



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

OCTOBER 20, 2025, ZONING HEARING BOARD MEETING PACKET

Maple Street Development – continued application

- *The applicant has requested a continuance to the November 17, 2025 ZHB Meeting*

1009 Fayette St – continued application

16 E 1st Ave – new application

101 Fayette St – new application

312 Fayette St – new application

524 E Elm St – new application

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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 SEPTEMBER 15, 2025 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2025-15

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on September 15, 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: Mecka Properties, LLC
18 Maple Street, Conshohocken, PA 19428

PREMISES INVOLVED: 18 Maple Street (05-00-06232-00-9); 38 Maple Street (05-00-06196-00-9);
42 Maple Street (05-00-06192-00-4); 44 Maple Street (05-00-06188-00-8);
46 Maple Street (05-00-06184-00-3); BR-2 – Borough Residential District 2

OWNER OF RECORD: Mecka Properties, LLC
3117 Hayes Road, East Norriton, PA 19403

The petitioner is seeking Variances associated with a proposed sixteen (16)-lot total single-family attached and detached residential subdivision and development as follows:

1. Section §27-703.D - to permit the demolition and reconstruction of three (3) existing nonconforming single-family attached dwellings located at 42 to 46 Maple Street (a.k.a. proposed Lots 1 to 3);
2. Section §27-806 - to permit proposed development of twelve (12) new single-family attached dwellings (Lots 5 to 16) with access from an existing driveway and proposed private street whereas access to a public street is required;
3. Section §27-807 - to permit a reduced setback of 7 feet from the surrounding lot lines for proposed Lots 5, 10, 11 and 16, whereas a 15 feet setback is required for all buildings and other structures to be located on an existing interior lot;
4. Sections §27-1105.A & B - to permit reduced lot sizes less than 1800 SF and reduced lot widths less than 18 feet for proposed Lots 1 and 2 of the reconstructed townhomes fronting Maple Street;
5. Section §27-1105.C - to permit a zero (0) feet setback for proposed Lots 1 to 3, whereas 15 feet from the ultimate right-of-way line of W. First Avenue and Maple Street is required;
6. Section §27-1105.E - to permit a 4.7 feet side yard setback for proposed Lot 3, whereas a 7 feet setback is required for the end unit of a single-family attached dwelling;
7. Section §27-1105.J - to permit a building width of less than 18 feet wide for proposed Lots 1 to 3 of the reconstructed townhomes, whereas the minimum building width shall be 18 feet; and,
8. §27-1107 - to permit off-street parking spaces located within the front yards of proposed Lots 4 through 16, whereas off-street parking between the front wall of a principal structure and the curb of the street toward which that wall is oriented is not permitted.

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: September 10, 2025

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: Maple Street Development – Zoning Determination

History of the Site:

The proposed Maple Street development, currently owned by Mecka Properties, LLC, is comprised of a total of five (5) existing parcels located within the BR-2 – Borough Residential District 2 as follows:

- **18 Maple Street (a.k.a. Rams Recycling, Inc.)** – a 21,575 SF (21,774 SF as surveyed) commercial property, developed with an office trailer building and garage buildings with bays, and trailers which is currently used as a scrap metal and recycling facility. There is a 10.75 ft wide access strip from Maple Street. This parcel is located behind the rear yards of the properties fronting Maple Street and West Elm Street, between Maple Street and the Wood Street right-of-way (unopened paper street). The existing use on the property is considered an existing nonconformity within the BR-2 zoning district since the use was legally in existence prior to the adoption of the current Zoning Ordinance and the use is permitted to continue in accordance with Zoning Code Section §27-703.A.
- **38 Maple Street** – a 10,950 SF (10,949 SF as surveyed) lot, which is partially vacant with an old concrete pad and grass to the east with the western portion currently being used as part of the Rams Recycling, Inc. business.
- **42 Maple Street** – a 4,644 SF residential parcel consisting of a two (2)-story single-family attached stucco dwelling built in 1870. This parcel fronts Maple Street to the east and abuts 38 Maple Street to the north. The existing building is considered existing nonconforming since the building setback at 4.7 ft is less than the required minimum 7 ft width for an end unit of a single-family attached dwelling per Zoning Code Section §27-1105.E.
- **44 Maple Street** – a 3,659 SF (3,453 SF as surveyed) residential parcel consisting of a two (2)-story single-family attached stucco dwelling built in 1870. This property is an interior parcel that fronts Maple Street to the east and is located between 42 and 46 Maple Street. The existing lot and building width is considered existing nonconforming since the lot and building width at 15.77 ft are less than the required minimum 18 ft width per Zoning Code Sections §27-1105.B & J, respectively.
- **46 Maple Street** – a 3,659 SF (3,661 SF as surveyed) residential corner parcel consisting of a two (2)-story single-family attached stucco dwelling built in 1870. This lot is fronted by Maple Street to the east and West First Avenue with straight in parking spaces to the north. There is also an existing garage located to the rear of the property. The existing lot and building width is

considered existing nonconforming since the lot and building width at 15.77 ft are less than the required minimum 18 ft width per Zoning Code Sections §27-1105.B & J, respectively.

To the rear of all the above parcels is the Borough of Conshohocken's Haines and Salvati Memorial Park.

Current Request:

The petitioner, Mecka Properties, LLC, is proposing to subdivide and development the above subject parcels as follows:

- Demolish the existing single-family attached dwellings (42 to 46 Maple Street) in its entirety and construct new single-family attached dwellings (a.k.a. proposed Lots 1 to 3), ranging from 727 SF to 759 SF with 10' wide x 10' long rear patios, along with the subdivision of these lots;
- Construct a new 1,200 SF single-family detached dwelling with a rear 10'x15' patio in the existing vacant northern portion of 38 Maple Street (a.k.a. proposed Lot 4); and,
- Extend Wood Street and construct twelve (12) new single-family attached dwellings, ranging from 2,459 SF to 3,320 SF, within the rest of the site; along with a five (5') ft wide paved trail to connect the site to Maple Street and West First Avenue. The proposed dwellings will have driveways and front loaded garages from a proposed 24-ft wide private street for off-street parking.

As part of the proposed site improvements, the petitioner is seeking the following variances:

1. Section §27-703.D - to permit the demolition and reconstruction of three (3) existing nonconforming single-family attached dwellings located at 42 to 46 Maple Street (a.k.a. proposed Lots 1 to 3);
2. Section §27-806 - to permit proposed development of twelve (12) new single-family attached dwellings (Lots 5 to 16) with access from an existing driveway and proposed private street whereas access to a public street is required;
3. Section §27-807 - to permit a reduced setback of 7 feet from the surrounding lot lines for proposed Lots 5, 10, 11 and 16, whereas a 15 feet setback is required for all buildings and other structures to be located on an existing interior lot;
4. Sections §27-1105.A & B - to permit reduced lot sizes less than 1800 SF and reduced lot widths less than 18 feet for proposed Lots 1 and 2 of the reconstructed townhomes fronting Maple Street;
5. Section §27-1105.C - to permit a zero (0) feet setback for proposed Lots 1 to 3, whereas 15 feet from the ultimate right-of-way line of W. First Avenue and Maple Street is required;
6. Section §27-1105.E - to permit a 4.7 feet side yard setback for proposed Lot 3, whereas a 7 feet setback is required for the end unit of a single-family attached dwelling;
7. Section §27-1105.G - to permit a building coverage of 49.4% and 50% for proposed Lots 1 and 2, whereas the maximum building coverage shall not exceed 40%;
8. Section §27-1105.J - to permit a building width of less than 18 feet wide for proposed Lots 1 to 3 of the reconstructed townhomes, whereas the minimum building width shall be 18 feet; and,
9. Section §27-1107 - to permit off-street parking spaces located within the front yards of proposed Lots 4 through 16, whereas off-street parking between the front wall of a principal structure and the curb of the street toward which that wall is oriented is not permitted.

Zoning Determination:

The property is located within the BR-2 – Borough Residential District 2 and subject to the code provisions of the Conshohocken Borough Zoning Ordinance of 2001. The following variances will be required as a result of the proposed site improvements:

1. Section §27-703.D - to permit the demolition and reconstruction of three (3) existing nonconforming single-family attached dwellings located at 42 to 46 Maple Street (a.k.a. proposed Lots 1 to 3).

Per Section §27-703.D of the Borough Zoning Ordinance, *“physical expansion of a nonconforming building or building housing a nonconforming use shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building.”*

The Applicant is proposing to demolish the three (3) existing nonconforming single-family attached dwellings located at 42 to 46 Maple Street (a.k.a. proposed Lots 1 to 3) in its entirety to construct new single-family detached dwellings that will also be nonconforming.

Per Section §27-703.A. of the Borough Zoning Ordinance provides that the nonconforming status shall continue, and a property may continue to be used as nonconforming until it complies with the requirements of this Chapter. If the Applicant were to maintain and continue the use of the existing nonconforming dwellings without demolishing the dwellings, they would be permitted to continue the use of the dwellings under this code provision. However, since the Applicant is proposing to demolish the existing nonconforming dwellings in their entirety, including the foundations, the existing nonconformities of the existing nonconforming dwellings also ends. Therefore, this variance would not be needed, and the Applicant would be subject to the dimensional standards of the BR-2 zoning district and shall comply with the requirements under Code Sections §27-1105.C through J for the proposed new single-family attached dwellings, as well as, the off-street parking requirements under Sections §27-1107 and §27-1108.

2. Section §27-806 – to permit proposed development of twelve (12) new single-family attached dwellings (Lots 5 to 16) with access from an existing driveway and proposed private street whereas access to a public street is required.

Per Section §27-806, unless otherwise specified in this Chapter, *“each and every lot shall abut a public street. Preexisting landlocked parcels may be developed with one single-family detached house provided with a fifteen-foot wide easement of access, and provided that the usable portion of the lot otherwise complies with the lot size and dimensional requirements of the district in which it is located.”*

The Applicant is proposing a new 24 ft wide cartway that will be a private street for access to the proposed twelve (12) new single-family attached dwellings (Lots 5 to 16). In addition, the proposed private street will begin at the existing Wood Street (unopened paper street) that is proposed to be vacated and the current Wood Street would need to be extended to the site to provide access. Therefore, a variance from this Code Section is required to allow a private street for access to each new lot, whereas a public street is required.

3. Section §27-807 – to permit a reduced setback of 7 feet from the surrounding lot lines for proposed Lots 5, 10, 11 and 16, whereas a 15 feet setback is required for all buildings and other structures to be located on an existing interior lot.

In accordance with Section §27-807 of the Borough Zoning Ordinance, “an existing lot for which access to a public road does not comply with this Chapter may be developed with a use permitted in the district in which it is located, only when authorized by a variance from the Zoning Hearing Board, in accordance with Part 6 of this Chapter. In computing the area of such lots, the area of the strip of ground connecting the lot with the public road shall not be included. All buildings and other structures to be located on such lots shall not be closer than 15 feet to surrounding lot lines. The strip of ground connecting the lot with the public road shall be used as an access strip to only the particular lot in question. The Zoning Hearing Board shall consider the suitability of the strip of ground that connects the lot with the public road for use as an access driveway and may impose such other conditions as may be required.”

Based on the “Plan for Zoning Purposes” Plan provided, the proposed dwellings of Lots 5, 10, 11, and 16 will only have a distance of 7 feet from the side lot lines. Therefore, a variance from this Code Section is required to permit the proposed dwellings closer than the required minimum 15 ft setback.

4. Sections §27-1105.A & B – to permit reduced lot sizes less than 1,800 SF and reduced lot widths less than 18 feet for proposed Lots 1 and 2 of the reconstructed townhomes fronting Maple Street

In accordance with Sections §27-1105.A & B of the Borough Zoning Ordinance, the minimum lot size shall be 1,800 SF per unit for single-family attached dwellings, and the minimum lot width shall be 18 feet per unit for single-family attached dwellings.

The Applicant is proposing a subdivision of Lots 1 and 2 that will have lot sizes of 1,538 SF and 1,451 SF, respectively. In addition, the lot widths of Lots 1 and 2 will be 16.72 ft and 15.77 ft, respectively. Since the proposed lot sizes are less than the required minimum 1,800 SF and the lot widths less than the required minimum 18 ft, the Applicant is required to seek a variance from both these Code Sections.

5. Section §27-1105.C – to permit a zero (0) feet setback for proposed Lots 1 to 3, whereas 15 feet from the ultimate right-of-way line of W. First Avenue and Maple Street is required.

Per Section §27-1105.C of the Borough Zoning Ordinance, “the front yard setback shall be 15 feet, to be measured from the ultimate right-of-way line; except where there is an established line, as herein defined, then the building line of the majority of the buildings on that side of the block shall be used as the minimum required front yard setback. However, in no case shall the setback be less than 10 feet from the face of a curb of a public street.”

Based on the “Plan for Zoning Purposes” Plan provided, the proposed dwellings of Lots 1, 2 and 3 will have a zero (0) setbacks from the rights-of-way of Maple Street and West First Avenue. The Applicant should clarify if there is an established building line on the block to ensure that an established building line does not exist on the block. Otherwise, a variance from this Code Section is required to permit the zero (0) setback from the Maple Street and West First Avenue rights-of-way whereas a required minimum 15 ft from the ultimate rights-of-way.

6. Section §27-1105.E – to permit a 4.7 feet side yard setback for proposed Lot 3, whereas a 7 feet setback is required for the end unit of a single-family attached dwelling.

In accordance with Section §27-1105.E of the Borough Zoning Ordinance, the minimum side yard setback of an end unit of a single-family attached dwelling shall be seven feet. Since the Applicant is only proposing a 4.7 ft side yard setback for the proposed single-family attached dwelling end unit on Lot 3, the Applicant would be required to seek a variance from this Code Section to permit the reduced side yard setback of this single-family attached dwelling end unit on the property.

7. Section §27-1105.G – to permit a building coverage of 49.4% and 50% for proposed Lots 1 and 2, whereas the maximum building coverage shall not exceed 40%.

Per Section §27-1105.G, *“the maximum building coverage shall not exceed 40% of the lot area. Building coverage for private garages shall be subject to the provisions of § 27-811C.”*

The Applicant is proposing a building coverage of 49.4% (759 SF) for Lot 1 and 50.0% (727 SF) for Lot 2. The proposed building coverages increased as a result of the proposed subdivision reducing the existing lot sizes of these lots. Therefore, a variance from this Code Section is required to permit an exceedance of the maximum building coverage above 40%.

8. Section §27-1105.J – to permit a building width of less than 18 feet wide for proposed Lots 1 to 3 of the reconstructed townhomes, whereas the minimum building width shall be 18 feet.

Per Section §27-1105.J of the Borough Zoning Ordinance, *“the minimum building width shall be 18 feet.”* Since the proposed subdivided Lots 1 to 3 will have building widths of 16.5 ft, 15.8 ft, and 16.5 ft, which are all less the required minimum 18 ft building width required; and therefore, a variance from this Code Section is required.

9. Per Section §27-1107 – to permit off-street parking spaces located within the front yards of proposed Lots 4 through 16, whereas off-street parking between the front wall of a principal structure and the curb of the street toward which that wall is oriented is not permitted.

The Applicant is proposing off-street parking between the new dwellings of Lots 4 through 16 and the curb of the street toward which that wall is oriented; therefore, a variance from this Code Section is required whereas such off-street parking located to the front of the dwelling is not permitted.

10. In accordance with Sections §27-1108 and 27-2002 of the Borough Zoning Ordinance, all new residential development must conform to the off-street parking provisions contained in Part 20 of the Zoning Ordinance and each dwelling unit with more than one (1) bedroom is required to have two (2) off-street parking spaces. Since no off-street parking spaces are being provided for the new dwellings at Lots 1 to 3, a variance will be required to not provide off-street parking for these lots.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: Z-2025-15
Date Submitted: 8/15/25
Date Received: 8/15/25

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: Section 27-703(D); 806; 807; 1105A, B, C, E, G & J; 1107. See attached "Zoning Variances - BR2-Borough Residential District 2 Attachment."

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

18,38,42,44,46 Maple Street

4. Applicant's Name: MECKA Properties, LLC

Address: 18 Maple Street, Conshohocken, PA 19428

Phone Number (daytime): (610) 828-1880

E-mail Address: rcmorello@aol.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: See Attached Plan Zoning District: BR2

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.

Three row houses at 42, 44 and 46 Maple Street. Recycling facility at 18 Maple Street. Vacant lot at 38 Maple Street.

10. Please describe the proposed use of the property.

Rebuild three row houses at 42, 44 and 46 Maple Street on new foundations (rear portion of those lots to be merged into 18 Maple Street).
Construct a new detached single family dwelling on 38 Maple Street (rear portion of that lot to be merged into 18 Maple Street).
Construct 12 new townhouses on the newly configured 18 Maple Street.
Remove the existing recycling facilities.

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

See attached plan.

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

Removal of the Recycling facility and the reconstruction of three row houses on Existing Footprints, the construction of a new single family detached dwelling and twelve new townhouses is an improvement to the area and consistent with the residential character of the District.

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

a. The unique characteristics of the property: Various non-conforming dimensions
and uses create unique characteristics of the property.

b. How the Zoning Ordinance unreasonably restricts development of the property:
The unique character of the property based on historic lot dimensions unreasonably restricts development of the property.

c. How the proposal is consistent with the character of the surrounding neighborhood. _____
Proposal is all residential which is consistent with the neighborhood and the underlying zoning district.

d. Why the requested relief is the minimum required to reasonably use the property; and why the proposal could not be less than what is proposed.
The proposed reconstruction of the three row houses, the new single family detached dwelling and the twelve new townhouses is the minimum necessary to reasonably use the property.

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

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

Not applicable.

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

Not applicable.

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

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

No applicable.

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

No applicable.

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

No applicable.

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

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

b. Address: 460 Norristown Road, Suite 110, Blue Bell, PA 19422

c. Phone Number: (610) 825-8400

d. E-mail Address: ehughes@wispearl.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.
MECKA PROPERTIES, LLC

Applicant/Legal Owner

By: _____

Russell Morello, Member

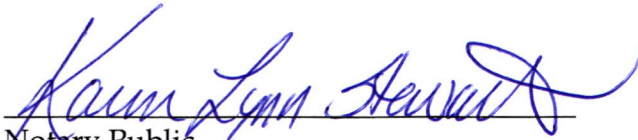
8-15-25

Date

COMMONWEALTH OF PENNSYLVANIA

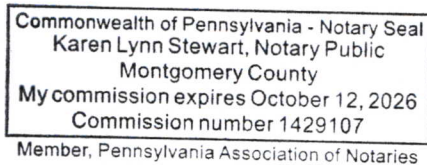
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 15th day of August, 2025.



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 ☐

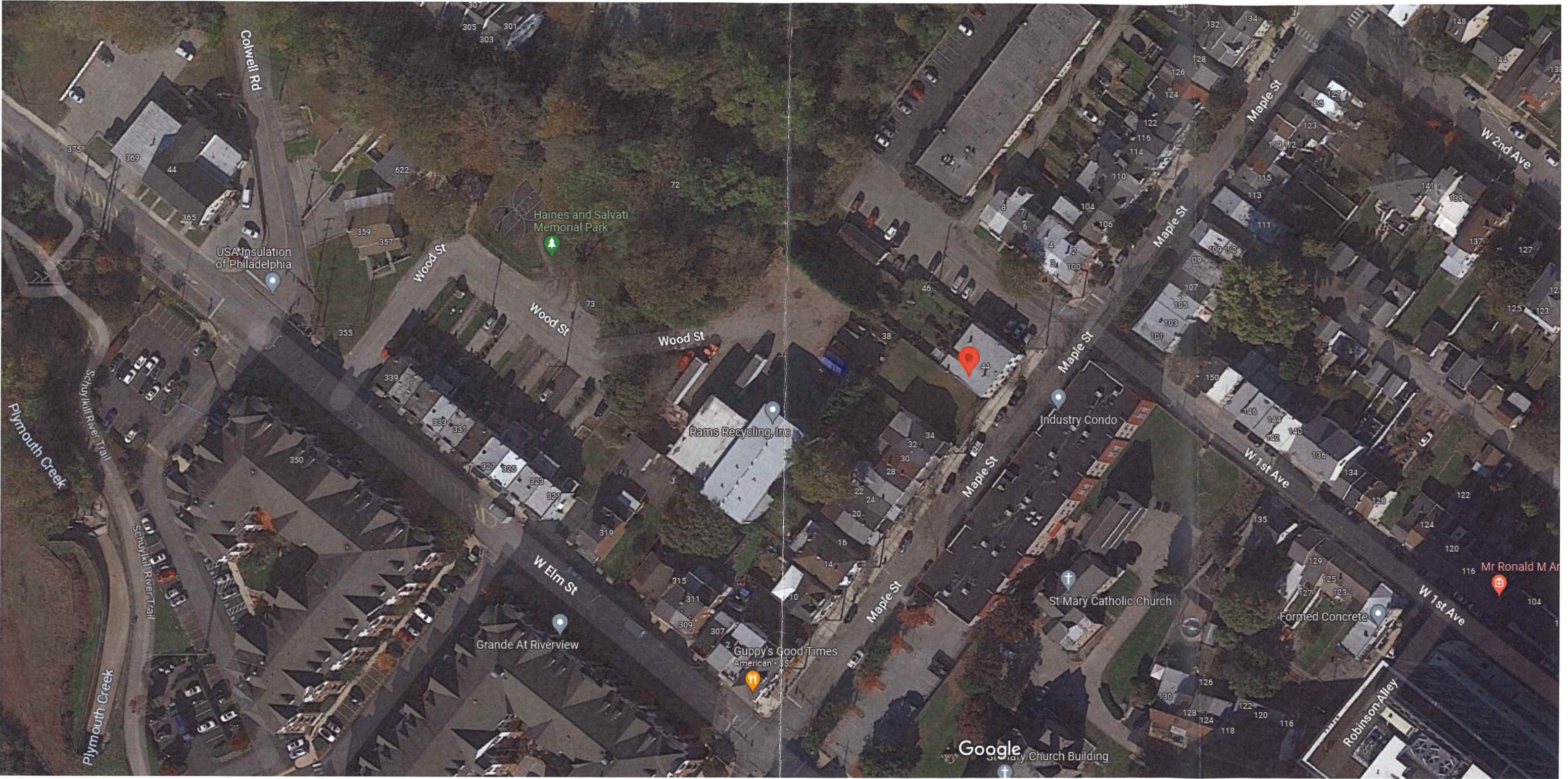
MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐

DATE OF ORDER: _____



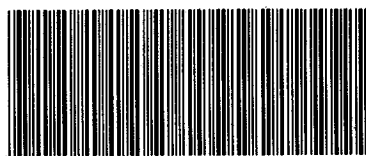


**RECORDER OF DEEDS
MONTGOMERY COUNTY**

Jeanne Sorg

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

DEED BK 6385 PG 01022 to 01026.1
INSTRUMENT # : 2024065259
RECORDED DATE: 12/06/2024 09:01:19 AM



6366334-0027X

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed
Document Date: 11/24/2024
Reference Info:

Transaction #: 7018947 - 5 Doc(s)
Document Page Count: 4
Operator Id: dawhitner

RETURN TO: (Simplifile)
Germantown Title Company
502 W Germantown Pike, Suite 200
East Norriton, PA 19403
(610) 631-1540

PAID BY:
GERMANTOWN TITLE COMPANY

*** PROPERTY DATA:**

Parcel ID #: 05-00-06232-00-9
Address: 18 MAPLE ST

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

RECORDED

Borough of Conshohocken

Date: 12/10/24 KD

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00
TAXABLE AMOUNT: \$1,401,470.40

FEES / TAXES:

Recording Fee: Deed	\$86.75
Affidavit Fee	\$1.50
Additional Names Fee	\$2.00
Affordable Housing Names	\$2.00
State RTT	\$14,014.70
Conshohocken Borough RTT	\$7,007.35
Colonial School District RTT	\$7,007.35
Total:	\$28,121.65

DEED BK 6385 PG 01022 to 01026.1
Recorded Date: 12/06/2024 09:01:19 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By/Return To:

F. Emmett Fitzpatrick III, Esq.
353 West Lancaster Ave., St. 300
Wayne PA 19087

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-06232-00-9 CONSHOHOCKEN BOROUGH

18 MAPLE ST

MORELLO AMANDA MARIE & MORELLO CHRISTIE & MORELLO CATHERINE E

B 007 L U 022 4290 12/04/2024

JB

Property Address:

18 Maple Street
Conshohocken, PA, 19428

Tax Parcel ID: 05-00-06232-00-9

Transfer Tax is calculated on the Computed Value.

DEED

Date: November 24, 2024

Grantors:

Joseph A. Morello
Russell A. Morello, Jr.
Amanda Marie Morello

Kristie ^(R) Christie Morello who acquired title as Christie Morello
Catherine ^(R) E. Morello who acquired title as Catherine E. Morello

Grantee:

Mecka Properties, LLC

Consideration: \$1.00**Conveyance:**

In return for Grantee's payment of the above-described Consideration, the receipt and sufficiency of which Grantors acknowledge, Grantors hereby convey, grant, transfer, remise, release, and remit to Grantee all of Grantors' right, title, and interest in and to the Property described below, to have and to hold forever:

Property:

ALL THAT CERTAIN tract or piece of land, with the buildings thereon erected, situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the Northwestern side of Maple Street, at the distance of one hundred and sixty five and thirty two one hundredths feet Northeasterly from the North corner of Elm and Maple Streets, being a corner of this and land of Hypolit Nashielski; thence still along said side of Maple Street Northeasterly ten and seventy five one hundredths feet more or less to a stake, a corner of this and land of John Skowronski; thence by and along said land Northwesternly ninety two feet to a stake; thence Northeasterly and parallel with said Maple

Street one hundred and fifteen and twenty eight one hundredths feet more or less to a stake in line of land of Bernard Dembowski; thence by and along said land North forty seven degrees one minute West one hundred and twenty seven feet more or less to the southeast side of a thirty foot wide street; leading into Elm Street; thence along said side of said street Southwesterly one hundred and sixty-six and three one hundredths feet more or less to a stake in the rear of lots fronting on Elm Street; thence by and along the same Southeasterly one hundred and nineteen feet to the rear of lots fronting on Maple Street late of the grantors herein; thence Northeasterly along said lots forty feet to a stake; thence Southeasterly along the line of land of the said Hypolit Nashielski one hundred feet to the place of beginning.

BEING known as 18 Maple Street.

BEING Parcel No. 05-00-06232-00-9 as set forth in the Montgomery County Board of Assessment Appeals.

BEING the same premises which Russell A. Morello and Rosemarie Morello, his wife, by Deed dated October 22, 1987 and recorded on October 26, 1987 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 4855, page 605 etc., granted and conveyed unto Russell A. Morello and Rosemarie Morello, h/w, and Russell A. Morello, Jr., Salvatore Morello and Joseph A. Morello, in fee.

AND the said Russell A. Morello died on August 19, 2002, whereupon title to a one-quarter interest in the property became vested in Rose Marie Morello, his wife, by operation of law.

BEING the said same premises which Rose Marie Morello, Russell A. Morello, Jr., Salvatore Morello, and Joseph A. Morello, by Deed dated October 7, 2003 and recorded on March 9, 2004 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 05499, page 00657 et seq., granted and conveyed to Russell A. Morello, Jr., Salvatore Morello and Joseph A. Morello, as tenants in common.

AND the said Salvatore Morello died on January 2, 2024. Pursuant to his Last Will and Testament dated November 22, 2023, filed for probate on May 10, 2024, in the Office of Register of Wills of Montgomery County, Pennsylvania in File No. 46-2024-X1673, his interest in the Property was bequeathed in equal shares to Amanda

Marie Morello, Christie Morello, and Catherine E. Morello. Letters Testamentary were granted to his Executrix, Amanda Marie Morello, on May 10, 2024.

Being the same premises which Amanda Marie Morello, Executrix of the Estate of Salvatore Morello, by Deed dated September 12, 2024 and recorded on October 18, 2024 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 6380, page 1020 et seq., Instrument No. 2024055735, granted and conveyed to Amanda Marie Morello, Christie Morello, and Catherine E. Morello, in equal shares.

Warranty:

Grantors warrant that they have not done any act to encumber the Property, and that they will forever defend Grantee against any person or entity claiming to have received any interest in the property as a result of any act or omission of Grantors.

Signatures:

Joseph A. Morello
Joseph A. Morello

Russell A. Morello, Jr.
Russell A. Morello, Jr.

Amanda Marie Morello
Amanda Marie Morello

Christie Morello
Christie Morello who acquires title as Christie Morello

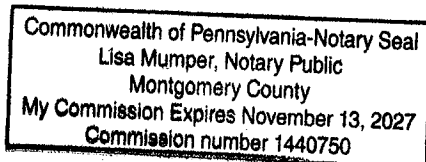
Catherine E. Morello
Catherine E. Morello who acquires title as Catherine E. Morello

Notarization:

Commonwealth of Pennsylvania
County of MONTGOMERY

I certify that on NOVEMBER 24, 2024, Joseph A. Morello, Russell A. Morello, Jr., Amanda Marie Morello, Christie Morello, and Catherine E. Morello, personally came before me, proved to my satisfaction that they are each the above-named Grantors, and acknowledged under oath that they each intentionally signed, sealed and delivered this Deed.

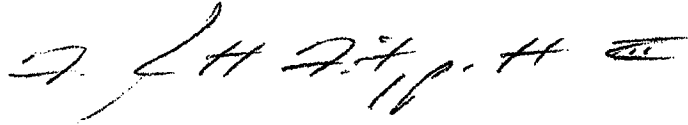
Lisa Mumper
Lisa Mumper, Notary Public
My Commission Expires: 11/13/27



CERTIFICATE OF RESIDENCE

I certify that the address of the Grantee is:

3117 Hayes Road, East Norriton, PA, 19403

A handwritten signature in black ink, appearing to read "F. Emmett Fitzpatrick, III". The signature is written in a cursive, flowing style with some capitalization and is positioned above a horizontal line.

F. Emmett Fitzpatrick, III (For the Grantee)



(EX) MOD-06-19 (F1)

1830019105

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603**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 MM/DD/YYYY

11-25-2024 (P) 11-24-2024

Grantor(s)/Lessor(s)
Joseph A. Morello, Russell A. Morello, Jr.
Amanda Marie Morello, Christie Morello,
Catherine E. Morello @ KristieTelephone Number
610-828-1612Grantee(s)/Lessee(s)
Mecka Properties, LLCTelephone Number
610-633-5476Mailing Address
18 Maple StreetMailing Address
3117 Hayes RoadCity
ConshohockenState
PAZip Code
19428City
East NorritonState
PAZip Code
19403**SECTION II REAL ESTATE LOCATION**Street Address
18 Maple StreetCity, Township, Borough
Borough of ConshohockenCounty
MontgomerySchool District
ColonialTax Parcel Number
05-00-06232-00-9**SECTION III VALUATION DATA**Was transaction part of an assignment or relocation? ☐ YES ☒ NO1. Actual Cash Consideration
\$1.002. Other Consideration
+ \$0.003. Total Consideration
= \$1.004. County Assessed Value
\$461,010.005. Common Level Ratio Factor
x 3.046. Computed Value
= \$1,401,470.40**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**1a. Amount of Exemption Claimed
\$0.001b. Percentage of Grantor's Interest in Real Estate
100.00%1c. Percentage of Grantor's Interest Conveyed
100.00%**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 a 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
Russell A. Morello, Jr.Telephone Number
610-633-5476Mailing Address
3117 Hayes RoadCity
East NorritonState
PAZip Code
19403

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 (MM/DD/YYYY)
11-25-2024

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



1830019105

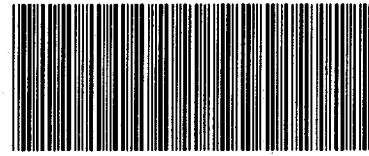
1830019105



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

DEED BK 6385 PG 01027 to 01031.1
INSTRUMENT # : 2024065260
RECORDED DATE: 12/06/2024 09:01:20 AM



6366335-0028Z

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed	Transaction #: 7018947 - 5 Doc(s)
Document Date: 11/24/2024	Document Page Count: 4
Reference Info:	Operator Id: dawhitner
RETURN TO: (Simplifile) Germantown Title Company 502 W Germantown Pike, Suite 200 East Norriton, PA 19403 (610) 631-1540	PAID BY: GERMANTOWN TITLE COMPANY

*** PROPERTY DATA:**

Parcel ID #: 05-00-06196-00-9
Address: 38 MAPLE ST

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

RECORDED
Borough of Conshohocken

Date: 12/10/24 KD

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$1.00
TAXABLE AMOUNT:	\$220,886.40
FEES / TAXES:	
Recording Fee:Deed	\$86.75
Affidavit Fee	\$1.50
Additional Names Fee	\$2.00
Affordable Housing Names	\$2.00
State RTT	\$2,208.86
Conshohocken Borough RTT	\$1,104.43
Colonial School District RTT	\$1,104.43
Total:	\$4,509.97

DEED BK 6385 PG 01027 to 01031.1
Recorded Date: 12/06/2024 09:01:20 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By/Return To:

F. Emmett Fitzpatrick III, Esq.
353 West Lancaster Ave., St. 300
Wayne PA 19087

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-06196-00-9 CONSHOHOCKEN BOROUGH

38 MAPLE ST

MORELLO AMANDA MARIE & MORELLO CHRISTIE & MORELLO CATHERINE E
B 007 L U 031 2103 12/04/2024 JB**Property Address:**

38 Maple Street
Conshohocken, PA, 19428

Tax Parcel ID: 05-00-06196-00-9

Transfer Tax is calculated on the Computed Value.
DEED

Date: November 24, 2024

Grantors:

Joseph A. Morello

Russell A. Morello, Jr.

Amanda Marie Morello

Kristie @ Christie Morello who acquired title as Christie Morello
Catherine E. Morello who acquired title as Catherine E. Morello
R. @

Grantee:

Mecka Properties, LLC

Consideration: \$1.00**Conveyance:**

In return for Grantee's payment of the above-described Consideration, the receipt and sufficiency of which Grantors acknowledge, Grantors hereby convey, grant, transfer, remise, release, and remit to Grantee all of Grantors' right, title, and interest in and to the Property described below, to have and to hold forever:

Property:

ALL THAT CERTAIN lot or piece of ground situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania surveyed by John V. Hoey, Registered Civil Engineer, on April 6, 1946 and bounded and described as follows, to wit:

BEGINNING at a point on the Northwesterly side of Maple Street (80.00 feet wide) at the distance of 53 feet 8 3/8 inches measured Southwest-wardly along said side of Maple Street from its intersection with the Southwesterly side of First Avenue (80.00 feet wide), thence extending along said Northwesterly side of Maple Street South 43 degrees West 50.00 feet to a point, a corner of land now or late of Ludwik Kowalkowski; thence extending along said Kowalkowski's

land North 47 degrees West 218.97 feet to a point on the Southeasterly side of a street (30.00 feet wide) running from Elm Street to First Avenue; thence extending along the same North 43 degrees East 50.00 feet to a point, a corner of land now or late of Joseph E. Foulke and Mary E. Foulke, his wife; thence extending along said Foulke's land South 47 degrees East 218.97 feet to the first mentioned point and place of beginning.

BEING known as 38 Maple Street.

BEING Parcel Number 05-00-06196-00-9 as set forth in the Montgomery County Board of Assessments Appeals.

BEING the same premises which Andrew J. Matteucci, singleman, by Indenture bearing date the 31st day of July, A.D., 1986, recorded in the Office for the Recording of Deeds, in and for the County of Montgomery, at Norristown, Pennsylvania in Deed Book 4808 page 2174 &c., granted and conveyed unto Russell A. Morello and Rosemarie Morello, his wife, in fee.

BEING the same premises which Russell A. Morello and Rosemarie Morello, by Deed dated October 22, 1987 and recorded on October 26, 1987 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 4855, page 602 et seq., granted and conveyed to Russell A. Morello and Rosemarie Morello, his wife, and Russell A. Morello, Jr., Salvatore Morello, and Joseph A. Morello.

AND the said Russell A. Morello died on August 19, 2002, whereupon title to his interest in the property became vested in Rose Marie Morello, his wife, by operation of law.

BEING the same premises which Rose Marie Morello, Russell A. Morello, Jr., Salvatore Morello, and Joseph A. Morello, by Deed dated May 1, 2012 and recorded on June 11, 2012 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 5837, page 02593 et seq., granted and conveyed to Russell A. Morello, Jr., Salvatore Morello, and Joseph A. Morello as tenants in common.

AND the said Salvatore Morello died on January 2, 2024. Pursuant to his Last Will and Testament dated November 22, 2023, filed for probate on April 17, 2024, in the Office of Register of Wills of

Montgomery County, Pennsylvania in File No. 46-2024-X1673, his interest in the Property was bequeathed in equal shares to Amanda Marie Morello, Christie Morello, and Catherine E. Morello. Letters Testamentary were granted to his Executrix, Amanda Marie Morello, on May 10, 2024.

Being the same premises which Amanda Marie Morello, Executrix of the Estate of Salvatore Morello, by Deed dated September 12, 2024 and recorded on October 18, 2024 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 6380, page 1024 et seq., Instrument No. 2024055736, granted and conveyed to Amanda Marie Morello, Christie Morello, and Catherine E. Morello, in equal shares.

Warranty:

Grantors warrant that they have not done any act to encumber the Property, and that they will forever defend Grantee against any person or entity claiming to have received any interest in the property as a result of any act or omission of Grantors.

Signatures:

Joseph A. Morello
Joseph A. Morello

Russell A. Morello, Jr.
Russell A. Morello, Jr.

Amanda Marie Morello
Amanda Marie Morello

Christie Morello
Christie Morello who acquired title as Christie Morello

Catherine E. Morello
Catherine E. Morello who acquired title as Catherine E. Morello

Notarization:

Commonwealth of Pennsylvania
County of MONTGOMERY

I certify that on NOVEMBER 24, 2024, Joseph A. Morello, Russell A. Morello, Jr., Amanda Marie Morello, Christie Morello, and Catherine E. Morello, personally came before me, proved to my satisfaction that they are each the above-named Grantors, and acknowledged under oath that they each intentionally signed, sealed and delivered this Deed.

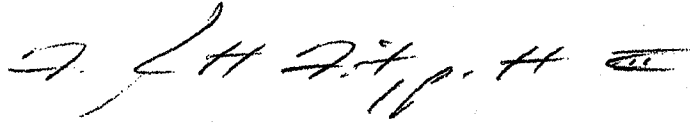
Lisa Mumper, Notary Public
My Commission Expires: 11/13/27

Commonwealth of Pennsylvania-Notary Seal
Lisa Mumper, Notary Public
Montgomery County
My Commission Expires November 13, 2027
Commission number 1440750

CERTIFICATE OF RESIDENCE

I certify that the address of the Grantee is:

3117 Hayes Road, East Norriton, PA, 19403

A handwritten signature in black ink, appearing to read "F. Emmett Fitzpatrick, III", written over a horizontal line.

F. Emmett Fitzpatrick, III (For the Grantee)



(EX) MOD-06-19 (F1)

1830019105

RECORDER'S USE ONLY

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603REALTY TRANSFER TAX
STATEMENT OF VALUE
COMPLETE EACH SECTION

State Tax Paid:

Book:

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document MM/DD/YYYY

11/24/2024 11-24-2024

Grantor(s)/Lessor(s)

Joseph A. Morello, Russell A. Morello, Jr.
Amanda Marie Morello, Christie Morello,
Catherine E. Morello Kristie

Telephone Number

610-828-1612

Grantee(s)/Lessee(s)

Mecka Properties, LLC

Telephone Number

610-633-5476

Mailing Address

18 Maple Street

Mailing Address

3117 Hayes Road

City

Conshohocken

State

PA

Zip Code

19428

City

East Norriton

State

PA

Zip Code

19403

SECTION II REAL ESTATE LOCATION

Street Address

38 Maple Street

City, Township, Borough

Borough of Conshohocken

County

Montgomery

School District

Colonial

Tax Parcel Number

05-00-06196-00-9

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ☐ YES ☒ NO

1. Actual Cash Consideration

\$1.00

2. Other Consideration

+ \$0.00

3. Total Consideration

= \$1.00

4. County Assessed Value

\$72,660.00

5. Common Level Ratio Factor

x 3.04

6. Computed Value

= \$220,886.40

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

100.00%

1c. Percentage of Grantor's Interest Conveyed

100.00%

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 a 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

Russell A. Morello, Jr.

Telephone Number

610-633-5476

Mailing Address

3117 Hayes Road

City

East Norriton

State

PA

Zip Code

19403

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 (MM/DD/YYYY)

11-25-2024

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



1830019105

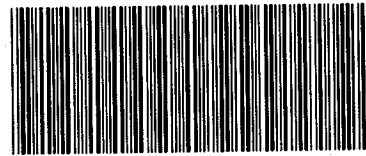
1830019105



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

DEED BK 6385 PG 01032 to 01036.1
INSTRUMENT # : 2024065261
RECORDED DATE: 12/06/2024 09:01:21 AM



6366336-0028-

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed
Document Date: 11/24/2024
Reference Info:

Transaction #: 7018947 - 5 Doc(s)
Document Page Count: 4
Operator Id: dawhitner

RETURN TO: (Simplifile)
Germantown Title Company
502 W Germantown Pike, Suite 200
East Norriton, PA 19403
(610) 631-1540

PAID BY:
GERMANTOWN TITLE COMPANY

*** PROPERTY DATA:**

Parcel ID #: 05-00-06192-00-4
Address: 42 MAPLE ST

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

RECORDED

Borough of Conshohocken

Date: 12/10/24 VD

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$1.00
TAXABLE AMOUNT:	\$203,680.00
FEES / TAXES:	
Recording Fee: Deed	\$86.75
Affidavit Fee	\$1.50
Additional Names Fee	\$2.00
Affordable Housing Names	\$2.00
State RTT	\$2,036.80
Conshohocken Borough RTT	\$1,018.40
Colonial School District RTT	\$1,018.40
Total:	\$4,165.85

DEED BK 6385 PG 01032 to 01036.1
Recorded Date: 12/06/2024 09:01:21 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By/Return To:

F. Emmett Fitzpatrick III, Esq.
353 West Lancaster Ave., St. 300
Wayne PA 19087

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-06192-00-4 CONSHOHOCKEN BOROUGH
42 MAPLE ST

Property Address:

42 Maple Street
Conshohocken, PA, 19428

MORELLO AMANDA MARIE & MORELLO CHRISTIE & MORELLO CATHERINE E
B 007 L U 058 1101 12/04/2024 JB

Tax Parcel ID: 05-00-06192-00-4

Transfer Tax is calculated on the Computed Value.

DEED

Date: *November 24, 2024*

Grantors:

Joseph A. Morello
Russell A. Morello, Jr.
Amanda Marie Morello

*Kristie @ Christie Morello who acquired title as Christie Morello
Catherine Z. Morello who acquired title as Catherine E. Morello
R. @*

Grantee:

Mecka Properties, LLC

Consideration: \$1.00

Conveyance:

In return for Grantee's payment of the above-described Consideration, the receipt and sufficiency of which Grantors acknowledge, Grantors hereby convey, grant, transfer, remise, release, and remit to Grantee all of Grantors' right, title, and interest in and to the Property described below, to have and to hold forever:

Property:

ALL THAT CERTAIN tract or piece of land, with the improvements thereon erected, situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a survey made by John V. Hoey, R.E., dated April 6, 1946, as follows, to wit:

BEGINNING at a point on the Northwestern side of Maple Street, a corner of this and other land of Carmella Matteucci, which point is measured South 43 degrees West along the Northwestern side of Maple Street 52 feet, 08.75 inches, more or less from First Avenue; thence extending from said point of beginning North 47 degrees West along line of land of Matteucci 218.97 feet to a thirty foot wide street, running from Elm Street to First Avenue, thence along the

southeasterly side of said Street North 43 degrees East 21 feet, 02.5 inches, more or less to a point in line of land now or late belonging to Joseph J. Manzie, thence along said land of Manzie South 47 degrees East 218.97 feet to the Northwestern side of Maple Street, thence along the Northwestern side of Maple Street South 43 degrees West 21 feet, 02.5 inches, more or less, to the place of beginning.

BEING known as 42 Maple Street.

BEING Parcel No 05-00-06192-00-4.

BEING the same premises which Joseph A. Tammaro and Mary Ann Tammaro, h/w, by Deed dated October 31, 1991, and recorded on November 1, 1991, in the Office of the Recorder of Deeds, in and for the County of Montgomery, at Norristown, PA, in Record Book 4990, page 1241, etc., granted and conveyed unto Russell A. Morello, Sr. and Russell A Morello, Jr., in fee.

AND the said Russell A. Morello died on August 19, 2002. Pursuant to his Last Will and Testament, filed for probate July 24, 2003 in the Office of the Register of Wills of Montgomery County, Pennsylvania in File No. 2003-X2212, his interest in the Property was bequeathed to Rose Marie Morello. Letters Testamentary were granted to his Executrix, Rose Marie Morello, on July 24, 2003.

BEING the same premises which Rose Marie Morello, Executrix of the Estate of Russell A. Morello and Russell A. Morello, Jr., by Deed dated October 7, 2003, and recorded on March 9, 2004 in Record Book 5499, page 00651 et. seq. (Instrument No. 2004048001), granted and conveyed unto Rose Marie Morello and Russell A. Morello, Jr.

BEING the same premises which Rose Marie Morello and Russell A. Morello, Jr., by Deed dated October 7, 2003, and recorded on March 9, 2004 in Record Book 5499, page 00660 et. seq. (Instrument No. 2004048004), granted and conveyed unto Russell A. Morello, Jr., Salvatore Morello, and Joseph A. Morello, as tenants in common.

AND the said Salvatore Morello died on January 2, 2024. Pursuant to his Last Will and Testament dated November 22, 2023, filed for probate on April 17, 2024, in the Office of Register of Wills of Montgomery County, Pennsylvania in File No. 46-2024-X1673, his interest in the Property was bequeathed in equal shares to Amanda Marie Morello, Christie Morello, and Catherine E. Morello. Letters

Testamentary were granted to his Executrix, Amanda Marie Morello, on May 10, 2024.

Being the same premises which Amanda Marie Morello, Executrix of the Estate of Salvatore Morello, by Deed dated September 12, 2024 and recorded on October 18, 2024 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 6380, page 1028 et seq., Instrument No. 2024055737, granted and conveyed to Amanda Marie Morello, Christie Morello, and Catherine E. Morello, in equal shares.

Warranty: Grantors warrant that they have not done any act to encumber the Property, and that they will forever defend Grantee against any person or entity claiming to have received any interest in the property as a result of any act or omission of Grantors.

Signatures:

Joseph A. Morello
Joseph A. Morello

Russell A. Morello, Jr.
Russell A. Morello, Jr.

Amanda Marie Morello
Amanda Marie Morello

Christie Morello
Christie Morello who acquired title as Christie Morello
Catherine E. Morello
Catherine E. Morello who acquired title as Catherine E. Morello
R. Cr

Notarization: Commonwealth of Pennsylvania
County of MONTGOMERY

I certify that on NOVEMBER 24, 2024, Joseph A. Morello, Russell A. Morello, Jr., Amanda Marie Morello, Christie Morello, and Catherine E. Morello, personally came before me, proved to my satisfaction that they are each the above-named Grantors, and acknowledged under oath that they each intentionally signed, sealed and delivered this Deed.

@ Kristie

@ who acquired title as Christie Morello

who acquired title as Catherine E. Morello

R.

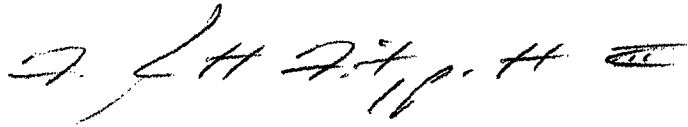
Lisa Mumper Notary Public
My Commission Expires: 11/13/27

Commonwealth of Pennsylvania-Notary Seal
Lisa Mumper, Notary Public
Montgomery County
My Commission Expires November 13, 2027
Commission number 1440750

CERTIFICATE OF RESIDENCE

I certify that the address of the Grantee is:

3117 Hayes Road, East Norriton, PA, 19403

A handwritten signature in cursive script, appearing to read "F. Emmett Fitzpatrick, III", written in dark ink.

F. Emmett Fitzpatrick, III (For the Grantee)



(EX) MOD-06-19 (F1)

1830019105

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603**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 MM/DD/YYYY

#12512024 11-24-2024

Grantor(s)/Lessor(s)
Joseph A. Morello, Russell A. Morello, Jr.
Amanda Marie Morello, Christie Morello,
Catherine E. Morello @ KristieTelephone Number
610-828-1612Grantee(s)/Lessee(s)
Mecka Properties, LLCTelephone Number
610-633-5476Mailing Address
18 Maple StreetMailing Address
3117 Hayes RoadCity
ConshohockenState
PAZip Code
19428City
East NorritonState
PAZip Code
19403**SECTION II REAL ESTATE LOCATION**Street Address
42 Maple StreetCity, Township, Borough
Borough of ConshohockenCounty
MontgomerySchool District
ColonialTax Parcel Number
05-00-06192-00-4**SECTION III VALUATION DATA**Was transaction part of an assignment or relocation? ☐ YES ☒ NO1. Actual Cash Consideration
\$1.002. Other Consideration
+ \$0.003. Total Consideration
= \$1.004. County Assessed Value
\$67,000.005. Common Level Ratio Factor
x 3.046. Computed Value
= \$203,680.00**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**1a. Amount of Exemption Claimed
\$0.001b. Percentage of Grantor's Interest in Real Estate
100.00%1c. Percentage of Grantor's Interest Conveyed
100.00%**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 a 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
Russell A. Morello, Jr.Telephone Number
610-633-5476Mailing Address
3117 Hayes RoadCity
East NorritonState
PAZip Code
19403

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 (MM/DD/YYYY)
11-25-24

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



1830019105

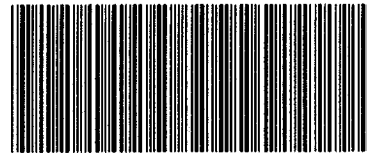
1830019105



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

DEED BK 6385 PG 01037 to 01041.1
INSTRUMENT # : 2024065262
RECORDED DATE: 12/06/2024 09:01:22 AM



6366337-0028.

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed
Document Date: 11/24/2024
Reference Info:

Transaction #: 7018947 - 5 Doc(s)
Document Page Count: 4
Operator Id: dawhitner

RETURN TO: (Simplifile)
Germantown Title Company
502 W Germantown Pike, Suite 200
East Norriton, PA 19403
(610) 631-1540

PAID BY:
GERMANTOWN TITLE COMPANY

*** PROPERTY DATA:**

Parcel ID #: 05-00-06188-00-8
Address: 44 MAPLE ST

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

RECORDED

Borough of Conshohocken

Date: 12/10/24 14D

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00
TAXABLE AMOUNT: \$197,600.00

FEES / TAXES:
Recording Fee: Deed \$86.75
Affidavit Fee \$1.50
Additional Names Fee \$2.00
Affordable Housing Names \$2.00
State RTT \$1,976.00
Conshohocken Borough RTT \$988.00
Colonial School District RTT \$988.00
Total: \$4,044.25

DEED BK 6385 PG 01037 to 01041.1
Recorded Date: 12/06/2024 09:01:22 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By/Return To:

F. Emmett Fitzpatrick III, Esq.
353 West Lancaster Ave., St. 300
Wayne PA 19087

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

05-00-06188-00-8 CONSHOHOCKEN BOROUGH

44 MAPLE ST

MORELLO AMANDA MARIE & MORELLO CHRISTIE & MORELLO CATHERINE E
B 007 L U 032 1101 12/04/2024 JB**Property Address:**

44 Maple Street
Conshohocken, PA, 19428

Tax Parcel ID: 05-00-06188-00-8

Transfer Tax is calculated on the Computed Value.
DEED

Date: *November 24, 2024*

Grantors:

Joseph A. Morello

Russell A. Morello, Jr.

Amanda Marie Morello

Kristie @ Christie Morello who acquired title as Christie Morello
Catherine E. Morello who acquired title as Catherine E. Morello
R. @

Grantee:

Mecka Properties, LLC

Consideration: \$1.00**Conveyance:**

In return for Grantee's payment of the above-described Consideration, the receipt and sufficiency of which Grantors acknowledge, Grantors hereby convey, grant, transfer, remise, release, and remit to Grantee all of Grantors' right, title, and interest in and to the Property described below, to have and to hold forever:

Property:

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, SITUATED in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described according to a Plan and survey thereof made by John B. Hoey on 4/6/1946, as follows, to wit:

BEGINNING at a point on the Northwestern side of Maple Street at the distance of 16 feet 8-5/8 inches Southwestwardly from the West corner of Maple Street and First Avenue (both 80 feet wide) a corner of this and other land of Pasquale Matteucci, et ux; thence extending along the said side of Maple Street Southwestwardly 15 feet 9-1/4 inches to a point a corner of other land of Pasquale Matteucci, et ux; thence extending along said land of Matteucci, Northwestwardly, the

line for a portion of the distance passing through the middle of the partition wall dividing the house on these premises from that on the adjoining premises 219.97 feet to a point a corner on the Southeasterly side of an alley; thence along the said side of said alley Northeastwardly 15 feet 9 1/4 inches to a point a corner of other land of Pasquale Matteucci, et ux; thence along said other land of Matteucci, Southeastwardly the line for a portion of the distance passing through the middle of the partition wall dividing the house on these premises from that on the adjoining premises 218.97 feet to the place of BEGINNING.

BEING 44 Maple Street.

BEING parcel No. 05-00-06188-00-8.

BEING the same premises which Mary Primavera, Executrix of the Estate of Clara Dedeo Manzi, a/k/a Clara D. Mazi, Clarinda Dedeo Manzi, Deceased, by Deed dated June 21, 1995, and recorded in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, PA, in Deed Book 5117, page 2470, granted and conveyed unto Russell A. Morello, Jr. and Joseph A. Morello, in fee.

BEING the same premises which Russell A. Morello, Jr. and Joseph A. Morello, by Deed dated October 7, 2003 and recorded on March 9, 2004 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 05499, p. 0654 et seq., granted and conveyed to Russell A. Morello, Jr., Salvatore Morello and Joseph A. Morello, as tenants in common.

AND the said Salvatore Morello died on January 2, 2024. Pursuant to his Last Will and Testament dated November 22, 2023, filed for probate on April 17, 2024, in the Office of Register of Wills of Montgomery County, Pennsylvania in File No. 46-2024-X1673, his interest in the Property was bequeathed in equal shares to Amanda Marie Morello, Christie Morello, and Catherine E. Morello. Letters Testamentary were granted to his Executrix, Amanda Marie Morello, on May 10, 2024.

Being the same premises which Amanda Marie Morello, Executrix of the Estate of Salvatore Morello, by Deed dated September 12, 2024 and recorded on October 18, 2024 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 6380, page 1032 et seq., Instrument No.

2024055738, granted and conveyed to Amanda Marie Morello, Christie Morello, and Catherine E. Morello, in equal shares.

Warranty: Grantors warrant that they have not done any act to encumber the Property, and that they will forever defend Grantee against any person or entity claiming to have received any interest in the property as a result of any act or omission of Grantors.

Signatures:

Joseph A. Morello
Joseph A. Morello

Russell A. Morello, Jr.
Russell A. Morello, Jr.

Amanda Marie Morello
Amanda Marie Morello

Christie Morello
Christie Morello who acquired title as Christie Morello

Catherine E. Morello
Catherine E. Morello who acquired title as Catherine E. Morello

Notarization: Commonwealth of Pennsylvania
County of MONTGOMERY

I certify that on NOVEMBER 24, 2024, Joseph A. Morello, Russell A. Morello, Jr., Amanda Marie Morello, Christie Morello, and Catherine E. Morello personally came before me, proved to my satisfaction that they are each the above-named Grantors, and acknowledged under oath that they each intentionally signed, sealed and delivered this Deed.

Who acquired title as Catherine E. Morello

Ⓢ Kristie

Ⓢ who acquired title as Christie Morello

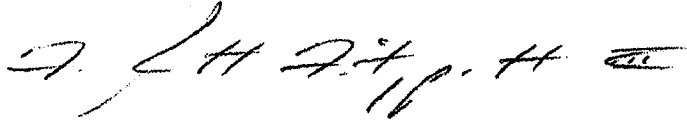
Lisa Mumper, Notary Public
My Commission Expires: 11/13/27

Commonwealth of Pennsylvania-Notary Seal
Lisa Mumper, Notary Public
Montgomery County
My Commission Expires November 13, 2027
Commission number 1440750

CERTIFICATE OF RESIDENCE

I certify that the address of the Grantee is:

3117 Hayes Road, East Norriton, PA, 19403

A handwritten signature in cursive script, appearing to read "F. Emmett Fitzpatrick, III", written in dark ink.

F. Emmett Fitzpatrick, III (For the Grantee)



(EX) MOD-06-19 (FI)

1830019105

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603**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: MM/DD/YYYY

11-25-2024 11-24-2024

Grantor(s)/Lessor(s)

Joseph A. Morello, Russell A. Morello, Jr.
Amanda Marie Morello, Christie Morello,
Catherine E. Morello, Kristie

Telephone Number

610-828-1612

Grantee(s)/Lessee(s)

Mecka Properties, LLC

Telephone Number

610-633-5476

Mailing Address

18 Maple Street

Mailing Address

3117 Hayes Road

City

Conshohocken

State

PA

Zip Code

19428

City

East Norriton

State

PA

Zip Code

19403

SECTION II REAL ESTATE LOCATION

Street Address

44 Maple Street

City, Township, Borough

Borough of Conshohocken

County

Montgomery

School District

Colonial

Tax Parcel Number

05-00-06188-00-8

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

1. Actual Cash Consideration

\$1.00

2. Other Consideration

+ \$0.00

3. Total Consideration

= \$1.00

4. County Assessed Value

\$65,000.00

5. Common Level Ratio Factor

x 3.04

6. Computed Value

= \$197,600.00

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

100.00%

1c. Percentage of Grantor's Interest Conveyed

100.00%

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 a 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

Russell A. Morello, Jr.

Telephone Number

610-633-5476

Mailing Address

3117 Hayes Road

City

East Norriton

State

PA

Zip Code

19403

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 (MM/DD/YYYY)

11-25-2024

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



1830019105

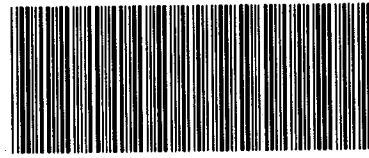
1830019105



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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

DEED BK 6385 PG 01042 to 01045.1
INSTRUMENT # : 2024065263
RECORDED DATE: 12/06/2024 09:01:23 AM



6366338-0027.

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed
Document Date: 11/24/2024
Reference Info:

Transaction #: 7018947 - 5 Doc(s)
Document Page Count: 3
Operator Id: dawhitner

RETURN TO: (Simplifile)
Germantown Title Company
502 W Germantown Pike, Suite 200
East Norriton, PA 19403
(610) 631-1540

PAID BY:
GERMANTOWN TITLE COMPANY

*** PROPERTY DATA:**

Parcel ID #: 05-00-06184-00-3
Address: 46 MAPLE ST

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

RECORDED

Borough of Conshohocken

Date: 12/10/24 KD

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00
TAXABLE AMOUNT: \$212,800.00

FEES / TAXES:

Recording Fee: Deed	\$86.75
Affidavit Fee	\$1.50
Additional Names Fee	\$2.00
Affordable Housing Names	\$2.00
State RTT	\$2,128.00
Conshohocken Borough RTT	\$1,064.00
Colonial School District RTT	\$1,064.00

Total: \$4,348.25

DEED BK 6385 PG 01042 to 01045.1
Recorded Date: 12/06/2024 09:01:23 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared By/Return To:

F. Emmett Fitzpatrick III, Esq.
353 West Lancaster Ave., St. 300
Wayne PA 19087

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-06184-00-3 CONSHOHOCKEN BOROUGH
46 MAPLE ST

MORELLO AMANDA MARIE & MORELLO CHRISTIE & MORELLO CATHERINE E
B 007 L U 033 1101 12/04/2024 JB

Property Address:

46 Maple Street
Conshohocken, PA, 19428

Tax Parcel ID: 05-00-06184-00-3

Transfer Tax is calculated on the Computed Value.
DEED

Date: November 24, 2024

Grantors:

Joseph A. Morello
Russell A. Morello, Jr.
Amanda Marie Morello
Christie Morello
Catherine E. Morello
R.

*Kristie @ Christie Morello who acquired title as Christie Morello
Catherine E. Morello who acquired title as Catherine E. Morello*

Grantee:

Mecka Properties, LLC

Consideration: \$1.00

Conveyance:

In return for Grantee's payment of the above-described Consideration, the receipt and sufficiency of which Grantors acknowledge, Grantors hereby convey, grant, transfer, remise, release, and remit to Grantee all of Grantors' right, title, and interest in and to the Property described below, to have and to hold forever:

Property:

ALL THAT CERTAIN tract or piece of land with improvements thereon erected, Situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described according to a survey made by John H. Dager, Civil Engineer, in December A.D. 1978 as follows, viz:

BEGINNING on the Westerly corner of Maple Street and First Avenue; thence along the Northwesterly side of Maple Street South 43 degrees West 16 feet 8 5/ inches to land of Carmella Matteucci and Pasquale Matteucci; thence along said land at right angles to Maple Street passing through the center of a partition wall or party wall between these premises and adjoining premises North 47 degrees West 218.97 feet to an unnamed 30 feet wide street running from Elm Street

to First Avenue; thence along the Southeasterly side of said Street North 43 degrees East 16 feet 8 5/8 inches more or less to the Westerly side of First Avenue aforesaid; thence along the Westerly side of First Avenue South 47 degrees East 218.97 feet to the point and place of beginning.

BEING Known as 46 Maple Street

BEING Parcel #05-00-06184-00-3

BEING the same premises which Zigmund Makowski and Frances Makowski, his wife, by Deed dated 11/18/1987 and recorded in Montgomery County, in Deed Book 4857, page 2034, conveyed unto George G. Fox and Sharon M. Fox, his wife, in fee.

BEING the same premises which George G. Fox and Sharon M. Fox, his wife, by Deed dated August 30, 1991 and recorded on September 5, 1991 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 4985, page 01863 et. seq., granted and conveyed to Russell A. Morello, Jr., Salvatore Morello and Joseph A. Morello.

AND the said Salvatore Morello died on January 2, 2024. Pursuant to his Last Will and Testament dated November 22, 2023, filed for probate on April 17, 2024, in the Office of Register of Wills of Montgomery County, Pennsylvania in File No. 46-2024-X1673, his interest in the Property was bequeathed in equal shares to Amanda Marie Morello, Christie Morello, and Catherine E. Morello. Letters Testamentary were granted to his Executrix, Amanda Marie Morello, on May 10, 2024.

Being the same premises which Amanda Marie Morello, Executrix of the Estate of Salvatore Morello, by Deed dated September 12, 2024 and recorded on October 18, 2024 in the Office of the Recorder of Deeds in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 6380, page 1036 et seq., Instrument No. 2024055739, granted and conveyed to Amanda Marie Morello, Christie Morello, and Catherine E. Morello, in equal shares.

Warranty:

Grantors warrant that they have not done any act to encumber the Property, and that they will forever defend Grantee against any person or entity claiming to have received any interest in the property as a result of any act or omission of Grantors.

Signatures:

Joseph A. Morello
Joseph A. Morello

Russell A. Morello, Jr.
Russell A. Morello, Jr.

Amanda Marie Morello
Amanda Marie Morello

Christie Morello who acquired title as Christie Morello
Christie Morello

Catherine E. Morello who acquired title as Catherine E. Morello
Catherine E. Morello

Notarization:

Commonwealth of Pennsylvania
County of MONTGOMERY

I certify that on NOVEMBER 24, 2024, Joseph A. Morello, Russell A. Morello, Jr., Amanda Marie Morello, Christie Morello, and Catherine E. Morello, personally came before me, proved to my satisfaction that they are each the above-named Grantors, and acknowledged under oath that they each intentionally signed, sealed and delivered this Deed.

who acquired title as Catherine E. Morello

who acquired title as Christie Morello

My Commission Expires:

11/13/27

CERTIFICATE OF RESIDENCE

I certify that the address of the Grantee is:

3117 Hayes Road, East Norriton, PA, 19403

Russell A. Morello, Jr.
Russell A. Morello, Jr.

Commonwealth of Pennsylvania-Notary Seal
Lisa Mumper, Notary Public
Montgomery County
My Commission Expires November 13, 2027
Commission number 1440750



(EX) MOD-06-19 (FI)

1830019105

RECORDER'S USE ONLY

State Tax Paid:

Book:

Page:

Instrument Number:

Date Recorded:

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603REALTY TRANSFER TAX
STATEMENT OF VALUE
COMPLETE EACH SECTION

SECTION I TRANSFER DATA					
Date of Acceptance of Document MM/DD/YYYY 11-25-2024 11-29-2024					
Grantor(s)/Lessor(s) Joseph A. Morello, Russell A. Morello, Jr. Amanda Marie Morello, Christie Morello, Catherine E. Morello @ Kristie		Telephone Number 610-828-1612	Grantee(s)/Lessee(s) Mecka Properties, LLC		Telephone Number 610-633-5476
Mailing Address 18 Maple Street			Mailing Address 3117 Hayes Road		
City Conshohocken	State PA	Zip Code 19428	City East Norriton	State PA	Zip Code 19403
SECTION II REAL ESTATE LOCATION					
Street Address 46 Maple Street			City, Township, Borough Borough of Conshohocken		
County Montgomery	School District Colonial		Tax Parcel Number 05-00-06184-00-3		
SECTION III VALUATION DATA					
Was transaction part of an assignment or relocation? ☐ YES ☒ NO					
1. Actual Cash Consideration \$1.00		2. Other Consideration + \$0.00		3. Total Consideration = \$1.00	
4. County Assessed Value \$70,000.00		5. Common Level Ratio Factor x 3.04		6. Computed Value = \$212,800.00	
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 100.00%		1c. Percentage of Grantor's Interest Conveyed 100.00%	
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 a 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 Russell A. Morello, Jr.				Telephone Number 610-633-5476	
Mailing Address 3117 Hayes Road			City East Norriton	State PA	Zip Code 19403
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 (MM/DD/YYYY) 11-25-2024

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



1830019105

1830019105



August 8, 2025

MAIN STREET PROPERTIES-CONSHOHOCKEN BOROUGH
MECKA PROPERTIES LLC-STA PROJECT #6281

ZONING VARIANCES – ‘BR-2’ – BOROUGH RESIDENTIAL DISTRICT TWO

PROPOSED USES: SINGLE & TOWNHOUSES

Zoning Section Number	Requirement	<i>Existing</i>	Proposed	Deficiency	Justification
27-703.D	Physical expansion of a nonconforming building shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building.		Lots 1, 2 & 3 are proposed to be entirely reconstructed, including the foundation.		The existing dwellings are in poor structural condition and rebuilding from the foundation is in the best interest of health and safety for the proposed dwellings.
27-806	Access to public street: Every lot shall abut a public street.	<i>The existing use accesses via the existing driveway access over the adjacent Borough property.</i>	1. The proposed use on Lots 5-16 to access via the existing driveway access over the adjacent Borough property. 2. The street for the proposed Lots 5-16 will be a private street that is owned and maintained by the lot owners.		1. The existing property that contains the existing recycling business does not abut a public street and currently takes access via the existing driveway access over the adjacent Borough property. An easement agreement with the Borough to maintain access to the property will be established. 2. The private street will be owned and maintained by the owners of Lots 4-16 and will not be dedicated to the Township.

Zoning Section Number	Requirement	<i>Existing</i>	Proposed	Deficiency	Justification
27-807	Existing interior lots: All buildings and other structures to be located on such lots shall not be closer than 15 feet to surrounding lot lines.	<i>0 ft.</i>	Lot 5 – 7 ft. Lot 10 – 7 ft. Lot 11 – 7 ft. Lot 16 – 7 ft.	Lot 5 – 8 ft. Lot 10 – 8 ft. Lot 11 – 8 ft. Lot 16 – 8 ft.	The existing property that contains the existing recycling business is currently an existing interior lot with buildings that are closer than 15 ft. to the surrounding properties. The side yard setback for Lots 10 and 16 meets the 7 ft. setback for the underlying zoning district and both lots are adjacent to Borough property. The side yard setback for Lots 5 and 11 meets the 7 ft. setback for the underlying zoning district and, if combined with the 8 ft. strip containing the walking path, is 15 ft. from surrounding lot lines. All structures are more than 25 ft. from the surrounding property lines to the rear of the proposed dwellings.
27-1105.A	Minimum Lot Size-Townhouse 1,800 s.f.	<i>Lot 1 – 3,661 s.f. Lot 2 – 3,453 s.f.</i>	Lot 1 – 1,538 s.f. Lot 2 – 1,451 s.f.	Lot 1 – 262 s.f. Lot 2 – 349 s.f.	The rear lot line for existing townhouse Lots 1-3 is adjusted to be consistent with the existing rear lot lines for other lots along Maple Street. Due to the non-conforming lot widths for Lots 1 and 2, the lots are undersized for the required lot size. The smaller lot size will not negatively impact the surrounding community.

Zoning Section Number	Requirement	Existing	Proposed	Deficiency	Justification
27-1105.B	Minimum Lot Width- Townhouse 18 feet per unit	<i>Lot 1 – 16.72 feet Lot 2 – 15.77 feet</i>	Lot 1 – 16.72 feet Lot 2 – 15.77 feet	Lot 1 – 1.28 feet Lot 2 – 2.23 feet	The lot width for Lots 1 and 2 is a non-conforming condition. The non-conforming condition will remain and Lots 1 and 2 will be completely rebuilt from the foundation on approximately the same footprint. The non-conforming lot width will not negatively impact the surrounding community.
27-1105.C	Front Yard Setback-Townhouse 15 feet from Ult. R/W or in line with other buildings, but no less than 10 feet from face of curb	<i>Lot 1 0.0 feet from Ult. R/W along First Avenue & Maple Street Lots 2 & 3 0.0 feet from Ult. R/W along Maple Street</i>	Lot 1 0.0 feet from Ult. R/W along First Avenue & Maple Street Lots 2 & 3 0.0 feet from Ult. R/W along Maple Street	Lots 1-3 15.0 feet from Ult. R/W & 7.0 ft. forward of other existing buildings	The front yard setback for Lots 1-3 is a non-conforming condition. The non-conforming condition will remain and Lots 1-3 will be completely rebuilt from the foundation on approximately the same footprint and at the same setback. This is an existing condition that will have an improved building façade and will not negatively impact the surrounding community.
27-1105.E	Minimum Side Yard Setback- Townhouse 7 feet	<i>Lot 3 – 4.7 feet</i>	Lot 3 – 4.7 feet	Lot 3 – 2.3 feet	The side yard setback for Lot 3 is a non-conforming condition. The non-conforming condition will remain. Lot 3 will be completely rebuilt from the foundation on approximately the same footprint and at the same setback from the side property line. This is an existing condition that will have an improved building and will not negatively impact the surrounding community.

Zoning Section Number	Requirement	<i>Existing</i>	Proposed	Deficiency	Justification
27-1105.G	Maximum Building Coverage 40% of lot area	Lot 1 – 41.2% Lot 2 – 22.7%	Lot 1 – 49.4% Lot 2 – 50.0%	Lot 1 – +9.4% Lot 2 – +10.0%	The rear lot line for existing townhouse Lots 1-3 is adjusted to be consistent with the existing rear lot lines for other lots along Maple Street. Due to the non-conforming lot widths for Lots 1 and 2, the lots are undersized for the required lot size which impacts the maximum building coverage. Lots 1 and 2 will be completely rebuilt from the foundation on approximately the same footprint greatly improving the condition and aesthetics of the existing structures. The proposed building size creates a modest sized home and is the minimum relief required. It should be noted that Lot 1 in the existing condition is non-conforming regarding maximum building coverage. And, maximum lot impervious coverage is not exceeded for either lot. The increased building coverage will not negatively impact the surrounding community.
27-1105.J	Minimum Building width 18 feet	<i>Lot 1 – 16.72 feet Lot 2 – 15.77 feet Lot 3 – 16.42 feet</i>	Lot 1 – 16.5 feet Lot 2 – 15.8 feet Lot 3 – 16.5 feet	Lot 1 – 1.5 feet Lot 2 – 2.2 feet Lot 3 – 1.5 feet	The lot width for Lots 1 and 2 is a non-conforming condition. The non-conforming condition will remain and Lots 1 and 2 will be completely rebuilt from the foundation on approximately the same footprint. The non-conforming lot width will not negatively impact the surrounding community.

Zoning Section Number	Requirement	<i>Existing</i>	Proposed	Deficiency	Justification
27-1107	No required off-street parking spaces are permitted between the front wall of a principal structure and the curb of the street toward which that wall is oriented.		Lots 4 through 16 are proposed to have off-street parking requirements in front of the building.		Lot 4 has an existing driveway depression in anticipation of proposed development of the lot, and a front entry garage is proposed. The lot size and location will not accommodate parking in the rear of the building. The access and topography for the proposed Lots 5-16 does not allow for parking in the rear of the dwellings.

Parcel

TaxMapID	05007 022
Parid	05-00-06232-00-9
Land Use Code	4290
Land Use Description	C - SCRAP & JUNK YARDS
Property Location	18 MAPLE ST
Lot #	
Lot Size	21575 SF
Front Feet	10
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

Owner

Name(s)	MEEKA PROPERTIES LLC
Name(s)	
Mailing Address	3117 HAYES RD
Care Of	
Mailing Address	
Mailing Address	EAST NORRITON PA 19403

Current Assessment

Appraised Value	Assessed Value	Restrict Code
461,010	461,010	

Estimated Taxes

County	2,421
Montco Community College	180
Municipality	2,075
School District	11,838
Total	16,514
Tax Lien	Tax Claim Bureau Parcel Search

Last Sale

Sale Date	24-NOV-2024
Sale Price	\$1
Tax Stamps	14014
Deed Book and Page	6385-01022
Grantor	MORELLO AMANDA MARIE & MORELLO CHRISTIE
Grantee	MEEKA PROPERTIES LLC
Date Recorded	06-DEC-2024

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
11-24-2024	\$1	14014	6385-01022	MORELLO AMANDA MARIE & MORELLO CHRISTIE	MEEKA PROPERTIES LLC	12-06-2024
09-12-2024	\$1	0	6380-01020	MORELLO RUSSELL A JR & SALVATORE	MORELLO AMANDA MARIE & MORELLO CHRISTIE	10-18-2024
10-07-2003	\$1	0	5499-00657	MORELLO RUSSELL A & ROSEMARIE &	MORELLO RUSSELL A JR & SALVATORE	03-09-2004
10-22-1987	\$0	0	4855-00605		MORELLO RUSSELL A & ROSEMARIE &	10-26-1987

Lot Information

Lot Size	21575 SF
Lot #	
Remarks	
Remarks	
Remarks	

Commercial Parcel Summary

No. of Cards	1
Land Use Code	4290
Gross Building Area (Total of all Cards)	
Total Living Units	

Commercial Parcel Summary

Use	Area	
WAREHOUSE		7,950
SUPPORT AREA		3,150

Commercial Card Summary

Card	1
Imp Name	A RUSSELL MORELLO & SONS
Structure Code	398
Structure	WAREHOUSE
Sprinkler	Y
Units	
Identical Units	1
Year Built	1992
Gross Building Area	
Elevator/Escalator	N

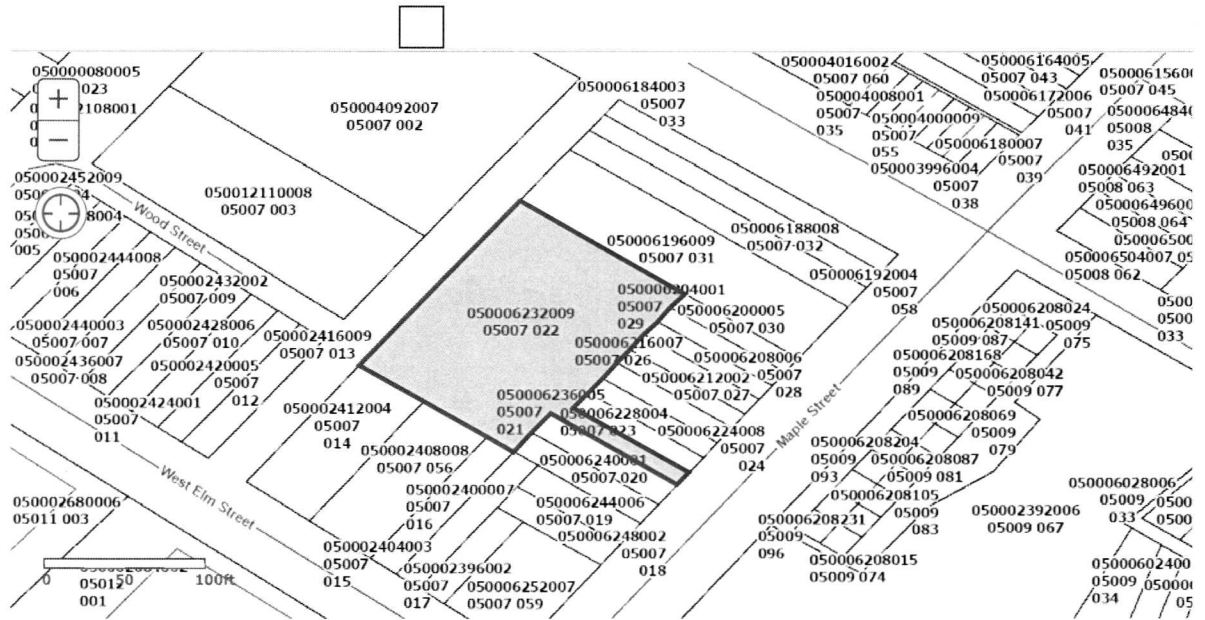
Accessory Structures

Card	Type	Type	Size	Year Built
1	RS1	FRAME UTILITY SHED	288	1992
1	TS1	TRUCK SCALES - PLATFORM	100	1992
1	PA1	PAVING ASPHALT PARKING	4000	1992

Assessment History

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
461,010	461,010			O	16-MAY-1997
	461,010		01-JAN-1998	REASSESSMENT	
	7,300		01-JUL-1993	ADDITION	
	4,700		01-JAN-1991	NEW COMMERCIAL/INDUSTRIAL BLDG	
	2,700		01-JAN-1987		

PARID: 050006232009
MEEKA PROPERTIES LLC



PARID: 050006196009
MEEKA PROPERTIES LLC

38 MAPLE ST

Parcel

TaxMapID	05007 031
Parid	05-00-06196-00-9
Land Use Code	2103
Land Use Description	R - RES VAC LAND 10001-20000 SQ FT
Property Location	38 MAPLE ST
Lot #	
Lot Size	10950 SF
Front Feet	50
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

Owner

Name(s)	MEEKA PROPERTIES LLC
Name(s)	
Mailing Address	3117 HAYES RD
Care Of	
Mailing Address	
Mailing Address	EAST NORRITON PA 19403

Current Assessment

Appraised Value	Assessed Value	Restrict Code
72,660	72,660	

Estimated Taxes

County	382
Montco Community College	28
Municipality	327
School District	1,866
Total	2,603
Tax Lien	Tax Claim Bureau Parcel Search

Last Sale

Sale Date	24-NOV-2024
Sale Price	\$1
Tax Stamps	2208
Deed Book and Page	6385-01027
Grantor	MORELLO AMANDA MARIE & MORELLO CHRISTIE
Grantee	MEEKA PROPERTIES LLC
Date Recorded	06-DEC-2024

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
11-24-2024	\$1	2208	6385-01027	MORELLO AMANDA MARIE & MORELLO CHRISTIE	MEEKA PROPERTIES LLC	12-06-2024
09-12-2024	\$1	0	6380-01024	MORELLO RUSSELL A JR & SALVATORE &	MORELLO AMANDA MARIE & MORELLO CHRISTIE	10-18-2024
05-01-2012	\$1	0	5837-02593	MORELLO RUSSELL & ROSEMARIE &	MORELLO RUSSELL A JR & SALVATORE &	06-11-2012
10-22-1987	\$0	0	4855-00602		MORELLO RUSSELL & ROSEMARIE &	10-26-1987

07-31-1986 \$33,000 330 -
01-25-1972 \$1 0 -

MORELLO RUSSELL A &
MATTEUCCI ANDREW J

Lot Information

Lot Size 10950 SF
Lot #
Remarks
Remarks
Remarks

Assessment History

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
72,660	72,660			O	16-MAY-1997
	72,660		01-JAN-1998	REASSESSMENT	
	1,200		01-JAN-1987		

PARID: 050006192004
MORELLO RUSSELL A JR & SALVATORE &

42 MAPLE ST

Parcel

TaxMapID	05007 058
Parid	05-00-06192-00-4
Land Use Code	1101
Land Use Description	R - SINGLE FAMILY
Property Location	42 MAPLE ST
Lot #	
Lot Size	4644 SF
Front Feet	21
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

Owner

Name(s)	MORELLO RUSSELL A JR & SALVATORE &
Name(s)	MORELLO JOSEPH A
Mailing Address	18 MAPLE ST
Care Of	
Mailing Address	
Mailing Address	CONSHOHOCKEN PA 19428

Current Assessment

Appraised Value	Assessed Value	Restrict Code
67,000	67,000	

Estimated Taxes

County	284
Montco Community College	26
Municipality	302
School District	1,634
Total	2,246
Tax Lien	Tax Claim Bureau Parcel Search

Last Sale

Sale Date	07-OCT-03
Sale Price	\$1
Tax Stamps	0
Deed Book and Page	5499-00651
Grantor	
Grantee	MORELLO ROSE M & RUSSELL A JR
Date Recorded	09-MAR-04

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
10-07-2003	\$1	0	5499-00651		MORELLO ROSE M & RUSSELL A JR	03-09-2004
10-01-2003	\$1	0	5499-00660	MORELLO RUSSELL A SR /RUSSELL A JR	MORELLO RUSSELL A JR & SALVATORE	03-09-2004
10-31-1991	\$72,000	720	4990-01241		MORELLO RUSSELL A SR /RUSSELL A JR	11-01-1991
05-17-1984	\$37,500	375	-		TAMMARO JOSEPH A & MARY A	



Lot Information

Lot Size	4644 SF
Lot #	
Remarks	
Remarks	
Remarks	

Residential Card Summary

Card	1
Land Use Code	1101
Building Style	ROW
Number of Living Units	1
Year Built	1870
Year Remodeled	
Exterior Wall Material	STUCCO
Number of Stories	2
Square Feet of Living Area	1,376
Total Rms/Bedrms/Baths/Half Baths	6/3/1/
Basement	FULL
Finished Basement Living Area	
Rec Room Area	
Unfinished Area	
Wood Burning Fireplace	
Pre Fab Fireplace	
Heating	CENTRAL
System	HOT WATER
Fuel Type	GAS
Condo Level	
Condo/Townhouse Type	
Attached Garage Area	
Basement Garage No. of Cars	

Assessment History

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
67,000	67,000		01-JAN-99	7.1 VALIDATION	24-AUG-98
	67,000		01-JAN-99	APPEAL	
	91,420		01-JAN-98	REASSESSMENT	
	1,600		01-JAN-87		

Montgomery County

Search Criteria: Search Type: Parcel Id; Parcel Id: 05-00-06192-00-4

Displaying 1-13 of 13 Items

Instrument	Name	Other Name	Type	Recorded	Parcel Id	Verified
DEED 6380 01028	MORELLO AMANDA MARIE EX 1 MORELLO SALVATORE EST	MORELLO AMANDA + MARIE 2 MORELLO CATHERINE E MORELLO CHRISTIE	Deed (QUIT CLAIM)	10/18/2024	05-00-06192-00-4	✓
SAT 1298 00548	CHASE HOME FINANCE LLC CHASE + 1 MANHATTAN MTG CORP FT MTG CO DBA MNC MTG	MORELLO RUSSELL + A JR MORELLO RUSSELL A SR + 2 A SR	Satisfaction of Mortgage	12/01/2009	05-00-06192-00-4	✓
DEED 5499 00651	MORELLO ROSE M EX 1 MORELLO RUSSELL A JR MORELLO RUSSELL A SR EST	MORELLO ROSE M + MORELLO RUSSELL A JR + 2 A JR	Deed (\$1.00)	03/09/2004	05-00-06192-00-4	✓
DEED 5499 00660	MORELLO ROSE M MORELLO RUSSELL A JR 1	MORELLO JOSEPH + A MORELLO RUSSELL A JR MORELLO SALVATORE 2 CHASE MORT CO	Deed (\$1.00)	03/09/2004	05-00-06192-00-4	✓
MTG 8801 00234 SAT 0735 00728	+ 1 FIRST HORIZON HOME LN CORP FT MORT CO + 1	2 MORELLO RUSSELL + A JR 2 MORELLO RUSSELL A SR	Mortgage (ASSIGNMENT) Satisfaction of Mortgage	10/24/2000 06/24/1999	05-00-06192-00-4 05-00-06192-00-4	✓ ✓
MTG 8398 00506	MORELLO RUSSELL A JR + 1 MORELLO RUSSELL A SR	FT MORT CO MNC MORT + 2	Mortgage (\$51,000.00)	03/25/1999	05-00-06192-00-4	✓
DEED 5036 02105	MORELLO RUSSELL A JR MORELLO RUSSELL A SR 1	MORELLO JOSEPH + A MORELLO ROSEMARIE MORELLO RUSSELL A JR MORELLO RUSSELL A SR MORELLO SALVATORE 2 FINANCIAL MORT CORP	Deed (EASEMENT)	03/24/1993	05-00-06196-00-9+	✓
MTG 6776 01382	MORELLO RUSSELL A JR + 1 MORELLO RUSSELL A SR	2	Mortgage (\$52,000.00)	11/01/1991	05-00-06192-00-4	✓
DEED 4990 01241	TAMMARO JOSEPH A 1 TAMMARO MARY A	MORELLO RUSSELL + A JR 2 MORELLO RUSSELL A SR	Deed (\$72,000.00)	11/01/1991	05-00-06192-00-4	✓
MTG 6777 00083 DEED 4736 01109	+ 1 FINANCIAL MORT CORP FOULKE JOSEPH E 1	2 MARYLAND NAT MORT CORP TAMMARO JOSEPH + A TAMMARO MARY A 2 FOULKE JOSEPH E + FOULKE MARY R	Mortgage (ASSIGNMENT) Deed (\$37,500.00)	11/01/1991 05/17/1984	05-00-06192-00-4 05-00-06192-00-4	✓ ✓
DEED 2369 00374	1 MATTEUCCI CARMELLA	2	Deed (\$3,000.00)	05/09/1953	05-00-06192-00-4	✓

PARID: 050006188008
MORELLO RUSSELL A JR & JOSEPH A &

44 MAPLE ST

Parcel

TaxMapID	05007 032
Parid	05-00-06188-00-8
Land Use Code	1101
Land Use Description	R - SINGLE FAMILY
Property Location	44 MAPLE ST
Lot #	
Lot Size	3659 SF
Front Feet	16
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

Owner

Name(s)	MORELLO RUSSELL A JR & JOSEPH A &
Name(s)	SALVATORE
Mailing Address	18 MAPLE ST
Care Of	
Mailing Address	
Mailing Address	CONSHOHOCKEN PA 19428

Current Assessment

Appraised Value	Assessed Value	Restrict Code
65,000	65,000	

Estimated Taxes

County	275
Montco Community College	25
Municipality	293
School District	1,586
Total	2,179
Tax Lien	Tax Claim Bureau Parcel Search

Last Sale

Sale Date	07-OCT-03
Sale Price	\$1
Tax Stamps	0
Deed Book and Page	5499-00654
Grantor	MORELLO RUSSELL A JR & JOSEPH A
Grantee	MORELLO RUSSELL A JR & JOSEPH A &
Date Recorded	09-MAR-04

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
10-07-2003	\$1	0	5499-00654	MORELLO RUSSELL A JR & JOSEPH A	MORELLO RUSSELL A JR & JOSEPH A &	03-09-2004
06-21-1995	\$90,000		5117-2470			
01-01-1900	\$0	0	-		MANZI JOSEPH J & CLARA B	

Lot Size	3659 SF
Lot #	
Remarks	
Remarks	
Remarks	

Residential Card Summary

Card	1
Land Use Code	1101
Building Style	ROW
Number of Living Units	1
Year Built	1870
Year Remodeled	
Exterior Wall Material	STUCCO
Number of Stories	2
Square Feet of Living Area	1,411
Total Rms/Bedrms/Baths/Half Baths	6/3/1/
Basement	FULL
Finished Basement Living Area	
Rec Room Area	
Unfinished Area	
Wood Burning Fireplace	
Pre Fab Fireplace	
Heating	CENTRAL
System	HOT WATER
Fuel Type	GAS
Condo Level	
Condo/Townhouse Type	
Attached Garage Area	
Basement Garage No. of Cars	

Permits

Permit Date	13-JUN-2022
Permit Number	22-00488
Amount	
Purpose	ROOF/SHINGLES
Notes	ROOF REPLACEMENT
Notes	
Notes	
Status	OPEN

Assessment History

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
65,000	65,000		01-JAN-99	7.1 VALIDATION	24-AUG-98
	65,000		01-JAN-99	APPEAL	
	86,920		01-JAN-98	REASSESSMENT	
	1,600		01-JAN-87		

Montgomery County

Search Criteria: Search Type: Parcel Id; Parcel Id: 05-00-06188-00-8

Displaying 1-7 of 7 Items

Instrument	Name	Other Name	Type	Recorded	Parcel Id	Verified
DEED 6380 01032	MORELLO AMANDA MARIE EX 1 MORELLO SALVATORE EST	MORELLO AMANDA + MARIE 2 MORELLO CATHERINE E MORELLO CHRISTIE	Deed (QUIT CLAIM)	10/18/2024	05-00-06188-00-8	✓
SAT 1298 00969	BANK OF NEW YORK TRUST COMPANY N A TR BANK ONE + 1 FIRST NATIONAL BANK OF CHICAGO JP MORGAN CHASE BK NA SUMMIT BANK	MORELLO JOSEPH + A MORELLO RUSSELL A JR 2 MORELLO RUSSELL A JR MORELLO SALVATORE	Satisfaction of Mortgage	12/02/2009	05-00-06188-00-8	✓
DEED 5499 00654	MORELLO JOSEPH A 1 MORELLO RUSSELL A JR	MORELLO JOSEPH + A 2 MORELLO RUSSELL A JR MORELLO SALVATORE	Deed (\$1.00)	03/09/2004	05-00-06188-00-8	✓
MTG 7838 01332	+ 1 SUMMIT BK	2 FIRST NAT BK CHICAGO TR	Mortgage (ASSIGNMENT)	10/17/1996	05-00-06188-00-8	✓
DEED 5117 02470	MANZI CLARA D EST MANZI CLARINDA 1 D EST MAZI CLARA D EST PRIMAVERA MARY EX	MORELLO JOSEPH + A 2 MORELLO RUSSELL A JR	Deed (\$90,000.00)	07/11/1995	05-00-06188-00-8	✓
MTG 7604 00567	+ 1 MORELLO JOSEPH A MORELLO RUSSELL + A JR	SUMMIT BK 2	Mortgage (\$67,500.00)	07/11/1995	05-00-06188-00-8	✓
DEED 1753 00244	MATTEUCCI ASSUNTA GUARD MATTEUCCI 1 CARMELLA MATTEUCCI PASQUALE GUARD RYAN ASSUNTA M GUARD	MANZI CLARA D MANZI JOSEPH J 2	+ Deed (\$4,700.00)	07/19/1946	05-00-06188-00-8	✓

PARID: 050006184003
MORELLO RUSSELL A JR & JOSEPH A &

46 MAPLE ST

Parcel

TaxMapID	05007 033
Parid	05-00-06184-00-3
Land Use Code	1101
Land Use Description	R - SINGLE FAMILY
Property Location	46 MAPLE ST
Lot #	
Lot Size	3659 SF
Front Feet	16
Municipality	CONSHOHOCKEN
School District	COLONIAL
Utilities	ALL PUBLIC//

Owner

Name(s)	MORELLO RUSSELL A JR & JOSEPH A &
Name(s)	SALVATORE
Mailing Address	18 MAPLE ST
Care Of	
Mailing Address	
Mailing Address	CONSHOHOCKEN PA 19428

Current Assessment

Appraised Value	Assessed Value	Restrict Code
70,000	70,000	

Estimated Taxes

County	297
Montco Community College	27
Municipality	315
School District	1,708
Total	2,347
Tax Lien	Tax Claim Bureau Parcel Search

Last Sale

Sale Date	30-AUG-91
Sale Price	\$95,000
Tax Stamps	950
Deed Book and Page	4985-01863
Grantor	
Grantee	MORELLO RUSSELL A JR & JOSEPH A &
Date Recorded	05-SEP-91

Sales History

Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
08-30-1991	\$95,000	950	4985-01863		MORELLO RUSSELL A JR & JOSEPH A &	09-05-1991
11-18-1987	\$78,650	786	4857-02034		FOX GEORGE G & SHARON M	11-19-1987
11-26-1984	\$49,500	495	-		MAKOWSKI ZIGMUND & FRANCES	

Lot Information

Lot Size	3659 SF
Lot #	
Remarks	
Remarks	
Remarks	

Residential Card Summary

Card	1
Land Use Code	1101
Building Style	ROW
Number of Living Units	1
Year Built	1870
Year Remodeled	
Exterior Wall Material	STUCCO
Number of Stories	2
Square Feet of Living Area	1,584
Total Rms/Bedrms/Baths/Half Baths	6/3/1/
Basement	FULL
Finished Basement Living Area	
Rec Room Area	
Unfinished Area	
Wood Burning Fireplace	
Pre Fab Fireplace	
Heating	CENTRAL
System	HOT WATER
Fuel Type	GAS
Condo Level	
Condo/Townhouse Type	
Attached Garage Area	
Basement Garage No. of Cars	

Assessment History

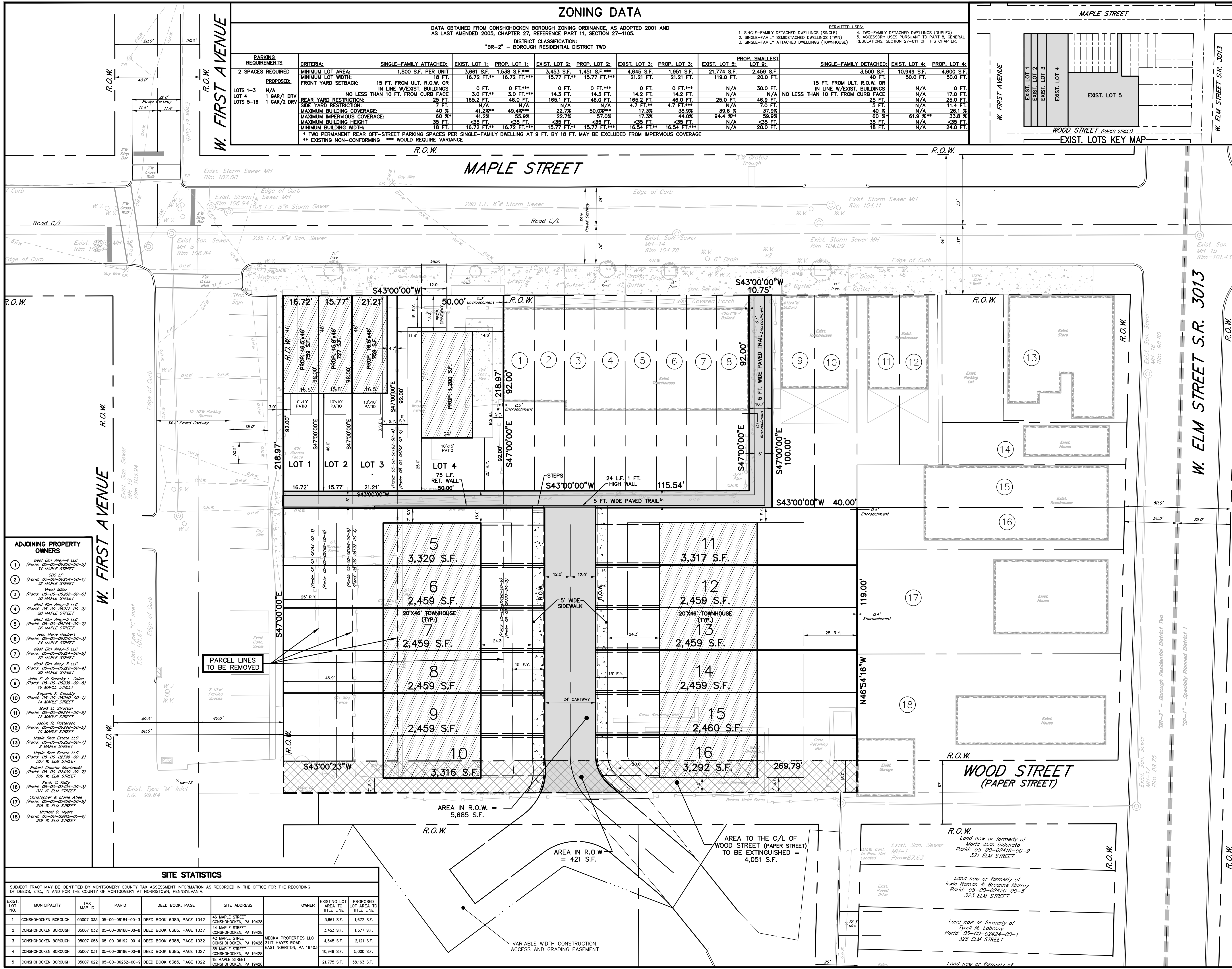
Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
70,000	70,000		01-JAN-99	7.1 VALIDATION	24-AUG-98
	70,000		01-JAN-99	APPEAL	
	88,040		01-JAN-98	REASSESSMENT	
	1,800		01-JAN-87		

Montgomery County

Search Criteria: Search Type: Parcel Id; Parcel Id: 05-00-06184-00-3

Displaying 1-16 of 16 Items

Instrument	Name	Other Name	Type	Recorded	Parcel Id	Verified
DEED 6380 01036	MORELLO AMANDA MARIE EX 1 MORELLO SALVATORE EST	MORELLO AMANDA + MARIE 2 MORELLO CATHERINE E MORELLO CHRISTIE	Deed (QUIT CLAIM)	10/18/2024	05-00-06184-00-3	✓
SAT 1300 01874	HOMESIDE LENDING INC JPMORGAN CHASE + 1 BANK NATIONAL ASSOCIATION WASHINGTON MUT BK FA	MORELLO JOSEPH + ANGELO 2 MORELLO RUSSELL A JR MORELLO SALVATORE	Satisfaction of Mortgage	12/22/2009	05-00-06184-00-3	✓
SAT 0725 00354	HOMESIDE LENDING INC + 1	MORELLO JOSEPH + A 2 MORELLO RUSSELL A JR	Satisfaction of Mortgage	04/29/1999	05-00-06184-00-3	✓
MTG 8422 00684	MORELLO JOSEPH A + 1 MORELLO RUSSELL A JR MORELLO SAL MORELLO SALVATORE	HOMESIDE LENDING INC + 2	Mortgage (\$62,300.00)	04/26/1999	05-00-06184-00-3	✓
MTG 8397 00083	MORELLO JOSEPH A ATTY 1 MORELLO RUSSELL A JR-ATT	HOMESIDE LENDING INC + 2	Mortgage (\$62,300.00)	03/24/1999	05-00-06184-00-3	✓
MTG 6912 00712	MARYLAND NAT MORT CORP + 1	BANCBOSTON MORT CORP 2	Mortgage (ASSIGNMENT)	06/18/1992	05-00-06184-00-3	✓
SAT 0398 00448	MERITOR MORT CORP-EAST + 1	FOX GEORGE G 2 FOX SHARON M	Satisfaction of Mortgage	12/26/1991	05-00-06184-00-3	✓
MTG 6754 01047	FINANCIAL MORT CORP + 1	MARYLAND NAT MORT CORP 2	Mortgage (ASSIGNMENT)	09/05/1991	05-00-06184-00-3	✓
DEED 4985 01863	FOX GEORGE G FOX SHARON M 1	MORELLO JOSEPH + A 2 MORELLO RUSSELL A JR MORELLO SALVATORE	Deed (\$95,000.00)	09/05/1991	05-00-06184-00-3	✓
MTG 6754 00594	MORELLO JOSEPH A + 1 MORELLO RUSSELL A JR	FINANCIAL MORT CORP + 2	Mortgage (\$65,000.00)	09/05/1991	05-00-06184-00-3	✓
MTG 6266 00659	FIDELITY BOND & MORT CO + 1	MERITOR MORT CORP-EAST 2	Mortgage (ASSIGNMENT)	03/15/1988	05-00-06184-00-3	✓
DEED 4857 02034	MAKOWSKI FRANCES 1 MAKOWSKI ZIGMUND	FOX GEORGE G 2 FOX SHARON M	Deed (\$78,650.00)	11/19/1987	05-00-06184-00-3	✓
MTG 6227 00875	FOX GEORGE G FOX SHARON M + 1	FIDELITY BOND & MORT CO 2 MAKOWSKI	Mortgage (\$78,650.00)	11/19/1987	05-00-06184-00-3	✓
DEED 4753 01890	BOCKRATH JOANNE EX 1 RODENBAUGH HELEN M EST	FRANCES 2 MAKOWSKI ZIGMUND	Deed (\$49,500.00)	11/29/1984	05-00-06184-00-3	✓
DEED 4184 00066	RODENBAUGH HELEN M 1 RODENBAUGH PERCY R	REDEVELOPMENT AUTH MONTG CO + 2	Deed (CONSHOHOCKEN)	03/07/1977	05-00-06184-00-3	✓
DEED 2406 00218	TOMCZAK LORRETA 1 TOMCZAK STANLEY C	RODENBAUGH HELEN M 2 RODENBAUGH PERCY R	Deed (\$9,000.00)	09/17/1953	05-00-06184-00-3	✓



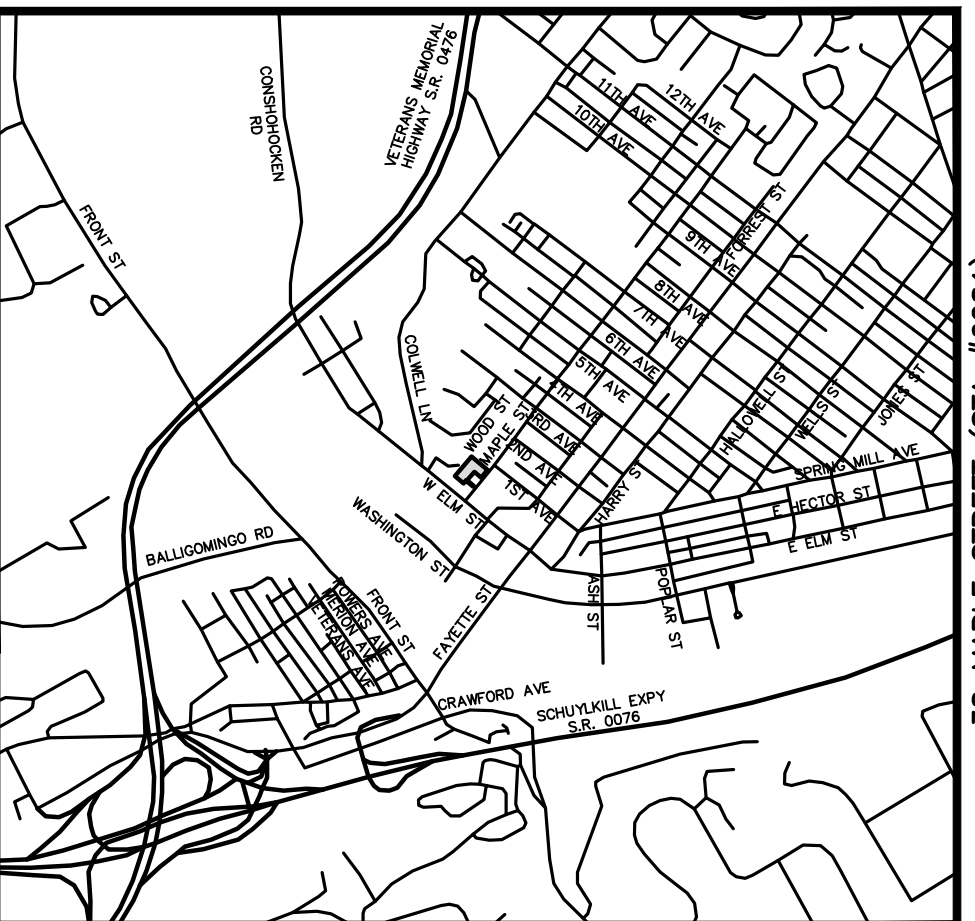
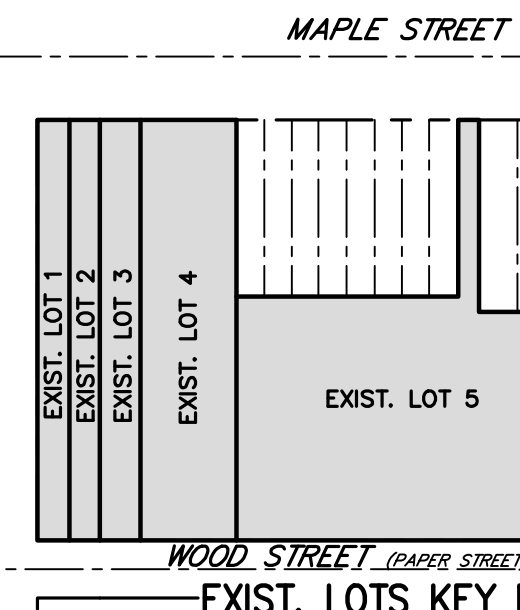
ZONING DATA

DATA OBTAINED FROM CONSHOHOCKEN BOROUGH ZONING ORDINANCE, AS ADOPTED 2001 AND AS LAST AMENDED 2005, CHAPTER 27, REFERENCE PART 11, SECTION 27-1105.

DISTRICT CLASSIFICATION:
"BR-2" - BOROUGH RESIDENTIAL DISTRICT TWO

PERMITTED USES:
1. SINGLE-FAMILY DETACHED DWELLINGS (SINGLE)
2. SINGLE-FAMILY SEMI-DETACHED DWELLINGS (TOWN)
3. SINGLE-FAMILY ATTACHED DWELLINGS (TOWNHOUSE)
4. TWO-FAMILY DETACHED DWELLINGS (DUPLEX)
5. ACCESSORY USES PURSUANT TO PART 8, GENERAL REGULATIONS, SECTION 27-811 OF THIS CHAPTER.

PARKING REQUIREMENTS	CRITERIA:	SINGLE-FAMILY ATTACHED:	EXIST. LOT 1:	PROP. LOT 1:	EXIST. LOT 2:	PROP. LOT 2:	EXIST. LOT 3:	PROP. LOT 3:	EXIST. LOT 4:	PROP. LOT 4:	EXIST. LOT 5:	PROP. LOT 5:
2 SPACES REQUIRED	MINIMUM LOT AREA:	1,800 S.F. PER UNIT	3,861 S.F.	1,536 S.F.***	3,453 S.F.	1,451 S.F.***	4,645 S.F.	1,951 S.F.	21,774 S.F.	2,459 S.F.	3,500 S.F.	4,600 S.F.
	MINIMUM LOT WIDTH:	18 FT.	16.72 FT.***	16.72 FT.***	15.77 FT.***	15.77 FT.***	21.21 FT.	21.21 FT.	119.0 FT.	20.0 FT.	50.0 FT.	50.0 FT.
	FRONT YARD SETBACK:	15 FT. FROM ULT. R.O.W. OR IN LINE W/EXIST. BUILDINGS	0 FT.	0 FT.***	0 FT.	0 FT.***	0 FT.	0 FT.***	N/A	30.0 FT.	N/A	0 FT.
	REAR YARD RESTRICTION:	NO LESS THAN 10 FT. FROM CURB FACE	3.0 FT.***	3.0 FT.***	14.3 FT.	14.3 FT.	14.3 FT.	14.3 FT.	N/A	14.2 FT.	N/A	17.0 FT.
	SIDE YARD RESTRICTION:	25 FT.	185.2 FT.	48.0 FT.	165.1 FT.	48.0 FT.	165.2 FT.	48.0 FT.	25.0 FT.	46.9 FT.	N/A	25.0 FT.
	MAXIMUM BUILDING COVERAGE:	40 %	41.2%	48.40%	22.3%	50.00%	17.3%	38.9%	39.6 %	37.9%	N/A	26.1 %
	MAXIMUM IMPERVIOUS COVERAGE:	60 %	41.2%	55.9%	22.3%	57.0%	17.3%	44.0%	94.4 %	56.9%	N/A	33.8 %
	MAXIMUM BUILDING HEIGHT:	35 FT.	<35 FT.	<35 FT.	<35 FT.	<35 FT.	<35 FT.	<35 FT.	N/A	<35 FT.	N/A	<35 FT.
	MINIMUM BUILDING WIDTH:	18 FT.	16.72 FT.***	16.72 FT.***	15.77 FT.***	15.77 FT.***	16.54 FT.***	16.54 FT.***	N/A	20.0 FT.	N/A	24.0 FT.
	** TWO PERMANENT REAR OFF-STREET PARKING SPACES PER SINGLE-FAMILY DWELLING AT 9 FT. BY 18 FT. MAY BE EXCLUDED FROM IMPERVIOUS COVERAGE											
	*** EXISTING NON-CONFORMING *** WOULD REQUIRE VARIANCE											



SITE LOCATION MAP 1"=2000'

NOTES

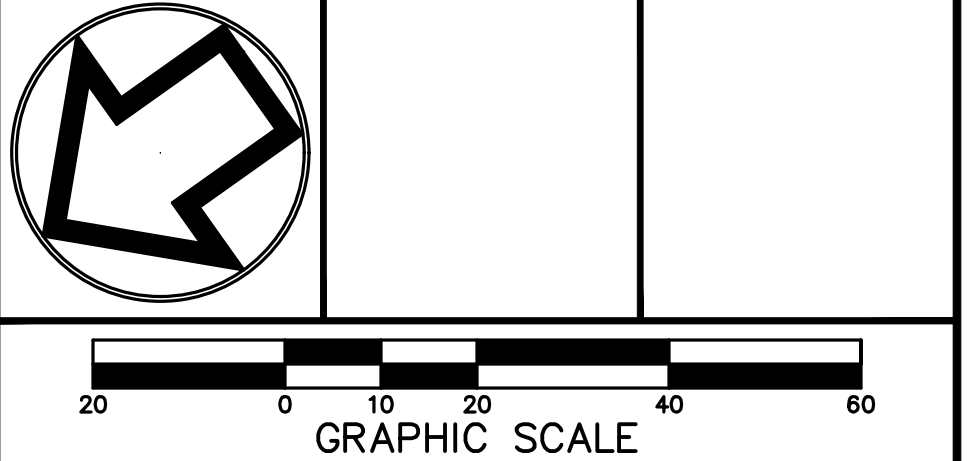
- TITLE LINE INFORMATION TAKEN FROM EXISTING DEEDS, PLANS OF RECORD, AND VERIFIED BY ACTUAL FIELD MEASUREMENTS TAKEN BY THIS OFFICE IN OCTOBER 2024.
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- ANY SCALED DIMENSIONS FROM THE PLAN SHALL NOT BE USED FOR CONSTRUCTION WITHOUT CONFIRMATION BY S.T.A. ENGINEERING, INC.

ACT 50 UTILITY NOTE

ATTENTION ALL CONTRACTORS: LOCATIONS OF ALL EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM UTILITY COMPANY RECORDS AND/OR ABOVE-GROUND INSPECTION OF THE SITE. COMPLETENESS OR ACCURACY OF TYPE, SIZE, DEPTH OR HORIZONTAL LOCATION OF UNDERGROUND FACILITIES OR STRUCTURES CANNOT BE GUARANTEED. PURSUANT TO REQUIREMENTS OF PENNSYLVANIA LEGISLATIVE ACT NUMBER 121 AS PER THE AMENDMENT OF PA ACT 287 OF 1974, EFFECTIVE OCTOBER 30, 2017 CONTRACTORS MUST VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO START OF WORK.

LEGEND

- PROPOSED BUILDING
- AREA OF WOOD STREET TO BE EXTINGUISHED AND GRANTED TO APPLICANT
- HOA AREA



1	M.P.	S.T.A. PLAN ORIGINATION DATE	AUG. 11, 2025
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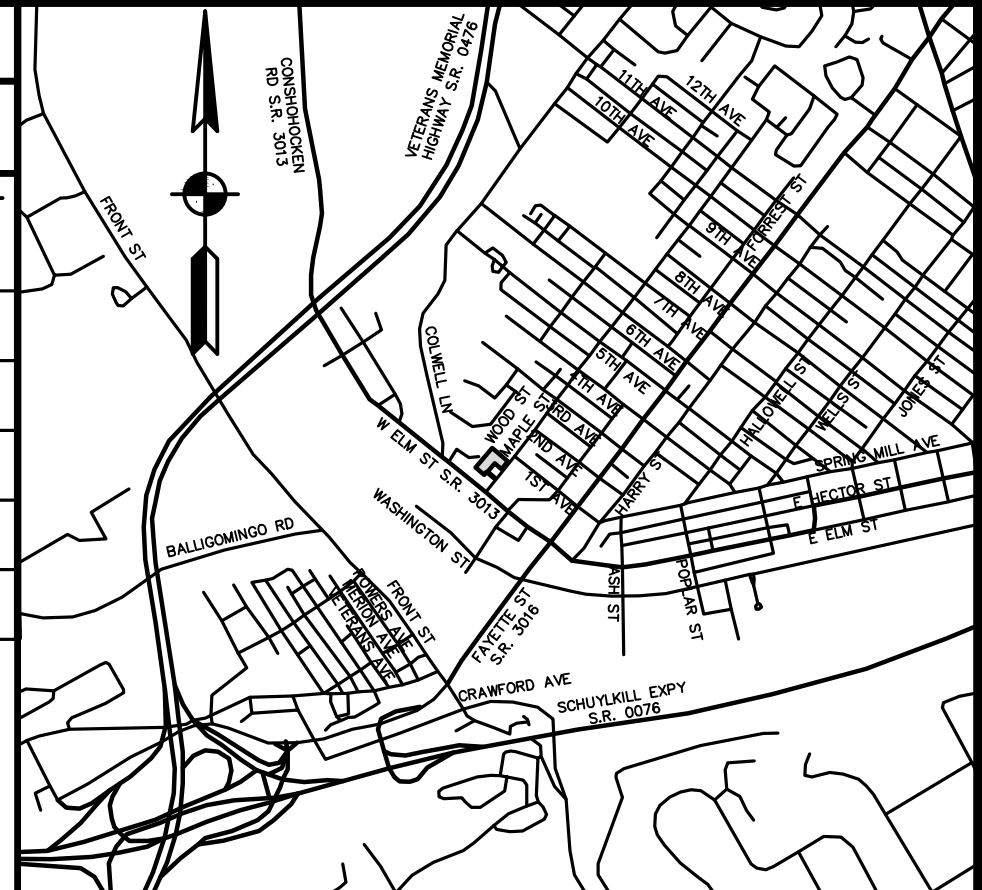
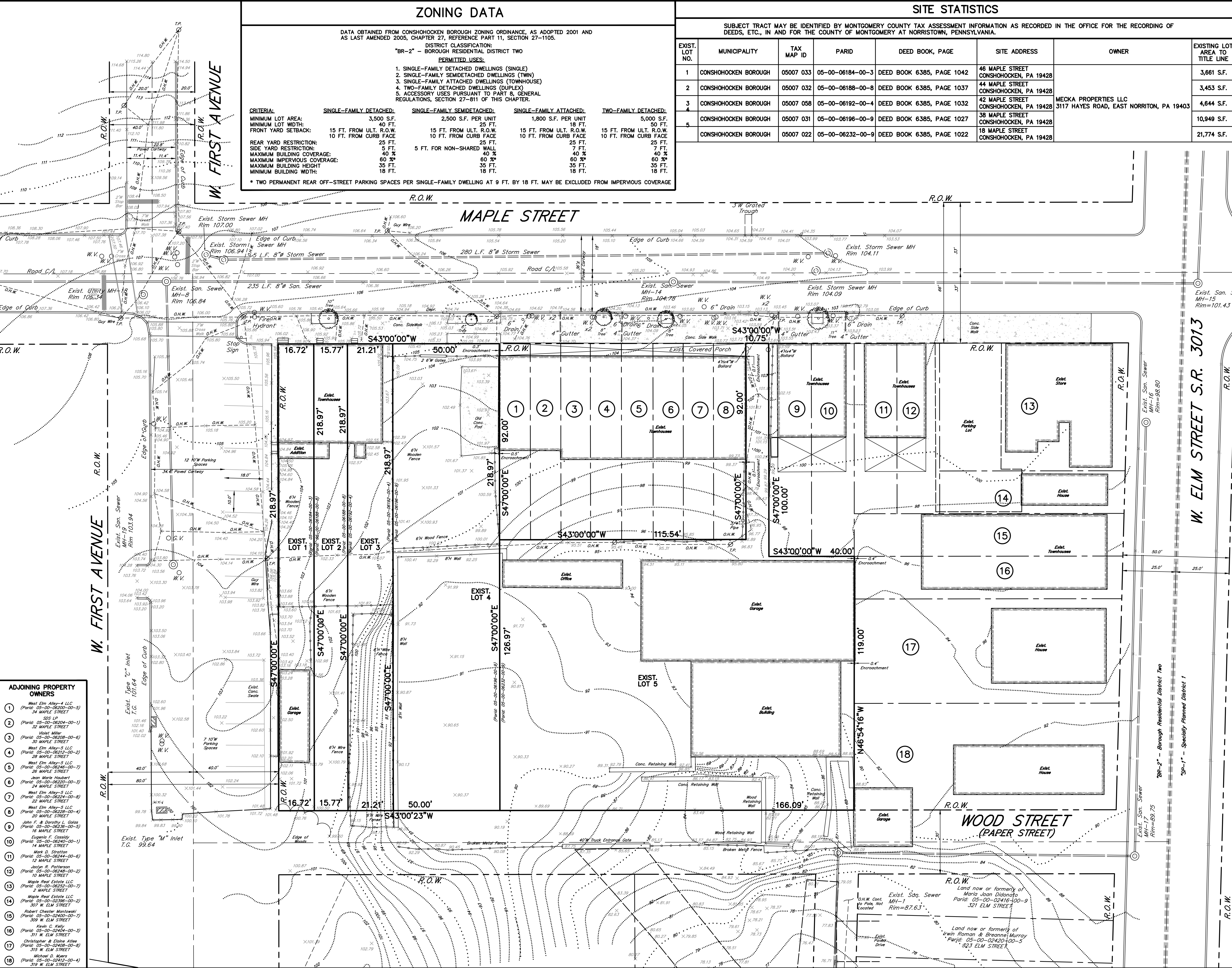
PLAN FOR ZONING PURPOSES
FOR THE
MAPLE STREET PROPERTIES
PREPARED FOR
MECKA PROPERTIES LLC
SITE SITUATE IN
CONSHOHOCKEN BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA

Civil Engineers • Land Surveyors
2499 KNIGHT ROAD, PENNSBURG, PA 18073
PH: (215) 679-0200; www.stotac.com

PLAN SCALE HORIZONTAL 1"=20'	DRAFTED BY M.J.P. PROJECT NUMBER 6281	PROJECT MANAGER S.A.R. DRAWING FILE NUMBER 6281ZON	PLAN SHEET NUMBER 1 OF 2
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ADJOINING PROPERTY OWNERS					
1	West Elm Alley-4 LLC (Parcel: 05-00-0600-00-3) 34 MAPLE STREET	2	SOS LP (Parcel: 05-00-0604-00-1) 32 MAPLE STREET	3	Malet Miller (Parcel: 05-00-0608-00-6) 30 MAPLE STREET
4	West Elm Alley-5 LLC (Parcel: 05-00-0612-00-2) 28 MAPLE STREET	5	West Elm Alley-5 LLC (Parcel: 05-00-0616-00-7) 26 MAPLE STREET	6	Jean Marie Houbert (Parcel: 05-00-0620-00-3) 24 MAPLE STREET
7	West Elm Alley-5 LLC (Parcel: 05-00-0624-00-8) 22 MAPLE STREET	8	West Elm Alley-5 LLC (Parcel: 05-00-0628-00-4) 20 MAPLE STREET	9	John F. & Dorothy L. Galas (Parcel: 05-00-0632-00-5) 18 MAPLE STREET
10	Eugenia F. Cassidy (Parcel: 05-00-0636-00-1) 14 MAPLE STREET	11	Mark D. Striffler (Parcel: 05-00-0640-00-6) 12 MAPLE STREET	12	Joseph R. Patterson (Parcel: 05-00-0644-00-2) 10 MAPLE STREET
13	Maple Real Estate LLC (Parcel: 05-00-0648-00-7) 2 MAPLE STREET	14	Maple Real Estate LLC (Parcel: 05-00-0652-00-2) 307 W. ELM STREET	15	Robert Chester Montkowski (Parcel: 05-00-0656-00-7) 305 W. ELM STREET
16	Kevin C. Kelly (Parcel: 05-00-0660-00-3) 311 W. ELM STREET	17	Christopher & Diane Allee (Parcel: 05-00-0664-00-8) 315 W. ELM STREET	18	Michael D. Myers (Parcel: 05-00-0668-00-4) 319 W. ELM STREET

SITE STATISTICS					
SUBJECT TRACT MAY BE IDENTIFIED BY MONTGOMERY COUNTY TAX ASSESSMENT INFORMATION AS RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC., IN AND FOR THE COUNTY OF MONTGOMERY AT NORRISTOWN, PENNSYLVANIA.					
EXIST. LOT NO.	MUNICIPALITY	TAX MAP ID	PARID	DEED BOOK, PAGE	SITE ADDRESS
1	CONSHOHOCKEN BOROUGH	05007 032	05-00-06184-00-3	DEED BOOK 6385, PAGE 1042	46 MAPLE STREET CONSHOHOCKEN, PA 19428
2	CONSHOHOCKEN BOROUGH	05007 032	05-00-06188-00-8	DEED BOOK 6385, PAGE 1037	44 MAPLE STREET CONSHOHOCKEN, PA 19428
3	CONSHOHOCKEN BOROUGH	05007 032	05-00-06192-00-4	DEED BOOK 6385, PAGE 1032	42 MAPLE STREET CONSHOHOCKEN, PA 19428
4	CONSHOHOCKEN BOROUGH	05007 031	05-00-06196-00-9	DEED BOOK 6385, PAGE 1027	38 MAPLE STREET CONSHOHOCKEN, PA 19428
5	CONSHOHOCKEN BOROUGH	05007 022	05-00-06232-00-9	DEED BOOK 6385, PAGE 1022	18 MAPLE STREET CONSHOHOCKEN, PA 19428
OWNER	EXISTING LOT AREA TO TITLE LINE	PROPOSED LOT AREA TO TITLE LINE			
MECKA PROPERTIES LLC 3117 HAYES ROAD EAST NORRITON, PA 19403	3,661 S.F.	1,672 S.F.			
	3,453 S.F.	1,577 S.F.			
	4,645 S.F.	2,121 S.F.			
	10,949 S.F.	5,000 S.F.			
	21,775 S.F.	38,163 S.F.			



- NOTES**
1. TITLE LINE INFORMATION TAKEN FROM EXISTING DEEDS, PLANS OF RECORD, AND VERIFIED BY ACTUAL FIELD MEASUREMENTS TAKEN BY THIS OFFICE IN OCTOBER 2024.
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ACT 50 UTILITY NOTE

811

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SOILS DATA

DATA OBTAINED FROM N.R.C.S. SOIL SURVEY.

Usd - URBAN LAND-UPDETHMENTS, SCHIST AND GNEISS COMPLEX, 8 TO 25 PERCENT SLOPES.

GRAPHIC SCALE

20 0 10 20 40 60

1 M.P. S.T.A. PLAN ORIGINATION DATE AUG. 11, 2025

EXISTING FEATURES PLAN

FOR THE

MAPLE STREET PROPERTIES

PREPARED FOR

MECKA PROPERTIES LLC

SITE SITUATE IN

CONSHOHOCKEN BOROUGH
MONTGOMERY COUNTY, PENNSYLVANIA

S T A
Engineering, Inc.

Civil Engineers • Land Surveyors

2499 KNIGHT ROAD, PENNSBURG, PA 18073
PH: (215) 679-0200; www.stotac.com

PLAN SCALE	DRAFTED BY	PROJECT MANAGER	PLAN SHEET NUMBER
HORIZONTAL	M.J.P.	M.E.T.	
1"=20'	PROJECT NUMBER 6281	DRAWING FILE NUMBER 6281EF	2 OF 2



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 SEPTEMBER 15, 2025 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2025-12

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on September 15, 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: Rudy Schatz
1009 Fayette Street
Conshohocken, PA 19428

PREMISES INVOLVED: 1009 Fayette Street
Conshohocken, PA 19428
RO – Residential Office District
FCO – Fayette Corridor Overlay District

OWNER OF RECORD: Rudy Schatz
1009 Fayette Street
Conshohocken, PA 19428

The petitioner is seeking a variance from Section §27-1205.D to permit a reduced side yard setback of two (2) ft to construct an accessible ADA compliant ramp along the side and rear of the dwelling, whereas the minimum side yard setback shall be five (5) feet.

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: September 4, 2025

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 1009 Fayette Street – Zoning Determination

History of the Site:

1009 Fayette Street is an existing 5,200 SF rectangular shaped property located within the R-O – Residential Office District and Zone 3 of the FCO – Fayette Street Corridor Overlay District. The site is fronted by Fayette Street (100 ft right-of-way) to the west; an existing mixed-use property to the north; and residential properties in all other directions.

Per the Montgomery County property records, the property is comprised of an existing 1,504 SF single-family, two (2)-story brick, residential dwelling that was constructed in 1905. There is an existing approximately 10 ft wide x 24 ft long (240 SF) wooden deck attached to the rear of the dwelling.

Current Request:

The Applicant, Rudy Schatz, is seeking to replace the existing deck with a new approximately 350 SF composite deck with stairs leading to the rear yard and an ADA compliant ramp along the side yard. The ADA compliant ramp for the new deck along the side yard will project more than 50% into a five (5) ft wide side yard setback. The zoning plan provided indicates a setback of only two (2) feet whereas not more than 50% (or minimum 2.5 ft) setback is required for a deck projecting into the side yard setback. Therefore, the Applicant is seeking a variance from Section §27-805.B to permit an encroachment into the side yard of more than 50% of the required width of the side yard.

Zoning Determination:

Pursuant to the Conshohocken Borough Zoning Ordinance, Section §27-1205.D, the minimum side yard setback shall be five (5) feet for each side, except semi-detached dwellings, which require only one side yard of five (5) feet. The subject property is a single-family detached dwelling that has two (2) side yards; therefore, a minimum five (5) feet side yard setback is required on both sides of the existing dwelling. Based on the zoning site plan provided, it appears that the existing dwelling is an existing non-conforming building since the northerly property line is indicating a side yard setback width of only (4) feet instead of the required minimum five (5) feet width. The southerly property line where the proposed four (4) ft wide ADA compliant ramp is to be constructed has an existing five (5) feet wide side yard setback.

In accordance with Zoning Code Section §27-805.B for projections into required yards, a deck, not covered by a roof, canopy or trellis, which does not extend above the level of the first floor of the building, may be erected to extend into a required side or rear yard a distance of not more than 12 feet provided that it shall not extend into such yard more than 50% of the required depth or width of the yard. Therefore, a maximum side yard projection of not more than 2.5 ft is permitted based on an existing five (5) ft wide side yard.

The Zoning Plans/Elevation (Sheet no. Z-1) is showing a four (4) feet wide ADA accessible ramp and the Zoning site plan is showing a 2 ft side yard setback. It appears that only a one (1) feet wide (instead of a two (2) feet wide) side yard setback will be remaining with a five (5) wide side yard setback along the southerly property line. The Applicant should clarify and confirm the side yard setbacks as shown on the plans accordingly.

Since the proposed ADA accessible ramp along the side yard leading to the rear deck will encroach more than 50% into the side yard setback, the Applicant is required to seek a variance from Zoning Code Section §27-805.B to permit the encroachment of more than 50% projection into the required side yard setback.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

BOROUGH of CONSHOHOCKEN

JUN 20 '25 AM 9:28

RECEIVED

Zoning Application

Application: Z-2025-12

Date Submitted: 7/25/25

Date Received: 7/25/25

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:

27-1205 Section D

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

1009 Fayette St, Conshohocken PA 19428

4. Applicant's Name: Rudy Schatz

Address: 1009 Fayette St, Conshohocken PA 19428

Phone Number (daytime): 610-316-7980

E-mail Address: amwolschatz@verizon.net

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

6. Property Owner: Rudy Schatz

Address: 1009 Fayette St, Conshohocken PA 19428

Phone Number: 610-316-7980

E-mail Address: amwolschatz@verizon.net

7. Lot Dimensions: 40' x 128' Zoning District: RO

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.

There is an existing deck and ADA ramp
they are looking to update

10. Please describe the proposed use of the property.

Exterior residential home improvement

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

The application pertains to the replacement of an existing exterior deck structure at a single-family residence. As part of the proposed improvements, an accessible ramp will be constructed in the side yard to provide safe and convenient entry to the home for the homeowner, who uses a wheelchair. The new deck and associated ramp are designed to meet ADA accessibility standards and will greatly enhance the homeowner's quality of life by improving access and safety.

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

They are in preparation for wheelchair accessibility in and out of the house

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

- a. The unique characteristics of the property: the property already has an existing ADA ramp that does not meet code
- b. How the Zoning Ordinance unreasonably restricts development of the property:

The side yard set back

- c. How the proposal is consistent with the character of the surrounding neighborhood. There are existing ADA ramps on the same street

- 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.

It would not meet current ADA codes

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).

See attached plans

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

This ramp is being built out of necessity so that the homeowners have proper access in and out of their home

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.

27-1205 section D

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

This ramp is being built out of necessity so that the homeowners have proper access in and out of their home. There is no where else to install this project.

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

a. Attorney's Name: _____

b. Address: _____

c. Phone Number: _____

d. E-mail Address: _____

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

Rudolph J. Schatz
Applicant

Rudolph J. Schatz
Legal Owner

6/19/2025
Date

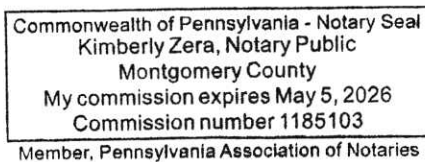
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 19 day of
June, 2025. By Rudolph J. Schatz.

[Signature]
Notary Public

(Seal)



BOROUGH of CONSHOHOCKEN

JUL 24 '25 PM 2:02

RECEIVED

EASTERN AERIAL SERVICE, INC.
2960 W. GERMANTOWN PIKE
FAIRVIEW VILLAGE, PA 19409

EA# 14886-N

Deed

WILLIAM SCLAFANI AND
BESSIE SCLAFANI, HIS WIFE

TO

RUDOLPH J. SCHATZ & ANN MARIE WOLF

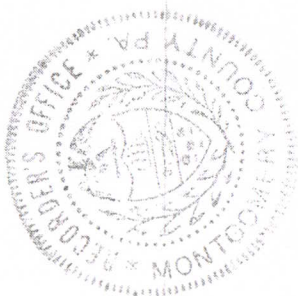
Premises: 1009 Fayette Street
Conshohocken Borough
Montgomery County, PA

The address of the within
named Grantee is:

1009 Fayette St.

Conshohocken, PA 19428

On behalf of Grantee.



STATE OF PENNSYLVANIA,
COUNTY OF *Mt*

RECORDED on this

14th

day of

May

, A.D. 1986

in the Recorder's Office of the said County in Deed Book

page

745

GIVEN under my hand the seal of the said office, the date above written.

Vol. 4799

BOOK 4700-710

James J. Vine

Recorder

Chris Deed,

Made this

12th

day of

May

, 1986

Between,

WILLIAM SCLAFANI AND BESSIE SCLAFANI, HIS WIFE

(hereinafter called the Grantor s),

AND

RUDOLPH J. SCHATZ & ANN MARIE WOLF

(hereinafter called the Grantee s),

Witnesseth, That in consideration of ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$114,500.00)

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor s do th hereby grant and convey to the said Grantee s their heirs and assigns, as joint tenants with the right of survivorship and not as tenants in common:

ALL THAT CERTAIN lot or piece of ground with the messuage or tenement thereon erected, Situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a stake on the Southeasterly side of Fayette Street, at the distance of eighty three feet northeasterly from the northeasterly side of Tenth Avenue a corner of this and land of Annie O. Hallowell, thence along said land, Southeastwardly one hundred thirty feet to the rear of lots fronting on Harry Street, thence along the same Northeastwardly parallel with Fayette Street, twenty feet to a stake a corner of other land of said John H. Crankshaw, thence along the same and parallel with Tenth Avenue, Northwestwardly one hundred thirty feet to the Southeasterly side of Fayette Street aforesaid and thence by and along the Southeasterly side thereof Southwestwardly twenty feet to the place of beginning.

ALSO ALL THAT CERTAIN lot or piece of ground with the messuage or tenement thereon erected situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

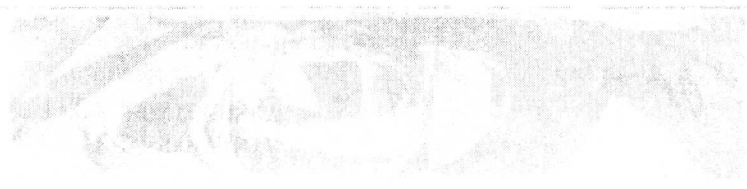
BEGINNING at a stake on the Southeasterly side of Fayette Street at the distance of one hundred three feet northeastwardly from the northeasterly side of Tenth Avenue, a corner of this and land of M. Alice Rockhill and the said Dottie C. Rockhill, thence along said land southeastwardly one hundred thirty feet to the rear of lots fronting on Harry Street, thence along the same Northeastwardly parallel with Fayette Street, twenty feet to a stake a corner of other land of said John H. Crankshaw, thence along the same and parallel with Tenth Avenue northwestwardly one hundred thirty feet to the southeastwardly side of Fayette Street aforesaid, and thence by and along the southeasterly side thereof southwestwardly twenty feet to the place of beginning.

BEING PARCEL NUMBER 05-00-03360-00-1

BEING the same premises which Eugene F. Quinn and C. Russell Corson, Executors of the Estate of Dottie C. Rockhill, deceased by Deed dated May 24, 1944 and recorded in Montgomery County 1586 page 274 granted and conveyed unto William Sclafani and Bessie, his wife, in fee.

13.30
1.30
2.00

98. MAY 25 91 AM



1,145.00
1,145.00
[Signature]

11 MAY 25 01 PM '86

a corner of this and land of Annie O. Hallowell, thence along said land, Southeastwardly one hundred thirty feet to the rear of lots fronting on Harry Street, thence along the same Northeastwardly parallel with Fayette Street, twenty feet to a stake a corner of other land of said John H. Crankshaw, thence along the same and parallel with Tenth Avenue, Northwestwardly one hundred thirty feet to the Southeasterly side of Fayette Street aforesaid and thence by and along the Southeasterly side thereof Southwestwardly twenty feet to the place of beginning.

ALSO ALL THAT CERTAIN lot or piece of ground with the messuage or tenement thereon erected situate in the Borough of Conshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stake on the Southeasterly side of Fayette Street at the distance of one hundred three feet northeastwardly from the northeasterly side of Tenth Avenue, a corner of this and land of M. Alice Rockhill and the said Dottie C. Rockhill, thence along said land southeastwardly one hundred thirty feet to the rear of lots fronting on Harry Street, thence along the same Northeastwardly parallel with Fayette Street, twenty feet to a stake a corner of other land of said John H. Crankshaw, thence along the same and parallel with Tenth Avenue northwestwardly one hundred thirty feet to the southeastwardly side of Fayette Street aforesaid, and thence by and along the southeasterly side thereof southwestwardly twenty feet to the place of beginning.

BEING PARCEL NUMBER 05-00-03360-00-1

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1,145.00
1,145.00
[Signature]

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER
TAX
MAY 1986
572.50
RECEIVED

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER
TAX
MAY 1986
572.50
RECEIVED

And the said Grantor s hereby covenant and agree that they will specially warrant the premises hereby conveyed.

TC-71 (two page) Rev. 1-73

BOOK 4799 PG 745

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-03360-00-1 CONSHOHOCKEN DBK 1586
1009 FAYETTE ST PG 0274
SCLAFANI WILLIAM & BESSIE
B 054 U 013 1160 DATE 5/14/86 *[Signature]*

the day and year first above written.

Sealed and Delivered

In the Presence of:

[Signature]

William Sclafani
WILLIAM SCLAFANI

Bessie Sclafani
BESSIE SCLAFANI

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this, the *12th*
undersigned officer, personally appeared

day of *May*

, 19 *86*, before me, the

WILLIAM SCLAFANI AND BESSIE SCLAFANI, HIS WIFE

(or satisfactorily proven) to be the person ^s whose name ^s are known to me
and acknowledged that ^t he^y executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

[Signature]

EDWARD S. BORZELLECA, Notary Public
MORRISTOWN, MONTG. CO.
My Commission Expires Jan. 30, 1987

STATE OF
COUNTY OF

On this, the
undersigned officer, personally appeared

day of

, 19 , before me, the

to be the of

, who acknowledged himself

and that he as such

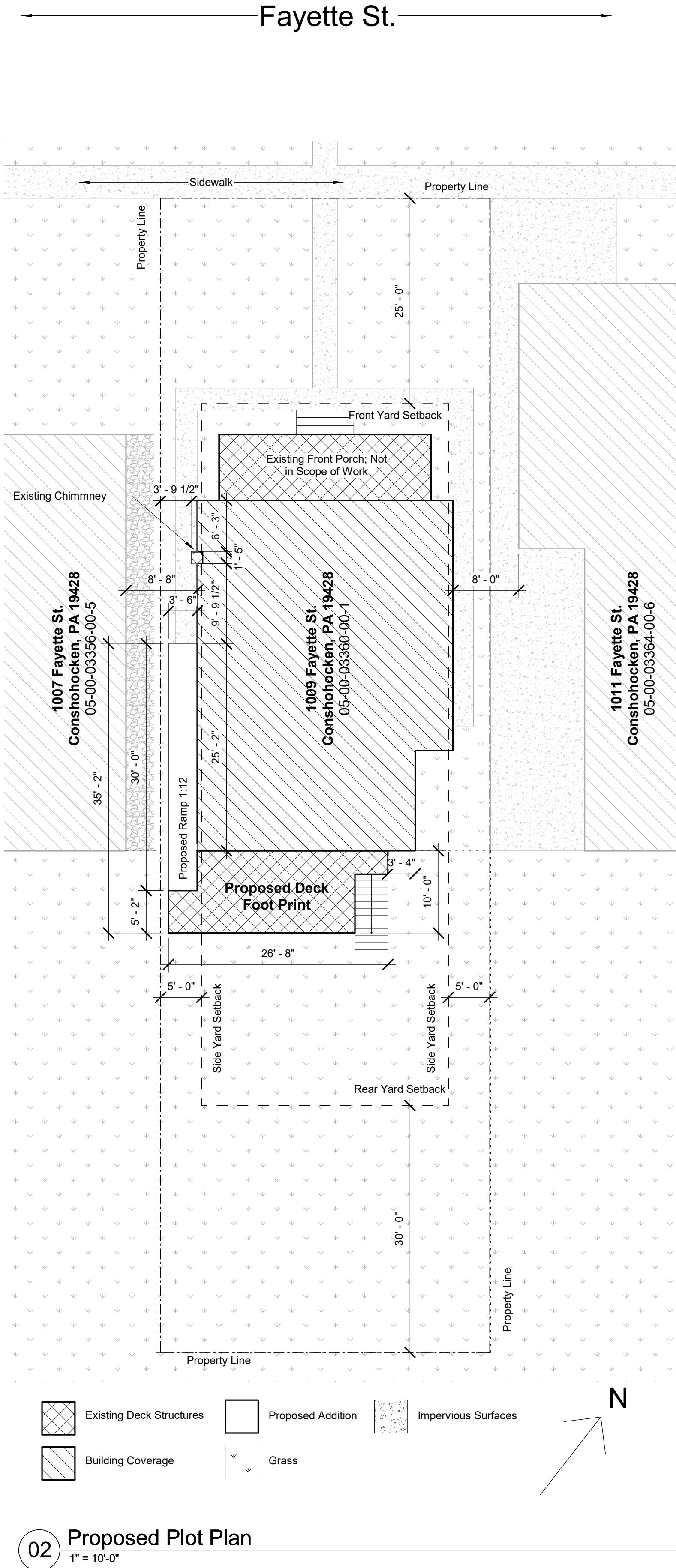
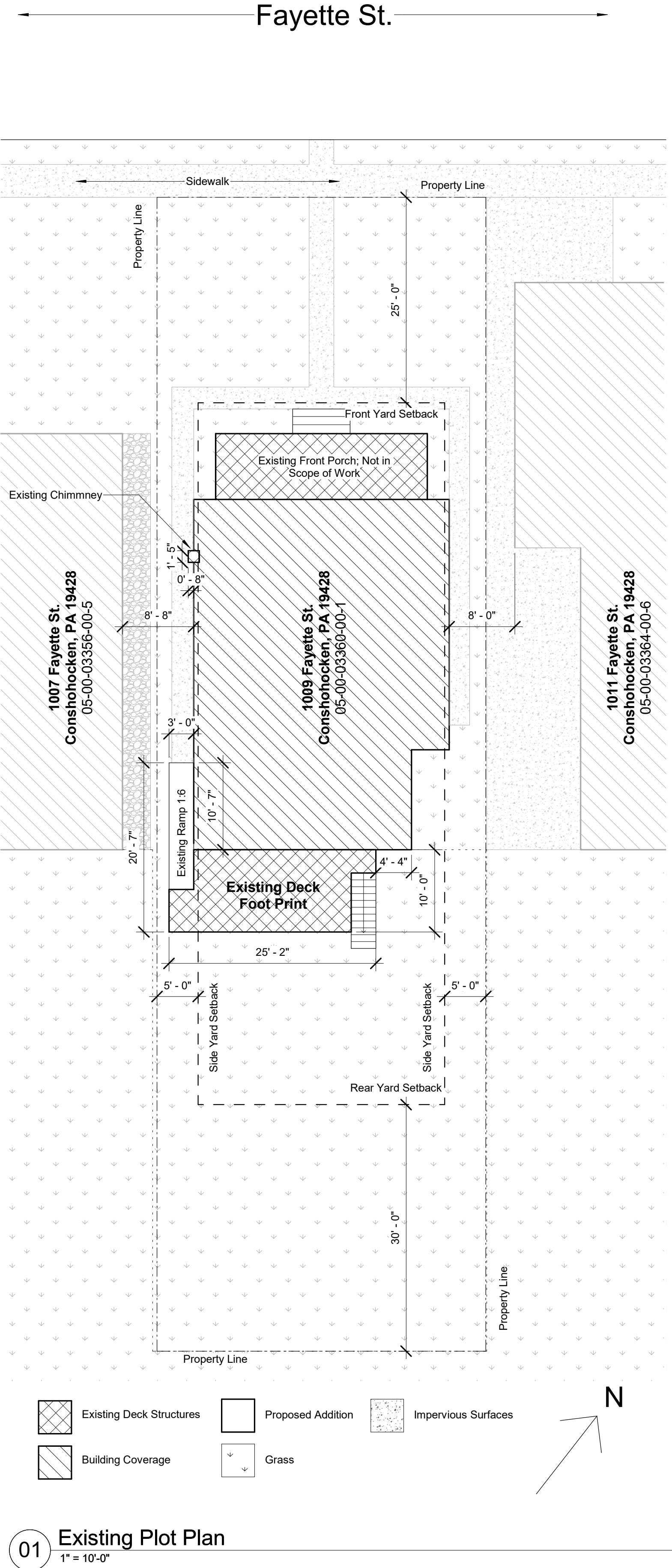
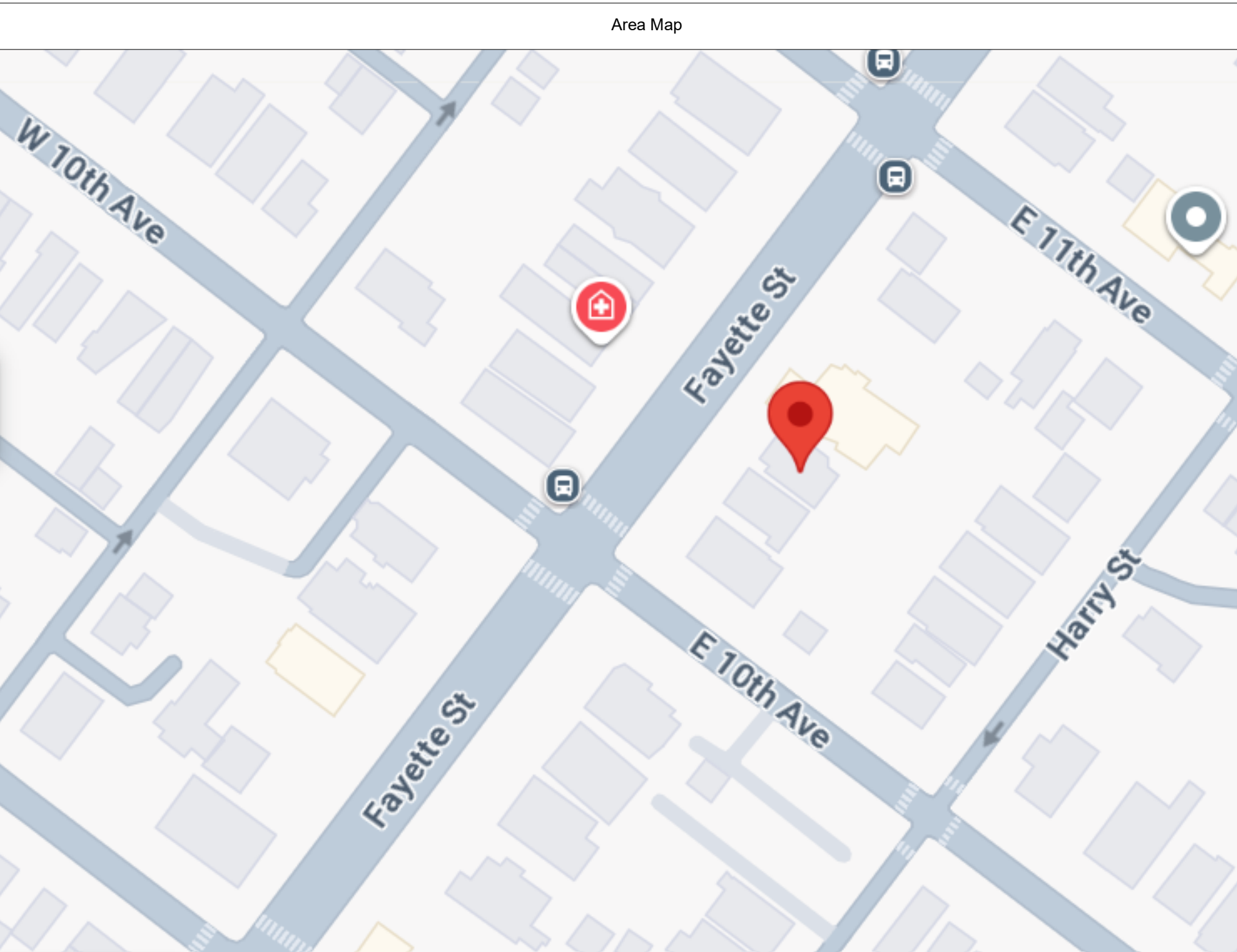
, being authorized to do so, executed the foregoing instrument for

the purposes therein contained by signing the name of the corporation by himself as

In Witness Whereof, I hereunto set my hand and official seal.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-03360-00-1 CONSHOHOCKEN DBK 1586
1009 FAYETTE ST PG 0274
SCLAFANI WILLIAM & BESSIE
B 054 U 013 1160 DATE 5/19/86 *[Signature]*

PA Code Index	
Authority Having Jurisdiction	Borough of Conshohocken 400 Fayette Street Conshohocken, PA 19428 Phone: (610) 828-1052
Applicable Code	Building code: International Residential Code 2018 (code for one- and two-family dwellings no more than 3 stories in height) Stairs (section R311.7) Width (section R311.7.1) Riser height (section R311.7.4.1) Landings for stairways (section R311.7.5) Handrails (section R311.7.7) Height (section R311.7.7.1) Continuity (section R311.7.7.2) Handrail grip size (section R311.7.7.3) Illumination (section R311.7.8) Guards (section R312) Height (section R312.2) Opening limitations (section R312.3) Exterior wood-plastic composite guards (section R312.4) Flashing and fasteners (section R317.3.1 & R317.4) Field treatment (section R317.1.1) Decks (R507.1, R507.3 Footings, R507.5 Deck Beams, R507.6 Deck Joists, R507.8 Vertical and Lateral Supports) Roofs (R802.4.1 Rafter Size, R802.5 Clg. Joists, Tbl. R802.5.2 Rafter/Clg. Connections., R802.4.6 Collar Ties) International Energy Conservation Code 2018 International Existing Building Code 2018 International Fire Code 2018 International Fuel Gas Code 2018 International Mechanical Code 2018 International Performance Code for Buildings and Facilities 2018 (provides alternative compliance approach) International Plumbing Code 2018 International Wildland-Urban Interface Code 2018 (supplementary requirements that may be used to mitigate fire- and life-safety hazards in unique wildland areas) Pennsylvania Swimming Pool and Spa Code (International Swimming Pool and Spa Code 2018 (ISPSC 2018))
Project Description or Summary	Existing Deck with Ramp and Stairs to be demolished, and replaced with a new deck structure using the same footprint with a wider / longer ramp, and a wider staircase.
Zoning Information	Zoning: R-O Residential Office County: Montgomery County Municipality: Borough of Conshohocken Parcel Number: 050003360001 Lot Size: 5,200 SF Proposed Deck: 360 SF Front Yard Setback: 25' Side Yard Setback: 5' Rear Yard Setback: 30' Max Impervious: 50% Existing Impervious: 1500 SF + Existing Front Porch: 210 SF + Existing Rear Porch / Stair / Ramp: 300SF + Existing Concrete Paths: 375 SF = 2,385 SF / 5200 SF = 45.8% Proposed Impervious: All Existing: 2,385 SF - Existing Rear: Porch / Stair / Ramp: 300SF = 2,085 SF + Proposed Deck: 360 SF = 2,445 SF / 5200 = 47% < 50%, The Deck increases Impervious Coverage on the Lot by 1.8%
Project Team	Architect: Jason Flax Architect LLC 204 Sunnybrook Road Flourtown, PA 19031 Builder: NexGen Exterior Home Remodeling 1657 The Fairway Suite #109 Jenkintown, PA 19046



No.	Description	Date
1	Issued for Zoning Review	10.14.25

jfa

jason flax architect llc
204 sunnybrook road
flourtown, pa 19031
410.629.9959
<http://www.jasonflaxarchitect.com>

project information	
project no:	1726
date:	10.10.2025
drawn by:	J.Devine
checked by:	J.Flax

sheet title
Plot Plan
sheet number

Z-100

10/19/2025 8:00:10 PM



Schatz Residence
1009 Fayette St, Conshohocken PA 19428

[illegible]

jfa

ason flax architect llc

04 sunnybrook road

flourtown, pa 19031
1-800-888-8878

10.629.9959

<http://www.jasonflaxarchitect.com>

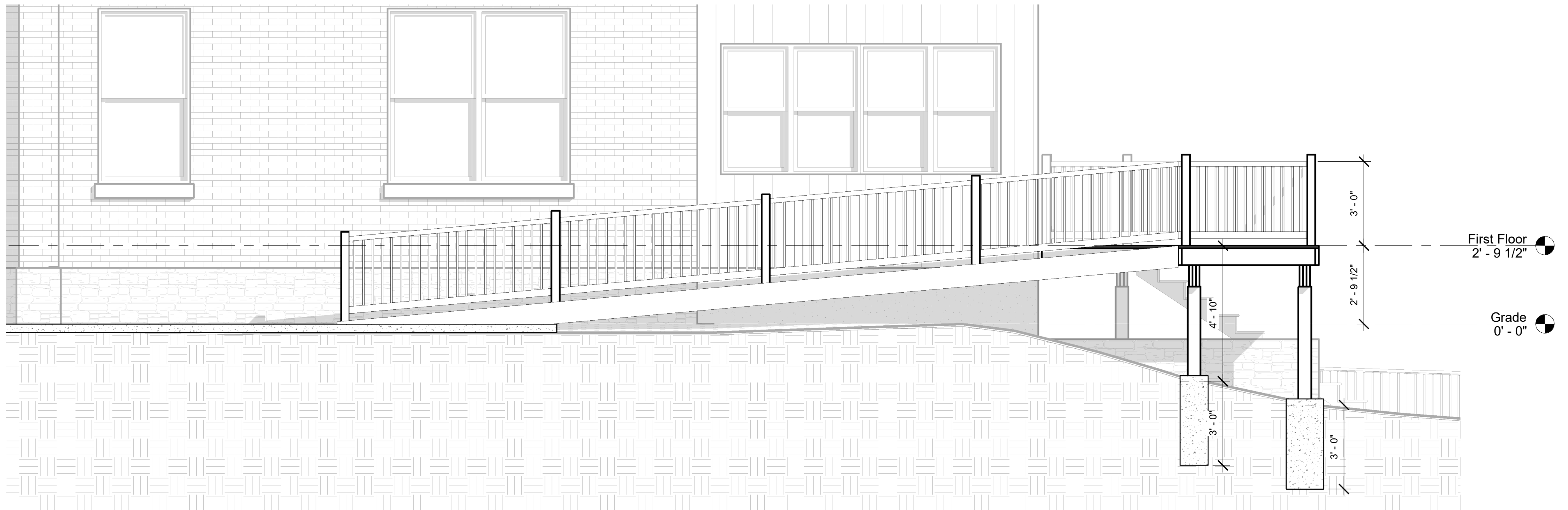
project information	
project no:	1726
date:	10.10.2025
drawn by:	J.Devine
checked by:	J.Flax

Sheet title

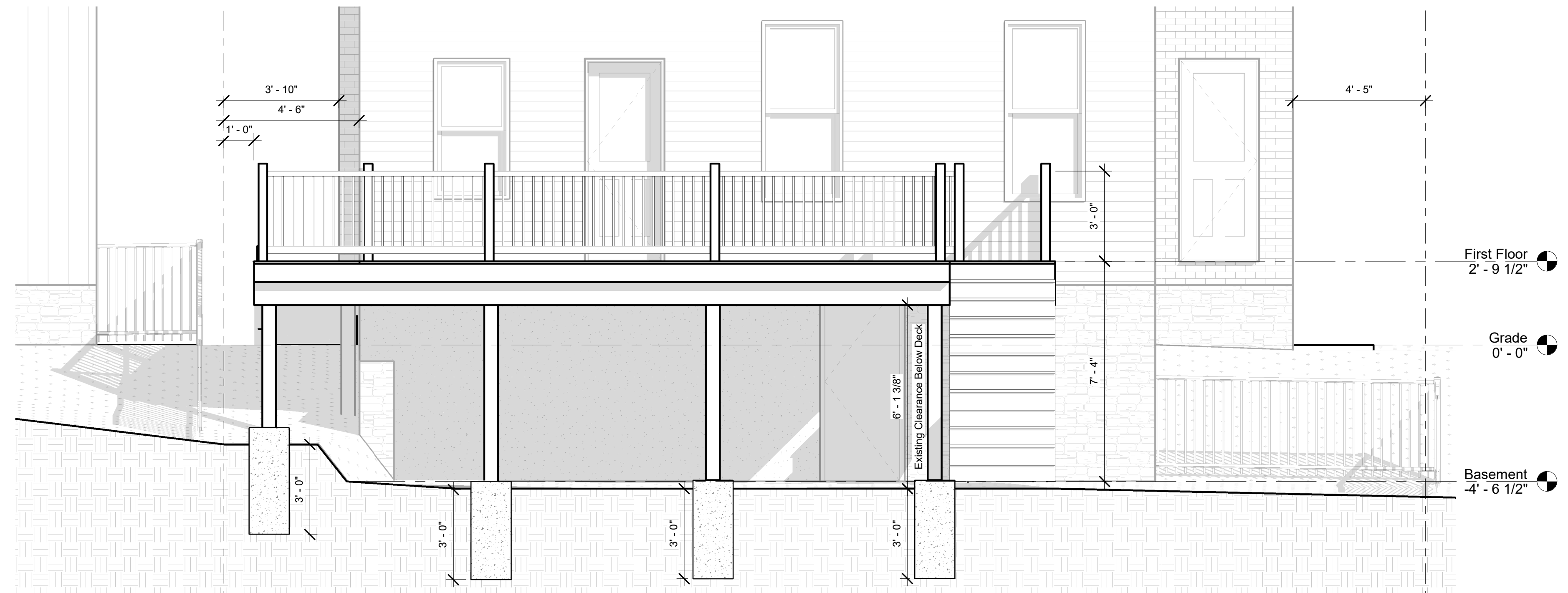
Deck Elevations

Sheet number

A-200



02 Side Elevation
3/8" = 1'-0"



01 Rear Elevation
3/8" = 1'-0"



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 OCTOBER 20, 2025 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2025-16

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 20, 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: Annalise Long & Kurt Benkurt – Neos Americana FKA Daniel's
Restaurant + Bar
252 Balligomingo Rd, Conshohocken, PA 19428

PREMISES INVOLVED: 16 East 1st Avenue
Conshohocken, PA 19428
BC – Business Commercial District

OWNER OF RECORD: Maryanne Moore
403 Maple Wood Drive, Plymouth Meeting, PA 19462

The petitioners are seeking a Variance from Sections §27-2108.A&B and §27-2108.1.2 to permit an additional 37.33 SF parallel wall sign and a 6.60 SF painted wall sign, both facing East 1st Avenue whereas only one (1) sign for each side of a building facing a street or parking lot for any one lot is permitted, and whereas the maximum area of a parallel wall sign shall be 35 SF, or 25% of the area of the wall, whichever is less.

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: October 15, 2025

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 16 East First Avenue (Signage) - Zoning Determination

History of the Site:

16 East 1st Avenue is an existing multi-use commercial corner property comprised of two (2) separate commercial restaurant and bar/tavern uses – Marsala Symphony (formerly known as Vaggiano’s Italian BYOB) located on the western end of the building closer to Fayette Street and the remaining corner portion of the property is the subject Applicant’s business, Neo’s Americana Café, Restaurant, and Bar (formerly known as Daniel’s Restaurant and Bar).

Prior to the business changes, the former Vaggiano’s Italian BYOB had one (1) parallel wall sign and one (1) window sign for the Italian restaurant, both facing East 1st Avenue. The current Marsala Symphony restaurant had replaced both signs for the current business, which is considered a continuation of an existing nonconformity, and the nonconformity is permitted to continue pursuant to Code Section §27-703.A.

In addition, the former Daniel’s Restaurant and Bar previously had one (1) round parallel wall sign and one (1) awning sign facing East 1st Avenue. The Applicant has since removed both the prior round parallel wall and awning signs facing East 1st Avenue. The Applicant has recently obtained sign permits to mount two (2) new signs for the business, which consisted of one (1) 24” wide by 52” long (8.67 SF), “Neo’s Americana”, parallel wall sign above the entrance facing Harry Street, and one (1) 24” diameter (4 SF) round, “Café Neo’s, projecting wall sign above the Café entrance facing East 1st Avenue.

The property is located within the BC- Borough Commercial District.

The site is an existing 10,656 SF corner property that is fronted by East First Avenue (80’ wide right-of-way) to the south and Harry Street (50’ wide right-of-way) to the east; triplex residential dwellings to the north; and mixed-use properties in all other directions.

Current Request:

The Applicant, Neo’s Americana, is proposing to install two (2) additional new business signs for the Neo’s Americana Café, Restaurant, and Bar on the property as follows:

1. Sign 1 – an internally illuminated parallel wall sign, 56” wide by 96” long (37.33 SF), “Neo’s

Americana". This parallel wall mounted sign is proposed to be located above the Restaurant and Bar entrance facing East 1st Avenue.

2. Sign 2 – a painted wall sign with a size of 19" wide by 50" long (6.60 SF) located on the staircase wall leading to the Restaurant and Bar entrance facing East 1st Avenue.

The Applicant is seeking a Variance from Sections §27-2108.A & B and §27-2108.1.2 to permit the above additional 37.33 SF parallel wall sign and 6.60 SF painted wall sign, with both signs facing East 1st Avenue on the property, whereas only one (1) sign for each side of a building facing a street or parking lot for any one lot is permitted, and whereas the maximum area of a parallel wall sign shall be 35 SF, or 25% of the area of the wall, whichever is less.

Zoning Determination:

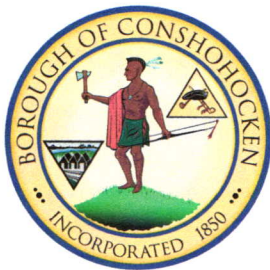
Per the Conshohocken Borough Zoning Ordinance Sections §27-2108.A & B, one (1) freestanding business or identification sign per street frontage or, one (1) of the following types of signs for each side of the building, which faces a street or a parking lot, located on the same property is permitted:

- (1) Awning sign.
- (2) Identification sign.
- (3) Marquee sign.
- (4) Painted wall sign.
- (5) Parallel wall sign.
- (6) Permanent window sign.
- (7) Projecting wall sign.
- (8) Illuminated hanging neon window signs.

The Applicant already has an existing 4 SF Café Neo's projecting wall sign for the business facing East 1st Avenue. The Applicant is proposing two (2) additional new signs, a 37.33 SF parallel wall sign and a 6.60 SF painted wall sign, which will total three (3) signs facing East 1st Avenue. Since the total number of signs facing East 1st Avenue will exceed the one (1) sign permitted for the subject business on the property, the Applicant is required to seek a variance from Code Sections §27-2108.A & B to permit a total of three (3) signs for the subject business on the property facing East 1st Avenue.

Per Code Section §27-2108.1.2 of the Conshohocken Borough Zoning Ordinance, the maximum area of a marquee sign, painted wall sign, parallel wall sign or awning sign shall be 35 SF, or 25% of the area of the wall whichever is less, including windows and cornices, to which they are attached.

The subject signs comprise less than 25% of the area of the wall and 35 SF is the lesser area of the wall. Since the proposed 37.33 SF parallel wall sign exceeds the 35 SF maximum sign size permitted, the Applicant is also required to seek a variance from Code Section §27-2108.1.2 to permit the larger sign size for the parallel wall sign.



BOROUGH of CONSHOHOCKEN
AUG 28 '25 PM2:43
RECEIVED

BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: 2-2025-10

Date Submitted: 8/28/25

Date Received: 9/3/25

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:

27-2108 and Sections 27-2108.A+B, and 27-2108.1-2

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

16 East First Avenue, Conshohocken, PA 19428

4. Applicant's Name: Annalise & Kurt - Neos Americana fka Daniel's Restaurant + Bar

Address: 252 Balligomingo Rd

Phone Number (daytime): 919.802.6673

E-mail Address: annalise@neosamericana.com/kurt@neosamericana.com

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

6. Property Owner: Maryanne Moore

Address: 403 Maple Wood Dr. Plymouth Meeting, PA 19462

Phone Number: _____

E-mail Address: donmoorej@aol.com

7. Lot Dimensions: 6109 sq. feet Zoning District: BC

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

Yes ☐ No ☒ If yes, please describe.

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

Restaurant and bar space, commercial use.

10. Please describe the proposed use of the property.

Restaurant space with dual concept: Neos Americana, a dinner spot with Mediterranean inspiration and craft cocktails, which will operate as a cafe during the day, complete with a coffee bar, house-made pastries and lunch faire.

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

We have focused our improvements on aesthetic, high impact changes that will highlight our new dual concept to replace Daniel's Restaurant + Bar. We had to repair all the floors and most of the wood surfaces because of the water damage which sparked this renovation attempt. We have repainted and repaired all damaged areas such as the electric, HVAC, etc.

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

We have gone through great difficulties this year at 16 E First Ave and are doing everything in our power to create something truly special for Conshohocken. We humbly ask for any help possible in securing our signage; I cannot overstate how important it is for us to open our new concept in the right way from the beginning. Kurt and I have demonstrated how serious we are about making an impact in Conshohocken and we need this business to be a success, as well as a fresh start for the building itself.

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

a. The unique characteristics of the property: This building is a Conshy staple!

b. How the Zoning Ordinance unreasonably restricts development of the property:
We need to reopen our restaurant properly; we want this to be something all of Conshohocken can be proud of!

c. How the proposal is consistent with the character of the surrounding neighborhood.
Our signs are pleasing to the eye (more so than the Daniel's signs were) and add to the curbside appeal of First Ave!

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 must have signs on First Ave that highlight Neos Americana, the night time dinner spot, as well as the daytime concept, Cafe Neos! Locals must be aware that we have the Cafe open during the day in the same building, and while we are the same owners and operators, we want them to have distinct flair.

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

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

Not applicable at this time.

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

Not applicable at this time.

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.

Our signs were supposed to be installed on September 2nd to prepare us for our soft opening and grand opening party.

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

N/A

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

N/A

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

a. Attorney's Name: Louis A. Simoni, Esquire

b. Address: PO BOX 222, AUDUBON, NJ 08106

c. Phone Number: (856) 295-1515

d. E-mail Address: lou@simonilaw.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.

Annalise Long

Applicant

Annalise Long

Legal Owner

~~8/27/2025~~ 8/28/25 *AL*

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

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

Commonwealth of Pennsylvania - Notary Seal
Christina Jakielaszek, Notary Public
Montgomery County
My commission expires May 25, 2029
Commission number 1078049
Member, Pennsylvania Association of Notaries

Christina Jakielaszek

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 ☐

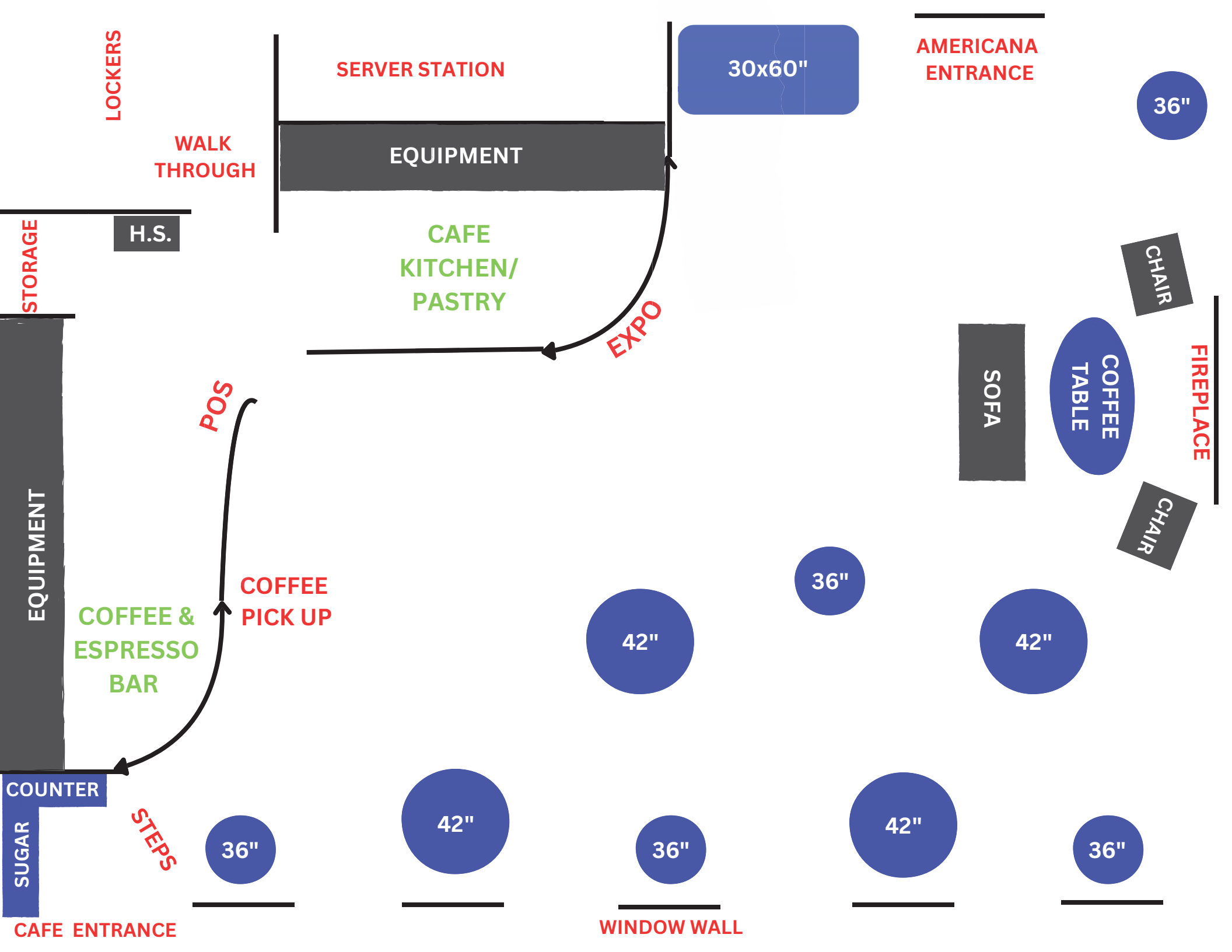
MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐

DATE OF ORDER: _____



LEASE AGREEMENT

between

LANDLORD:

MARYANNE MOORE,
an individual

and

TENANT:

THE BROVER GROUP LLC,
a Pennsylvania limited liability company

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**"), dated and effective as of December 1, 2021 (the "**Effective Date**"), is by and between MARYANNE MOORE, an individual (the "**Landlord**"), and BROVER GROUP LLC, a Pennsylvania limited liability company (the "**Tenant**").

Background:

Landlord is the owner of a parcel of land, together with the improvements thereon (collectively, the "**Property**"), including a certain commercial building, consisting of approximately 10,828 square feet of space, located at 16 East 1st Avenue, Conshohocken, PA 19428 (the "**Building**"). Landlord desires to lease and demise a portion of the Building to Tenant, and Tenant desires to rent and lease a portion of the Building from Landlord, on the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the mutual benefits hereunder, and intending to be legally bound hereby, the parties agree as follows::

1. DEFINITIONS. In addition to other terms expressly defined elsewhere in this lease, as used in this lease, the following terms shall be defined as indicated below:

- (a) **Landlord's Address:** Maryanne Moore
403 Maple Wood Drive
Plymouth Meeting, PA 19462
- (b) **Tenant's Address:** The Brover Group LLC
16 East 1st Avenue
Conshohocken, PA 19428
- (c) **Premises:** The Premises consist of approximately 6,109 square feet of floor space within the Building, including the kitchen and restaurant on the first floor (exclusive of the portion of the Building currently leased to Viggiano's Restaurant) and the catering/private dining area on the second floor, being all of the space previously occupied by Lucky Dog Cafe.
- (d) **Permitted Use:** A restaurant and bar.
- (e) **Initial Term:** As defined in Section 3.1 below.
- (f) **Commencement Date:** The Effective Date.
- (g) **Rent Commencement Date:** February 1, 2022.
- (h) **Renewal Terms:** As defined in Section 3.2 below.
- (i) **Term:** The Initial Term together with the Renewal Terms, if any.
- (j) **Security Deposit:** The sum of \$21,700.

- (k) **Base Rent:** As defined in Section 5.1 below.
- (l) **Lease Year:** Each period of twelve (12) full consecutive calendar months beginning with the Rent Commencement Date, and each subsequent period of twelve (12) consecutive calendar months during the Term, provided that if the Rent Commencement Date is a day other than the first day of a calendar month, then such initial fractional month plus the next succeeding twelve (12) full calendar months shall constitute the first Lease Year of the Initial Term.
- (m) **Legal Requirements:** All laws, statutes, ordinances, codes, rules, regulations, directives, orders, and/or requirements of any Governmental Authorities, including all requirements and conditions of any licenses, permits or approvals issued by any Governmental Authorities with respect to the Premises or Property, or any part thereof.
- (n) **Governmental Authorities:** All governmental or quasi-governmental, agencies, authorities, boards (including, without limitation, environmental protection, planning and zoning), bodies, courts, bureaus, commissions, departments, offices and instrumentalities of any nature whatsoever, whether, of the Borough of Conshohocken, or any other unit of the United States or the Commonwealth of Pennsylvania or any political subdivision of any of the foregoing, whether now or hereafter in existence, having jurisdiction over the Property or any portion thereof, or the businesses operated thereon.

2. DEMISE; PREMISES. Landlord hereby leases, rents, and demises to Tenant, and Tenant hereby accepts from Landlord, subject to the terms and provisions of this Lease, the Premises. In addition to the Premises, Landlord hereby grants to Tenant, for and during the Term, on a non-exclusive basis and in common with other tenants of the Building, in a proper and lawful manner, and subject to the terms of this Lease and to such reasonable rules, regulations, limitations and requirements as Landlord may from time to time prescribe with respect thereto, the sidewalks adjacent to the Premises solely for pedestrian ingress and egress to and from the Premises.

3. TERM.

3.1 Initial Term. The terms and conditions of this Lease shall be effective at all times on and after the Commencement Date. The initial term of this Lease shall commence on the Commencement Date and terminate at midnight on the last day of the sixtieth (60th) full calendar month following the Rent Commencement Date (the "**Initial Term**"), unless sooner terminated or extended as provided herein.

3.2 Renewal Terms. Tenant shall have the right and option to extend the Term (the "**First Renewal Option**") for an additional period of five (5) years beyond the Initial Term to commence upon the expiration of the Initial Term and to expire on the fifth (5th) anniversary thereof (the "**First Renewal Term**"); and if the First Renewal Option is effectively exercised, Tenant shall the right and option extend the Term beyond the First Renewal Term (the "**Second Renewal Option**") and together with the First Renewal Option, the "**Renewal Options**" and each, a "**Renewal Option**") for an additional period of five (5) years to commence upon the expiration of the First Renewal Term and to expire on the fifth (5th) anniversary thereof (the "**Second Renewal Term**" and together with the First Renewal Term, the "**Renewal Terms**" and each, a "**Renewal Term**"), subject

to the following terms and conditions:

(1) At the time that the Renewal Option is exercised, and at the time that the Renewal Term commences, this Lease shall be in full force and effect and there shall exist no Event of Default (as defined below) continuing beyond any applicable cure period;

(2) The First Renewal Option must be exercised, if at all, by written notice provided to Landlord at least nine (9) months, but not more than thirty (30) months, prior to the expiration of the Initial Term; and the Second Renewal Option must be exercised, if at all, by written notice provided to Landlord at least nine (9) months, but not more than thirty (30) months, prior to the expiration of the First Renewal Term;

(3) When effectively exercised, the Renewal Option shall apply to the entire Premises; and

(4) All of the terms and conditions of this Lease shall apply during the Renewal Term, except that there shall be no free rent or rent abatement period.

3.3 Expiration of the Term. Unless sooner terminated or extended by the exercise of a Renewal Option, the Term of this Lease shall end, and this Lease shall automatically terminate without the necessity for notice from either party to the other or any other action by either party, at 5:00 p.m. local time on the last day of the Initial Term or, if a Renewal Option has been properly exercised in accordance with the terms hereof, the last day of the applicable Renewal Term.

3.4 Holding Over. If Tenant retains possession of the Premises or any part thereof after the expiration or sooner termination of the Term, a tenancy at sufferance shall be deemed to exist and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay to Landlord, as partial compensation for such unlawful retention, for each month or partial month Tenant remains in the Premises after the expiration or sooner termination of the Term, one hundred fifty percent (150%) of amount of the Base Rent otherwise due during the last full month of the then Term and shall continue to pay Additional Rent (as defined below) as otherwise specified in this Lease. Such payments for unlawful retention shall not limit any and all rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, including, but not limited to, all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession, or create any right in Tenant to continue in possession of the Premises.

4. CONDITION OF THE PREMISES.

4.1 As-Is Condition. Tenant acknowledges that Tenant has inspected the Premises and conducted such tests and inquiries as it deems prudent to determine whether the Premises are suitable for the Permitted Use, and has accepted the Premises based upon such investigation and without reliance upon any representations or warranties by Landlord, except as may be expressly contained herein. Tenant hereby accepts possession of the Premises in their present condition "AS IS". Landlord shall have no obligation to perform any alterations, additions, improvements or repairs to the Premises to prepare them for Tenant's use and occupancy. Tenant acknowledges that, except as expressly set forth in this Lease and the exhibits hereto, neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Property, or their condition, or with respect to the suitability thereof for the conduct

of the Permitted Use. The taking of possession of a Premises by Tenant shall be deemed to confirm that the Premises are in good and satisfactory condition and repair.

4.2 Tenant's Work. Tenant shall not make any alterations or additions to the Premises, whether before or after the Commencement Date, except with the prior written approval of Landlord, and then only in accordance with the requirements of Article 9 of the Lease, all other requirements of this Lease with respect to work performed by Tenant in the Premises, and such other conditions as Landlord may reasonably require, including, without limitation, that Tenant maintain or cause its contractors to maintain appropriate insurance coverage and pay for any increased costs to Landlord occasioned by or attributable to any such alterations or additions.

5. RENT.

5.1 Base Rent. The rent payable by Tenant for the Premises (the "Base Rent") during the Term shall be as follows:

Initial Term	Monthly Installment of Base Rent
1 st Lease Year	\$10,850.00
2 nd Lease Year	\$11,175.50
3 rd Lease Year	\$11,510.77
4 th Lease Year	\$11,856.09
5 th Lease Year	\$12,211.77
First Renewal Term	
6 th Lease Year	\$12,578.12
7 th Lease Year	\$12,955.47
8 th Lease Year	\$13,344.13
9 th Lease Year	\$13,744.46
10 th Lease Year	\$14,156.79
Second Renewal Term	
11 th Lease Year	\$14,581.49
12 th Lease Year	\$15,018.94
13 th Lease Year	\$15,469.51

14 th Lease Year	\$15,933.59
15 th Lease Year	\$16,411.60

Tenant shall pay the monthly installments of Base Rent to Landlord in advance, on or before the first day of each calendar month during the Term, without notice or demand and without any offset or deduction, except that the monthly installment of Base Rent for February, 2022, shall be due and payable on the Commencement Date.

5.2 Discount. Notwithstanding the terms of Section 5.1, Tenant shall have the option to prepay the Base Rent for an entire Lease Year, and if such payment is made on or before the commencement of the Lease Year, the Base Rent for such Lease Year shall be discounted by five percent (5%).

5.3 Additional Rent. In addition to the Base Rent payable by Tenant hereunder, Tenant shall also be responsible for the payment of all utility services supplied to the Premises. Tenant shall be responsible for all repair and replacement expenses, all expenses relating to compliance with Legal Requirements, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to Tenant's use and occupancy of the Premises, which may arise or become due during the Term. In the event Tenant fails to pay or discharge any utility charge or expense which it is obligated to pay or discharge after written notice from Landlord, Landlord may, but shall not be obligated to pay the same, and in that event Tenant shall reimburse Landlord within ten (10) days of Landlord's written demand therefor and pay the same as additional rent (all such items are sometimes hereinafter collectively referred to as "**Additional Rent**" and together with the Base Rent, the "**Rent**"). Tenant hereby agrees to indemnify, defend and save Landlord harmless from and against such utility charges, maintenance and repair expenses, expenses relating to compliance with Legal Requirements, and all other costs, fees, charges, expenses, reimbursements and obligations above described. Landlord shall have the same rights and remedies as for a failure to pay Additional Rent as it does for a failure to pay Base Rent. Tenant shall not be responsible for the payment of any real estate taxes or assessments imposed upon the Property by any Governmental Authorities. Tenant will be responsible for the payment of any use and occupancy taxes hereafter imposed by any Governmental Authorities on the use or occupancy of real estate.

5.4 Default Rate. If any portion of Rent shall be due and unpaid for more than thirty (30) days, it shall thereafter bear interest at the per annum rate equal to three percent (3%) per annum greater than the prime rate of interest announced from time to time by Wells Fargo Bank, National Association (or its successor), as the same may change from time to time (the "**Default Rate**"), from the due date until the date of payment thereof by Tenant.

5.5 Late Charge. If any payment of Rent or any part thereof to be made by Tenant to Landlord pursuant to the terms of this Lease shall become overdue for a period in excess of ten (10) days a late charge of Ten Cents (\$0.10) for each dollar so overdue shall be paid by Tenant for the purpose of defraying the expense incident to handling such delinquent payment. Nothing herein or in the imposition or acceptance of a late charge by Landlord shall be construed as a waiver of any rights of Landlord arising out of any Event of Default; the right to collect any late charge or interest is separate and apart from any rights or remedies of Landlord relating to any

default by Tenant.

5.6 Security Deposit. Tenant shall deposit the Security Deposit with Landlord upon the execution of this Lease. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default. If Tenant defaults with respect to any provision of this Lease, Landlord may use any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion is so used, Tenant shall within five (5) days after written demand therefor, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. Except to such extent, if any, that that security deposit is used by Landlord as aforesaid, if Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within sixty (60) days following the expiration or sooner termination of the Lease.

5.7 Partial Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the correct Base Rent or Additional Rent due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

6. USE.

6.1 Permitted Use. Tenant may use the Premises only for the Permitted Use and for no other use or purpose whatsoever.

6.2 Prohibited Uses. Tenant shall not do, or permit to be done, anything in or about the Premises, nor bring or keep anything therein, which will in any way unreasonably increase the existing rate of, or otherwise affect any fire or other insurance policy upon the Property, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of its contents. Tenant shall not do anything which unreasonably obstructs or interferes with the rights of other tenants, owners, or occupants of the Building (and Tenant shall take all reasonable action to prevent offensive odors, emissions, fumes, liquids, other substances or excessive noise from escaping or extending beyond the Premises), nor shall Tenant use or allow the Premises to be used for any unlawful purpose. Tenant shall not produce or cause to be produced excessive waste in or upon the Premises, and shall refrain from using or permitting the use of the Premises or any portion thereof as living quarters, sleeping quarters, or lodging. No auction, fire, bankruptcy, "going out of business", or other distress sale of any nature may be conducted on the Premises without the prior written consent of Landlord.

6.3 Operation of Business. By no later than the Rent Commencement Date, Tenant shall commence its Permitted Use at the Premises, and thereafter during the Term continuously and actively operate and conduct its business at the Premises during business hours,

except for temporary interruptions alteration or refurbishing of the Premises in accordance with the terms of Article 8 of this Lease, or due to fire other casualty, or temporary condemnation or taking by any Governmental Authorities, or any shutdown mandated by Governmental Authorities due to pandemic, or extraordinary weather conditions, or the illness or death of Tenant or a principal of Tenant. If after Tenant commences business activities, Tenant thereafter fails to operate its business in the Premises for more than four (4) consecutive weeks, then Landlord shall have an option, exercisable by thirty (30) days prior written notice from Landlord to Tenant, to terminate this Lease, and in which event this Lease shall terminate on such thirtieth (30th) day after the date of such notice, provided, however that any such termination notice from Landlord shall be deemed null and void if Tenant opens for business within such thirty (30) day period remains open during business hours continuously thereafter for not less than twelve (12) consecutive calendar months. If such termination occurs, (i) neither party shall have any rights, estates, liabilities or obligations under this Lease for the period accruing after the termination date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the term of this Lease; and (ii) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord on or before the termination date in the condition required under this Lease for surrender of the Premises.

6.4 Compliance with Laws. Tenant shall, at its sole cost and expense, promptly comply with all Legal Requirements with respect to the Premises due to Tenant's use and occupancy of the Premises and Tenant's business conducted thereon, or any alterations or improvements made by Tenant to the Premises. Tenant shall not use the Premises in any manner that would be inconsistent with or in violation of any Legal Requirements, provided, however, Tenant shall not be required to make any structural upgrades, improvements, or alterations to the Premises in order to comply with the requirements of this Article unless due to any negligent or intentional acts or omissions of Tenant or any alterations made to the Premises by or on behalf of Tenant, or required by any Legal Requirements applicable to Tenant's business.

6.5 Trash Storage. Tenant shall store all its trash and refuse in appropriate trash containers designed for commercial use, which shall be kept within the Premises, except for a period from after sunset on the evening before the day of Tenant's trash collection contractor until the container is emptied by such contractor.

6.6 Building Prohibited Uses. Tenant shall not use the Premises nor knowingly allow any third party to use the Premises at any time for any use that adversely affects, or is incompatible with, the health and safety regulations. Such prohibited uses include (i) the storage, manufacture or sale of any explosives, flammables or other inherently dangerous substance, chemical, or device, except as otherwise permitted pursuant to Section 24.1, (ii) placing any loads upon any floor, wall or ceiling which might damage or endanger any portion of the Building, (iii) the sale of drugs, gambling, the operation of a massage parlor, theater, night club, game room or arcade open to the public, (iv) the sale or distribution of pornographic materials, erotic displays or activities or other use which would be inconsistent with the operation of the Premises. If Tenant fails to cure any breach of this provision within thirty (30) days of written notice of such breach shall be deemed an Event of Default (as defined below), and in addition to all other remedies as may be available, Landlord shall be entitled to equitable and injunctive relief, and Tenant shall be responsible for reimbursing Landlord for all attorney fees and legal expenses incurred in conjunction with Landlord the enforcement of the terms of this Article 6.

7. MAINTENANCE AND REPAIRS.

7.1 Maintenance and Repairs by Tenant. Tenant, at Tenant's cost, shall at all times throughout the Term, at its sole cost and expense, keep the interior of the Premises, including the interior walls and nonstructural portions of the Premises, as well as exterior doors and entrances, all windows, including plate glass windows, floor coverings, sills, door closures, moldings, trim of all doors and windows, partitions, door surfaces, fixtures, and equipment (including lighting), in good order, condition, and repair. Without limiting the generalities thereof, Tenant shall keep the glass of all windows, doors, and showcases clean and presentable; immediately replace all broken glass in the Premises; keep all plumbing exclusively serving and within the Premises (including pipes, drains, toilets, basins, and water heaters) reasonably clean and in a good state of repair; maintain, repair, and replace the HVAC system exclusively serving the Premises; and keep all utilities exclusively serving the Premises, including circuit breaker, panel box, and Tenant's meters within the Premises, in a good state of repair. All such work and repairs shall be performed in a good and workmanlike manner, by qualified contractors or workers, licensed to perform such work where required by any Legal Requirements. Tenant shall also be responsible for the cost of all repairs to the Building, or any part thereof, made necessary as a result of any damage due to any act or neglect of Tenant, or its agents, employees, invitees or licensees.

7.2 Failure to Maintain by Tenant. If Tenant fails to keep and preserve the Premises as set forth in Section 7.1 above, and Tenant has not cured the same after Landlord has given Tenant notice of such failure, Landlord may, at its option, put or cause the same to be put in the condition and state of repair required by Section 7.1, and in such case, upon demand by Landlord, Tenant shall immediately pay the entire cost thereof as Additional Rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant timely to do so.

7.3 Maintenance and Repairs by Landlord. Except as otherwise provided in Section 7.1, Landlord shall at all times throughout the Term, at its expense keep and maintain in good condition and repair, the roof and structural components of the Building (other than doors and windows to the Premises or other tenant spaces), and structural components of the Building, including foundations, footings, exterior surfaces and paint, all structural systems, including without limitation, the roof, roof membrane, roof covering, load bearing walls, sub-floors, slabs, and masonry walls.

8. UTILITY SERVICES.

8.1 Tenant's Obligations. Commencing on the Commencement Date and continuing throughout the Term, Tenant shall pay, as Additional Rent, before delinquency, at its sole cost and expense, all charges for water, gas, electricity, telephone service, and trash removal services supplied to the Premises. The charges for such services shall be measured by meters or sub-meters installed by Landlord. Such payment shall be made by Tenant to the utility company providing the utility service, as Landlord may require, and shall be due upon Tenant's receipt of an invoice therefor. Such charges shall include, without limitation, all surcharges, taxes, fuel adjustments, transfer charges and other similar charges payable by Landlord to the utility company with respect thereto. Tenant shall be responsible for establishing service and service accounts with all such utility service providers, except as may be otherwise directed by Landlord

8.2 Interruptions. Landlord shall not be liable to Tenant in damages or otherwise if the utilities or services are interrupted or terminated because of necessary repairs,

installations, improvements, or due to any other cause beyond Landlord's control, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder, except that if Tenant is unable to operate its business as a result of such interruption of services and ceases the use and operation of the Premises, and such interruption is not restored within ten (10) business days, commencing upon the 11th business day there shall be an abatement of Base Rent hereunder for the remainder of the period of the interruption or until Tenant resumes business operations in the Premises, whichever occurs earlier.

9. ALTERATIONS.

9.1 Tenant's Alterations. Tenant shall not make any alterations, additions or other physical changes in or about the Premises (collectively, "**Alterations**") other than decorative alterations such as painting, wall coverings and floor coverings, (collectively, "**Decorative Alterations**"). Any Alterations, other than Decorative Alterations, shall not be performed without Landlord's prior consent, which consent shall not be unreasonably withheld if such Alterations (i) do not affect any building systems or the structural components of the Building, (ii) affect only the Premises and are not visible from outside of the Premises, (iii) do not affect the certificate of occupancy issued for the Building or Premises, (iv) do not violate any Legal Requirements.

9.2 Plans and Specifications. Prior to making any Alterations, other than Decorative Alterations, Tenant, at its expense, shall (i) submit to Landlord for its approval, detailed plans and specifications ("**Plans**") of such proposed Alterations, and with respect to any Alterations affecting any building system, evidence that the Alterations have been designed by, or reviewed and approved by, Landlord's designated engineer for the affected building system, (ii) obtain all permits, approvals and certificates required by any Governmental Authorities, (iii) furnish to Landlord certificates of worker's compensation (covering all persons to be employed by Tenant, and Tenant's contractors and subcontractors in connection with such Alteration) and commercial general liability (including property damage coverage) insurance, all in such form, with such companies, for such periods and in such amounts as Landlord may reasonably require, naming Landlord and any Mortgagee (as hereinafter defined) as additional insureds, and (iv) furnish to Landlord reasonably satisfactory evidence of Tenant's ability to complete and fully pay for such Alterations. Tenant shall give Landlord not less than five (5) business days' notice prior to performing any Decorative Alteration, which notice shall contain a description of such Decorative Alteration.

9.3 Governmental Approvals. Tenant, at its expense, shall, as and when required, promptly obtain certificates of partial and final approval of such Alterations required by any Governmental Authorities and shall furnish Landlord with copies thereof, together with "as-built" Plans for such Alterations prepared on an AutoCAD Computer Assisted Drafting and Design System (or such other system or medium as Landlord may accept).

9.4 Manner and Quality of Alterations. All Alterations shall be performed (i) in a good and workmanlike manner and free from defects, (ii) substantially in accordance with the Plans, and by contractors approved by Landlord, and (iii) in compliance with all Legal Requirements, the terms of this Lease, and all construction procedures and regulations then prescribed by Landlord. All materials and equipment shall be of first quality and at least equal to the applicable standards for the Building then established by Landlord, and no such materials or equipment shall be subject to any lien or other encumbrance.

9.5 Removal of Alterations. On or prior to the expiration of the Term or earlier

termination of the Lease, Tenant shall, upon request by Landlord, at Tenant's expense, remove any Alterations installed or performed by Tenant during the Term, and repair any damage caused by such removal, and restore the Premises to the condition existing prior to the installation of such Alterations. If at the time the Plans for any Alteration are submitted to Landlord Tenant requests in writing that Landlord confirm which Alterations Landlord will required be removed, then Landlord at the time of Landlord's approval of such Alterations shall notify Tenant in writing of such Alterations, if any, that Tenant will be required to remove as aforesaid. If Tenant shall fail to remove any such Alterations, or repair and restore the Premises as aforesaid, Landlord may, at its option, perform such work, and in such case, upon demand by Landlord Tenant shall immediately pay the entire cost thereof as Additional Rent.

9.6 Mechanic's Liens. Tenant shall not permit any mechanic's liens to be created or imposed against the Premises or the Building in connection with the performance of any Alterations or other work performed by or on behalf of Tenant. All work performed, materials furnished, or obligations incurred by or at the request of Tenant shall be deemed authorized and ordered by Tenant only. To the extent permitted by law, prior to commencement of any work and not later than ten (10) days after the execution of their respective contracts, all contractors, subcontractors and materialmen who will perform all or any portion of the work shall file waivers of mechanic's liens in the appropriate public office, which waivers shall be effective to preclude the creation of any mechanic's liens on account of the work to be performed. Upon completion of any such work, Tenant shall deliver to Landlord final unconditional lien releases from all contractors, subcontractors and materialmen who performed such work. If a mechanics' lien is created, then Tenant shall, within ten (10) days after Tenant becomes aware of such lien, either (i) pay the amount of the lien and cause the lien to be released of record, or (ii) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including attorney's fees, expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work.

9.7 Labor Relations. All contractors engaged to perform the Tenant's Work shall be approved by Landlord in advance, which approval shall not be unreasonably withheld. Tenant shall not employ, or permit the employment of, any contractor, mechanic or laborer, or permit any materials to be delivered to or used in the Building, if, in Landlord's reasonable judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Building or Property by Landlord, Tenant or others. If such interference or conflict occurs, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building immediately.

9.8 Tenant's Costs. Tenant shall pay promptly to Landlord, upon demand, all out-of-pocket costs actually incurred by Landlord in connection with Tenant's Alterations, if any.

9.9 Legal Compliance. The approval of Plans, or consent by Landlord to the making of any Alterations, does not constitute Landlord's representation that such Plans or Alterations comply with any Legal Requirements. Landlord shall not be liable to Tenant or any other party in connection with Landlord's approval of any Plans, or Landlord's consent to Tenant's performing any Alterations. If any Alterations made by or on behalf of Tenant, require Landlord to make any alterations or improvements to any part of the Building or Property in order to comply with any Legal Requirements, Tenant shall pay all costs and expenses incurred by Landlord in connection with such alterations or improvements.

10. ASSIGNMENT AND SUBLETTING.

10.1 Landlord's Consent Required. Tenant shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Lease or any interest therein, nor sublet the whole or any part of the Premises (each, and collectively, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent if, in Landlord's reasonable business judgment: (1) the financial condition of the proposed transferee is not at least comparable, in Landlord's reasonable determination, to the financial condition (as of the date of this Lease) of the Tenant named herein; (2) if the proposed use within the Premises is prohibited under the terms of this Lease, does not comply with Legal Requirements or conflicts with exclusive use rights granted to another tenant of the Building or otherwise incompatible or inconsistent with the character, use, and image of the Building; (3) if the business reputation and experience of the proposed transferee is not sufficient, in Landlord's reasonable opinion, for it to operate a business of the type and quality consistent with other tenants in the Building; (4) the nature of the fixtures and improvements to be performed or installed are not consistent with general retail use and the terms of this Lease; (5) if the proposed transferee is an existing tenant of Landlord or an affiliate of Landlord (except if Landlord, or an affiliate of Landlord, has no other available space) or is currently negotiating or has negotiated within the prior twelve (12) months with Landlord for other space in the Building; (6) if the proposed user is a governmental authority or agency; (7) if the proposed transferee will be using or if Landlord has reasonable cause to believe that it is likely to use Hazardous Materials at the Premises other than those types of Hazardous Materials normally used in retail operations in compliance with all Legal Requirements; or (8) if Landlord has reasonable cause to believe that the proposed transferee's assets, business or inventory would be subject to seizure or forfeiture under any laws related to criminal or illegal activity.

10.2 Requesting Consent. If Tenant desires to effect a Transfer, Tenant shall submit such request to Landlord, in writing, together with reasonably detailed information as to the identity and business information and business history of the proposed assignee or subtenant, as well as the proposed effective date of the Transfer and a description of the consideration for the Transfer, together with the payment of an administrative fee of \$2,500 to cover all of Landlord's costs and expenses in connection with the review of Tenant's request. Landlord shall respond, by either approving or rejecting Tenant's request, or by requesting additional information from Tenant with respect to the Transfer, within ten (10) business days after receipt of all required information, documentation and payment of the administrative fee, and Landlord's failure to so respond within

such time period shall be deemed a consent to the Transfer. In the event Landlord rejects Tenant's request for a Transfer, Landlord shall provide Tenant with a reasonably detailed written explanation as to the reasons for withholding such consent.

10.3 Landlord's Consent. If Landlord consents to a Transfer, the effectiveness thereof shall nevertheless be conditioned on the following: (i) receipt by Landlord of a fully executed copy of the full documentation governing the Transfer, (ii) if the Transfer is a sublease, the sublessee shall agree that (x) its rights arise through and are subject to the Lease, and shall agree to comply with the Lease, and (y) upon request by Landlord, sublessee shall pay all Base Rent and Additional Rent directly to Landlord, and (iii) if the Transfer is an assignment, the assignee shall assume in writing all obligations of Tenant hereunder from and after effective date of such Assignment. In no event shall Landlord's consent to any Transfer serve to release Tenant from its liability under the Lease.

10.4 Recapture. Upon receipt of Tenant's request for consent to a proposed Transfer, Landlord may elect to recapture the Premises in accordance with the terms of this Article. Landlord's election to recapture must be in writing and delivered to Tenant within ten (10) business days of Landlord's receipt of Tenant's request for consent to the proposed Transfer, unless Tenant withdraws its request for such consent within ten (10) days after Tenant's receipt of Landlord's recapture notice, and in which event Landlord's recapture shall be deemed null and void. Landlord's recapture shall be effective as of the date (the "**Recapture Date**") which is the later to occur of (i) sixty (60) days after Landlord's election to recapture, and (ii) the proposed effective date of the Transfer unless such recapture is nullified as provided herein. If Landlord timely and properly exercises the recapture right as provided herein, and such recapture right is not nullified as provided herein, then neither party shall have any rights, estates, liabilities or obligations under this Lease for the period accruing after the Recapture Date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the term of this Lease, and Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord on or before the Recapture Date in the condition required under this Lease for surrender of the Premises.

11. ASSUMPTION OF RISK AND WAIVER. Landlord shall not be liable to Tenant, Tenant's employees, agents, contractors, invitees or invitees for: (i) the loss or damage to property of Tenant, or of others, located in, on or about the Premises, by theft or otherwise (ii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, or (iii) any such damage caused by other tenants or persons in the Building or occupants of the Apartments, or the public, or caused by operations in construction of any private, public or quasi-public work, in each case to the extent not due to the gross negligence or willful misconduct of Landlord or the Landlord Parties. Neither Landlord nor Tenant shall in any event be liable for any consequential damages or loss of business or profits and each party hereby waives any and all claims for any such damages, except as expressly provided in Section 3.4; provided, however, no part of the Base Rent or any Additional Rent shall be deemed "profit" or otherwise considered to be consequential damages. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, except to the extent due to the gross negligence or willful misconduct of Landlord.

12. INDEMNIFICATION.

12.1 Indemnification. Tenant shall be liable for, and shall indemnify, defend, protect and hold the Landlord and each of its respective, affiliates, partners, members, directors, officers, employees and agents, and their heirs, successors and assigns (collectively, the “**Indemnified Parties**”) harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including reasonable attorneys' fees and court costs (collectively, “**Indemnified Claims**”), arising or resulting from (i) any occurrence within the Premises; (ii) any negligence or willful misconduct of Tenant or any of Tenant's principals, officers, employees and agents (collectively, the “**Tenant Parties**”); (iii) the use of the Premises and Common Areas and conduct of Tenant's business by Tenant or any Tenant Parties, or any other activity, work or thing done, permitted or suffered by Tenant or any Tenant Parties, in or about the Premises; (iv) any failure by Tenant to satisfy or perform any obligations on Tenant's part to be performed under the terms of this Lease, including any violation by Tenant or any Tenant Parties of any Legal Requirements. Tenant's obligation to indemnify the Indemnified Parties shall apply and pertain regardless of whether or not an Indemnified Claim is caused or alleged to be caused in part by one or more of the Indemnified Parties.

12.2 Defense. Tenant shall defend each of the Indemnified Parties through counsel approved by such Indemnified Parties in any action, proceeding, or arbitration brought against the Indemnified Parties by reason of any Indemnified Claims. The duty to defend the Indemnified Parties under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Tenant or any Indemnified Parties. The duty to defend arises immediately upon presentation of an Indemnified Claim by any Indemnified Parties and written notice of such Indemnified Claim being provided to Tenant. Tenant's obligation to defend the Indemnified Parties shall not apply to the extent any action, proceeding, or arbitration asserts or alleges that the injury to the claimant resulted solely from the negligence or misconduct of the Indemnified Parties.

12.3 Workers Compensation. Solely for purposes of ensuring that the Indemnified Parties gain the benefit of Tenant's indemnification obligations hereunder, Tenant agrees not to raise, as a defense to Tenant's obligation to indemnify the Indemnified Parties, any right to immunity as an employer under the Pennsylvania Worker's Compensation Act, and any similar worker's compensation or liability act or law, in connection with any claims, demands, actions or judgments by any employees of Tenant.

12.4 Survival; No Release of Insurers. Tenant's obligations under this Article 12 shall survive the expiration or earlier termination of this Lease. Tenant's obligations under this Article 12 are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by a party pursuant to the provisions of this Lease.

13. INSURANCE.

13.1 Insurance Coverages. Effective as of the date Tenant enters upon or occupies the Premises (or any part thereof), and continuing throughout the Term, Tenant shall obtain and maintain and promptly pay all premiums for the following types of insurance in the amounts specified and in the form heretofore provided for:

- (1) Commercial General Liability Insurance. Insurance covering the

Premises and Tenant's use thereof, against all claims and liability for bodily or personal injury or death, and property damage occurring upon, in or about the Building (or any part thereof) or arising from the use and occupancy thereof, and expressly including coverage for liquor host liability, such insurance to afford protection to the limit of not less than \$2,000,000.00 combined single limit in respect of injury or death to any number of persons arising out of any one occurrence per annum. The insurance coverage required under this Article shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for under this Lease. The certificate of insurance evidencing the commercial general liability form of policies shall specify on the face thereof that Landlord and any mortgagee holding mortgage on the Property, or any part thereof, as additional insureds on such policy. If the use and occupancy of the Premises includes any activity or matter that is or may be excluded from coverage under a commercial general liability policy, Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter in such amounts as Landlord may reasonably require.

(2) Property and Plate Glass Insurance. Insurance covering Tenant's trade fixtures and personal property, and all plate glass, from time to time in, on or upon or affixed to the Premises, the Premises. All such insurance coverage shall be in amounts not less than one hundred percent (100%) of the full replacement cost from time to time during the Term, providing protection against perils included within the standard state form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism and malicious mischief. All other policy proceeds from insurance coverage carried by Tenant above shall be held in trust by Tenant's insurance company for the repair, reconstruction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the terms hereof.

(3) Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance affording statutory coverage and containing statutory limits, with the Employer's Liability portion thereof to have minimum limits of not less than \$100,000.00.

13.2 Insurance Requirements. All policies of insurance required under this Article 13 to be maintained by Tenant shall be issued in form and substance acceptable to Landlord by insurance companies with a rating and financial size of "A-X" (as to property insurance) and B+/VIII (as to liability insurance) or better in the then current edition of "Best's Insurance Reports", and qualified to do business in the Commonwealth of Pennsylvania. Tenant shall provide to Landlord, an ACORD 27 certificate of insurance on the date that this Lease is executed by Tenant and thereafter within thirty (30) days prior to the expiration of each such policy, and as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All insurance policies shall contain a provision that the insurer will give to Landlord and such other parties in interest notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance, and shall be written as a primary policy which does not contribute to and is not in excess of coverage carried by Landlord.

13.3 Blanket Policy. Any insurance required by this Article 13 may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that: (i) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance; (ii) any such policy or policies (except Workers' Compensation and Employer's Liability

insurance) shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the Tenant's Work and property; and (iii) the requirements set forth in this Article 13 are otherwise satisfied.

13.4 Waiver of Subrogation. Tenant and Landlord, respectively, hereby release each other from any and all liability or responsibility to the other for all claims or anyone claiming by, through or under it or them by way of subrogation or otherwise for any loss or damage to property covered by insurance, whether or not such insurance is maintained by the other party. This release shall be applicable and in full force and effect, however, only to the extent of and with respect to any loss or damage occurring during such time as the policy or policies of insurance covering such loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover thereunder. To the extent available, Landlord and Tenant further agree to provide such endorsements for such insurance policies agreeing to the waiver of subrogation as required herein.

13.5 Insurance Not a Limitation. Notwithstanding anything to the contrary contained in this Lease, the insurance requirements set forth herein shall in no way be intended to modify, limit or reduce Tenant's obligations under this Lease (including, but not limited to, Tenant's indemnification obligations under Article 12 hereof) or to limit Tenant's liability hereunder to the limits of policies of insurance required to be maintained by Tenant hereunder.

14. DEFAULT AND REMEDIES.

14.1 Default. The occurrence of any one or more of the following events shall constitute a default of this Lease by Tenant (each, an "**Event of Default**"): (a) Tenant fails to pay Base Rent or any Additional Rent or any other sums payable to Landlord hereunder when due and such failure shall continue for ten (10) days after written notice thereof by Landlord (provided, however, that Landlord shall not be required to give any such notice more than once within any twelve (12) month period); or (b) Tenant fails to maintain any of the insurance required to be maintained by Tenant pursuant to Article 13; or (c) Tenant vacates or abandons the Premises during the term hereof or removes or manifests an intention to remove substantially all of Tenant's goods or property therefrom; the making by Tenant of any general assignment for the benefit of creditors; or (d) (i) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days), (ii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within ninety (90) days, or (iii) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within ninety (90) days; or (e) Tenant shall be liquidated or dissolved or shall begin proceedings towards its liquidation or dissolution (other than, in either case, as part of a Permitted Transfer); or (f) Tenant fails to perform or observe any of the other covenants, obligations, terms or conditions contained in this Lease and such failure continues for thirty (30) days (or such longer period as is reasonably required to correct any such default, provided Tenant promptly commences and diligently continues to effectuate a cure [but in any event within sixty (60) days]) after written notice thereof by Landlord (provided, however, that Landlord shall not be required to give any such notice more than once within any twelve (12) month period).

14.2 Remedies. If an Event of Default occurs then (and notwithstanding any former breach of a covenant or waiver thereof in a former instance), Landlord, in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter do any or all of the following:

(a) Action for Monetary Damages (Accelerated Rent). Landlord may declare to be immediately due and payable, on account of the Base Rent and Additional Rent for the balance of the term of this Lease (taken without regard to any early termination of such term on account of an Event of Default), a sum equal to the Accelerated Rent Component. For purposes hereof, the term "**Accelerated Rent Component**" shall mean the aggregate of: (i) all Base Rent and Additional Rent due from Tenant to Landlord and in arrears at the time of the election of Landlord to recover the Accelerated Rent Component; (ii) the Base Rent reserved for the then entire unexpired balance of the Term (taken without regard to any early termination of the Term by virtue of the Event of Default), plus all other charges, payments, costs and expenses herein agreed to be paid by Tenant to Landlord up to the end of such term which shall be capable of precise determination at the time of Landlord's election to recover the Accelerated Rent Component, discounted to its present value using sound financial practices and a discount rate equal to the discount rate of the Federal Reserve Bank of Philadelphia at the time of Event of Default; and (iii) Landlord's good faith estimate of all charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of such term which shall not be capable of precise determination as aforesaid (and for such purposes no estimate of any component of Additional Rent shall be less than the amount which would be due if each such component continued at the highest monthly rate or amount in effect during the twelve [12] months immediately preceding the Event of Default), which sum shall be discounted to its present value using sound financial practices and a discount rate equal to the discount rate of the Federal Reserve Bank of Philadelphia at the time of Event of Default.

(b) Terminate the Lease; Continuing Liability. Whether or not Landlord has elected to recover the Accelerated Rent Component, Landlord may terminate this Lease and whereupon the term hereby demised and all rights of Tenant hereunder shall expire and terminate and Tenant shall thereupon quit and surrender possession of the Premises to Landlord in the condition elsewhere herein required, and in which event Tenant shall remain liable to Landlord for monetary damages as follows: (i) all Base Rent and Additional Rent accrued hereunder to the date of termination of the Lease, and (ii) all Base Rent and Additional Rent to be paid by Tenant as they come due during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises.

(c) Terminate Tenant's Right of Possession; Continuing Liability. Whether or not Landlord has elected to recover the Accelerated Rent Component, Landlord may terminate Tenant's right to possess the Premises without terminating this Lease, in which event Tenant shall pay to Landlord i) all Base Rent and Additional Rent accrued hereunder to the date of termination of the Lease, and (ii) all Base Rent and Additional Rent to be paid by Tenant as they come due during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises.

(d) Re-entry. If following an Event of Default by Tenant, Landlord elects to proceed under this Paragraph 14.2(b) or Paragraph 14.2(c), Landlord may, without further notice,

INVALIDATED WITHOUT A FINAL DECISION ON THE MERITS OF THE CLAIM. SUCH POWERS MAY BE EXERCISED AS WELL AFTER THE EXPIRATION OF THE ORIGINAL TERM, DURING ANY EXTENSION OR RENEWAL, AND/OR AFTER THE TERMINATION OF THIS LEASE.

(b) POSSESSION. WHEN THIS LEASE SHALL BE TERMINATED BY REASON OF A DEFAULT BY TENANT OR ANY OTHER REASON WHATSOEVER, EITHER DURING THE TERM, OR FOLLOWING THE EXPIRATION OF THE TERM, TENANT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY AND ALL SUITS, ACTIONS OR ACTIONS WHICH MAY BE BROUGHT FOR POSSESSION AND/OR EJECTMENT AND TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE SHALL BE LANDLORD'S SUFFICIENT WARRANT. UPON SUCH CONFESSION OF JUDGMENT FOR POSSESSION, IF LANDLORD SO DESIRES, A WRIT OF EXECUTION OR OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES SHALL REMAIN IN OR BE RESTORED TO TENANT, THEN LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT OR CONTINUING DEFAULT OR DEFAULTS, OR AFTER EXPIRATION OF THE LEASE, OR UPON THE TERMINATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE FURTHER ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES.

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

14.5 Landlord's Assignees. The right to confess judgment against Tenant and to enforce all of the other provisions of this Lease herein provided for, at the option of any assignee of this Lease, may be exercised by any assignee of Landlord's right, title and interest in this Lease in Tenant's own name, notwithstanding the fact that any or all assignments of such right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly of May 28, 1715, 1 Sm. L. 94, and all supplements and amendments thereto that have been or may hereafter be passed. Tenant hereby expressly waives the requirements of such Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

14.6 Tenant's Counsel. Tenant acknowledges that it has been represented by counsel in connection with the negotiation of this Lease, that it has read and discussed with such counsel the provisions herein relating to confession of judgment, and that it understands the nature

and consequences of such provisions.

14.7 Waivers.

(a) Waiver of Defects. The parties hereby waive all technical errors and defects of a procedural nature in any proceedings brought against it by each other under this Lease. The parties hereby further waive the right to trial by jury and any notices to quit as may be specified in the Landlord and Tenant Act of Pennsylvania, Act of April 6, 1951 (68 P.S.C.A. Section 250.101 et seq.), as the same may have been or may hereafter be amended, and agrees that the notices provided in this Lease shall be sufficient in any case where a longer period may be statutorily specified.

(b) Waiver of Jury Trial. Landlord and Tenant agree that any suit, action or proceeding, whether claim or counterclaim, brought with respect to this Lease or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. Landlord and Tenant each hereby knowingly, voluntarily, intentionally and intelligently, and with the advice of its counsel, waives any right to a trial by jury in any such suit, action or proceeding. Landlord and Tenant acknowledge and agree that this Paragraph is a specific and material aspect of this Lease and that Landlord and Tenant would not enter into this Lease if the waiver set forth in this Paragraph were not a part of this Lease.

(c) Waiver of Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future law if this Lease is terminated, or if Landlord obtains possession of the Premises, or if Tenant is evicted or dispossessed for any cause, by reason of violation by Tenant of any of the provisions of this Lease.

14.8 Non-Waiver by Landlord. The failure of Landlord to insist in any one or more instances upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment in the future of such performance or exercise, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

14.9 Cumulative Remedies. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

15. DAMAGE BY FIRE OR OTHER CASUALTY.

15.1 Casualty. If the Premises is damaged or destroyed by fire, storm or other casualty (each, a "**Casualty**"), Landlord and Tenant each agrees to give to the other written notice of such Casualty promptly after receiving notice of such Casualty. Landlord shall, within thirty (30) days after receiving notice of such Casualty, deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty.

15.2 Repair Period. If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises and Landlord estimates that the damage caused thereby cannot be repaired within One Hundred Twenty (120) days after the

commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

15.3 Right to Terminate. If a Casualty damages a material portion of the Premises and (i) Landlord estimates that the damage to the Premises cannot be repaired within the Repair Period, (ii) Landlord is obligated to pay the insurance proceeds arising from the Casualty to Landlord or any a mortgagee of the Property, or (iii) the damage to the Premises exceeds fifty percent (50%) of the replacement cost thereof, as estimated by Landlord, and such damage occurs during the last two (2) years of the Term, then, in any such case, Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant, and all obligations of Tenant under this Lease shall cease as of the date of Casualty.

15.4 Landlord Restoration. If neither party elects to terminate this Lease following a Casualty in accordance with the foregoing provisions of this Article, then Landlord shall, within sixty (60) days after the date on which Tenant receives the Damage Notice (taking into account the nature of the damage and the time it takes for the insurance carrier to investigate and pay for the loss), begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; provided, however, other than for the Tenant's Work, Landlord shall not be required to repair or replace any of Tenant's personal property or any furniture, equipment, trade fixtures or personal property of others in the Premises. If this Lease is terminated under the provisions of this Article, Landlord and Tenant shall each be entitled to the full proceeds of their respective insurance policies (net of any applicable deductible).

15.5 Tenant Restoration. Following completion of Landlord's repairs and restoration within the Premises as set forth in Section 15.4 above, Tenant shall promptly thereafter, at its own cost and expense, diligently repair and restore the Tenant's personal property at least to the extent of the value and as nearly as possible to the character of the property involved as it was immediately before the Casualty.

15.6 Abatement of Rent. If the Premises are damaged by Casualty, Base Rent and Additional Rent for the portion of the Premises rendered untenantable by the damage shall be abated from the date of damage until the completion of Landlord's repairs (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be), unless such damage was caused by Tenant's negligent acts or intentional misconduct, in which case Tenant shall continue to pay Base Rent and Additional Rent without abatement. Tenant agrees that Landlord's obligation to restore, and the rental abatement provided in this Article, shall be Tenant's sole recourse against Landlord in the event of Casualty damage to the Premises, and Tenant irrevocably waives any other rights or remedies that Tenant may have under any Legal Requirements to terminate this Lease or seek damages or any other compensation against Landlord by reason of Casualty damage to the Premises, including, but not limited to, for loss of use, or inconvenience or annoyance occasioned by such Casualty or the repair or restoration thereof.

16. EMINENT DOMAIN. If all or substantially all of the Premises is taken by right of eminent domain or conveyed in lieu thereof (each, a "**Taking**"), this Lease shall terminate as of the date of the Taking. If (a) any portion of the Premises is taken which permanently and materially

impairs access to the Premises and reasonable alternate access is not provided by Landlord within a time period which is reasonable under the circumstances, (b) if less than substantially all of the Premises is taken but Tenant, acting in good faith, determines that it is economically unfeasible to continue to operate the uncondemned portion for the Permitted Use, or (c) if less than substantially all of the Premises is taken but Landlord, is required to pay the proceeds arising from such Taking to Landlord or any a mortgagee, then in the case of Clauses 16(a) or 16(b) above, either party, and in the case of Clause 16(c) above, Landlord, by written notice to the other party, shall have the right to terminate this Lease as of the date when possession of that part which was taken is required to be delivered or surrendered to the condemning authority; and in such case all Base Rent and Additional Rent shall be adjusted to the date of termination. The foregoing right of termination shall be applicable to the Taking of any estate or interest whatsoever which, as a matter of law, would deprive Landlord or Tenant of any right to exclusive possession of the Premises (or in common with others, as to Common Areas) for any period in excess of one hundred eighty (180) consecutive days from the date of Taking whether or not the Taking be in fee for a term of years or of any other estate or interest and a Taking shall include the transfer of title or of any interest in the Building by deed or other instrument in settlement of or in lieu of transfer by operation of law incident to condemnation proceedings. Tenant shall have no right to participate or share in any condemnation claim, damage award or settlement in lieu thereof with respect to any Taking of any nature; provided, however, that Tenant shall not be precluded from claiming or receiving payment for Tenant's relocation and moving expenses as may be permitted under Legal Requirements so long as the amount of same is not subtracted from and does not otherwise diminish the award which Landlord is entitled to receive. If this Lease is not terminated as set forth in this Article, then Base Rent and Additional Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

17. SUBORDINATION AND ATTORNMENT.

17.1 General. This Lease is and shall be subject and subordinate to all ground or underlying leases, and all mortgages, and similar security documents which may now or hereafter be secured upon the Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding the foregoing, each Holder shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action, and in such case, this Lease shall continue in full force and effect at the option of the Holders and Tenant shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. This Section shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Tenant shall execute, within ten (10) days after request by Landlord, a subordination and non-disturbance agreement, which shall be in form reasonably satisfactory to the Landlord and/or other party or parties holding the instruments to which this Lease is subordinate (each a "**Holder**" and collectively "**Holders**").

17.2 Rights of Mortgagees and Prior Lessors. In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right (i) until it has given written notice of such act or omission to the Holders whose names and addresses shall previously have been furnished to Tenant in writing, and (ii) until a reasonable period for remedying such act or omission by the Holder shall have elapsed following the giving of such notice (which reasonable period shall in no event be less than the period to which Landlord would be entitled, under this Lease or otherwise, after similar notice, to effect such remedy plus an additional

period of time of thirty (30) days for a monetary default, or the number of days reasonably required for the Holder of each such mortgage and ground lease to obtain possession of the Premises and to cure such default (but in no event less than an additional 45 days period) for any other default).

18. ACCESS BY LANDLORD. Tenant shall allow Landlord and any Holder, and their respective agents and employees, to enter the Premises at all reasonable times and upon reasonable prior notice (except in emergencies), which notice may be by telephone or e-mail, in order to examine, inspect or to protect the same or prevent damage or injury to the same, or to maintain and make such repairs to the Premises or other premises as required by this Lease or as Landlord may deem necessary; to exhibit the same to prospective tenants during the last nine (9) months of the Term; and to exhibit the same to prospective and actual mortgagees, purchasers and brokers at any time during the Term. Landlord shall take commercially reasonable steps to minimize interference with Tenant's business operations in the Premises in connection with Landlord's exercise of its access rights hereunder.

19. SURRENDER OF PREMISES. On the last day of the Term, or on the sooner termination thereof, Tenant shall peaceably surrender the sole and exclusive possession of the Premises to Landlord in good condition and repair, ordinary wear, tear and Casualty damage excepted, consistent with Tenant's duty to make repairs as herein provided. On or before the last day of the Term, or the date of sooner termination thereof, Tenant shall, at its sole cost and expense, remove all of Tenant's merchandise, trade fixtures, and equipment from the Premises, and all property not removed shall be deemed abandoned, and shall repair all damage caused by such removal. Tenant shall promptly surrender all keys to the Premises to Landlord at the place then fixed for the payment of Base Rent and shall inform Landlord of combinations to any locks left on the Premises.

20. QUIET ENJOYMENT. Tenant, upon fully complying with and promptly performing all of the terms, covenants, and conditions of this Lease on its part to be performed (including the prompt and timely payment of all Base Rent and Additional Rent when due hereunder), shall have and quietly enjoy the Premises and all rights herein granted without interference for the Term.

21. NON-RECOURSE TO LANDLORD. Redress for any claim against Landlord under the Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building. The obligations of Landlord under the Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the personal assets of, Landlord or any of Landlord's affiliates, members, officer, directors, employees, or agents. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord, or its partners, employees, or agents, or any of their respective heirs, personal representatives, successors and assigns, on account of this Lease or on account of any covenant, undertaking or agreement of Landlord in this Lease contained, all such personal liability and personal responsibility, if any, being expressly waived and released by Tenant. In no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

22. AUTHORITY OF PARTIES. Landlord and Tenant each represents and warrants that the individual executing this Lease on behalf of such party is duly authorized to execute and deliver this Lease on behalf of said entity in accordance with a duly adopted resolution of the board

of directors or other applicable document of said entity authorizing and consenting to this Lease; authorizing the specific individuals signing this Lease to execute, acknowledge, and deliver the same without the consent of any other officer or officers; resolving that such action and execution is in accordance with the bylaws or other agreement of said entity; and resolving that this Lease is binding upon said entity in accordance with its terms.

23. SIGNS. If and to the extent permitted by Legal Requirements, Tenant may, at Tenant's expense and as part of Tenant's Work, install a façade sign on the exterior of the Building above the entrance door to the Premises (the "**Entrance Sign**"). The Entrance Sign, the size, materials, and all other respects, shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Except for Tenant's Entrance Sign, Tenant shall not place or suffer to be placed on the exterior walls of the Building any sign, awning, canopy, marquee, advertising matter, decoration, letter, or other thing of any kind without Landlord's prior consent. Tenant shall be responsible for obtaining all permits and approvals as may be required in accordance with all Legal Requirements.

24. HAZARDOUS MATERIALS.

24.1 Tenant's Use of Hazardous Materials. Except for Hazardous Materials used in Tenant's normal business operations, but then only in such quantities as allowed under and subject to all Legal Requirements, neither Tenant nor Tenant's agents, employees, or contractors shall, without Landlord's prior written consent (which consent may be withheld or conditioned within Landlord's discretion), keep on or around the Premises for use, handling, transport, disposal, treatment, generation, storage, or sale, any Hazardous Materials. Tenant shall promptly, at Tenant's expense, take all investigative and/or remedial action required or ordered by any Governmental Authorities as to any contamination of the Premises or the Building created by Tenant or its agents, contractors, employees, licensees or invitees.

24.2 Definition of Hazardous Materials. The term "**Hazardous Materials**" shall mean the following: hazardous materials, toxic wastes, toxic substances, pollutants, biotoxins, indoor contaminants, toxic mold, petroleum products and their additives and derivatives, underground tanks, oils, pollution, radon, asbestos, asbestos containing materials, PCB's, other materials or contaminants hazardous, dangerous or risking harm to people or property, including, without limitation, those such materials as those terms are commonly used or as defined by any Legal Requirements related to protection of health or the environment, including, but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901, et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et. seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et. seq.); the Clean Water Act (33 U.S.C. §1251, et. seq.); and the Clean Air Act (42 U.S.C. §7401, et. seq.); and as any of the same may be amended from time to time, and/or by any rules and regulations promulgated thereunder.

24.3 Clean-Up Costs, Default, and Indemnification. Tenant shall be liable to reimburse Landlord for any and all reasonable and necessary clean-up costs and other charges, fees, or penalties (civil and criminal) imposed by any Governmental Authorities to the extent they relate to Tenant's storage, use, or disposal of Hazardous Materials. Tenant shall defend, indemnify, and hold Landlord harmless from and against any and all costs, fees, penalties, and charges assessed against, incurred by, or imposed upon Landlord (as well as Landlord's reasonable attorneys' and consultants' fees and costs) to the extent the foregoing are a result of Tenant's storage, use or disposal of

Hazardous Materials.

24.4 Survival. The provisions of this Article 24 shall survive the expiration or earlier termination of this Lease.

25. ADDITIONAL PROVISIONS.

25.1 Successors or Assigns. All terms, conditions, covenants, and agreements of this Lease shall extend to and be binding upon Landlord and Tenant, and their respective heirs and successors, and Landlord's assigns, and any assigns of Tenant permitted in accordance with the terms of Article 10.

25.2 Broker's Commission. Landlord and Tenant each represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the negotiation or execution of this Lease and that it has not dealt with, and has no knowledge of, any real estate broker, agent, or salesperson in connection with this Lease. Tenant agrees to defend, indemnify, and hold Landlord harmless from and against any and all claims for any commissions and finder's fees, together with liabilities, including, without limitation, attorneys' fees, arising from any such claims or liens, by any other real estate broker, agent, salesperson or other intermediary employed or engaged by Tenant or claiming to have been employed or engaged by Tenant in connection with this Lease.

25.3 Partial Invalidity. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Lease shall be valid and be enforced to the fullest extent permitted by Legal Requirements.

25.4 No Recording. Neither this Lease nor any memorandum thereof shall be recorded or filed by either party in the office of the Recorder of Deeds for Montgomery County, Pennsylvania, or in any other any public office.

25.5 Notices. Any notices required in accordance with any of the provisions herein, or desired to be given hereunder, if to Landlord shall be delivered personally, or by express or overnight courier, or if mailed, then mailed by certified mail, return receipt requested, and addressed to the address of Landlord as set forth in Paragraph 1.1(a), or at such other place as Landlord may in writing from time to time direct to Tenant; and if to Tenant shall be delivered personally, or by express or overnight courier, or if mailed, then mailed by certified mail, return receipt requested, and addressed to Tenant as set forth in Paragraph 1.1(b) or at such other place as Tenant may in writing from time to time direct to Landlord. Notices shall be deemed given (a) when delivered, if delivered personally or by express or overnight courier, (b) two (2) business days after attempted delivery if delivery is refused or incapable of being made, or (c) upon receipt or rejection if sent by certified mail as set forth above.

25.6 Waiver. The waiver by Landlord or Tenant of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Base Rent, Additional Rent, or any other costs hereunder by Landlord shall

not be deemed to be a waiver of any preceding default by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular sum so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such sum.

25.7 Captions and Headings. The captions and headings to the articles, sections and paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

25.8 Time. Time is of the essence in regard to this Lease and each and all of its provisions in which performance is a factor.

25.9 Choice of Law; Jurisdiction. This Lease shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to laws pertaining to choice of law. The parties agree that the proper jurisdiction and venue for all claims and disputes arising under or with respect to this Lease shall be with the Court of Common Pleas for Montgomery County, Pennsylvania.

25.10 Legal Expenses. If either party is required to bring or maintain any action (including assertion of any counterclaim, cross-claim, or claim in a proceeding in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms, or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all the costs incurred by the prevailing party at and in preparation for arbitration, trial, appeal, review, and proceedings in bankruptcy court, including, but not limited to, matters unique to bankruptcy, including, but not limited to, such costs and reasonable attorneys' fees.

25.11 Exhibits. All Exhibits attached or referred to in this Lease are hereby incorporated in this Lease for all purposes as though set forth at length herein.

25.12 Force Majeure. In the event Landlord or Tenant is prevented, delayed, or stopped from performing any act, undertaking, or obligation under this Lease (other than the payment of Base Rent or Additional Rent) by reason of an event of force majeure, including, without limitation, excessive adverse weather, strikes, lockouts, labor disputes, government mandated shutdowns, failure of power, acts of public enemies of the state or the United States of America, riots, insurrection, war, civil commotion, inability to obtain labor or materials, and/or any other cause (except financial) beyond the reasonable control of the party whose performance is so prevented, delayed, or stopped (collectively "**Force Majeure**"), then the time for that party's performance shall be extended one (1) day for each day's prevention, delay, or stoppage by reason of such event of Force Majeure.

25.13 Entire Agreement; Prior Agreements. This Lease contains the entire agreement of the parties hereto and any and all oral and written agreements, understandings, representations, warranties, promises, and statements of the parties hereto and their respective officers, directors, partners, agents, and brokers with respect to the subject matter of this Lease, and any matter covered or mentioned in this lease, shall be merged into this Lease and no such prior oral or written agreement, understanding, representation, warranty, promise, or statement shall be effective or binding for any reason or purpose unless specifically set forth in this Lease. No provision of this Lease may be amended or added to except by an agreement, in writing, signed by the parties hereto or their respective successors in interest.

25.14 Confidentiality of Lease. Landlord and Tenant each agree that from and after the date lease negotiations were entered into and throughout the Term, neither party shall disclose any of the terms, covenants, conditions or agreements set forth in this Lease or any amendments hereto, nor shall it provide copies of this Lease or any amendments hereto, to any person not employed or engaged by such party, in connection with the business operations of such party, including, but not limited to, any brokers or attorneys representing a party; provided, however, neither party, nor their employees or agents, shall disclose any of the terms, covenants, conditions or agreements set forth in this Lease or any amendments hereto, to any tenants in the Building, or any prospective tenants.

25.15 Acceptance. The submission of this Lease to either Landlord or Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution hereof by both Landlord and Tenant and the delivery of the fully-executed Lease to both parties.

{Signature Page to Follow}

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date set forth above in the introductory paragraph of this Lease.

LANDLORD:

By: Maryanne C. Moore
Mary Anne Moore, an individual

TENANT

THE BROVER GROUP LLC

[Signature]
Name/Title: PAUL VERHA
MANAGING PARTNER

TENANT HAS SIGNED ON THE LINE BELOW TO INDICATE THAT IT HAS READ SECTION 14.4 ABOVE AND UNDERSTANDS THAT, AMONG OTHER THINGS, TENANT HAS AUTHORIZED LANDLORD, FOLLOWING AN EVENT OF DEFAULT, TO ENTER A JUDGMENT AGAINST TENANT AND IN LANDLORD'S FAVOR WITHOUT FURTHER NOTICE OR AN OPPORTUNITY TO BE HEARD PRIOR TO THE ENTRY OF SUCH JUDGMENT IN THE RECORDS OF THE COURT, AND THAT TENANT VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY GAVE UP TENANT'S CONSTITUTIONAL RIGHT TO NOTICE AND HEARING PRIOR TO ENTRY OF THE JUDGMENT.

THE BROVER GROUP LLC

[Signature]
Name/Title: PAUL VERHA
MANAGING PARTNER

NEOS AMERICANA

DISH
ENTRANCE

30"

30"

SERVICE WELL

BAR



42"

30x60"

36"

42"

36"

42"

36"

MEN'S
BATHROOM

42"

36"

36"

HARRY
STREET
ENTRANCE

42"

KITCHEN
DOORS

30"

30"

30"

SERVICE
HUTCH

CAFE NEOS
DOORWAY

WINES

HOST
STAND

STAIRS

SERVER
STATION
ENTRANCE

WOMEN'S
BATHROOM

FIRST AVE
ENTRANCE

Neo's Americana

Neo's Branding

33545_U1_U5_v2



Neo's Americana

Neo's Branding

33545_U3_v2



Neo's Americana

Neo's Branding

33545_U6



Mockup size is approximate and intended for visual reference only. Not shown to scale.

Neo's Americana Neo's Branding 33545_U1-U2_v2			Quantity: <u>1</u>	Size: <u>56"h x 96"w</u>		
			Material: <u>Ultraflex View Light Pro</u>	Thickness: <u> </u>		
Finishing: Cut to: ☒ Size ☐ Bleed (2") ☐ Hem ☐ Sewn ☐ Weldable Webbing			PMS or Paint Colors <u>PMS 875 C</u> ☐ No PMS Colors			
Pocket: ☐ 0" Pocket ☐ Sides ☐ Double Sided ☐ Bottom ☐ Back to Back ☐ Top ☐ Grommets Every " ☐ Other:			White Ink ☐ Spot ☐ Flood ☒ I/W/I			
			☐ Cut Line ☐ Visual Opening ☐ Panel Split ☐ Seam Line ☐ Bleed ☐ Hold Line ☐ Overlap ☐ White Ink			



Notes: **U1** (Ultraflex) is inserted into **U2** (Frame). **U2** (Frame) is ~56" h x 96" w x 6" d. Edges painted "0156 Skinny Dip" to match PMS 876 C.
U2.A = LEDs. **U2.B** is a 56" h x 96" w .040 White Aluminum backer for the frame.

Scale: 1/12

Proofs are provided for the client's final review to identify and address any spelling, design, or color issues. By approving the proof, the client assumes full responsibility for the accuracy and content of the final product. **The proofs are low resolution for email purposes only. The final files are print-ready unless otherwise specified. If you have any questions or concerns, please contact your project coordinator, who can provide 100% scale screenshots upon request.**

Neo's Americana Neo's Branding 33545_U3-U4_v2		Quantity:	1	Size:	24"h x 52"w		
		Material:	Ultraflex View Light Pro	Thickness:			
Finishing: Cut to: ☒ Size ☐ Bleed (2") ☐ Hem ☐ Sewn ☐ Weldable Webbing		Pocket: ☐ 0" Pocket ☐ Sides ☐ Double Sided ☐ Bottom ☐ Back to Back ☐ Top ☐ Grommets Every "		PMS or Paint Colors PMS 875 C ☐ No PMS Colors		White Ink ☐ Spot ☐ Flood ☒ I/W/I	



Notes: **U3** (Ultraflex) is inserted into **U4** (Frame). **U4** (Frame) is ~56" h x 96" w x 6" d. Edges painted "0156 Skinny Dip" to match PMS 876 C. **U4.A** = LEDs. **U4.B** is a 24"h x 52"w .040 White Aluminum backer for the frame.

Scale: 1/8

Proofs are provided for the client's final review to identify and address any spelling, design, or color issues. By approving the proof, the client assumes full responsibility for the accuracy and content of the final product. **The proofs are low resolution for email purposes only. The final files are print-ready unless otherwise specified. If you have any questions or concerns, please contact your project coordinator, who can provide 100% scale screenshots upon request.**

Neo's Americana Neo's Branding 33545_U5_v2	Quantity: 1	Size: <input 50"w"="" h="" type="text" value="19" x=""/>	
	Material: Paint Mask	Thickness: 	
Finishing: Cut to: ☐ Size ☒ Shape ☐ Bleed (2") ☒ Cut/Weed/Premask Mounted on: ☐ 1st ☐ 2nd ☐ DS ☐ WM Lamination ☐ Glossy ☐ Matte ☒ Arlon 3370 ☐ Panelled- Overlap: () ☐ Drill Holes ☐ First Surface ☐ Second Surface	PMS or Paint Colors S240-5 Pancho ☐ No PMS Colors	White Ink ☐ Spot ☐ Flood ☐ I/W/I ☐ Cut Line ☐ Visual Opening ☐ Panel Split ☐ Seam Line ☐ Bleed ☐ Hold Line ☐ Overlap ☐ White Ink	



Notes:

Scale: 1/5

Proofs are provided for the client's final review to identify and address any spelling, design, or color issues. By approving the proof, the client assumes full responsibility for the accuracy and content of the final product. **The proofs are low resolution for email purposes only. The final files are print-ready unless otherwise specified. If you have any questions or concerns, please contact your project coordinator, who can provide 100% scale screenshots upon request.**

Neo's Americana Neo's Branding 33545_U6_v2	Quantity: 1	Size: 24"h x 24"w	
	Material: Acrylic	Thickness: 1/4"	
Finishing: Cut to: ☐ Size ☒ Shape ☐ Bleed (2") ☐ Grommets ☐ Cleats ☐ Z Clips ☐ Standoffs ☐ Drill Holes ☐ Pin Mount ☒ First Surface ☐ Double Sided ☐ 0" Rounded Corners ☐ Second Surface	PMS or Paint Colors PMS 875 C ☐ No PMS Colors	White Ink ☐ Spot ☐ Flood ☐ I/W/I	☐ Cut Line ☐ Seam Line ☐ Overlap ☐ Visual Opening ☐ Bleed ☐ White Ink ☐ Panel Split ☐ Hold Line



Notes:

Scale: 1/7

Proofs are provided for the client's final review to identify and address any spelling, design, or color issues. By approving the proof, the client assumes full responsibility for the accuracy and content of the final product. **The proofs are low resolution for email purposes only. The final files are print-ready unless otherwise specified. If you have any questions or concerns, please contact your project coordinator, who can provide 100% scale screenshots upon request.**

Roe Fabricators / Berry & Homer

Approval Sign-Off Sheet



Proofs are provided to the client for thorough review and approval prior to production. It is the client's responsibility to carefully examine all aspects of the proof, including but not limited to spelling, grammar, design layout, dimensions, print quantities, and color accuracy. Any errors or omissions identified at this stage must be corrected and communicated to Roe Fabricators | Berry & Homer before approval.

By signing off on the proof, the client acknowledges and agrees that the proof accurately reflects their requested specifications, including the stated print quantities, and assumes full responsibility for the content, design, and accuracy of the final product. Roe Fabricators | Berry & Homer cannot be held liable for errors, inaccuracies, or discrepancies in print quantities that were present in the approved proof, including those that may become apparent after production has commenced. The client's approval serves as a confirmation to proceed, and any subsequent changes may result in additional costs or delays.

✕ *Sign Here* _____



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 OCTOBER 20, 2025 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2025-17

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 20, 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: Pop's Steaks
209 Lindbergh Avenue, Broomall, PA 19008

PREMISES INVOLVED: 101 Fayette Street
Conshohocken, PA 19428
BC – Business Commercial District
FCO – Fayette Street Corridor Overlay District

OWNER OF RECORD: Dimeo G.L Real Estate Holdings
2605 Lloyds Lane, Eagleville, PA 19403

The petitioner is seeking a Variance from Sections §27-2108.A&B and §27-2108.1.2 to permit an additional 165 SF painted wall sign facing Fayette Street whereas only one (1) sign for each side of a building facing a street or parking lot for any one lot is permitted, and whereas the maximum area of a painted wall sign shall be 35 SF, or 25% of the area of the wall, whichever is less.

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: October 15, 2025

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 101 Fayette Street (Signage) - Zoning Determination

History of the Site:

101 Fayette Street is an existing multi-use commercial corner property comprised of two (2) separate commercial restaurant uses – Saigon Noodle Kitchen (formerly known as PokeOno) located on the northern end of the building and the remaining corner portion of the property is the subject Applicant, Pop’s Steaks, Restaurant (formerly known as Donut House) business.

Prior to the business changes, the prior PokeOno restaurant had a projecting wall sign above the awning, and the prior Donut House had an internally illuminated parallel wall sign, both signs facing Fayette Street, and are considered existing nonconforming signs. The current Saigon Noodle Kitchen has replaced the former PokeOne restaurant sign with a permitted 4 SF round projecting wall sign and Pop’s Steaks has refaced the existing parallel wall sign of the former Donut House. Both signs are considered a continuation of an existing nonconformity, and the nonconformity is permitted to continue pursuant to Code Section §27-703.A.

The property is located within the BC- Borough Commercial District and Zone One of the FCO – Fayette Corridor Overlay District.

The site is an existing 2,314 SF corner property that is fronted by Fayette Street (100’ wide right-of-way) to the west and East First Avenue (80’ wide right-of-way) to the south; and mixed-use properties in all other directions.

Current Request:

In addition to the parallel wall sign, the Applicant, Pop’s Steaks, has painted a 10’ high by 16.5’ long (165 SF) mural with the Pop’s Steaks logo on the building wall facing Fayette Street between Pop’s Steaks and Saigon Noodle Kitchen. The mural is considered a painted wall sign due to the Pop’s Steaks logo.

The Applicant is seeking a Variance from Sections §27-2108.A & B and §27-2108.1.2 to permit an additional 165 SF painted wall sign facing Fayette Street, whereas only one (1) sign for each side of a building facing a street or parking lot for any one lot is permitted, and whereas the maximum area of a painted wall sign shall be 35 SF, or 25% of the area of the wall, whichever is less.

Zoning Determination:

In accordance with Part 21 – Signs of the Conshohocken Borough Zoning Ordinance, the following Code Sections apply:

Per Section §27-2102, a sign is defined as a structure, building wall, window area or other outdoor surface, or any device used for visual communication which is used for the purpose of bringing the subject thereof to the attention of the public, or to display, identify and publicize the name and product or services of any person, exclusive of supporting members that bear no message.

Per Section §27-2102.A, the area of a sign shall mean the area of all lettering, wording, and accompanying designs, logos, and symbols, together with the background on which they are displayed (whether such background is open or enclosed), but excluding any supporting framework and bracing which are solely incidental to the display itself provided the same do not contain any lettering, wording, or symbols.

Per Section §27-2102.B, where the sign consists of individual letters, designs or symbols attached to a building, awning, wall, or window, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.

Per Section §27-2102.M, a painted wall sign is any sign that is applied with paint or similar substances on the face of a wall.

The mural with the Pop's Steaks business logo is considered a painted wall sign by definition.

Per the Conshohocken Borough Zoning Ordinance Sections §27-2108.A & B, one (1) freestanding business or identification sign per street frontage or, one (1) of the following types of signs for each side of the building, which faces a street or a parking lot, located on the same property is permitted:

- (1) Awning sign.
- (2) Identification sign.
- (3) Marquee sign.
- (4) Painted wall sign.
- (5) Parallel wall sign.
- (6) Permanent window sign.
- (7) Projecting wall sign.
- (8) Illuminated hanging neon window signs.

The Applicant already has an existing parallel wall sign for the business facing Fayette Street. The Applicant is proposing an additional new sign, a 165 SF painted wall sign, which will total two (2) signs for the Pop's Steaks business facing Fayette Street. Since the total number of signs facing Fayette Street.

Per Code Section §27-2108.1.2 of the Conshohocken Borough Zoning Ordinance, the maximum area of a marquee sign, painted wall sign, parallel wall sign or awning sign shall be 35 SF, or 25% of the area of the wall whichever is less, including windows and cornices, to which they are attached.

The subject signs comprise less than 25% of the area of the wall and 35 SF is the lesser area of the wall. Since the proposed 165 SF painted wall sign exceeds the 35 SF maximum sign size permitted, the Applicant is required to seek a variance from this Code Section to permit the larger sign size for the painted wall sign.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: Z-2025-17
Date Submitted: 9/9/25
Date Received: 9/9/25

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:
section 27-2108 or section 27-2108.1.2

3. Address of the property, which is the subject of the application:
101 Fayette St. Conshohocken, PA 19428

4. Applicant's Name: Pop's Steaks
Address: 209 Lindbergh Ave, Broomall, PA 19008
Phone Number (daytime): 267-688-8194
E-mail Address: markanthonypagano@gmail.com
5. Applicant is (check one): Legal Owner ☐ Equitable Owner ☐; Tenant ☒
6. Property Owner: Dimeo G.L Real Estate Holdings
Address: 2605 Lloyds Lane, Eagleville, PA 19403
Phone Number: 610-564-6696
E-mail Address: dimeop2012@gmail.com
7. Lot Dimensions: _____ Zoning District: BC

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.

2 commercial units and apartments upstairs

We have 101 Fayette St, will be Pop's Steaks

10. Please describe the proposed use of the property.

take out restaurant

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

We are adding a mural to the Fayette St side of the building, please see attached for mock up and actual art work.

It will be the Pop's logo and the Conshohocken skyline

Logo is 4×4

and "skyline" is 3 high by 5 long

Total sign size is 105 sf.

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

We think it is very artistic and will brighten up the corner of Fayette St. We also think it will be a big draw for social media tags and photos for not only our shop but the Borough as well. We have included the Borough skyline and the words Conshohocken on the mural to show our support for the community and Borough. This will draw buzz and more visitors to the city we believe through online social marketing.

We have already completed the mural as we did not know this was not allowed. We would kindly ask you grant us this variance.

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

a. The unique characteristics of the property: brick building with 2 restaurants

b. How the Zoning Ordinance unreasonably restricts development of the property:
it does not allow us to have 2 signs on one side of the street, we are open to

eliminating the one light up bar sign on Fayette St if need be.

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

It is a commercial area and goes well with the surrounding business.

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.

I'm not sure how this applies, but we feel the mural is a beautiful piece of art for the Borough and our shop and the residents and visitors who eat and walk along the Fayette St.

be large tree on corner also decreases visibility on the Fayette St. side

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.

2 signs/mural art work on 1 side of street

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

27-2108, 2721081.2

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

It is a beautiful piece of art that blends both our shop and the support we have for the Borough by showcasing the skyline and name of the Borough. The tree on the corner also lends and restricts visibility on the Fayette St. side.

We see this as a great marketing tool for the Borough and our store.

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

a. Attorney's Name: ~~N/A~~ Anthony Meldecos

b. Address: ~~N/A~~ 450 N Narberth Ave, Suite 200, Narberth, PA 19072

c. Phone Number: ~~N/A~~ 610-668-0770

d. E-mail Address: ~~N/A~~ abeldecos@lbmlaw.com

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

[Signature]
Applicant

[Signature]
Legal Owner

9/5/2025
Date

COMMONWEALTH OF PENNSYLVANIA

Delaware
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 5th day of September, 2025.

[Signature]
Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
Michelle M. McFadden, Notary Public
Delaware County
My commission expires May 27, 2027
Commission number 1107409
Member, Pennsylvania Association of Notaries



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

Decision

(For Borough Use Only)

Application Granted ☐

Application Denied ☐

MOTION:

CONDITIONS:

BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐

DATE OF ORDER: _____

MURAL APPROVAL AGREEMENT

This Mural Approval Agreement ("Agreement") is entered into as of 9/5/2025 below by and between:

Owner: Dimeo GL Real Estate Holdings ("Owner")

Tenant: MPNC Foods, LLC, doing business as Pop's Steaks ("Tenant")

Property: 101 Fayette Street, Conshohocken, PA

1. Approval

Owner hereby grants Tenant permission to design, create, and install a mural on the brick façade located on the Fayette Street side of the Property ("Mural").

2. Conditions of Approval

Tenant agrees to the following conditions:

- a. Tenant shall be solely responsible for obtaining and maintaining all necessary zoning approvals, permits, and variances required by the Borough of Conshohocken or any other authority.
- b. Tenant shall maintain the Mural and the exterior surface of the Property in good condition at all times.
- c. If the Borough of Conshohocken denies or revokes the necessary variance, Tenant shall promptly remove the Mural at its sole expense.
- d. Upon termination or expiration of Tenant's lease, or if Tenant ceases operations at the Property, Tenant shall remove the Mural and restore the wall to its original condition, at its sole expense.

3. Liability

Tenant assumes all liability for the Mural and shall indemnify and hold Owner harmless from any claims, damages, or costs arising out of or relating to the installation, existence, or removal of the Mural.

4. Entire Agreement

This Agreement constitutes the entire understanding between Owner and Tenant with respect to the subject matter herein and may only be amended in writing signed by both parties.

OWNER:

Dimeo GL Real Estate Holding

By: Giuseppe DiMeo

Name: Giuseppe DiMeo

TENANT:

MPNC Foods, LLC d/b/a Pop's Steaks

By: Mark Pagano

Name: Mark Pagano

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is dated as of 6/26/2025 (the “**Effective Date**”) by and between **DIMEO G.L. REAL ESTATE HOLDINGS, LTD.**, a Pennsylvania corporation with an address of 2605 Lloyds Lane, Eagleville, PA 19403 (“**Landlord**”) and **MPNC FOODS LLC**, a Pennsylvania limited liability company d/b/a Pop’s Steaks with an address of 209 Lindbergh Ave., Broomall, PA 19008 (“**Tenant**”). Landlord and Tenant are singularly each referred to as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises (as defined herein) on the terms and conditions described in this Lease.

NOW THEREFORE, in consideration of the covenants, terms and conditions herein contained, and upon the terms and conditions herein set forth, Landlord and Tenant, intending to be legally bound hereby, agree as follows:

1. **DEFINED TERMS; BASIC LEASE INFORMATION.** In addition to other terms defined herein, the following terms shall have the meanings set forth in this Section 1 unless the context otherwise requires:

- 1.1. Tenant’s Trade Name: Pop’s Steaks.
- 1.2. Tenant’s Address: 209 Lindbergh Ave., Broomall, PA 19008.
- 1.3. Property Address: 101 Fayette Street, Conshohocken, PA 19428
- 1.4. Lease Date: The date that the last of the Landlord or Tenant to sign this Lease delivers its counterpart signature to the other Party.
- 1.5. Termination Date: June 30, 2028
- 1.6. Security Deposit: \$15,000.00.
- 1.7. Tenant’s Proportionate Share: Thirty Percent (30.00%).
- 1.8. Permitted Use: For restaurant purposes including cheesesteak, hoagies, pizzas, and other similar items commonly served at Italian sandwich and pizza restaurants.
- 1.9. Business Hours: In accordance with the ordinances of the Borough of Conshohocken and any other Governmental Authority with jurisdiction over the Premises.
- 1.10. Broker: None.
- 1.11. Additional Rent: Any and all other sums, amounts, charges, fees, costs and expenses payable by Tenant under this Lease, whether or not expressly denominated as “additional rent” or “Additional Rent”.

1.12. Governmental Authorities: All Federal, state, county, municipal and local governments, and all departments, commissions, boards, bureaus and offices thereof having or claiming jurisdiction over the Premises including, without limitation, the Borough of Conshohocken.

1.13. Basic Rent: In the amounts set forth below.

Period	Annualized Rent	Monthly Rent
Initial Term		
July 1, 2025* – August 31, 2025	\$0.00	\$0.00
September 1, 2025 – June 30, 2028	\$60,000.00	\$5,000.00
First Extended Term		
July 1, 2028 – June 30, 2031	\$66,000.00	\$5,500.00
Second Extended Term		
July 1, 2031 – June 30, 2034	\$72,600.00	\$6,050.00

*subject to Section 1.17

1.14. Premises: The Premises leased to the Tenant under and by this Lease and more particularly described in Section 2.1 of this Lease.

1.15. Property: The real property and improvements located at 101 Fayette Street, Conshohocken, PA, of which the Premises is a part.

1.16. Rent: Basic Rent and Additional Rent.

1.17. Rent Commencement Date: September 1, 2025 provided Tenant is given possession of the Premises on July 1, 2025. The Rent Commencement Date shall be extended for one day for each day beyond July 1, 2025, the delivery of possession is delayed.

1.18. Amount Due at Lease Signing: \$20,000.00 (representing Security Deposit of \$15,000.00, and \$5,000.00 representing the purchase price for the FF&E (defined below)).

1.19. Guarantor: Nino Cordivari and Mark Pagano, and any other persons guaranteeing Tenant's obligations under this Lease, pursuant to the Guaranty (defined below).

2. **PREMISES; PERMITTED USE.**

2.1. Premises: In consideration of the Rents to be paid to Landlord and the covenants and agreements to be performed by Tenant, Landlord does hereby lease, rent, let and demise to Tenant, and Tenant does hereby rent and hire from Landlord, subject to the terms, covenants and conditions in this Lease, the (i) first (1st) floor retail space estimated to be +/-900 square feet (which such estimate is hereby accepted by Tenant), and (ii) basement located at 101 Fayette Street, Conshohocken, PA ("**Premises**").

2.2. Warranty of Title/Quiet Enjoyment: Landlord hereby warrants that it and no other person or entity has the right to lease the Premises demised by this Lease to Tenant. Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, including the payment of Rent, and no Event of Default then exists, Tenant may peaceably and quietly enjoy the Premises without hindrance by Landlord or any person lawfully claiming through or under Landlord, subject to the terms and conditions of this Lease and to all Mortgages. Tenant acknowledges that, except as otherwise expressly provided in this Lease, neither Landlord nor its agents have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose.

2.3. Estoppel: Within ten (10) days following request from Landlord or any mortgagee of Landlord, Tenant shall deliver to Landlord a statement executed and acknowledged by Tenant, in form reasonably satisfactory to Landlord, (a) stating the Effective Date and the Termination Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Rent has been paid, together with the amount of monthly Basic Rent and Additional Rent then payable, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Landlord is in default, setting forth the specific nature of all such defaults, (d) stating the amount of the Security Deposit, if any, under this Lease, (e) stating whether there are any subleases or assignments affecting the Premises, and (f) any other matters reasonably requested by Landlord or such mortgagee of Landlord.

2.4. Use of the Premises: Tenant shall continuously use and occupy the Premises during the Term, which use and occupancy shall be solely for the Permitted Use, and not for any other purpose or purposes.

2.5. Permits and Approvals: Tenant shall, at its sole cost and expense, obtain any and all required permits and approvals for the Permitted Use, additional development and initial fit-out of the Premises, if any, including, without limitation the erection of one (1) sign on the exterior of the Premises. Tenant shall, promptly after execution and delivery of this Lease make application to the Governmental Authorities for the permits and approvals described in this Section 2.5. Landlord agrees, at no more than nominal cost to Landlord, to join in such applications to the extent required by applicable law and to cooperate with Tenant in the prosecution of such applications. In no event shall Tenant open for business until all of such permits and approvals have been obtained and, in the case of construction permits, those permits have been "closed." Tenant shall provide copies of all applications, permits and approvals to Landlord. Landlord represents that the Premises is zoned BC – Borough Commercial.

2.6. FF&E. Commensurately with the execution of this Lease, for good and valuable consideration, including for the cash payment of Five Thousand and no/100 Dollars (\$5,000.00), which Tenant shall pay to Landlord on or before the Effective Date, Landlord has granted hereof, Landlord has granted, bargained, sold, assigned, and delivered, and by these presents does grant, bargain, sell, assign, and deliver the refrigerator, the freezer, and the three-compartment sink (the "FF&E") currently present in the Premises to Tenant in its "AS IS", "WHERE IS", "WITH ALL FAULTS" without any representations as to the condition or repair of the FF&E. Also present in the Premises is a kitchen hood which is owned by the present tenant

of the Premises, and Tenant shall be responsible for any transfer of such hood to Tenant.

2.7. Exclusive Use. From and after the date hereof, Landlord shall not enter into any Lease for any portion of the Property, which shall permit the tenant or occupant thereof to use the space for an Italian pizzeria restaurant.

3. **TERM; COMMENCEMENT; OCCUPANCY.**

3.1. Initial Term. The initial term of this Lease (the “**Initial Term**”) is approximately three (3) years, commencing on the delivery of possession of the Premises to Tenant (anticipated to be July 1, 2025) and expiring on the Termination Date. All references in this Lease to “**Term**” will mean the Initial Term, together with any Extended Terms, to the extent that Tenant exercises the Extension Option (each as defined in Section 3.2).

3.2. Options to Renew. Provided (i) no Event of Default has occurred under this Lease which remains uncured beyond applicable grace, notice and cure periods provided in this Lease or by other applicable law and this Lease is in effect at the time that Tenant tenders the Renewal Notice (as hereinafter defined); and (ii) Tenant has not been declared by written notice from Landlord to have been in default (even if cured) more than three (3) times during the previous unexpired portion of the Term in the payment of Basic Rent prior to the giving of the Renewal Notice; and (iii) further provided Tenant shall notify Landlord at least one hundred eighty (180) days prior to the expiration of the then unexpired Term (the “**Renewal Notice**”), time being of the essence for such notice, Landlord hereby grants Tenant two (2), three (3) year renewal options (each, an “**Extension Option**”) extending on the date immediately following the applicable Term expiration date and continuing for three (3) years until the date which is immediately preceding the three (3) year anniversary thereafter (hereinafter each referred to as an “**Extended Term**”). During the Extended Terms, the Lease shall continue in full force and effect as then in existence, except that Tenant shall pay Basic Rent as set forth in Section 1 hereinabove provided.

3.3. Delivery of Possession. Tenant has inspected the Premises and agrees to accept possession of the Premises in the condition existing on the Effective Date “**AS IS**”, “**WHERE IS**”, “**WITH ALL FAULTS**” without any representations as to the condition or repair of the Premises, or promises or obligations to alter, remodel or improve the Premises by Landlord. Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to prepare the Premises for Tenant’s occupancy. Tenant’s occupancy of any part of the Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of the Premises in its then current condition and at the time such possession was taken, the Premises were in a good and satisfactory condition as required by this Lease.

3.4. No Notice For Termination: Subject to the Extension Options, this Lease shall terminate on the Termination Date, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the Lease. On and after the Termination Date, Tenant hereby waives any statutorily required notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Premises from a Tenant holding over to the same extent as though statutory notice

had been given. If the Term of this Lease has not been extended, for the period of three (3) months prior to the applicable Termination Date, or any renewal or extension, Landlord shall have the right to display on the exterior of the Premises a “For Rent” sign; and during such period Landlord may show the Premises to prospective tenants at reasonable times so as not to interfere with Tenant’s conduct of its business on the Premises.

4. **RENT.** Tenant shall pay the Annual Basic Rent in equal monthly installments on or before the first calendar day of each month. Basic Rent is payable to Landlord or Landlord’s managing agent at the address to which notices to Landlord are to be sent hereunder, or such other place as the Landlord may designate, without any prior demand therefor and without any deductions or setoff whatsoever.

5. **ADDITIONAL RENT.**

5.1. In addition to Basic Rent and commencing on the Effective Date, Tenant shall pay Landlord monthly Additional Rent in the amounts as provided below:

5.1.1 **Taxes.** Tenant shall pay to Landlord as Additional Rent Tenant’s Proportionate Share of Taxes on the Property including land and all buildings and other improvements thereon. “**Taxes**” include all real estate taxes, assessments, and special assessments that are levied upon or assessed against the Property (including any that may be levied by any special or business improvement districts), including any taxes which may be levied on rents in lieu of traditional real estate taxes. Tenant also will reimburse Landlord for Tenant’s Proportionate Share Landlord’s reasonable costs incurred in appealing taxes or assessments on the Property, including legal fees, expert witness fees and other reasonable costs, only if such appeal is successful and out of the first amounts collected by the Landlord as result thereof, and any recovery (net of such expenses as shall not previously have been reimbursed by Tenant) shall be credited proportionately to Tenant’s next payment obligations arising under this Lease or by direct payment, as Landlord elects.

5.1.2 **Insurance by Landlord.** Tenant shall pay to Landlord as Additional Rent Tenant’s Proportionate Share of (i) all premiums for all policies of insurance on the maintained on the Premises, including fire, extended coverage, boiler, sprinkler, environmental, terrorism, public liability, together with (ii) all amounts paid by Landlord that would be covered by insurance policies actually in place but for the amount of the deductible or self-retained amounts under such policies, which deductibles shall be determined from time to time by Landlord in the exercise of Landlord’s commercially reasonable judgment.

5.1.3 **Operating Costs.** Except as expressly provided in this Section 5.1.3, Tenant shall pay to Landlord as Additional Rent Tenant’s Proportionate Share of all of Landlord’s types of costs incurred during the previous calendar year to operate, maintain, manage, and repair the Property, including lights, septic system, security service, burglar alarms, sidewalks, roofs, canopies, hallways, utility rooms, lines and facilities, heating and boiler costs, and other areas or things used by, or benefiting, the tenants of the Property, and replacements not properly classified as capital improvements under reasonable accounting principles consistently applied (collectively, “**Operating Costs**”). Operating Costs also includes utilities surcharges, and any other charges

imposed by any Governmental Authority in connection with the use or occupancy of the Property. Landlord may, in the exercise of its reasonable commercial discretion, determine that certain Operating Costs result from the wrongful act or omission of a third party; if so Landlord may, but need not, undertake appropriate legal or other action to enforce the claim against the third party. No costs of asserting the claim shall be charged as Operating Costs, but Landlord shall be reimbursed from any amounts recovered from and through such third parties and such money recovered from the third party or from Landlord's insurance shall be equitably apportioned among Tenant (if Tenant was charged a pro rata share of Operating Costs so recovered) and any others who paid the Operating Costs so recovered.

5.2. Tenant shall pay this Additional Rent on a monthly basis concurrently with the payment of the Basic Rent when due and payable under this Lease and as provided by Landlord in its notice to Tenant regarding the same. Tenant shall continue to make such monthly payments until notified by Landlord of a change in the amount thereof, as permitted under this Lease. On or about April 30th of each calendar year, or as soon thereafter as practical, Landlord shall deliver to Tenant (i) a statement with reasonable detail showing the total Taxes, Insurance, and Operating Costs, for the Property for the prior calendar year, (ii) Tenant's resulting actual Additional Rent for the prior calendar year, and (iii) the anticipated monthly Additional Rent for the current year. In the event the total of the anticipated monthly Additional Rent payments which Tenant theretofore has paid for the present calendar year are less than the amount called for by Landlord's notice, then Tenant shall pay the difference on the first day of the next calendar month. Any overpayment by Tenant shall be immediately credited by Landlord to Tenant against the next Rent coming due. The actual Additional Rent for the prior year shall be used for purposes of calculating the anticipated monthly Additional Rent for then-current year, with actual determination of Additional Rent after each subsequent calendar year as above provided in this Section 5.2; provided, however, that, if at any time Landlord reasonably expects aggregate Taxes, Insurance and Operating Costs to exceed those of the prior year by more than 10% due to excessive tax increases, inflation or extraordinary Operating Costs or insurance costs expected or incurred, Landlord shall be permitted to increase the monthly Additional Rent so as to fairly distribute the anticipated charges over the remaining portion of the calendar year, subject to any limitation applicable to Tenant. Subsequent to Tenant's vacating the Premises (whether it be at the end of the Term, or some earlier termination date), when the final determination is made of Tenant's Additional Rent for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Additional Rent previously paid and, conversely, any overpayment made shall be immediately refunded by Landlord to Tenant. A delay or failure by Landlord to submit statements of Additional Rent shall not constitute a waiver of Tenant's requirement to pay such Additional Rent.

5.3. Notwithstanding the foregoing "Taxes" shall not include income taxes, gross profits, franchise, personal property or similar taxes or charges upon the profits, assets, franchise, employees or income of Landlord or any estate or inheritance taxes of Landlord or its members. In addition, "Operating Costs" shall exclude: the initial cost of acquiring the land and Building and the depreciation of same costs of correcting defects in the initial design or construction of the Building; interest on loans secured by mortgages or deeds of trust encumbering the Building; mortgage related recording charges and taxes; leasehold improvement expenses incurred to prepare leased space for another tenant's occupancy; legal, accounting, architectural,

engineering, and other similar professional fees and expenses incurred in preparing, negotiating and executing leases; the cost of legal proceedings against other tenants; the removal or clean-up of asbestos or any other pre-existing hazardous material from the Building and the cost of any special services rendered for the benefit one tenant versus generally all of the tenants, capital expenditures other than the depreciation thereof over their useful lives in accordance with GAAP and any management fees paid to Landlord, officers, shareholders or affiliates.

6. **ALTERATIONS AND REPAIRS.**

6.1. Tenant shall be responsible for (i) maintenance or repairs to the Premises as further set forth in Section 7, (ii) snow and ice removal from all walkways and sidewalks immediately abutting the Premises, (iii) regular removal and disposal of all trash and waste from the Premises, and (iv) keeping the Premises free from all pests, vermin and rodents.

6.2. Tenant shall be solely responsible for its initial fit up/build-out at its sole cost and expense subject to agreed-upon architectural plans submitted to Landlord in advance. During the Term, Tenant shall have the right to make changes, renovations, alterations and additions (“**Alterations**”) to the interior and exterior of the Premises that are not structural subject to the prior written consent of the Landlord, which shall not be unreasonably withheld, delayed or conditioned. The term Alterations includes interior and exterior painting.

6.3. All alterations, improvements, and changes will be at the cost of Tenant, and shall become the property of Landlord, and shall remain upon and be surrendered with the Premises, excepting, however, that at Landlord’s option, Tenant shall, at its expense, when surrendering the Premises, remove anything installed in the Premises by Tenant, in order to restore the Premises to its original condition; that all damage or injury done to the Premises by Tenant, or by any person who may be in or on the Premises with the consent of Tenant, shall be paid for by Tenant; and, that Tenant shall, at the termination of this Lease, surrender the Premises to Landlord in as good condition and repair with normal wear and tear as reasonable and proper use of the Premises will permit. Tenant shall not be permitted to make any structural changes to the Premises.

7. **MAINTENANCE OF PREMISES AND THE PROPERTY.**

7.1. Tenant agrees to operate its business and maintain the Premises in a manner that will comply with all applicable legal requirements all Governmental Authorities, including, without limitation, those of the Commonwealth of Pennsylvania, and the Borough of Conshohocken.

7.2. Except as otherwise provided for herein, Tenant shall be responsible for maintaining and making all repairs and replacements necessary to maintain and keep the interior portions of the Premises, in good condition and working order, including but not limited to the repair and replacement of all systems (HVAC, plumbing, electrical, etc.) exclusively serving the Premises. Landlord shall only be responsible to maintain and repair, common Property systems, the structural portions of the Property, including the exterior walls and roof at its sole expense; provided, however that if any such portions of the Property are damaged as a result of the negligence or willful conduct of Tenant, its employees, invitees or contractors, then Tenant shall be solely responsible for all necessary repairs and replacements caused by such damage, and same

shall be deemed Additional Rent owed to Landlord hereunder. Except for instances of Landlord's negligence or intentional acts, Landlord shall not be liable to Tenant for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, downspouts or the like or of the electrical, gas, power, sprinkler, or HVAC systems; or by reason of the elements; or attributable to any interference with, interruption of or failure, beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. Without liability or responsibility to Tenant and without diminution of, or deduction from Rent, Landlord may from time to time suspend operation of the heating, air-conditioning, plumbing and electrical systems, or any service required to be rendered to Tenant under this Lease, when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's control, or at such time as repairs, alterations, replacements or improvements thereto are required to be made. Landlord shall use reasonable efforts to not interfere with the services to be supplied to Tenant but this shall not be deemed to be a representation or warranty to do so. Landlord shall have no liability for any loss to Tenant due to suspension or loss of electrical service where Tenant experiences losses of product, inventory or business due to loss of lighting, refrigeration or due to any other cause.

7.3. If any construction liens shall be filed against the Property or the Premises by reason of work, labor, services or materials supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant, Tenant shall, within thirty (30) days after receiving notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. It is expressly understood and agreed that Landlord shall not be subject to such liability for any work performed or material supplied by or on behalf of Tenant or at Tenant's request; and such work or materials shall be solely upon the credit of the Tenant and Landlord shall have no liability or obligation with respect thereto. Any provisions of this Lease pursuant to which the Tenant may perform any work, alterations, improvements or installations at the Premises or Property, shall not be deemed to constitute a consent by Landlord thereto for purposes of any applicable lien laws.

8. **LATE CHARGE.** Tenant shall pay a late charge ("**Late Charge**") of five percent (5%) of any installment of Basic Rent or Additional Rent or any other charge under this Lease (or any portion thereof) that is not paid within ten (10) days of the date when such payment is due and payable under this Lease. In addition, any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the Wall Street Journal Prime Rate published from time to time. At any time that Tenant has failed more than on three occasions to pay Rent or other charges within ten (10) days after the same shall have become due and payable under this Lease, Landlord shall not be obligated to accept any payment from Tenant unless payment is made in immediately available funds.

9. **SECURITY DEPOSIT.** Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Section 1 of this Lease. The Security Deposit is due upon the signing of this Lease by Tenant. If Landlord applies any part of the Security Deposit to cure any default of Tenant, Tenant shall immediately deposit with Landlord the amount so applied so that Landlord

shall have the full Security Deposit on hand at all times during the Term of this Lease. Landlord, in the event that the Premises are sold, shall transfer and deliver the Security Deposit, as such, to the purchaser of the Premises and shall notify Tenant thereof, and thereupon Landlord shall be released and discharged from any further liability in reference thereto. Tenant shall not be entitled to any interest on the Security Deposit. Within sixty (60) days of the expiration or termination of this Lease, Landlord shall return all or any unused portion of the Security Deposit to Tenant.

10. **CONDUCT OF BUSINESS BY TENANT.**

10.1. Tenant agrees to be open for business and to operate its business throughout the entire Term except for casualty, remodeling or governmentally ordered shut down. Tenant shall notify Landlord in writing in advance of anticipated closure and advise Landlord of the dates it will be closed in advance. Tenant shall conduct its business at all times in a first-class and reputable manner at all times.

10.2. Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all Governmental Authorities (collectively "**Laws**") affecting or applicable to the Premises or the cleanliness, safety, occupancy and use of the same. Nothing contained herein shall prevent or prohibit Tenant, in good faith and at its own cost and expense, from contesting, by appropriate legal proceedings, the applicability, enforceability or validity of any laws, ordinances, regulations, and requirements. Tenant shall indemnify and hold Landlord harmless against any claim, liability, damage or loss suffered by Landlord in connection with or arising out of such contest.

10.3. Tenant shall not do or permit anything to be done in or about the Premises, or bring anything therein, which will violate any such Laws, or in any way obstruct or interfere with the rights of others, nor shall Tenant use or allow the Premises to be used for any improper, immoral or purposes.

10.4. No auction, yard sales, fundraisers, liquidation, going out of business, fire or bankruptcy sales may be conducted or advertised by sign or otherwise in the Premises, except with the express prior written consent of the Landlord which consent may be withheld for any or no reason.

10.5. Tenant shall not permit or suffer the Premises to be occupied or used in a manner constituting a public nuisance by reason of noise, odors (other than normal odors associated with the cooking of food), vibrations or interfere in any way with other tenants or those having business therein.

10.6. Tenant shall not store anything in the service or exit corridors outside of the Premises but on the Property. Tenant agrees that all receiving, shipping and delivery of goods and merchandise, and all removal of merchandise, supplies, equipment, trash and garbage, and all storage of trash and garbage, shall be in the areas designated by Landlord.

10.7. Tenant shall not use or permit the use of any portion of the Premises as sleeping quarters, lodging rooms, or for any unlawful purposes.

10.8. Tenant shall not install any radio, cable television, antennae or any other similar device to the exterior to the Premises.

10.9. Tenant, at Tenant's sole cost and expense, shall at all times during the Term:

10.9.1 Keep the inside and outside of all glass in the doors and windows of the Premises clean and in good repair.

10.9.2 Keep all exterior store surfaces of the Premises clean.

10.9.3 Replace promptly any cracked or broken glass of the Premises with glass of like kind and quality.

10.9.4 Maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests.

10.9.5 Keep any garbage, trash, rubbish or refuse in vermin-proof containers within the Premises until removed.

10.9.6 Install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any Governmental Authorities and/or by the insurance underwriters insuring the Property.

10.10. During the Term, Tenant shall not commit or suffer to be committed any waste upon the Premises and shall not place a load upon any floor of the Premises which exceeds the weight per square foot which such floor was designed to carry, so long as Landlord provides Tenant notice of such weight-bearing capacity, or commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any tenant or other lawful occupant of the Property.

10.11. Any damage sustained by any Party caused by mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair is the responsibility of Tenant under this Lease and such responsibility has not been properly performed, shall be paid by Tenant, and, in such circumstances, Tenant shall indemnify, defend (with attorneys reasonably satisfactory to Landlord) and hold Landlord harmless from and against any and all claims, actions, damages, and liability resulting from breach of its foregoing obligation, including, but not limited to, attorneys and other professional fees (including attorneys and professional fees incurred in enforcing this indemnity), and any other cost which Landlord might reasonably incur. Tenant's indemnification obligations will survive expiration or termination of this Lease for a period of two years thereafter.

11. **DAMAGE TO PREMISES.** Tenant shall repair at its sole cost and expense any damage to the Premises or the Property caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of any such property, regardless of fault or by whom caused, unless caused by Landlord, its agents, employees or contractors. Failure of Tenant to make such repairs within fifteen (15) days after delivery (except in case of emergency) of written notice to Tenant, Landlord may make such repairs and Tenant agrees to pay Landlord for the reasonable

cost incurred in making such repairs promptly upon Landlord's demand.

12. **TENANT IMPROVEMENTS.** Tenant shall not improve or alter the Premises other than in accordance with Section 6, hereof. Any alteration or improvements made by Tenant which have been approved by Landlord shall be at the sole cost and expense of Tenant. Tenant shall, at its sole cost and expense, obtain any and all permits and approvals required for such alterations and/or improvements by applicable Laws. Tenant agrees that any improvements or alterations approved by Landlord shall be constructed in a good and workmanlike manner. During the Term, Tenant shall maintain such improvements and alterations in good condition. Tenant agrees that any additions, alterations and improvements made by it to the Premises (leasehold improvements) shall upon termination of the Lease automatically and without payment become the property of the Landlord and shall remain upon the Premises in the absence of any written agreement to the contrary. If the Tenant is not in default of any Rent at the expiration or sooner termination of this Lease, Tenant may remove any and all trade fixtures from the Premises.

13. **SIGNS.** Tenant shall not place or suffer to be placed or maintained on the exterior of the Premises any sign, advertising matter or any other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter (a "**Sign**") on the glass of any window or door of the Premises without Landlord's prior written approval, which shall not be unreasonably withheld, delayed or conditioned. The size, content, design and location of any Sign shall be subject to the prior written approval of the Landlord, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, that Tenant shall be limited to one (1) exterior sign. Tenant shall maintain any such Sign as may be approved by Landlord in good condition and repair at all times during the Term. If the Tenant places any sign at the Premises or the Property in contravention of this Section 13, said Sign shall be subject to removal by the Landlord without notice to Tenant and such removal shall not be considered a breach of this Lease. Tenant shall, at its sole cost and expense, obtain any and all governmental, quasi- governmental and other permits and approvals required with respect to any signs approved by the Landlord.

14. **UTILITIES.** Tenant has inspected the Premises and has determined that there are hook ups for water, sewer, electricity and gas sufficient for Tenant's use of the Premises. Tenant shall make all arrangements for and shall cause all utilities and services to be furnished to the Premises, which are separately metered as of the Effective Date. So long as utility services are separately metered for the Premises, Tenant shall pay directly to the public utilities promptly as and when due and payable metered or assessed charges for utilities and services used or consumed in or in connection with the Premises. Landlord shall not be liable to Tenant for damages or otherwise as a result of any interruption in the service of water, electricity, heating, air conditioning or other utilities and services caused by the making of necessary repairs or by means beyond Landlord's control. As of the date hereof, the separately metered utilities servicing the Premises include electricity and gas.

15. **INSURANCE AND INDEMNITY.**

15.1. The following requirements (collectively, the "**Insurance Requirements**") shall be complied with by Tenant at all times during the Term:

(a) Tenant, at Tenant's expense, during the Term, shall obtain and keep in full and effect:

(i) An insurance policy for Tenant's personal property and Alterations made by, or on behalf of, Tenant, in either case to the extent insurable under the available standard forms of "Special Cause of Loss Form" insurance policies, in an amount equal to one hundred percent (100%) of the replacement value thereof and include coverage for the perils of windstorm and mechanical/equipment breakdown, and provide coverage extensions for demolition and increased cost of construction, civil authority and utility service interruption to the extent available at a commercially reasonable premium cost. The policy shall include business interruption for any time during which the Premises are fully or partially untenable due to an occurrence covered by the insurance policy. Such business interruption insurance shall include an extended period of indemnity of at least twelve (12) months and be provided on an actual loss sustained basis or a dollar value to cover at least twelve (12) months of Rent under this Lease.

(ii) A policy of commercial general liability insurance, on an occurrence basis, insuring against risks or bodily injury and property damage, personal injury, contractual liability, completed operations and legal liability in connection with Tenant's business operations, use, occupancy, maintenance and/or repair of the Premises, with a combined single limit in the amount of not less than \$1,000,000 per occurrence, with at least a \$2,000,000 minimum general aggregate limit. Such coverage shall include a cross liability endorsement covering claims by an insured against another insured. Landlord and the managing agent for the Property, if and to the extent its identity is adequately disclosed in writing to Tenant, shall be named as additional insured under such commercial general liability policy, including the umbrella or excess liability policy set forth below. Coverage afforded to additional insured parties shall be primary to any coverage independently carried by any such additional insured and shall cover their respective employees and agents.

(iii) Workers compensation insurance as required by law.

(iv) Umbrella form or excess liability insurance providing, at a minimum coverage over the commercial general liability insurance policy, referred to in (2) herein, with a limit of not less than \$1,000,000 per occurrence and per aggregate.

(b) To the extent available at a commercially reasonable premium cost, Tenant's insurance policies shall contain a provision that (a) no act or omission of Tenant shall affect or limit the obligation of the insurer to pay the amount of any covered loss to the fullest extent under the applicable policy, and (b) the policy is non-cancelable with respect to the Landlord unless at least thirty (30) days of advance written notice is given to Landlord, except that Tenant's insurance policies may be cancelable on no less than ten (10) days of advance written notice to Landlord for non-payment of premium. If Tenant receives any notice of cancellation or any other notice from the insurance carrier which may adversely affect the coverage of the insured's under Tenant's insurance policies, then Tenant shall immediately deliver to Landlord a copy of such notice.

(c) Tenant shall cause Tenant's insurance policies to be issued by reputable and independent insurers that are (x) permitted to do business in the Commonwealth of Pennsylvania, and (y) rated in Best's Insurance Guide, or any successor thereto, as having a general policyholder rating of A and a financial rating of at least VII (it being understood that if such ratings are no longer issued, then such insurer's financial integrity shall conform to the standards that constitute such ratings from Best's Insurance Guide as of the date hereof).

(d) Tenant has the right to satisfy Tenant's obligation to carry Tenant's property policy and liability policy with a blanket insurance policy.

15.2. Subject to the provisions of this Section 15, Tenant shall obtain an appropriate clause in, or endorsement on, any insurance policy carried by Tenant pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery. Tenant also agrees that, having obtained such clauses or endorsements of waiver of subrogation or consent to a waiver of right of recovery, Tenant shall not make any claim against or seek to recover from Landlord for any loss or damage to its property or the property of others resulting from fire or other hazards to the extent covered by Tenant's insurance policies; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by and be coextensive with the terms and provisions of the waiver of subrogation clause or endorsements or clauses or endorsements consenting to a waiver of right of recovery.

15.3. If Tenant is unable to obtain the inclusion of the waiver of subrogation provision described in Section 15.2 above, even with the payment of a commercially reasonable additional premium, then Tenant shall attempt to name the Landlord as an additional insured (but not a loss payee) under the applicable insurance policy. If the payment of an additional premium is required for naming the Landlord as an additional insured (but not a loss payee), then Tenant shall advise the Landlord of the amount of any such additional premium and Landlord at its own election may, but shall not be obligated to, pay such additional premium. If the Landlord does not elect to pay such additional premium or if it is not possible to have Landlord named as an additional insured (but not loss payee), even with the payment of an additional premium, then (in either event) Tenant shall so notify the Landlord and Tenant shall not have the obligation to name Landlord as an additional insured.

15.4. On or prior to the Effective Date, Tenant shall deliver to Landlord appropriate certificates of insurance required to be carried by Tenant pursuant to this Section 15, including evidence of waivers of subrogation and naming of additional insured's in either case as required herein. Following Landlord's specific written request to Tenant, Tenant shall deliver to Landlord evidence of each renewal or replacement of a policy at least ten (10) days prior to the expiration of such policy.

15.5. Landlord shall have the right, following the initial Term, on not less than thirty (30) days' prior written notice to Tenant, to require that Tenant increase the amounts and/or types of coverage required to be maintained under this Section 15 to the amounts or coverage's then customary for similar commercial properties in the vicinity of the Property, so long as such notice is accompanied by documentation demonstrating such increased or changed coverage.

15.6. Tenant shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken in and about the Premises. Notwithstanding anything contained in the foregoing, Tenant shall be permitted to self-insure with respect to plate glass if the Tenant is not able to obtain insurance coverage for this exposure.

15.7. Any contractors performing Alterations for the Tenant in the Premises shall carry commercial general liability insurance and worker's compensation insurance coverage while performing any such Alterations in the Premises. Such commercial general liability coverage to be maintained by Tenant's contractors shall be for such limits of liability as reasonably required by the Landlord, but in no event shall be less than \$500,000 per occurrence with at least a \$1,000,000 minimum general aggregate limit. The Landlord and the managing agent shall be named as an additional insured on such commercial general liability policy to be maintained by Tenant's contractor. Evidence of such required coverage shall be submitted to the Landlord prior to the commencement of any such Alterations by the Tenant. While any such Alterations are continuing in the Premises, such policies shall be non-cancellable without at least ten (10) days written notice to the Landlord.

15.8. Except to the extent caused by the act or neglect of Landlord, Tenant shall indemnify, defend (with attorneys satisfactory to Landlord) and hold Landlord harmless from and against any and all claims, actions, damages, and liability in connection with any losses or damage to property or injuries to persons occasioned wholly or in substantial part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, customers, licensees, invitees, subtenants, assignees or successors, including, but not limited to, attorneys and other professional fees (including attorneys and professional fees incurred in enforcing this indemnity), and any other cost which Landlord might reasonably incur in connection with the defense of any such claim. Tenant's indemnification obligations will survive expiration or termination of this Lease for a period of two years after Tenant has vacated the Premises, irrespective of the reason or reasons therefor.

16. **SUBORDINATION.** This Lease is and shall be subject and subordinate to all mortgages now or hereafter affecting the Premises. This Lease is and shall also be subject and subordinate to the terms, conditions and provisions of any and all declarations, restrictive covenants, easements or other encumbrances now or hereafter affecting the Premises.

17. **ASSIGNMENT AND SUBLETTING.**

17.1. General: Tenant, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, covenants that it shall not assign, mortgage or encumber this Lease, nor sublease, or permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of the Landlord, in each instance, which consent, shall not be unreasonably conditioned, withheld or delayed. The transfer of control, or of a majority of the issued and outstanding capital stock, of any corporate tenant of this Lease or a majority interest in any partnership, limited liability company or other entity tenant, however accomplished, and whether in a single transaction or a series of transactions, shall constitute an assignment of this Lease for this purpose.

17.1.1 Under no circumstances may Tenant assign this Lease or sublet the Premises for a use other than the Permitted Use without the prior written consent of the Landlord.

17.1.2 Tenant will pay all Landlord's reasonable out-of-pocket expenses related to an approved assignment or subleasing provided for in this Section 17 including, but not limited to, fees for attorneys, architects, etc. up to a maximum amount of documented expenses totaling \$2,500. Tenant will pay such charges upon Landlord's demand or with the next installment of Basic Rent due, whichever occurs first.

17.1.3 Any rights to sublet, mortgage, hypothecate, sublease or assign which Landlord may grant are exclusive to Tenant, and may not be transferred. In no event will any assignment or sublease of the Premises, or any other use or occupancy arrangement, whether or not Landlord's consent thereto is required or is obtained, relieve Tenant of any of its responsibilities under this Lease.

17.1.4 In the event that Tenant sublets a portion or all of the Premises in accordance with the terms and conditions of this Lease and the total fixed rent plus additional rent to be charged to the subtenant(s) per square foot exceeds the total Basic Rent, and Additional Rent per square foot provided for herein, then in such event, 50% of such excess Rent will be payable by Tenant to Landlord as Additional Rent.

17.1.5 Upon Tenant's request, Landlord shall approve an assignment of this Lease to an assignee in connection with the sale of substantially all of Tenant's assets, provided such assignee is at least as creditworthy as Tenant. In such instance, Landlord may also require a guarantee from a principal or principals of the assignee on terms and conditions substantially similar to the terms of the Guaranty attached to this Lease as **Exhibit A**.

17.2. **Any Assignment Void:** Any assignment or sublease in violation of Tenant's express obligations under this Section 17 is void, and shall constitute a breach of this Lease. If this Lease is assigned, or if the Premises or any part thereof are subleased or occupied by anyone other than the Tenant without Landlord's prior written consent, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant and apply the net amount collected to Rent. Such collection of Rent shall not be deemed to be Landlord's consent to any such assignment or sublease or to release the Tenant from liability under this Lease.

18. **ENVIRONMENTAL MATTERS.**

18.1. **Hazardous Substances:** Tenant shall not cause or permit to occur: (i) any violation of any present or future federal, state or local law, ordinance or regulation related to environmental, health or safety conditions in or about the Premises ("**Environmental Laws**"), including but not limited to, improvements or alterations made to the Premises at any time by Tenant or contractors, or (ii) the use, generation, release manufacture, refining, production, processing, storage or disposal of any "Hazardous Substances" (as hereinafter defined) in or about the Premises, or the transportation to or from the Premises of any Hazardous Substances, provided that office equipment and cleaning and maintenance materials that contain Hazardous Substances may be used or stored on the Premises provided further that such use or storage is incident to and reasonably necessary for the operation of the Premises by Tenant and is compliance with the

Environmental Laws.

18.2. Indemnity: Tenant, at its sole cost and expense, shall comply with all Environmental Laws, including, without limitation, all reporting requirements and the performance of any remediation required by any Governmental Authorities as a result of such noncompliance. Tenant shall indemnify, defend (with attorneys satisfactory to Landlord) and hold harmless Landlord and its employees from and against all fines, suits, claims, actions, damages, liabilities, costs and expenses (including attorneys and professional fees) (including attorneys and professional fees incurred in enforcing this indemnity) occasioned wholly or in part by or resulting from Tenant's failure to comply with its obligations under this Section 18. Tenant's indemnification obligations will survive expiration or termination of this Lease after Tenant vacates the Premises, irrespective of the reasons therefor.

18.3. Hazardous Substances Defined: "**Hazardous Substances**" shall include, without limitation, flammables, explosives, radioactive materials, asbestos containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and petroleum products, chlorofluorocarbons and substances declared to be hazardous or toxic under any present or future law, ordinance or regulation.

18.4. Wastes: Tenant, at its sole cost and expense, agrees to comply with each present and future law, ordinance and regulation regarding the collection, sorting, separation, or recycling or waste products, garbage, refuse and trash (collectively, "**Wastes**") in or about the Premises. Tenant shall sort and separate Wastes into such categories as required by law. Each separately sorted category of Wastes shall be placed in separate receptacles. Such separate receptacles shall be removed from the Premises in accordance with a collection schedule prescribed by law or as otherwise prescribed by Landlord. Landlord reserves the right to refuse to collect or accept from Tenant any Wastes that are not separate and sorted as required by law, and to require Tenant to arrange for such collection at Tenant's expense. Landlord may, additionally, promulgate rules and regulations concerning the disposal of Wastes in order to more completely implement the provisions of this Section.

19. **OMITTED.**

20. **DESTRUCTION OF PREMISES.**

20.1. Repair; Rent Abatement: If the Premises shall be damaged by fire, the elements, accident or other casualty ("**Casualty**"), but the Premises are not thereby rendered untenantable in whole or in part, Landlord shall, at its sole cost and expense, cause such damage to be repaired, without abatement of rent. If, as a result of Casualty, the Premises are rendered untenantable in part, Landlord shall, at its sole cost and expense, cause such damage to be repaired, and the Rent shall be abated proportionately as to the portion of the Premises rendered untenantable from the date of such Casualty until the Premises are rendered tenantable. If, as the result of a Casualty, the Premises are rendered wholly untenantable, Landlord may, subject to Section 20.2, at its sole cost and expense, cause such damage to be repaired and the Rent and other charges shall be abated from the date of such Casualty until the Premises, or any portion thereof that have been

rendered tenantable, has been restored. In no event shall Landlord be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property, including inventory, trade fixtures, floor covering, furniture, supplies, records and other property removable by Tenant under the provisions of this Lease. Notwithstanding the foregoing, if the Casualty is due, in whole or in part, to any action or omission by Tenant or the Tenant's agents, employees, guests, customers, licensees, invitees, subtenants, assignees or successors, Tenant shall, at its sole cost and expense, cause such damage to be repaired, without abatement of rent, to the extent that such cost and expense is covered by any insurance that Tenant is required to provide under this Lease.

20.2. Termination by Landlord: If, as result of a Casualty, the Premises are (i) rendered wholly untenable as a result of any cause which is not covered by Landlord's insurance, then, and only in such event, Landlord may terminate this Lease by giving to Tenant notice of such termination within ninety (90) days after the occurrence of such event.

21. **CONDEMNATION; EMINENT DOMAIN.** If the whole or any part of the Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date Tenant is required to yield possession thereof to the condemning authority. Landlord shall make such repairs and alteration as may be practicable in order to restore the part not taken to useful condition and the Rent shall be reduced proportionately as to the portion of the Premises so taken. If the portion of the Premises so taken renders the Premises unusable for the Permitted Use, either party may terminate this Lease on the date the Tenant is required to yield possession. Tenant shall not be entitled to any portion of the award for the fee or Landlord's leasehold interest, and the entire award shall belong to Landlord; provided, that Tenant may pursue a separate claim against the condemning authority for relocation and related damages

22. **TERMINATION/EVENTS OF DEFAULT.**

22.1. Event of Default/Notice/Cure Rights/Termination: In the event of (i) any failure of Tenant to pay any Rent or other charges due hereunder when due and subject to the notice to cure set forth below, or (ii) any failure of Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant and subject to the notice to cure set forth below or (iii) Tenant's failure to move into the Premises on the delivery of possession and begin preparing for the opening of Tenant's business, or (iv) failure to operate its business at the Premises in accordance with its obligations under this Lease, or (v) abandonment of the Premises, or permitting Tenant's interest in the Premises to be taken or transferred under any writ of execution, or (vi) Guarantor generally does not, or is unable to, or admits in writing its inability to, pay its debts as they become due or is subject to the filing of a petition, case or proceeding in bankruptcy, (each an "**Event of Default**"), then in any such event, Landlord shall give Tenant written notice, in reasonable detail sufficient to enable Tenant to cure such declared default, declaring that Tenant is in default of its specified obligation or obligations under this Lease and that, if such Event of Default is not cured, in the case of (i) above, within ten (10) days of such notice, in the case of (ii) within the longer of thirty (30) days of such notice or such additional time as may be reasonably required to effect such cure, and in the case (iii) above to resume operation of Tenant's business at the Premises within thirty (30) days of such notice, then, and in such event Landlord may, by written notice to Tenant, terminate the Term on not less than ten (10) calendar

days thereafter and thereupon Landlord shall have the right to bring proceeding to recover possession of the Premises from the Tenant's holding over and/or Landlord may, in any such event, without notice, re-enter the Premises whether by force or otherwise and dispossess by summary proceedings or otherwise, Tenant or any other occupant of the Premises, and remove their effects and hold the Premises as if this Lease had not been made and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. In the event of re-entry by Landlord, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within ten (10) days after Tenant has vacated the premises, then such property shall be deemed abandoned by Tenant and Landlord may dispose of this same without liability to Tenant.

22.2. Right to Relet: Should Landlord elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other commercially reasonable terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and the costs of any alterations and repairs; third, to the payment of Rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and sums shall be more, Tenant shall have no right to the excess, but such excess shall be applied by Landlord against any amount or amounts due and payable by Tenant under this Lease. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord, at any time after an Event of Default that is capable of being cured has not been timely cured, in addition to any other remedies it may have, may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and amounts of Rent as it becomes due and payable under this Lease. Landlord shall engage in reasonable and good faith efforts to mitigate its damages resulting from any breach, default or violation by Tenant of any of its obligations under this Lease. The terms "entry" and "reentry" are not limited to their technical meanings.

22.3. Landlord's Lien: In addition to any applicable lien, none of which are to be deemed waived by Landlord, Landlord shall have, at all times, and Tenant hereby grants to Landlord, a valid lien and security interest to secure payment of all rentals and other sums of

money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently or which may hereafter be situated on the Premises, with the exception of any such property that is on consignment from third party owners or are the subject of institutional or other third party financing, and all proceeds there from, and such property shall not be removed there from without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an uncured Event of Default by Tenant and Tenant's discontinuing its normal business operations at the Premises, Landlord may, in addition to any other remedies provided herein, peaceably enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving notice, Landlord shall give notice of any such sale to Tenant in the manner prescribed in the Notices section of this Lease at least twenty (20) days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and other expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Section. Any surplus shall be paid to Tenant or as otherwise required by law; and Tenant shall pay any deficiencies forthwith. Tenant authorizes Landlord to file one or more financing statements in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the Commonwealth of Pennsylvania.

22.4. Legal Expenses: In any action or proceeding to enforce its rights under this Lease, the prevailing Party may recover from the other Party all reasonable costs incurred in connection therewith, including reasonable attorneys' fees and court costs, and post-judgment collection costs. Landlord may collect such costs as Additional Rent under this Lease.

22.5. Mitigation of Damages: Landlord shall engage in reasonable and good faith efforts to mitigate its damages resulting from any uncured Event of Default by Tenant under this Lease.

23. **JURY TRIAL WAIVER and CONFESSION OF JUDGMENT**. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF TENANT OR LANDLORD. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD'S ENTERING INTO THIS LEASE.

CONFESSIONS OF JUDGMENT.

FOR POSSESSION. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT OR UPON THE EXPIRATION OR TERMINATION OF THE TERM OF THIS LEASE, FOR THE PURPOSE OF OBTAINING POSSESSION OF THE PREMISES, TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD IN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, AS ATTORNEY FOR TENANT AND ALL PERSONS CLAIMING UNDER OR THROUGH TENANT, TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT FOR POSSESSION OF THE PREMISES, AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH TENANT, IN FAVOR OF LANDLORD, FOR RECOVERY BY LANDLORD OF POSSESSION THEREOF, FOR WHICH THIS AGREEMENT OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT; AND THEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE PREMISES, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED THE SAME SHALL BE TERMINATED AND THE POSSESSION OF THE PREMISES REMAINS IN OR IS RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON THE OCCURRENCE OF ANY SUBSEQUENT EVENT OF DEFAULT TO CONFESS JUDGMENT IN ONE OR MORE FURTHER ACTIONS IN THE MANNER AND FORM SET FORTH ABOVE TO RECOVER POSSESSION OF SAID PREMISES FOR SUCH SUBSEQUENT DEFAULT. TENANT WAIVES ALL ERRORS IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT. NO SUCH TERMINATION OF THIS LEASE, NOR TAKING, NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST TENANT FOR FIXED BASIC RENT, ADDITIONAL RENT OR FOR OTHER SUMS DUE HEREUNDER OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT HEREIN CONTAINED, NOR SHALL THE BRINGING OF ANY SUCH ACTION FOR RENT AND/OR OTHER SUMS DUE HEREUNDER, OR BREACH OF COVENANT OR CONDITION NOR THE RESORT TO ANY OTHER REMEDY HEREIN PROVIDED FOR THE RECOVERY OF RENT AND/OR OTHER SUMS DUE HEREUNDER OR DAMAGES FOR SUCH BREACH BE CONSTRUED AS A WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE AND TO OBTAIN POSSESSION IN THE MANNER HEREIN PROVIDED.

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FOR MONEY DAMAGES. AFTER AN EVENT OF DEFAULT, TENANT HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR TENANT IN ANY SUCH COURT AT ANY TIME THEREAFTER TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TO CONFESS AND ENTER JUDGMENT AGAINST TENANT AND IN FAVOR OF LANDLORD FOR SUCH AGGREGATE AMOUNT OF FIXED BASIC RENT, ADDITIONAL RENT AND OTHER SUMS DUE TO LANDLORD AS IS UNPAID UNDER THIS LEASE (INCLUDING THE ACCELERATED RENT COMPONENT) TOGETHER WITH COSTS AND ATTORNEYS FEES EQUAL TO THE LESSER OF

FIVE THOUSAND DOLLARS (\$5,000.00) OR FIVE PERCENT (5%) OF SUCH UNPAID AMOUNTS TO BE APPLIED AGAINST ACTUAL AND REASONABLE LEGAL FEES INCURRED. TENANT HEREBY RATIFIES AND CONFIRMS ALL THAT THE ATTORNEY MAY DO BY VIRTUE HEREOF AND WAIVES AND RELEASES ALL ERRORS WHICH MAY INTERVENE IN SUCH PROCEEDINGS. IF A COPY OF THIS LEASE SHALL BE PRODUCED IN ANY PROCEEDINGS BROUGHT UPON THE WARRANT OF ATTORNEY CONTAINED IN THIS SECTION, SUCH COPY SHALL BE CONCLUSIVE EVIDENCE OF SUCH PROTHONOTARY'S AND/OR ATTORNEY'S AUTHORITY TO TAKE THE ACTION SPECIFIED HEREIN AND IT SHALL NOT BE NECESSARY TO PRODUCE THE ORIGINAL INSTRUMENT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF, BUT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THERE IS OCCASION THEREFOR UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS LEASE.

TENANT HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, THE DUTIES IMPOSED ON ANY PERSON RELYING UPON OR EXERCISING THE WARRANT OF ATTORNEY TO CONFESS JUDGMENT CONTAINED IN THIS INSTRUMENT, AS SUCH DUTIES ARE PROVIDED IN SECTION 5601.3(B) OF THE PENNSYLVANIA PROBATE ESTATE AND FIDUCIARIES CODE, 20 PA.C.S.A., SECTION 5601.3(B). TENANT ACKNOWLEDGES THAT IT IS ITS EXPECTATION THAT LANDLORD SHALL, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER THIS INSTRUMENT, ENTER JUDGMENT BY CONFESSION AGAINST TENANT AND THEREAFTER RECOVER POSSESSION OF THE PREMISES OR COLLECT RENT AND SUCH OTHER SUMS AS ARE DUE, AND THAT SUCH ACTIONS BY LANDLORD ARE NOT CONTRARY TO TENANT'S BEST INTEREST, AND SUCH ACTION BY LANDLORD SHALL NOT CONSTITUTE AN ABSENCE OF LANDLORD'S GOOD FAITH, NOR AN ACTION BEYOND THE SCOPE OF AUTHORITY GRANTED BY THIS INSTRUMENT.

24. BANKRUPTCY OR INSOLVENCY.

24.1. Tenant's Interest not Transferable: Neither Tenant's interest in this Lease, or any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code ("Bankruptcy Code").

24.2. Other Bankruptcy and Insolvency Provision:

24.2.1 No default of this Lease by Tenant, either prior to or subsequent to the filing of a bankruptcy, insolvency, receivership, or assignment for the benefit of creditors proceeding or petition shall be deemed to have been waived unless expressly done so in writing by Landlord.

24.2.2 It is understood and agreed that this is a lease of real property which such lease is described in Section 365(b)(3) of the Bankruptcy Code (11 U.S.C. 365(b)(3)).

24.2.3 Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment of this Lease pursuant to the Bankruptcy Code are the following: (i) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; (ii) the deposit of an additional sum equal to three (3) months' Basic Rent or whichever is then applicable, to be held pursuant to the terms of Section 7 of this Lease; (iii) the use of the Premises as set forth herein of this Lease and the quality, quantity and/or lines of merchandise of any goods or services required to be offered for sale are unchanged; (iv) the reorganized debtor or assignee of such debtor in possession or of Tenant's trustee demonstrates in writing that it has sufficient background including, but not limited to, the financial ability to operate an establishment out of the Premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (v) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (vi) the Premises, at all times, remain a single store and no physical changes of any kind may be made to the Premises unless in compliance with the applicable provisions of this Lease.

25. **ACCESS BY LANDLORD.** Provided Landlord gives Tenant reasonable written notice, Landlord or Landlord's agents (including Landlord's lender(s)) shall have the right to enter the Premises at all reasonable times during normal business hours to examine the same and to show them to prospective purchasers or mortgagees but only after providing reasonable notice. Landlord shall avoid unreasonable disturbance to the Tenant's quiet enjoyment. Landlord or Landlord's agents (including Landlord's lender(s)) shall have the further right to enter the Premises to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the Rent and other charges reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise, so long as such repairs, alterations, improvements or additions are made after normal business hours. Notwithstanding anything to the contrary in this Section, Landlord or its agents (including Landlord's lender(s)) shall have immediate access to the Premises in case of emergency and in the event of such emergency Landlord or its agents (including Landlord's lender(s)) may enter the Premises without notice.

26. **TENANT'S PROPERTY.** Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or accidents in, the Premises or of defects therein or in any fixtures or equipment, promptly after it becomes known to Tenant.

27. **SURRENDER; HOLDING OVER AND SUCCESSORS.**

27.1. **Surrender.** Upon the Termination Date or other earlier termination of this Lease or Tenant's possessory rights to the Premises, Tenant shall quit and surrender the Premises to Landlord vacant, broom clean and in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove all of Tenant's personal property.

27.2. **Holding Over:** Any holding over after the expiration of the Term hereof

shall be construed to be a tenancy at sufferance at 150% of the monthly Basic Rent in effect immediately prior to the expiration of the Term, together with an amount estimated by Landlord for the monthly Additional Rent payable pursuant to this Lease, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over without Landlord's consent shall entitle Landlord to reenter the Premises as provided herein. Further, Tenant shall be liable for all damages, direct and consequential, sustained by Landlord resulting from retention of possession of the Premises by Tenant, including the loss of any proposed subsequent tenant or other increased rentals for any portion of the Premises.

27.3. Successors: All rights and liabilities herein given to, or imposed upon, the respective Parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in, or is authorize expressly authorized by, this Lease.

28. **RULES AND REGULATIONS.** Tenant agrees to comply with and observe all rules and regulations reasonably established or modified by Landlord from time to time. Tenant shall be given reasonable notice of any such regulations. Tenant's failure to keep and observe such rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the rules and regulations were contained herein as covenants. In the case of any conflict between such rules and regulations and this Lease, this Lease shall be controlling.

29. **MISCELLANEOUS.**

29.1. Waiver: Election of Remedies: One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach by Tenant of a covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in a writing signed by Landlord. The rights and remedies of Landlord under this Lease or under any specific Article, Section, Subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord has or may have elsewhere under this Lease or at law or equity, whether or not such Article, Section, Subsection or clause expressly so states.

29.2. Entire Agreement: All Exhibits and Riders, if any, attached hereto form a part of this Lease and shall be given full force and effect, as fully as if set forth at length herein. This Lease and said Exhibits and Riders, if any, so attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each Party.

29.3. Interpretation and Use of Pronouns: Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that neither the method of computation or Basic Rent, or Additional Rent, nor any other provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant under applicable law. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

29.4. Unavoidable Delays: In the event that either Party shall be delayed in the performance of its initial construction or maintenance and/or repair obligations by reason of strikes, lockouts, labor troubles, inability to procure materials or shall at any time be so delayed by reason of failure of power, restrictive governmental laws or reasons of a similar nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing contained in this Section shall excuse Tenant from the continuous operation of its business in the Premises in accordance with the provisions of this Lease. The provisions of this Section shall not operate to excuse Tenant from payment of Rent or any other payments required by the terms of this Lease. Further, Landlord's reduction of heat, light, air conditioning, or any other services whatsoever to the Premises or other parts of the Property shall not relieve Tenant from its obligations under this Lease, except to the extent that Tenant's compliance with its non-monetary obligations under this Lease is adversely affected by such reduction.

29.5. Notices: Notwithstanding the fact that certain descriptions elsewhere in this Lease of notices required to be given by one Party to the other may not state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be sent by United States certified mail, return receipt requested, postage prepaid, overnight courier or facsimile together with regular mail and shall be addressed (a) if to Landlord, at the address set forth on Page 1, or at other address as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord and (b) if to Tenant, at the Premises or the address set forth in Page 1 of this Lease, or such other address as Tenant shall designate by written notice. Notices may be given by the Parties' respective legal counsel but must be signed on or behalf of the Party giving such notice.

29.6. Captions and Section Numbers: The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

29.7. Recording: Tenant shall not record this Lease or any memorandum thereof, without Landlord's prior written consent.

29.8. Intentionally Omitted.

29.9. Transfer of Landlord's Interest: In the event of any transfers of Landlord's

interest in the Premises, including any so-called sale lease back, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer under this Lease, provided that (i) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, or credited in full to Tenant; and (ii) notice of such sale, transfer or lease shall be delivered to Tenant in reasonable detail so that Tenant can reasonably comprehend the transfer transaction and as further required by law. Upon the termination of any such lease in a sale lease back transaction including the Premises occurring prior to expiration or sooner termination of this Lease, the former ground lessee under such transaction shall become and remain liable to Tenant as Landlord under this Lease until such ground lessee's interest has been terminated by a further transfer or termination of its interest. No holder of a mortgage to which this Lease is or may be subordinate, and no Landlord under a so called sale lease back, shall be responsible in connection with the security deposited under this Lease, unless such mortgagee or Landlord shall have actually received the security deposited under this Lease either directly from Tenant or otherwise.

29.10. Liability of Landlord: If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Property, out of rents or other income from such property received or receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Property, or from proceeds of insurance or condemnation paid with respect to any interest in the Property, subject, nevertheless, to the rights of Landlord's mortgagee.

29.11. Accord and Satisfaction: Payment by Tenant or receipt by Landlord of a lesser amount than the Rent or other charges herein stipulated shall be deemed to be on account of the earliest due and payable stipulated Rent or other charges, and no endorsement or statement on any check or any letter accompanying any check payment as Rent or other charges shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other charges or pursue any other remedy in this Lease against Tenant.

29.12. Governing Law: This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29.13. Specific Performance of Landlord's Rights: Landlord shall have the right to obtain specific performance of any and all of the covenants and obligations of Tenant under this Lease, and nothing contained in this Lease shall be construed as or shall have the effect of abridging such right.

29.14. Certain Rules of Construction: Time is of the essence of this Lease.

Notwithstanding the fact that certain references elsewhere in this Lease to acts required to be performed by Tenant hereunder omit to state that such acts shall be performed at Tenant's sole cost and expense, unless the context clearly implies to the contrary each and every act to be performed or obligations to be fulfilled by Tenant pursuant to this Lease shall be performed or fulfilled at Tenant's sole cost and expense.

29.15. Landlord's Statutory Rights: Landlord shall have all rights and remedies now or hereafter existing at law with respect to the enforcement of Tenant's obligations hereunder and the recovery of the Premises. No right or remedy herein conferred upon or reserved to Landlord shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law. Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

29.16. No Broker. Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Lease and that no other broker, finder or like entity procured or negotiated this Lease or is entitled to any fee or commission in connection herewith. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all Losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, and/or the above representation being false.

30. TENANT REPRESENTATIONS.

30.1. Authority. Tenant represents and warrants to Landlord that: (i) Tenant IS duly organized and is validly existing and in good standing in the state in which it was formed/organized; (ii) Tenant is legally authorized to do business in the Commonwealth of Pennsylvania; (iii) the person(s) executing this Lease on behalf of Tenant is(are) duly authorized to do so; and (iv) Tenant has the full corporate or partnership power and authority to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

30.2. OFAC. Each party hereto represents and warrants to the other that such party is not a party with whom the other is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Each party hereto is currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto. Each party hereto shall defend, indemnify, and hold harmless the other from and against any and all claims, damages, Losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) incurred by the other to the extent arising from or related to any breach of the foregoing certifications. The foregoing indemnity obligations shall survive the Termination Date.

31. **GUARANTY.** Guarantors are guaranteeing this Lease in accordance with the Guaranty set forth on the attached **Exhibit A.** Tenant acknowledges that Landlord would not have entered into this Lease without such guaranty, and that such guaranty, therefore, is integral to the lease transaction set forth herein.

[Signatures on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first written above.

LANDLORD:

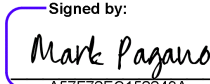
**DIMEO G.L. REAL ESTATE
HOLDING, LTD**

By:  DocuSigned by:
CA656EC6B928411...
Name: Giuseppe DiMeo
Title: President

THE UNDERSIGNED TENANT ACKNOWLEDGES THAT IT FULLY UNDERSTANDS THE CONFESSIONS OF JUDGMENT AND WAIVERS CONTAINED IN SECTION 23 HEREOF AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY ENTERS INTO THIS LEASE FULLY COMPREHENDING THE RELINQUISHMENT OF CERTAIN RIGHTS BY VIRTUE OF SUCH CONFESSIONS OF JUDGMENT AND WAIVERS.

TENANT:

MPNC FOODS LLC,
a Pennsylvania limited liability company

By:  Signed by:
A57F72EC152243A...
Name: Mark Pagano
Title: Member

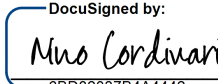
By:  DocuSigned by:
6BD82037B4A4442...
Name: Nino Cordivari
Title: Member

EXHIBIT A**GUARANTY****Dated:** 6/26/2025

In consideration of and as a material inducement for the execution of the foregoing Lease dated 6/26/2025, by and between **DIMEO G.L. REAL ESTATE HOLDINGS, LTD.**, a Pennsylvania corporation ("Landlord") and **MPNC FOODS LLC**, a Pennsylvania limited liability company d/b/a Pop's Steaks ("Tenant") for a certain premises located in the building located at 101 Fayette Street, Conshohocken, PA (as amended from time to time, the "Lease"), intending to be legally bound and for other good and valuable consideration received by the undersigned **NINO CORDIVARI** and **MARK PAGANO** (collectively, jointly and severally "**Guarantor**") hereby, jointly and severally, guarantees to Landlord, its successors and assigns, the full and prompt payment of all Basic Rent and Additional Rent and any and all other sums and charges payable by Tenant, its successors and assigns, under the Lease, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions, and agreements therein provided to be performed and observed by Tenant, its successors and assigns under the Lease (collectively, the "Liabilities"); and Guarantor does hereby become surety to Landlord, its successors and assigns for and with respect to all of the aforesaid obligations of Tenant under the Lease. Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns, in the payment of any such Basic Rent, Additional Rent or other sums or charges payable by Tenant under the Lease or in the performance of any of the covenants, terms, conditions or agreements contained in the Lease, Guarantor will forthwith pay such Basic Rent, Additional Rent or other sums or charges to Landlord, its successors and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all such covenants, terms, conditions and agreements, and will forthwith pay to Landlord all damages and all costs and expenses that may arise in consequence of any default by Tenant, its successors and assigns, under the Lease (including, without limitation, all attorneys' fees incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty).

This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security and this Guaranty shall be enforceable against Guarantor, its successors and assigns, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's intention to act in reliance hereon or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have

notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way impaired by (a) any amendment or modification of, or supplement to, or extension or renewal of, the Lease or any assignment or transfer thereof; (b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions or agreements contained in the Lease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time and for any length of time; (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding relating to Tenant, its successors and assigns or their properties or creditors; (d) any limitation on the liability or obligation of Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court; or (e) any transfer by Tenant or any assignment of its interest under the Lease.

Guarantor waives (a) all notices, including but not limited to (i) notice of acceptance of this Guaranty; (ii) notice of presentment, demand for payment, or protest of any of fa Liabilities; (b) all defenses, offsets and counterclaims which Guarantor may at any time have jointly or severally to any of the Liabilities; (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant; (d) the right to subrogation, reimbursement or indemnity for any amounts paid hereunder, and file right to recourse to any of Tenant's assets.

CONFESSION OF JUDGMENT: PLEASE READ CAREFULLY, AS YOU MAY BE GIVING UP CERTAIN RIGHTS.

GUARANTOR HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY EMPOWERS ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR GUARANTOR, IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT ON THIS GUARANTY, AND/OR TO SIGN FOR GUARANTOR AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF ALL OR ANY SUM OR SUMS DUE UNDER THIS GUARANTY, AND IN SAID SUIT OR SUITS OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST GUARANTOR IN FAVOR OF LANDLORD, ITS SUCCESSORS OR ASSIGNS, AS OF ANY TERM, FOR ALL OR ANY SUM OR SUMS DUE UNDER THIS GUARANTY, AND FOR INTEREST OR COSTS, TOGETHER WITH AN ATTORNEY'S COMMISSION FOR COLLECTION OF TEN PERCENT (10%) OR \$5,000 OR ATTORNEYS FEES ACTUALLY INCURRED, AS ELECTED BY LANDLORD. GUARANTOR HEREBY WAIVES ALL ERRORS, DEFAULTS AND IMPERFECTIONS IN ENTERING SAID JUDGMENT OR IN ANY WRIT, OR PROCESS, OR PROCEEDING THEREON OR RELATING THERETO OR IN ANYWISE TOUCHING OR CONCERNING THE SAME. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL ALL OBLIGATIONS OF TENANT HAVE BEEN FULLY DISCHARGED. IN ANY ACTION BROUGHT HEREON, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR

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SOMEONE ACTING FOR LANDLORD, SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT, OF WHICH FACTS SUCH AFFIDAVIT SHALL BE PRIMA FACIE EVIDENCE, AND IF A TRUE COPY OF THIS GUARANTY (AND OF THE TRUTH OF THE COPY SUCH AFFIDAVIT SHALL BE SUFFICIENT EVIDENCE) SHALL BE FILED IN SUCH SUIT, ACTION OR ACTIONS, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Lease or taking or recovering of the premises demised thereby shall deprive Landlord of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations pursuant to any extension, renewal, amendment, modification and supplement of or to the Lease as well as to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

AS A FURTHER INDUCEMENT TO LANDLORD TO MAKE AND ENTER INTO THE LEASE AND IN CONSIDERATION THEREOF, GUARANTOR COVENANTS AND AGREES THAT IN ANY ACTION OR PROCEEDING BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY, GUARANTOR SHALL AND DOES HEREBY WAIVE TRIAL BY JURY.

If this Guaranty includes any provision which is deemed to be a power of attorney subject to Section 5601.3 of Chapter 56 of the Pennsylvania Probate, Estates and Fiduciaries Code (a **"POA Provision"**), each POA Provision is hereby modified to include an irrevocable waiver by each principal of the agent's duties set forth in Section 5601.3(b) of said chapter. Without further modifying any POA Provision, Guarantor hereby acknowledges that in view of the commercial nature of the relationship between the parties hereto, there is no expectation that the agent shall have a duty under any POA Provision to act in the best interest of any principal thereunder, and it is agreed that the agent shall have no such duty.

If Guarantor is more than one person, Guarantor's obligations are joint and several and are independent of Tenant's obligations. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

The provisions of the Lease may be changed by agreement between Landlord and Tenant at any time, or by course of conduct, without the consent of or without notice to Guarantor. This Guaranty shall guarantee the performance of the Lease as modified, amended, supplemented, extended, restated or replaced and is a guaranty of the Tenant's performance of the Lease and payment of the sums due thereunder and not of collection. Assignment (or transfer) of the Lease (as and if permitted by the Lease) shall not affect this Guaranty. Landlord's consent to any assignment or assignments and successive assignments by Tenant and Tenant's assigns of the Lease, made either with or without notice to the Guarantor, shall in no manner whatsoever release the Guarantor from any liability under this Guaranty.

If any portion of this Guaranty is invalid, unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall not affect the balance of this Guaranty.

Guarantor represents and warrants, as a material inducement to Landlord to enter into the Lease, that (a) this Guaranty and each instrument securing this Guaranty have been duly executed and delivered and constitute legally enforceable obligations of Guarantor; (b) there is no action, suit or proceeding pending or, to Guarantor's knowledge, threatened against or affecting Guarantor, at law or in equity, or before or by any governmental authority, which might result in any materially adverse change in Guarantor's business or financial condition; (c) execution of this Guaranty will not render Guarantor insolvent; and (d) Guarantor expects to receive substantial benefits from Tenant's financial success. The representations, covenants and agreements set forth herein will continue and survive the termination of the Lease or this Guaranty.

This Guaranty shall be legally binding upon Guarantor and its successors and assigns and shall inure to the benefit of Landlord and its successors and assigns. If there is more than one guarantor of Tenant's obligations under the Lease, the obligations of such guarantors shall be joint and several. Any capitalized term not defined herein shall have the meaning given such term in this Lease.

[Signatures Follow]

IN WITNESS WHEREOF, Guarantor, intending to be legally found hereby, has executed this Guaranty effective as of the date first written above.

THE UNDERSIGNED GUARANTOR ACKNOWLEDGES THAT HE/SHE/THEY FULLY UNDERSTAND(S) THE CONFESSIONS OF JUDGMENT AND WAIVERS CONTAINED IN THIS GUARANTY AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY ENTERS INTO THIS GUARANTY FULLY COMPREHENDING THE RELINQUISHMENT OF CERTAIN RIGHTS BY VIRTUE OF SUCH CONFESSIONS OF JUDGMENT AND WAIVERS.

GUARANTOR:

DocuSigned by:
By: Mino Cordivari
Name: Nino Cordivari, individually

Address: 600 Charles Ellis Drive #216
Newtown Square,PA

Signed by:
By: Mark Pagano
Name: Mark Pagano, individually

Address: 209 Lindbergh Ave
Broomall, PA 19008

"Mock Up
Design"



E First Ave

Actual size
↓



CONSHOHOCKEN, PA

View from Street

existing tree

mural location





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 OCTOBER 20, 2025 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2025-18

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 20, 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: Brian P. Magrann
312 Fayette Street, Conshohocken, PA 19428

PREMISES INVOLVED: 312 Fayette Street
Conshohocken, PA 19428
BC – Business Commercial District
FCO – Fayette Street Corridor Overlay District

OWNER OF RECORD: Brian P. Magrann & Michael P. Magrann
312 Fayette Street, Conshohocken, PA 19428

The petitioner is seeking a Variance from Section §27-1303.D to permit a four (4) feet side yard setback from the southerly side lot line for a proposed building addition, whereas a minimum side yard setback of ten (10) feet is required.

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

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

Thank you,
Zoning Hearing Board



BOROUGH OF CONSHOHOCKEN

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: October 15, 2025

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 312 Fayette Street – Zoning Determination

History of the Site:

312 Fayette Street is a 7,440 SF property that is comprised of an existing nonconforming single-family attached residential dwelling with an attached side home office that was constructed in 1900. The existing dwelling is a three (3)-story, approximately 1,365 SF, brick and stucco building with a one (1)-story, approximately 363 SF one (1)-story brick home office. The front entrances to the main dwelling and side office fronts Fayette Street. The subject dwelling was previously a mixed-use property that consisted of a residential dwelling and a lawyer's office. In addition, there is an existing approximately 896 SF detached garage off of Forrest Street located to the rear of the existing dwelling. The garage shares a common wall with the detached garage of the adjoining neighbor located at 316 Fayette Street.

The subject property is located within the BC- Borough Commercial District and Zone One of the FCO – Fayette Corridor Overlay District.

The subject property is bounded by Fayette Street (100 ft wide right-of-way) to the east and Forrest Street (50 ft wide right-of-way) to the west; and mixed-use properties in all other directions.

Current Request:

The Applicant is proposing to construct a three (3)-story, approximately 360 SF building addition (totaling 1,080 SF of gross floor area) to the southern side wall of the existing three (3)-story residential dwelling. The proposed building addition will be setback four (4) feet from the side yard property line shared with 310 Fayette Street.

The Applicant is seeking a Variance from Section §27-1303.D to permit a four (4) feet side yard setback from the southerly side lot line for a proposed building addition, whereas a minimum side yard setback of ten (10) feet is required.

Zoning Determination:

The above referenced property is located within the BC- Borough Commercial District and Zone One of the FCO – Fayette Corridor Overlay District, and is subject to provisions of Part 7 of the Conshohocken

Borough Zoning Ordinance for nonconforming structures, uses, and lots. The existing single-family attached dwelling with the attached side home office use is considered an existing nonconforming use.

Per Section §27-702.A of the Conshohocken Borough Zoning Ordinance, a nonconforming use is the existing lawful use of the land and/or buildings and or structures upon the land which does not conform to any of the permitted uses of the district in which it is located. The existing building is considered nonconforming because the single-family residential use is located on the street or ground level of the subject dwelling which is not permitted in accordance with Section §27-1302.17 of the BC zoning district and Section §27-2303.2.B & C of the FCO zoning district.

Per Section §27-702.B of the Borough Zoning Ordinance, a nonconforming building or structure is any existing lawful building or structure that does not conform to the height, location, size, bulk, or other dimensional requirements of the district in which it is located. The existing building is classified as an existing nonconforming building because the building does not conform to the following dimensional requirements of the BC zoning district:

- The side yard setback is five (5) feet from the southern side lot line (adjacent to 310 Fayette Street), which does not conform to the required ten (10) feet side yard setback of the BC zoning district per Section §27-1303.D.

Per Section §27-1303.D, there shall be no side yard setback for buildings that share a party wall. For buildings situated on a corner, the side yard set back shall be public sidewalk or fifteen (15) feet from the curblin of the public street, whichever is greater. In all other situations the minimum set back shall be ten (10) feet.

According to the sketch provided, the Applicant is proposing to construct a three (3)-story, 360 SF building addition with a total gross floor area of 1,080 SF, which will further encroach into the side yard setback to only have a four (4) feet side yard setback from the property line adjacent to 310 Fayette Street. Since the setback will be less than the required ten (10) feet minimum side yard setback, the Applicant will be required to seek a variance from Code Section §27-1303.D to permit the reduced side yard setback.

Per Section §27-703.D of the Borough Zoning Ordinance, physical expansion of a nonconforming building or building housing a nonconforming use shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building. According to the Montgomery County Property Records, the existing gross floor area of the subject property is approximately 5,278 SF. The total gross floor area of the proposed three (3)-story building addition will be approximately 1,080 SF. The total physical expansion of the nonconforming building will increase by approximately 20.46%, which is less than the maximum 25% physical expansion limit permitted in compliance with this Code Section.

Pursuant to Sections 27-703.E.(5) & (6)(a) of the Borough Zoning Ordinance, a nonconforming building may be expanded only in compliance with § 27-703(E)(6) of the Zoning Ordinance and extension and/or expansion as permitted in § 27-703(E)(1) through (5), shall be permitted only by special exception in accordance with Part 6 [Zoning Hearing Board] of the Zoning Ordinance, only to the extent that all new construction shall comply with the dimensional standards of the district in which the use is located or the district in which the use is permitted, whichever is more restrictive.

Therefore, the Applicant is also required to seek a Special Exception pursuant to Section §27-703.E.(6)(a) for approval by the Conshohocken Borough Zoning Hearing Board to permit the extension and expansion of the nonconforming building.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

Zoning Application

Application: Z-2025-1Y

Date Submitted: 9/12/25

Date Received: 9/12/25

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:

~~§ 27-1103.3, Dimensional Requirements – BC District: "a side yard of not less than 10 feet.. on the unattached side."~~

Section §27-1303.D to permit a four (4) feet side yard setback from the southerly side lot line for a proposed building addition, whereas a minimum side yard setback of ten (10) feet is required.

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

312 Fayette St, Conshohocken, PA 19428

4. Applicant's Name: Brian P. Magrann

Address: 312 Fayette St, Conshohocken, PA 19428

Phone Number (daytime): 610-420-5531

E-mail Address: bmagrann@gmail.com

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

6. Property Owner: Brian P. Magrann & Michael P. Magrann (Co-signer on mortgage)

Address: 312 Fayette St, Conshohocken, PA 19428

Phone Number: 610-420-5531

E-mail Address: bmagrann@gmail.com

7. Lot Dimensions: 40 x 186 Zoning District: BC

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.

Three-story townhouse on Fayette St including an attached home office and enclosed porch (~1,700 SF footprint); detached two-car garage (~850 SF footprint). Townhouse is attached via party wall on the northern side (adjoining 316 Fayette St). Zoning variance is being requested on the unattached side adjacent to 310 Fayette St.

10. Please describe the proposed use of the property.

No change to proposed use; primary residence with attached home office.

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

The Applicant proposes an addition in order to build a modern, full-sized kitchen—an upgrade promised to my wife. The proposed addition has a building footprint of 360 square feet and a total gross floor area above grade of up to 1,080 square feet (three stories, up to 40 feet to match the ridge of the existing structure).

Addition will be extending up to four feet from the property line on the unattached side of the townhouse, closer to 310 Fayette St. This new footprint is within the ten foot side setback current zoning requires.

The existing kitchen is cramped and not well-suited for daily use or accessibility. The addition of a modern kitchen will improve the home's livability while matching the existing structure in style and materials. All other zoning requirements, including front and rear setbacks and building height, will remain in compliance. This improvement enhances the home's function and value while staying consistent with the character of the neighborhood.

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

The Applicant seeks a variance to allow an expansion of their home to allow for a modern kitchen that enhances the property's value, extends its useful life, and facilitates future accessibility for elderly parents using walkers or wheelchairs. This request aligns with the character of the block, where all but one home (Moore/ Snear Funeral Home at 300 Fayette St) are attached on at least one side. The Applicant's townhouse is already attached on one side; this addition would make the spacing between homes consistent with others on the street.

The adjacent property at 310 Fayette St is only four feet from the shared side property line. The addition to the applicant's property would leave at least four feet between the applicant's proposed building footprint and that shared property line. Sufficient space would remain for access and air circulation between the two buildings.

This modest change reflects the prevailing development pattern, would not negatively impact neighboring properties, and allows for more practical use of the lot without undermining the purpose of the zoning code.

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

a. The unique characteristics of the property: _____

Original kitchen in this 1880s townhouse was built for servants. Kitchen has not been updated since the 1970s.

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

The current zoning setback requirements limit the ability to make practical improvements, such as a functional kitchen, despite the fact that neighboring structures sit much closer to the property line. The ordinance imposes an unnecessary restriction given the existing character of the block, where most homes are attached or have minimal side setbacks. The neighboring property at 310 Fayette St only has a 4 foot side setback.

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

The addition will be designed to maintain the character of the home and block, where nearly all structures are attached or have minimal space between structures, maintaining visual and functional consistency.

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

The requested relief allows just enough space for a practical kitchen with a center island and seating—standard in modern homes. Without it, the space would be too cramped for cooking, dining, or future accessibility needs like walker or wheelchair use. The addition will be designed to meet these needs without exceeding what's reasonably required.

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.

§ 27-1103.3, Dimensional Requirements - BC District): "Where a building is not attached on both sides, a side yard of not less than 10 feet shall be provided on the unattached side."

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

The change fits the character of the neighborhood and maintains spacing between homes consistent with adjacent properties on the block, making this a reasonable and modest request. The home's existing kitchen is cramped and outdated. The proposed addition would allow for a modern layout improving daily function, increasing the home's value and supporting future accessibility needs.

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

a. Attorney's Name: _____

b. Address: _____

c. Phone Number: _____

d. E-mail Address: _____

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

B. Magrann Brian P. Magrann
Applicant

B. Magrann Brian P. Magrann
Legal Owner

9/12/25
Date

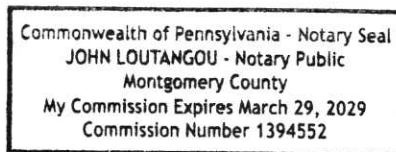
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 12th day of
September, 2025.

J. Loutangou
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
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐

DATE OF ORDER: _____

Proposed
Addition ^
360 SF 18ft
V
<= 20 ft =>

5ft

Conshohocken
Dental Arts

Conshohocken
Party Supply

310

312-314 Fayette

316

W. 300 block of Fayette Street, (4th Ave =>)

Warranty Deed

Exempt: Between parent child/sibling

File No: **1647344**

THIS INDENTURE Made this ____ day of _____, 20____

BETWEEN **Brian P. Magrann**, herein designated as the Grantor(s), parties of the first part,

AND **Brian P. Magrann, single and MICHAEL PATRICK MAGRANN, MARRIED, AS JOINT TENANTS**
herein designated as the Grantee(s), parties of the second part,

WITNESSETH, that the said Grantors, for and in consideration of Ten and No/100 (\$10.00), lawful money of the United States of America unto it well and truly paid by the said Grantees, at or before the sealing and delivery thereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns,

Per county: Deed is exempt due to adding parent and/or child

See Exhibit "A" attached hereto and made a part hereof

BEING the same premises conveyed in deed dated **2/20/2012** and recorded **3/5/2012** in the **MONTGOMERY** County Recorder's Office in Deed Book Volume **5828**, page **2946**, granted and conveyed to **Brian P. Magrann**, the Grantors herein.

TOGETHER WITH all and singular the improvements, ways, streets, alleys, driveways, passages, waters, watercourses, right, liberties, privileges, hereditaments and appurtenances, whatsoever and here granted premises belonging, or in any way appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever of the said Grantors, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described herein with the building and improvements thereon erected, the hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever **AND** the said grantors, its successor, or assigns to covenant, promise and agree, to and with the said Grantees, their heirs and assigns by these presents, that the grantors, its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against the said grantors, its successors and assigns against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them, or any of them, shall and will **WARRANT GENERALLY** and forever **DEFEND**

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT 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 OF 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. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

IN WITNESS WHEREOF: the said parties of the second part of these presents hereunder set their hands and seals

Brian P. Magrann

Michael Patrick Magrann

NOTICE; THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED OCT. 10 P.L.874, NO. 156.

Brian P. Magrann

Michael Patrick Magrann

Exhibit "A"
Legal Description

The Land referred to herein below is situated in the County of MONTGOMERY, State of PA, and is described as follows:

All that certain Lot or piece of land with the buildings and improvements thereon erected, Situate in the Borough of Conshohocken, in the County of Montgomery and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Northwest side of Fayette Street, at the distance of One hundred forty feet Southwesterly from Fourth Avenue; thence Northwesterly along land of Abram Crankshaw, One hundred eighty six feet to Forrest Street; thence Southwesterly along said Forrest Street, Forty feet to other land of Dr: John K. Reid; thence Southeasterly along the same, One hundred eighty six feet to Fayette Street aforesaid; thence along the same Northeasterly, Forty feet to the place of beginning.

Being the same property as conveyed from Deborah Mills Houston and Amy Phipps Magrann, Replacement Trustees under the Ollie M. Phipps Living Trust dated May 11, 1995 to Brian P. Magrann, his heirs and assigns as set forth in Deed Book 5828 Page 2945 dated 02/20/2012, recorded 03/05/2012, MONTGOMERY County, PENNSYLVANIA

05-00-02748-001



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 OCTOBER 20, 2025 ZONING HEARING BOARD MEETING

ZONING HEARING Z-2025-19

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 20, 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: DeNicola Health & Fitness, LLC d/b/a Stable Goat Barbell
544 East Elm Street, Conshohocken, PA 19428

PREMISES INVOLVED: 524 East Elm Street
Conshohocken, PA 19428
LI - Limited Industrial District/Research

OWNER OF RECORD: Rodney E. Glose, Jr.
619 East Hector Street, Conshohocken, PA 19428

The petitioner is seeking a Variance from Sections §27-1402 and §27-2002 to permit a weightlifting gym/fitness facility use and to permit on-street parking for the new use rather than provide off-street parking at the subject property; whereas such use is not a permitted use by right within the LI zoning district and where off-street parking is required for any building to be occupied for such use.

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: October 15, 2025

To: Stephanie Cecco, Brittany Rogers

From: Allison A. Lee, PE

Re: 524 East Elm Street – Zoning Determination

History of the Site:

524 East Elm Street is an existing 6,000 SF property that is comprised of an existing nonconforming 2,080 SF one and half (1½)-story stucco warehouse that was constructed in 1940. The remainder of the site is primarily comprised of bituminous pavement with a grass area and limited landscaping along the western and northern property lines. The existing warehouse is currently leased by Emeritus Medical Technology and Freedom Pathology Partners as a clinical medical laboratory.

The subject property is located within the LI – Limited Industrial District/Research District.

The subject property is bounded by East Elm Street (50 ft wide right-of-way) to the south; a residential property fronting E. Hector Street to the north; a club/fraternal organization known as the Tadeusz Kosciuszko (TK) Club to the west; and the land development site of twelve (12) new dwelling units with podium parking by Carriages of Conshohocken, LLC to the east.

Current Request:

The Applicant, DeNicola Health & Fitness, dba, Stable Goat Barbell, currently leases the property located at 544 E. Elm Street and operates a weightlifting gym and personal fitness center at that property. The Applicant is looking to purchase the subject property and convert the existing medical laboratory warehouse use to a weightlifting gym for personal training and fitness facility to expand and/or relocate its existing personal training/fitness business from the 544 E. Elm Street location to the subject property. The Applicant is also requesting to permit on-street parking for the new use in lieu of off-street parking at the subject property.

The Applicant is seeking a Variance from Sections §27-1402 and §27-2002 to permit a weightlifting gym/fitness facility use and to permit on-street parking for the new use rather than provide off-street parking at the subject property; whereas such use is not a permitted use by right within the LI zoning district and where off-street parking is required for any building to be occupied for such use.

Zoning Determination:

In accordance with Section §27-1402 of the Conshohocken Borough Zoning Ordinance, a building may be used for the following uses:

- A. Scientific or industrial research, engineering, training, testing, experimental laboratory or similar establishment.
- B. Administrative, business, professional or corporate offices.
- C. Public or governmental utility building or uses, including storage yard, repair shop or similar use.
- D. Printing, publishing, lithography or similar processes.
- E. Manufacturing, fabrication, assembly, processing and packaging of natural and man-made materials, chemicals, synthetics and other organic and inorganic products, except those uses specifically prohibited in subsection (I) below.
- F. Warehouse, storage, or distribution center.
- G. Contractor's office and storage.
- H. Lumberyard.
- I. Any use of the same general character as the above permitted uses, except that the following uses are specifically prohibited:
 - (1) (Reserved)^[1]
 - (2) Abattoir, meat-packing, tanning, curing or storage of leather, rawhides or skins; manufacture or processing of fertilizer, wood pulp, disinfectants or soap.
 - (3) Lime kilns, flourmills, manufacture of cement.
 - (4) Foundries, manufacture, or processing of asphalt.
 - (5) Auto wrecking and junkyard.
 - (6) Dump, incinerator, landfill or similar facility.
 - (7) Any other use which is or may be, in comparable degree to any of the foregoing, noxious or offensive by reason of odor, dust, fumes, smoke, gas, vibration, illumination or noise, or which may be dangerous to the public health, welfare or safety.

A weightlifting gym/personal training and fitness facility is not a use permitted within the LI zoning district by right, nor a use considered to be of the same general character of the above permitted uses based on the type of use, scale, and intensity of the proposed use. Therefore, the Applicant is required to seek a variance from the Code Section §27-1402 to permit the proposed weightlifting gym/fitness facility at the subject location.

In accordance with Code Section §27-2002, any building or structure erected, altered, or used or occupied for any of the listed purposes under this Code Section shall be provided with the minimum number of parking spaces, and when a use is not specifically listed, the requirements of the most similar use shall apply.

The off-street parking capacity requirement for a laboratory use is the larger of one (1) space per employee or per 450 SF of gross floor area. Based on a 450 SF of gross floor area, the total off-street parking requirement for a laboratory use is five (5) parking spaces. The existing pavement area is used for off-street parking; however, no line striping defining any parking spaces currently exists on site.

The provisions of this Code Section did not specifically identify the off-street parking capacity requirement for a weightlifting gym, personal training, or fitness facility use; therefore, the most similar

use would be an indoor sports facility which requires 1.5 spaces per person for maximum court and exercise equipment capacity. The Applicant would need to clarify the total quantity of exercise equipment in order to determine the total off-street parking spaces required from the proposed new use.



BOROUGH OF CONSHOHOCKEN

400 Fayette Street, Suite 200, Conshohocken, PA 19428

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

BOROUGH of CONSHOHOCKEN

SEP 18 '25 PM12:03

RECEIVED

Zoning Application

Application: Z-2025-19
Date Submitted: 9/18/25
Date Received: 9/18/25

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:

27-1402 and 27-2002

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

524 E. Elm Street, Conshohocken, PA

4. Applicant's Name: DeNicola Health & Fitness, LLC d/b/a Stable Goat Barbell

Address: 544 E. Elm Street, Conshohocken, PA, c/o Michael DeNicola

Phone Number (daytime): 215-450-4322

E-mail Address: mdenicola1531@gmail.com

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

6. Property Owner: Rodney E. Glose, Jr.

Address: 619 E. Hector Street, Conshohocken, PA

Phone Number: n/a

E-mail Address: n/a

7. Lot Dimensions: 6,000 s.f. Zoning District: Limited Industrial

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.

Please see attached addendum for details.

10. Please describe the proposed use of the property.

Please see attached addendum for details

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

Please see attached addendum for details.

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

Please see attached addendum for details

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

a. The unique characteristics of the property: Please see attached addendum for details.

b. How the Zoning Ordinance unreasonably restricts development of the property:
Please see attached addendum for details.

c. How the proposal is consistent with the character of the surrounding neighborhood.
Please see attached addendum for details.

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.
Please see attached addendum for details

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: Craig R. Lewis Esq. and George W. Broseman, Esq.

b. Address: Kaplin Stewart, 900 Harvest Drive, Suite 200, Blue Bell, PA 19422

c. Phone Number: 610-941-2584

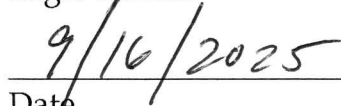
d. E-mail Address: RLewis@kaplaw.com

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



Applicant

Legal Owner



Date

COMMONWEALTH OF PENNSYLVANIA

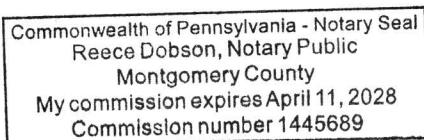
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 16 day of September, 2025.



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
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐
_____	☐	☐

DATE OF ORDER: _____

Kaplin Stewart Meloff Reiter & Stein, PC
Union Meeting Corporate Center
910 Harvest Drive
Post Office Box 3037
Blue Bell, PA 19422
Craig R. Lewis Esquire
Identification No. 83564
(610) 941-2584
rlewis@kaplaw.com

Attorneys for Applicant

**BEFORE THE BOROUGH OF CONSHOHOCKEN ZONING HEARING BOARD
MONTGOMERY COUNTY, PENNSYLVANIA**

In the Matter of:

Premises:

Stable Goat Fitness

**524 E. Elm Street, Conshohocken, PA
Parcel No. 05-00-02064-001**

ADDENDUM TO ZONING HEARING BOARD APPLICATION

DeNicola Health and Fitness, L.L.C, a Pennsylvania limited liability company, d/b/a Stable Goat Barbell (“**Stable Goat**”), by and through its attorneys, Kaplin Stewart, files this addendum to its application to the Zoning Hearing Board for the Borough of Conshohocken, seeking variances from Section 27-1402 and, to the extent necessary 27-2002 (parking) of the Code of the Borough of Conshohocken (“**Code**”) to permit a personal training/fitness facility of the property located at 524 E. Elm Street, Conshohocken, PA, and in support thereof states as follows:

1. **Owner.** In accordance with a deed dated December 19, 2011, a copy of which is attached hereto as **Exhibit “A”**, Rodney E. Glose, Jr. (“**Owner**”) is the legal owner of the property located at 524 E. Elm Street, Conshohocken, PA 19428 more particularly identified as Montgomery County Tax Parcel No. 05-00-02064-001 (“**Property**”).

2. **Applicant.** In accordance with an agreement of sale dated August 18, 2025, a redacted copy of which is attached hereto as **Exhibit “B”**, DeNicola Health & Fitness, LLC

(d/b/a Stable Goat Barbell) is the equitable owner of the Property. As such equitable owner, Stable Goat has standing to prosecute this application.

Applicant is the owner/operator of Stable Goat Barbell, a weightlifting gym and personal fitness center located at 544 E. Elm Street, Conshohocken, PA. (www.stablegoatbarbell.com). Stable Goat Barbell is a 24/7 fitness facility.

3. **Description of Property – Existing Conditions.** As depicted on an aerial photograph of the Property, a copy of which is attached hereto as **Exhibit “C”**, the Property is an approximately 6,000 s.f. parcel located along E. Elm Street, Conshohocken. The Property is more particularly identified as Montgomery County Tax Parcel No. 05-00-02064-001. The Property is improved with a single-story, masonry, approximately 3,000 s.f. commercial building served by a driveway from E. Elm Street; its principal façade. Along E. Elm Street, the existing building has a roll-up garage door and a separate pedestrian entrance. With the exception of the driveway, the Property has no existing off-street parking.

The Property is presently leased to and occupied by Emeritus Medical Technology and Freedom Pathology Partners, a medical laboratory for the diagnosis and treatment of cancer patients.

4. **Zoning.** According to the Zoning Map of the Borough of Conshohocken, the Property is located in the Limited Industrial Zoning District (“**LI District**”). Section 27-1402 of the Borough of Conshohocken Zoning Code (“**Code**”) provides that permitted uses in the LI District. The LI District permits an array of office, warehouse and manufacturing uses.

5. **Proposed Use.** Stable Goat proposes to expand and/or relocate its existing personal training/fitness facility operating at 544 E. Elm Street (“**Proposed Use**”).¹ A Plan depicting the proposed interior fit-out of existing building located on the Property is attached hereto as **Exhibit “E”** (“**Layout Plan**”). The Proposed Use will operate in a similar manner to Stable Goat’s existing facility, e.g. the Proposed Use will be a 24/7/365 weightlifting gym and fitness center. Although available to members by key fob access 24/7, the Proposed Use is staffed by Stable Goat Monday through Friday from 11:00 a.m. to 7:00 p.m. At present Stable Goat consists of a single employee/owner Michael DeNicola. As set forth in this Board’s decision dated August 19, 2019 (Exhibit D), Stable Goat’s existing facility relies exclusively on on-street parking as no off-street parking is provided.

6. **Relief Requested.** Stable Goat hereby requests a variance from Section 27-1402 to permit a fitness facility in the Limited Industrial Zoning District. Further, to the extent required, Stable Goat requests a variance from Section 27-2002 to permit the proposed use to be served by on-street parking rather than off-street parking.

7. **Grounds for Relief.** As will be demonstrated by exhibits and testimony at the hearing in this matter, the Proposed Use would be the extension or relocation of an existing use located only a few doors away. By decision dated August 19, 2019, this Zoning Hearing Board previously determined that such a use was not only not detrimental to the public health, safety and/or welfare, but was appropriate within the Limited Industrial Zoning District and specifically along this portion of E. Elm Street. The Proposed Use provides recreation and physical fitness opportunities for the community. As will be demonstrated further by the evidence and testimony

¹ Stable Goat’s existing location, 544 E. Elm Street is also located in the LI-District and therefore was not a specifically permitted use. The August 19, 2019 decision of this Board granting relief from the Code to permit a personal training/fitness facility in the LI District is attached hereto as **Exhibit “D”**.

presented during the hearing in this matter, the Property is uniquely situated. Applicants' request for relief from the Code is in the public interest, will not detract from the appropriate use and enjoyment of adjacent properties, nor cause injury to the public health, safety and/or welfare.

WHEREFORE, Stable Goat requests that the Zoning Hearing Board for Borough of Conshohocken grant the requested variances from the Borough of Conshohocken Zoning Code to permit reasonable and appropriate reuse of the Property as a personal training and fitness facility.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Craig R. Lewis", with a stylized flourish at the end.

CRAIG R. LEWIS, ESQUIRE
Attorney for Applicant

Dated: September 16, 2025

RECORDER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA
Jeanne Sorg

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

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



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds



This Indenture Made the 15th day of

JANUARY in the year of our Lord one thousand nine hundred and ninety eight (19 98)

Between

JAMES W. MORRISON

party of the first part AND

MARTIN MAGID AND MARY MAGID, H/W

REALTY TRANS TAX PAID	
STATE	2,000.00
LOCAL	2,000.00
PER	

of the other part, **Witnesseth** That the said party of the first part
for and in consideration of the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)

lawful money of the United States of America, unto him, well and truly paid by the said
parties of the second part
at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,
has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents

does grant, bargain, sell, alien, enfeoff, release and confirm unto the said parties of the
second part, their heirs and assigns, as tenants by the entireties,

ALL THAT CERTAIN lot or piece of ground Situate in the Borough of
Conshohocken, County of Montgomery and Commonwealth of PA, bounded
and described as follows, to wit:-

BEGINNING at a point marking the intersection of the Northerly side
of Elm Street (fifty feet wide) with its intersection with the
Westerly side of Jones Street (fifty feet wide); thence from said
point of beginning and along the said side of Elm Street, South
eighty one degrees fifty six minutes West sixty feet to an iron pin;
thence leaving said side of Elm Street, North eight degrees, four
minutes West sixty five feet to an iron pin; thence North eighty one
degrees fifty six minutes East sixty feet to an iron pin on the West-
erly side of Jones Street; thence along said side of Jones Street, South
eight degrees four minutes East sixty five feet to the point and place
of beginning.

BEING Parcel #05-00-02068-00-6.

BEING the same premises which Fred J. Shaughnessy, Jr. by Deed dated
6-22-1989 and recorded in DB 4914 page 2154, granted and conveyed
unto James W. Morrison, in fee.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
05-00-02068-00-6 CONSHOHOCKEN
544 E ELM ST
MORRISON JAMES W
B 038 U 031 L 3320 DATE: 02/18/98

DB5217PG1709



085217PG1710

#3350	
CONSHOCKEN BORO	2000.00
STATE STAMP	2000.00
TOTAL	4000.00
CHECK	4000.00
CHANGE	0.00
ITEM 2	
03-02-98 MON #1	CASH-11 8569 13:51 PM

Together with all and singular the buildings,

ways, waters, water-courses, driveways, rights, liberties, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

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



To have and to hold the said buildings

hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns to and for the only proper use and behoof of the said parties of the second part. their heirs and assigns forever.

And the said party of the first part

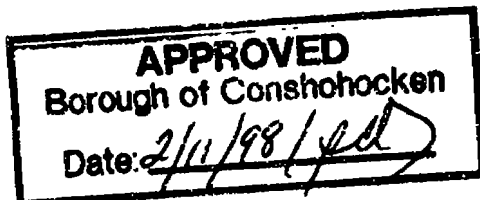
covenant, promise and agree, to and with the said parties of the second part their heirs and assigns, by these presents, that he, the said parties of the first part

has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal. Written the day and year aforesaid.

Sealed and Delivered
in the presence of us:


JAMES W. MORRISON



Commonwealth of Pennsylvania
County of Montgomery

{SS:

On this, the 15th day of January, 1998, before me a notary public

the undersigned officer.

personally appeared JAMES W. MORRISON

, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

DB5217PG1711



Commonwealth of Pennsylvania

County of

On this, the

day of

, 19

, before me

SS:

personally appeared
to be the

the undersigned officer
who acknowledged himself (herself)

of

a corporation, and that he as such , being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of the corporation by
himself (herself) as

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

S.P.A. #632-856

DEED

JAMES W. MORRISON

TO

MARTIN MAGID AND MARY
MAGID, H/W

772A/S John C. Clark Co., Phila.

PREMISES:

544 East Elm Street
Conshohocken Borough
Montgomery County, PA



Margaret R. Schenck

The address of the above-named Grantee

is 308 ANTHONY DRIVE

PLYMOUTH MEETING, PA 19462

On behalf of the Grantee

005217961712





AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

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

PARTIES

BUYER(S): DeNicola Health & Fitness, LLC a PA LLC

SELLER(S): Rodney E Glose, Jr.

PROPERTY

PROPERTY ADDRESS 524 E Elm Street, Conshohocken PA

ZIP 19428

in the municipality of Conshohocken Borough

County of Montgomery, in the Commonwealth of Pennsylvania.

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

Tax ID #(s): 05-00-02064-00-1

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Gola Corporate Real Estate

Licensee(s) (Name) Brian LaFond

Company Address 2490 Blvd. of the Generals, Suite 100
Norristown, PA 19403

Direct Phone(s) 484-754-6521

Company Phone 610-631-0333

Cell Phone(s) 215-519-3077

Company Fax 610-631-3439

Fax

Email blafond@gola.com

Broker is (check only one):

Licensee(s) 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) KW Commercial / Keller Williams Real Estate
RM423150 / RB063555Licensee(s) (Name) Craig Fernsler / Gene Dickey
RS188696L / RS327508Company Address 910 Harvest Dr., Suite 100
Blue Bell, PA 19422

Direct Phone(s) 215-816-5835 / 610-613-2285

Company Phone 215-646-2900

Cell Phone(s) 215-816-5835 / 610-613-2285

Company Fax 215-654-6060

Fax 215-654-6060

Email cfernslers@kwcommercial.com / GeneDickey@kw.com

Broker is (check only one):

Licensee(s) 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:

ASC Page 1 of 10

Seller Initials:

18

UA

1. By this Agreement, dated 08/13/2025, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (3-15)

(A) Purchase Price \$560,000.00

(five hundred sixty thousand

U.S. Dollars), to be paid 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. Within (3) three business days of satisfactory completion of Due Diligence period \$25,000.00

Remaining balance will be paid at settlement.

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

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

3. SELLER CONCESSIONS (8-24)

(A) Buyer Broker Fee

In addition to any cooperating compensation negotiated between the brokers using the Cooperating Broker Compensation Agreement (PAR Form CBC) or via some other agreement, Seller will pay the following fee to Broker for Buyer on behalf of Buyer at settlement. \$ N/A or _____ % of Purchase Price (0 if not specified)

(B) Closing Cost Assistance

Seller will pay the following amount towards Buyer's closing costs other than a brokerage fee payable to Broker for Buyer, as permitted by the lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by lender.

\$ N/A or _____ % of Purchase Price (0 if not specified)

4. SETTLEMENT AND POSSESSION (1-23)

(A) Settlement Date is within 30 days of completion of Due Diligence date _____, 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 pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____

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

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.
3. 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 or short-term rental agreement, possession is to be delivered by deed, existing keys and assignment of existing leases and short-term rental agreements 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 or short-term rental agreements, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(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 (3-15)

(A) Written acceptance of all parties will be on or before: 08/18/2025

(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.

Buyer Initials: *UA*

Seller Initials: *REG*

(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.

6. FIXTURES AND PERSONAL PROPERTY (6-20)

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

(B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: _____

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement: _____

(D) EXCLUDED fixtures and items: Equipment and furnishings belonging to Tenant and Tenants business

7. ZONING (4-14)

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

Zoning Classification, as set forth in the local zoning ordinance: LI - Light Industrial

8. BUYER FINANCING (7-22)

(A) Buyer may elect to make this Agreement contingent upon obtaining financing for the purchase of the Property. Regardless of any contingency in this Agreement, if Buyer chooses to obtain financing, the following apply:

1. **Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.**
2. Within 10 days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. **Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.**
3. Seller will provide access to insurers' representatives and, as may be required by the lender(s), to surveyors, municipal officials, appraisers, and inspectors.

(B) Financing Contingency

☒ **WAIVED.** This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an appraisal contingency. **Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain financing for the Property.**

☐ **ELECTED.** This sale is contingent upon Buyer obtaining financing according to the terms outlined below. Upon receipt of a financing commitment, **Buyer will promptly deliver a copy of the commitment to Seller, but in any case no later than** _____ **(Commitment Date).**

First Loan on the Property

Loan Amount \$ N/A
Minimum Term _____ years
Type of Loan _____
Interest rate _____%; however, **Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%.**

Second Loan on the Property

Loan Amount \$ _____
Minimum Term _____ years
Type of Loan _____
Interest rate _____%; however, **Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%.**

1. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 25.
2. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

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

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

Buyer Initials: UD _____

Seller Initials: REJ _____

10. SELLER REPRESENTATIONS (1-20)

(A) Status of Water

Seller represents that the Property is served by:

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

(B) Status of Sewer

1. Seller represents that the Property is served by:

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

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

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

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

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

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

(C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 10(C).

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

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

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

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

Buyer Initials: 

Seller Initials: 

(I) Internet of Things (IoT) Devices

1. The presence of smart and green devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those 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 27 of this Agreement.

12. BUYER'S DUE DILIGENCE (3-15)

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

☒ **ELECTED.** This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condition and permitted use of the property is satisfactory. Buyer may, within 45 days (30 if not specified) from the Execution Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 25 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accordance with the terms and conditions as more fully set forth in this Agreement.

(A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed herein) **and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CONDITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.** Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

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

(C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance and possible premium increases.

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

(A) 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.

(B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within 10 days (10 if not specified) 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 27 of this Agreement, OR

Buyer Initials:



Seller Initials:


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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 10 days (10 if not specified) that Buyer will:
- Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 27 of this Agreement, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 25 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(B)(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 27 of this Agreement.

- (C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to 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.
- (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within 15 days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 25 of this Agreement. **Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.**

14. TAX DEFERRED EXCHANGE (4-14)

- (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.
- (B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

15. COMMERCIAL CONDOMINIUM (10-01)

- ☒ NOT APPLICABLE.
- ☐ APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 *et seq.*).

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

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within 5 days (5 if not specified) notify Buyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer




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(E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 16(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 25 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 16(B) items (1), (2), (3) and in Paragraph 16(C).

(F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☐ Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

(G) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

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

(I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here : _____

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

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

17. MAINTENANCE AND RISK OF LOSS (10-06)

(A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged as a result of any cause whatsoever.

(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, 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 25 of this Agreement.

18. RECORDING (9-05)

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

19. ASSIGNMENT (1-10)

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

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

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

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

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

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


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370 **22. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)**

- 371 ☐ Seller **IS** a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the
372 Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor
373 (Seller) is a foreign person.
- 374 ☒ Seller is **NOT** a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal
375 Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To
376 inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees
377 to furnish Buyer, at or before closing, with the following:
- 378 ☐ An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a
379 foreign person.
- 380 ☐ A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
- 381 ☐ Other:

382 **23. REPRESENTATIONS (1-10)**

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

389 **24. BROKER INDEMNIFICATION (6-13)**

- 390 (A) Buyer and Seller represent that the only Brokers involved in this transaction are: Craig Fernsler, KW Commercial,
391 Genevieve Dickey, Keller Williams Real Estate, and Brian LaFond, GOLA Corporate Real Estate,
392 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any
393 claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party
394 shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify
395 and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either
396 party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any
397 person or entity. This paragraph shall survive settlement.
- 398 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an
399 expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide
400 advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa-
401 tions or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop-
402 erty, including but not limited to those conditions listed in Paragraph 10(C).

403 **25. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

- 404 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
405 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 25(B), and this Agreement will be VOID.
406 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 407 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
408 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 409 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
410 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 411 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
412 Broker how to distribute some or all of the deposit monies.
- 413 3. According to the terms of a final order of court.
- 414 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
415 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 25(C))
- 416 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 180 days (180 if not
417 specified) days after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following date of termina-
418 tion of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's
419 ☐ritten request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is
420 the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt
421 of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
422 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
423 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
424 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
425 maintain their legal rights to pursue litigation even after a distribution is made.
- 426 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 25 or Pennsylvania
427 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
428 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

429 Buyer Initials: UA

Seller Initials: REJ

- (E) Seller has the option of retaining all sums paid by Buyer, including 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 25(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 receives all sums paid and/or owed by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 25(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.

26. ARBITRATION OF DISPUTES (1-00)

Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A. §7341 *et seq.* This agreement to arbitrate disputes arising from this Agreement will survive settlement.

27. 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.

28. REAL ESTATE RECOVERY FUND (1-18)

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

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

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 where required by law**. 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.

30. NOTICE BEFORE SIGNING (4-14)

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

482 Buyer Initials:

Seller Initials:

 
08/19/25
10:20 AM EDT
dotloop verified

31. SPECIAL CLAUSES (4-14)

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

- ☐ Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
☐ Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
☒ Tenant Occupied Property Addendum to Agreement of Sale

(B) Additional Terms:

Conditions for Closing: (i) In the event that any of the inspection reports reveal repairs, modifications, or environmental remediation necessary to existing building, Seller shall have the option of: (1) making repairs, modifications, or remediate the environmental contaminants prior to final settlement, or (2) credit Buyer the estimated costs of making repairs, modifications, or environmental remediation, or (3) do nothing. In the event that Seller chooses not to do any repairs, modifications, or environmental remediation, then Buyer shall have the right (a) to accept the property in its "AS-IS" condition, or (b) declare the Agreement NULL & VOID and receive full return of all deposit monies, in which event the parties shall have no further liability, one to the other, hereunder. (ii) All approvals & consents required by any party to consummate the transaction, including any federal and state governmental approvals. Closing costs regarding transfer tax will be split evenly between buyer and seller. Title will be paid for by buyer and commissions will be paid for by Seller.

Existing Tenant Lease: Purchaser to extend Tenant's existing lease through 12/31/2027, subject to rental terms and conditions.

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

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

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

BUYER *[Signature]* DATE 8/18/2025
 Mailing Address 917 Lorian Dr. Ambler PA 19002
 Phone(s) 215 450 4322 Fax _____ Email mdenicola1531@gmail.com

BUYER _____ DATE _____
 Mailing Address _____
 Phone(s) _____ Fax _____ Email _____

BUYER _____ DATE _____
 Mailing Address _____
 Phone(s) _____ Fax _____ Email _____

AUTHORIZED REPRESENTATIVE _____
 Title _____

COMPANY _____

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

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

VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 15 P.S. §1311.

SELLER *Rodney Glose* dotloop verified
08/19/25 10:20 AM EDT
NACZ-MPZU-JVEH-SHNP DATE 08/18/2025
 Mailing Address _____
 Phone(s) _____ Fax _____ Email _____

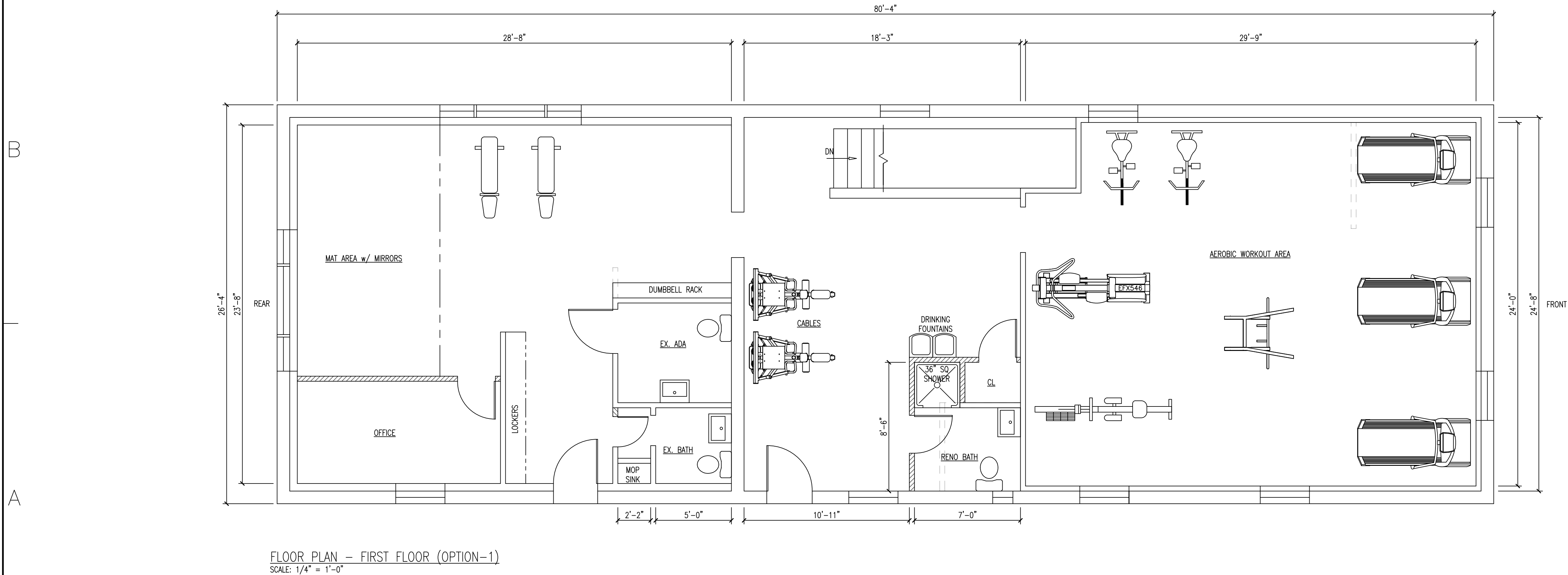
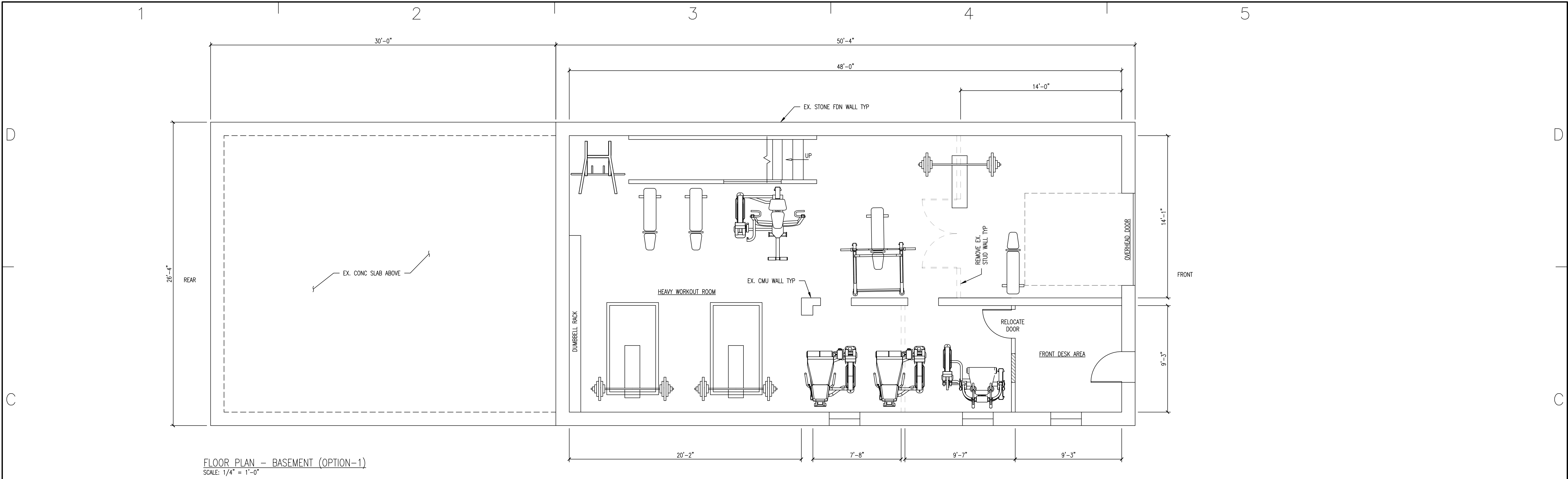
SELLER _____ DATE _____
 Mailing Address _____
 Phone(s) _____ Fax _____ Email _____

SELLER _____ DATE _____
 Mailing Address _____
 Phone(s) _____ Fax _____ Email _____

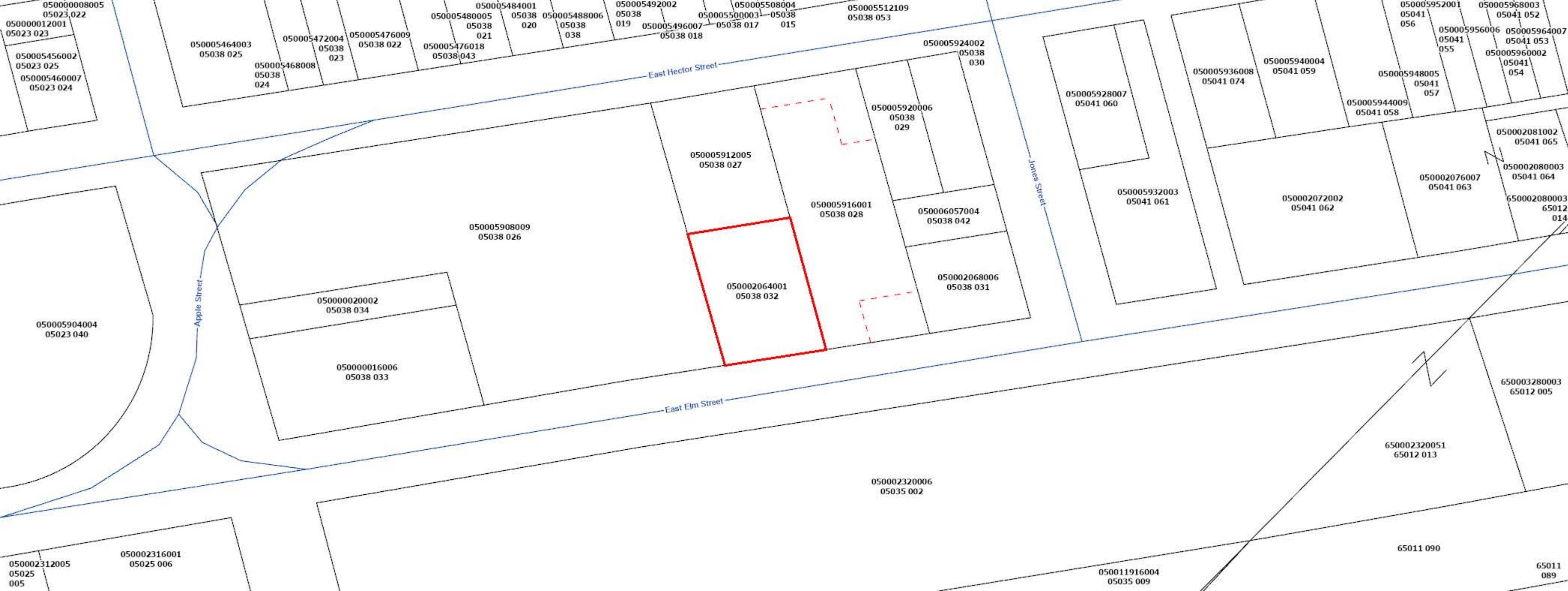
SELLER _____ DATE _____
 Mailing Address _____
 Phone(s) _____ Fax _____ Email _____

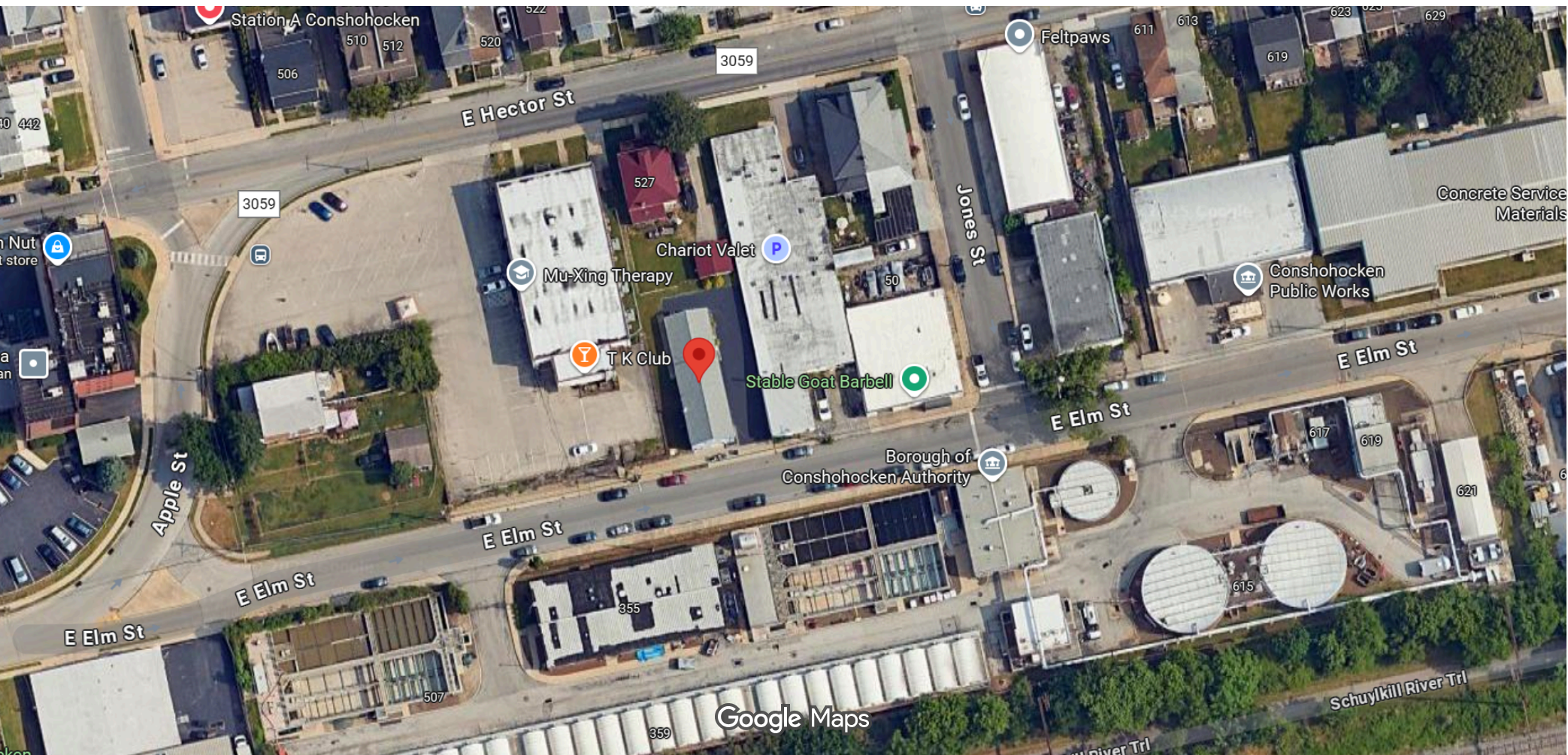
AUTHORIZED REPRESENTATIVE _____
 Title _____

COMPANY _____



PE&D Perspective Engineering & Design PERSPECTIVE ENGINEERING & DESIGN LLC EMAIL: PROJECTS@PEANDD.COM MAILING: (267) 550-5550 P.O. BOX 62412 WWW.PEANDD.COM KING OF PRUSSIA, PA 19406	
BUILDER / DESIGNER	
SEAL	
PRELIMINARY ONLY THIS DRAWING IS NOT FOR CONSTRUCTION	
PROJECT NO:	25.169
DRAWN BY:	JR/SF
ENGINEER:	SHAUN R. FISHBURN, PE
LICENSE #	084300
DATE:	SEPTEMBER 11, 2025
PROJECT	GYM FIT-OUT 524 E ELM STREET CONSHOHOCKEN, PA
CLIENT	STABLE GOAT BARBELL MICHAEL DENICOLA
SHEET TITLE	
PRELIM BASEMENT & FIRST FLOOR PLAN (OPTION-1)	
A-1	
SHEET	1 OF 1





Craig R. Lewis

Direct Dial: (610) 941-2584

Direct Fax: (610) 684-2021

Email: rlewis@kaplaw.com

www.kaplaw.com

September 18, 2025

VIA HAND DELIVERY AND EMAIL

Alison Lee, Zoning Officer
Borough of Conshohocken
400 Fayette Street, Suite 200
Conshohocken, PA 19428

**RE: Stable Goat Barbell – 524 E. Elm Street, Conshohocken, PA
Application to the Zoning Hearing Board
Our Reference Number 19236.1**

Dear Ms. Lee:

My firm represents DeNicola Health & Fitness, LLC d/b/a Stable Goat Barbell, the equitable owner of the property located at 524 E. Elm Street, Conshohocken, PA (Tax Parcel No. 05-00-02064-001). On its behalf, I submit an application to the Zoning Hearing Board for the Borough of Conshohocken seeking variances to permit the use of the property as a personal training/fitness facility (“**Application**”). The Application consists of an executed form application, addendum and the following noted exhibits:

- Deed to the Property
- Agreement of Sale
- Tax Map and Aerial Photograph, and
- Interior Fit-out Plan.

As set forth in more detail in the attached addendum, Stable Goat seeks to expand and/or relocate its existing personal training and fitness facility (currently located at 544 E. Elm Street) to the above captioned Property. The Property is located in the Limited Industrial Zoning District.

I am enclosing herewith an original Application as well as a copy of the same. An electronic copy of the Application is being submitted simultaneously herewith. Please retain the original Application and timestamp and return the additional copy for my records. Lastly, I am enclosing a check in the amount of \$2,000.00; \$500 representing the required Application fee and \$1500.00 representing the required escrow deposit.

Alison Lee, Zoning Officer
September 18, 2025
Page 2

Please schedule a hearing on the Application for the next available hearing date of the Zoning Hearing Board. Please provide copies of any review letters or memoranda prepared by the Township's staff and/or consultants with regard to the Application.

If you have any questions or require anything further, please contact me at your convenience.

Best Regards,

KAPLIN STEWART MELOFF REITER & STEIN, P.C.



Craig R. Lewis

Enclosures

cc: (via electronic mail)

Michael DeNicola

George W. Broseman, Esq.

BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN
IN RE: 544 EAST ELM STREET
SPECIAL EXCEPTION FOR CHANGE OF NON-CONFORMING USE;
VARIANCE FOR OFF-STREET PARKING

DECISION OF THE BOARD

I. HISTORY

On or about June 3, 2019, PWR BLD Gym, LLC (hereinafter called “Applicant”), filed a Zoning Application seeking a Special Exception pursuant to Section 27-703.B(1) or alternatively a Variance from the terms of Section 27-1402, and a Variance from the terms of 27-2002 of the Borough of Conshohocken Zoning Ordinance of 2001 (together with all amendments thereto, the “Zoning Ordinance”), seeking permission operate a membership based fitness business with accompanying Variance from off street parking requirements for the property located at 544 East Elm Street, Conshohocken, Pennsylvania 19428 (hereinafter called “Subject Property”).

After notice was duly given and advertised, a hearing was held on said Zoning Application at Borough Hall on July 15, 2019 at 8:46 p.m.

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

P-1 – Zoning Application.

P-2 – Zoning Notice.

P-3 – Letter dated 6/10/19

P-4 – Memo dated 6/5/19

A-1 – Printout of County Records

II. FINDINGS OF FACT

1. The Subject Property is located at 544 East Elm Street in Conshohocken and is zoned Limited Industrial.
2. The Subject Property is owned by Martin and Mary Magid of 308 Anthony Drive, Plymouth Meeting, Pennsylvania 19462.
3. The Applicant was represented by Robert Careless, Esquire.
4. The Applicant is requesting one (1) special exception or alternatively a use variance from the terms of the Zoning Ordinance. As well as one (1) variance regarding off-street parking requirements from the terms of the Zoning Ordinance.
5. Mr. Careless called Mr. Martin Magid to testify. Mr. Magid testified to the following:
 - a. Mr. Magid has been the owner of the Subject Property for over 15 years and the same is reflected in County property records. (A-1).
 - b. Mr. Magid contracted with Mr. Collin Whitney to lease him the Subject Property so that Mr. Whitney could open a specialty strength training gym.
 - c. Prior to the leasing of the Subject Property to Mr. Whitney, the Subject Property was an auto body shop for five years until 2012. From 2012 on the property was available for lease and vacant.
 - d. Since 2012, there had been a public “for lease” sign on the property and Mr. Magid additionally posted the property as being available on Craigslist. Lack of on-site parking was often an impediment to lease negotiations for the Subject Property.

- e. There is street parking adjacent to the Subject Property. Specifically, there are four spots on the front of the Subject Property and four spots on Jones Street near the subject property.
 - f. Mr. Magid subsequently hired a real estate broker who ultimately connected him with Mr. Whitney.
 - g. There is no space or availability for on-site, off-street, parking on the property and the property is in the approximately the same condition now as it was when purchased by Mr. Magid.
 - h. Today Borough employees who work nearby at the Conshohocken Borough Garage
 - i. have dedicated striped parking for their vehicles. The other surrounding businesses have dedicated parking.
 - j. The prior tenant who operated a garage on the Subject Property did not have issues relating to parking of cars near the Subject Property.
 - k. Half of the Subject Property is air conditioned and is otherwise suited for the purpose of a specialty gym.
6. Mr. Careless called Mr. Collin Whitney who testified as follows:
- a. Mr. Whitney has worked as a professional fitness trainer for approximately six years. Mr. Whitney has a personal training certification through the American Council on Exercise and is certified by USA Power Lifting for club coaching in the specialized area of power lifting.

- b. Mr. Whitney previously managed a specialty power lifting gym in Reading, Pennsylvania before leaving to pursue opening a similar gym at the Subject Property.
- c. The majority of the clientele are power lifters, some athletes, law enforcement / military, and individuals with a specific interest in strength training. The equipment for the business will be specific to this use and the clientele is sophisticated in the use of the equipment.
- d. Based on Mr. Whitney's previous experience as a manager of a similar facility he would expect 5 to ten people to be using the facility during peak times after work hours, approximately four (4) to six (6) p.m.
- e. Most of the employees of the surrounding commercial businesses leave by 5 p.m.
- f. There will be no external music or classes at the Subject Property.
- g. Initially, Mr. Whitney will be present during operational hours with the goal of eventually hiring additional employees

7. No public comment was offered:

III. DISCUSSION

The Applicant is requesting seeking a Special Exception pursuant to Section 27-703.B(1) or alternatively a Variance from the terms of Section 27-1402, and a Variance from the terms of 27-2002.

Section 27-703 states:

“ The following regulations shall govern all properties to which nonconforming status is applied:

A. Nonconforming status shall continue, and a property may continue to be used as nonconforming until it complies with the requirements of this Chapter.

B. Change of Use.

(1) A nonconforming use may be changed to another nonconforming use which is equally appropriate or more appropriate to the district in which the property is located, and is no more detrimental than the existing nonconforming use, as a special exception by the Zoning Hearing Board in accordance with the provisions of Part 6 of this Chapter.

(2) A nonconforming use shall not be changed to another nonconforming use that is less appropriate to the district in which the property is located, and/or is more detrimental than the existing nonconforming use.

(3) If a nonconforming use is changed to a conforming use, then the previous nonconforming status shall become null and void in accordance with § 27-703(C) below.

C. Discontinuance. A nonconforming use, when discontinued, may be resumed any time within one year from such discontinuance, but not thereafter, unless a variance is granted by the Zoning Hearing Board in accordance with Part 6 of this Chapter. The resumption may be of the same use, or another nonconforming use which is equally appropriate or more appropriate to the district in which it is located, but shall not be less appropriate or more detrimental than the previous nonconforming use.

D. Physical Expansion. Physical expansion of a nonconforming building or building housing a nonconforming use shall be permitted only one time and shall be limited to 25% of the gross floor area of the existing building.

E. Extension or Expansion. A nonconforming use, building, or structure, not including signs, may be extended or expanded in compliance with all of the following:

(1) The parcel on which extension or expansion occurs shall include only that lot, held in single and separate ownership, on which the use, building, or structure existed at the time it became nonconforming. Expansion onto adjoining lots is prohibited.

(2) Nonconforming use of a building may be extended throughout the building only in compliance with § 27-703(D) of this Chapter.

(3) A building, which houses a nonconforming use, may be expanded only in compliance with § 27-703(D) of this Chapter.

(4) A nonconforming use may not be extended to a new building.

(5) A nonconforming building may be expanded only in compliance with § 27-703(E)(6) of this Chapter.

(6) In addition to § 27-703(A), (B), (C), (D), and (E) above, nonconforming uses must comply with the following:

(a) Extension and/or expansion as permitted in § 27-703(E)(1) through (5) above, shall be permitted only by special exception in accordance with Part 6 of this Chapter, only to the extent that all new construction shall comply with the dimensional standards of the district in which the use is located or the district in which the use is permitted, whichever is more restrictive.

(b) In addition, when a nonconforming use is expanded, the applicant must comply with all performance standards of the district in which the use is permitted or the district in which the use

is located, whichever is more restrictive. The performance standards include, but are not limited to, the following: parking, signage lighting, landscaping, noise, and building and impervious coverage.

(c) In cases where a building is nonconforming as to front, side, or rear yard setback, an addition may be built on a line with the existing building, as long as it does not create an additional encroachment into a required yard. Any further encroachment with regard to required setbacks will require a variance.

1) Expansion shall not be permitted to extend closer to the road legal right-of-way than the front wall of the existing dwelling closest to the road.

2) Expansion shall not be permitted to create a new violation of the minimum side yard setback. An existing dwelling that violates the side yard may be expanded to the rear along the side yard building setback established by the wall of the existing building.

3) An existing dwelling that violates the rear yard may be expanded to the sides along the rear yard building setback established by the rear wall of the existing building.

F. Additional Building Regulations. The following regulations apply to buildings:

(1) When new ordinance provisions are adopted and affect planned construction, which has not been completed:

(a) Buildings under construction as of the date of adoption of new ordinance provisions, to the extent of completion of footings, may be completed as nonconforming buildings provided that valid building permits have been issued for those buildings.

(b) The use or uses of buildings governed by subsection (F)(1)(a) above shall comply with the permitted uses for the district in which they are located.

(2) Nonconforming primary structures damaged or destroyed by fire, explosion, accident, or calamity (as contrasted to deterioration due to time or neglect) may be reconstructed and used as before, provided that:

(a) If repairs constitute substantial improvement, as herein defined, the structure may be reconstructed only within strict conformity with all applicable regulations of this Chapter. If the repairs constitute less than substantial improvement, as herein defined, the structure may be reconstructed so as to match the dimensions and location of the damaged building, including height, width, depth and volume.

(b) Building reconstruction shall be started within one year from the date the building was damaged or destroyed, and shall be carried out without interruption.

(c) The building will pose no hazards to safety by virtue of its location.

(3) Legally condemned nonconforming buildings shall not be rebuilt or used except in conformance with this Chapter.

G. Contiguous Undeveloped Lots. Where two or more contiguous undeveloped lots are held in single ownership, within a subdivision which has been duly recorded prior to the effective date of this Chapter, which lots are individually not of the required minimum area or width for the district in which they are situated, such lots may be developed only in groups thereof in order to provide the minimum lot area and width required. When all lots in single ownership are combined and still do not meet area and/or width requirements, they may be considered a single nonconforming lot in accordance with § 27-703(G) of this Chapter.

H. Nonconforming Signs. If and when a nonconforming sign is replaced, the new sign shall comply with the requirements of this Chapter. "Replacement" shall not include simply revising the text or color of the sign, but shall refer to structural replacement and/or relocation of the sign.

I. Conforming Uses in Nonconforming Buildings or Lots. The conversion of one conforming use to another conforming use on a lot or in a building that is nonconforming shall be permitted by special exception from the Zoning Hearing Board in accordance with the provisions of Part 6 of this Chapter.”

Section 27-2002 is titled “Required Off-Street Parking Capacity” and states:

“Any building or structure erected, altered, or used, and any lot used or occupied for any of the following purposes shall be provided with the minimum number of parking spaces set forth below, together with adequate driveways and street access in compliance with the requirements of the Conshohocken Borough Subdivision and Land Development Ordinance [Chapter 22]. When a use is not specifically listed below, the requirements of the most similar use shall apply.

Use	Requirement
Dwelling unit, multifamily dwelling (studio, efficiency or one-bedroom units)	1 1/2 spaces per dwelling unit.
Dwelling unit:	
Elderly/disabled housing	1 space per dwelling unit.
Independent living	1 space per dwelling unit.
Personal care home	1 space per every 2 private living units.
Dwelling unit, all other types	2 spaces per dwelling unit.
Places of assembly, such as church or auditorium	1 space per 4 seats.
Retail stores	1 space per 150 square feet of gross floor area.
Shopping centers	1 space per 200 square feet of gross leasable area.
Business or administrative offices	1 space per 250 square feet of gross floor area.
Laboratory or industry	The larger of 1 space per employee or per 450 square feet of gross floor area.
Services:	
1. Doctor, dentist, or similar type, including out-patient clinics	7 spaces per doctor, dentist, or similar practitioner.
2. Barber, beautician, tailor, or similar type	3 spaces per barber, beautician or similar practitioner.
3. Plus	1 space per 2 employees not included in subsection (1) or (2) above.
Tourist home, rooming house, bed-and-breakfast	2 spaces, plus 1 space per rental unit.
Self-service laundry	1 space per 3 washers, dryers and/or dry cleaning machines.

Use	Requirement
Place of indoor amusements (not sports or exercise)	1 space per 100 square feet of gross floor area.
The following uses require 1 space per employee and/or volunteer on the largest shift or during peak periods, plus the number of spaces listed below:	
1. Library, museum or similar place	1 space per 800 square feet of floor area in public use.
2. Hotel, motel, or similar use	1 space per rental unit.
3. Motor vehicle repairs (body or mechanical)	3 spaces per service bay.
4. Vehicle sales	1 space per 500 square feet of indoor sales area, plus 1 space per 5,000 square feet of outdoor sales area.
5. Meeting, training, or classroom space as a primary use	1 space per 2 seats of total seating capacity.
Restaurants:	
1. Drive-in or fast-food	The larger of 1 1/2 spaces per table or booth, or 1 space per 50 square feet of gross floor area; minimum of 25 spaces.
2. All others	1 space per 50 square feet of gross floor area.
Indoor sports facility	1 1/2 spaces per person for maximum court and exercise equipment capacity.
Studio for dance, art, music or photography	1 space per 5 students, and/or 1 space per 300 square feet of gross floor area for nonstudent patrons.
Day-care center	1 space per 3 children at maximum capacity.
Bank, financial institution	6 spaces per teller window, plus 3 spaces per automatic teller machine.
Elementary or intermediate schools	1 3/4 spaces per classroom.
High schools	5 spaces per classroom."

In a request for a variance, the Board is guided by Section 27-611 of the Ordinance and Section 910.2 of the Pennsylvania Municipalities Planning Code (hereinafter called "MPC"). An applicant for a variance has the burden of establishing that a literal enforcement of the provisions of the Ordinance will result in an unnecessary hardship as that term is defined by law, including court decisions, and that the allowance of the variance will not be contrary to the public interest. Section 27-611 of the Zoning Ordinance and Section 910.2 of the MPC permit the Board to grant

a variance where it is alleged that the provisions of the Ordinance inflict unnecessary hardship upon the Applicant and when the Board can make certain prescribed findings where relevant in a given case.

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

As a result of all the above, the Application meets the requirements of “unnecessary hardship” required under the MPC. See Id. The Board, upon thorough and deliberate review of the materials submitted and testimony offered, has determined that the proposed variance is appropriate in consideration of the unique characteristics of the Property. Additionally, the requested variance will not adversely affect the public interest.

Additionally, in a request for a special exception, the Board is guided by both the Ordinance and the Pennsylvania Municipalities Planning Code. An applicant for a special exception has the burden of showing that the request adheres to the express standards and criteria of the special exceptions delineated by the governing body. The Zoning Board must decide requests for special exceptions in accordance with such standards and criteria and how the special exception would impact the public welfare. The Zoning Hearing Board has determined that the granting of the requested special exception would not negatively impact the public welfare.

In reviewing this application, even though the Applicant requested variance relief from multiple sections of the Zoning Code, the Zoning Hearing Board believes that the Applicant only requires a special exception from Section 27-703(B)(1) and variance from Section 27-2002. As the testimony and evidence presented to the Board in this case have shown, the Applicant

appears to attempt to accommodate both a positive use of the Subject Property with minimal relief being requested.

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

The requested variance will not adversely affect the public interest.

IV. CONCLUSIONS OF LAW

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

1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances or conditions generally created by the provisions of the Ordinance in the neighborhood or district in which the property is located;

2. That because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Ordinance and that the authorization for a variance is therefore necessary to enable the reasonable use of the Subject Property;

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

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

5. That the variance will represent the minimum variance that will afford relief and will represent the least modification possible under Section 27-611.

ORDER

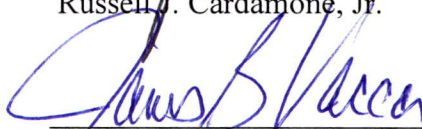
AND NOW, this 19th day of August, 2019, upon the Application of PWR BLD Gym, LLC, seeking special exceptions and variances from the terms of Sections 27-703(B)(1) and 27-2002, in order to use the vacant former garage space at the Subject Property for a specialty gym is hereby GRANTED

CONSHOHOCKEN ZONING HEARING BOARD

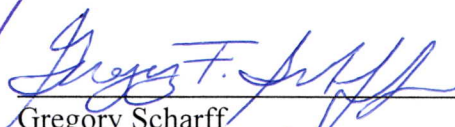
Richard D. Barton, Chairman



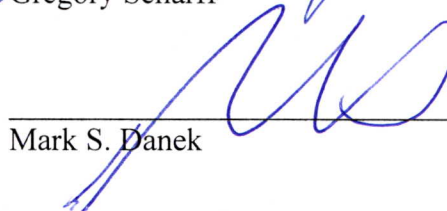
Russell J. Cardamone, Jr.



Janis B. Vacca



Gregory Scharff



Mark S. Danek