



BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

MAYOR

Yaniv Aronson

BOROUGH COUNCIL

Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

AUGUST 18, 2025, ZONING HEARING BOARD MEETING PACKET

343 West 10th Avenue
Millennium IV (M4) Office Building Development

Page 2
Page 50



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE AUGUST 18, 2025 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2025-11

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on August 18, 2025 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428.

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

PETITIONER: Sam and Olivia Pitkow
343 West 10th Avenue
Conshohocken, PA 19428

PREMISES INVOLVED: 343 West 10th Avenue
Conshohocken, PA 19428
BR-1 – Borough Residential District 1

OWNER OF RECORD: Olivia Fullerton and Samuel Pitkow
343 West 10th Avenue
Conshohocken, PA 19428

The Petitioner is seeking a variance from Section §27-809.1, Table A.1.a.ii to permit a 54-inch high fence within the front yard of the corner property whereas no fence is permitted between the front wall of a principal structure and the legal right-of-way of the street toward which the wall is oriented.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: August 12, 2025

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 343 West 10th Avenue – Zoning Determination

History of the Site:

343 West 10th Avenue is comprised of a 5,250 SF corner property that fronts on West 10th Avenue and Freedley Street. The property is comprised of an existing single-family semi-detached (twin) residential dwelling that was constructed in 1926. The property shares a party wall along the eastern property line with 341 West 10th Avenue. The existing dwelling is a two (2)-story, approximately 753 SF stucco building with an approximately 117 SF open front porch and rear wooden deck. The front entrance to the dwelling faces Freedley Street and a lead walk from the sidewalk on West 10th Avenue to the house. In addition, there is an existing detached garage off of a 20 ft wide unnamed alley. The garage shares a common wall with the garage of the adjoining neighbor located at 341 West 10th Avenue.

The corner property is located within the BR-1 – Borough Residential District 1 zoning district. The site is fronted by West 10th Avenue (80 ft wide right-of-way) to the north and Freedley Street (66 ft wide right-of-way) to the west; an unnamed alley (20 ft right-of-way) and Sutcliffe Park to the south; and residential properties in all other directions. The unnamed alley located to the rear of the property also provides shared access and off-street parking spaces for Sutcliffe Park.

Current Request:

The Applicant is proposing to install a 54-inch high aluminum fence starting from the edge of the front porch along the front yard of the property to the existing detached garage in the rear of the property. The Applicant is seeking a variance from Section §27-809.1, Table A.1.a.ii to permit a 54-inch high fence within the front yard of the corner property, whereas no fence is permitted between the front wall of a principal structure and the legal right-of-way of the street toward which the wall is oriented.

Zoning Determination:

In accordance with Section §27-809.1, Table A.1.a.ii of the Zoning Ordinance, the maximum height for fences on improved lots for the yard area between the front wall of a principal structure and the legal right-of-way of the street toward which the wall is oriented within the BR-1 zoning district is none permitted. Since the Applicant is proposing to install a new 54-inch high aluminum fence within the front yard area of the property extending from the edge of the existing open front porch and along Freedley Street to tie back to the edge of the existing detached garage, the Applicant is required to seek a variance

from Section §27-809.1, Table A.1.a.ii to permit a 54-inch high fence between the front wall of a principal structure and the legal right-of-way of Freedley Street in which the wall is oriented, whereas no fence is permitted.

Should the zoning relief be granted, the Applicant will be required to install the new fence outside of the Freedley Street right-of-way and setback at least two (2) ft from the edge of the alley cartway in accordance with the additional regulations under Sections §27-809.1, Table B.2.A and B of the Zoning Ordinance.

JUL 18 '25 PM2:45

RECEIVED



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: Z-2025-11Date Submitted: 7/18/25Date Received: 7/18/25

1. Application is hereby made for:

☐ Special Exception ☒ Variance☐ Appeal of the decision of the zoning officer☐ Conditional Use approval ☐ Interpretation of the Zoning Ordinance☐ Other _____

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

27-809.1, Table A.1.a.ii

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

343 W. 10th Ave Conshohocken PA 19428

4. Applicant's Name:
- sam + olivia pitkow

Address: 343 W. 10th Ave Conshohocken PA 19428Phone Number (daytime): 717-683-2337E-mail Address: e.fullerton2@gmail.com | sampit16@gmail.com

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

6. Property Owner:
- sam + olivia pitkow

Address: * same as above *

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions:
- 140 x 37.5
- 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.

343 W 10th Ave is our home. We have a detached garage.

10. Please describe the proposed use of the property.

To live here with a fence on our property lines.

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

To add a fence that begins at the back edge of our front porch and extends into our side yard, beyond the structure's footprint, but still stays at least 4 inches within our property line.

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

Because many residents of corner lots have been able to do what we are asking for.
Safety of our kids. People walk-thru. and park in our yard repeatedly.

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

a. The unique characteristics of the property: Our house back up to Sutcliffe Park

b. How the Zoning Ordinance unreasonably restricts development of the property:
We are unable to fence in our full yard

c. How the proposal is consistent with the character of the surrounding neighborhood. Neighbors on corner lots have fences on the side yard facing Franklin St.

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.

We want to eliminate people walking/parking in our yard to get to Sutcliffe Park.

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).

27-809.1, Table A.1.20ii

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

Because of 20⁺ corner lot properties have fences
penetrate the frame of their structures.

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: _____

b. Address: _____

c. Phone Number: _____

d. E-mail Address: _____

N/A

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

Sam Pidrow

Applicant

Sam & Olivia Pidrow

Legal Owner

7/17/25
Date

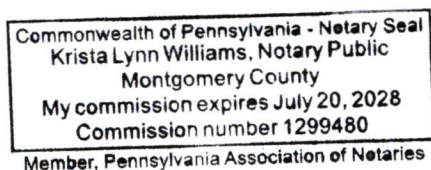
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 17 day of
July, 2025.

Krista Lynn Williams
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: _____

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

PARTIES

BUYER(S) Olivia Fullerton and Samuel Pitkow

SELLER(S) Mary E Rippel

BUYER'S MAILING ADDRESS:

301 Washington Street Apt 1414, Conshohocken, PA 19428

SELLER'S MAILING ADDRESS:

343 W 10th Ave, Conshohocken, PA 19428

PROPERTY

ADDRESS (including postal city) 343 W 10th Ave, Conshohocken, PA

ZIP 19428

in the municipality of Conshohocken Boro

, County of Montgomery

in the School District of Colonial

, in the Commonwealth of Pennsylvania.

Tax ID #(s): 05-00-10948-009

and/or

Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Keller Williams Real Estate-Blue Bell

Licensee(s) (Name) Carol Young, Ron Young

Emily Bergson-Shilcock, Samuel Pitkow

Company License # RB063555

State License # RS135052A

Company Address 910 Harvest Dr Ste, Blue Bell, PA 19422

Direct Phone(s) 215-654-6010

Cell Phone(s) 215-370-3093

Company Phone (215) 646-2900

Email Sam@ronandcarolyoung.com

Company Fax (215) 654-6060

Licensee(s) is (check only one):

Broker is (check only one):

☐ Buyer Agent (Broker represents Buyer only)

☐ Buyer Agent (all company licensees represent Buyer)

☒ Dual Agent (See Dual and/or Designated Agent box below)

☒ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ 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) Keller Williams Real Estate-Blue Bell

Licensee(s) (Name) Greg Parker

Company License # RB063555

State License # AB067333

Company Address 910 Harvest Dr Ste, Blue Bell, PA 19422

Direct Phone(s) _____

Cell Phone(s) (215) 239-7953

Company Phone (215) 646-2900

Email greg@callgregparker.com

Company Fax (215) 654-6060

Licensee(s) is (check only one):

Broker is (check only one):

☐ Seller Agent (Broker represents Seller only)

☐ Seller Agent (all company licensees represent Seller)

☒ Dual Agent (See Dual and/or Designated Agent box below)

☒ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ 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:

OF
10/17/20
3:51 PM EDT
dotloop verified

SP
10/17/20
3:49 PM EDT
dotloop verified

ASR Page 1 of 14

Seller Initials:

MR



Pennsylvania Association of Realtors®

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2020
rev. 5/20; rel. 7/20

1. **By this Agreement, dated** 10/17/2020,
Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
2. **PURCHASE PRICE AND DEPOSITS (4-14)**
(A) Purchase Price \$ 360,000.00
(three hundred sixty thousand _____ U.S. Dollars), to be paid by Buyer as follows:
1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,
if not included with this Agreement: \$ 10,000.00
2. Additional Deposit within _____ days of the Execution Date: \$ _____
3. _____ \$ _____
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, 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. **SELLER ASSIST (If Applicable) (1-10)**
Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.
4. **SETTLEMENT AND POSSESSION (4-14)**
(A) Settlement Date is 12/04/2020, or before if Buyer and Seller agree.
(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 prorated 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.**
5. **DATES/TIME IS OF THE ESSENCE (1-10)**
(A) Written acceptance of all parties will be on or before: 10/18/2020
(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.

65 Buyer Initials:

OF SP
10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

ASR Page 2 of 14

Seller Initials:

MEK

66 **6. ZONING (4-14)**

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

70 **Zoning Classification, as set forth in the local zoning ordinance:** _____

71 **7. FIXTURES AND PERSONAL PROPERTY (1-20)**

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

75 (B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens,
76 and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting
77 fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric
78 animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television
79 and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps;
80 storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; win-
81 dows covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments);
82 built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking
83 fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane
84 tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: Washer,
85 Dryer, Refrigerator, A/C units all in as-is condition

87 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/
88 vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): _____

90 (D) EXCLUDED fixtures and items: _____

92 **8. MORTGAGE CONTINGENCY (6-19)**

93 ☐ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties
94 may include an appraisal contingency.

95 ☒ ELECTED.

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

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount <u>\$342,000.00</u>	Loan Amount \$ _____
Minimum Term <u>30</u> years	Minimum Term _____ years
Type of mortgage <u>Conventional</u>	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed <u>95</u> %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender <u>Marathon Mortgage</u>	Mortgage lender _____
Interest rate <u>2.75</u> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender , not to exceed a maximum interest rate of <u>3.25</u> %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender , not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

112 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage applica-
113 tion(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case
114 no later than 11/20/2020.

115 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mort-
116 gage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right
117 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's
118 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to
119 make a good faith effort to obtain mortgage financing.

120 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demon-
121 strating lender's conditional or outright approval of Buyer's mortgage application(s):

122 a. Does not satisfy the terms of Paragraph 8(A), OR

123 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be
124 received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in
125 writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension there-
126 of, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming
127 employment).

128 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,

129 **Buyer Initials:**

<u>OF</u>	<u>SP</u>
10/17/20	10/17/20

3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Seller Initials:

<u>DS</u>	<u>MEK</u>
-----------	------------

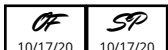
all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (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(s).

- (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.
- (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- (E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.
- (F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.
- (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
 2. If Seller will not make the required repairs, **or if Seller fails to respond within the stated time**, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- If Buyer fails to respond** within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

- (H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.
- Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."
- (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
- ☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- ☐ Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(B)) and Buyer's acceptance of additional required repairs as required by the lender.
- (J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

Buyer Initials:


10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

ASR Page 4 of 14

Seller Initials:



193 **9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**

194 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the
195 Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change
196 in employment; failure or loss of sale of Buyer's home; Buyer having incurred a new financial obligation; entry of a judgment against
197 Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to**
198 **purchase.**

199 **10. SELLER REPRESENTATIONS (1-20)**

200 **(A) Status of Water**

201 Seller represents that the Property is served by:

202 ☒ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐

203 **(B) Status of Sewer**

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

205 ☒ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
206 ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
207 ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
208 ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)
209 ☐

210 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

211 **Notice 1: There is no currently existing community sewage system available for the subject property.** Section 7 of the
212 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
213 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
214 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
215 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
216 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
217 working cooperatively with others.

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

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

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

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

239 **(C) Historic Preservation**

240 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

241 **(D) Land Use Restrictions**

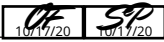
242 1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the
243 following Act(s) (see Notices Regarding Land Use Restrictions below):

244 ☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
245 ☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
246 ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
247 ☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
248 ☐ Other
249

250 2. **Notices Regarding Land Use Restrictions**

251 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations
252 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
253 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

254 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
255 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
256 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
257 may result in the future as a result of any change in use of the Property or the land from which it is being separated.

258 **Buyer Initials:**  3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Seller Initials: 

- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) **Real Estate Seller Disclosure Law**

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) **Public and/or Private Assessments**

1. 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 (excluding assessed value) 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: _____
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(G) **Highway Occupancy Permit**

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

(H) **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.

11. WAIVER OF CONTINGENCIES (9-05)

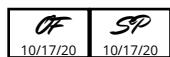
If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options 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 28 of this Agreement.**

12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)

(A) **Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

323 Buyer Initials:


10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

ASR Page 6 of 14

Seller Initials:



- (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)
- (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

Wood Infestation

Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Deeds, Restrictions and Zoning

Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____

Water Service

Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

Radon

Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

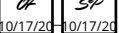
On-lot Sewage (If Applicable)

Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

Property and Flood Insurance

Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

Elected



10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Waived



Elected



10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Waived

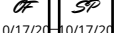


Elected



10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Waived

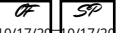


Elected



10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Waived



Elected



10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Waived

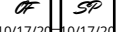


Elected



10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Waived



Elected

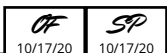


10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Waived



Buyer Initials:



10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Seller Initials:



insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.

Property Boundaries

Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

Lead-Based Paint Hazards (For Properties built prior to 1978 only)

Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.**

Other

The Inspections elected above do not apply to the following existing conditions and/or items:

(D) Notices Regarding Property & Environmental Inspections

- Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.
- Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
- Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
- Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
- Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

13. INSPECTION CONTINGENCY (10-18)

(A) The Contingency Period is 7 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).

(B) **Within the stated Contingency Period** and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):

- If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR**
- If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
- If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**

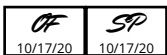
The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

a. Following the end of the Contingency Period, Buyer and Seller will have days (5 if not specified) for a Negotiation Period. During the Negotiation Period:

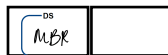
- (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

Buyer Initials:


10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

Seller Initials:



written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.

- b. If no mutually acceptable written agreement is reached, or if Seller fails to respond during the Negotiation Period, within _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:

- (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the stated time**, Buyer will notify Seller in writing of Buyer's choice to:
1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

14. TITLES, SURVEYS AND COSTS (6-20)

- (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.** Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) 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.
- (D) 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.
- (E) 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.
- (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit 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.
- (G) 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 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, 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 26 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 14(C) items (1), (2), (3) and in Paragraph 14(D).
- (H) 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 to and made part of this Agreement.**

(I) **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.

(J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____

(K) 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 to and made part of this Agreement.**

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

15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

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

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:

- a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the notice provided by the municipality.

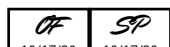
2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(2) will survive settlement.**

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

☐ **CONDOMINIUM.** The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

Buyer Initials:


10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotlooon verified dotlooon verified

ASR Page 10 of 14

Seller Initials:



☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant), Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

(C) THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (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.

17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a 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 for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

18. MAINTENANCE AND RISK OF LOSS (1-14)

(A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) If any part of the Property included in the sale fails before settlement, Seller will:

1. Repair or replace that part of the Property before settlement, OR
2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
 - b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.
3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
 - a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

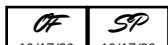
(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

644 Buyer Initials:


10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

ASR Page 11 of 14

Seller Initials:



645 **20. RECORDING (9-05)**

646 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
647 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

648 **21. ASSIGNMENT (1-10)**

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

652 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

653 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
654 laws of the Commonwealth of Pennsylvania.

655 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
656 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
657 Pennsylvania.

658 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

659 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
660 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
661 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
662 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
663 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
664 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/
665 Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to
666 withhold, you may be held liable for the tax.

667 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

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

672 **25. REPRESENTATIONS (1-10)**

673 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
674 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
675 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
676 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
677 be altered, amended, changed or modified except in writing executed by the parties.

678 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property spe-
679 cifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
680 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
681 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
682 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of
683 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems
684 contained therein.

685 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.

686 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

687 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

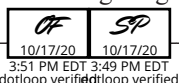
688 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
689 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
690 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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

- 693 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
694 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
695 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
696 Broker how to distribute some or all of the deposit monies.
697 3. According to the terms of a final order of court.
698 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
699 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

700 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
701 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
702 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
703 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
704 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of
705 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
706 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
707 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
708 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
709 maintain their legal rights to pursue litigation even after a distribution is made.

710 Buyer Initials: _____



ASR Page 12 of 14

Seller Initials: _____



- (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 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 26(G)**, Seller may elect to retain those sums paid by Buyer, including 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 26(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.

27. MEDIATION (7-20)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

28. 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 on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on 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 or equity. This release will survive settlement.

29. REAL ESTATE RECOVERY FUND (4-18)

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 legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

- (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.
- (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 16**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

31. HEADINGS (4-14)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

Buyer Initials:

OF SP
10/17/20 10/17/20
3:51 PM EDT 3:49 PM EDT
dotloop verified dotloop verified

ASR Page 13 of 14

Seller Initials:

MBR

768 **32. SPECIAL CLAUSES (1-10)**

769 (A) **The following are attached to and made part of this Agreement if checked:**

- 770 ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 771 ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 772 ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 773 ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 774 ☐ Appraisal Contingency Addendum (PAR Form ACA)
- 775 ☐ Short Sale Addendum (PAR Form SHS)
- 776 ☒ Affiliate Service Addendum to Agreement of Sale
- 777 ☒ Price Escalation Clause to Agreement of Sale
- 778 ☐

779 (B) **Additional Terms:**

780 If any dates in this Agreement of Sale falls on a weekend or nationally recognized holiday, the date is automatically moved to the next business day.

782 In the event that any utilities are not on during inspections or appraisal, the seller will pay for any re-inspection fees

784 Buyers agree to absorb the first \$2,000.00 in repairs as a result of the Home Inspection.

794 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

795 **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts
796 together shall constitute one and the same Agreement of the Parties.

797 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Parties to this transaction are
798 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

799 Return of this Agreement, and any addenda and amendments, including **return by electronic transmission**, bearing the signatures of all
800 parties, constitutes acceptance by the parties.

801 ☒ ☒ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

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

803 ☒ ☒ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
804 before signing this Agreement.

805 ☒ ☒ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
806 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

807 **BUYER** *Olivia Fullerton* dotloop verified 10/17/20 3:51 PM EDT LBBV-MBKS-X8EQ-1YPH **DATE** _____

808 **BUYER** *Samuel Pitkow* dotloop verified 10/17/20 3:49 PM EDT 77FO-QDPX-YVDW-2UDA **DATE** _____

809 **BUYER** _____ **DATE** _____

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

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

812 **SELLER** *Mary Beth Kippel* DocuSigned by: MARY BETH KIPPEL **DATE** 10/18/2020 | 3:51 PM PDT

813 **SELLER** _____ **DATE** _____

814 **SELLER** _____ **DATE** _____

Sam and Olivia Pitkow

343 W. 10th Avenue
Conshohocken PA 19428
Sampit16@gmail.com | O.Fullerton2@gmail.com
215-370-3093 | 717-683-2337
7/14/2025

Zoning Hearing Board

Conshohocken Borough

Dear Members of the Zoning Hearing Board,

I am writing to respectfully request a variance to install a fence on our property located at 343 W. 10th Avenue **(variance from Section 27-809.1, Table A.1.a.ii)**. Currently, we do not have any fence in place. **We are proposing to build a new fence that begins at the back edge of our front porch and extends into our side yard, beyond the structure's footprint, but still stays at least 4 inches within our property line**, as clearly outlined in the attached professionally conducted survey by Robert Snyder with Kelly Engineer Surveyors on June 23, 2025.

Our top priority is the safety and well-being of our growing family. We currently experience frequent and uninvited foot traffic through our yard, including children, adults, and complete strangers. In September, we will have two small children, and it is critical to provide them with a fully secure and protected outdoor space especially given the high volume of foot and vehicle traffic from Sutcliffe Park located directly behind our home.

In addition to people, our property has unfortunately become a target for vehicles. One of the most alarming incidents occurred when a car drove completely into our yard and parked fully in the yard entered from the back alley. At the time, our one-year-old child was playing in the yard moments before. The driver stated there were no available parking spots at the park and that he would "only be parked there for five minutes."

Most recently, on Friday, 7/11, at approximately 8:00 PM, another car parked and left their vehicle fully in our backyard for at least 1 hour before we discovered it, with all

four wheels on our grass, parallel to our garage. We immediately contacted the Conshohocken Borough Police Department for guidance, as this is private property and again posed a significant danger to our child. (Please see attached photo.)

Furthermore, it is not uncommon for other vehicles to partially park in our yard, with two wheels in the grass. The proposed fence placement as currently permitted would still allow vehicles to enter and park in our yard, which is completely unacceptable as we try to create a safe environment for our children.

On July 10, 2025, Allison Lee visited our home and explained that the Borough Zoning Guidelines do not allow us to extend the fence outward from the frame of our structure. We are respectfully asking for this variance to allow the necessary extension so we can fully enclose our property.

Additionally, we have included over 20 photos of surrounding homes in our neighborhood whose fences protrude well beyond the frame of their structures. These examples clearly show that similar fence extensions are common for corner lot properties and do not negatively impact the character of the community.

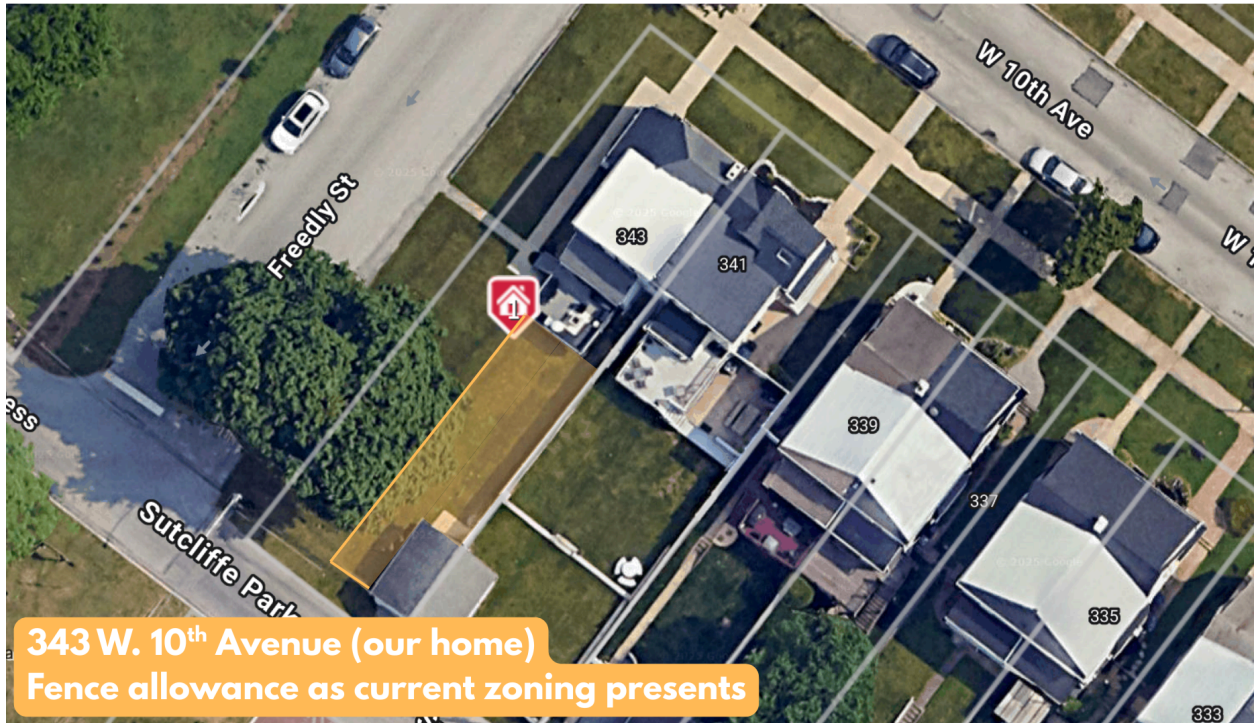
It is also important to note that I am currently eight months pregnant as I write this letter. The urgency of creating a safe and fully enclosed yard for our children is not only a matter of security but also of immediate family peace of mind.

We greatly appreciate your time and thoughtful consideration of this variance request. We are more than willing to provide any additional details or answer any questions you may have.

Thank you for supporting our efforts to create a safe, secure, and private environment for our family.

Sincerely,

Sam and Olivia Pitkow

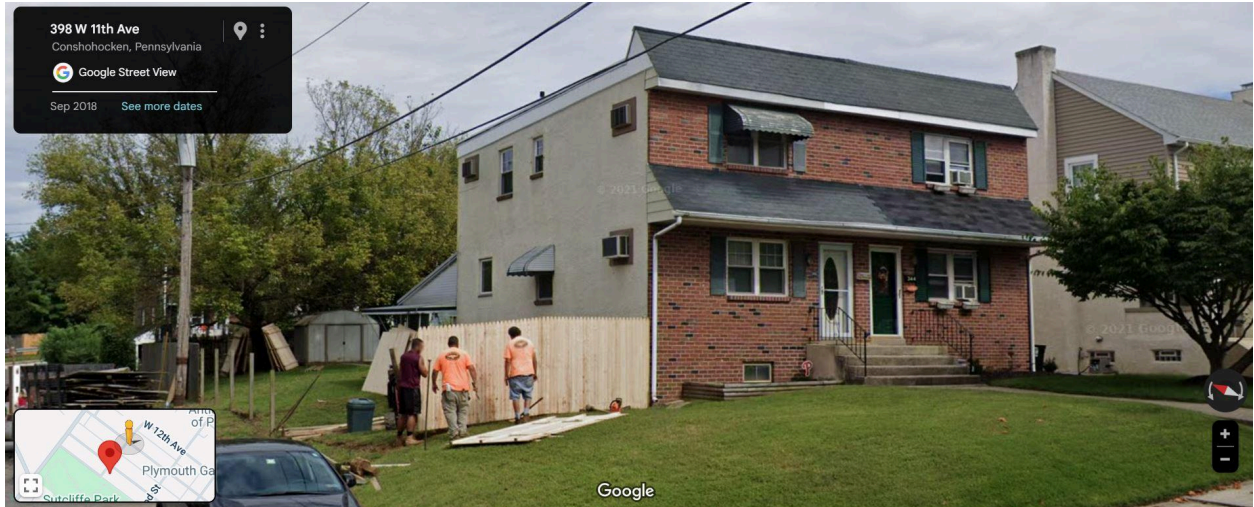


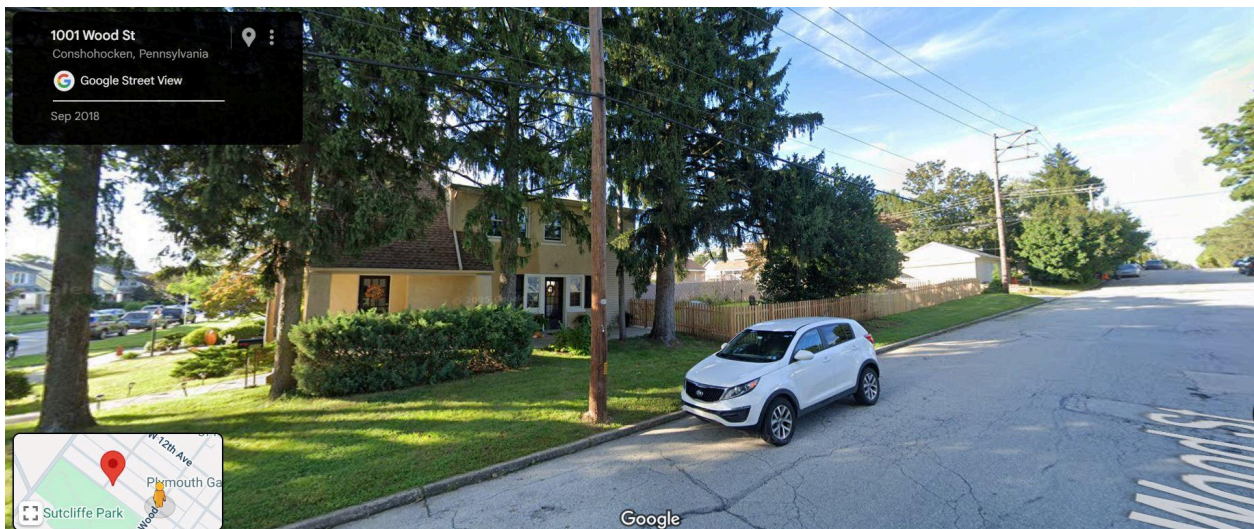
Pictured below from 7/11/2025: One of multiple instances where a car is completely parked in our yard:

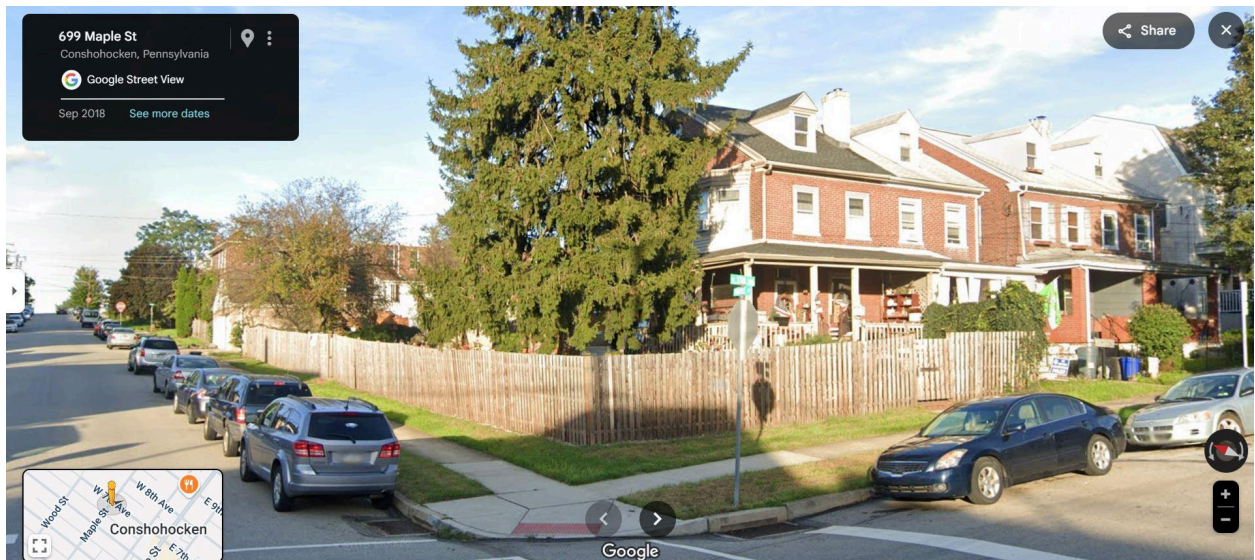
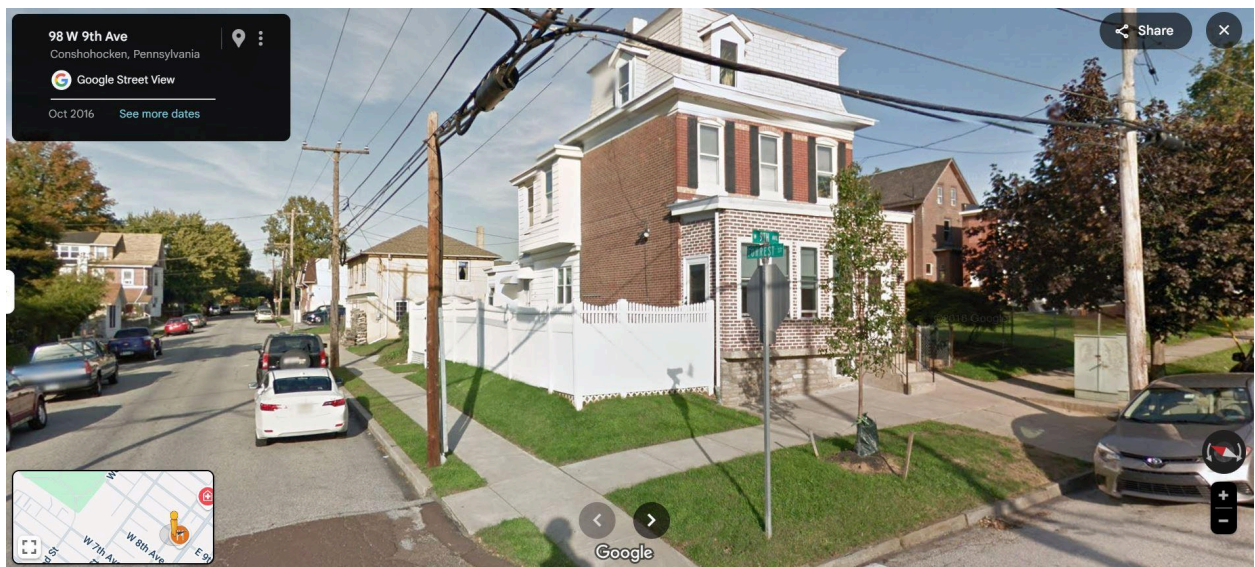
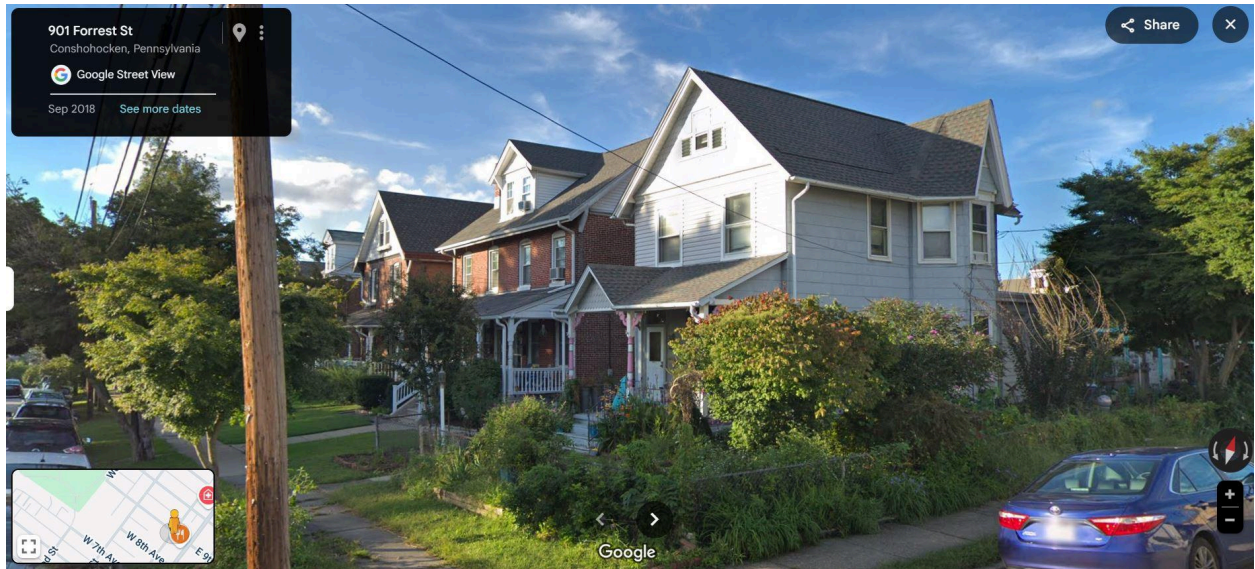


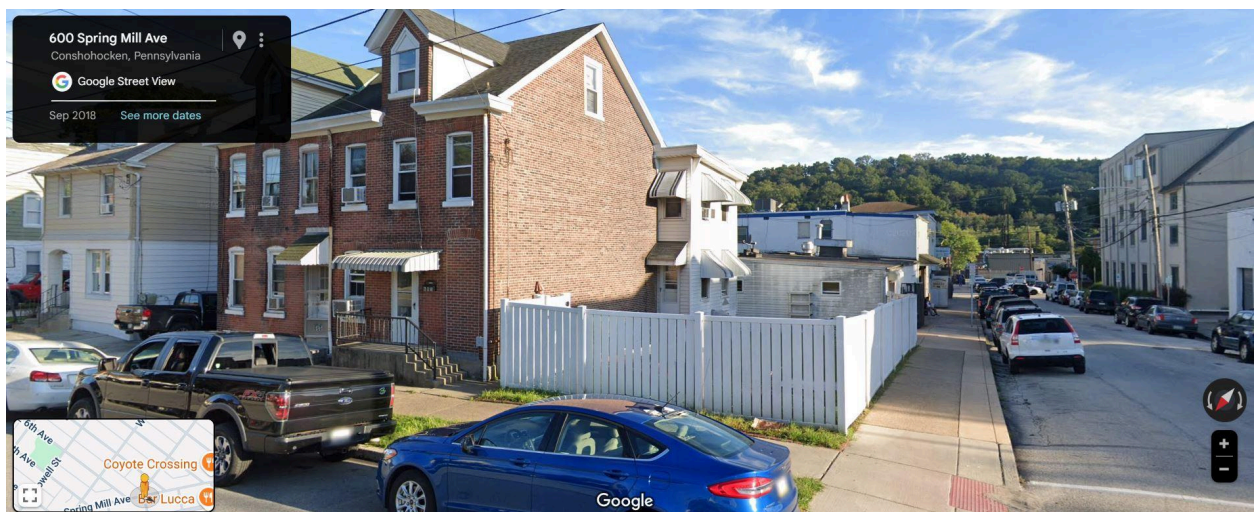
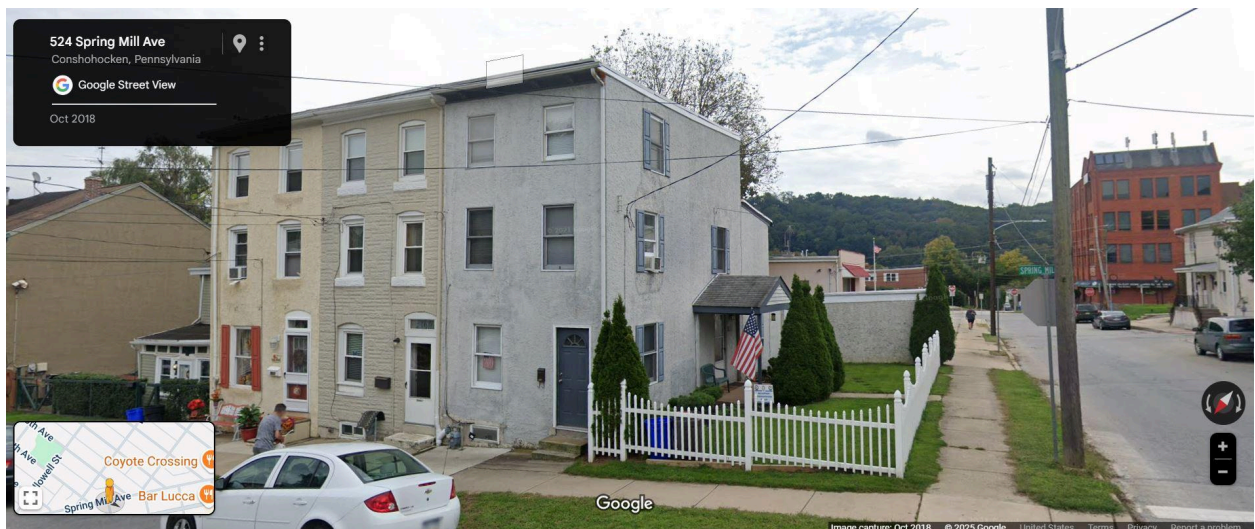
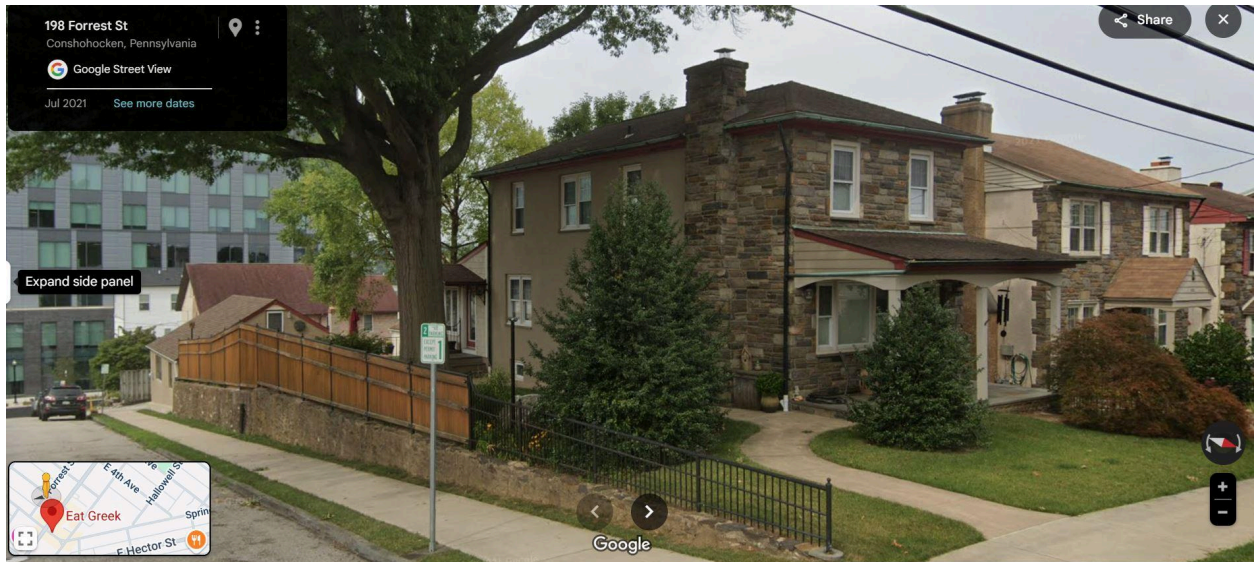
Examples of surrounding homes in our neighborhood whose fences protrude well beyond the frame of their structures:

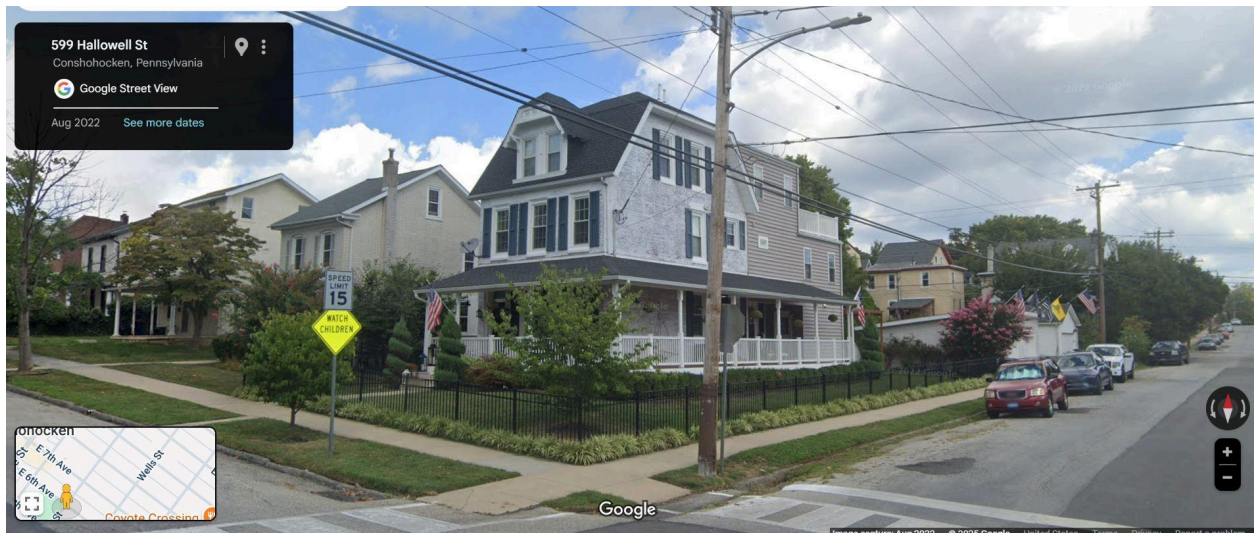


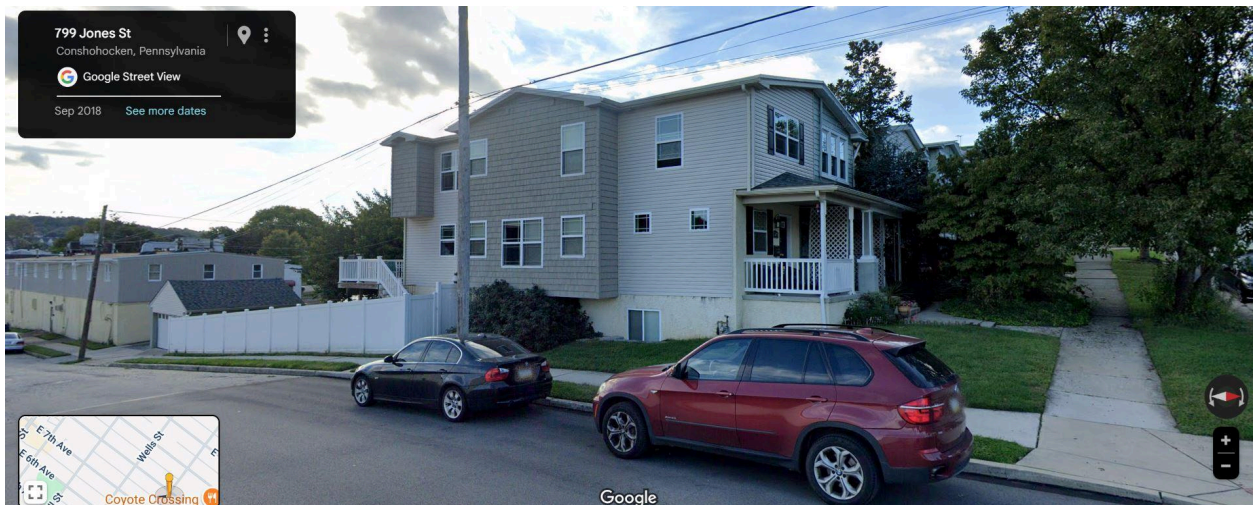
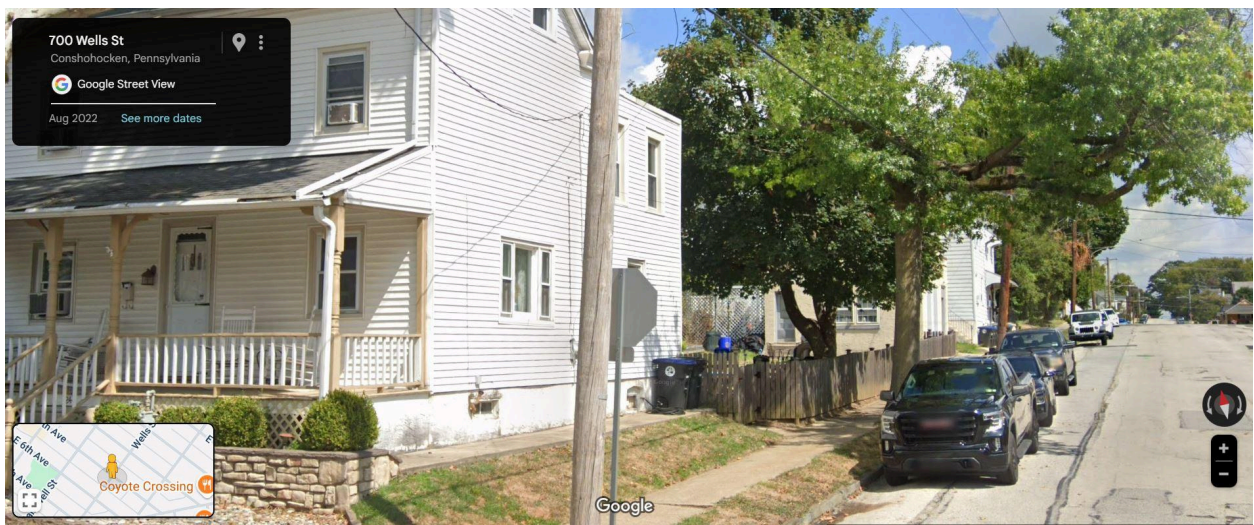


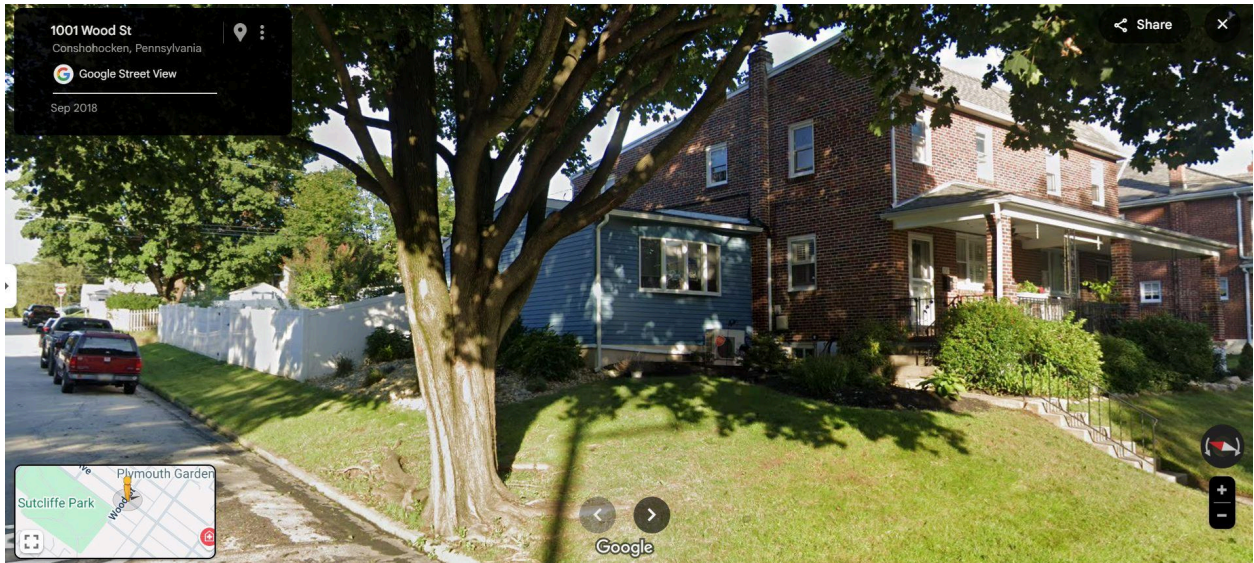















WHERE YOUR BACKYARD OASIS COMES TO LIFE

(862)221-4744 @CONTINENTALHOMEGROUP

WWW.CONTINENTALHOMEGROUP.COM

NAME: <u>Sony Pit Kow</u>	DATE: <u>5/28/25</u>
PHONE NUMBER:	ADDRESS: <u>343 West Holston</u>
EMAIL ADDRESS: <u>Sony Pit 1602221.com</u>	CITY: <u>Con Shs Holston</u>
REFERRAL:	STATE: <u>PA</u>
COUPON:	ZIP CODE: <u>19428</u>

NUMBER OF FEET <u>153'</u>	HEIGHT OF FENCE <u>54"</u>	TYPE OF MATERIAL <u>Aluminum</u>	STYLE AND COLOR <u>Titanium White</u>
WALK WAY GATE <u>(2) 4' w Single</u>	DRIVE WAY GATE <u>(1) 10' w double</u>	TYPE OF HINGES <u>Self Closing</u>	TYPE OF LOCKS <u>pushy lock</u>
TYPE OF CAPS <u>Flare</u>	ARBOR AND PERGOLA STYLE <u>-</u>	TAKEDOWN MATERIAL AND NUMBER OF FEET <u>-</u>	DUMPSTER <u>N</u>
CORE DRILL <u>4, 2 Post</u>			

DESCRIPTION	PURPOSE	MATERIAL ID
<u>153' Tipton Aluminum</u> <u>(2) 4' w Single</u> <u>(1) 10' w double</u> <u>core drill 2 post</u>	<u>Parking Spd</u> <u>Secure Yard</u> <u>new fence</u> <u>NO Survey</u>	

CUSTOMER WILL CLEAN OUT LINES _____ EXISTING POOL _____ NEW POOL _____ CUSTOMER HAS PERMIT _____

CHG PROFESSIONAL _____ THIS IS A SIGNED AGREEMENT FOR UPCOMING FENCE/RAILING PROJECT, ANY CHANGES WILL NEED CHANGE ORDER _____



* we would be okay with the front of the fence starting at the back of our front porch

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAY - INSTALLATION DATE M

PRICE: <u>7600</u>	TAX:	DEPOSIT:	BAL:
--------------------	------	----------	------

50% deposit is recurred upon signed agreement

Balance is due upon completion. Garbage and debris will be picked up there after.

The above prices specifications, drawing and terms and conditions are satisfactory and hereby accepted.

Continental Home Group LLC is authorized to due the work as specified in this contract any changes will need a change order.

BUYER'S SIGNATURE	
CHG SPECIALIST	
DATE:	



CONTINENTAL HOME GROUP LLC TERMS AND CONDITIONS

1 Price quotes are based on material availability at the time of service. Due to short supply of raw materials and unpredictable changing of pricing from distributors, contracts must be signed and returned with full deposit payment within 30 days of receiving an estimate. Contracts returned after 30 days are subject to a price increase.

2 Job will not begin without a 50% deposit payment from the total job cost unless otherwise stated by continental home group llc.

3 All deposits are non-refundable once submitted to continental home group llc.

4 Remaining balance must be received within two business days upon completion of job.

5 CONTINENTAL HOME GROUP LLC must receive written confirmation of any change in address at least 15 days prior to job start.

6 All official taxes and fees, if applicable, related to the installation, including possible permit and inspection fees besides what is referenced in #9 of this document, must be paid within 2 days of completion of the job.

7 Customer is responsible for any additional taxes or fees that may arise during the duration and upon completion of the installation, whether it is covered by continental home group llc upfront or billed to customer directly.

8 Customers are responsible for the cost of any shortage of material.

9 Customers will be refunded for any surplus material acquired.

10 CONTINENTAL HOME GROUP LLC will supply and install all applicable material as specified for the project at the property listed on the estimate.

11 CONTINENTAL HOME GROUP LLC is allowed to make necessary changes that are essential to the completion of the job.

12 CONTINENTAL HOME GROUP LLC will do everything within reason to avoid damage to the property landscaping (i.e. lawns, shrubs, trees, etc.), but due to the nature of the work, continental home group llc is not responsible for any landscape damage that may occur.

13 CONTINENTAL HOME GROUP LLC will not be responsible for any delays or damages to the landscaping or lawn.

14 Should CONTINENTAL HOME GROUP LLC arrive on site for a confirmed installation and the site is not ready for work to commence, continental home group llc reserves the right to charge a modification fee.

15 Delays deriving from the customer will not be accepted beyond the control of the company unless otherwise stated by CONTINENTAL HOME GROUP LLC.

16 Customers must provide an accurate survey of the property lines for both permit and installation purposes.

17 Customers are responsible for any damages not explicitly called out on property survey.

18 CONTINENTAL HOME GROUP LLC can/will apply and pay for permits on customer's behalf. any additional permit fees beyond the initial permit (i.e. building permits for pools, variances, etc.), must be paid for by the customer.

19 If the customer decides not to obtain a permit, customers must sign a waiver claiming full responsibility for any fines, fees, or changes to the fence being installed.

20 You shall indemnify, defend, and/or not hold continental home group llc, its employees, officers, dictators, and affiliates accountable for any loss, cost, expense, or damage claimed by third parties for installation for property damage, and/or bodily injury, including death which arises from or is related to the installation, use maintenance or operation of the fence system and/ or any work performed by CONTINENTAL HOME GROUP LLC to the greatest extent permitted by law. This indemnification includes claims arising from the location of the fence and or railings.

21 Customer will not hold CONTINENTAL HOME GROUP LLC, it's employees, officers, directors, and affiliates liable for bodily injury or property damages resulting from underground pipes, wires, cables, invisible dog fences, pool lines or any other underground structure that is not clearly marked out on a survey or diagram of location to scale, or for their improper placement of the fence and or railings.

22 CONTINENTAL HOME GROUP LLC is not responsible for empty ground space due to rocky conditions or heavily sloped areas.

23 All notices and mail will be sent to the billing address on the contract unless otherwise stated by the customer.

24 Customers are still fully responsible for all mail, notices, and payments for incorrect address(s) given.

25 Customers agree that THE LAW OF THE STATE OF NEW JERSEY applies to this contract. If certain provisions of this contract violate the law, those provisions will be void, and the rest of the contract will be enforceable. The venue of any litigation under this agreement shall be in a court of competent jurisdiction in THE STATE OF NEW JERSEY.

26 If CONTINENTAL HOME GROUP LLC delays or refrains from exercising our rights under this contract, CONTINENTAL HOME GROUP LLC'S does not lose those rights.

27 If CONTINENTAL HOME GROUP LLC'S accepts late or partial payments, we do not waive our rights to receive full and timely payments.

28 No amendment, change or modification of this contract shall be valid unless it is in writing signed by all parties.

29 All material as specified on contract is what will be ordered by CONTINENTAL HOME GROUP LLC and delivered to customers upon installation.

30 All work will be completed in a professional manner according to standard practices.

31 Any alteration or deviation from specifications from the estimate involving extra costs must have written consent by customers. The cost is subject to be an extra charge over and above the estimate.

32 All elements of this contract are contingent upon strike, accidents, or delays beyond CONTINENTAL HOME GROUP LLC control.

33 The estimate does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has commenced.

34 NJ DEPARTMENT OF CONSUMER AFFAIRS CONSUMER SERVICE CENTER HOTLINE - (973) 504-6200, TOLL FREE (NJ ONLY): (800) 242-5846

35 INSURANCE - A COPY OF THE CERTIFICATE OF GENERAL LIABILITY INSURANCE CAN BE OBTAINED UPON REQUEST.

36 BY SIGNING THE CONTRACT, CUSTOMER AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS.

CUSTOMER SIGNATURE: _____

DATE: 5/30/25



CONTINENTAL HOME GROUP LLC CONTRACT AGREEMENT

APPROXIMATE START DATE: End of June APPROXIMATE END DATE: _____

By signing this agreement, you are acknowledging that: (1) you have read the whole contract; (2) you agree to all provisions of this contract; (3) You have received a complete copy of this contract; (4) The prices, details and conditions are acceptable. CONTINENTAL HOME GROUP LLC is authorized to do the work as specified. payment will be made as stated in the contract; (5) Until this contract is paid in full, you do not own the fence/material installed on your property; (6) You can cancel this contract at any time up to three business days after receiving a copy of this contract. If you do want to cancel this contract, you must send a signed and dated written notice of cancellation by mail, return receipt requested to CONTINENTAL HOME GROUP LLC, 3 COLLETTO COURT, EDISON, NJ 08817, TELEPHONE (862) 221-4744. If you cancel this contract within the first three business days of receipt, you are entitled to a full refund of your deposit. Refunds will be made within 30 days after continental home group's receipt of cancellation notice.

CUSTOMER SIGNATURE: *Sam Pitta*
DATE: 5/30/25

DUMPSTER AGREEMENT

Should CONTINENTAL HOME GROUP LLC place a dumpster at your property for removal of an existing fence, materials, pallets, etc., the dumpster is for the use of CONTINENTAL HOME GROUP LLC only. Personal use of the dumpster is prohibited. In the event that the dumpster is used on your property by anyone other than CONTINENTAL HOME GROUP LLC, you will be charged a \$350 PENALTY. If a dumpster is placed at your property and cars and/or any other blockages were not removed from the driveway beforehand, you will be charged a \$150 PENALTY. CONTINENTAL HOME GROUP LLC will not take any landscaping (I.E. LAWNS, SHRUBS, TREES, ETC.), debris. By signing below, you are agreeing to adhere to the above conditions.

CUSTOMER SIGNATURE: *Sam Pitta*
DATE: 5/30/25



CONTINENTAL HOME GROUP LLC FENCE/GARBAGE REMOVAL AND BALANCE AGREEMENT

CONTINENTAL HOME GROUP LLC will return to the property 24–48 hours following the completion of the installation to pick up any remaining garbage and material and clean up the property unless otherwise stated. The balance agreed upon in the contract above is due upon completion of installation, not after garbage is removed from the property. A 4% Late fee will be added to the remaining balance if payment is not received on the day of final garbage and/or removal of leftover material.

CUSTOMER SIGNATURE: *Sam Pitts*
DATE: 5/30/25

2 YEAR WARRANTY

CONTINENTAL HOME GROUP LLC warrants only to the original purchaser that all new fencing is free from defects in material and workmanship, under normal and proper usage. This warranty only applies to defects resulting from normal use and not from changes caused by alteration, abuse, fire, flood, unstable soil, underground water conditions, and tree and storm damage. Under this warranty, obligation is limited to replacement of the defective material.

CUSTOMER SIGNATURE: *Sam Pitts*
DATE: 5/30/25



CONTINENTAL HOME GROUP LLC CONTRACT MODIFICATION FEE

CONTINENTAL HOME GROUP LLC will not be responsible for any fees that may occur for changes that the customer wants to implement after the initial contract has been signed. Any material purchased from CONTINENTAL HOME GROUP LLC, no matter when purchased, is final sale and non-refundable. Any change is subject to a \$350 fee at CONTINENTAL HOME GROUP LLC'S discretion in addition to cost of applicable material.

Any change to the project after the contract has been signed must be made 2 weeks in advance of installation date. Any changes made within 2 weeks of installation date is subject to a \$250 modification fee. Payment received is non-refundable at any time less than two weeks before the given installation date.

CUSTOMER SIGNATURE: *Sam Pithe*
DATE: 5/30/25

CONTINENTAL HOME GROUP LLC CONTENT RELEASE FORM

I *Sam Pithe* understand that CONTINENTAL HOME GROUP LLC, may take photographs and/or videos of my installation for marketing, training, and promotional purposes. Photographs and videos will remain anonymous, unless agreed upon prior. Photographs and videos will exclude anything that will make the exact location of the installation and the owner of the location easily identifiable, unless agreed upon prior.

I hereby allow CONTINENTAL HOME GROUP LLC and its affiliates to capture, copyright, use, and publish such photographs and videos for any purpose with Continental Home Group's discretion.

I further release and waive any and all claims against CONTINENTAL HOME GROUP related to such photographs and videos.

By signing below, I acknowledge that I have read and fully understand the terms of this waiver and release, and I intend it to be binding.

CUSTOMER SIGNATURE: *Sam Pithe*
DATE: 5/30/25



FENCE PERMIT LIABILITY WAIVER FORM

I assume full responsibility for any penalties or fines related to not obtaining a fence permit, for my city and property, while doing business with CONTINENTAL HOME GROUP LLC. By signing this waiver, you are acknowledging that you are choosing to deny obtaining a permit and may be faced with possible fines or penalties.

I hereby release, waive, discharge, and covenant not to sue, CONTINENTAL HOME GROUP LLC, staff, or property owners from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss or damage, that may be sustained by me, or to property belonging to me, while doing business with CONTINENTAL HOME GROUP LLC. These damages and loss include any and all issues related to a fence permit for your city.

I hereby further agree that this waiver of liability shall be constructed in accordance with the laws of the state of new jersey.

In signing this release, i acknowledge and represent that i have read the forgoing waiver of liability, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreements have been made; and i execute this release for full, adequate, and complete consideration fully intending to be bound by same.

CUSTOMER SIGNATURE: _____

DATE: 5/30/25



REFERRAL PROGRAM

Getting a fence and/or railing from Continental Home Group has some exciting perks. Proudly introducing our new referral program! You can now recommend friends and/or family that you think may be interested in getting a fence and/or railing from CHG, and receive perks for doing so.

1 – For every recommendation you provide, you will receive \$10 off your final fence and/or railing price.

2 – For any recommendation that purchases a fence or railing with CHG, you will receive a \$150 cash gift from us upon the completion of the project.

If you have any questions regarding our referral program, please reach out to your designated CHG rep.

FIRST AND LAST NAME

PHONE NUMBER

1) _____

1) _____

2) _____

2) _____

3) _____

3) _____

4) _____

4) _____

5) _____

5) _____

State of New Jersey
Division of Taxation

Sales Tax
Form ST-8

Certificate of Exempt
Capital Improvement

To be completed by both owner of real property and contractor, and retained by contractor. Read instructions on back of this certificate. Do not send this form to the Division of Taxation.

A registered New Jersey contractor must collect the tax on the amount charged for labor and services under the contract unless the owner gives them a fully completed Certificate of Exempt Capital Improvement.

May be issued only by the owner of the real property

May not be issued for the purchase of materials

(Name of Contractor)

(Address of Contractor)

(Contractor's New Jersey Certificate of Authority Number)

The following information must be furnished:

*The nature of the contract is as follows (describe the exempt capital improvement to be made):

The address or location where work is to be performed:

Total amount of contract \$

The undersigned hereby certifies they are not required to pay Sales and Use Tax with respect to charges for installation of tangible personal property, because the performance of the contract will result in an exempt capital improvement to real property. The undersigned purchaser hereby affirms (under the penalties for perjury and false swearing) that all of the information shown in this Certificate is true.

Contractor's Certification		Property Owner's Signature	
I certify that all sales and use tax due has been or will be paid by the undersigned on purchases of materials incorporated or consumed in the performance of the contract described herein.		Name of owner of real property*	
		Type of Business* (see instructions)	
		New Jersey Taxpayer Identification Number* (see instructions)	
		Address of owner of real property*	
		By _____	
Signature of Contractor	Date	Signature of owner, partner, officer of corporation, etc.*	Date
Any person making representations on this certificate which are willfully false may be subject to such penalties as may be provided for by law.			

*Required

Reproduction of Certificate of Exempt Capital Improvement forms: Private reproduction of both sides of the Exempt Capital Improvement Certificates may be made without the prior permission of the Division of Taxation.

Instructions

To the property owner: In cases where the contractor performs work which results in an *exempt capital improvement* to your house or land (real property, they may not charge you any Sales Tax if you issue them a fully completed Certificate of Exempt Capital Improvement (Form ST-8).

It is important to distinguish between an exempt capital improvement and a taxable capital improvement, repair or installation. If the fulfillment of a contract only maintains the existing value of the property, it is a repair and not a capital improvement. Where an improvement results in an increase in the capital value of the real property, it is generally considered that a capital improvement has been performed. (But see below list of taxable capital improvements.)

As an aid to determine whether a contract is for a repair to real property or a capital improvement to real property, the treatment of such transaction for income tax purposes under the Federal Internal Revenue Code may be used as a guide. If you have any doubt whether the work to be performed constitutes a repair or an exempt capital improvement, you should communicate with the Division of Taxation and describe in detail such work.

The following are examples of **exempt** capital improvements:

New construction (other than taxable capital improvements listed below)	Porch enclosure, construction of	Paneling, installation of
In-ground swim pool, installation of	New roof, installation of	New heating system installation
New central air conditioner installation	Tiled bath, installation of	Rewiring
Painting a newly constructed house	New bath fixtures, installation of	New electrical outlets installed
New hot water heater installation	New kitchen cabinets, installation of	New siding, installation of
Patio, construction of	New kitchen fixtures, installation of	Garage, construction of
	Paving of driveway	Storm doors and windows, original or initial installation of

The following are examples of **taxable** capital improvements. This form cannot be issued for these services, which are subject to Sales Tax on and after October 1, 2006:

- Seeding, sodding, grass plugging of new lawns, planting trees, shrubs, hedges, plants, etc.
- Clearing and filling land associated with seeding, sodding, grass plugging of new lawns, or planting trees, shrubs, hedges, plants, etc., including tree/stump removal
- Installing carpeting and other flooring
- Installing a hard-wired security, burglar or fire alarm system

To the contractor: If you enter into a contract to add to or improve real property by an exempt capital improvement (see examples above) and the property owner issues to you a properly completed Certificate of Exempt Capital Improvement, which you must retain, you should not collect Sales Tax from the property owner. (You are required to pay Sales Tax to your supplier on the purchase of the tangible personal property you purchase for use in performing the contract irrespective of whether the work constitutes a repair or a capital improvement.)

However, if you enter into a contract to repair, maintain, or service real or tangible personal property, or to install a taxable capital improvement, you must collect tax on the charge for labor or services performed in accordance with the contract.

1. Registered sellers who accept fully completed exemption certificates within 90 days subsequent to the date of sale are relieved of liability for the collection and payment of Sales Tax on the transactions covered by the exemption certificate. The following information must be obtained from a purchaser (owner of real property) in order for the exemption certificate to be fully completed:

- Purchaser's name and address;
- Type of business (Individual purchasers, enter "Individual");
- Reason(s) for exemption;
- Purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number;
- If a paper exemption certificate is used (including fax), the signature of the purchaser.

The seller's name and address are not required and are not considered when determining if an exemption certificate is fully completed. A seller that enters data elements from paper into an electronic format is not required to retain the paper exemption certificate.

The seller may, therefore, accept this certificate as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption. If it is determined that the purchaser improperly claimed an exemption, the purchaser will be held liable for the nonpayment of the tax.

2. **Retention of Certificates** – Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection.

3. **Acceptance of an exemption certificate in an audit situation** – On and after October 1, 2011, if the seller either has not obtained an exemption certificate or the seller has obtained an incomplete exemption certificate, the seller has at least 120 days after the Division's request for substantiation of the claimed exemption to either:

1. Obtain a fully completed exemption certificate from the purchaser, taken in good faith, which, in an audit situation, means that the seller obtain a certificate claiming an exemption that:
 - (a) was statutorily available on the date of the transaction, and
 - (b) could be applicable to the item being purchased, and
 - (c) is reasonable for the purchaser's type of business; OR
2. Obtain other information establishing that the transaction was not subject to the tax.

If the seller obtains this information, the seller is relieved of any liability for the tax on the transaction unless it is discovered through the audit process that the seller had knowledge or had reason to know at the time such information was provided that the information relating to the exemption claimed was materially false or the seller otherwise knowingly participated in activity intended to purposefully evade the tax that is properly due on the transaction. The burden is on the Division to establish that the seller had knowledge or had reason to know at the time the information was provided that the information was materially false.

For more information: Read publication S&U-6 (Sales Tax Exemption Administration) at nj.gov/treasury/taxation/pdf/pubs/sales/su6.pdf

Do not mail this form to the Division of Taxation

This form is to be completed by purchaser and given to and retained by seller.

Credit Card Authorization Form

CARD HOLDER INFORMATION

Name: _____

Billing address: _____

City: _____

State: New Jersey

Zip code: _____

Email address: _____

Credit card: ☐ Visa ☐ Amex ☐ Mastercard ☐ Discovery

Card number: _____ Expiration date: ____ / ____

Card identification code (CVV2 CODE) _____

I, _____ authorize Continental Home Group LLC to process a charge against my credit card account in

the amount of \$ _____ for the payment of _____

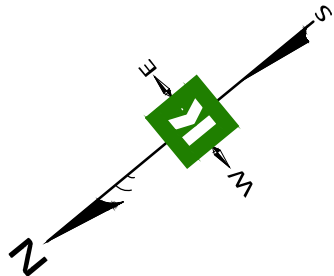
Telephone number: _____ Fax number: _____

Print name as shown on card: _____

Signature: _____

Date: _____

PLEASE NOTE THERE IS A 3.5% AND \$0.10 CREDIT CARD FEE. SIGNING THIS DOCUMENT ACKNOWLEDGES THAT



IMPERVIOUS COVERAGE	
DESCRIPTION	EXISTING
DWELLING	895.2 S.F.
GARAGE	180.4 S.F.
CONC. WALK BLUESTONE STEPS	320.1 S.F.
DECK & STEPS	254.6 S.F.
PAVER PATIO	45.0 S.F.
BILCO DOORS	27.7 S.F.
TOTAL	1,723.0 S.F.
% OF LOT AREA (GROSS)	32.8%

SURVEY NOTES:

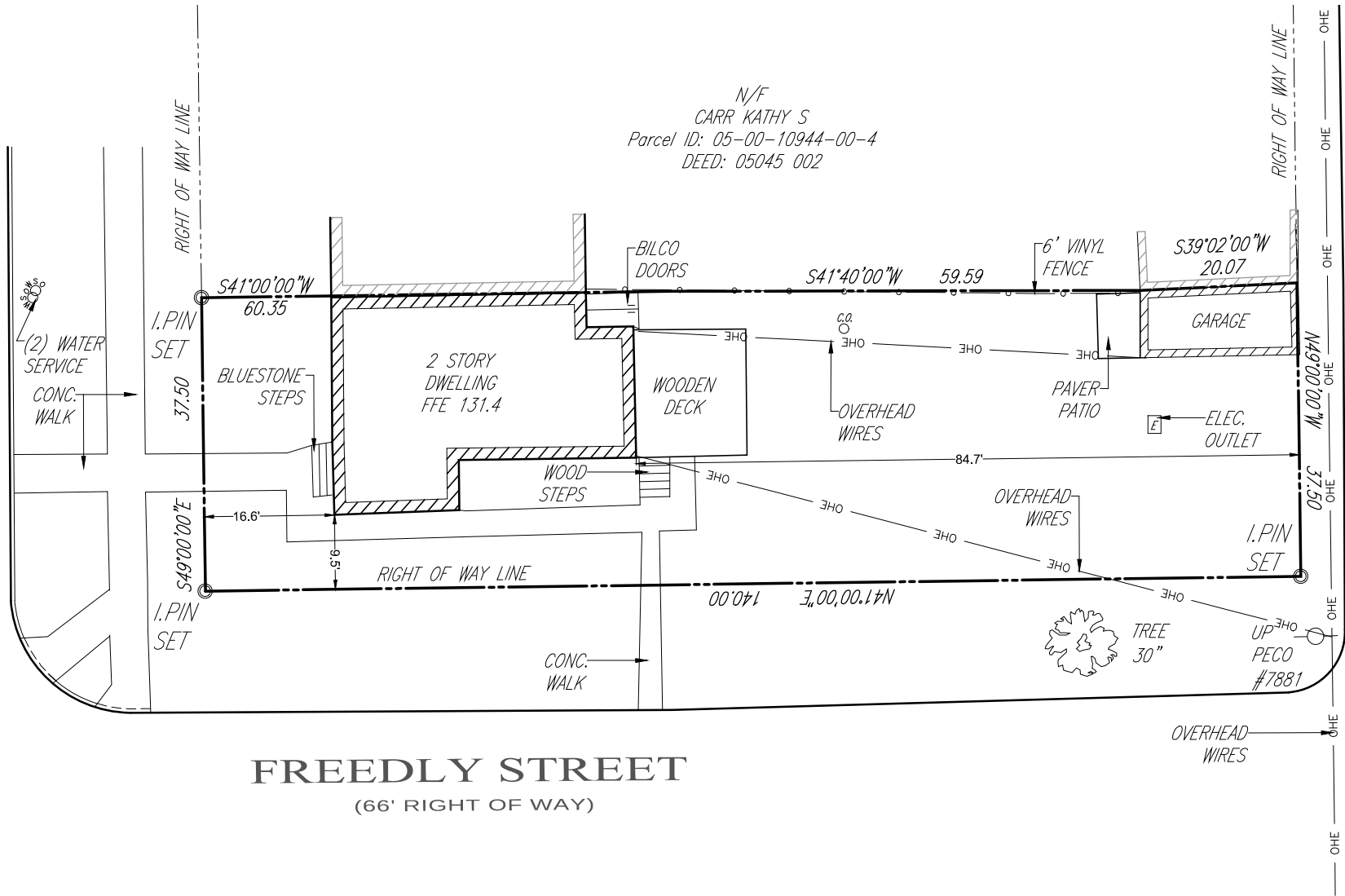
- PROPERTY INFORMATION:
 - OWNERS:OLIVA FULLERTON & SAMUEL PITKOW
 - ADDRESS: 343 W 10TH AVE., CONSHOHOCKEN, PA 19428
 - PARCEL ID: 05-00-10948-00-9
 - LOT AREA: 0.12052 AC., 5,250 SF (GROSS)
 - IMPERVIOUS SURFACE COVERAGE: 32.8%
- THIS PLAN REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED BY KELLY ENGINEERS AND SURVEYORS IN JUNE 2025.
- HORIZONTAL DATUM/BEARINGS LINES ARE BASED ON DEED OF RECORD.
- THE PROPERTY LINE GOES DOWN THE CENTER OF PARTY WALL FOR DWELLING AND GARAGE.
- THIS PROPERTY IS SUBJECT TO RESTRICTIONS, EASEMENTS, AND DOCUMENTS OF RECORD.



KELLY ENGINEERS
CONSULTING ENGINEERS & SURVEYORS
30 LaCrue Avenue, Suite 201
Glen Mills, Pennsylvania 19342
610.358.9363 fax 610.358.9376

date:	JUNE 20, 2025
scale:	1" = 30'
drawn by:	J.C.E.
checked by:	R.J.S.
dwg. name:	F-SURVEY
project no.:	SU2025-039

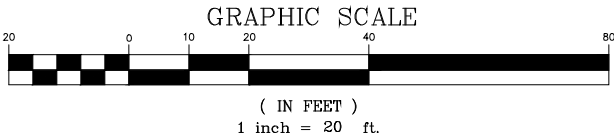
W 10TH AVENUE
(80' RIGHT OF WAY)



SUTCLIFFE PARK ACCESS
(20' RIGHT OF WAY)

N/F
CONSHOHOCKEN BOROUGH
Parcel ID: 05-00-12048-00-7
DEED: 05045 050

FREEDLY STREET
(66' RIGHT OF WAY)



PLAN OF PROPERTY

343 W 10TH AVE.

BOROUGH OF CONSHOHOCKEN
MONTGOMERY COUNTY, PENNSYLVANIA

This document and all information and work product represented by and contained herein, is the sole and exclusive property of James C. Kelly & Associates, Inc., d.b.a. Kelly Engineers. The information contained herein is licensed only for limited use by the intended recipient, and no license, permission or authority is extended, directly or indirectly, to any party without express written permission of James C. Kelly & Associates, Inc.
Copyright, 2022, James C. Kelly & Associates, Inc.
All rights reserved.

SHEET
1
Of 1



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

ZONING NOTICE AUGUST 18, 2025 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2025-05

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on August 18, 2025 at 6:30 p.m. prevailing time. The meeting will be held at Borough Hall, located at 400 Fayette Street, Conshohocken, PA 19428. At this time, the Conshohocken Zoning Hearing Board will hear testimony and accept evidence on the following petition:

PETITIONER: Millennium IV Land Owner LLC
160 Club House Road
King of Prussia, PA 19046

PREMISES INVOLVED: 05-00-11856-10-9 (Unit E)
05-00-11856-11-8 (Unit F)
05-00-11856-12-7 (Unit G)
05-00-11856-93-7 (Unit H)
05-00-11856-14-5 (Unit J)
SP-2 - Specially Planned District 2
FP - Floodplain Conservation Overlay District

OWNER OF RECORD: Millennium IV Land Owner LLC
160 Club House Road, King of Prussia, PA 19046

The Petitioner is seeking a Variance from the following Sections of the Zoning Ordinance:

1. Section §27-1503.3.C - to permit a building height greater than 85 feet for a building that is located further than 2,000 feet from a SEPTA rail station;
2. Section §27-1504.F.(2) - to permit a maximum impervious coverage of 79%, whereas not more than 70% of the area of any lot in the SP-2 zoning district is permitted;
3. Section §27-1505.B.(3) - to permit a building separation on the same lot of 17.9 feet, whereas a minimum 30 feet building separation is required;
4. Section §27-1509.2 - to permit a maximum building profile of 406 LF whereas a 250 LF is otherwise permitted by right;
5. Section §27-1509.2.C - to permit a visible parking structure fronting parallel to the Schuylkill River in connection to a maximum building profile of 350 feet; and,
6. Section §27-1514.1.A, B, D, F, G, H, and K - to permit the construction of the proposed office buildings with podium parking decks and associated site clearing, filling, placement, and related improvements within the FP- Floodplain conservation overlay district, whereas such activities, uses, and permanent structures are prohibited.

Interested parties are invited to participate in the hearing. Anyone requiring special accommodations to attend should contact the Conshohocken Borough Administration Office at 610-828-1092 or zoning@conshohockenpa.gov as soon as possible for arrangements. If you have questions regarding the above prior to the meeting, please contact the Borough at zoning@conshohockenpa.gov.

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

Zoning Administration

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

Date: August 12, 2025

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: Millenium IV Office Buildings – Zoning Determination

History of the Site:

The property is located within the SP-2 – Specially Planned District 2 and subject to provisions of the FP – Floodplain Conservation Overlay district. The site is part of unified development comprising of a total of thirteen (13) parcels with eight (8) of the parcels being Millenium and affiliated owned parcels (which are listed under separate ownership as Millenium Waterfront Associates II, LP, Millenium III Office Owner, LLC, and 301 Washington Street Landlord, LLC) that fronts Washington Street (55 feet right-of-way) encompassing a total tract size of 587,769 SF (or 13.49 acres). The remaining five (5) parcels (a.k.a. Condo E, F, G, H and J) and totals 214,858 SF (or 4.932 acres) are under the Millenium IV Land Owner, LLC ownership. The Millenium IV parcels are located to the rear of the existing Millenium I, II, and III buildings. The site is also bounded by Ash Street (50 feet right-of-way) to the west; Poplar Street (a private street) and the Londonbury Apartment Buildings to the east; and a parking lot and the Schuylkill River waterfront to the south.

The current use of the Millenium IV site includes an existing surface parking lot located to the rear of the Millenium I parcel with access off of Ash Street and shared access to the Millenium II building and parking lot; as well as open space located to the rear of the Millenium II and III buildings.

The overall Millenium development had gone before the Zoning Hearing Board under multiple prior zoning applications since January 2000.

Current Request:

The Applicant, Millenium IV Land Owner, LLC, is proposing to make site improvements to the existing five (5) Condo E, F, G, H and J parcels. The Applicant is proposing to demolish a portion of the existing parking lot located to the rear of the Millenium I building (a.k.a. 20 Ash Street) and construct the following:

- a six (6)-story 36,066 SF (216,400 GSF) office building;
- a four (4)-story 63,334 SF (253,336 GSF) podium parking garage with 960 proposed parking spaces with ingress/egress off of Ash Street and at the northeastern corner of the building; and,
- a row of six (6) parking spaces along the front northeastern corner of the new building.

The Applicant is also proposing to construct the following on the existing open space parcels to the rear of the Millenium II building (a.k.a. 225 Washington Street) and Millenium III building (a.k.a. 227 Washington Street) as follows:

- a three (3)-story 29,280 SF (87,840 GSF) office building; and,
- a two (2)-story 39,729 SF (158,916 GSF) podium parking garage with 236 proposed parking spaces with ingress/egress off of Poplar Street and in the rear center of the parking lot located between the Millenium II and III buildings.

In addition, the Applicant is proposing a five (5)-feet wide asphalt sidewalk that will connect to the existing sidewalk in front of the proposed three (3)-story office building and adjacent the ingress/egress access drive of the proposed six (6)-story office building to the existing waterfront trail along the Schuylkill River.

The Applicant is seeking a Variance from the following Sections of the Zoning Ordinance:

1. Section §27-1503.3.C - to permit a building height greater than 85 feet for a building that is located further than 2,000 feet from a SEPTA rail station;
2. Section §27-1504.F.(2) - to permit a maximum impervious coverage of 79%, whereas not more than 70% of the area of any lot in the SP-2 zoning district is permitted;
3. Section §27-1505.B.(3) - to permit a building separation on the same lot of 17.9 feet, whereas a minimum 30 feet building separation is required;
4. Section §27-1509.2 - to permit a maximum building profile of 406 LF whereas a 250 LF is otherwise permitted by right;
5. Section §27-1509.2.C - to permit a visible parking structure fronting parallel to the Schuylkill River in connection to a maximum building profile of 350 feet; and,
6. Section §27-1514.1.A, B, D, F, G, H, and K - to permit the construction of the proposed office buildings with podium parking decks and associated site clearing, filling, placement, and related improvements within the FP- Floodplain conservation overlay district, whereas such activities, uses, and permanent structures are prohibited.

Zoning Determination:

The property is located within the SP-2 - Specially Planned District 2 and subject to Part 17 - FP - Floodplain Conservation Overlay district regulations of the Conshohocken Borough Zoning Ordinance. The following variances will be required as a result of the proposed site improvements as noted in the Applicant's current request above:

1. In accordance with Section §27-1503.3.C, the building height may be increased to 230 feet by conditional use, provided that the building must be located within 2,000 feet of a SEPTA rail station.

The proposed building heights are not defined on the Zoning Plan provided, except that the Zoning Standards table is indicating the proposed building height to be less than 230 ft high. Since the proposed buildings will be more than 85 ft high and less than 230 ft high, the Applicant will be required to seek conditional use approval by Borough Council. In addition. The farthest building edge of the proposed three (3)-story building with two (2) story parking deck located to the rear of the Millenium II and III buildings will be located approximately 2,100 feet from the center of the SEPTA Conshohocken rail station. Since the proposed three (3)-story building with two (2) story parking deck will be located farther than 2,000 feet from a SEPTA rail station, the

Applicant will be required to obtain a variance from Section §27-1503.3.C to permit the increased building height above 85 feet and less than 230 feet for the proposed three (3)-story building with two (2) story parking deck at a distance greater than 2,000 feet from a SEPTA rail station, as well as, subsequently obtain Conditional Use approval by Borough Council for the increased building height above 85 feet and less than 230 feet for both buildings. The Applicant should clarify and specify the actual proposed building height for both buildings on the Zoning Plan.

2. In accordance with Section §27-1504.F.(2), in the SP-2 District, not more than 70% of the area of any lot in the district shall be covered by impervious surface.

Based on the Zoning Standards table provided on the Zoning Plan, the proposed impervious coverage on the site will increase from 60% currently to 79%, which is greater than the maximum 70% impervious area permitted within the SP-2 zoning district. Therefore, the Applicant will be required to obtain a variance from Section §27-1504.F.(2) to permit a maximum impervious coverage of 79%, whereas not more than 70% of the area of any lot in the SP-2 zoning district is permitted.

3. In accordance with Section §27-1505.B.(3), buildings and parking structures shall not be located closer than 30 feet from an adjacent building or parking structure located on the same lot or parcel, and not located closer than 75 feet from an adjacent building or parking structure located on the same lot or parcel if there is surface parking between the buildings or parking structures. In each event, the area between buildings shall not be composed entirely of impervious surfaces and shall be designed to include sidewalks, planted verge, landscaping and other green space.

Based on the Zoning Plan provided, the proposed three (3)-story building with two (2) story parking deck will be located 17.9 ft and 18 ft, from the rear of the Millenium II and III buildings, respectively. Although the Millenium II and III buildings are shown to be on separate parcels, the consideration is for the overall tract of the 13.49-acre property as a unified development. Therefore, the Applicant would be required to obtain a variance to permit a building separation on the same tract of 17.9 feet, whereas a minimum 30 feet building separation is required.

4. In accordance with Section §27-1509.2, in the SP-3 District, a maximum building profile, as seen from end-to-end from any side or elevation, and measured perpendicular to such side or elevation, shall not exceed 250 linear feet in total horizontal length on any floor or floors. Council may permit an increase in the maximum building profile to 350 feet by conditional use approval.

Per Section 27-202, a building is defined as *"any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of any individual, animal, process, equipment goods or materials of any kind of nature."*

The proposed six (6)-story building with four (4) story parking deck will have a horizontal length of 406 ft (building with the podium parking deck) which exceeds the maximum 250 LF horizontal length of a building permitted within the SP-2 zoning district. The proposed three (3)-story building with two (2) story parking deck will have a horizontal length of 345 ft (building with podium parking deck). Council approval may be permitted only up to a maximum building profile length of 350 ft. Since the proposed six (6)-story building with the four (4) story parking deck will have a horizontal length of 406 ft, the Applicant will be

required to seek a variance from Section §27-1509.2 to permit a 406 ft building length for the proposed six (6)-story building with four (4) story parking deck. The Applicant will be required to seek Borough Council approval for the both proposed buildings since the building lengths for both buildings (406 ft and 345 ft) exceed the permitted 250 ft length by right.

5. In accordance with Section §27-1509.2.C, in the SP-2 District, the lot shall not be developed with a visible parking structure fronting parallel to the Schuylkill River, nor shall a stand-alone parking structure be located on any lot area between the primary structure and the Schuylkill River.

The Applicant is proposing the new 406 LF and 345 LF buildings with the multi-level parking decks to be oriented parallel to the Schuylkill River. As a condition of the Conditional Use approval for the additional building length, a visible parking structure fronting parallel to the Schuylkill River is not permitted. There is a separate parcel owned by Conshohocken Borough located between the Schuylkill River and the proposed Millenium IV office buildings which serves as a riverfront open space recreational area. The proposed Millennium IV office buildings will have visible parking structures that will be seen fronting and oriented parallel to the Schuylkill River since the riverfront open space parcel will not be developed. Therefore, a variance from Section §27-1509.2.C will be required for relief of this condition for the additional building length.

6. Per Section §27-1714.1.A, B, D, F, G, H, and K, any use or activity not authorized within Section §27-1713 of the Zoning Ordinance shall be prohibited within the Floodplain Conservation Overlay District. Prohibited uses pertaining to the proposed development include the following relevant uses and activities under Section §27-1714:
 - A. *No new construction, alteration, or improvement of any buildings and any other type of permanent structure, including fences, shall be permitted in the floodway or the one-hundred-year floodplain.*
 - B. *New construction of buildings or placement of fill within the one-hundred-year floodplain is prohibited.*
 - D. *Clearing of all existing vegetation, except where such clearing is necessary to prepare land for a use permitted under §27-1713, and where the effects of these actions are mitigated by re-establishment of vegetation.*
 - F. *Roads or driveways, except where permitted as corridor crossings in compliance with §27-1713.*
 - G. *Motor or wheeled traffic in any area not designated to accommodate adequately the type and volume.*
 - H. *Parking lots.*
 - K. *Stormwater basins, including necessary berms and outfall facilities.*

As a result, the Applicant is required to seek a variance from Sections §27-1714.1.A, B, D, F, G, H, and K to permit the construction of the proposed permanent structures to include the two (2) office buildings with podium parking decks, driveways, curbing, landscaping, stormwater facilities, and associated site clearing, filling, placement, and related improvements within the FP- Floodplain Conservation Overlay District, whereas such activities, uses, and permanent structures are prohibited.

The Applicant had submitted a floodplain study as prepared by Kimley-Horn and Associates, Inc., dated July 1, 2024. The floodplain study results indicated no rise to the 100-year floodplain with the proposed site improvements.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: Z-2025-05
Date Submitted: 5/30/25
Date Received: 5/30/25

1. Application is hereby made for:

☐ Special Exception ☒ Variance
☐ Appeal of the decision of the zoning officer
☐ Conditional Use approval ☐ Interpretation of the Zoning Ordinance
☐ Other _____

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

See attached Addendum

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

M4 Office Buildings, Units E, F, G, H, and J

4. Applicant's Name: Millennium IV Land Owner LLC

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

Phone Number (daytime): 919-259-6233

E-mail Address: jnickel@morganproperties.com

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

6. Property Owner: Same As Applicant

Address: _____

Phone Number: _____

E-mail Address: _____

7. Lot Dimensions: _____ Zoning District: SP-2

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

Yes ☒ No ☐ If yes, please describe.

See Attached Addendum.

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

See Attached Addendum.

10. Please describe the proposed use of the property.

See Attached Addendum.

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

See Attached Addendum.

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

See Attached Addendum.

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

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

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

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

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

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

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

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: Matthew J. McHugh, Esq. / Leonard B. Altieri, III, Esq.

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

c. Phone Number: 215-569-1662 / 215-569-4364

d. E-mail Address: MMcHugh@klehr.com / LAltieri@klehr.com

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

[Signature] - AUTHORIZED REPRESENTATIVE
Applicant

Millenium IV Land owner, LLC
Legal Owner

5/28/25
Date

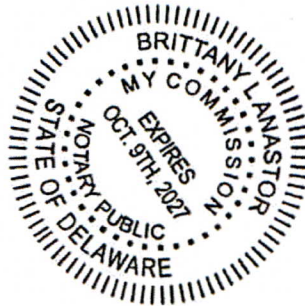
COMMONWEALTH OF ~~PENNSYLVANIA~~ Delaware

COUNTY OF ~~MONTGOMERY~~ New Castle

As subscribed and sworn to before me this 28th day of
May, 2025

[Signature]
Notary Public

(Seal)





BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Decision

(For Borough Use Only)

Application Granted ☐

Application Denied ☐

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

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

DATE OF ORDER: _____

**BOROUGH OF CONSHOHOCKEN ZONING HEARING BOARD
ADDENDUM TO ZONING HEARING BOARD APPLICATION**

Applicant: Millennium IV Land Owner, LLC
160 Clubhouse Road
King of Prussia, PA 19406

Owner: Same as Applicant

Subject Property: “Millennium IV Development”
Washington Street

Tax Parcel Nos. 05-00-11856-10-9 (Unit E); 05-00-11856-11-8 (Unit F);
05-00-11856-12-7 (Unit G); 05-00-11856-93-7 (Unit H); and
05-00-11856-14-5 (Unit J)

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

Relief Requested

1. A variance from Section 27-1503(3)(C) of the Borough of Conshohocken Zoning Ordinance (the “Zoning Ordinance”) to permit a building height greater than 85 feet for a building that is located further than 2,000 feet from a SEPTA rail station.
2. A variance from Section 27-1504(F)(2) of the Borough of Conshohocken Zoning Ordinance (the “Zoning Ordinance”) to permit a maximum impervious surface coverage of 79% whereas a maximum of 70% is otherwise permitted.
3. A variance from Section 27-1505(A)(3)(b) of the Zoning Ordinance to permit building separation on the same lot of 17.9 feet whereas 30 feet of building separation is otherwise required.
4. A variance from Section 27-1509(2)(C) of the Zoning Ordinance to permit a visible parking structure fronting parallel to the Schuylkill River in connection a maximum building profile of 350 feet.
5. A variance from Sections 27-1714(1) of the Zoning Ordinance to permit the construction of the proposed office buildings and related improvements within the FP – Floodplain Conservation District.

6. A variance from Section 27-1509(2) of the Zoning Ordinance to permit a maximum building profile of 406 linear feet whereas 250 linear feet is otherwise permitted.

Summary of Application

The Subject Property is the Millennium Condominium Complex. The overall tract is 13.40 acres and located within the SP-2 Specially Planned 2 Zoning District. The Applicant is the owner of condominium units E, F, G, H, and J (the “Development Parcels”). The Development Parcels consist of approximately 4.932 acres and located along the riverfront portion of the Millennium Condominium Complex. In addition to the Development Parcels, affiliates of the Applicant own the remainder of the Millennium Condominium Complex with the exception of the Lumina (formerly Londonbury) apartment complex and Unit I (parking lot between Millennium I and Millennium II buildings).

Applicant is proposing to demolish a portion of the existing parking lot located on the Development Parcels and construct: (1) a 6 story office building with a 36,066 square foot footprint (totaling approximately 216,400 square feet) with 960 parking spaces including a 4-story, 63,334 square foot footprint (totaling approximately 253,336 square feet) podium parking garage; and (2) a 3 story office building with a 29,280 square foot footprint (totaling approximately 87,840 square feet) with 236 parking spaces including a 2 story, 39,729 square foot footprint (totaling approximately 79,458 square feet) podium parking garage.

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

Legal Standard

In considering an application for a variance, the Zoning Hearing Board is required to apply the provisions of Section 10910.2 of the MPC. Section 10910.2 provides that the Zoning Hearing Board has the authority to grant a variance if it finds that the Applicant has met its burden with respect to the following five elements:

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

4. That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.
5. That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

53. P.S. §10910.2(a).

In determining whether the Applicant has established the existence of an unnecessary hardship, the Pennsylvania Supreme Court has stated that the Zoning Hearing Board may consider multiple factors including the economic detriment to the applicant if the variance was denied, the financial hardship created by any work necessary to bring the building into strict compliance with the zoning requirements and the characteristics of the surrounding neighborhood. Hertzberg v. Zoning Board of Adjustment of Pittsburgh, 721 A.2d 43, 50 (Pa. 1998).

Conclusion

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

Prepared By:

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

When Recorded, Return To:

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

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

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

UNDER AND SUBJECT, as aforesaid.

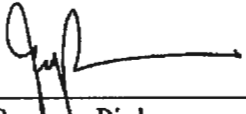
AND the Grantor, for itself and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, by these presents, that it, the Grantor and its successors and assigns, all and singular the buildings, hereditaments and premises hereby granted or mentioned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

[Signature on next page]

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

GRANTOR:

TPT MILLENNIUM, LLC, a Delaware limited liability company

By: 
Name: Gregory Pinkus
Title: Authorized Signatory

STATE OF NEW YORK)

COUNTY OF NEW YORK)

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

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


Notary Public

My Commission expires:

(Notarial Seal)


PAULINE YAPUTRA
Notary Public - State of New York
NO. 01YA6405126
Qualified in New York County
My Commission Expires Mar 2, 2024

Certification of Address

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

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

MILLENNIUM IV LAND OWNER LLC,
a Delaware limited liability company

By: 
Name: _____
Title: _____

Jason A. Morgan
Vice-President

[signature page to Special Warranty Deed – Millennium IV]

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

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

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

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

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

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

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

UNIT F

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

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

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

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

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

UNIT G

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

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

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

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

UNIT J

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

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

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

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

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

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

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

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

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

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

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

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

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


REV-183

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

1830019105

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

RECORDER'S USE ONLY

State Tax Paid:

Book:

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document

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

SECTION II REAL ESTATE LOCATION

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

SECTION III VALUATION DATA
Was transaction part of an assignment or relocation? ☐ YES ☒ NO

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

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

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

2. Fill in the Appropriate Oval Below for Exemption Claimed.

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

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

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

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

Signature of Correspondent or Responsible Party

Date

6/6/22

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



1830019105

1830019105

ATTACHMENT TO
PENNSYLVANIA REAL TRANSFER TAX STATEMENT OF VALUE

Grantor: TPT Millennium, LLC

Grantee: Millennium IV Land Owner LLC

Date of Deed:

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



SITE PLAN STATISTICS

SITE ADDRESS:	WASHINGTON STREET CONDO J CONSHOHOCKEN, PA 19428
MUNICIPALITIES:	BOROUGH OF CONSHOHOCKEN , MONTGOMERY COUNTY
ZONING DISTRICT:	SP-2 - SPECIALTY PLANNED DISTRICT 2
PARCEL INFORMATION:	050011856001, 050011856946, 050011856928, 050011856145, 050011856001, 050011856955, 050011856937, 050011856136, 050011856127
EXISTING USE:	RESIDENTIAL AND OFFICE SPACE
PROPOSED USE:	RESIDENTIAL AND OFFICE SPACE
LOT AREA:	GROSS: 587,769 SF (13.49 ACRES)
PLAN REFERENCE:	BOUNDARY & TOPOGRAPHIC SURVEY PREPARED BY CONTROL POINT ASSOCIATES DATED: 02/12/2024

THE BOROUGH OF CONSHOHOCKEN HERBY APPROVES THE FOLLOWING WAIVERS REQUESTED FOR THE PROJECT:

SECTION 104	TO PERMIT NEGOTIATION OF PARK OR RECREATIONAL FACILITIES, LAND AND/OR FEES
SECTION 26 A.1.	SHOW EXISTING FEATURES WITHIN 100' OF THE SITE
SECTION 44 C.6.0.	TO PROVIDE A 24' MINIMUM AISLE WIDTH FOR
SECTION 44 C.7.	TO PROVIDE A 5' MINIMUM RADIUS OF CURBLINE CURVATURE
SECTION 45 A.3.	TO PROVIDE A 15' MINIMUM WIDTH FOR SIDEWALKS

AND THE PLANTING OF TREES ALONG WASHINGTON STREET AGAINST THE WALL RATHER THAN IN THE VERGE.

THE BOROUGH OF CONSHOHOCKEN ZONING HEARING BOARD HERBY GRANTED THE FOLLOWING VARIANCES ON JULY 25, 2007 REQUESTED FOR THE PROJECT:

SECTION 17.5.C.3.	DEVELOPMENT WITHIN 50' OF THE TOP OF BANK
SECTION 17.5.G.2.c.	STANDARDS FOR COMPLETELY DRY FLOOD-PROOFING
SECTION 20.7.I.	TO PROVIDE MORE THAN ONE ACCESS FOR THE SUBJECT PROPERTY
SECTION 20.7.L.	FROM MINIMUM WIDTHS FOR PRIVATE DRIVES

THE BOROUGH OF CONSHOHOCKEN COUNCIL GRANTED THE FOLLOWING CONDITIONAL USE APPROVALS REQUESTED FOR THE PROJECT:

SECTION 15.2.P.3.	TO CONSTRUCT MULTIFAMILY RESIDENCES
SECTION 15.4.B.3.	TO RESERVE THE RIGHT TO TRANSFER FLOOD AREA
SECTION 17.5.E.4.	TO ALLOW STORM SEWERS/OUTFALLS WITHIN THE FLOODWAY
SECTION 17.5.E.5.	TO ALLOW PAVED DRIVEWAYS AND PARKING LOTS WITHIN THE FLOODWAY

PARKING REQUIREMENTS

BOROUGH OF CONSHOHOCKEN	
ITEMS	GROSS SQUARE FOOTAGE/TOTAL SPACES
OFFICE REQUIREMENTS: 3 SPACES PER 100 FT OF FLOOR AREA	
MILLENNIUM TWO	68,360 SF
MILLENNIUM THREE	69,690 SF
LONDONBURY BUILDING D	5,730 SF
PROPOSED OFFICE BUILDING 1	216,400 SF
PROPOSED OFFICE BUILDING 2	87,840 SF
TOTAL OFFICE REQUIREMENT	(448,020 SF/1000 SF) x 3 = 1,344 SPACES
RESIDENTIAL REQUIREMENTS: 1.2 SPACES PER UNIT	
LONDONBURY BUILDING A	161 RESIDENTIAL UNITS
LONDONBURY BUILDING B	74 RESIDENTIAL UNITS
LONDONBURY BUILDING C	74 RESIDENTIAL UNITS
TOTAL RESIDENTIAL REQUIREMENT	1 x 309 = 371 SPACES
TOTAL REQUIRED PARKING: 1,715 SPACES	

ZONING STANDARDS:

BOROUGH OF CONSHOHOCKEN (SP-2)			
ITEMS	REQUIRED	EXISTING	PROPOSED BUILDING
YARD SETBACKS §27-1505			
MINIMUM FRONT YARD (PARKING & STRUCTURE)	15 FT FROM ROW	17.6 FT	15 FT (C)
MINIMUM BUILDING SEPARATION	75 FT	>75 FT	>75 FT (C)
MINIMUM BUILDING SEPARATION ON SAME LOT/Parcel	30 FT	> 30 FT	17.9 FT (V)
INTENSITY RATIOS §27-1504			
MAXIMUM IMPERVIOUS COVERAGE	70%	69.4 %	79.0 % (V)
MINIMUM OPEN SPACE	15%	31.6%	21.0 % (C)
MISCELLANEOUS			
MINIMUM LOT AREA §27-1504	1 AC (43,560 SF)	13.49 AC (587,769 SF)	13.48 AC (587,769 SF) (C)
PARKING §27-2011	1,715 SPACES	972 SPACES	2,001 SPACES (C)
MAXIMUM BUILDING FRONTAGE §27-1509	350 FT*	< 250 FT	273.3 FT (CU)*
MAXIMUM BUILDING HEIGHT §27-1503	230 FT**	≤85 FT	<230 FT (CU)**
MAXIMUM ACCESS DRIVEWAY WIDTH §27-2007	30 FT	24 FT	24 FT (C)
PRIVATE DRIVE CURBLINE SETBACK §27-1505	25 FT	25 FT	25 FT (C)
MAXIMUM FLOOR TO AREA RATIO §27-1504	1.5	0.70	(778,222 SF) / (587,769 SF) = 1.3 (C)

LEGEND:
(C) = COMPLIES
(V) = VARIANCE
(CU) = CONDITIONAL USE

ADDITIONAL VARIANCES REQUESTED FOR §27-1505 B.2 AND §27-1714.

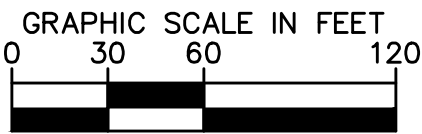
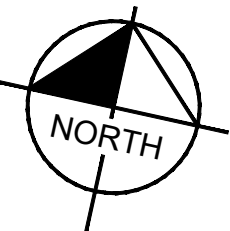
- *§27-1509.2: APPLICANT MEETS CONDITIONS SET FORTH TO INCREASE BUILDING FRONTAGE TO 350 FT.:
A. FACADE BREAKS SHALL BE PROVIDED SO THAT NO MORE THAN 50 FEET OF BUILDING IS A CONSISTENT FACADE.
B. BUILDING IS PROPOSED TO BE 273 FT LONG. THIS WOULD REQUIRE AN ADDITIONAL 5% OF OPEN SPACE BEYOND THE REQUIRED 15%. PROPOSED PLAN PROVIDES 20% AS REQUIRED.
C. THE LOT DOES NOT FRONT THE SCHUYLKILL RIVER.

*\$27-1503.3. APPLICANT MEETS CONDITIONS SET FORTH TO INCREASE MAXIMUM HEIGHT TO 230 FT.:
A. SITE IS ZONED SP-2.
B. LOT AREA IS 13.49 AC.
C. BUILDING IS LOCATED <2,000 FT FROM THE CONSHOCKEN SEPTA RAIL STATION. *VARIANCE REQUESTED.
D. THE DEVELOPMENT INCLUDES AMENITY SPACE THAT SHALL BE PRESERVED FOR PUBLIC EVENTS.


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

LEGEND

	EXISTING 100-YR FEMA FLOODPLAIN
	EXISTING 100-YR FEMA FLOODPLAIN HATCH
	EXISTING FEMA FLOODWAY
	EXISTING FEMA FLOODWAY HATCH
	EXISTING PROPERTY LINE
	EXISTING WATERCOURSE TOP OF BANK
	EXISTING COMMUNICATION CONDUIT
	EXISTING NATURAL GAS SERVICE PIPE
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING WATER PIPING
	EXISTING SANITARY SEWER PIPE
	YARD SETBACK LINE
	ULTIMATE RIGHT-OF-WAY LINE
	INTERNAL LOT LINES
	EXISTING EASEMENT
	PROPOSED EASEMENT
	PROPOSED CURB LINE
	PROPOSED BUILDING FOOTPRINT
	PROPOSED ASPHALT SIDEWALK
	PROPOSED STANDARD DUTY ASPHALT
	EXISTING GRAVEL
	PROPOSED OUTDOOR DECK AREA
	PROPOSED ACCESS DRIVEWAY
	OPEN SPACE



CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES
3 WORKING DAYS NOTICE FOR
CONSTRUCTION PHASE AND 10 WORKING
DAYS IN DESIGN STAGE - STOP CALL

 **PA 1**
SERIAL INC.
1-800-242-1776

SERIAL NUMBER: [SERIAL NUMBER]