

MORRISSEY
 DESIGN LLC

148 BIRCH RD #2 • 200701161001 • 215.342.1913 • www.morrisseydesign.com

HUGHES, KALKBRENNER & OZOROWSKI, LLP

ATTORNEYS AT LAW

SUITE 205

1250 COMMONS

1250 GERMANTOWN PIKE

PLYMOUTH MEETING, PENNSYLVANIA 19462

EDWARD J. HUGHES
GEORGE J. OZOROWSKI

TELEPHONE (610) 279-6800
TELECOPIER (610) 279-9390
E-MAIL: ehughes@hkolaw.com

May 20, 2021

(VIA EMAIL AND FEDERAL EXPRESS - zoning@conshohockenpa.gov)

Attention: Bobbi Jo Myrsiades
Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

Re: 101 E. Seventh Avenue

Dear Bobbi Jo:

Enclosed please find the original and (1) copy of a Zoning Hearing Board Application and supporting documents on behalf of 3 Blind Pigs, LLC regarding 101 E. Seventh Avenue. Also enclosed are two (2) checks totaling \$2,000.00 payable to the Borough of Conshohocken. One copy of the Application and supporting documents are being sent via email. Please return a time-stamped copy to me in the self-addressed, stamped envelope provided.

Please call with any questions.

Very truly yours,

HUGHES, KALKBRENNER & OZOROWSKI, LLP

/s/ Edward J. Hughes

By: _____
Edward J. Hughes, Esquire

EJH:drc
Enclosures
cc: 3 Blind Pigs, LLC (via email)



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING NOTICE

June 21st, 2021 ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

ZONING HEARING(S) Z-2021-09, Z-2021-11, and Z-2021-12

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on June 21st, 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: CGEM, LLC, Mun Chung, Member
6142 Creekside Dr. Flourtown, PA 19031

PREMISES INVOLVED: 701 Fayette St., Conshohocken, PA 19428
Borough Commercial

OWNER OF RECORD: CGEM, LLC

In connection with a proposed mixed-use redevelopment of the subject property, the applicant is seeking variances and special exceptions for building setbacks, impervious coverage, and off-street parking from the following code section: §27-1303.C, D, and F; §27-2002; §27-2006; §27-2009.

PETITIONER: 3 Blind Pigs, LLC.
404 Pennsylvania Ave., Ft. Washington, PA 19034

PREMISES INVOLVED: 101 E. 7th Ave., Conshohocken, PA 19428
Borough Residential 1

OWNER OF RECORD: 3 Blind Pigs, LLC.

The applicant is seeking variances from §27-703.D and E(6); and §27-811.B and C to permit the installation of a roof structure over the existing patio.

PETITIONER: Kimberly Gider
115 Ava Ct., Plymouth Meeting, PA 19462

PREMISES INVOLVED: 824 Fayette St., Conshohocken, PA 19428
Residential Office Zoning District

OWNER OF RECORD: Jeffrey and Betty Stanley

The applicant is seeking a Special Exception, per §27-703.B(1), to permit the change of an existing non-conforming use. The applicant seeks to convert the existing first floor retail space from a restaurant to a beauty salon.



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

ZONING 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](tel:18668994679)

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

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

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



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

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. 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.

I/We _____

Request to be granted party status in Application: (Check One)

- Applicant: 701 Fayette St.- CGEM, LLC - Zoning Variance/Special Exception - Z-2021-09
- Applicant: 3 Blind Pigs, LLC. - 101 E. 7th Ave. - Zoning Variance - Z-2021-11
- Applicant: 824 Fayette St. - Kimberly Gider - Special Exception - Z-2021-12

Please print name:

Please print address:

Please print email:

Please Sign Below:

Please return form via mail or e-mail to the below:
(Entry must be received no later than June 16th, 2021)

MAIL:

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

EMAIL: zoning@conshohockenpa.gov



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:

27-703(B)(1) - Change from One Non-Conforming Use to Another Non-Conforming Use that is Equally Appropriate

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

824 Fayette Street

4. Applicant's Name: Kimberly Gider

Address: 115 Ava Court, Plymouth Meeting, PA 19462

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

E-mail Address: msd@daneklawfirm.com

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

6. Property Owner: Jeffrey and Betty Stanley

Address: 218 Brittmuir Avenue

Phone Number: 610-940-0722

E-mail Address: betty_pastavia@yahoo.com

7. Lot Dimensions: 20x100 Zoning District: RO

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

Yes No If yes, please describe.

Applicants believes that the former occupant, Pasta Via, secured zoning approval to change from one non-conforming use to another equally appropriate use when Bolero's Pizza Shop closed in the 1990's.

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

The existing structure that housed the Pasta Via is 17'x67'. The building consists of a first floor commercial space with apartments on the upper floors. The rear of the property is land-locked. The current use provides no off-street parking.

10. Please describe the proposed use of the property.

Due to the pandemic, Ms. Gider needs to downsize her salon that currently occupies 902-904 Fayette Street (also RO District). In April-May 2013, Ms. Gider secured a special exception from the Board to occupy the first floor of that property as an aesthetic health salon and personal grooming/beauty spa. In this application, Ms. Gider proposes to move her scaled down salon to the smaller space located at 824 Fayette. The proposed salon will only have four (4) beautician chairs and three (3) massage rooms. Ms. Gider will no longer offer any nail services.

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

Ms. Gider proposes no structural modifications to the building and no expansion to the existing footprint of the building. Ms. Gider will make modifications to the interior to change from a restaurant use to the salon. Ms. Gider also plans to refresh the front facade of the building to reflect the aesthetic salon.

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

Yes No If yes, please describe.

Applicants believes that the former occupant, Pasta Via, secured zoning approval to change from one non-conforming use to another equally appropriate use when Bolero's Pizza Shop closed in the 1990's.

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

The existing structure that housed the Pasta Via is 17'x67'. The building consists of a first floor commercial space with apartments on the upper floors. The rear of the property is land-locked. The current use provides no off-street parking.

10. **Please describe the proposed use of the property.**

Due to the pandemic, Ms. Gider needs to downsize her salon that currently occupies 902-904 Fayette Street (also RO District). In April-May 2013, Ms. Gider secured a special exception from the Board to occupy the first floor of that property as an aesthetic health salon and personal grooming/beauty spa. In this application, Ms. Gider proposes to move her scaled down salon to the smaller space located at 824 Fayette. The proposed salon will only have four (4) beautician chairs and three (3) massage rooms. Ms. Gider will no longer offer any nail services.

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

Ms. Gider proposes no structural modifications to the building and no expansion to the existing footprint of the building. Ms. Gider will make modifications to the interior to change from a restaurant use to the salon.

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

The existing restaurant use has a much higher volume of foot traffic, customer turn-over and off-street parking requirements. The aesthetic salon proposed by Ms. Gider reduces each of these requirements. Thus, Ms. Gider believes that the relief she is seeking fits squarely within the requirements of Code Sec. 27-703(B)(1)

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

a. The unique characteristics of the property: _____

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

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

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

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

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

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

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

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

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: Mark S. Danek, Esq.

b. Address: 1255 Drummers Lane, Suite 105, Wayne, PA 19087

c. Phone Number: 484-344-5429

d. E-mail Address: msd@daneklawfirm.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.

Kimberly Gider
Applicant

Kimberly Gider
Legal Owner

5/20/2021
Date

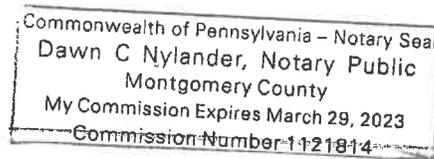
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 20th day of May, 2021.

Dawn C Nylander
Notary Public

(Seal)





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

Decision

(For Borough Use Only)

Application Granted

Application Denied

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: _____

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
BUYER(S): <u>Yalcin Gider</u> <u>Kimberly Gider</u>	SELLER(S): <u>Jeffrey M Stanley, Elizabeth Ann Stanley,</u>
<u>115 Ava Court,</u> <u>Plymouth Meeting, Pa 19462</u>	<u>218 Britton Ave</u> <u>West Conshohocken, Pa 19428</u>

PROPERTY

PROPERTY ADDRESS 824 FAYETTE ST, CONSHOHOCKEN, PA, 19428

ZIP 19428

in the municipality of _____
 County of MONTGOMERY in the Commonwealth of Pennsylvania.
 Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

Tax ID #(s): 05-00-02984-008

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Buyer is not represented by a broker)

Broker (Company) <u>COLDWELL BANKER PREFERRED CONSHOHOCKEN</u> Company Address <u>1207 Fayette St, Conshohocken, PA 19428-2345</u> Company Phone _____ Company Fax _____ Broker is (check only one): <input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>John Mancini</u> Direct Phone(s) <u>(484)531-5817</u> Cell Phone(s) <u>(610)348-4101</u> Fax <u>(215)558-1459</u> Email <u>Jmancini@cbpref.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
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Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Seller is not represented by a broker)

Broker (Company) <u>Keller Williams Real Estate-Conshohocken</u> Company Address <u>625 Ridge Pike W F, Conshohocken, PA 19428</u> Company Phone <u>(610)828-2224</u> Company Fax <u>(610)828-8953</u> Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Binnie Bianco</u> Direct Phone(s) <u>(484)576-7219</u> Cell Phone(s) <u>(610)348-4101</u> Fax <u>(610)828-9558</u> Email <u>binnibianco@gmail.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
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Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: YG KG

Seller Initials: JS JMS



1. By this Agreement, dated March 26, 2021, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the Identified Property.

2. PURCHASE PRICE AND DEPOSITS (3-15)

(A) Purchase Price

- 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement;
- 2. Additional Deposit within _____ days of the Execution Date;
- 3. _____

by Buyer as follows:
 \$ _____
 \$ _____
 \$ _____

Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SETTLEMENT AND POSSESSION (6-13)

(A) Settlement Date is June 30, 2021

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

- 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
- 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

4. DATES/TIME IS OF THE ESSENCE (3-15)

(A) Written acceptance of all parties will be on or before: March 28, 2021

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

5. FIXTURES AND PERSONAL PROPERTY (6-20)

(A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

62 Buyer Initials

Y.S.G.

Seller Initials

[Handwritten Signature]

63 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating;
64 HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated
65 below: any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included:
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68 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement:
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71 (D) EXCLUDED fixtures and items:
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73 6. ZONING (4-14)

74 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

75 Zoning Classification, as set forth in the local zoning ordinance:
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77 7. FINANCING CONTINGENCY (4-14)

78 WAIVED. This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an appraisal contingency
79

80 ELECTED.
81

82 (A) This sale is contingent upon Buyer obtaining financing according to the following terms:

83 First Loan on the Property

84 Loan Amount \$ _____

85 Minimum Term 20 years

86 Type of Loan Commercial

87 Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.

Second Loan on the Property

Loan Amount \$ _____

Minimum Term _____ years

Type of Loan _____

Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.

90 (B) Financing Commitment Date May 28, 2021

91 (C) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.

92 (D) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.

93 (E) Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

94 8. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

95 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will, within _____ days (5 if not specified) of said change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

96 9. SELLER REPRESENTATIONS (1-20)

97 (A) Status of Water

98 Seller represents that the Property is served by:

99 Public Water Community Water On-site Water None _____

100 (B) Status of Sewer

101 1. Seller represents that the Property is served by:

102 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)

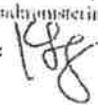
103 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)

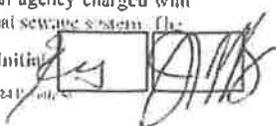
104 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

105 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

106 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

107 Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, after repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The

108 Buyer Initials: 

Seller Initials: 

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local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987) Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

- (C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
- (D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C)
- (E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here:

(F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here:

(G) Seller knows of no other potential notices (including violations) and/or assessments except as follows:

(H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation

- (I) **Internet of Things (IoT) Devices**
 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
 4. This paragraph will survive settlement.

10. WAIVER OF CONTINGENCIES (9-05)
If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

189 Buyer Initials:

Seller Initials:

190 11. BUYER'S DUE DILIGENCE (3-15)

191 **WAIVED.** This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including
192 fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property **IN ITS PRESENT**
193 **CONDITION**, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this
194 Agreement.

195 **ELECTED.** This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condi-
196 tion and permitted use of the property is satisfactory. Buyer may, within _____ days (30 if not specified) from the Execution
197 Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the
198 condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifica-
199 tions and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's
200 expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land,
201 improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due
202 diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due
203 Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to
204 the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's
205 intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and
206 effect in accordance with the terms and conditions as more fully set forth in this Agreement.

- 207 (A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed
208 herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property **IN ITS PRESENT CON-**
209 **DITION** unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own
210 inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.
211 Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or
212 determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the
213 permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection
214 of any of the systems contained therein.
- 215 (B) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 216 (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance
217 for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance
218 and possible premium increases.

219 12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

220 (A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a
221 property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value
222 for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed
223 value of the property and result in a change in property tax.

224 (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in
225 rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement
226 and before settlement, Seller will within _____ days (10 if not specified) of receiving the notices and/or assessments provide a
227 copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 228 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
229 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
230 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
231 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within _____ days
232 (10 if not specified) that Buyer will:
- 233 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
234 Paragraph 26 of this Agreement, OR
235 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
236 Paragraph 24 of this Agreement.

237 If Buyer fails to respond within the time stated in Paragraph 12(B) (2) or fails to terminate this Agreement by written notice to
238 Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

239 (C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
240 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
241 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the
242 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

243 (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If
244 any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement,
245 Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by
246 written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with
247 all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice
248 of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement
249 remain in full force and effect.

250 13. TAX DEFERRED EXCHANGE (4-14)

251 (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
252 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be
253 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any

254 Buyer Initials:

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Seller Initials:

SE [Signature]

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additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

- (B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.
14. **COMMERCIAL CONDOMINIUM (10-01)**
- NOT APPLICABLE.
 - APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 et seq.).

15. **TITLES, SURVEYS AND COSTS (6-20)**
- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
 - (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
 - (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
 - (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer.
 - (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).
 - (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.
 - Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.
 - (G) **COAL NOTICE (Where Applicable)**
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
 - (H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here.
 - (I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:

Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.

2 **Notice Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers agree

320 Buyer Initials:

Seller Initials:

321 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
322 the Act gives certain rights and protections to buyers.

323 16. MAINTENANCE AND RISK OF LOSS (10-06)

- 324 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con-
325 dition, normal wear and tear excepted.
326 (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed,
327 or damaged as a result of any cause whatsoever.
328 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
329 replaced, Buyer will:
330 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller; OR
331 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
332 Paragraph 24 of this Agreement.

333 17. RECORDING (9-05)

334 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
335 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

336 18. ASSIGNMENT (1-10)

337 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
338 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
339 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

340 19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- 341 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
342 laws of the Commonwealth of Pennsylvania.
343 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
344 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
345 Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by
346 Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

347 20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)

348 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
349 for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal
350 police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular prop-
351 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

352 21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

- 353 Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the
354 Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor
355 (Seller) is a foreign person.
356 Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal
357 Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To
358 inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees
359 to furnish Buyer, at or before closing, with the following:
360 An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a for-
361 eign person.
362 A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
363 Other:

364 22. REPRESENTATIONS (1-10)

- 365 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
366 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
367 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
368 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
369 be altered, amended, changed or modified except in writing executed by the parties.
370 (B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

371 23. BROKER INDEMNIFICATION (6-13)

- 372 (A) Buyer and Seller represent that the only Brokers involved in this transaction are: **Keller Williams R.E. Conshohocken and**
373 **Coldwell Banker Preferred**
374 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any
375 claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party
376 shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify
377 and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either
378 party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any
379 person or entity. This paragraph shall survive settlement.
380 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an
381 expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide
382 advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa-
383 tions or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop-
384 erty, including but not limited to those conditions listed in Paragraph 9(C).

385 Buyer Initials: Hy 4-9

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Seller Initials: [Signature]

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies.

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller directing Broker how to distribute some or all of the deposit monies.

3. According to the terms of a final order of court

4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved (See Paragraph 24 (C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer

1. Fail to make any additional payments as specified in Paragraph 2, OR

2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR

3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer on account of deposit monies

1. On account of purchase price, OR

2. As monies to be applied to Seller's damages, OR

3. As liquidated damages for such default.

(G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

(H) If Seller retains all sums paid by Buyer, including deposit monies as liquidated damages pursuant to Paragraph 24 (F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

25. ARBITRATION OF DISPUTES (1-10)

Buyer and Seller agree to arbitrate any dispute between them that arises out of or under this Agreement. A written demand for arbitration by either Buyer or Seller, each party will select a candidate for an arbitrator. The time to select a third party arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Commonwealth Code Title 42 Pa. C.S.A. §734 or any successor statute. This agreement to arbitrate disputes arising from this Agreement will survive settlement.

26. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual unit for damages, disposal of debris or the delivery to the unit of water services system, or any other defects or conditions of the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law of this state. If this release will be a pre-condition to the purchase of the Property, it shall be subject to the approval of the Buyer.

27. REAL ESTATE RECOVERY FUND (1-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all available remedies. For more information about the Fund, call (717) 783-3658.

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)

Buyer and Seller agree that any communication with Buyer, that provision shall be satisfied by communication/delivery to the Broker by 5:00 PM on any business day. If there is no Broker for Buyer, these provisions may be satisfied only by communication/delivery being made directly to the Buyer.

Buyer Initials:

Seller Initials:

452 parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall
453 be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied
454 only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

455 29. NOTICE BEFORE SIGNING (4-14)

456 Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers
457 have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this
458 Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax
459 effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not
460 limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge
461 receipt of a copy of this Agreement at the time of signing. This Agreement may be executed in one or more counterparts, each of
462 which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.
463 WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return of this Agreement, and any addenda and amend-
464 ments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

465 30. SPECIAL CLAUSES (4-14)

466 (A) The following are part of this Agreement if checked:

- 467 Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
468 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
469 Zoning Approval Contingency Addendum to Agreement of Sale (PAR Form ZA)
470 See attached Addendum

471
472
473 (B) Additional Terms:

474 1588 Y.G. Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.
475 1588 Y.G. Code §35.336.
476 1588 Y.G.

477 Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

478 1588 Y.G. Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
479 before signing this Agreement.

480 SELLER John Gider DATE _____
John Gider

481 Mailing Address 115 Ava Ct, Plymouth Meeting, PA 19462-2844

482 Phone(s) _____ Fax _____ Email _____

483 BUYER Kimberly Gider DATE _____
Kimberly Gider

484 Mailing Address 115 Ava Ct, Plymouth Meeting, PA 19462-2844

485 Phone(s) _____ Fax _____ Email kimxgider@yahoo.com

486 BUYER DATE _____

487 Mailing Address

488 Phone(s) _____ Fax _____ Email _____

489 AUTHORIZED REPRESENTATIVE

490 Title

491 COMPANY

492 Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

493 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

494 VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized
495 by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or
496 exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the
497 shareholders pursuant to 15 P.S. § 1502.

498 SELLER Jeffrey Stanley DATE 3/20/21
Jeffrey Stanley

499 Mailing Address 218 Brittonair, West Conshohocken, PA 19428

500 Phone(s) _____ Fax _____ Email _____

501 SELLER Elizabeth Stanley DATE 3/28/21
Elizabeth Stanley

502 Mailing Address 218 Brittonair Ave, West Conshohocken, PA 19428

503 Phone(s) _____ Fax _____ Email _____

504 SELLER DATE _____

505 Mailing Address

506 Phone(s) _____ Fax _____ Email _____

507 AUTHORIZED REPRESENTATIVE

508 Title

509 COMPANY

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

1 PROPERTY 824 FAYETTE ST
2 CONSHOHOCKEN, PA 19428
3 SELLER Jeffery Stanley, Elizabeth Stanley
4 BUYER Yalcin Gider, Kimberly Gider
5 DATE OF AGREEMENT March 26, 2021
6

7 (1) Use and Occupancy Permit: 12 (c) of the Agreement of Sale, the Seller will deliver, at settlement, an Use and
8 Occupancy Permit from the Borough of Conshohocken, ONLY for the 2nd and 3rd floor 2 bedroom apartment and any
9 other exterior building violations other than the first floor "restaurant" retail use.
10

11 (2) First Floor and Basement- Equipment: prior to settlement, the Seller, at the Seller sole cost and expense, shall remove
12 all business equipment and all personal property.
13

14 (3) In the event settlement is less than 30 days after approvals, the buyer is willing to extend the
15 settlement date to allow seller to have equipment removed.
16

17 [Handwritten signatures and initials: JAS, JGS, YG, KB]

37 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.
38

39 WITNESS BUYER Yalcin Gider DATE 3.22.2021
40

41 WITNESS BUYER Kimberly Gider DATE 3.22.2021
42

43 WITNESS BUYER _____ DATE _____
44

45 WITNESS SELLER Jeffery Stanley DATE _____
46

47 WITNESS SELLER Elizabeth Stanley DATE _____
48

49 WITNESS SELLER _____ DATE _____
50

51 WITNESS SELLER _____ DATE _____
52



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6/01

TENANT-OCCUPIED PROPERTY ADDENDUM TO AGREEMENT OF SALE

TOP

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY 824 FAYETTE ST, CONSHOHOCKEN, PA 19428**
2 **SELLER Jeffery Stanley, Elizabeth Stanley**
3 **BUYER Yalcin Gider, Kimberly Gider**

- 4 1. Within days (5 days if not specified) of the Execution Date of the Agreement, Seller will furnish to Buyer copies of all written
- 5 lease agreements currently in effect and memoranda of the terms of all oral leases for the Property. Where the full amount of security
- 6 deposits paid by tenants will not be transferred at settlement, Seller will furnish to Buyer in writing the tenants' names, the amount of
- 7 the security deposits, the amounts deducted, the dates and reasons for deduction and the tenants' written notification or
- 8 acknowledgment of the deduction.

- 9 2. Upon receipt of all leases, and/or memoranda, or if Seller fails to provide the leases and/or memoranda within the time stated,
- 10 whichever is first, Buyer will, within _____ days (5 if not specified):
- 11 (A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
- 12 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 13 the Agreement of Sale, OR
- 14 (C) Enter into a mutually acceptable written agreement with Seller.
- 15 If Buyer and Seller do not reach a written agreement during the time stated in this paragraph, and Buyer does not terminate
- 16 the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the
- 17 RELEASE paragraph of the Agreement of Sale.

- 18 3. Seller will assign all leases and security deposits together with the interest, if any, to Buyer at settlement.

- 19 4. Other than obligations set forth in any written lease agreement(s), Seller represents that there are no unsatisfied commitments or
- 20 agreements, whether oral or written, requiring Seller to fulfill any financial or other obligation to any tenant.

- 21 5. Seller will notify all Tenants in writing of the change in ownership at time of settlement.

- 22 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

SIGN
HERE

23 BUYER <u>Yalcin Gider</u>	DATE <u>3-26-2021</u>
24 BUYER <u>Kimberly Gider</u>	DATE <u>3-26-2021</u>
25 BUYER _____	DATE _____
26 SELLER <u>Jeffery Stanley</u>	DATE _____
27 SELLER _____	DATE _____
28 SELLER <u>Elizabeth Stanley</u>	DATE _____



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9/15

DEPOSIT MONEY NOTICE TO BUYER (Prior to Delivery to Listing Broker)
(For cooperative sales when Broker for Seller is holding deposit money)

DMN

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 824 FAYETTE ST, CONSHOHOCKEN, PA 19428
2 **SELLER** Jeffery Stanley, Elizabeth Stanley
3 **BUYER** Yalcin Gider, Kimberly Gider
4 **DATE OF AGREEMENT** March 26, 2021
5 **LISTING BROKER (BROKER FOR SELLER)** Keller Williams Real Estate-Conshohocken
6 **SELLING BROKER** Coldwell Banker Preferred

- 7
- 8 1. Listing Broker is a Pennsylvania licensed real estate broker who is required to hold your sales deposit in escrow.
- 9 2. Selling Broker is accepting your deposit on behalf of and for transfer to the Listing Broker.
- 10 3. If the deposit is in the form of a check, the check must be made payable to the Listing Broker.
- 11 4. The Broker holding deposits will retain deposits in escrow until consummation or termination of the Agreement of Sale in con-
- 12 formity with all applicable laws and regulations.



BUYER Yalcin Gider DATE 3.21.2021
Yalcin Gider

BUYER Kimberly Gider DATE 3.21.2021
Kimberly Gider

BUYER _____ DATE _____



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04/14

PARID: 050002984008

STANLEY JEFFREY M & ELIZABETH ANN

824 FAYETTE ST

Parcel

TaxMapID 05032 034
 Parid 05-00-02984-00-8
 Land Use Code 4100
 Land Use Description C - RETAIL, OFFICE, APTS. - MULTI-USE
 Property Location 824 FAYETTE ST
 Lot #
 Lot Size 2120 SF
 Front Feet 20
 Municipality CONSHOHOCKEN
 School District COLONIAL
 Utilities ALL PUBLIC//

Owner

Name(s) STANLEY JEFFREY M & ELIZABETH ANN
 Name(s)
 Mailing Address 218 BRITTMOIR AVE
 Care Of
 Mailing Address
 Mailing Address WEST CONSHOHOCKEN PA 19428

Current Assessment

Appraised Value	Assessed Value	Restrict Code
120,570	120,570	

Estimated Taxes

County 438
 Montco Community College 47
 Municipality 543
 School District 2,817
 Total 3,845
 Tax Lien [Tax Claim Bureau Parcel Search](#)

Last Sale

Sale Date 21-MAY-97
 Sale Price \$1,642
 Tax Stamps 833
 Deed Book and Page 5186-01489
 Grantor
 Grantee STANLEY JEFFREY M & ELIZABETH ANN
 Date Recorded 23-MAY-97

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
05-21-1997	\$1,642	833	5186-01489		STANLEY JEFFREY M & ELIZABETH ANN	05-23-1997
08-30-1990	\$150,000	1500	4958-00117		MEYERS RICHARD & JUAN ARCE	09-17-1990
08-11-1989	\$125,000	1250	4921-01059		JOHNSON MARK & MARY BETH	08-28-1989
12-18-1986	\$1	0	4848-00289		SPERA LOUIS J	08-17-1987

02-28-1985	\$62,000	620	-	SPERA LOUIS J & FRANCES A
05-21-1980	\$1	0	-	FRAGALE MADELINE

Lot Information

Lot Size	2120 SF
Lot #	
Remarks	
Remarks	
Remarks	

Commercial Parcel Summary

No. of Cards	1
Land Use Code	4100
Gross Building Area (Total of all Cards)	2,964
Total Living Units	1

Commercial Parcel Summary

Use	Area
DWG CONV-SALES	1,025
DWELLING	1,344
UNFIN RES BSMT	595

Commercial Card Summary

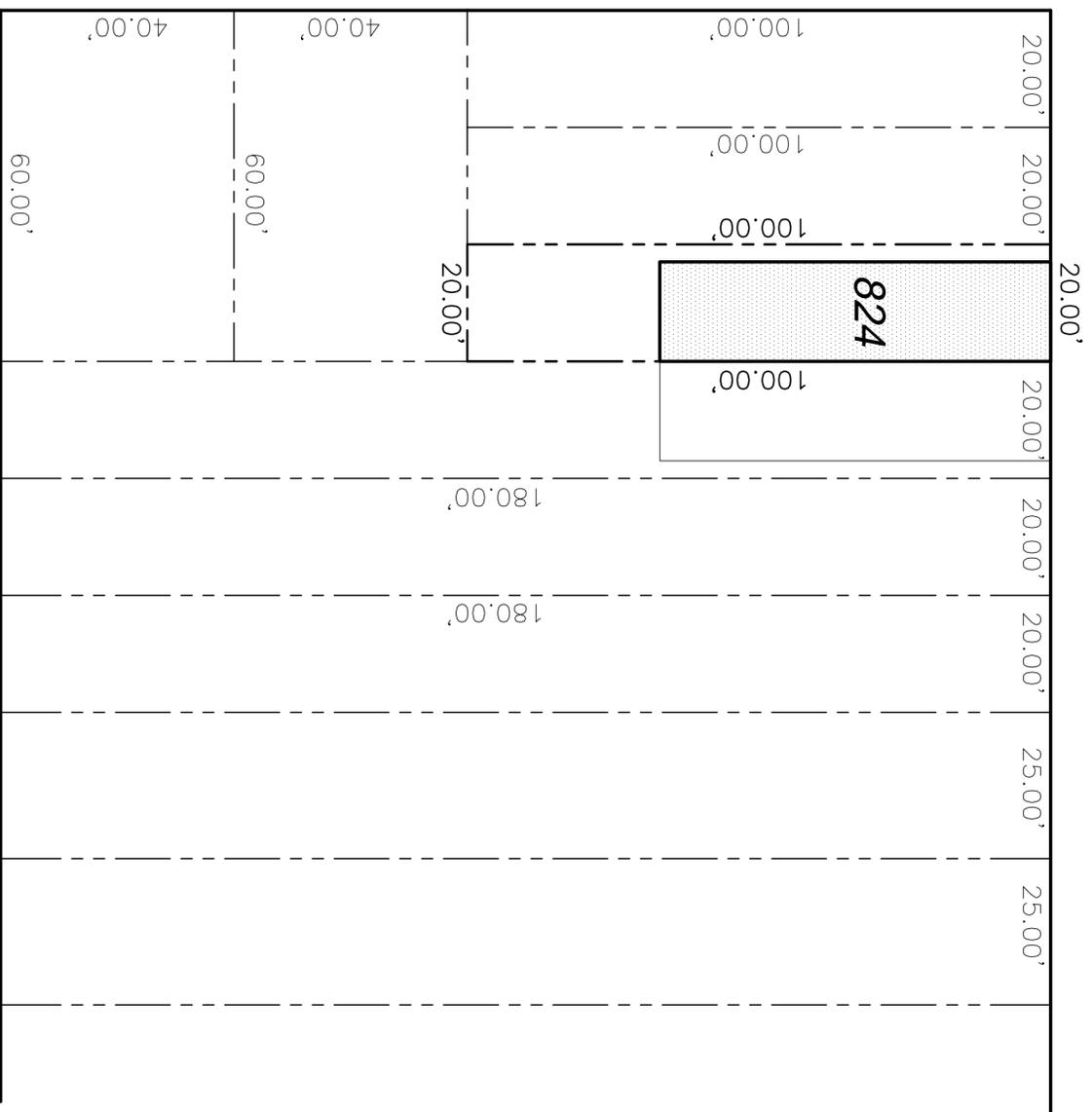
Card	1
Imp Name	BOLERO'S PIZZA
Structure Code	105
Structure	MIXED RESIDENTIAL/COMMERCIAL
Sprinkler	N
Units	
Identical Units	1
Year Built	1910
Gross Building Area	
Elevator/Escalator	N

Assessment History

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
120,570	120,570			O	16-MAY-97
	120,570		01-JAN-98	REASSESSMENT	
	4,500		01-JAN-87		

FAYETTE STREET
(100' WIDE)

WEST 9TH AVENUE
(80' WIDE)



FORREST STREET
(66' WIDE)

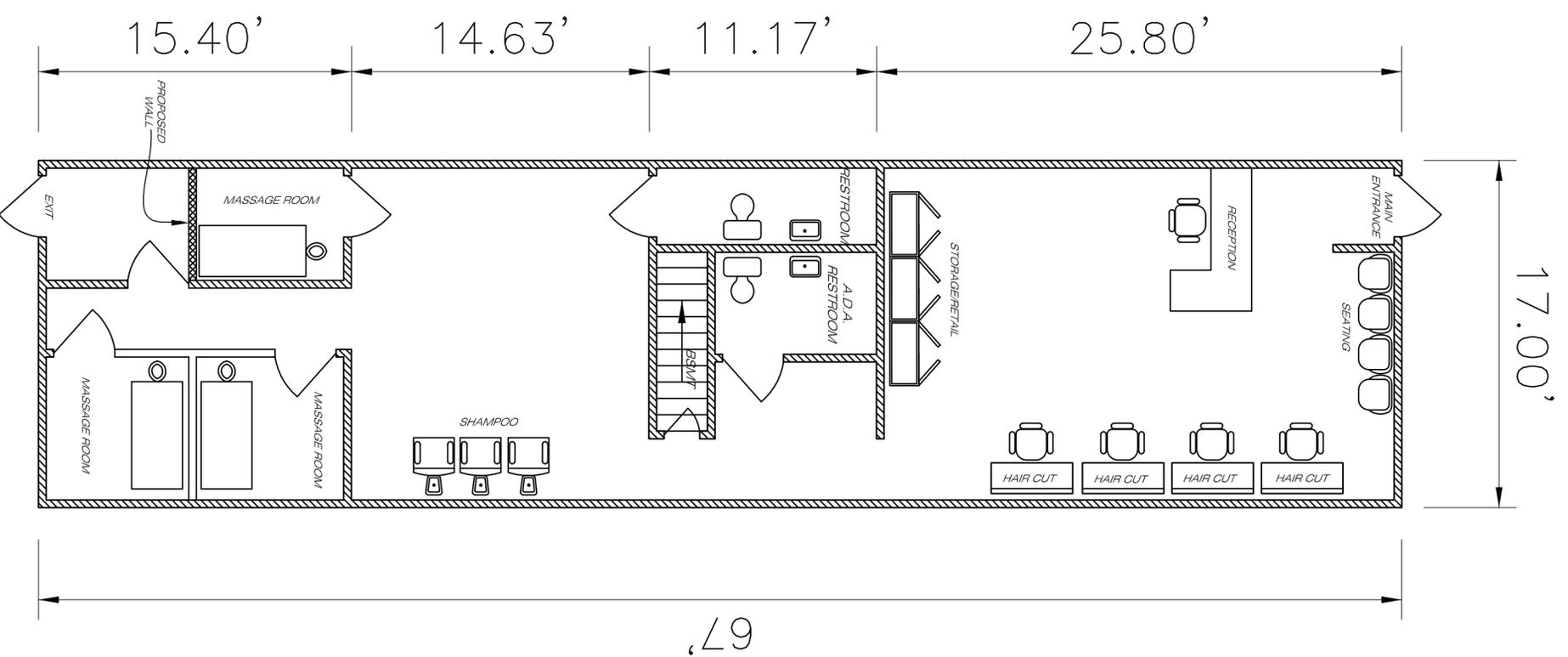
FIRST FLOOR PLAN

SALON & SPA BY KIMBERLY GIDER

PROPERTY SITUATE AT

824 FAYETTE STREET
CONSHOHOCKEN BOROUGH
MONTGOMERY COUNTY, PA

DATE: MAY 12, 2021



BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

IN RE: APPLICATION OF KIMBERLY GIDER

REGARDING

902-904 FAYETTE STREET

DECISION OF THE BOARD

I. History of the Case:

By application dated April 5, 2013 (the "Application"), Kimberly Gider (the "Applicant") seeks zoning relief from the Zoning Hearing Board (the "Board"), in the nature of a special exception from Section 27-703.B (the "Special Exception") to the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance") for the change of a non-conforming use of real property (the "Proposed Relief"), as said provision relates to real property located at 902-904 Fayette Street in Conshohocken (the "Property"). The Property is presently zoned Residential Office District ("RO"). The Applicant is requesting that she be permitted to convert the use of the first floor of the building on the Property, which is presently vacant space that had previously housed Main Line Health Clinic, and prior to that was a doctor's office for many years, and replace it with an esthetic health salon and personal grooming/beauty spa (the "Proposed Use"). There is no off street parking at the Property.

The Zoning Ordinance permits a non-conforming use to be changed to another non-conforming use "which is equally appropriate or more appropriate" and is "no more detrimental than the existing non-conforming use, as a special exception by the Zoning Hearing Board." Id. at Section 27-703.B.1.

A public hearing was held before the Board on the evening of May 6, 2013, at 8:00 p.m., prevailing time, at the Borough Hall in Conshohocken, Pennsylvania (the "Hearing"). At the conclusion of the Hearing, the Board discussed the issue and rendered a decision. Due notice was given for the public hearing.

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

II. Findings of Fact:

1. The Applicant is Kimberly Gider, 115 Ava Court, Plymouth Meeting, Pennsylvania. The Property is owned by Patricia Warg and Carolann Tornetta of 1911 Sandy Hill Road, Plymouth Meeting, Pennsylvania. The Applicant is the proposed tenant of a portion of the Property. Said Applicant was represented by John A. DiPietro, Esquire, at the Hearing.

2. The property involved is 902-904 Fayette Street, Conshohocken, Pennsylvania. The Property is zoned RO and the first floor, encompassing approximately eighteen hundred ninety square feet (1890'), is presently approved as a non-conforming commercial property. It was used most recently as a Main Line Health Clinic, and prior to that for many years as a doctor's office. During that time period it never had off street parking available.

3. The Applicant is a licensed esthetician, who works with clients in a variety of cosmetic, health, personal grooming and esthetic clinical services. The Applicant intends to run her facility on the first floor of the building on the Property (the "Site") as noted on Exhibit P-2. Essentially, the Site would be used for manicures, pedicures, massage, waxing and similar skin related services. Nothing of a medical nature would occur at the Site, but instead would be referred to a physician elsewhere.

4. The Applicant testified that there would be between eight (8) and ten (10) clients at any given time at the Site along with approximately four (4) employees.

5. The Applicant acknowledged that there was no parking at the Site, but stressed that there often was ample space to park on the street in that portion of the Borough, and further stated that all employees would be directed to park at least one (1) block away, on Forrest Avenue, to alleviate any stress upon on-street parking.

6. Under questioning from the Board, the Applicant advised that she intended to be open from approximately 9 a.m. until 8 p.m. Monday through Friday, and 9 a.m. until 6 p.m. on Saturday.

7. The Applicant presented over sixty (60) letters of support signed by surrounding neighbors (Exhibit P-3), and advised that she had spoken with neighbors about her intended use and faced no opposition to it. Included in those letters was a letter from Gary DeMedio, President of the Conshohocken Economic Development Corporation, in support of the Application.

8. The Applicant argued that the Proposed Use was in keeping with the nature of the surrounding community, with minimal impact on parking or otherwise. The Applicant stressed that she had been speaking with the other local businesses in the area and intended to cross sell/cross market their services and products.

9. Counsel to the Applicant stressed that over the last few years, that portion of the Borough had become home to similar types of business, and that the Proposed Use would fit in very well with that area.

10. A proposed change in non-conforming use requires Board approval that the proposed change be "equally appropriate or more appropriate" for, and no more detrimental to, the surrounding neighborhood. See Zoning Ordinance Section 27-703.B.

11. The Applicant reiterated that the Proposed Use would be less detrimental or intrusive and equally appropriate for the surrounding neighborhood than the present use, and would likely have no appreciable impact to the surrounding community. Applicant's counsel submitted a legal memorandum to support such contention.

12. No one from the public testified against the Application.

13. Matt Ryan, a local Borough Council representative, as well as several other local business owners, testified in favor of the Application.

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

III. Discussion:

The Applicant seeks the Special Exception in order to permit the Proposed Use pursuant to Section 27-703.B to allow the change in non-conforming use of the Property from the prior use as a Main Line Health Clinic (i.e. doctor's office) to the Applicant's proposed use as an esthetic health salon and personal grooming/beauty spa. See Zoning Ordinance Section 27-703.B.

Applicant has argued that the Proposed Use is in keeping with the surrounding neighborhood and has offered over sixty (60) letters of support from neighbors and the owners of surrounding business owners. No one has testified to the contrary or opposed the Application.

Section 27-703.B of the Zoning Ordinance permits a non-conforming use to be changed to another non-conforming use as a special exception by the Board when such non-conforming use is "equally appropriate or more appropriate to the district in which the property is located, and is no more detrimental than the existing non-conforming use." Id. Non-conforming uses are an anomaly in zoning law, as they permit a property owner rights that all others in the

neighborhood are not permitted. This requires the Board to carefully and deliberately balance the competing interests of a property owner whose use rights pre-date changes in the Zoning Ordinance with the interests of the rest of the community. Any change in non-conforming use must be equally as appropriate or more appropriate to the surrounding neighborhood in order to gain approval. See Zoning Ordinance Section 27-703.B.

The Board has reviewed the Proposed Relief carefully in connection with the requirements of Section 27-703.B as well as the MPC standards for granting the Proposed Relief. See MPC, at 53 P.S. §10910.2. The Board has been convinced that the Proposed Use, though still non-conforming, is no more inappropriate for the surrounding neighborhood than the presently permitted use. Further, the Board is persuaded by the testimony offered from the Applicant and evidence submitted that the Proposed Use will likely not negatively impact the surrounding neighborhood, as there will be limited numbers of users of the Site at any given moment — and there appears to be wide spread support for the Proposed Use in the location. The Board is also impressed by the number of supporters the Applicant was able to get to sign the letter in support of the Application. Thus, this Proposed Use, while still non-conforming, appears to add little, if any, traffic (foot or vehicular) to the neighborhood, and appears to be a minimally intrusive use of the Site.

Therefore, the Board finds the Application meets the requirements of Zoning Ordinance Section 27-703.B that the Proposed Use is no less appropriate for the surrounding neighborhood. As a result, the Board, upon thorough and deliberate review of the materials submitted and testimony offered, has determined that the Proposed Relief is proper, and hereby grants the Special Exception pursuant to Zoning Ordinance Section 27-703.B to permit the Proposed

Relief, provided the use is in accordance with the testimony and evidence offered by the Applicant.

IV. Conclusions of Law:

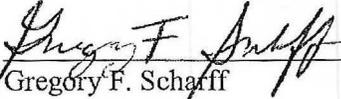
1. The matter was properly presented before the Board.
2. The matter was properly advertised and the hearing both timely and appropriately convened in accordance with the provisions of both the Zoning Ordinance and the MPC.
3. The Zoning Ordinance and the MPC both give the Board the necessary discretion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

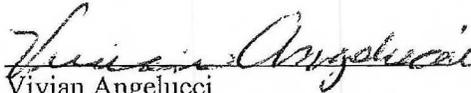
ORDER

The Board grants the Applicant's request for the Proposed Relief from Zoning Ordinance Section 27-703.B to accommodate a change in non-conforming use for the Property. Such relief is granted subject to the Applicant maintaining the Proposed Use in conformity with the information provided to the Board as well as all other regulations of the Borough.

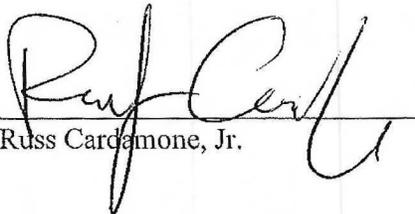
CONSHOHOCKEN ZONING HEARING BOARD


Richard Barton, Chairman


Gregory F. Schaff


Vivian Angelucci

Janis B. Vacca


Russ Cardamone, Jr.

ORDER

The Board grants the Applicant's request for the Proposed Relief from Zoning Ordinance Section 27-703.B to accommodate a change in non-conforming use for the Property. Such relief is granted subject to the Applicant maintaining the Proposed Use in conformity with the information provided to the Board as well as all other regulations of the Borough.

CONSHOHOCKEN ZONING HEARING BOARD

Richard Barton, Chairman

Gregory F. Scharff

Vivian Angelucci

Janis B. Vacca

Russ Cardamone, Jr.

Signature: Janis B. Vacca
Janis B. Vacca (Jun 4, 2013)

Email: jvacca@harmangroup.com