

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

#### ZONING NOTICE

#### OCTOBER 25<sup>TH</sup>, 2021, ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

#### ZONING HEARING Z-2021-18

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 25<sup>th</sup>, 2021, at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of Conshohocken Zoning Hearing Board and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

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

PETITIONER:	Daniel and Kristen Scheinman 332 E. 11 <sup>th</sup> Ave., Conshohocken, PA 19428
PREMISES INVOLVED:	332 E. 11 <sup>th</sup> Ave., Conshohocken, PA 19428 Borough Residential 1
OWNER OF RECORD:	Daniel Scheinman 332 E. 11 <sup>th</sup> Ave., Conshohocken, PA 19428

The applicant is seeking a variance from §27-811.C of the Borough Zoning Code to permit a garage larger than 350 square feet and 15 feet in height.

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

Thank you, Zoning Hearing Board



Office of the Borough Manager

Zoning Administration

BOROUIGH COUNCIL Colleen Leonard, President Tina Sokolowski, Vice-President Robert Stokley, Member Anita Barton, Member James Griffin, Member

Karen Tutino, Member Yaniv Aronson, Mayor

Jane Flanagan, Member

# ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

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

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

Please join my meeting from your computer, tablet or smartphone. <u>https://global.gotomeeting.com/join/972846509</u>

You can also dial in using your phone. United States (Toll Free): <u>1 866 899 4679</u>

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <u>https://global.gotomeeting.com/install/972846509</u>

If you have already downloaded the Go-To-Meeting application, the link will redirect you to the application itself. Please follow the instructions.

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

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and address. Prior to the start of the meeting, you may submit written comments by e-mailing them to <u>Zoning@conshohockenpa.gov</u>. Similarly, during the meeting, you may submit written comments by e-mailing them to <u>Zoning@conshohockenpa.gov</u>.

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

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



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Borough of Stephanie Cecco, Borough Manager

Yaniv Aronson, Mayor

The

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

I/We
Request to be granted party status in Application <u>Z-2021-18.</u>
Applicant: <u>332 E. 11th Ave Variance</u>
Please print name:
Please print address:
Please print email:
Please Sign Below:

Please return form via mail or e-mail to the below: (Entry must be received no later than October 20<sup>th</sup>, 2021)

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

E-MAIL: zoning@conshohockenpa.gov



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

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# **Zoning Application**

	Application:
Application is hereby made for:	Date Submitted:
$\Box$ Special Exception $\Box$ Variance	Date Received:
$\Box$ Appeal of the decision of the zoning officer	
$\Box$ Conditional Use approval $\Box$ Interpretation of the	e Zoning Ordinance
Other	
Section of the Zoning Ordinance from which relief is rec	quested:
Address of the property, which is the subject of the app	lication:
Applicant's Name:	
Address:	
Phone Number (daytime):	
E-mail Address:	
Applicant is (check one): Legal Owner $\Box$ ; Equitable Ov	wner $\Box$ ; Tenant $\Box$ .
Property Owner:	
Address:	
Phone Number:	
E-mail Address:	
Lot Dimensions: Zoning Distric	rt:

	ease describe the present use of the property including any existing improvemend the dimensions of any structures on the property.
 	ease describe the proposed use of the property.
Pl	ease describe proposal and improvements to the property in detail.

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

13. If a <u>Variance</u> is being requested, please describe the following:

a. The unique characteristics of the property: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

a.	Attorney's Name:	
	5	

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.

Applicant

Legal Owner

Date

#### COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

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 HEARIN		
DI ORDER OF THE ZOINING HEARIN	NG DOAND	
	Yes	No

## DATE OF ORDER:

400 Fayette Street, Suite 200 | Conshohocken, PA 19428 | Phone: (610) 828-1092 | Fax: (610) 828- 0920 | www.conshohockenpa.org

# Applicant Request for County Review

This request should be filled out by the applicant and submitted to the municipality where the application is being filed along with digital copies of all plan sets/information. Municipal staff will electronically file the application with the county, and a notice for the prompt payment of any fees will be emailed to the Applicant's Representative.



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Municipality:

Proposal Name:

Applicant Name:

Address:

City/State/Zip:

Phone:

Email:

# Type of Review Requested:

(Check All Appropriate Boxes)

Land Development Plan

□ Subdivision Plan

- □ Residential Lot Line Change
- □ Nonresidential Lot Line Change
- □ Zoning Ordinance Amendment
- **Zoning Map Amendment**
- □ Subdivision Ordinance Amendment
- Curative Amendment
- Comprehensive / Other Plan

Conditional Use

#### □ Special Review\*

\*(Not included in any other category - includes parking lot or structures that are not associated with new building square footage)

## Type of Plan:

## Type of Submission:

Tentative (Sketch) Preliminary / Final New ProposalResubmission\*

\* A proposal is NOT a resubmission if A) The proposed land use changes, or B) The amount of residential units or square footage proposed changes more than 40%, or C) The previous submission was over 5 years ago.

# Zoning:

Existing District: Special Exception Granted Yes No Variance Granted Yes No For Applicant's Representative:

Address:

City/State/Zip: Business Phone (required): Business Email (required):

# Plan Information:

Tax Parcel Number(s)

Location Nearest Cross Street Total Tract Area Total Tract Area Impacted By Development

(If the development is a building expansion, or additional building on existing development, or only impacts a portion of the tract, please provide a rough estimate of the land impacted, including associated yards, drives, and facilities.)

	Number of New		Senior Housing		Open Space Acres*	Nonresidential New Square Feet
Land Use(s)	Lots	Units	Yes	No	Acres	Square reet
Single-Family						
Townhouses/Twins						
Apartments						
Commercial						
Industrial						
Office						
Institutional						
Other						

\*Only indicate Open Space if it will be on a separate lot or deed restricted with an easement shown on the plan.

Additional Information:

	Deed
	UPI # 05-00-00876-00-1 Robert G. Crawford TO Daniel Scheinman
MONTCOMERY COUNTY COMMUSSIONERS REGISTRY 08-00-0876-00 1, COMMUSSIONERS REGISTRY 08-00-0876-0876-0876-0876-0876-0876-0876	Searchtec Abstract, Inc. 211 North 13th Street Philadelphia, Pa 19107 Telephone: 215-963-0888 Fax: 215-851-9828

liberty and puilege of the above mentioned all you and for passage may and water courses at all times thereafier form in chymont with the owners inante and occupien of the other lande and premiser abutting thereon Being apart of a larger tragt of ground which Blanche & leorger Hidow by Inducture bearing date the sitte day Deta Book to 636 Page 330 etc granted and conversed unto the Deta Book to 636 Page 330 etc granted and conversed unto the said Spring full Ampurment company in fee sude and bulget to the prophent of two certain montgage delte or principal pelma therein recited the heir of which haid two montgage debth on principal sums is about to be released from the alor decaded 0.3 467 premiser nd it is hereby stipulated and agreed by and Leturn the parties hereto that this present mailtime and leongauce is made and shall be under and invisit neutheless to the following express conditions and restriction limitation and building restruction to mit, That no buth yardy stone wo the quany tanney slaughter house Hore boiling establishment foundy un, Astable lacksmith or carpenter shop find glue on a gut porder factory was warch lampflack kandle m apoudrette manuffactory pranty or other building for any Mensin me a occuptational for any manufacturing the pore Whall be built placed used of mabifained on the premere hereby granted on pury part thereof That no outcloset or priv wall khale be built placed erected med in maintainke in any part of the hard premier nearer to the building That you than one building except the ugual and curromon, outbuilding ni compution with the manie building shall be dehult placed erected, med or manitahed on any of the lost of ground hereby granted and all building that had be cellar and Vcost not few than Justin hypoded dollar each. to building on any part thereof excepting steps proppar Way or onel middlow and other such propertion applinte mant thereto shall be milt placed created used or manitained nearcy to the building his along the raid Clemeth harme than Eight Seet, land Togethe with all and singular the improvime to man prater water courses rights libertill simileser hereditoments and apporten ancel what over there is to belonging or mi any time appenditions and the remsion and remainder renty unier and profits thereof and all the estate inght title mileite to theirty claim and demand upatroning the raid bing tob in law equity or otherwise I me and to the same and such part there of houson To have and to hold the said iote m specer of ground alon descubed here ditaments and premier thereby growted or mentioned and intended to to be with the

422 53. 733-471 ma north castry And in a line at right ongles to sand Elemith Aromy one land and mu fat mor a less to the sonthemotof side of a contain theont for alley Bounded on the continuer side by Elemith Comme ground on the north nest by other land of allow G Hampton, on the northeast cide by the glossail alley and on the portheast 1 an Miala 1 milin Maine side ty other land of Malcolin the army muster, Being part of the easine premises which the Spring mill Information Emplany, a caporation maning a under the Lanc of the State Compliance mayy offer. In /11 Land truche recorded in the office for rectaining dieda unand for the borning of With truche recorded in the office for rectaining dieda unand for the borning of Vient comments in Ded Book 697, page 139 ste, granted and commend with the said Malcolm the any, Innote on fee. Inere the Seales mi the 4. 6. 4 Elaren Acan pard menty feet made alley as and for a prosage may "is mater corese the pile at all times provatter forener. The Und it is hereby stifulated and agreed by and between the partie herets larer That this puent indentive and conseque is made and shall be 1.6. 4. Indu and Subject, nevertheless to the following conditions "I us buching to int. That no buch yard stone or other grassy torman slarghter fring love Triling establishment formedry lovery statly blackommith or carpenter ship fish glue orgunation factory, loop, starch lamptlack, and a pondrette manufactory, my etg, or there finding for any offensive use or occupation or any manufacturing propercy stratt le timet placed used or manufacture on the pression fuel, proster working frait there? On the a pota africas nelphon. thelan That no intelest or formy nell still be milt placed created used or dayon maintained on any part of the said premier neares to the Indang than the feet. Sin That not more than me linding except the nonal and contomary millindding in congrunction with the man building shall be init blaced, includ or maintains a many of the lots of ground hereby 0. a. prantiz and all limbary thall have allar and cost not less there bom the thomand dollars lach. do he That no hilding or any part thereof excepting steps frages bay or i the onel mindons, and other such projections appointemant theats shall be labin full placed, neeted used or maintained reaver to the building line Anly along the said blerenth Cherme Than eighteenfeet. to Cake Together mithall and surgular the improvements may, strats alley telams Manager nates, natu corring signity, literter, firmly preventaments and nell acq apprintenging whatere theamte bloging or many me appentaning tenere to and the rounen and remainders, conto, issues and prints thereif Munt and all the estate seglet little interest me trust frighty porsision, claim and demand whatsom of the gain monto, two hers come at the encours in lang quit, or othermire homener, of in and to the score Accend and my part thereof. to Harcand To Hold the said lot of land tinedetorments "nd foren we herely granted on mentioned and intender so to by inth the Porter affuntenance, moto the said brante for heirs and assign to " and rugin form. John 6 Mida and Julget as sport and the said malertin methog Inste as Assend for harmely

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REFILITION at a point on the Northeasterly side of Eleventh Avenue, (eighty feet in width) at the distance of two hundred feet, Northwesterly, fr m the intersection of the Northeasterly side of Eleventh Avenue with the Northwesterly side of JON'S Street (sixty six feet in width), it being a corner of this and lot No. 210 on could Plan; thence ethending along said bot No. 210, North fortywone degrees hast one hundred and nine feet, more or less, to the Southwesterly side of an alley (twenty feet in width); thence extending along said ride of said Alley, North fortywnine degrees Test twenty feet to Lot No. 210 on said Plan; thence extending along said bot No. 210, North fortywnine degrees Test twenty feet to Lot No. 210 on said Plan; thence extending along said bot No. 210, South fortywone degrees West one hundred and nine feet, more or less, to the Northeasterly Fide of Flev hit Avenue aforesaid; thence extending along said side of said Fleventh Avenue, South fortywon nine degrees East twenty feet to the place of beginning.

BFING part of the same presides which Meleola Modvor, Trustee etc. in and by a certain Indenture bearing date January Trenty-third A D. 1980, and fill recorded in the Office of the Recording of Deeds, in and for the County of Montgomery, at Montstern, in Beed Rook No.866, page 42, granted and conveyed unto the suid Montstearn Trust Company, in fee.

TODETER with all and singular the buildings, streets, alleys, personse, ways, mater, mater-courses, rights, liberties, privileges, hereditatings and appurter nances mhatsoever thereinto belonging or in one wie appertaining, and the reversions end reasinders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand shatsoever of it the said party of the first part, in lar, equity or othermise, howsoever, of, in and to the same and every part thereof.

TO HAVE A ID TO HOLP the said lot .. piece of land, hereditizaents and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behood of the said ( ) by of the second part, his heirs and assigns forever. UN 12 WD SUBJECT, nevertheless, to the following conditions and restrictions, to site First. That no brick yard, stone or other quarry, tannery, slaughter house, bone boiling establik ment, foundry, livery stable, rublic garage, lampbiack, candle or poudrette manufactory, pig sty, curpenter or blacksaith shop, fith, glue, gun porder, sour or starth manuf stort or other building for offensive use or occupation or any manufacturing purpose shall be built, placed, used or maintained on any of the premises hereby granted, or any part thereof. Second. That no out closet, or privy well, shall be built, place', erected, used or maintained on any part of the said premises, nearer to the building line than two feet. Third, That no more than one dwelling, except usual and customary outbuildings in conducttion with the dwelling, shall be built.placed, erected, used or maintained on any lot of ground hereby granted and all drellings shall have a cellar, and the daid drelling shall cost not less than Thirty seven hundred and fifty dollars (33750.). Fourth. That no building, or any part thereof, except steps, shall be built, placed, erected, used or maintained within eighteen feet from street or property line, so that eighteen feet between the property or street line and said buildings, shall be free of all obstructions, sive staff

AND the said Norristown Trust Company, for itself and its successors," doth by these presents rowmant, grant and agree to and with the haid party of the sound part, his heirs and assigns, the said Norristown Trust Company, and its successors, all and singular the hereditaments and premises I sceinbefore described and granted or mantioned and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, against it the said Norristown Trust Company, and its successors, and againes a' conclor a forewor d

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#### EASEMENT FOR PUBLIC ALLEY

THIS INDENTURE made this 24 day of MARIC, A.D. 1979, between Edith C. Ewing, of the Borough of Conshohocken, of the one part (hereinafter called the Grantor) and the Borough of Conshohocken, of the other part (hereinafter called the Grantee).

WITNESSETH:

The said Grantor, for and in consideration of the sum of one dollar (\$1.00) lawful money of the United States of America, unto her well and truly paid by the said Grantee, and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby give, convey and grant to the Borough of Conshohocken, Montgomery County, Pennsylvania, Grantee, its successors and assigns, for public use, the free and uninterrupted use, liberty and privilege of, and passage in, over and along a certain alley or passageway twenty feet in width extending over and through lands of Grantor situate along East Eleventh Avenue in the Borough of Conshohocken, Montgomery County, Pennsylvania, and said alleyway being as shown by F. X. Ball Associates, Inc., on their Plan #7761-21 (sheet 1 of 1) dated October 10, 1977, and more particularly described as follows:

> BEGINNING at a point on the Southwesterly side of a 20 ft. wide alley, said point being the following two (2) courses and distances from the intersection of the northeasterly side of Eleventh Avenue (80 ft. wide) with the northwesterly side of Jones Street (66 ft. wide), to wit: (1) Along the northeasterly side of Eleventh Avenue in a northwesterly direction 160.00 feet to a point, and (2) Along lands of Edith C. Ewing of which this is a part northeast 109.00 feet to a point. Thence from said point of beginning through lands of Edith C. Ewing in a northwesterly direction 40.00 feet to a point. Thence crossing the bed of a 20 ft. wide alley in a northeasterly direction 20.00 feet to a point. Thence again through lands of Edith C. Ewing in a southeasterly direction 40.00 feet to a point. Thence again crossing the bed of said alley in a southwesterly direction 20.00 feet to the aforementioned point and place of beginning

> > REALLY TOANS TAX PAID

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BOOK 4411 NG 429

BE ING part of premises which Albert G. Hampton, widower, by indenture dated July 13, 1949, and recorded in Montgomery County Deed Book No. 2010 at page 442, did grant and convey to Edith C. Ewing, Grantor herein.

BEING PARCEL NO.

TO HAVE AND TO HOLD all and singular the privilege and easement

of passageway aforesaid for public use in common with her the said Grantor, her heirs and assigns, as aforesaid.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal the day and year first above written.

Edith C. Ewing (SEAL)

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY:

On the 24 day of 4, 1979, before me a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Edith C. Ewing and acknowledged the above instrument to be her act and deed and desired the same to be recorded as such.

Tordon HF real

My Commission expires: 200K IL FRENS, NOT GONER 1, 195

Antronnery County S. S. Percented in the Office for Recercling of Deeds & c. In and the solid scenary in <u>Auch</u> book M. <u>A. A. M. Papo</u> <u>429</u> & c. The And and solid office for 21 st Market and hand and solid office for 21 st Market and for a for a formation of a formati



Office of the Borough Manager

Zoning Administration

BOROUIGH COUINCIL Colleen Leonard, President Tina Sokolowski, Vice-President Robert Stokley, Member Anita Barton, Member James Griffin, Member Kathleen Kingsley, Member Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

Date:	October 15, 2021
To:	Stephanie Cecco, Brittany Rogers
From:	Eric P. Johnson, PE
Re:	332 E. 11th Ave - Zoning Determination

#### History of the Site:

332 E. 11<sup>th</sup> Ave is a 9,960 square-foot (SF) lot located in the Borough Residential 1 (BR-1) Zoning District. The property is developed with a single-family detached residential dwelling, sheds, patio, and gravel parking area for 2 vehicles accessed from the rear alley.

#### **Current Request:**

The applicant is seeking a variance from §27-811.C to permit the construction of a 24'x24' (576 SF) garage with a height of 17.5 feet measured to the center of the peaked roof. The garage would be located in the current location of the gravel off-street parking and 2 feet from the side lot line. The applicant also proposes to install a new 10'x20' parking space and walkway adjacent to the garage.

#### **Zoning Determination:**

In May 2021, Borough Council adopted a new accessory structure ordinance amending §27-811.C of the Borough Zoning Code as follows:

- C. Size Limit for Accessory Buildings
  - (1) Any freestanding building used for an accessory use shall not exceed 350 square feet in area or 15 feet in height if the structure has a peak roof or 10 feet in height if it has a flat roof.
  - (2) Notwithstanding the provisions of subsection C(1), a private garage designated solely for the parking of vehicles shall be permitted to be a maximum of 450 square feet in area, provided the following criteria are met:
    - (a) The purpose of the expanded size for garages is to permit adequate space for the parking of at least two vehicles. Use of the garage shall be limited to the parking of vehicles.
    - (b) The garage shall comply with the height limitations of subsection C(1).

(3) Provided the requirements of sections C(2)(a) and C(2)(b) of this subsection are met, the additional 100 square feet (or increment thereof) permitted by section C(2) shall be excluded from the applicable impervious surface coverage and building coverage requirements.

Page 2

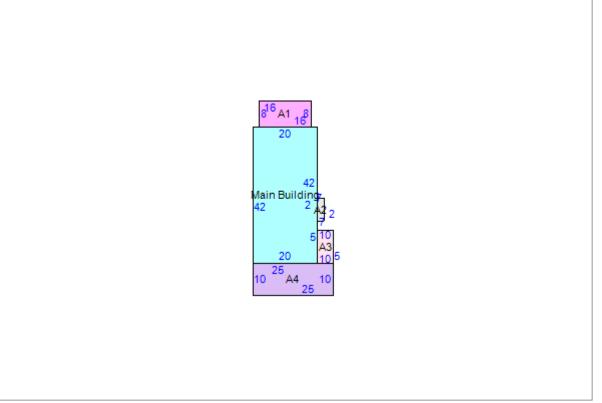
The applicant will need to confirm if the proposed garage will be used solely for parking of 2 vehicles. If the proposed garage will be used solely for the parking of 2 vehicles, the maximum permitted building footprint is 450 SF and maximum permitted height is 15 feet, measured to the center of the peaked roof. A variance would be required for the proposed garage. Please note, if the garage will be used in a way other than parking 2 vehicles, the maximum permitted building area is 350 SF.

§27-811.B, accessory structures may be erected not closer than 3 feet to the side lot line unless the abutting owner provides written consent to allow said structure to be closer and provide a maintenance easement of 4 feet in width. Prior to construction of any accessory structure, the property lines shall, to the satisfaction of the Borough, be confirmed and staked by a professional land surveyor registered with the Commonwealth of Pennsylvania to permit the Borough to confirm that the setback requirements are met.

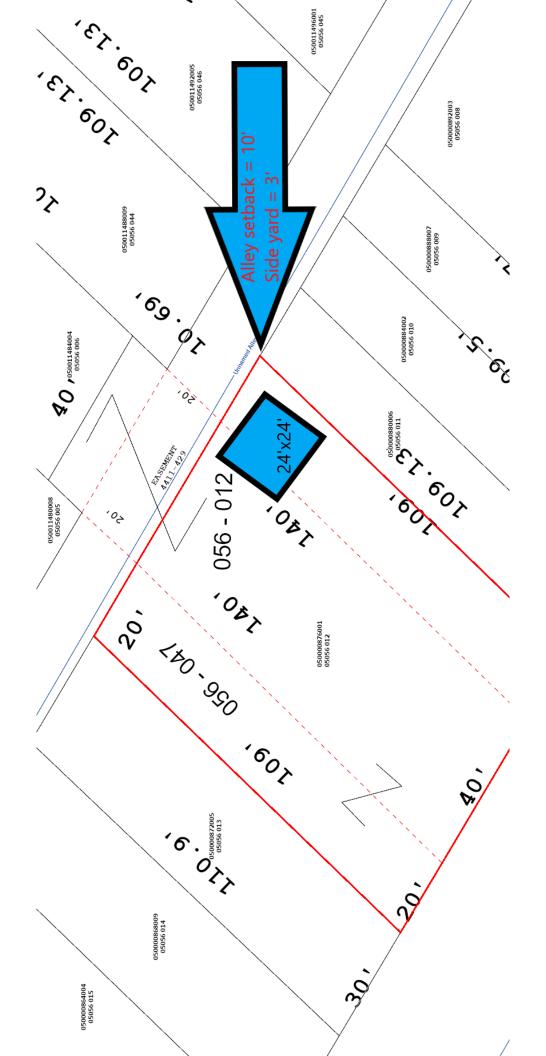
If the requested relief is granted, prior to construction, the applicant will need to provide required setback documentation from the abutting owner for the reduced side yard setback and have the property surveyed to establish location of the common property line.

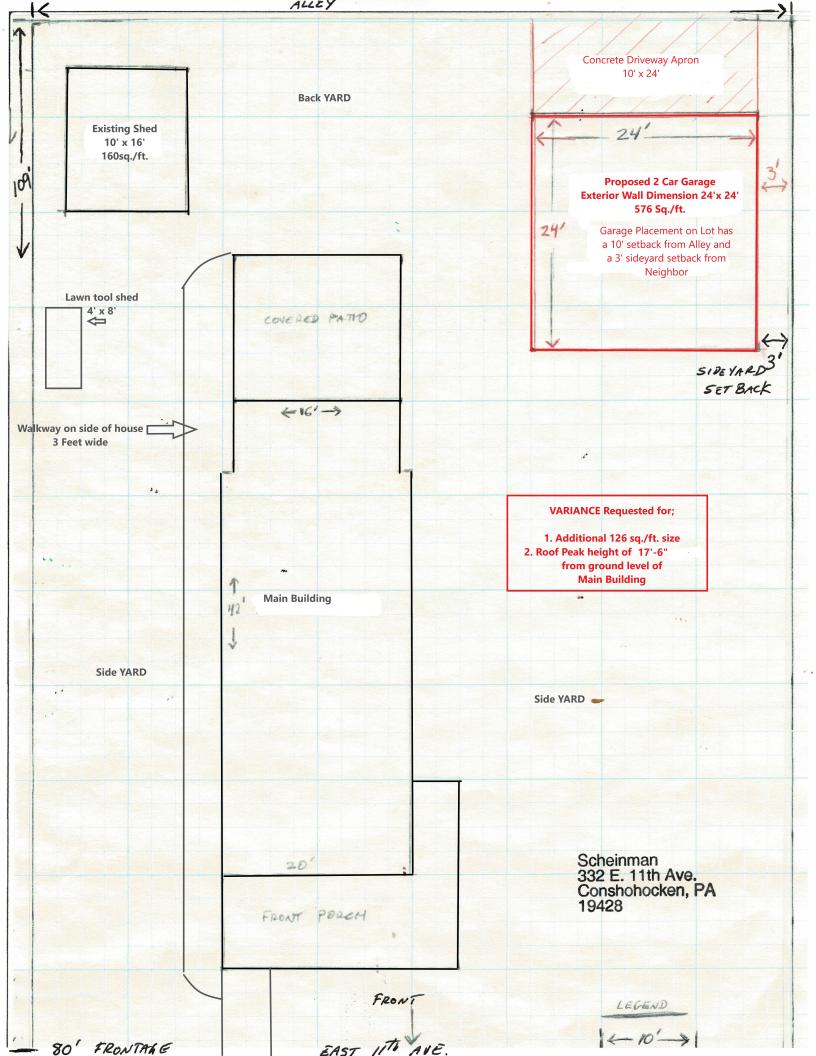
#### PARID: 050000876001 SCHEINMAN DANIEL & KRISTEN DIANE

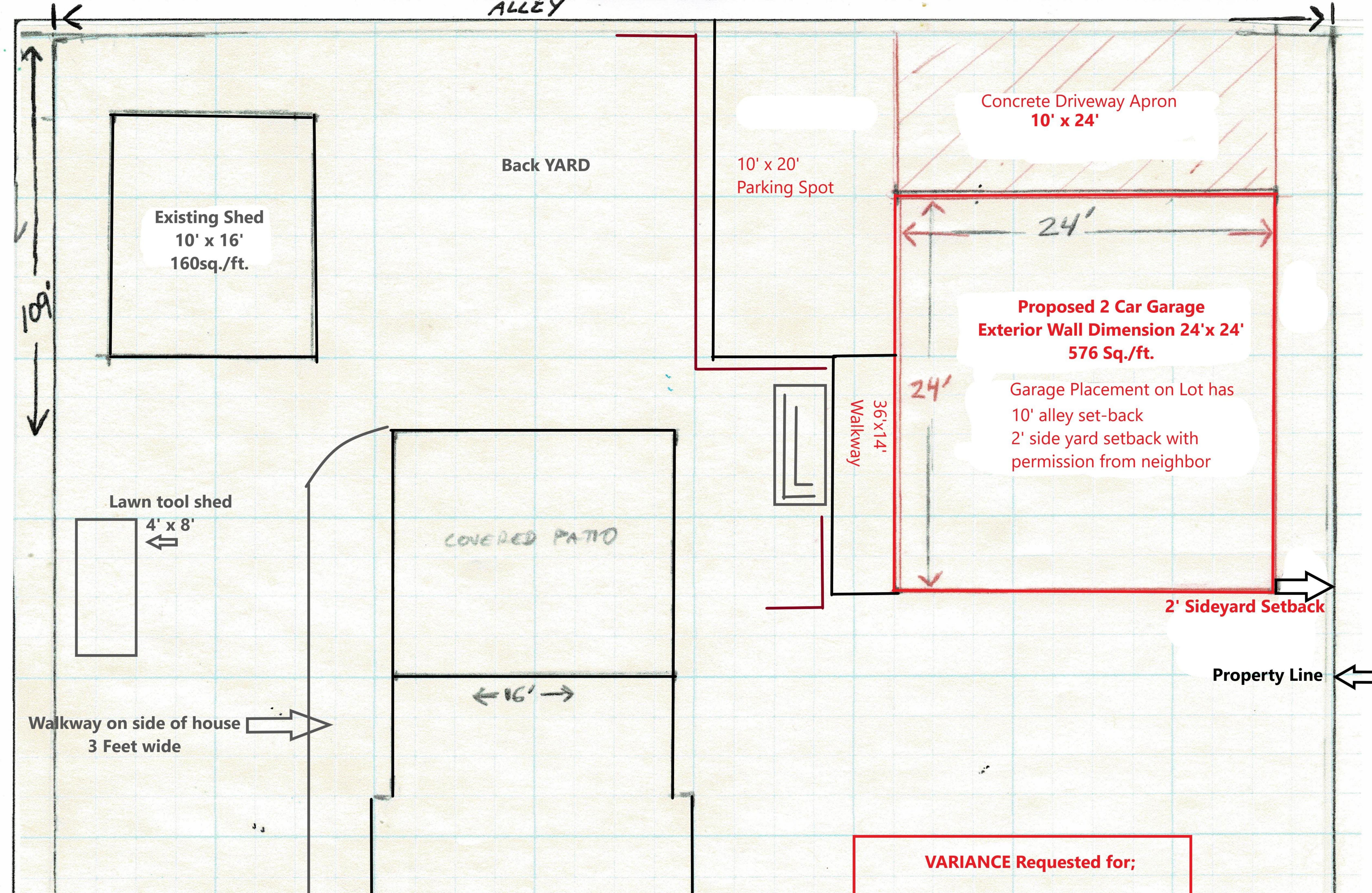




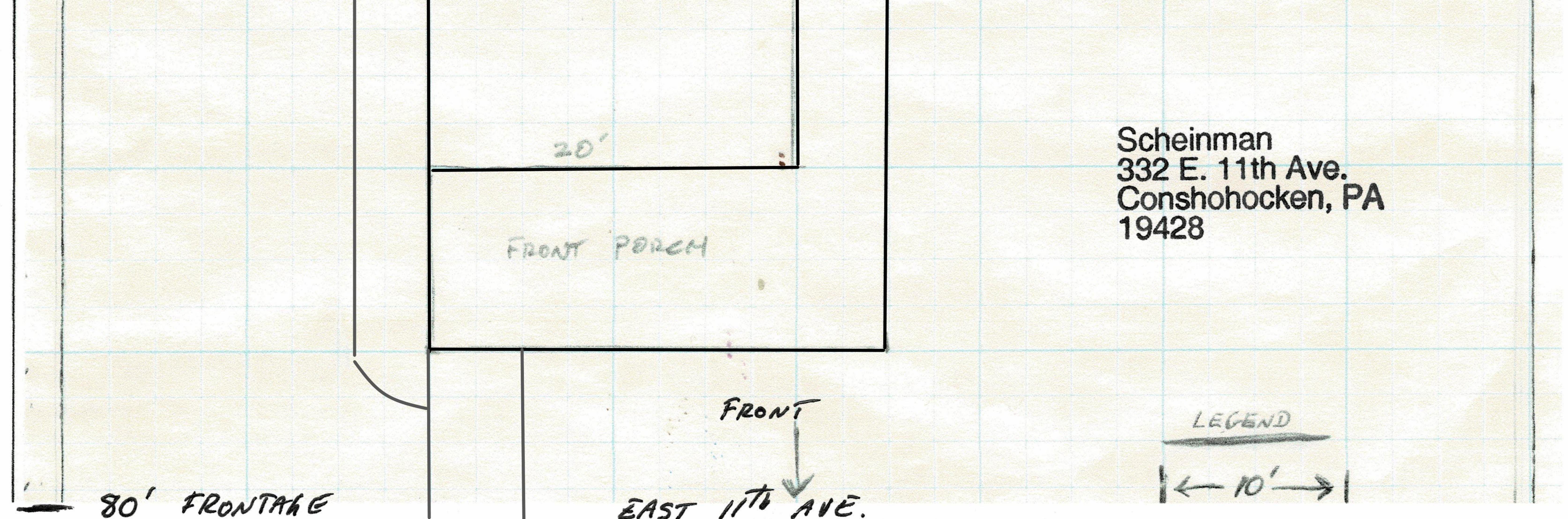
Printed on Monday, August 9, 2021, at 8:46:09 AM EST







		1. Additional 126 sq./ft. size 2. Height increase to 17'6" to mid point of slope, measured from grade of Main Building (House)	
	Main Building		
Side YARD			
· · · · · · · · · · · · · · · · · · ·		Side YARD 🕳	



From:	Colleen Leonard
То:	Zoning
Cc:	dscheinman@verizon.net
Subject:	Variance for Ordinance 04-2021 section 1- size and limit for accessory building.
Date:	Sunday, October 24, 2021 4:04:37 PM

Dear Zoning Board,

I am writing in support for the variance Dan and Kristen Scheinman. The neighborhood we reside in (East 11th & East 12th avenue) is very unique to our Borough. We consist of mainly single homes, many historical. Dan and Kristen's home is a beautiful historical home which they chose to keep as a single family dwelling. They could have chosen many different alternatives when they purchased their property in 2006. It could have been converted to apartments or simply knocked down at that time, they chose neither. Dan and Kristen chose to restore their home, saving a beautiful and historical home in our Borough. Dan and Kristen's property is also unique in that is consists of four lots, there are truly very few if any properties this size.

A larger garage than the Borough now permits will fit nicely on their property and not hinder any of our residents. I am in total support of Dan and Kristen's request and would ask as their neighbor you grant the variance they are seeking.

Thank You, Colleen Leonard 325 E. 12th Avenue Conshohocken, Pa 610-322-0386

Sent from my iPhon

#### **Dan Scheinman**

From:	Jim Wittmer <james.r.wittmer@gmail.com></james.r.wittmer@gmail.com>	
Sent:	Tuesday, October 12, 2021 7:25 AM	
То:	dscheinman@verizon.net	
Subject:	Approval OF garage build request	

To whom it may concern,

I am writing to express my approval of Dan and Kristin Scheinman's request for building a garage. I am 3 houses away from Dan and Kristin at 346 E 11th Ave, Conshohocken, PA 19428. This request seems perfectly reasonable and should not be turned down based on the amount of pre-existing garages on our street. Should you have any questions please email me at this email.

Thanks, The Wittmer Family 215-896-4710

James Wittmer

---

# 332 East 11<sup>th</sup> Ave., Conshohocken, PA 19428



Daniel & Kristen Scheinman October 14, 2021 25 YEAR Property Owners

Seeking Zoning Variance

# **Seeking variance Approval**

## Our History on the Upper East Side

We have lived in Conshohocken for 25 years and we would like to stay another 25 years or more. We purchased our first home in Conshohocken in 1999, it was a corner twin on East 11<sup>th</sup> and we fell in love with the street and community.

As our family started to grow and our need for more space increased, we started looking for a bigger home, but we were torn with leaving our neighborhood and community. As luck would have it, the large traditional single-family home built in 1912 that sat on multiple lots, just a few doors down from us, went up for sale.

At a time when knocking anything down to make room for multiple units was the norm and bidding was fierce, the sellers were concerned about the future of their family home that they had built in the early 1900's. When they learned we were looking to move and wanted to restore the home instead, we were given the opportunity to make a counter-offer.



## The Counteroffer:

The counteroffer was not the traditional type of negotiation where we offer more money, instead it was a meeting with the owners to discuss the history of the home and to help them get a better feel our real intentions and restoration plans.

The home was built by their grandparents in the early 1900's and many generations of family were raised there. The home was built on 4 twenty-foot-wide lots and was last remodeled in the 1940-1950's. The extra lots were purchased to offer plenty of yard space and to make room for a future garage that was never built.

We shared with them our intentions of a family home with plenty of yard space for kids and dogs to play as well as a future garage. They agreed to sell to us providing we promise to not knock it down.

We purchased the home in 2006 and have spent the last 15+ years restoring it to its present condition.

Although the garage was part of our original plans, we are just now able to make our final dream home a reality.



# Please Approve our Variance Request

As you can see, our property has plenty of yard space with the 80 feet frontage, enough for a garage without impacting the large open yard where our kids and dogs play.

Our variance request is just slightly more than the current ordinance. We are asking for an additional 2' wide by 4' deep and an increase in height of 2' 6" to the mid-point of the roof slope measured from the primary house grade.



# Thank you for your consideration and approving our variance request.





Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

#### ZONING NOTICE

#### OCTOBER 25<sup>TH</sup>, 2021, ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

#### ZONING HEARING Z-2021-19

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 25<sup>th</sup>, 2021, at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of Conshohocken Zoning Hearing Board and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

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

PETITIONER:	Mortgage Brother, LLC 215 Ford St. Conshohocken, PA 19428
PREMISES INVOLVED:	728 Maple St., Conshohocken, PA 19428 Borough Residential 1
OWNER OF RECORD:	Maple St. 1, LLC 412 Old Elm St., Conshohocken, PA 19428

The applicant is seeking a special exception per §27-703.B(1) and a variance from §27-2002 from the Zoning Hearing Board to permit the change of a nonconforming use from commercial kitchen to office.

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

Thank you, Zoning Hearing Board



Office of the Borough Manager

Zoning Administration

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

Karen Tutino, Member Yaniv Aronson, Mayor

# ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

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

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

Please join my meeting from your computer, tablet or smartphone. <u>https://global.gotomeeting.com/join/972846509</u>

You can also dial in using your phone. United States (Toll Free): <u>1 866 899 4679</u>

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <u>https://global.gotomeeting.com/install/972846509</u>

If you have already downloaded the Go-To-Meeting application, the link will redirect you to the application itself. Please follow the instructions.

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

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and address. Prior to the start of the meeting, you may submit written comments by e-mailing them to <u>Zoning@conshohockenpa.gov</u>. Similarly, during the meeting, you may submit written comments by e-mailing them to <u>Zoning@conshohockenpa.gov</u>.

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

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



Office of the Borough Manager

Zoning Administration

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

Yaniv Aronson, Mayor Borough of

Borough of Stephanie Cecco, Borough Manager

The

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

I/We
Request to be granted party status in Application <u>Z-2021-19.</u>
Applicant: <u>728 Maple St. – Special Exception</u>
Please print name:
Please print address:
Please print email:
Diago Cian Polovy
Please Sign Below:

Please return form via mail or e-mail to the below: (Entry must be received no later than October 20<sup>th</sup>, 2021)

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

E-MAIL: zoning@conshohockenpa.gov

#### HUGHES, KALKBRENNER & OZOROWSKI, LLP

ATTORNEYS AT LAW SUITE 205 1250 COMMONS 1250 GERMANTOWN PIKE PLYMOUTH MEETING, PENNSYLVANIA 19462

EDWARD J. HUGHES GEORGE J. OZOROWSKI

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

September 15, 2021

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

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

#### Re: 728 Maple Street

Dear Bobbi Jo:

Enclosed please find the original and (1) copy of a Zoning Hearing Board Application and supporting documents on behalf of Mortgage Brothers, LLC regarding 728 Maple Street. Also enclosed are three (3) checks totaling \$2,000.00 payable to the Borough of Conshohocken. One copy of the Application and supporting documents are being sent via email. Please return a time-stamped copy to me in the self-addressed, stamped envelope provided.

Please call with any questions.

Very truly yours, HUGHES, KALKBRENNER & OZOROWSKI, LLP

/s/ Edward J. Hughes

By:\_\_\_\_

Edward J. Hughes, Esquire

EJH:drc Enclosures cc: Mr. Jeffrey Giglio (via email)

#### HUGHES, KALKBRENNER & OZOROWSKI, LLP

#### ATTORNEYS AT LAW SUITE 205 1250 COMMONS 1250 GERMANTOWN PIKE PLYMOUTH MEETING, PENNSYLVANIA 19462

EDWARD J. HUGHES GEORGE J. OZOROWSKI

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

September 30, 2021

(VIA EMAIL - zoning@conshohockenpa.gov)

Zoning Hearing Board Borough of Conshohocken 400 Fayette Street, Suite 200 Conshohocken, PA 19428

#### Re: 728 Maple Street

Dear Board Members:

Please accept this as an amendment to the referenced Zoning Application to request a variance from §27-2002 with regard to off-street parking, in addition to the relief requested in the Application. The property is and has been nonconforming as to offstreet parking with regard to previous office and retail uses.

> Very truly yours, HUGHES, KALKBRENNER & OZOROWSKI, LLP

/s/ Edward J. Hughes

By:\_\_\_

Edward J. Hughes, Esquire

EJH:drc cc: Mr. Jeffrey Giglio (via email)



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

# **Zoning Application**

		Application:		
1.	Application is hereby made for:	Date Submitted:		
	x Special Exception Variance	Date Received:		
	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 27-703B(1)			
3.	Address of the property, which is the subject of the application: 728 Maple Street, Conshohocken, PA 19428 (Parcel No. 05-00-06264-00-4)			
4.				
	Address:215 Ford Street, Conshohocken, PA 19428			
	Phone Number (daytime):			
	E-mail Address:jeffrey.giglio@myccmortgage.com			
5.	Applicant is (check one): Legal Owner Equitable Owner	K; Tenant		
6.	Property Owner:Maple Street 1, LLC			
Address: 412 Old Elm Street, Conshohocken, PA 19428				
	Phone Number: (610) 416-6382			
	E-mail Address: joejferigno@entouragehomes.com			
7.	Lot Dimensions: <u>61 x 79</u> Zoning District: <u>R-2</u>	· · · · · · · · · · · · · · · · · · ·		

8. Has there been previous zoning relief requested in connection with this Property? Yes X No If yes, please describe

100	110	11	yes,	picase	uestin	æ

Converted from an office to commercial kitchen.

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

Mixed Use - commercial kitchen and two (2) apartments.

10. Please describe the proposed use of the property.

Convert commercial kitchen to the former office use.

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

Remove the commercial kitchen and convert to an office with new front windows, new hardwood floors and updated lighting. Two (2) apartments to remain.

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

Applicant intends to convert the commercial kitchen to an office use. Change in nonconforming use from commercial kitchen and two (2) apartments to an office and two (2) apartments is permitted by special exception. Property was previously used as an office with two (2) apartments.

13. If a <u>Variance</u> is being requested, please describe the following: Not applicable.

a. The unique characteristics of the property: \_\_\_\_\_

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

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

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

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

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

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

- 15. If the Applicant is requesting any other type of relief, please complete the following section.
  - a. Type of relief that is being requested by the applicant.

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

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

- 16. If the applicant is being represented by an attorney, please provide the following information.
  - a. Attorney's Name: \_\_\_\_\_Edward J. Hughes, Esquire
  - b. Address: 1250 Germantown Pike, Suite 205, Plymouth Meeting, PA 19462
  - c. Phone Number: \_\_\_\_\_\_\_
  - d. E-mail Address: <u>ehughes@hkolaw.com</u>

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.

Bv:

Applicant - Jeffrey Giglio, Member MAPLE STREET 1, LLO By:

Legal Owner - Joseph Ferrigno, Member

9-14-2021

Date

# COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this  $\frac{14+h}{14}$  day of

September , 20 21 .

na R. Carbone

Notary Public

(Seal)

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



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

# Decision

	(For Borough Use Only)	
Application Granted	Application Denied	
MOTION:		

CONDITIONS:

# BY ORDER OF THE ZONING HEARING BOARD

	Yes	No
DATE OF ORDER:		

400 Fayette Street, Stute 200 | Conshohocken, PA 19428 | Phone: (610) 828-1092 | Fax: (610) 828-0920 | www.conshohockenpa.org

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# AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

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

BUYER(S): Mortgage Brothers LLC.	ARTIES
	SELLER(S): Maple Street 1 Lic
215 4th Street	412 Old Elm St
Conshohocken PA 19428	Conshohocken PA, 19428
	Constantocken FA, 19423
	OPERTY
PROPERTY ADDRESS 728 Maple Street, Conshohocken PA 194	28
in the municipality of <u>Consheltocken Bore</u>	ZIP 19428
County of Monteomery	in the Commence Western And
County of Montgomery Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording	g Date):
Tax ID #(s); 05-00-06264-004	
BUYER'S RELATIONSHIP	WITH PA LICENSED BROKER
No Business Relationship (Buyer is not represented by a	broker)
Broker (Company) Realty ONE Group - Supreme	Liconsee(s) (Name) James Dietrich
Company Address 515 S West End Blvd, Quakertown, PA 18951	Direct Phone(s) (484)531-7300
Company Phone (484)531-7300	Cell Phone(s) (267)767-0605
Company Fax (267) 424-2479	Fax Email jdietrich@rogsupreme.com
Broker is (check only one):	Licensee(s) is (check only one):
X Buyer Agent (Broker represents Buyer only)	Buyer Agent (all company licensees represent Buyer)
Dual Agent (See Dual and/or Designated Agent box below)	X Buyer Agent with Designated Agency (only Licensee(s) nat
	above represent Birver)
•	Dual Agent (See Dual and/or Designated Agent box below)
Transaction Liceusee (Broker and Liceusee(s) p	rovide real estate services but do not represent Buyer)
SELLER'S RELATIONSHIP	WITH PALICENSED BROKED
No Business Relationship (Seller is not represented by a b	roker)
Broker (Company) Keller Williams Philadelphia	Licensee(s) (Name) Joe Ferrigno
Company Address 1619 Walnut St F1 5, Philadelphia, PA 19103	Direct Phone(s)
	Cell Phone(s) (610)828-7000-
Company Phone (215)627-3500	Fax
Company Fax (215)627-6525 Troker is (check only one):	Email jferrigno@entouragehomes.com
Seller Agent (Broker represents Seller only)	Licensee(s) is (check only one):
Dual Agent (See Dual and/or Designated Agent box below)	Selier Agent (all company licensees represent Seller)
The second from the second of the origination and point port points)	X Seller Agent with Designated Agency (only Licensee(s) named above represent Soller)
	Dual Agent(See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(e)	vide real estate services but do not represent Seller)
DIAL AND OP N	ESIGNATED AGENCY
. Droker is a Dual Agent when a Broker remresents both Buyer on	A Sallar in the same incomention of Y to be the second
esignated Agonts for Buyer and Seller. If the same Licensee is designated	ted for Buyer and Seller, the Licensee is a Dual Agent.
y signing this Agreement, Buyer and Seller each acknowledge havi	ng been previously informed of, and consented to, dual agency,
applicable.	
iyer Initials: <u>MG ZG</u> ASC P	age 1 of 9 Seller Initials:
	age 1 of 9 Seller Initials:
ayer Initials: <u>MG FG</u> ASC P	age 1 of 9 Seller Initials:

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ASC

	I 2 3 4 5	2.	By this Agreement, dated <u>August 12, 2021</u> Buyer, who agrees to purchase, the identified Property. PURCHASE PRICE AND DEPOSITS (3-15) (A) Purchase Price \$	, Seller hereby agrees to sell and convey to
	6 7 8 9		<ol> <li>Initial Deposit, withindays (5 if not specified) of Execution Date, if not included with this Agreement:</li> <li>Additional Deposit withindays of the Execution Date:</li> <li>5 Days from completion of the Due Difference Pariod</li> </ol>	U.S. Dollars), to be paid by Buyer as follows:
1 1: 1: 14	1 2 3 4		Remaining balance will be paid at settlement. (B) All funds paid by Buyer, including deposits, will be paid by check, cashier' within 30 DAYS of settlement, including funds paid at settlement, will be personal check.	<sup>▶</sup> ''s check or wired funds. All funds paid by Bayer e by cashier's check or wired funds, but not by
1: 10 17 18 19	5 7 8	(	C) Deposits, regardless of the form of payment and the person designated as paye (unless otherwise stated here: will retain deposits in an escrow account in conformity with all applicable lay tion of this Agreement. Only real estate brokers are required to hold deposits State Real Bistate Commission. Checks tendered a deposit measurement of the state	), who is and regulations until consummation or termina-
20 21 22 23	) 3	8. S (4 (1	<ul> <li>State Real Estate Commission. Checks tendered as deposit monies may be held unc</li> <li>ETTLEMENT AND POSSESSION (6-13)</li> <li>A) Settlement Date is <u>October 1, 2021</u></li> <li>Settlement will occur in the county where the Property is located or in an adjustment and Seller agree otherwise.</li> </ul>	ashed pending the execution of this Agreement.
24 25 26 27 28		(0	C) At time of settlement, the following will be pro-rated on a daily basis betwee current taxes; rents; interest on mortgage assumptions; condominium fees and fees, together with any other lienable municipal service fees. All charges will pay up to and including the date of settlement and Buyer will pay for all days	n Buyer and Seller, reimbursing where applicable; homeowner association fees; water and/or sewer
29 30 31 32 33 34		(B	<ol> <li>For purposes of prorating real estate taxes, the "periods covered" are as follows:</li> <li>Municipal tax bills for all counties and municipalities in Peansylvania are for th</li> <li>School tax bills for the Philadelphia, Pittsburgh and Scranton School Distriction, 31. School tax bills for all other school districts are for the period from July 1 to</li> <li>Chrveyance from Seller will be by fee simple deed of special warranty unless otherward</li> </ol>	cts are for the period from January 1 to December o June 30, wise stated here;
35 36		(F)	Payment of transfer taxes will be divided equally between Buyer and Seller unless of	therwise stated here:
37 38 39 40			) Possession is to be delivered by deed, existing keys and physical possession to a broom-clean, at day and time of settlement, unless Seller, before signing this Agr is subject to a lease.	reement, has identified in writing that the Property
41 42 43 44		(LX)	) If Seller has identified in writing that the Property is subject to a lease, possess assignment of existing leases for the Property, together with security deposits an Seller will not enter into any new leases, nor extend existing leases, for the Propert acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreen [X] Tenant-Occupied Property Addendum (PAR Form TOP) is attached and mat	nd interest, if any, at day and time of settlement. ty without the written consent of Buyer. Buyer will
45 46 47 48	4,	(Å)	Written acceptance of all parties will be on or before: <u>August 15, 2024ugust 16</u> . The Settlement Date and all other dates and times identified for the performance	AND IS
49 50 51 52		(C)	The Execution Date of this Agreement is the date when Buyer and Seller have signing and/or initialing it. For purposes of this Agreement, the number of days y ing the day this Agreement was executed and including the last day of the time p imitialed and dated.	o indicated full acceptance of this Agreement by will be counted from the Execution Date, exclud- eriod. All changes to this Agreement should be
53 54 55 56			The Settlement Date is not extended by any other provision of this Agreement and ment of the parties. Cortain terms and time periods are pre-printed in this Agreement as a convenient and time periods are negotiable and may be changed by striking out the pre-print	
57 58 59 60 61	5.	(A)	<b>TURES AND PERSONAL PROPERTY (6-20)</b> It is possible for certain items of personal property to be so integrated into the regarded as part of the Property and therefore included in a sale. Buyer and Salles	The second state of the se
Ο.			what items will be included or excluded in this sale.	Contraction of the second seco

ASC Page 2 of 9



Fronkcod with zipForm® by zipLogiz 18070 Fifteen Mile Road, Fraser, Michigan 48023 varm.zipLogiz.com

728 Maple Street

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	63 64 65 66				ly installed in the Property, free of liens, including plumbing; heating; and ceiling fans); and water treatment systems, unless otherwise stated on the Property at the time of settlement. Also included:
	57 58				
	58 59 70		(C)	The following items are not owned by Seller and may be subj	ect to a lease or other financing agreement:
	11 12			EXCLUDED fixtures and items: All kitchen equipment	
		б.	ZON	ING (4-14)	
	4	j	Failu	re of this Agreement to contain the zoning classification (	except in cases where the property (and each parcel thereof, if subdi-
7 7	5 6 7	2	voide Zonir	d, any deposits tendered by the Buyer will be returned to the H ag Classification, as set forth in the local zoning ordinance	venings) will render this Agreement voidable at Buyer's option, and, if
7 7		7. ]	(INA	NCING CONTINGENCY (4-14)	
8	0				ough Buyer may obtain financing and/or the parties may include an
8				LECTED.	
8.	_			his sale is contingent upon Buyer obtaining financing accordin	g to the following terms:
8: 84	5   1 1   1	first l Loan a	Loan	on the Property	Second Loan on the Property
8	:   î	Ainin	um I	rermyears	Loan Amount \$years
80	1	уре с	of Lo	an :	Type of Loan
87 88 89				""""""""""""""""""""""""""""""""""""""	Type of Loan
90		(E	) Fi	mancing Commitment Date September 24, 2021	
91 92		(C	) ₩	ithin days (10 if not specified) from the Evecution	Date of this Agreement, Buyer will make a completed, written appli-
93			B	oker for Seller, is authorized to communicate with the lon	finder(s) of Buyer's choice. Broker for Buyer, if any, otherwise
94		(D	ווכי וי	waki Dayer tarnish laise or meannlete information to	a Collow Destructed and the test of the
95 96					
97		(E)	) Ur	on receipt of a financing commitment. Bryer will promotly d	a default of this Agreement.
98					
99 100					
101				and the search of the search of the search of the search of the	fee for cancollation of same, if any; AND/OR any premiums for flood to binder charges or cancellation fee, if any; AND/OR any appraisal fees
102	~				a onder enarges of cancentation ree, If any; AND/OR any appraisal fees
103 104	8,	CE If a	LA.NC L cha	SE IN BUYER'S FINANCIAL STATUS (6-20)	
105		cha	nge	notify Seller and lender(s) to whom the Buyer submitted	thase, Buyer will, within days (5 if not specified) of said I loan application, if any, in writing. A change in financial status
106		incl	udes	, but is not limited to, loss or a change in income; Buye	rish having incurred a new financial obligation; entry of a judgment
107 108		-		Bayer. Buyer understands that applying for and/or is o purchase.	ncurring an additional financial obligation; entry of a judgment ncurring an additional financial obligation may affect Buyer's
109	9.	SEI	ЛÉ	R REPRESENTATIONS (1-20)	
110 111		(A)	Sta	tus of Water	
112				er represents that the Property is served by: ublic Water Community Water On-site Water None	
113		(B)	Stat	as of Sewer	
114 115			1.	- Toperty is served by;	
116				X Public Sewer Community Sewage Disposal Sy Individual On-lot Sewage Disposal System (see Sewage N	
117				Individual On-lot Sewage Disposal System in Proximity to	Well (see Seware Notice 1: con Source Matter 4: 10 11 14)
118 119				None (see Sewage Notice 1) None Available/Permit	Limitations in Effect (see Sewage Notice 5)
120			2.	Notices Pursuant to the Penusylvania Sewage Encilities A	···
121				Notice 1: There is no currently existing community say	White success available for the webbert
122 123					
124				permit. Buyer is advised by this notice that before signing	this A grant Buyer should contract it.
125	_			and the second according the procedure and reduit	rements for obtaining a permit for an individual sewage system. The
126	Buy	er Ini	tials:	ASC Page	
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1	27		load commendation to the second second
	28		local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others
	29		a suspension of the contract o
	30		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 methods) and the ten-acre permit exemption provisions
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13			AVOID J. LIDS FUDDILY IS SEFVICED BY A Infiding fank (narmonant an formany de milit
13 13			The second of th
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13 14			Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-
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14			and a second the second with the second with supply of water supply exchange the second states the second states and stat
14:			
14			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 sound have and it is in the subject to those limitations.
14			
148		10	
149		(0)	
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153			ulation; 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.
154		۵D)	
155		(12)	Seller agrees to indemnify and to hold Broker hamless from and against all claims, demands, or liabilities, including attorneys
156			
157		(E)	or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).
158		<b>~</b> -7	Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here:
159			
160		(F)	Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso- ciation assessments have been made accient the Branch, which we have a select the Branch and the second
161			
162			
163			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 of the relief of the seller knows of no condition that would constitute a violation
164			of any such ordinances that remain uncorrected, unless otherwise specified here:
165			
166		(G)	Seller knows of no other potential notices (including violations) and/or assessments except as follows:
167		6774	
168		(H)	Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
169			
170			1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data
171 172			
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174		-	
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178		2	
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182			updating network settings and submitting change of ownership and contact information to device manufacturers and service
183		4	2 · · · · · · · · · · · · · · · · · · ·
184	10.	WAIN	ER OF CONTINGENCIES (9-05)
185		If this	Agreement is contingent on Buyer's right to inspect unitor pression it.
186			Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental ions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's to exercise any of Buyer's options within the times at faire at the two other information regarding the Property, Buyer's
187			
188		Buyer	accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

Buyer Initials: MG JG . 189

ASC Page 4 of 9

-09 JF Seller Initials:

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

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- WAIVED. This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (includ-191 ing fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property IN ITS PRESENT 192 CONDITION, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this 193 194 Agreement. 195
- 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 \_\_\_\_\_\_ days (30 if not specified) from the Execution 196 Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the 197 condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifi-198 cations and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's 199 expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, 200improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due 201 diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due 202Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to 203 the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's 204 intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and 205 offect in accordance with the terms and conditions as more fully set forth in this Agreement. 206 207
  - (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 CON-DITION 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.

#### 12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14) 219220

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

If Buyer fails to respond within the time stated in Paragraph 12(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 26 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 243 any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, 244 Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by 245 246 written notice to Seller within 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 24 of this Agreement. Buyer's failure to provide notice 247 of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement 248 249 remain in full force and effect.

#### 250 13. 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, 251Buyer agrees to cooperate with Soller in connection with such exchange, including the execution of such documents as may be 252reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any 253

Buyer Initials: MG IG 254

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Seller Initials:	JF JF

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additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's 255 interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be 256 required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall 257 Buyer be obligated to take title to any property other than the Property described in this Agreement. Selier shall indemnify and 258 hold harmless Buyer against any hability which arises or is claimed to have arisen from any aspect of the exchange transaction 259 260

(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 indomnify and hold harmless Selier against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

#### 268 14. COMMERCIAL CONDOMINIUM (10-01) 269

#### NOT APPLICABLE.

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309 310 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 et seq.).

#### 15. TITLES, SURVEYS AND COSTS (6-20)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; casements visible upon the ground; easements of record; and privileges or rights of public service companies, if any,
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within days (5 if not specified) notify Buyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer
- (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).
- (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

# Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

(G) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

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

312	(1)	1	This property is not subje	ct to a Private Transfer Fee Obligation unless otherwise stated here:	······································	· · · · · · · · · · · · · · · · · · ·
312 313	1			—		
314	ļ	7 7	Vatica Dagarding Univ	endum (PAR Form PTF) is attached and made part of this Agreem	ent.	
315		- 1	Transfer Fee Obligation	the Transfer Fees: In Pennsylvania, Private Transfer Fees are def	ined and regulated	In the Private
316		i	s payable upon the trans	Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a I fer of an interest in real property, or payable for the right to make	rivate Transfer Fee	as "a fee that
317						
318		' v	whether the fee or charge	is a fixed amount or is determined as a percentage of the value of the transfer " A Determined Tax of the transfer " A De	be property, the property,	regardless of
319		0	ther consideration giver	a so a most amount of is determined as a percentage of the value of t for the transfer." A Private Transfer Fee must be properly recorded	to be binding and	cuase price or
			MGIG			
320	Buyer Init	tipls: .	JUC P	ASC Page 6 of 9	Seller Initials:	MF .

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32				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 human
32				
32	3	16.	MA	INTENANCE AND RISK OF LOSS (10-06)
32/	4		(A)	Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con- dition, normal wear and teat excented
325				dition, normal wear and tear excepted.
320				
327			(0)	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 our cause whatsamer
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			$(\mathbf{C})$	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
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330				1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
331				- a second to prove operation of white notice to achieve with all deposit monies returned to Drywn operation to d
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333	1	7.	REC	ORDING (9-05)
334			This	Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
335			caus	is for permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.
336		8.	ASS	IGNMENT (1-10)
337			Thie	Arrament is highly used the method state to the
338			obla	Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
339				
	a I			
340	1.			ANJUNG DAW, YENUE AND PERSONAL JURISDICTION /6 62)
341			(A)	The validity and construction of this Agreement, and the rights and duties of the neutrice will be second to be
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343			(B) '	The parties agree that any dispute, controversy or claim arising under or in connection with the two in the
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345			ġ	seller understands that any documentation provided that he state of federal courts sitting in the Commonwealth of Pennsylvania.
346			I	seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by
347	20	. 3		Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both. ICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)
348	~	1	Cho T	Consideration (On Vicited SEA OFFENDERS (MEGAN'S LAW) (6-13)
349		1		consylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
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351				
352	21	. <u>c</u>		MACALLON OF NON-FOREIGN INTEREST (M.GT)
353		L	S	eller IS a foreign person, foreign corporation foreign partnershin foreign trust of foreign person, foreign corporation
354			h	aternal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor
355			6	beller) is a foreign person.
356		ß	ā š	aller is NOT a foreign person foreign outpatient for the state of the
357		Ę.	<u>ต</u> "	aller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal
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				to an end of the manufacture of the is not realling and the second of the Dramasty by Gall, o the is a
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360			L	a second of the
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362				A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
363				Other;
364	22.	R	EPR	ESENTATIONS (1-10)
365		(A	) A1	representations claims educations promotional activities broken 1 a
366			ee.	I representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
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369				where the second of the second of the second s
		m		
370		$\{\mathbf{n}\}$	) BR	incress) have provided or may provide services to assist unrepresented parties in complying with this Agreement
371	23.	, Mari	<b></b>	94X JUMAAAAAAAA LAGAA LAGAA KACAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
372		(A,	) Bu	yer and Seller represent that the only Brokers involved in this transaction are: Realty ONE Group Supreme (James Dietrich) &
373				
374			and	that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any
375				
376			sha	Il pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify
377			and	hold harmless each other and the shore listed During form from the inter agreed that Buyer and Seller agree to indemnify
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379			- <b>F</b>	VI THE SAVES THEY THEY THEY THEY IN MUCH THE DIVECTORE CONTINUESIONS INCOMENTATION AND AND AND A SAVES HEAT THEY
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381		(D)	00U	er and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an
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383				The measured not consider an obligations of the broad and the broad and the broad and the second of the second of the broad and the second of
384			erty	including but not limited to those conditions listed in Paragraph 9(C).
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385 Buyer Initials: MG IG

ASC Page 7 of 9

Seller Initials:

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3	86	24.	DE	FAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)
	87		(A)	Where Buyer terminates this Agreement nursuant to any night equated by still the still
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	89 00		/ms	
	90 91		(B)	
	92			
	93			The man a star water as wellinging which to solliding in and in any to the discount of the star at the
	94			agreement signed by both parties is evidence that there is no dispute regarding deposit monies. A written 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
39				i in the state of the state of the of the of the of the of the state o
39				31 According to the terms of a final order of court.
39				4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the devosit monies if there is a dispute between the narries that is not any long of the sector of the s
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40		,	0	D'UY OF AND DELLE MALLI BIER 18 A (120) HA OVAT the antiformant to down it man is a set of the set
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40	2			written request, distribute the denosit monies to Buyer's unless the Deltas the appendix monies will, writhin 30 days of receipt of Buyer's
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40			(	of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
40 40			1	between Bayer and Seller or a final court order. Buyer and Seller are advised to initiate Higgstion or mediation for any portion of
40			· 1	he deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of if deposit monies based upon the passage of time does not leave the distribution
40				of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties naintain their legal rights to pursue litigation even after a distribution is made.
409		(I	) Ē	Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania w will not be liable. Buyer and Seller agree that if any Broker or cell to be terms of Paragraph 24 or Pennsylvania
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412 413		(E	· .	
414			1 2	A WAY WARANG ALLY AUDITURAL DAVIDING BAS SDECTION IN DAMAMAN 2 AD
415			4	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
416				Violate or fail to fulfill and perform any other terms or conditions of this A mean with
417		(F)	) U	miss otherwise checked in Paragraph 24(G). Seller may elect to retain those sums noid by Dunon including the second
418				and account of prevention prices of
419 420			2. 3.	
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422		(0,	17	SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUI- DATED DAMAGES.
423		$(\mathbf{H})$	) lf	Seller retains all sums paid by Buyer, including deposit monine as limitated demonstrations and the
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425 426	45	(l) AD	ப	ukcis and neensees are not responsible for unpaid denosits
427	43	Bur	ver a	RATION OF DISPUTES (1-09)
428		eith	er E	and Seller agree to arbitrate any dispute between them that cannot be anicably resolved. After written demand for arbitration by
429		of t	the t	hird arbitrator cannot be acreed upon within 30 down aider arbitrator. The two so selected will select a third. If selection
430		reco	ord i	n the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third other expenses of arbitration. Arbitration will be conducted in extended in a statement with the conducted in a statement with the statement of the s
431 432		and	all	other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law
432 433	26			ion 42 Pa. C.S.A. §7341 et seq. This agreement to arbitrate disputes arising from this Agreement will survive settlement. SE (9-05)
434	<i>4</i>			
435		OF	FIC	releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any ER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or them, from any and all claims losses or demanded including by pression of the pression of the second se
436				
437				
438				
439 440				
440 441				
442	27.			by remedies that may be available under law or equity. This release will survive settlement. STATE RECOVERY FUND (1-18)
443		A R	eal	State Recovery Fund exists to reimburge any persons who have all in a state of the
444		estate	e lic	ensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been of collect the judgment affer extinuiting all lead and emiliable amiliable arms is a real estate transaction and who have been
445		unab	le to	collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
446 447				
447 448	40.	UON Whan	TIMIT TIMIT	INICATIONS WITH BUYER AND/OR SELLER (6-13)
449		satisf	ie (	this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
450				by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer, is may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the
451	Ress	an Taiti		
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				728 Maple Street

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4:		is Agreement contains a provisic	n that requires or allows communication/delivery to a Seller, the	t provision shall
43 43		HUMCAHOM/GENVERV IN THE BROKET	IOP Seller if any if there is no Declear for Deller these second	may be satisfied
40	· · · · · · · · · · · · · · · · · · ·		the Seller, unless otherwise agreed to by the parties.	
45	6 Liniese otherwise at	Marking (4-14)		
45	7 have not made nor	will they make one sense the	acknowledge that Brokers are not experts in legal or tax matters	and that Brokers
45				
45	9 effects of this Agree	then and the completion of the	ers have advised them to consult and retain experts concerning t sale, as well as the condition and/or legality of the Property, in	he legal and tax
46				
46			TITE DIG A COLOOPION PROVIDE A AMAGAMAN AND AND AND AND AND AND AND AND AND A	
46				
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46			aring the signatures of all parties, constitutes acceptance by the parti-	NGC ALL ALICIU-
46: 46:		(**** <b>1</b> ** <i>)</i>		
46)		re part of this Agreement if check	ied:	
468		tingency Addendum to Agreement dendum to Agreement of Sale (PAI	of Sale (PAR Form ACA)	
469	X Zoning Appro	val Contingency Addendum to Agr	(Form SHS)	
470			· · · · ·	
471	X Addendum "	A"		
472				
473	(-/	IS:		
474	MG JGBuyer has			
475		seceived the Consumer Notice, v	where applicable, as adopted by the State Real Estate Commis	ssion at 49 Pa
476				101042 HE 19 2 (4)
477	MG <b>4GB</b> uyer has re	ceived a statement of Buyer's estim	ated closing costs before signing this Agreement.	
478	MG LGBuyer has 1	manipud it - Thursday a -	the the second borne arguing and resteditions,	
479	hefore signin	g this Agreement.	ice (for cooperative sales when Broker for Seller is holding	deposit money)
480	BUYER <u>Michae</u>	l Giglio	DATE08-14-2021	
481	Mortgage Brothe Mailing Address	's LEC.		<u> </u>
482		- Day		
483	BUYER Leffrey	Ciplio Fax	Bmail	
			DATE 08-14-2021	·
484	Mailing Address	Fax		
485	Phone(s)	Fax	Email	
48 <b>6</b>	BUYER		DATE	
487	Motting Adding			
488	Phone(s)	Fax		
489	AUTHORIZED REPRESE	NTATIVE	Email	
490	Title			
491	COMPANY			
492	Seller has repeired the One	Black Strategy		
493	Seller has received a statement	isumer Notice, where applicable, it of Seller's estimated closing costs	as adopted by the State Real Estate Commission at 49 Pa. C	ode § 35.336.
		n or porter a commuted closing coals	Defore signing this Agreement.	
494	VOLUNTARY TRANSFE	R OF CORPORATE ASSETS	(if applicable): The undersigned acknowledges that ho/she	is authorized
495 406				
496 497	The stronge of the strongering	any an any property and assets t	of the corporation, such as would require the authorization or a	consent of the
498	SELLER Joseph F	irrians		
400	Maple Street 1 Lie	DE438		
499 500	Mailing Address			
500 501	Fucue(s)	Fax	Bmail	
201	SELLER		DATEBmailDATE	
502	Mailing Address			
503	Phone(s)	Dox		
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505	Mailing Address			
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507	AUTHORIZED REPRESEN	TATIVE	Email	
508 500	Title			
509	CONTRAINT		4 9/1 Dawn D - 400	
			100 0	

ASC Page 9 of 9
Produced with zlpForm® by zlpLogix, 18070 Filteen Mile Road, Fraser, Michigan 48026 www.zlpLogix.com

728 Maple Street





#### 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 6092 PG 00129 to 00134 INSTRUMENT # : 2018035042

RECORDED DATE: 05/31/2018 02:42:29 PM



3866566-0020Z

#### MONTGOMERY COUNTY ROD

	OFFICIAL RECO	RDING COVER PAGE	Page 1 of 6
Document Type:	Deed	Transaction #:	4024327 - 3 Doc(s)
Document Date:	05/30/2018	Document Page Count:	5
Reference Info:	a the stand of the	Operator Id:	estaglia
RETURN TO: (Sin	nplifile)	PAID BY:	
H&H Settlement Se		H&H SETTLEMENT SERVICES	5
105 D Glenside Ave			
Glenside, PA 19038	\$		
(215) 989-4959	A		
* PROPERTY DAT Parcel ID #:			
Address:	05-00-06264-00-4		
Audress	728 MAPLE ST		
	CONSHOHOCKEN PA		
	19428		i
Municipality:	Conshohocken Borough		
	(100%)		
School District:	Colonial		
* ASSOCIATED DO	DCUMENT(S):		
CONSIDERATION	SECURED AMT: \$310,000.00	DEED BK 6092 PG 00129 to 0	0134
	· -	Recorded Date: 05/31/2018	
FEES / TAXES:			02.42.23 FM
Recording Fee: Deed	\$86,75	I hereby CERTIFY that	this document is
Additional Pages Fe		recorded in the Record	
Affordable Housing		Montgomery County, I	
State RTT	\$3,100.00		ennoyivarna.
Conshohocken Boro			
Colonial School Dist		SRDER'S GAL	_
			• *
Total:	\$6,290.75		· ·
		THE COMERY COUNTING	Jeanne Sorg
			Recorder of Deeds
Rev1 2016-01-29			

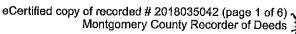
# PLEASE DO NOT DETACH

# 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

Digitally signed 09/13/2021 by montgomery.county.rod@kofile.com

**Certified and Digitally Signed** 





Prepared by and Return to:

H&H Settlement Services, LLC 2778 Jenkintown Road Glenside, PA 19038

File No. HHS18162 UPI#05-00-06264-00-4 MONTGOMERY COUNTY COMMISSIONERS REGISTRY 05-00-06264-00-4 CONSHOHOCKEN BOROUGH 728 MAPLE ST **RANALLI EDWARD P JR & KATHLEEN G** \$15.00 B 030 L U 064 4100 05/31/2018

# JG

# This Indenture, made the 30th day of May, 2018,

#### Between

#### EDWARD P. RANALLI JR. AND KATHLEEN G. RANALLI

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

#### MAPLE STREET I, LLC

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

Witnesseth, that the said Grantors for and in consideration of the sum of Three Hundred Ten Thousand And 00/100 Dollars (\$310,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee

ALL THAT CERTAIN lot or piece of ground with the messuage thereon, Situate in the Borough of Conshohocken, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a survey and plan thereof made by C. Ray Minnich, Registered Professional Engineer, Norristown, Pennsylvania, dated April 1st, 1959, as follows, to wit:

BEGINNING at a pipe a corner marking the intersection of the Southwesterly right of way line of Eighth Avenue (80 feet wide) (not open) and Northwesterly right of way line of Maple Street (66 feet wide); thence along the Northwesterly right of way line of Maple Street, South 41 degrees, 0 minutes West, 65 feet to a pipe, a corner of this and land now or late of Anthony Greco, et ux.; thence on a line dividing this and land now or late of Anthony Greco, et ux., North 49 degrees, 0 minutes West, 80 feet to a pipe, a corner in line of land now or late of Raffack DeSantis, et ux.; thence by land now or late of Raffack DeSantis, et ux., North 41 degrees, 0 minutes East, 65 feet to a pipe, a corner in the Southwesterly right of way line of Eighth Avenue, South 49 degrees, 0 minutes East, 80 feet to the first mentioned point and place of beginning.



BEING the same premises that Anthony Greco and Eleda A. Greco, his wife, by deed dated 06/29/1959 and recorded in the Office of the Recorder of Deeds of Montgomery County, PA, in Deed Book 2978 Page 168, granted and conveyed unto Edward P. Ranalli, Jr. and Roseann Ranalli, his wife, in fee. (Roseann Ranalli died 07/23/2003)

BEING the same premises that Edward P. Ranalli aka Edward P. Ranalli, Sr., by deed dated 1/3/2006 and recorded 1/24/2006 in the Office of the Recorder of Deeds of Montgomery County, PA, in Deed Book 5587 Page 2625, granted and conveyed unto Edward P. Ranalli, Jr. and Kathleen G. Ranalli, husband and wife, in fee.



eCertified conv

4 004000

MONTCO

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

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

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

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

Sealed and Delivered IN THE PRESENCE OF US:

Ranalli Jr. Edwarc {SEAL}



eCertified.

MONTCO

Commonwealth of Pennsylvania Ss County of Montgomery

On this, the 30th day of May, 2018, before me, the undersigned Notary Public, personally appeared **Edward P. Ranalli Jr. and Kathleen G. Ranalli**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public My commission expires

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

412

On behalf of the Grantee

COMMONWEALTH OF PENNBYLVANIA

NOTARIAL SEAL KAYA SIMMONS, Notary Public Springfield Township, Montgomery County My Commission Expires August 1, 2020



Cortific

d or

Deed	UPI # 05-00-06264-00-4	Edward P. Ranalli Jr. and Kathleen G. Ranalli	TO Maple Street I, LLC	H&H Settlement Services, LLC 2778 Jenkintown Road Glenside, PA 19038

Cortified convertiged



05/31/2018 02:42:29 PM

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DEED BK 6092 PG 00134

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MONTCO

#### 9/10/21, 3:49 PM

PARID: 050006264004 MAPLE STREET I LLC

#### Parcel

Parcel						
TaxMapID			Parameter	05030 064		
Parid				05-00-06264-00-4		
Land Use (	Code			4100		
Land Use [	Description			C - RETAIL, OFFICE, APTS MULTI	-USE	
Property L	ocation			728 MAPLE ST		
Lot #						
Lot Size				5200 SF		
Front Feet				65		
Municipalit	У			CONSHOHOCKEN		
School Dist				COLONIAL		
Utilities				ALL PUBLIC//		
Owner						
Name(s)				MAPLE STREET I LLC		
Name(s)						
Mailing Add	fress			412 OLD ELM ST		
Care Of						
Mailing Add	iress					
Mailing Add	iress			CONSHOHOCKEN PA 19428		
Current	Assessme	ent				
Appraised V	/alue			Assessed Value	Restrict Code	
77,970				77,970		
Estimate	d Taxes					
County				283		
Montco Corr	munity Colle	ege		30		
Municipality				351		
School Distr				1,871		
Total				2,535		
Tax Lien				Tax Claim Bureau Parcel Search		
Last Sale						
Sale Date				30-MAY-18		
Sale Price				\$310,000		
Fax Stamps				3100		
Deed Book a	and Page			6092-00129		
Grantor				RANALLI EDWARD P JR & KATHLEEN	G	
Grantee				MAPLE STREET I LLC		
Date Record	ed			31-MAY-18		
Sales Hist	tory					
Sale Date	Sale Price	Tax Stamps	Deed Book and Page	Grantor	Grantee	Date Recorded
05-30-2018	\$310,000	3100	6092-00129	RANALLI EDWARD P JR & KATHLEEN G	MAPLE STREET I LLC	05-31-2018
01-03-2006		0	5587-02625	RANALLI EDWARD P & ROSE ANN	RANALLI EDWARD P JR & KATHLEEN G	01-24-2006
1-01-1959		0			RANALLI EDWARD P & ROSE ANN	01-24-2000

# 9/10/21, 3:49 PM • Lot Information

Lot Size	5200 SF
Lot #	
Remarks	
Remarks	
Remarks	

#### **Commercial Parcel Summary**

No. of Cards	1
Land Use Code	4100
Gross Building Area (Total of all Cards)	4,020
Total Living Units	1

#### **Commercial Parcel Summary**

persona a			
Us	se	Area	
AF	PARTMENT	1,02	0
D١	NG CONV-SALES	1,26	0
D٧	NELLING	- 75	0
UN	NFIN RES BSMT	99	0

#### **Commercial Card Summary**

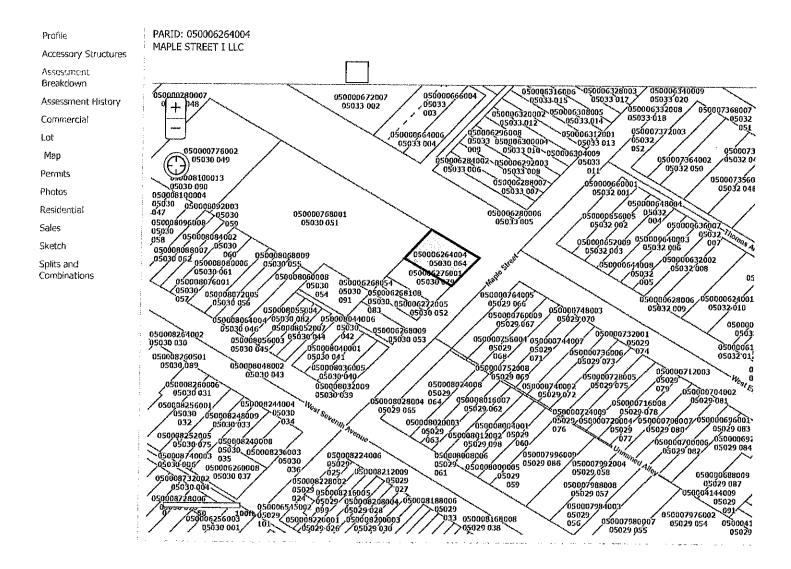
Card	1
Imp Name	A LITTLE SHOP IN CONSHY
Structure Code	105
Structure	MIXED RESIDENTIAL/COMMERCIAL
Sprinkler	Ν
Units	
Identical Units	1
Year Built	1956
Gross Building Area	4,020
Elevator/Escalator	Ν

#### Permits

Permits		1 of 3
Permit Date	14-JAN-2020	
Permit Number	20-00040	
Amount		
Purpose	ROOF/SHINGLES	
Notes	REPLACE ROOF	
Notes		
Notes		
Status	CLOSED	

#### **Assessment History**

#### ⑦ HOME PROPERTY SEARCH ♥ CONTACT US



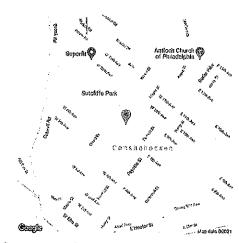
#### Matrix

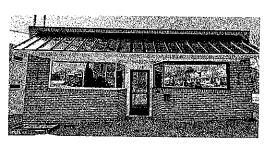
Tax ID 05-00-06264-004

#### Agent 360 Conshohocken Boro

728 Maple Șt, Conshohocken, PA 19428-1476

Public Records





#### **Summary Information**

Owner: Owner Address: Owner City Stat Owner Zip+4: No Mail(P): Owner Carrier R Geographic In	e: CONSHOHO 19428-1866 No t: C017	n St CKEN PA	Property Clas Annual Tax: Record Date: Settle Date: Sale Amount: Book: Page: Doc Num: Tax Record Up	\$ 0 0 \$ 6 1 0	lixed Use 2,535 15/31/18 15/30/18 310,000 092 29 0000003504 3/08/21	2
County: Municipality: High Sch Dist: Tax ID: Tax Map:	Montgomery Conshohock Colonial 05-00-06264 030	en Boro	Lot: Grid: Census:	7	64 844D6 041.015	
Assessment &	Tax Information	1				
Tax Year: County Tax: Municipal Tax: School Tax:	2021 \$283 \$351 \$1,901	Annual Tax: -	\$2,535		Asmt: le Total Asmi	\$77,970 :: \$77,970
Lot Characteris	tics					
Frontage:	65.00	Sq Ft: Acres: Roads:	5,200 0.1193 Paved	Traffi Coun		.ight Neighborhood/Spot
Building Charac	teristics					
Bidg Leaseable S		Femality Description		-		
Fireplace Total: Cooling:	0 None	Family Room: Heat Delivery:	0 None	Gas: Water: Sewer: Year/Bu		Public Public Public 1956
Codes & Descri	ptions					
Land Use: Structure Type:	4100 Mix: Reta Mixed Res/Com as Res)	ail, Ofc, Apts - Multi-Us Im (Built Use Type:	e Dwelling Con	iv (Sales)	>	
MLS History		······································				
MLS Number	Category	Status	Status Date		Price	9

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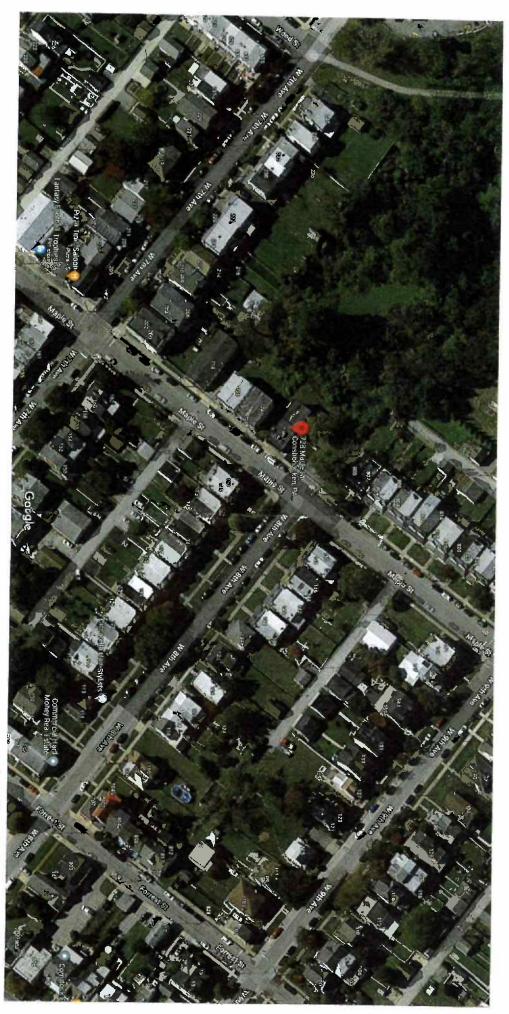






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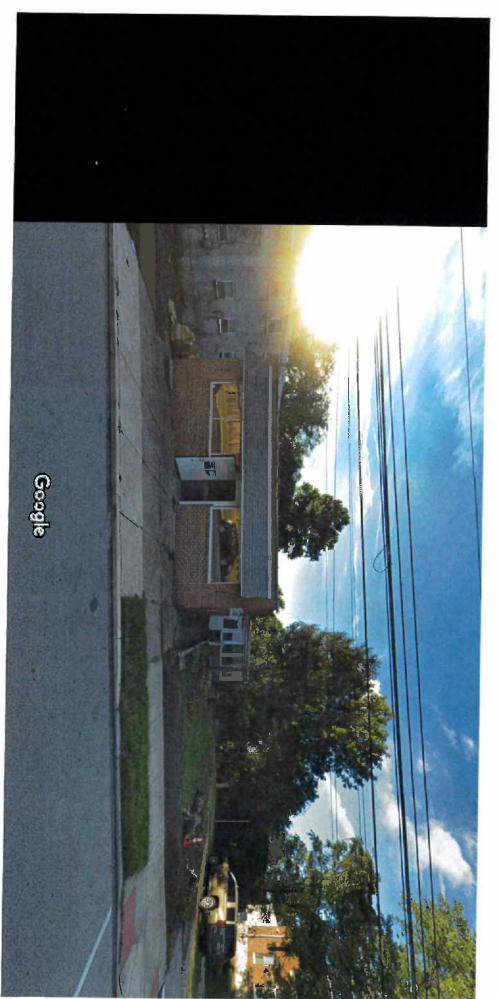
Google Maps 728 Maple St



https://www.gbbgie.tcm/maps/blace/726+Maple+St+Constructern+PA+19428/@40.0809251,75.3028622.214/nt/data=3m111e3+m53m4150X80e8be8719190227.0x1914661ebe1+9598/6m2'3440.08\*0057/4d-75.303294

magery ©2021 Maxar Technologies, Map data ©2021 Sc n

# Google Maps 728 Maple St



Street View - Sep 2018

Conshohocken, Pennsylvania

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AL CALL

Photo Photo

Image capture: Sep 2018 @ 2021 Google

https://www.google.com/maps/place/728+Maple+St,+Conshohocken,+PA+19428/@40.0809851,-75.3030532,3a,75y,304.46h,88.71/data=I3m711e1I3m5!1svyCYcr5u6X0HaOE5u71qLw!2e0!6shttps:%2F... 1/2



# BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUIGH COUINCIL Colleen Leonard, President Tina Sokolowski, Vice-President Robert Stokley, Member Anita Barton, Member James Griffin, Member Kathleen Kingsley, Member Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

Date:	October 15, 2021
To:	Stephanie Cecco, Brittany Rogers
From:	Eric P. Johnson, PE
Re:	728 Maple Street - Zoning Determination

#### History of the Site:

728 Maple Street is an existing non-conforming property located in the BR-1 zoning district. The property is developed with a mixed-use building containing a commercial kitchen space and two residential apartments. The property has two off-street parking spaces accessed from the dead end of the W. 8<sup>th</sup> Ave right-of-way.

In 2018, a special exception and variance was granted in connection with expansion and renovation of the existing non-conforming building from office space and one residential apartment into the current building configuration. The zoning relief was granted in part on the condition that a minimum of one off-street parking space be provided on the property.

#### **Current Request:**

The applicant, Mortgage Brothers, LLC, proposes to convert the portion of the building currently used as a commercial kitchen into office space. The two residential apartments will remain unchanged, and no building expansion is proposed.

The applicant is seeking a special exception for the change of a non-conforming use from a commercial kitchen use to an office space use. If required, the applicant is also seeking a variance from the requirement to provide off-street parking.

#### **Zoning Determination:**

Per §27-703.B(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. The existing property is a nonconforming mixed-use commercial property in the BR-1 residential zoning district. The proposed change of use from a commercial kitchen to office space constitutes a change of a nonconforming use, requiring a special exception granted by the Zoning Hearing Board.

Per §27-2002, any building erected, altered, or used shall be provided with the required minimum number of off-street parking spaces, together with adequate driveways and street access. However, per §27-703.E(6)(b), an existing non-conforming property is required to comply with

the off-street parking standards if the use is expanded. The applicant has indicated the number of employees and work hours will be similar to the existing commercial kitchen. The conversion of the building space currently used as a kitchen into office space does not constitute an expansion of the non-conforming use and therefore is not required to provide additional off-street parking spaces.

Page 2

### BEFORE THE ZONING HEARING BOARD OF THE BOROUGH OF CONSHOHOCKEN APPLICATION OF MORTGAGE BROTHERS, LLC RE: 728 MAPLE STREET

#### EXHIBITS

- A-1 Deed
- A-2 Redacted Agreement of Sale
- A-3 Assessor's Property Records
- A-4 Google Aerial
- A-5 Site Plan
- A-6 Photographs (A-F)
- A-7 Neighborhood Land Uses
- A-8 Petition in Support (to be supplied prior to hearing)

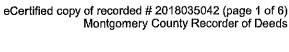
	DEED BK 6092 PG 00129 to 00134 INSTRUMENT # : 2018035042 RECORDED DATE: 05/31/2018 02:42:29 PM
RECORDER OF DEEDS MONTGOMERY COUNTY Jeanne Sorg	
One Montgomery Plaza Swede and Airy Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404 Office: (610) 278-3289 ~ Fax: (610) 278-3869	MONTGOMERY COUNTY ROD
	RDING COVER PAGE Page 1 of 6
Document Type: Deed Document Date: 05/30/2018 Reference Info:	Transaction #:4024327 - 3 Doc(s)Document Page Count:5Operator Id:estaglia
RETURN TO: (Simplifile) H&H Settlement Services 105 D Glenside Avenue Glenside, PA 19038 (215) 989-4959	PAID BY: H&H SETTLEMENT SERVICES
* PROPERTY DATA: Parcei ID #: 05-00-06264-00-4 Address: 728 MAPLE ST CONSHOHOCKEN PA 19428	·
Municipality: Conshohocken Borough (100%) School District: Colonial	
School District: Colonial * ASSOCIATED DOCUMENT(S):	
CONSIDERATION/SECURED AMT: \$310,000.00	DEED BK 6092 PG 00129 to 00134 Recorded Date: 05/31/2018 02:42:29 PM
FEES / TAXES:Recording Fee: Deed\$86.75Additional Pages Fee\$2.00Affordable Housing Pages\$2.00State RTT\$3,100.00	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Conshohocken Borough RTT       \$1,550.00         Colonial School District RTT       \$1,550.00	
Total: \$6,290.75	

# 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

Digitally signed 09/13/2021 by montgomery.county.rod@kofile.com

**Certified and Digitally Signed** 





Prepared by and Return to: H&H Settlement Services, LLC 2778 Jenkintown Road Glenside, PA 19038 File No. HHS18162 TPT#05-00-06264-00-4

MONTGOMERY COUNTY COMMISSIONERS REGISTRY 05-00-06264-00-4 CONSHOHOCKEN BOROUGH 728 MAPLE ST RANALLI EDWARD P JR & KATHLEEN G \$15.00 B 030 L U 064 4100 05/31/2018

JG

# This Indenture, made the 30th day of May, 2018,

#### Between

# EDWARD P. RANALLI JR. AND KATHLEEN G. RANALLI

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# MAPLE STREET I, LLC

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

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BEGINNING at a pipe a corner marking the intersection of the Southwesterly right of way line of Eighth Avenue (80 feet wide) (not open) and Northwesterly right of way line of Maple Street (66 feet wide); thence along the Northwesterly right of way line of Maple Street, South 41 degrees, 0 minutes West, 65 feet to a pipe, a corner of this and land now or late of Anthony Greco, et ux.; thence on a line dividing this and land now or late of Anthony Greco, et ux., North 49 degrees, 0 minutes West, 80 feet to a pipe, a corner in line of land now or late of Raffack DeSantis, et ux.; thence by land now or late of Raffack DeSantis, et ux., North 41 degrees, 0 minutes East, 65 feet to a pipe, a corner in the Southwesterly right of way line of Eighth Avenue, South 49 degrees, 0 minutes East, 80 feet to the first mentioned point and place of beginning.



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# 201002

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

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

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

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

Sealed and Delivered IN THE PRESENCE OF US:

Jun 1/ Ra	SEAL
Edward P. Ranalli Jr.	- /
AReneli	{SEAL}
Kathleen G. Ranalli	



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Commonwealth of Pennsylvania 88 County of Montgomery

On this, the 30th day of May, 2018, before me, the undersigned Notary Public, personally appeared Edward P. Ranalli Jr. and Kathleen G. Ranalli, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public My commission expires

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

412 UNEM Ŵ 75M

On behalf of the Grantee

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

KAYA SIMMONS, Notary Public Springfield Township, Montgomery County My Commission Expires August 1, 2020



Contified con

Deed	UPI # 05-00-06264-00-4 Edward P. Ranalli Jr. and Kathleen G. Ranalli TO Maple Street I, LLC	H&H Settlement Services, LLC 2778 Jenkintown Road Glenside, PA 19038

DEED BK 6092

PG 00134



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# AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

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

BUYER(S): Mortgage Brothers LLC.	SELLER(S): Maple Street 1 Llc
215 4th Street	412 Old Elm St
Conshohocken PA 19428	Conshohocken PA, 19428
ΡDΩ	PERTY
PROPERTY ADDRESS 728 Maple Street, Conshokocken PA 19428	
	ZIP <u>19428</u>
in the municipality of Conshohocken Boro	
County of Montgomery Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording I	, in the Commonwealth of Pennsylvania. Date):
Tax ID #(s); 05-00-06264-004	
BUYER'S RELATIONSHIP W	/ITH PA LICENSED BROKER
No Business Relationship (Buyer is not represented by a b	roker)
Broker (Company) Realty ONE Group - Supreme	Licensee(s) (Name) James Dietrich
Company Address 515 S West End Blvd, Quakertown, PA 18951	Direct Phone(s) (484)531-7300
	Cell Phone(s) (267)767-0605
Company Phone (484)531-7300	Fax
Company Fax (267) 424-2479 Broker is (check only one):	Email idiotrich@rogsupreme.com
X Buyer Agent (Broker represents Buyer only)	Licensee(s) is (check only one):
Dual Agent (See Dual and/or Designated Agent box below)	Buyer Agent (all company licensees represent Buyer) Buyer Agent with Designated Agency (only Licensee(s) nam
	above represent Buyer)
	Dual Agent (See Dual and/or Designated Agent box below)
Transportion Figure on Division and Figure of the	
	vide real estate services but do not represent Buyer) VITH PA LICENSED BROKER
No Business Relationship (Seller is not represented by a br	oker)
Broker (Company) Keller Williams Philadelphia	Licensee(s) (Namo) Joe Ferrigno
Company Address 1619 Walnut St Fl 5, Philadelphia, PA 19103	Direct Phone(s)
Company Phone (215)627-3500	Cell Phone(s) (610)828-7000-
Company Frond (215)627-5500	Fax
Broker is (check only one):	Email <u>fferrigno@entouragehomes.com</u> Licenscc(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)	X 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) pro	vide real estate services but do not represent Seller)
DUAL AND/OR DI	SIGNATED AGENCY
. Broker is a Dual Agent when a Broker represents both Buyer and icensee represents Buyer and Seller in the same transaction. All of	Seller in the same transaction. A Licensee is a Dual Agent wher Broker's licensees are also Dual Agents UNI ESS there are appear
esignated Agents for Buyer and Seller. If the same Licensee is designate	d for Buyer and Seller, the Licensee is a Dual Agent.
y signing this Agreement, Buyer and Seller each acknowledge havin applicable.	g been previously informed of, and consented to, dual agoncy,
	08
aver Initials: MG 1G	as 1 of 0 Sumary wetter 1 Ad?
ayer Initials: <u>MG fC</u> ASC Pa	ge 1 of 9 Seller Initials:

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1		1. E	By this Agreement, dated	August 12, 2021	, Seller hereby agrees to sell and convey to
2		. I	Buyer, who agrees to purchase, the ident	ified Property.	
3 4			PURCHASE PRICE AND DEPOSITS (3 A) Purchase Price \$	3-15)	
5		č	A) Fulchase frice \$		· · · · · · · · · · · · · · · · · · ·
6		(	· · · · · · · · · · · · · · · · · · ·		U.S. Dollars), to be paid by Buyer as follows:
7	•	-	1. Initial Deposit, within days	s (5 if not specified) of Execution D	0.5. Donaus), to be paid by Buyer as follows:
8			if not included with this Agreeme	at:	
9			2. Additional Deposit within	days of the Execution Date:	\$\$ 
10			3. <u>5 Days from completion of the L</u>	Due Diligence Period	\$
11			Remaining balance will be paid at settl	ement.	
12 13 14			personal check.	lucing lunds paid at settlement,	cashier's check or wired funds. All funds paid by Buyer, will be by cashier's check or wired funds, but not by
15 16		(0	C) Deposits, regardless of the form of p	ayment and the person designated	as payee, will be paid in U.S. Dollars to Broker for Seller
17 18 19		01	State Real Estate Commission. Checks	are prokers are required to hold d tendered as deposit monies may be	cable laws and regulations until consummation or termina- leposits in accordance with the rules and regulations of the held uncashed pending the execution of this Agreement.
20	3.	. 51	BITTERATERAL VIA LASSESSION UP - L	4)	
21 22		A, m	b) Settlement Date is October 1, 2021	dame de D	, or before if Buyer and Seller agree. a an adjacent county, during normal business hours, unless
23			L'uyor and bonor agree denorwise,		
24 25 26 27 28		(C	fees, together with any other light	gage assumptions; condomining ; municipal service fees. All charge	s between Buyer and Seller, reimbursing where applicable; fees and homeowner association fees; water and/or sewer ges will be pro-rated for the period(s) covered. Seller will all days following settlement, unless otherwise stated here:
29		(D)	) For purposes of prorating real estate taxe	es, the "periods covered" are as follo	ows:
30			<ol> <li>Municipal tax bills for all counties</li> </ol>	and municipalities in Pennsylvania	are for the period from January 1 to December 21
31			<ol> <li>School tax bills for the Philadelph</li> </ol>	hia, Pittsburgh and Scranton Schoo	of Districts are for the period from Jonuary 1 to Descentant
32			J. OCHOWI TAX DITIS TOF ALL OTHER SCH	1001 (HSIFUTS are for the period from	i bilitz 1 to Truck 20
33 34					ss otherwise stated here:
35 36		(F)	Payment of transfer taxes will be divided	i equally between Buyer and Seller	unless otherwise stated here:
37		(G)	Possession is to be delivered by deed,	existing keys and physical possess	sion to a vacant Property free of debris, with all structures
38 39			is subject to a lease.	nent, unless Seller, before signing	this Agreement, has identified in writing that the Property
40 41 42 43		(H)	Seller will not enter into any new leases acknowledge existing lease(s) by initialir	roperty, together with security de a, nor extend existing leases, for the up the lease(s) at the execution of the	, possession is to be delivered by deed, existing keys and posits and interest, if any, at day and time of settlement. e Property without the written consent of Buyer. Buyer will is Agreement, unless otherwise stated in this Agreement.
44		5.0	A A CAMEL OCCUPIES Property Addend	um (PAK Form TOP) is attached	and made part of this Agreement.
45 46	4.		TES/TIME IS OF THE ESSENCE (3-14	5)	JE 110-10
46 <b>4</b> 7		(A) (P)	The Settlement Date and all other date	in of before: August-15, 2024ugus	t 16, 2021 # MG FG 08-16-2021
48		(0)	essence and are binding.	s and times identified for the peri	formance of any obligations of this Agreement are of the
49		(C)	The Execution Date of this Agreement	t is the data when Droven and the	ller have indicated full acceptance of this Agreement by
50		(-)	signing and/or initialing it. For purpose	of this Astronant the number	of days will be counted from the Execution Date, exclud-
51			ing the day this Agreement was excoute	d and including the last day of the	to days will be counted from the Execution Date, exclud-
52			initialed and dated.	te and morning the last day of th	to this Agreement should be
53		(D)		any other provision of this Agree	ament and may only be extended by mutual written agree-
54			ment or me parnes.		-
55		(E)	Certain terms and time periods are pre-	printed in this Agreement as a co	provenience to the Buyer and Seller. All pre-printed terms
56			and time periods are negotiable and ma	ly be changed by striking out the	pre-printed text and inserting different terms acceptable
57	_		to an parties, except where restricted by is	W.	
58	5.	FIX	TURES AND PERSONAL PROPERTY	(6-20)	
59 60			regarded as part of me property and me	refore mended m a sale. Buver a	into the Property that they become fixtures and will be and Seller are encouraged to be specific when negotiating
61			what items will be included or excluded in	this sale.	and and another of the short of

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728 Maple Street

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6 6	3 4 5 6 7	(B)	INCLUDED in this sale are all existing items permanent: HVAC equipment; lighting fixtures (including chandeliers below; any remaining heating, cooking and other fuels stored	and ceiling fans), and water treatm	ent customa unloss a	nbing; heating; therwise stated
6	8			······································	, <u></u>	
6) 7:		(C)	The following items are not owned by Seller and may be subje	ect to a lease or other financing agreen	nent:	······································
7 7:	1	(D)	EXCLUDED fixtures and items: All kitchen equipment			
7		ZON	NING (4-14)			
74 73 70 71 71	5	voide Zoni	are of this Agreement to contain the zoning classification ( ble} is zoned solely or primarily to permit single-family dw ed, any deposits tendered by the Buyer will be returned to the F ing Classification, as set forth in the local zoning ordinance: ANCING CONTINGENCY (4-14)	cllings) will render this Agreement	wordship at Thursday	ereof, if subdi- option, and, if
79 80	•		WAIVED. This sale is NOT contingent on financing, alth apprecial contingency.	ough Euyer may obtain financing	and/or the parties m	ay include an
81 82			BLECTED. This sale is contingent upon Buyer obtaining financing accordin	g to the following terms:		
83 84	Fin	st Loan	a on the Property	Second Loan on the Property		
85	Mi	nimum	unt \$years	Loan Amount \$years		
86 87	Tyj	pe of Lo	te%; however, Buyer agrees to accept the	Type of Loan		
88 89	1 1111	UE-005 14	ate as may be committed by the lender, not to exceed n interest rate of%.	Interest rate%; howe interest rate as may be commit a maximum interest rate of	ted by the lender.	to accept the not to exceed
90 01		(B) F	maucing Commitment Date September 24, 2021			
91 92		(C) ¥	Within days (10 if not specified) from the Execution ation for the financing terms stated above to a responsibilities for Sollor is sufficient to a second the state of the second secon	Date of this Agreement, Buyer will a lender(s) of Buyer's sholes. Bush	make a completed,	written appli-
93			nonce for bener, to an entriced to communicate with the len	(ler(s) to assist in the tinonoing area	0.646	
94 95		(ມ) ຮ	nould Buyer furnish false or incomplete information t	a Seller, Broker(s), or the lando	(a) aonaomina Duu	or's legal or
96			nancial status, or fail to cooperate in good faith in pr efusing to approve a financing commitment, Buyer will be j	1) AATSUIT AT this Aarsomont		
97 98		(E) U	pon receipt of a financing commitment. Buyer will promptly d	eliver a conv of the commitment to S	eller. Unless otherwis	e agreed to in
99		D,	riting by Buyer and Seller, if a written commitment is not recu uyer or Seller, with all deposit monies returned to Buyer acc	ording to the terms of Paragraph 24.	Buyer will be reason	nalla fan ann
100		լու	termums for mechanics her insurance and/or title search, or	fee for cancellation of same, if any	AND/OR any manning	man fan fland
101 102		μa	surance and/or fire insurance with extended coverage, insurance and charges paid in advance to lender.	ce binder charges or cancellation fee,	if any; AND/OR any	appraisal fees
103	8.	CHAN	IGE IN BUYER'S FINANCIAL STATUS (6-20)			
104 105		If a ch	ange in Buyer's financial status affects Buyer's ability to pur	chase, Buyer will, within	days (5 if not spec	ified) of said
106		monno	notify Seller and lender(s) to whom the Buyer submitte- s, but is not limited to, loss or a change in income; Buye	I's naving inclutted a new financia	I obligation: one of	C
107		agamai	buyer. Duyer understands that applying for and/or j	ncurring an additional financial	obligation may af	fect Buver's
$108 \\ 109$		annusi	to purchase. ER REPRESENTATIONS (1-20)		· ·	
110		(A) Sta	atus of Water			
111 112		Se	ller represents that the Property is served by:			
113	1	l∆i (B)Sta	Public Water Community Water On-site Water None			
114		ÌÍ.	Seller represents that the Property is served by:			
115 116			X Public Sewer Community Sewage Disposal Sy	in the second seco	Exemption (see Sewag	e Notice 2)
117			Individual On-lot Sewage Disposal System (see Sewage I Individual On-lot Sewage Disposal System in Proximity t	Notice 1) [Holding Tank (see	Sewage Notice 3)	
118			None (see Sewage Notice 1) None Available/Permi	t Limitations in Effect (see Sewage N	Notice 5)	icable)
119 120		2,	Notices Pursuant to the Pennsylvania Sewage Facilities A			
121		Д,	Notice 1: There is no currently existing community se	wave system available for the m	hiert property Seat	ion 7 of the
122 123			remeyivania sewage ractifies Act provides that no perso	n shall install, construct, request bid	proposals for constr	nation alter
125			repair or occupy any building or structure for which an in permit. Buyer is advised by this notice that, before signing	ndividual sewage system is to be in	nstalled without first	alterimina
125			autimistering the Act to determine the procedure and requ	irements for obtaining a permit for	an individual sewage	suarged with
126	Buyer	• Initial	s: $MG ZC^2$ ASC Page		Seller Initials:	JF
			Produced with zlpForm® by zlpLogix 16070 Fifteen Mile Road,	Fraser, Michigan 48026 <u>www.zipLogix.com</u>	728 Maple Street	L

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- 127 local agency charged with administering the Act will be the municipality where the Property is located or that municipality 128 working cooperatively with others. Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions 129 of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, 130 constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre 131 parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted 132 and that, should the system mainingtion, the owner of the Property or properties serviced by the system at the time of a mainimetion 133 134 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 135 136 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 137 138 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 dis-139 tance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances 140 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water 141 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hor-142 143 izontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the 144 absorption area shall be 100 feet. 145 Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities 146 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. 147 (C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been 148 contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any 149 other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, 150 151 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 152 153 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 154 fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, 155 or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C). 156 (E) Setler is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: 157 158 159 (F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso-160 ciation assessments have been made against the Property which remain unpaid, and that no notice by any government or public 161 authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, 162 building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation 163 164 of any such ordinances that remain uncorrected, unless otherwise specified here: 165 (G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: 166 167 (H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation. 168 169 Internet of Things (IoT) Devices m. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data 170 171 stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things 172 (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third partles outside of the control of their owner. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property 173 2 and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to 174 cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be 175 disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or 176 177 anyone on Seller's behalf to access any IoT devices remaining on the Property. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the 178 3. Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously 179 provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, 180updating network settings and submitting change of ownership and contact information to device manufacturers and service 181 182 providers. This paragraph will survive settlement. 183 4. 184 10. WAIVER OF CONTINGENCIES (9-05) If this Agreement is contingent on Bayer's right to inspect and/or repair the Property, or to verify insurability, environmental 185 conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's 186 failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and 187
- 188 Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

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728 Maple Street

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

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- WAIVED. This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (includ-191 ing fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property IN ITS PRESENT 192 CONDITION, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this 193 194 Agreement. 195
- ELECTED. This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the con-X dillon and permitted use of the property is satisfactory. Buyer may, within \_\_\_\_\_\_ 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 196 197 condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifi-198 cations and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's 199 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 dlligence, 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 24 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 Dne 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 207 herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CON-208DITION 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 211 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.
  - Any repairs required by this Agreement will be completed in a workmanlike manner. (B)
  - (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.

#### 12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14) 219 220

- (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 faxes. 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 days (19 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:
  - Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the 1. notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
  - Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails 2. within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 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 a. Paragraph 26 of this Agreement, OR
    - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Ь. Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 12(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 26 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 239 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice 240 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the 241 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Sellor. 242
- (D) Seller has no knowledge of any current or pending condomnation or eminent domain proceedings that would affect the Property. If 243 any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, 244 Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by 245 246 written notice to Seller within 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 24 of this Agreement. Buyer's failure to provide notice 247 248 of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement 249 remain in full force and effect.

#### 250 13. TAX DEFERRED EXCHANGE (4-14)

(A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, 251 252 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 253

Buyer Initials: MG IG 254

#### ASC Page 5 of 9

Seller Initials:	 05 JF
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255 additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's 256 interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be 257 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 258 hold hamless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction 259 260 (B)

If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, 261 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 262 additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

#### 14. COMMERCIAL CONDOMINIUM (10-01) 268 269

#### NOT APPLICABLE.

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309 310 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 et seq.).

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

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (I) 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 accuals.
- (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 affocts Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within days (5 if not specified) notify Buyer, in writing, A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer
- (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).
- (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

# Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

(G) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Selfer 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:

311	(I) I. This pro	perty is not subject to a Private Transfer Fee Obligation unless otherwise stated here:		
312				
313	Private T	ansfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreeme;	It.	
314	2. Notice	Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defit	ed and reculated i	n the Private
315	Transfer	Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Pr	ivate Transfer Fee	as "a faa that
316	is payao	le upon the transfer of an interest in real property, or payable for the right to make o	r accent the transfe	e it the chli
317	gauon u	) pay the tee or charge runs with title to the property or otherwise hinds subsemient of	where of property	recording of
318	whether	the ree of charge is a fixed amount or is determined as a percentage of the value of the	e property the pure	hose price on
319	other co	nsideration given for the transfer." A Private Transfer Fee must be properly recorded	o be binding, and	sellers must
	Buyer Initials: <u>MG</u>	12		
320	Buyer Initials: _/V[[]	ASC Page 6 of 9	Seller Initials:	JF .

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321			disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
322			the Act gives certain rights and protections to buyers.
323		.6.	MAINTENANCE AND RISK OF LOSS (10-06)
324 325			(A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con- dition, normal wear and tear excepted.
326			<ul><li>(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,</li></ul>
327			or damaged as a result of any cause whatsoever.
328			(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
329			replaced, Buyer will:
330			1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
331 332			24 Tenninate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.
333	1	7. )	Paragraph 24 of this Agreement
334			This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
335			auses or permits this Agreement to be recorded. Seller may elect to treat such act as a default of this Agreement
336	18	s. 1	ASSIGNMENT (1-10)
337 338		1	This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
339		e r	ble, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless therwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
340	19	). (	GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)
341		- (	A) The validity and construction of this Agreement, and the rights and duties of the parties, will be soverned in accordance with the
342			laws of the Commonwealth of Pennsylvania.
343		(	B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
344 345			party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
346			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.
347	20	. N	OTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)
348		T	he Pennsylvania General Assembly has passed legislation (offen referred to as "Megan's Law" 42 Pa C.S. 8 9791 at sea ) providing
349		E,	or community nonlication of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal
350 351		- p	once department or the rennsylvania State Police for information relating to the presence of sex offenders near a particular mean
352	21.	C	ty, or to check the information on the Pennsylvania State Police Web site at www.parneganslaw.state.pa.us. ERTIFICATION OF NON-FOREIGN INTEREST (10-01)
353		Ē	
354		<u> </u>	Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor
355		_	(Seller) is a foreign person.
356		X	
357 269			Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To
358 359			inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:
360			An affidavit stating, under penalty of petjury, the Seller's U.S. taxpayer identification number and that the Seller is not a for-
361			eign person.
362			A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
363			Other:
364	22.	R	SPRESENTATIONS (1-10)
365 366		(A	) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
367			ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
368			representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
369			be altered, amended, changed of modified except in writing executed by the parties.
370		<b>(B</b> )	Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
371	23.	BR	OKER INDEMNIFICATION (6-13)
372 373		(A.,	Buyer and Seller represent that the only Brokers involved in this transaction are: Realty ONE Group Supreme (James Dietrich) &
374			Keller Williams Philadelphia (Joe Ferrigno) and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any
375			claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party
376			shall pay its own legal ress and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify
377			and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either
378			party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any
379 380		'n	person of entity. This paragraph shall survive settlement.
381		ψ	Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide
382			advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa-
383			uons of warrannes nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop-
384			erty, including but not limited to those conditions listed in Paragraph 9(C).
			D3

385 Buyer Initials: MG JG

ASC Page 7 of 9

Seller Initials:

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38 38	7	24. D (4	() V	ULT, TERMINATION AND R Where Buyer terminates this Agree	concent pursuant to any right granted by this Agreement For	yer will be entitled to a return of all
38) 38) 39(	)		a T	eposit momes paid on account of this Agreement may	or Purchase Price pursuant to the terms of Paragraph 24(B), occur for other reasons giving rise to claims by Briver and/or f	, and this Agreement will be VOID.
391 392		ζ£	d 1	etermine who is enumed to the dep	ment to deposit monies, Pennsylvania law does not allow osit monies when settlement does not occur. Broker can only re ed prior to settlement and there is no dispute over entitlem	elegge file demosit monimum
393 394	; ;		2.	If, after Broker has received a	es is evidence that there is no dispute regarding deposit monies leposit monies, Broker receives a written agreement that is s	
395 396			3.	According to the terms of a fina	or all of the deposit monies. al order of court.	-
397 398		1.00	4.	ueposit momes il mere is a disp	prior written agreement between Buyer and Seller that dire nute between the parties that is not resolved. (See Paragraph 24	(C))
399 400		(U	sp	ecified) days after the Settlement	is a dispute over the entitlement to deposit monies that is unre Date stated in Paragraph $3(A)$ (or any written extensions the	terent) or following data of termine
401 402 403			wi Wi	itten request, distribute the depos	is earlier, then the Broker holding the deposit monies will, sit monies to Buyer unless the Broker is in receipt of verifie	within 30 days of receipt of Buyer's
403 404 405			of	Buyer's request for distribution,	B. If Broker has received verifiable written notice of litigat Broker will continue to hold the denosit monies until received	ion or mediation prior to the receipt
406 407		•	110	e deposit monies prior to any dis	al court order. Buyer and Seller are advised to initiate litigar tribution made by Broker pursuant to this paragraph. Buyer	and Sollar names that the distance in
408 409		ത	1110	uniani, men regai rights to pursue i	passage of time does not legally determine entitlement to itigation even after a distribution is made. who holds or distributes deposit monies pursuant to the term	
410 411			me	mies, the attorneys' fees and costs	Scher agree that if any Broker or affiliated licensee is not the Broker(s) and licensee(s) will be paid by the party particular	amed in litigation regarding deposit
412 413		(E)	301 1,	Fail to make any additional payr	nms paid by Buyer, including the deposit monies, should Buye nents as specified in Paragranh 2. OR	er:
414 415 416		r	2.	Duyers legal or imancial status,	aformation to Seller, Broker(s), or any other party identi OR	fied in this Agreement concerning
416 417 418		(F)	3. Uni	less otherwise checked in Paragr	orm any other terms or conditions of this Agreement. aph 24(G), Seller may elect to retain those sums paid by Buye	r, including deposit monles:
419 420			2. 3.	On account of purchase price, Of As monies to be applied to Selles As liquidated damages for such d	r's damages, OR	
421 422		(G)		SELLER IS LIMITED TO 1 DATED DAMAGES.	RETAINING SUMS PAID BY RUYER, INCLUDING	DEPOSIT MONIES, AS LIQUI-
423 424			anu	eller retains all sums paid by Buy Seller are released from further liz	yer, including deposit monies, as liquidated damages pursuan ability or obligation and this Agreement is VOID.	t to Paragraph 24 (F) or (G), Buyer
425 426	25.	ARE	Bro SITI	kers and licensees are not responsi LATION OF DISPUTES (1-00)	ble for unpaid deposits.	
427 428 429		orane	T 130	iyor of deficit, cacif daily will set	ispute between them that cannot be anticably resolved. Afte	otad wrill galaat a thint IC I
430 431		16001	ս ա	the county in which arouranon	pon within 30 days, either party may request that selection is pending. Each party will pay its chosen arbitrator, and	hear somelly areament for the did A
432 433	26.	121 01	racic	m 42 Pa. C.S.A. §7341 <i>et seq.</i> This IE (9-05)	pitration will be conducted in accordance with the provisic s agreement to arbitrate disputes arising from this Agreement v	ns of Pennsylvania Common Law vill survivo settlement.
<b>43</b> 4 435		Buye	r r	cleases, quit claims and forev	er discharges SELLER, ALL BROKERS, their LICE f them and any other PERSON, FIRM or CORPORA	NSEES, EMPLOYEES and any
436 437		of the	ign S COI	ment, from any and all claims,	losses or demands, including, but not limited to, personal i	injury and property damage and all
438 439		163101-0	Jase	a pann nazaros, more, rungi or p	ndoor air quality, environmental hazards, any defects in the	individual condition anyone diamonal
440		the te	n or rms	of this Agreement or in violation	service system, or any defects or conditions on the Property of any Seller disclosure law or regulation, this release does	. Should Seller be in default under
441		paraa	e anj	y ternesidat may be available u	nder law or equity. This release will survive settlement.	, not deputed subjer of any right to
442 443	27.	REAL A Ro	LES al R	STATE RECOVERY FUND (1-1 state Recovery Fund exists to re-	8)	
444		ostano	TICE	asee (or a neensee's armiates) (	simburse any persons who have obtained a final civil judy owing to fraud, misrepresentation, or deceit in a real estat	transaction and who have been
445 446		unable 3658.	e to	collect the judgment after exhau	sting all legal and equitable remedies. For complete detail	s about the Fund, call (717) 783-
447	28.	COM	<b>μ</b> υ.	NICATIONS WITH BUYER AN	ND/OR SELLER (6-13)	
448		Where	ver	this Agreement contains a prov	vision that requires or allows communication/delivery to	a Buyer, that provision shall be
449 450		those	sa b prov	isions may be satisfied only by	Broker for Buyer, if any, except where required by law. communication/delivery being made directly to the Buyer, un	If there is no Broker for Buyer, aless otherwise agreed to by the
451	Buy	er Initi	ials:	<u>MG </u> Form® by	ASC Page 8 of 9 zipLogix 18070 Fifteen Mile Road, Fracer, Michigan 46026 <u>www.zipLogix.com</u>	Seller Initials: JF 728 Maple Street

# DigiSign Verified: 1A2846E8-A568-4EDF-94BE-4D3246343A7E

452 453 454 455	be satis only by	ned by communication/delivery to the	a provision that requires or allows communication/delivery to a Seller, that provision sha the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfic directly to the Seller, unless otherwise agreed to by the parties.
456		otherwise stated in writing. Buyer a	and Seller acknowledge that Brokers are not experts in legal or tax matters and that Broker
457	have no	t made, nor will they make, any 1	representations or warranties nor conduct research of the legal or tax matters and that Brokes
458	Agreem	ent. Buyer and Seller acknowledge	that Brokers have advised them to consult and retain experts concerning the legal and to
459	effects	of this Agreement and the completi	tion of the sale, as well as the condition and/or legality of the Property including but no
460	unnited	to, life Property's improvements, e	equipment, soil, tenancies, title and environmental aspects. Buyer and Seller asknowledge
461	receipt (	or a copy of this Agreement at the	time of signing. This Agreement may be executed in one or more countemparts each a
462 463	WAICA S.	all be deemed to be an original ar	and which counterparts together shall constitute one and the same Agreement of the Partice
464	ments in	oluding return by electronic transm	IS A BINDING CONTRACT. Return of this Agreement, and any addenda and amend mission, bearing the signatures of all parties, constitutes acceptance by the parties.
465	30. SPECIA	L CLAUSES (4-14)	answer, bearing the signatures of an parties, constitutes acceptance by the parties.
466	(A) The	following are part of this Agreeme	ent if checked:
467		ppraisal Contingency Addendum to	Agreement of Sale (PAR Form ACA)
468	5	hort Sale Addendum to Agreement o	of Sale (PAR Form SHS)
469		oning Approval Contingency Adden	idum to Agreement of Sale (PAR Form ZA)
470 471		enant Occupied Property Addendi	11m
472	A 4	Jaenaum "A"	
473	(B) Add	litional Terms:	
474		7	
475	<u>MG                                    </u>	Buyer has received the Consumer	r Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa
476		Code 822.220	
477 478	MGIC	Buyer has received a statement of Bi	uyer's estimated closing costs before signing this Agreement.
479	Altar	before signing this Agreement.	Money Notice (for cooperative sales when Broker for Seller is holding deposit money,
480	BUYER	Michael Giglio	DATE08-14-2021
481		gage Brothers LIC.	
482	Phone(s)	ddress	DATE
483	BUYER	Jeffrey Ciglio Fax-	Email DATE
	· · · · · · · · · · · · · · · · · · ·		DATE08-14-2021
484	Mailing A	ddress	
485	Mailing A Phone(s)	ddrəss Fax	Email
	Mailing A Phone(s) BUYER	ddressFax	EmailDATE
485 486			
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485 486 487		ddressFax	Email
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485 486 487 488 489 490 491 492	Mailing A Phone(s) AUTHORIZE Title COMPANY Seller has received Seller has received VOLUNTARY	ddress Fax D REPRESENTATIVE ived the Consumer Notice, where red a statement of Seiler's estimated c ' TRANSVER OF CORPORATI	Email
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485 486 487 488 490 491 492 493 494 495 496	Mailing A Phone(s) AUTHORIZE Title COMPANY Seller has receive Seller has receive VOLUNTARY by the Board of exchange of all	ddress Fax D REPRESENTATIVE ived the Consumer Notice, where red a statement of Seiler's estimated c ' TRANSVER OF CORPORAT) f Directors to sign this Agreement or substantially all the property a	Email
485 486 487 488 489 490 491 492 493 494 495	Mailing A Phone(s) AUTHORIZE Title COMPANY Seller has receive Seller has receive VOLUNTARY by the Board of exchange of all shareholders pu	ddress Fax <b>D REPRESENTATIVE</b> ived the Consumer Notice, where red a statement of Seller's estimated c <b>TRANSVER OF CORPORATI</b> f Directors to sign this Agreement i or substantially all the property a supart to 45.E.S. \$1311.	Email
485 486 487 488 490 491 492 493 494 495 496	Mailing A Phone(s) AUTHORIZE Title COMPANY Seller has receive Seller has receive VOLUNTARY by the Board of exchange of all shareholders put SELLER	fdress Fax D REPRESENTATIVE ived the Consumer Notice, where yed a statement of Seiler's estimated of TRANSFER OF CORPORATI f Directors to sign this Agreement tor substantially all the property a suart to \$5.55.5.5.5.1311.	Email
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485 486 487 488 489 490 491 492 493 494 495 496 497 498 499	Mailing A Phone(s) AUTHORIZE Title COMPANY Seller has receive VOLUNTARY by the Board of exchange of all shareholders put SELLER	tdress Fax D REPRESENTATIVE ived the Consumer Notice, where ved a statement of Seiler's estimated c TRANSFER OF CORPORATI f Directors to sign this Agreement t or substantially all the property a suartite \$5,5,2,3,1311. Joseph Furgino e Street LLC	
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485 486 487 488 489 490 491 492 493 494 495 496 497 498 499	Mailing A Phone(s) AUTHORIZE Title COMPANY Seller has receive VOLUNTARY by the Board of exchange of all shareholders put SELLER Mapli Mailing Ac Phone(s)	tdress Fax D REPRESENTATIVE ived the Consumer Notice, where ved a statement of Seiler's estimated c TRANSFER OF CORPORATI f Directors to sign this Agreement t or substantially all the property a suartite \$5,5,2,3,1311. Joseph Furgino e Street LLC	Email
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#### 9/10/21, 3:49 PM

PARID: 050006264004 MAPLE STREET I LLC

#### Parcel

728 MAPLE ST

TaxMapID			05030 064		
Parid			05-00-06264-00-4		
Land Use Co	ode		4100		
Land Use D	escription		C - RETAIL, OFFICE, APTS MULTI-L	JSE	
Property Lo	ocation		728 MAPLE ST		
Lot #					
Lot Size			5200 SF		
Front Feet			65		
Municipality	,		CONSHOHOCKEN		
School Distr	rict		COLONIAL		
Utilities			ALL PUBLIC//		
Owner					
Name(s)			MAPLE STREET I LLC		
Name(s)					
Mailing Addr	ress		412 OLD ELM ST		
Care Of					
Mailing Addr	ress				
Mailing Addr	ress		CONSHOHOCKEN PA 19428		
Current A	Assessment				
Appraised Va	alue		Assessed Value	Restrict Code	
77,970			77,970		
Estimated	d Taxes				
			283		
County					
	munity College		30		
Montco Com	munity College		30 351		
Montco Com Municipality					
Montco Com Municipality School Distrie			351		
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## 9/10/21, 3:49 PM

Montgomery, Penns	vlvania	
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### Lot Information

#### **Commercial Parcel Summary**

No. of Cards	1	
Land Use Code	4100	
Gross Building Area (Total of all Cards)	4,020	
Total Living Units	1	

#### **Commercial Parcel Summary**

Use	Area
APARTMENT	1,020
DWG CONV-SALES	1,260
DWELLING	750
UNFIN RES BSMT	990

#### **Commercial Card Summary**

Card	1
Imp Name	A LITTLE SHOP IN CONSHY
Structure Code	105
Structure	MIXED RESIDENTIAL/COMMERCIAL
Sprinkler	Ν
Units	
Identical Units	1
Year Built	1956
Gross Building Area	4,020
Elevator/Escalator	Ν

#### Permits

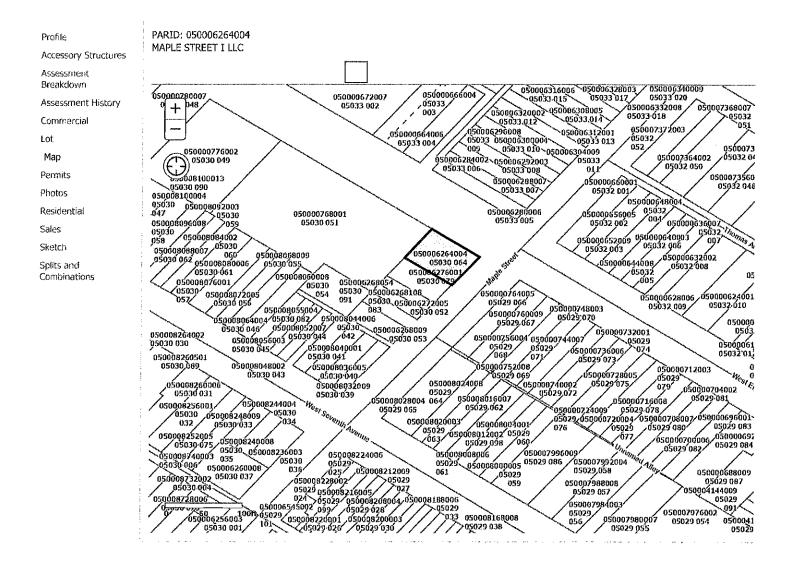
Permit Date	14-JAN-2020
Permit Number	20-00040
Amount	
Purpose	ROOF/SHINGLES
Notes	REPLACE ROOF
Notes	
Notes	
Status	CLOSED

1 of 3

#### **Assessment History**

Appraised Value	Assessed Value	Restrict Code	Effective Date	Reason	Notice Date
77,970	77,970			0	16-MAY-97
	77,970		01-JAN-98	REASSESSMENT	
	3,900		01-JAN-87		

⑦ HOME PROPERTY SEARCH ♥ CONTACT US



#### Matrix

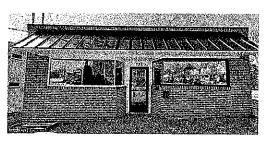
## Agent 360 Conshohocken Boro

Tax ID 05-00-06264-004

#### Public Records



728 Maple St, Conshohocken, PA 19428-1476



#### **Summary Information**

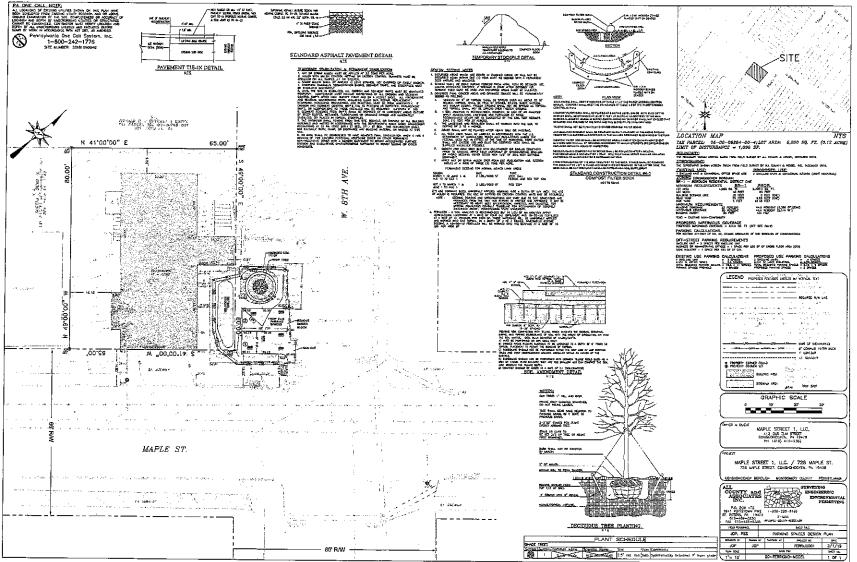
Owner: Owner Address: Owner City State Owner Zip+4: No Mail(P): Owner Carrier Rt	19428-1866 No	i St CKEN PA	Property Class: Annual Tax: Record Date: Settle Date: Sale Amount: Book: Page:	Mixed Use \$2,535 05/31/18 05/30/18 \$310,000 6092 129	
\$			Doc Num: Tax Record Upda	000000035042 ited: 03/08/21	
Geographic Inf	ormation				
County: Municipality: High Sch Dist: Tax ID: Tax Map:	Montgomery Conshohock Colonial 05-00-0626 030	en Boro	Lot: Grid: Census:	064 7844D6 2041.015	
Assessment & T	Tax Information	ı			
Tax Year: County Tax: Municipal Tax: School Tax:	2021 \$283 \$351 \$1,901	Annual Tax:	\$2,535	Total Asmt: 5 Taxable Total Asmt: 5	\$77,970 \$77,970
Lot Characteris	tics				
Frontage:	65.00	Sq Ft: Acres: Roads:	5,200 0.1193 Paved	Traffic: Ligh County Location:Neig	
Building Charac	teristics				
Bidg Leaseable S Fireplace Total: ' Cooling:	QFT1,770 0 None	Family Room: Heat Delivery:	0 None	Gas: Pub Water: Pub Sewer: Pub Year Built: 195	olic olic
Codes & Descrip	otions			1	
Land Use: Structure Type:		ail, Ofc, Apts - Multi-Us nm (Built Use Type:	e Dwelling Conv	(Sales)	
MLS History					
MLS Number	Category	Status	Status Date	Price	

# Google Maps 728 Maple St

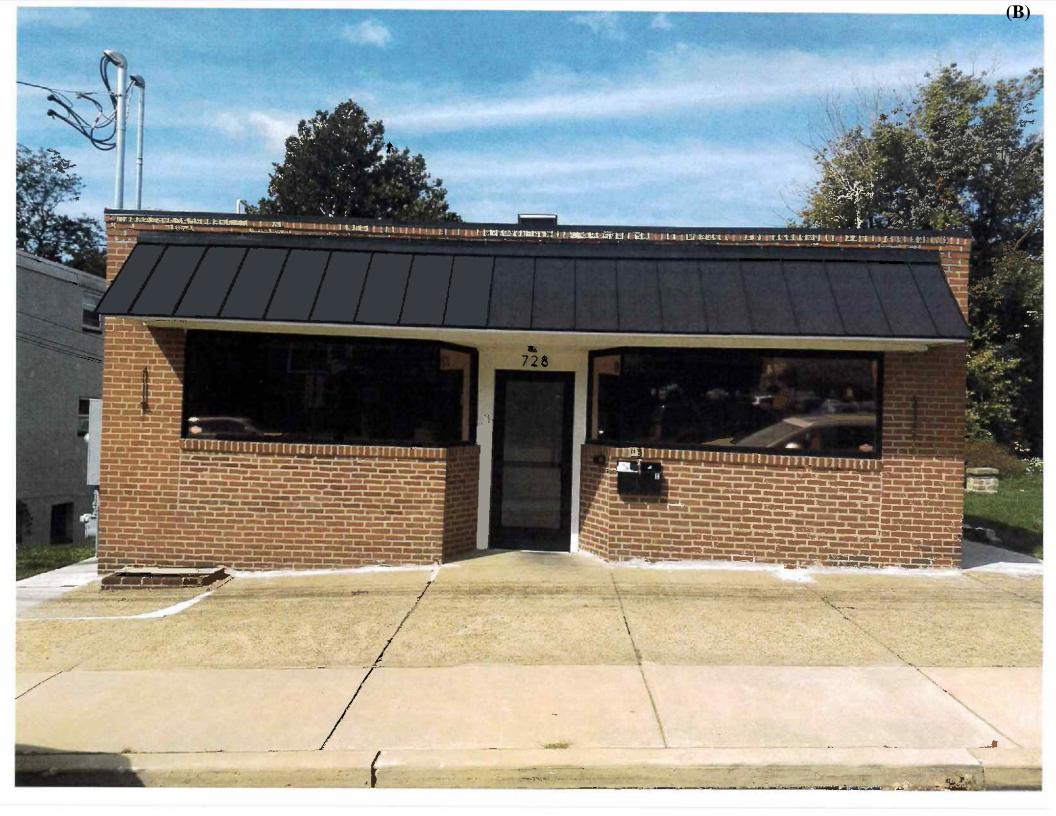


Inagely ©2021 Maxar Technologies, Map data ©2021 50 R

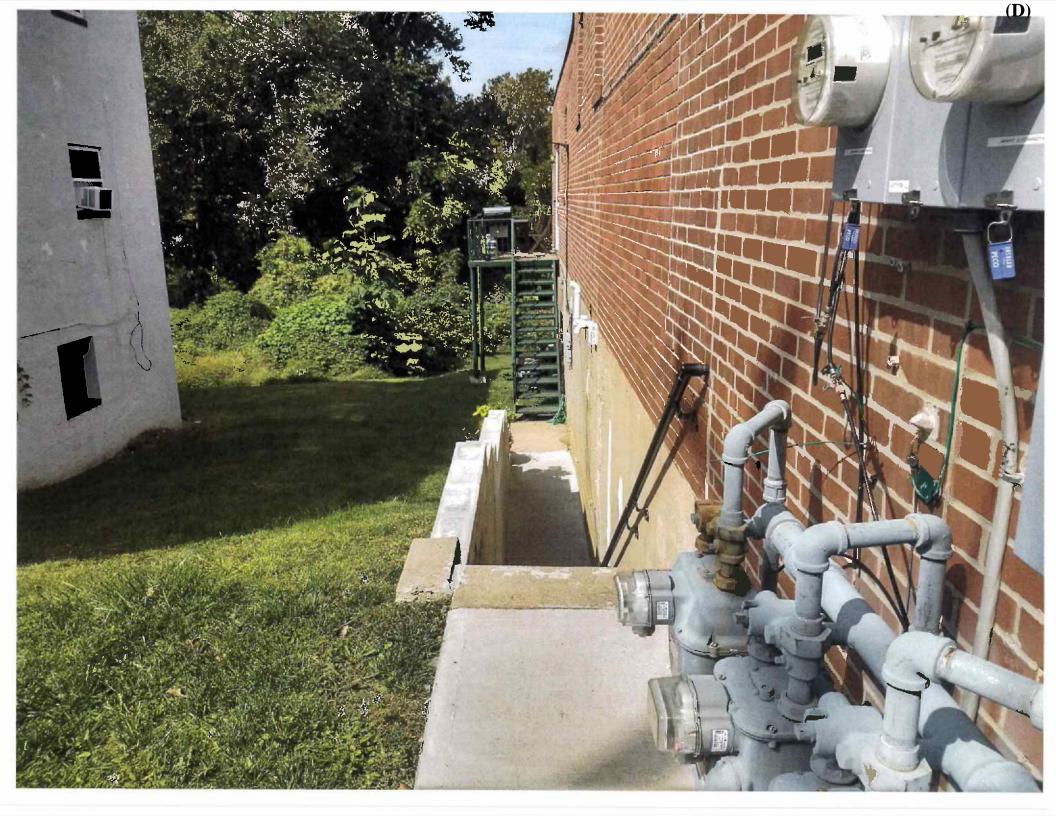
https://www.google.com/maps/place/728+Maple+St.+Conshchocken.+PA+19428/@20/0809251,-75.3028622/214m/data=I3in11e3/4m5/3m4/750x89c6be6719/90227.0x1914e61ebe/c9598/3m2/3d40.081065714d-75.303294

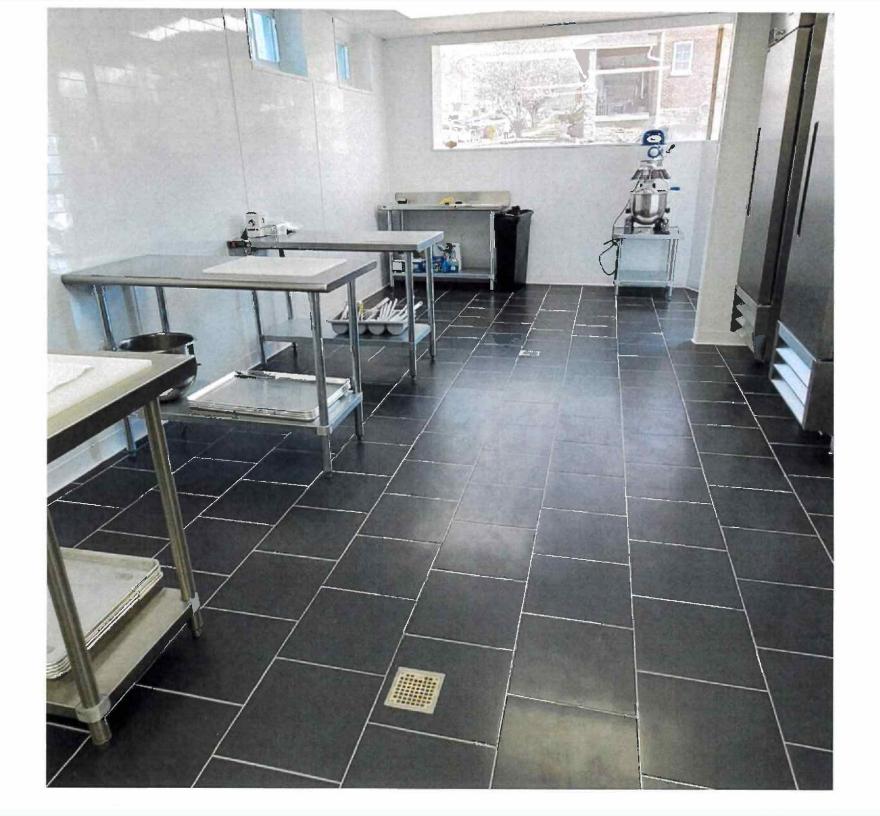










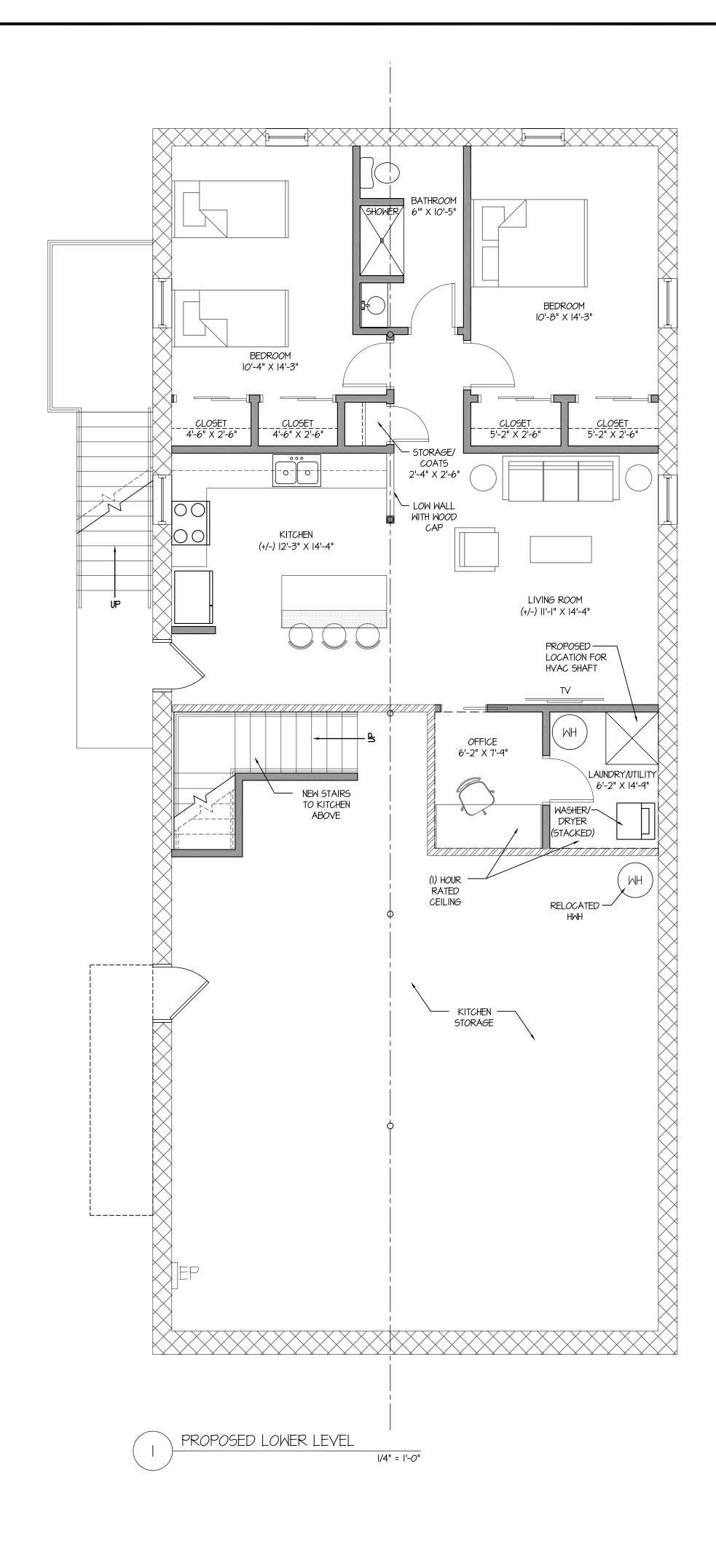


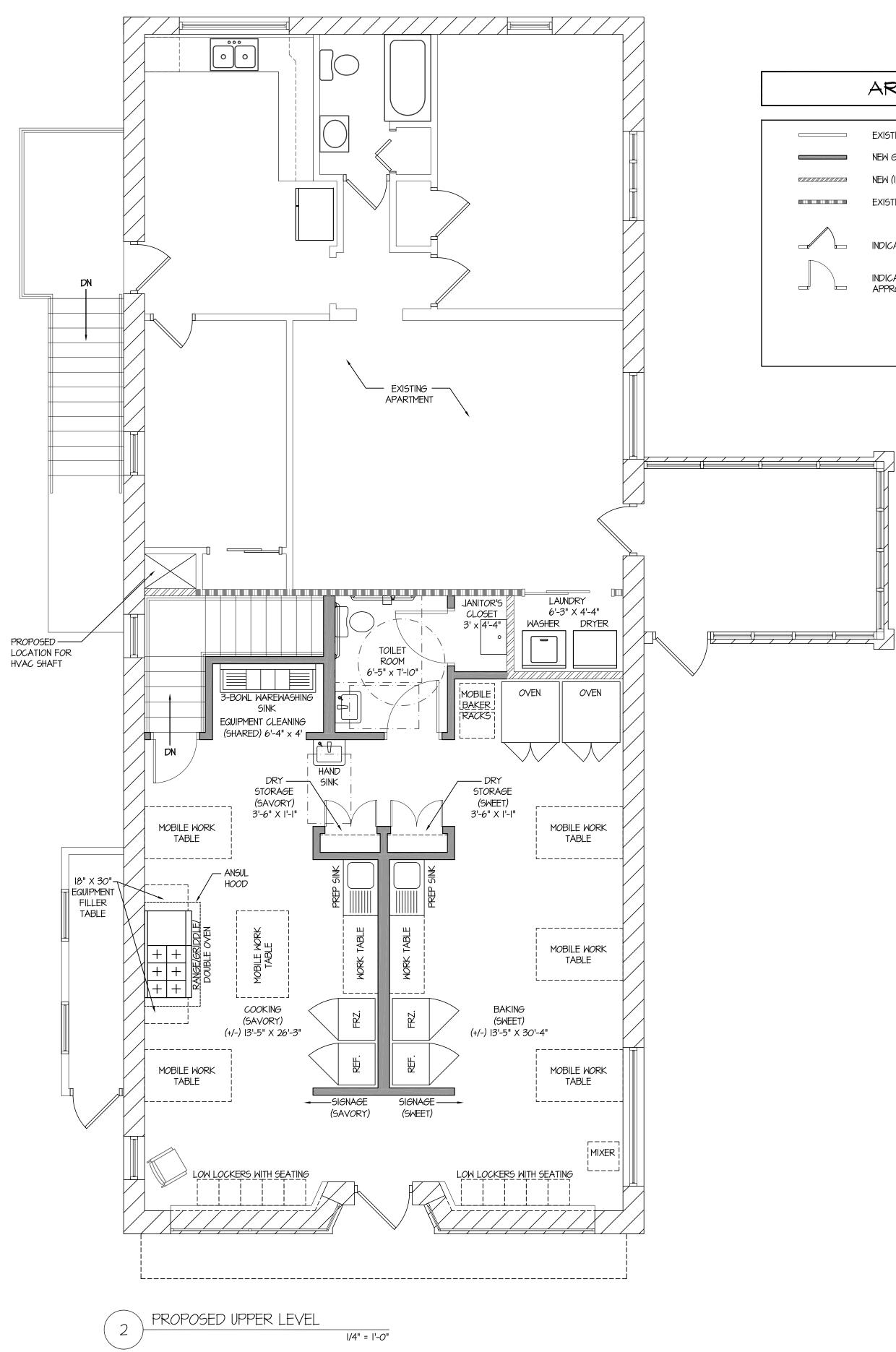
**(E)** 



Street #	Street Name	Description	Land Use Description via PropertyRecords.montcopa.org
328	Maple	4-5 Unit Complex	C - Residential Conversion 5 or more Apt
152	4th	Duplex	R - Duplex
151	4th	Triplex	R - Triplex
146	4th	Duplex	R - Duplex
413	Maple	Maple Court Apartment Complex/Real estate Office	Unknown
505	Maple	Lannutti Post (Bar/hall)	E - EXEMPT CLUBS & FRATL ORGANIZATIONS
152	Sth	Duplex	Unknown
201	6th	Carol's Place (bar) + Apartment	C - BAR OR TAPROOM
619	Maple	Accountant's Office	R - SINGLE FAMILY
624	Maple	Don-Len Business (Uniforms/Trophies/etc)	I - IND:ONE STORY WHSE/MFG UP TO 15000 S
628	Maple	Old Time Saloon (bar)	Unknown
628	Maple	Pizza Time (Pizza Shop + Hall space)	Unknown
167	7th	Triplex	R - TRIPLEX
200	7th	Duplex	R - Duplex
714	Maple	Multi-Unit	A - LOW-RISE 5-10 UNITS(1 BLDG) < 3-STRY
718-720	Maple	Quad-Plex	R - DUPLEX
722-724	Maple	Quad-Plex	R - QUADRAPLEX
728	Maple	(Subject property) Apartment + Office business	C - RETAIL, OFFICE, APTS MULTI-USE

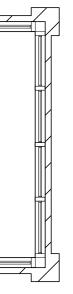
A-7



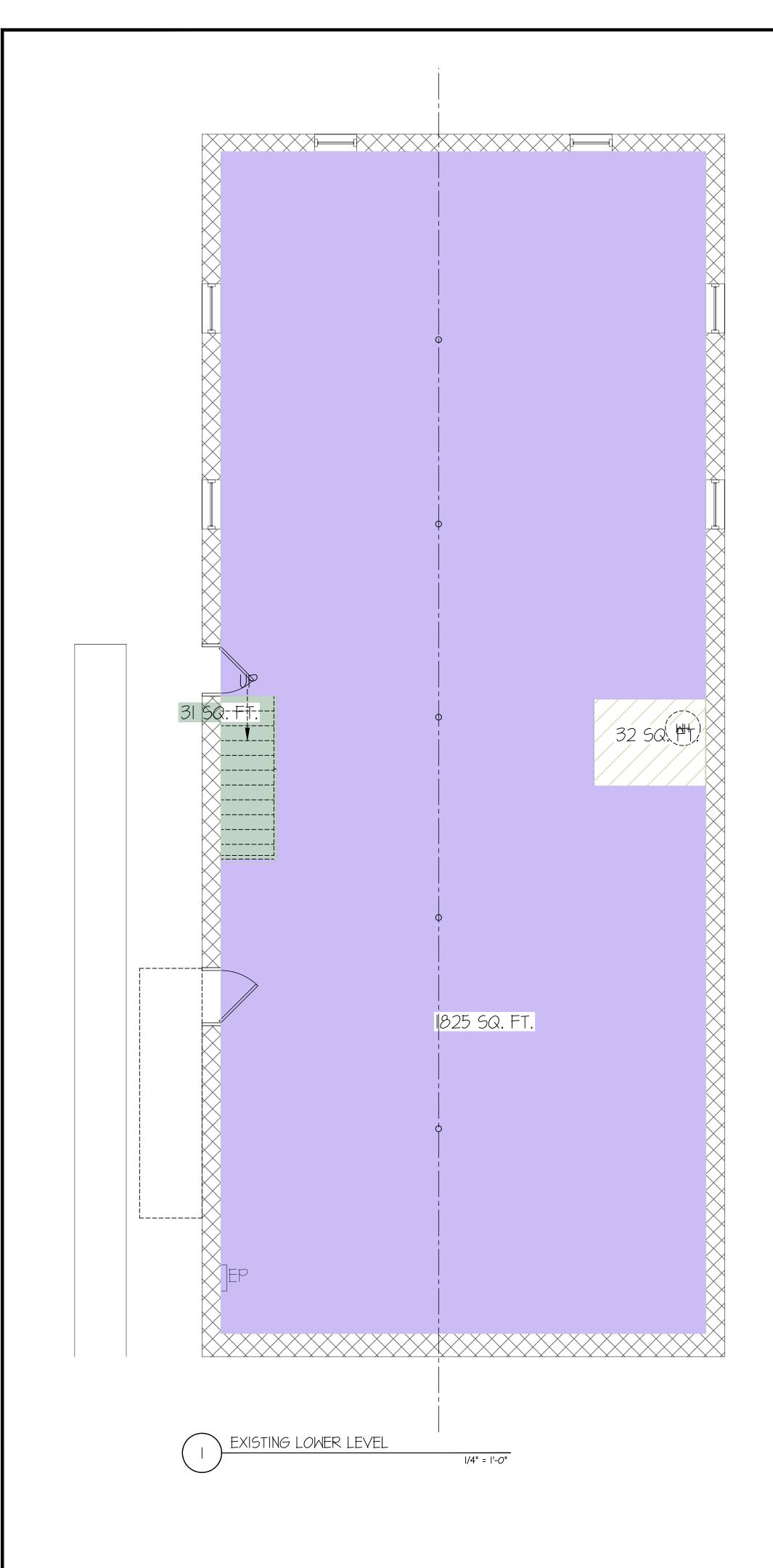


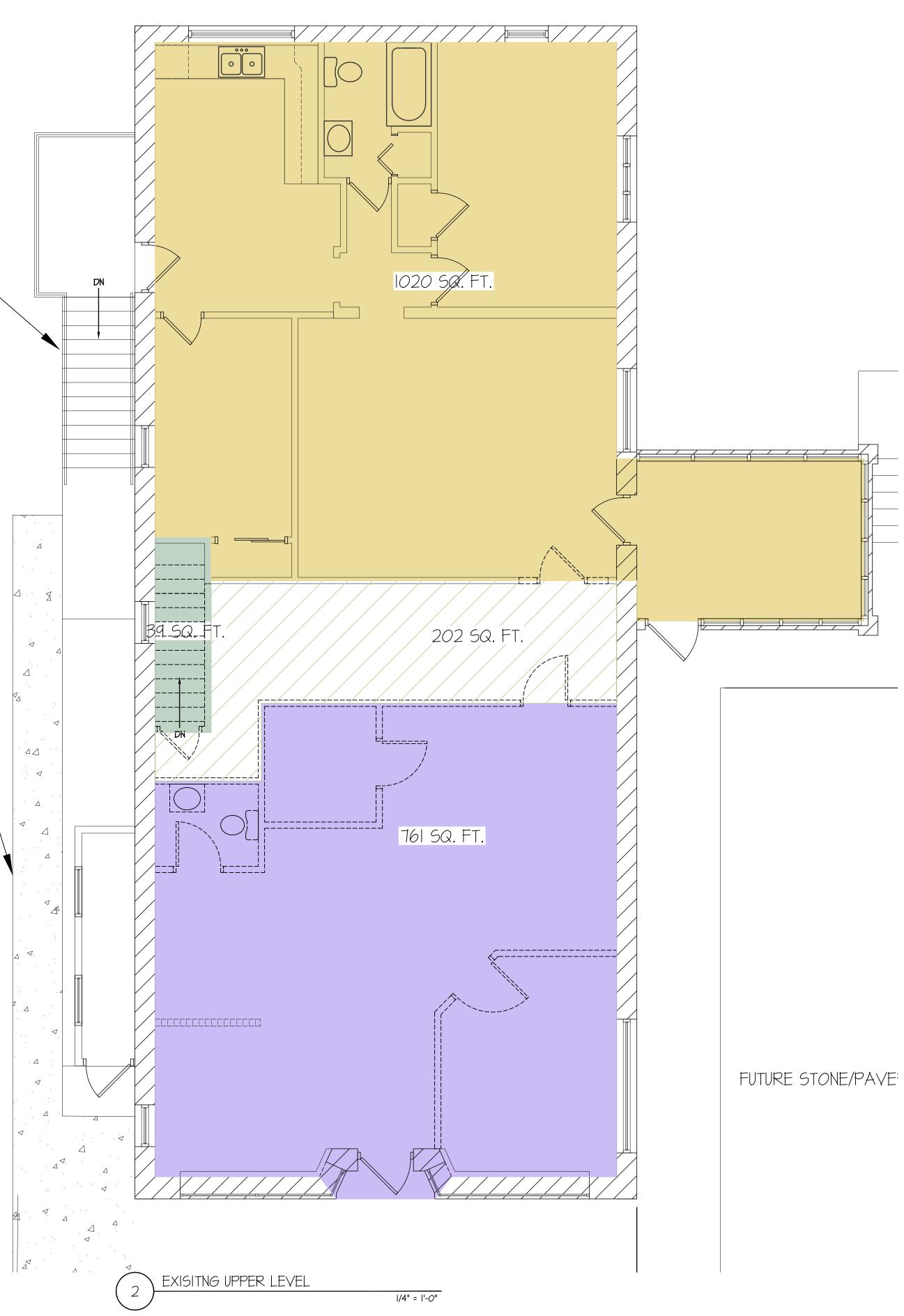
# ARCHITECTURAL LEGEND

- EXISTING PARTITION TO REMAIN.
  - NEW GWB PARTITION TO UNDERSIDE OF ACT.
  - NEW (1) HOUR RATED PARTITION.
- EXISTING PARTITION TO BE UPGRADED TO ACHIEVE (1) HOUR RATING.
  - INDICATES EXISTING DOOR, FRAME & HARDWARE TO REMAIN, U.N.O.
  - INDICATES NEW DOOR ASSEMBLY, CONTRACTOR TO PROVIDE SAMPLE FOR REVIEW & APPROVAL PRIOR TO CONSTRUCTION.



<u>NOTE:</u> Contractors shall verify and be responsible for all field dimensions and conditions and shall notify Baglivo Associates of any discrepancies before proceeding with the project.
PA:15903B NJ: 15154 OH: 12708 KY: 7551 DE: 5988
MD: 16301 FL: 96363 NY: 038058-1 MA: 31299
BAGLIVO ASSOCIATES ARCHITECTURE INTERIORS PLANNING 301 East Germantown Pike, Fourth Floor
East Norriton, PA 19401 P: 610.277.7107 F: 484.801.2608
www.baglivoassociates.com
ISSUED FOR REVIEW08.27.18ISSUED REVISION 1 FOR REVIEW08.30.18
PROGRESS
SET NOT FOR
CONSTRUCTION
OR PERMIT
Warning: It is a violation of the law for any person, unless
acting under the direction of a licensed architect, to alter an item in any way on these sealed documents. If an item bearing the seal of an architect is altered, the altering architect shall affix to his item the seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.
Project
COMMERCIAL RENT
KITCHEN/
APARTMENT
728 MAPLE STREET CONSHOHOCKEN, PA 19428
File Name
728 Maple_SK01_Rev1_082918.dwg
Scale AS NOTED
Date
08.30.2018 Drawn By
SMM
Project Number 2018-096
Drawing Title
PROPOSED LOWER AND UPPER LEVEL FLOOR PLANS
Drawing Number
SK01R1







<u>NOTE:</u> Contractors shall verify and be responsible for all field dimensions and conditions and shall notify Baglivo Associates of any discrepancies before proceeding with the project. PA:15903B NJ: 15154 OH: 12708 KY: 7551 DE: 5988 MD: 16301 FL: 96363 NY: 038058-1 MA: 31299 BAGLIVO ASSOCIATES ARCHITECTURE INTERIORS PLANNING 301 East Germantown Pike, Fourth Floor East Norriton, PA 19401 P: 610.277.7107 F: 484.801.2608 www.baglivoassociates.com ISSUED FOR REVIEW 08.27.18 ISSUED REVISION 1 FOR REVIEW 08.30.18 ISSUED REVISION 2 FOR REVIEW 09.18.18 ISSUED PROPOSED DEMO PLAN 09.24.18 PROGRESS SET NOT FOR CONSTRUCTION OR PERMIT Warning: It is a violation of the law for any person, unless acting under the direction of a licensed architect, to alter an item in any way on these sealed documents. If an item bearing the seal of an architect is altered, the altering architect shall affix to his item the seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration. NORTH Project **OFFICE/APARTMENT** EXISTING RECORD CONDITIONS 728 MAPLE STREET

CONSHOHOCKEN, PA 19428

File Name

728 Maple\_SK01\_Rev2\_091318.dwg Scale

AS NOTED

Date 10.04.2018

Drawn By KD

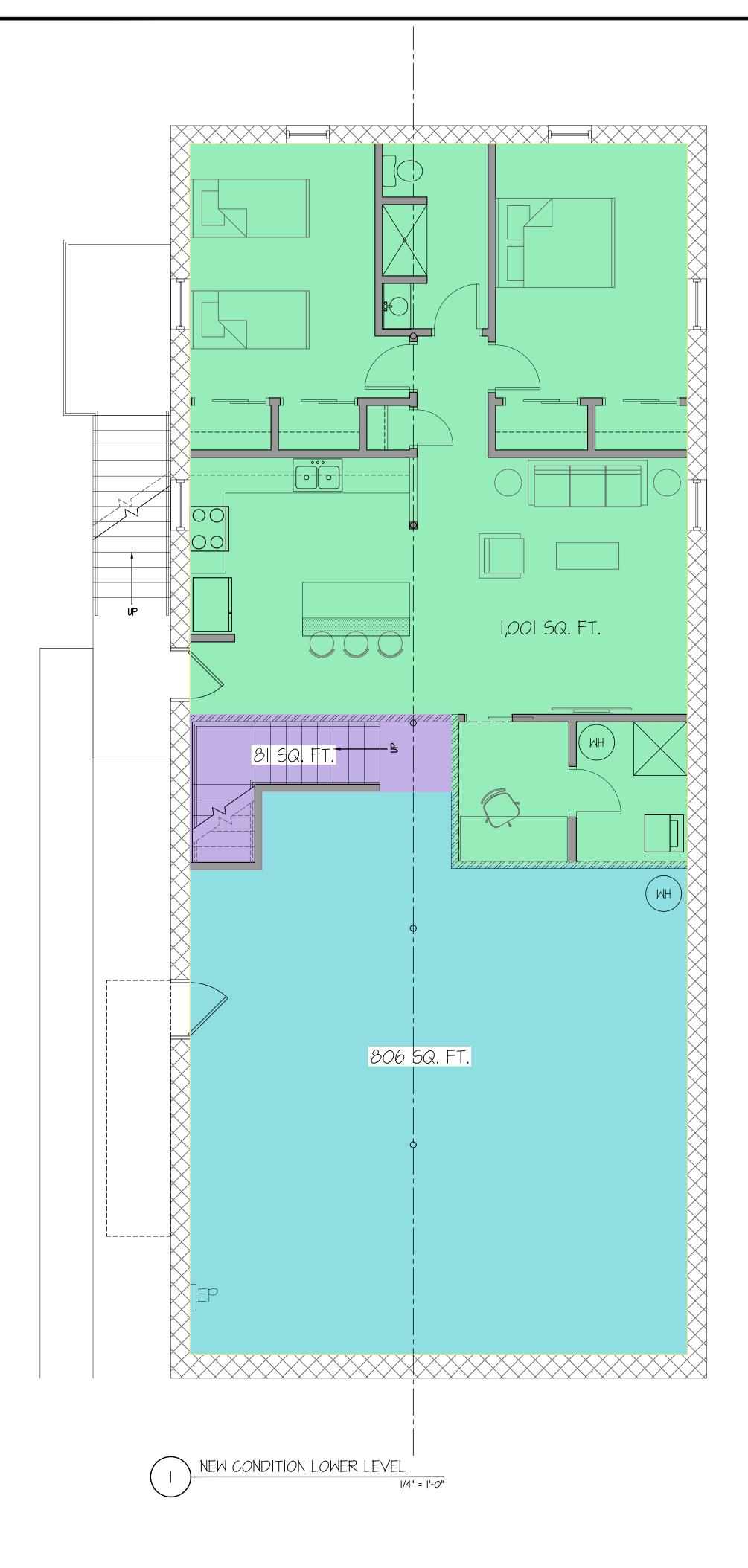
Project Number 2018-096

Drawing Title

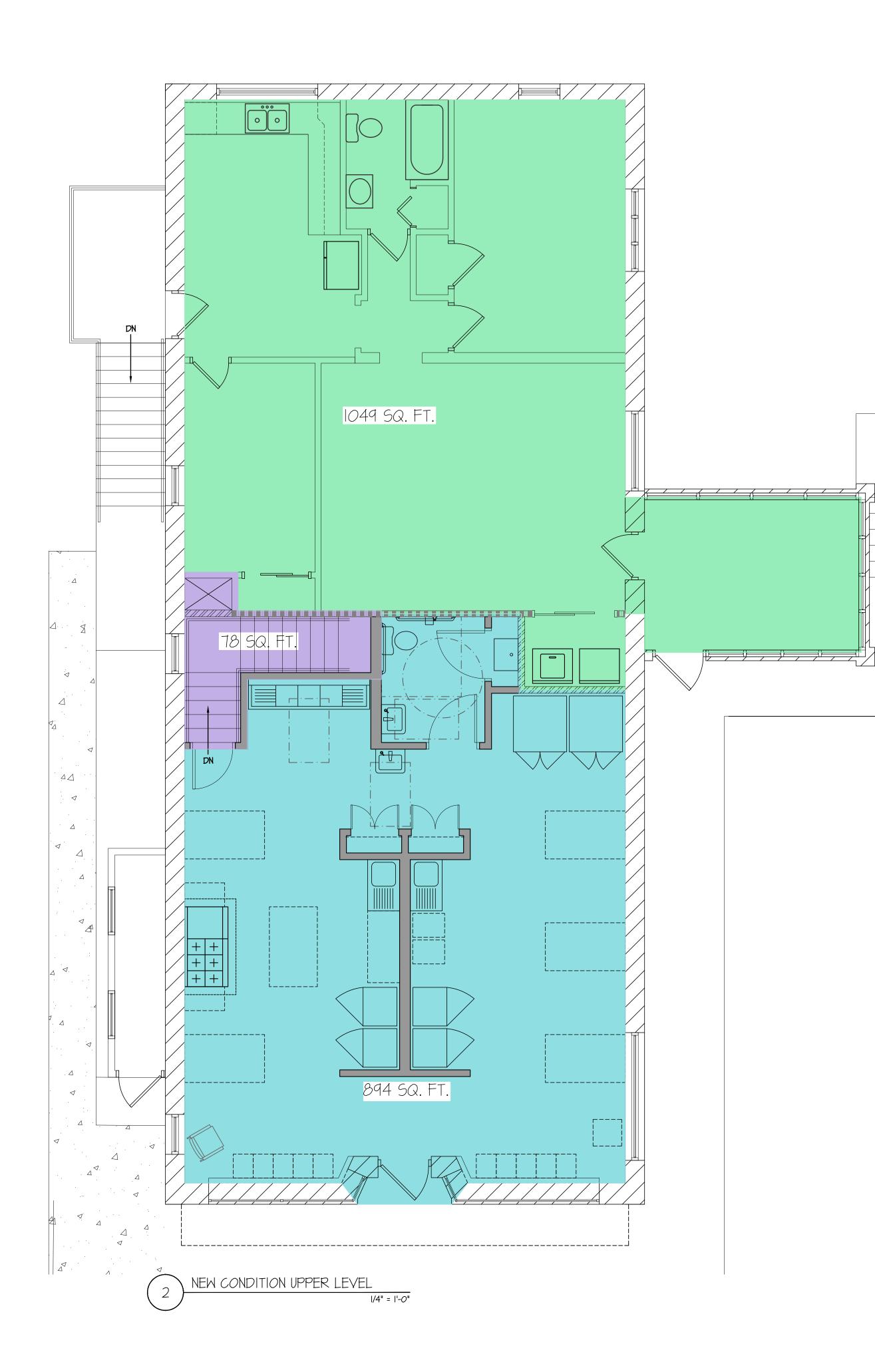
EXISTING BUILDING SQUARE FOOTAGE

EX01

Drawing Number



\_\_\_\_\_







# BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUGH COUNCIL

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

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

### ZONING NOTICE

# OCTOBER 25<sup>TH</sup>, 2021, ZONING HEARING BOARD MEETING TO OCCUR VIA REMOTE MEANS

### ZONING HEARING Z-2021-20

NOTICE IS HEREBY GIVEN that the Conshohocken Zoning Hearing Board will conduct a public hearing on October 25<sup>th</sup>, 2021, at 7:00 p.m. prevailing time via remote means. The public is encouraged to participate as set forth below.

This meeting will be held using a Go-To-Meeting Platform. To the extent possible, members of Conshohocken Zoning Hearing Board and Borough staff/professionals will participate via both video and audio. (INSTRUCTIONS ON SECOND PAGE)

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

PETITIONER:	EELI, LLC 300 Farm Lane, Doylestown, PA 18901
PREMISES INVOLVED:	124 W. 1 <sup>st</sup> Ave., Conshohocken, PA 19428 Borough Residential 2
OWNER OF RECORD:	The Donovan Family Trust 330 Woodlyn Dr. Collegeville, PA 19426

The applicant is seeking variances from §27-1105.E and G of the Borough Zoning Code to permit a building side yard setback less than 7 feet and building coverage greater then 40%.

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

Thank you, Zoning Hearing Board



# BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

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

Karen Tutino, Member Yaniv Aronson, Mayor

# ZONING HEARING REMOTE SESSION ACCESS INSTRUCTIONS

The public is encouraged to participate as follows:

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

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

Please join my meeting from your computer, tablet or smartphone. <u>https://global.gotomeeting.com/join/972846509</u>

You can also dial in using your phone. United States (Toll Free): <u>1 866 899 4679</u>

Access Code: 972-846-509

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <u>https://global.gotomeeting.com/install/972846509</u>

If you have already downloaded the Go-To-Meeting application, the link will redirect you to the application itself. Please follow the instructions.

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

Public Comment: There will be a designated time on the agenda for public comment. Those with public comment shall state their name and address. Prior to the start of the meeting, you may submit written comments by e-mailing them to <u>Zoning@conshohockenpa.gov</u>. Similarly, during the meeting, you may submit written comments by e-mailing them to <u>Zoning@conshohockenpa.gov</u>.

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

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



# BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

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

Borough of Stephanie Cecco, Borough Manager

Yaniv Aronson, Mayor

The

# Conshohocken Zoning Hearing Board Entry of Appearance as a Party

I/We
Request to be granted party status in Application <u>Z-2021-20.</u>
Applicant: <u>124 W. First Ave Variance</u>
Please print name:
Please print address:
Please print email:
Please Sign Below:

Please return form via mail or e-mail to the below: (Entry must be received no later than October 20<sup>th</sup>, 2021)

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

E-MAIL: zoning@conshohockenpa.gov



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

# **Zoning Application**

		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
		Application: Z. J. A.
1.	Application is hereby made for:	Date Submitted: 003
	Special Exception 🖌 Variance	Date Received: 4.25.2
	Appeal of the decision of the zoning officer	
	Conditional Use approval Interpretation of the Zon	ing Ordinance
	Other	
2.	Section of the Zoning Ordinance from which relief is request Sections 27-1105.E and G	ed:
3.	Address of the property, which is the subject of the application	on:
	124 W. First Avenue, Conshohocken, PA 19428 (TMP No. 05-00-03948-00-7)	
4.	Applicant's Name:	
	Address: 300 Farm Lane, Doylestown, PA 18901	
	Phone Number (daytime):(attorney)	
	E-mail Address: kellie.mcgowan@obermayer.com (attorney)	
5.	Applicant is (check one): Legal Owner Equitable Owner	🖌; Tenant
6.	Property Owner: The Donovan Family Trust	
	Address: 330 Woodlyn Drive, Collegeville, PA 19426	
	Phone Number:	
	E-mail Address:	
7.	Lot Dimensions:Zoning District:	-2 Borough Residential 2

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

Yes 🔽 No 🔄 If yes, please describe.

Please see the attached Addendum and Zoning Hearing Board decision.

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

Please see the attached Addendum.

,

.

10. Please describe the proposed use of the property. Please see the attached Addendum.

11. Please describe proposal and improvements to the property in detail. Please see the attached Addendum. 12. Please describe the reasons the Applicant believes that the requested relief should be granted.

Please see the attached Addendum.

13. If a <u>Variance</u> is being requested, please describe the following:

a. The unique characteristics of the property: \_\_\_\_\_\_Please see the attached Addendum.

b. How the Zoning Ordinance unreasonably restricts development of the property: Please see the attached Addendum.

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

neighborhood. \_\_\_\_\_ Please see the attached Addendum.

d. Why the requested relief is the minimum required to reasonably use the

property; and why the proposal could not be less than what is proposed. Please see the attached Addendum.

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

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

N/A

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

N/A

.

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

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

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

N/A

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

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

- a. Attorney's Name: \_\_\_\_\_\_ Kellie A. McGowan and Dan Lyons Obermayer Rebmann Maxwell & Hippel LLP
- b. Address: 10 S. Clinton Street, Suite 300, Doylestown, PA 18901
- c. Phone Number: \_\_\_\_\_\_
- d. E-mail Address: \_\_\_\_\_kellie.mcgowan@obermayer.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 Daniel Lyons, Agent

Legal Owner

Date

# COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY Τĥ As subscribed and sworn to before me this \_\_\_\_ day of 2021

Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal Amy Landis, Notary Public Bucks County My commission expires August 20, 2024 Commission number 1371265 Member, Pennsylvania Association of Notaries

400 Fayette Street, Suite 200 | Conshohocken, PA 19428 | Phone: (610) 828-1092 | Fax: (610) 828- 0920 | www.conshohockenpa.org



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

# Decision

(Fo	or Borough Use Only)	
Application Granted	Application Denied	
MOTION:		
CONDITIONS:		
BY ORDER OF THE ZONING HEAR	NG BOARD	
	Yes	No
	_	
	_ 🗆	
DATE OF ORDER:		

400 Fayette Street, Suite 200 | Conshohocken, PA 19428 | Phone: (610) 828-1092 | Fax: (610) 828- 0920 | www.conshohockenpa.org

# **Conshohocken Borough Zoning Hearing Board**

## **Application of EELI LLC**

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# **ADDENDUM TO ZONING HEARING BOARD APPLICATION**

Applicant, EELI LLC ("Applicant"), is the equitable owner of the property located 124 W. First Avenue, Conshohocken, PA 19428, Parcel No. 05-00-03948-00-7, as further identified in the attached plans (the "Property").

The Property is a 4,780 SF parcel located in the BR-2 Borough Residential Zoning District pursuant to the Conshohocken Borough Zoning Map. The Property is currently improved with one single-family attached dwelling and related improvements. The single-family attached use is a permitted use in the BR-2 Zoning District.

Applicant intends to demolish the existing single-family attached dwelling, subdivide the Property, and construct two new single-family attached dwellings, with one dwelling on each lot, and each with a detached garage. The existing structure has fallen into disrepair and requires improvement and the proposed redevelopment will be a great improvement to the Property and immediate neighborhood in Conshohocken Borough.

In order to redevelop the Property as proposed, Applicant requests the following two (2) dimensional variances from the Conshohocken Borough Zoning Ordinance:

- 1. Section 27-1105.E to permit a side yard setback of 4.1 feet where 7 feet is required; and
- 2. Section 27-1105.G to permit a building coverage ratio of 47.7% where 40% is permitted.

A prior Zoning Hearing Board Application submitted in June 2016 proposed a nearly identical concept and design and requested variances from the same sections as the instant Application. Specifically, applicant and owner at that time, CTB Holdings, requested a variance from Section 27-1105.E to permit a side yard setback of 3 feet, and from Section 27-1105.G to permit a building coverage ratio of 47.7%. The application also proposed a subdivision and a new single-family attached structure. By a written Decision of the Board, the Zoning Hearing Board granted CTB Holding's variance requests. *See attached Decision for reference*.

Here, just as the 2016 application, the variances will not alter the essential character of the neighborhood, nor have an adverse impact on public health, safety and welfare, and is the minimum relief that will afford the reasonable use of the Property. Further, the single-family attached use is a permitted use in the RB-2 Zoning District, is consistent with the neighboring properties, and the requested variances would not substantially or permanently impair the appropriate use or development of adjacent properties.



Daniel S. Lyons, Esquire Direct Dial: 215-606-0249 daniel.lyons@obermayer.com www.obermayer.com Obermayer Rebmann Maxwell & Hippel LLP 10 S. Clinton Street, Suite 300 Doylestown, PA 18901-4640 P: 215-606-0760 F: 215.348-1804

August 9, 2021

## VIA FEDEX AND EMAIL

Stephanie Cecco, Borough Manager Conshohocken Borough Borough Hall 400 Fayette Street, Suite 200 Conshohocken, PA 19428 <u>sceecco@conshohockenpa.gov</u>

## Re: 124 W. 1<sup>st</sup> Avenue, Conshohocken Borough, PA 19428 Zoning Hearing Board Application of EELI LLC

Dear Ms. Cecco:

As you may be aware, my office represents Applicant, EELI LLC, with respect to the above captioned property. Attached please find a complete Zoning Hearing Board Application and all required documents thereto. Please be aware that the required electronic copy of the Application and associated documentation will be emailed to you at the address above.

Please let me know if any additional information or documentation is required to process this Application.

Very truly yours,

Daniel S. Lyons, Esq.

(Enclosures)

cc: EELI LLC (via email only) Eric P. Johnson, Zoning Officer (via email only) Michael Peters, Esq. (via email only) Kellie McGowan, Esq. (via email only)

## **Conshohocken Borough Zoning Hearing Board**

## **Application of EELI LLC**

## ADDENDUM TO ZONING HEARING BOARD APPLICATION

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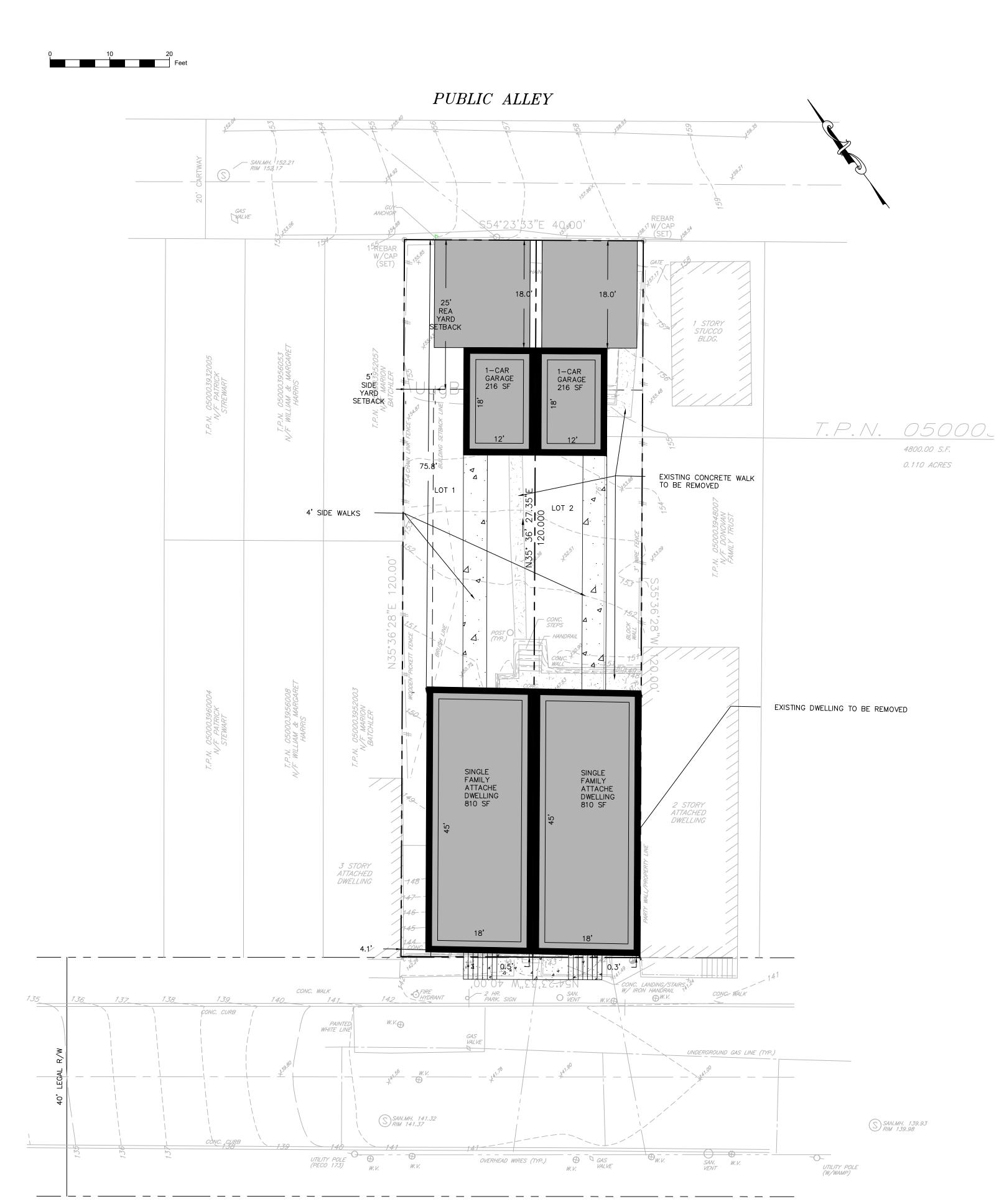
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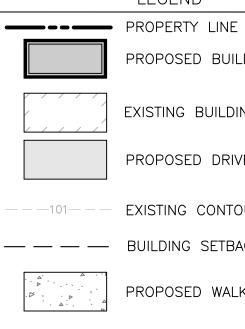
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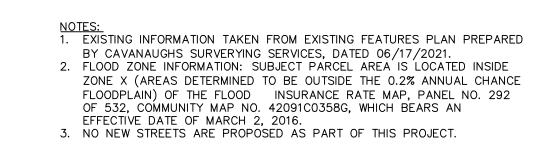
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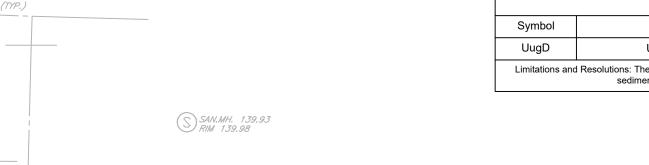






	ZONING	TABLE				
Zone: BR-2 District						
ITEM	PERMITTED	EXISTING	PROPOSED LOT 1	PROPOSED LOT 2		
District Requirements						
Permitted Uses	SF Attached;	SF Attached;	SF Attached;	SF Attached;		
Min. Lot Area	1,800 SF	4,780 SF	2,647 SF	2,152 SF		
Min. Lot Width	18 FT	118 FT	22 FT	18 FT		
Min. Front Yard Setback (1)	15 FT	0.3 FT	0.5 FT(N)	0.3 FT(N)		
Min. Side Yard Setback (one side)	7 FT	22 FT	4.1 FT(V)	0 FT		
Min. Rear Yard Setback	25 FT	76 FT	75.8 FT	76 FT		
Min. Building Width	18 FT	16.4 FT	18 FT	18 FT		
Max. Building Height / Stories	35 FT	< 35 FT	< 35 FT	< 35 FT		
Max. Building Coverage	40%	14.2%	38.8%	47.7%(V)		
Max. Impervious Coverage	60%	26.7%	44.8%	55.2%		
General Requirements: Accessory Structure						
Min. Distance from Cartway	5 FT	N/A	< 28 FT	< 28 FT		
Min. Lot Line Setback	3 FT	N/A	10 FT	6 FT		
Max. Building Height (Peak Roof/Flat Roof)	15 FT/10 FT	N/A	8.7 FT	8.7 FT		

			LOT	ALCULATIONS			
Lot Number	Gross Lot Area (SF)	Right-of-Way (SF)	Net Lot Area (SF)	Building Area (SF)	Building Coverage (%)	Impervious (SF)	Percent Impervious (%)
Existing							
Total	4,780.0	0.0	4,780.0	677	14.2%	1,275	26.7%
Proposed Lots							•
1	2,647.0	0.0	2,647.0	1,026	38.8%	1,185	44.8%
2	2,152.0	0.0	2,152.0	1,026	47.7%	1,187	55.2%



4800.00 S.F.

0.110 ACRES

	Symbol	Unit Name
	UugD	Urban land-Udprthents, shcist and gneiss complex, 8 to 25 Percent Slopes
	Limitations an	d Resolutions: The soils found within the project limits have varying limitations including possible shallow depth sediment filter bag. To resolve the bedrock limitation, the contractor shall determine whether rock is ri
SAN.MH. 139.93 RIM 139.98		

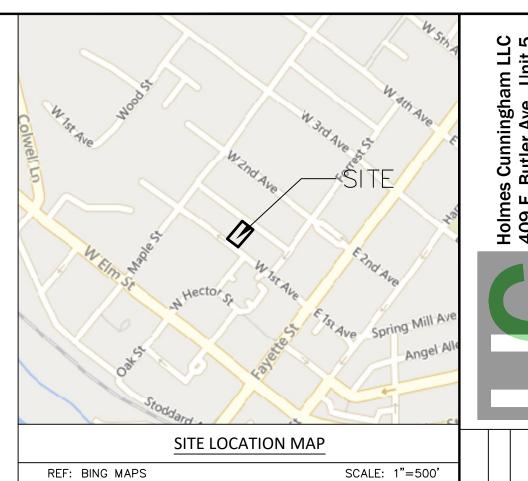
LEGEND PROPOSED BUILDING

EXISTING BUILDING

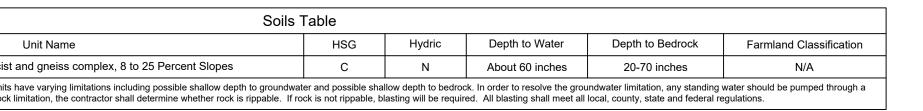
PROPOSED DRIVEWAY

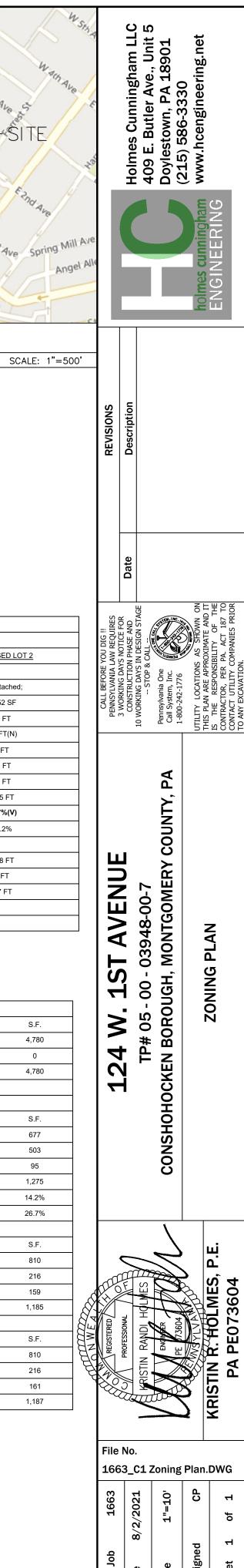
— — — BUILDING SETBACK LINE

PROPOSED WALKWAY



AREA CALCULATIONS	
	S.F.
Gross Lot Area	4,780
Street Right-of-Way	0
Net Lot Area	4,780
IMPERVIOUS CALCULATIO	NS
Existing Impervious Area	S.F.
Existing Dwelling	677
Existing Concrete Patio and Walk	503
Existing Concrete Wall	95
Total Existing Impervious	1,275
Total Existing Building Coverage	14.2%
Total Existing Impervious Coverage	26.7%
Proposed Impervious Area Lot 1	S.F.
Proposed Dwelling	810
Proposed Garage	216
Proposed Walkway	159
Total Proposed Impervious	1,185
Proposed Impervious Area Lot 2	S.F.
Proposed Dwelling	810
Proposed Garage	216
Proposed Walkway	161
Total Proposed Impervious	1,187





HCE Date

Sci

Drawing No.

**C1.0** 

RECORDER OF DEEDS	a star	DEED BK 5685 PG 011 INSTRUMENT # : 20080	24649		
MONTGOMERY COUNTY		RECORDED DATE: 03/1	12/2008 11:05:18 AM		
Nancy J. Becker One Montgomery Plaza Swede and Alry Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404 Office: (610) 278-3289 ~ Fax: (610) 278-3869		0282722-0005L			
	OFFICIAL REG	MONTGOMERY (			
Document Type: Deed		Transaction #:	Pege 1 of 5 212381 - 1 Doc(s)		
Document Date: 06/19/2007 Reference Info: DONOVAN		Document Page Count:	3		
RETURN TO: (Pickup)		Operator Id: SUBMITTED BY:	jdeal		
DONAHUERAMADAN		DONAHUERAMADAN			
* PROPERTY DATA: Parcel ID #: 05-00-03948-00- Address: 124 W FIRST AV PA 19428 Municipality: Conshohocken Be School District: Colonial * ASSOCIATED DOCUMENT(S):	E				
CONSIDERATION/SECURED AMT:	\$1.00	DEED BK 5685 PG 01187 to 0119	an 1		
TAXABLE AMOUNT:	\$0.00	Recorded Date: 03/12/2008 11:05			
FEES / TAXES: Recording Fee:Deed					
Affidavit Fee	\$46.50 \$1.50	I hereby CERTIFY that	WHAT DER'S		
Total:	\$48.00	this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.			
			Nancy J. Becker Recorder of Deeds		

# PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Digitally signed 08/06/2021 by montgomery.county.rod@kofile.com

Certified and Digitally Signed



03/12/2008 11:05:18 AM DEED BK 5685 PG 01188 MONTCO This document prepared by Name: Michael Nahas Address: 301 Grant St. Ste 4300 Pittsburgh, PA 15219 City, State, Zip: Phone: 800-514-1315 MONTGOMERY COUNTY COMMISSIONERS REGISTRY **Return To:** 05-00-03948-00-7 CONSHOHOCKEN Donahue Ramadan Name: 124 W FIRST AVE Address: 23411 Jefferson Ave, Ste 107 DONOVAN THOMAS E & MARGARET R \$5.00 St Clair Shores, MI 48080 City, State, Zip: B 008 U 025 L 1101 DATE: 03/10/2008 JO PIN: 05-00-03948-007 Above This Line Reserved For Official Use Only------**UITCLAIM DEED** Made the day of

Between THOMAS E. DONOVAN and MARGARET R. DONOVAN, his wife, of 124 W. FIRST AVENUE, CONSHOHOCKEN, PA 19428,

hereinafter called Grantor,

THE DONOVAN FAMILY TRUST, CONSHOHOCKEN, PA 19428,

dated	, of 124	4 W. FIRST	AVENUE
dated	, of 124	W. FIRST	AVENU

hereinafter called Grantee

Witnesseth, that the said Grantors in consideration of the sum of ONE and 00/100 DOLLAR paid to the Grantors by the Grantees, the receipt of which is hereby acknowledged, Grantors do remise, release, and quit-claim unto the said Grantees, or their heirs and assigns, forever.

ALL THAT CERTAIN messuage and lots or piece of ground situate in the Borough of Coshohocken, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a point on the Northeasterly side of Front Street at the distance of Two Hundred and Three and One-half feet more or less Northwestwardly from the Northerly corner of Forrest Street and Front Street, a corner of this and land now or late of Ellen Gilmore; thence along the said side of said Front Street Northwestwardly forty feet more or less to a point a corner of land now or late of Lawrence N. and Garrett J. Blanche; thence along the said land, Northeastwardly One Hundred and Twenty feet to a Twenty feet wide alley; thence along the said alley, Southeastwardly Forty feet more or less to a point a corner of land of said Ellen Gilmore, thence along the said land of Gilmore, Southwestwardly One Hundred and Twenty feet to the first mentioned point and place of beginning.

## RECEIVED OCT 24.2007



eCertified copy of recorded # 2008024649 (page 2 of 5) Montgomery County Recorder of Deeds

[1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1] [1,1

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MONTCO

This transfer is a transfer for no consideration to a trustee of an ordinary trust and is therefore exempt from the Pennsylvania Realty Transfer Tax Act as per 72 P.S. 8102-C.3(8).

With appurtenances, TO HAVE AND TO HOLD all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantors to and for the use of the said Grantees, or their heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set hand and seal the day and year first above written.

THOMAS E. DONOVA

MARCARET R. DONOVAN

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURES TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, 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 PURCHASE PROPERTY, HEREIN CONVEYED, AY BE PROTECTED FORM DAMAGE DUE TO THE 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.

onora THOMAS E. DONOVAN

RGARET KEDONOVAN



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COMMONWEALTH OF PENNSYLVANIA )
)SS: COUNTY OF MONTGOMERY )
On this the day of $\frac{1}{200}$ , before me a notary public, the undersigned officer, personally appeared THOMAS E. DONOVAN and MARGARET R. DONOVAN known to me (or satisfactorily proven) to be the person whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
NOTARIAL SEAL JAMES S. WELCH, Notary Public Bensalem Twp., Bucks County My Commission Expires February 17, 2010 Notary Public
CERTIFICATE OF RESIDENCE
We hereby certify that the precise residence of the Grantees herein is as follows: 124 W. FIRST AVENUE, CONSHOHOCKEN, PA 19428,
THOMAS E. DONOVAN and MARGARET R. DONOVAN
COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL JAMES S. WELCH. Notary Public Bensalem Twp., Bucks County My Commission Expires February 17, 2010

RECORDED
Borough of Conshohocken
Date: 12/4/07 (Um)



4

EALTH OF PER

COMMONW NNSYLVANIA DEPARTMENT OF PENNSYLVAN DEPARTMENT OF REVENUE BUREAU OF INDVIDUAL TAXES PO BOX 280603 HARRISBURG PA 17128-0603

DEALTY TO AN CEED TAY	REC
	State Tax Paid _
STATEMENT OF VALUE	Book Number

REC	ORDER'S USE ONLY
State Tax Paid _	
Book Number	5685
Page Number	1187
Date Recorded	3-12-08

## See Reverse for Instructions

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

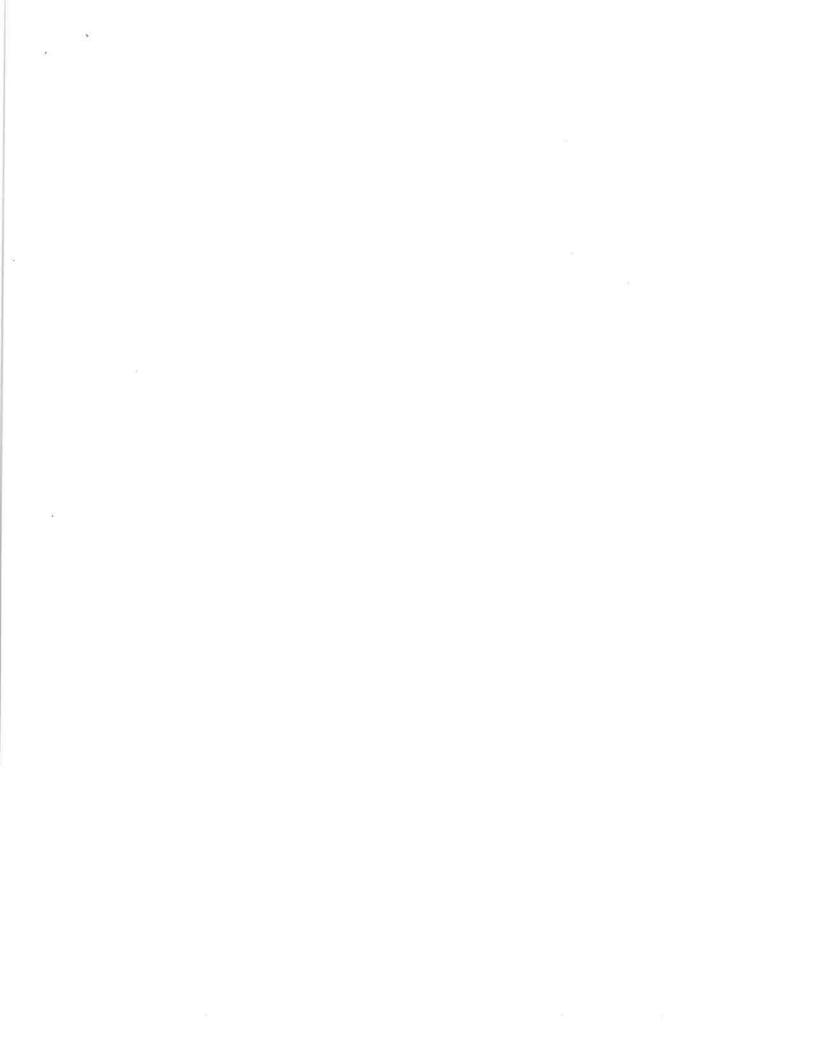
A. CORRESPONDENT - All ing	uiries may	y be directe	ed to the following	person:			
Name Michael Nahas				Telephone Nu			
Street Address			1	(800) 514-	1315		
301 Grant St, Ste 4300			City Pittsburgh		State	Zip Code 15219	
B. TRANSFER DATA				nce of Documen			
Grantor(s)/Lessor(s)			Grantee(s)/Lessee(s)	nee of bocumen		-	
THOMAS E. & MARGARET R. DO	NOVAN		THE DONOVAN F	AMILY TRUST			
Street Address			Street Address				
124 W. FIRST AVENUE	1.0.1		124 W. FIRST AV	ENUE			
CONSHOHOCKEN	State PA	Zip Code	City		State	Zip Code	
C. PROPERTY LOCATION	FA	19428	CONSHOHOCKE	N	PA	19428	
Street Address			City, Township, Boroug	h			
124 W. FIRST AVENUE			CONSHOHOCKE				
	School	2 8	1 1	Tax Parcel Number	-		
MONTGOMERY	ζ	Nonia	ul	05-00-03948-00	7		
D. VALUATION DATA							
1. Actual Cash Consideration 1.00		r Consideration		3. Total Consideration	ר		
4. County Assessed Value	+ 0.0	rU mon Level Ratio	Fasta	= 1.00			
97.580	X 1.8	11000000000000000000000000000000000000		6. Fair Market Value = $184.000$		4:	
E. EXEMPTION DATA				, ,	1,00		
1a. Amount of Exemption Claimed 100.00		centage of Intere	ast Conveyed				
2. Check Appropriate Box Below	for Examp						
Will or intestate succession	ior Exemp	Duon Claime	90				
Transfer to Industrial Develop	ment Agen	(	Name of Decedent)	(	Estate File	Number)	
	-	-					
Transfer between principal an							
Transfers to the Commonwea of condemnation. (If condemn	itth, the Uni lation or in	ted States ar lieu of conde	nd Instrumentalities by	/ gift, dedication, co of resolution )	ondemnat	tion or in lieu	
Transfer from mortgagor to a					Da as N		
	ad (Attach		erault. Monyaye buu	-to	, rage N		
Corrective or confirmatory dee     Statutory comporate consolidat					onned.	)	
	uon, merge		(Auach copy of article	es.)			
Other (Please explain exempt	ion claimed	i, if other tha	n listed above.)	5. 1775 A 14	**************************************	W. F. C. F. 100 100 1000	
4) 17							
Inder penalties of law, I declare that	i have exar	nined this St	atement including so	ompanying infe-	ation	d de dhe hard	
in my knowledge and denet, it is true	, correct ar	id complete.	A service of the serv	wompanying morm	allon, 20(	a lo (ne dest	
Signature of Correspondent or Responsible P		J		0	Date	1.1.2	
Thomas E Donov	-	Ł	marja	net kim	_ 61	15/07	

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



DEED BK 5	5685	PG	011	90.	.1

REALT



## Real Estate Purchase and Sale Agreement

NOTICE: This is a legal and binding Agreement for the purchase and sale of property. It is appropriate for most BUT NOT ALL such transactions. If this form does not appear to either Buyer or Selfer to be appropriate for a particular transaction, you are urged to discuss the purchase or sale with an attorney BEFORE YOU SIGN.

1. THIS Agreement, dated this 16th Day of April, 2021 to buy and sell real property is made between:

SELLER(s):	Donovan Family Trust, 'Seller(s)'		
ADORESS:	124 W. 1st Ave, Conshohocken, PA 19428		
BUYER:	Stack Investments, LLC and/or Assigns, 'Buyer'		
ADDRESS:	P.O. Box 185, Westtown, PA 19395		

Selier agrees to sell and Buyer agrees to buy for the purchase price and upon the terms and conditions stated herein the real property with all buildings and other improvements thereon and all appurtenances thereto, in the same condition as they were on the date of Buyer's signature.

2. REAL PROPERTY TO BE PURCHASED:

Street:	<u>124 W. 14 Ave</u>				
City:	Conshohocken	State:	<u>PA</u>	Zip: <u>19428</u>	
Described as Parcel ID #: 05-00-03948-00-7					

3. INCLUDED IN SALE: The Real Property shall include all items permanently attached to the property on the date Buyer and Seller have signed this Agreement. All personal property is excluded; unless otherwise stated as follows:

4. PURCHASE PRICE:	
Payable as follows:	
a) DEPOSIT:	(to be held in escrow at title company)
b) Balance due:	
TOTAL TO BE PAID:	

Elected

5. SETTLEMENT, OCCUPANCY, POSSESSION: Settlement to occur on or before within 30 days upon approvals received (unless such date, agreed to by Buyer and Saller, need be reasonably extended). Unless otherwise stated herein, Buyer shall receive exclusive possession and occupancy with keys on Closing Date. The Real Property shall be maintained by Seller until time of Closing and shall be transferred to Buyer, in current condition, Buyer shall have the right to a walk-through inspection of the Property within 48 hours prior to the Closing Date.

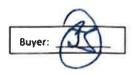
#### 6. INSPECTION/DUE DILIGENCE CONTINGENCY: \_\_X\_ Elected

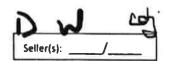
a) Property being Sold "As-Is" and inspections are for Buyer's reference only. No repairs or renovations will be expected to be completed or requested of Seller. b) Seller agrees to permit Buyer and buyer's designees to inspect the real property. If Buyer is not satisfied with the physical condition of the real property at the Buyers' sole discretion, and so notifies Seller in writing by the date specified in (a) above, then Buyer may terminate this Agreement and all deposit money will be returned to buyer. (c) This agreement is further contingent upon Buyer confirming that the township/municipality will allow and approve any additions, new construction, etc. on said property and/or premises per township code or zoning requirements AND for Buyer to obtain such approvals to sub-divide and build.

Walved

#### 7. FINANCING CONTINGENCY:

\_\_X\_\_Waived a) If Elected, financing may be either in cash/certified bank check or an approved mortgage/loan that is deemed acceptable at Buyers' sole discretion. b) Buyer's obligation is contingent upon Buyer obtaining financing as specified in this paragraph. Buyer is not obligated to provide documentation of efforts to obtain mortgage and/or acceptance/denial of mortgage/loan. c) If Buyer's choice of financing is that of obtaining an approved mortgage/loan through the lender of the buyer's discretion and is unable to obtain a written commitment by N/A and so notifies Seller in writing, this Agreement shall become null and void and any Deposits shall be immediately returned to Buyer.





Doc ID: 056ce9736c7bc1b424cfl013aa7198eeab19b4b8

8. BUYER DEFAULT: The Deposit(s) specified above shall be made at the stated times and in form of check, cash, money order, etc. payable to title company conducting settlement. If Buyer fails to comply with any Tarms of this Agreement by the time set forth for compliance and Seller is not in default, Seller shall be entitled to all initial and additional deposit funds provided for in section 4 above; whether or not Buyer has paid the same, as liquidated damages and both parties shall be relieved of further liability under this Agreement.

9. SELLER(s) DEFAULT: If Seller is able, but not willing, to meet their obligations of moving forward with the sale of said property above, as stated in this Agreement, and as no fault or causes by Buyer, and Buyer is ready and able to move forward with the sale of said property under the terms set forth in this agreement, then Buyer holds the right to seek and pursue monetary damages for breach of contract and/or file for an action for specific performance that is to be determined by the courts.

10. LEAD BASED PAINT NOTICE: The parties acknowledge that dwelling units constructed prior to 1978 may contain lead-based paint which could create a health hazard. In the event that the real property which is the subject of this Agreement consists of or contains a residential unit built prior to 1978, the parties agree that each party has received, reviewed, signed a completed Disclosure and acknowledgment Form regarding Lead-Based Paint as required by federal HUD/EPA disclosure regulations.

11. CONDITION OF PREMISES: The subject property is being sold in "As-Is" condition and no repairs are expected to be made or paid for by seller. Buyer further represents that Buyer has examined the property and is satisfied with the physical condition subject to the Inspection Contingency stated in this agreement. Seller understands and agrees to keep the condition of the premises the same as to which it is as per signing date of this agreement.

12. MARKETABLE TITLE: Title to be conveyed by Selier shall be clear and marketable as determined by the Standards of Title of the State of Pennsylvania now in force. Selier further agrees to execute such documents as may be reasonably required by Buyer's title insurance company or by Buyer's mortgage lender. Should Selier be unable to convey Clear and Marketable Title as defined herein, Buyer may accept such Title, or may reject the Unmarketable Title, receive back all Deposit money, and declare this Agreement null and void. Buyer holds the right to attempt to obtain any document(s) required by the title company to obtain a clear and insurable title, and Selier agrees to extend contract for the period of time necessary to obtain clear title.

13. ADJUSTMENTS: Real Estate Taxes will be adjusted and prorated as of the Closing Date. All other adjustments, including Association fees, fuel oil, water and sewer usage, utilities, rent, if any, and issues regarding funds at closing and unavailability of releases at closing and like matters shall be adjusted pro rata as of the Closing Date in accordance with the Residential Real Estate Closing Customs of Pennsylvania.

14. RISK OF LOSS, DAMAGE: All risk of loss or damage to said property by fire, theft, or other casualty until delivery of Deed shall be upon the Selfer. In the event of loss or damage done prior to settlement, Buyer shall have the option to accept the property or terminate this Agreement and receive back all Deposit money paid. In such case all rights and obligations of the parties under this Agreement shall terminate.

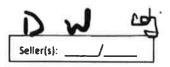
15. ASSIGNMENT/MARKETING: Seller understands and accepts that under this Agreement of Sale, the Buyer has the right to assign their interest in the subject property to another Buyer, if they so choose, prior to closing and market said property above, as they see fit (may or may not include placing property on the MLS, email/social marketing, or any other means). If Buyer exercises their right to assign this agreement, all terms and conditions will remain in full force and effect, as stated within.

16. EQUAL HOUSING RIGHTS: This Agreement is Subject to all local statutory laws prohibiting discrimination in commercial and residential real estate transactions in accordance with the laws of the State of Pennsylvania.

17. TRANSFER TAXES: Transfer taxes will be divided equally between Buyer and Seller as per normal real estate transactions in Pennsylvania unless otherwise stated as follows: Buyer agrees to pay BOTH sides of transfer taxes at settlement.

18. USE & OCCUPANCY (U&O) REQUIREMENTS: Buyer agrees and understands that they are fully responsible for ordering, paying for and/or obtaining any and all required U&O certificates, as per the township/borough/municipality in which said property above is located. This includes making and paying for any repairs/inspection items needed to obtain the final U&O Certificate.





19. ACCESS TO PROPERTY PRIOR TO CLOSING: Seller agrees to grant access to the property so Buyer can show property to business partners, inspectors, appraisers, contractors, etc. prior to closing. Buyer would prefer seller to allow a lockbox to be placed on property if possible. Buyer agrees to give at least a 24-hour notice to Seller prior to entering or visiting said property.

20. FAX/EMAIL TRANSMISSION: The parties acknowledge that this Agreement and any addenda or modification and/or any notices due hereunder may be transmitted between them by facsimile machine, e-FAX, or via email and the parties intend that a faxed document containing either the original and/or copies of the parties' signatures shall be binding and of full effect.

#### 21. ADDITIONAL TERMS/CONDITIONS:

Seller agrees to work with Buyer(s) in order to obtain any and all approvals, variances, etc. required by the Borough of Conshohocken. Buyer further agrees to apply for the variance hearing with the Board in a timely manner. No later than the June 2021 hearing if unable to secure a place for the May hearing.

22. COMPLETE AGREEMENT: This Agreement contains the entire agreement between Buyer and Seller concerning this transaction and supersedes any and all previous written or oral agreements concerning the Property. Any extensions or modifications of this Agreement shall be in writing signed by all of the parties above.

BUYER AND SELLER(S) have acknowledged receipt of, and read, this Agreement and accept the terms and conditions set forth upon signing their name below.

Buyer: Stac ts. LLC

Seller: Doris Whitman, Donovan Family Trust

Coup Languest

Seller: Carolyn Jeanquart, Donovan Family Trust

04 / 19 / 2021

Date

04 / 18 / 2021

Date

## ASSIGNMENT OF CONTRACT AGREEMENT

In consideration of total sum of	'Assignment Fee', Stack Investme	ents, LLC, (Assignor) hereby assigns and
otherwise transfers to	EELI IIC	(Assignee), all rights, title,
and interest held by Assignor in a	ind to the contract described as follows:	

Original Agreement of Sale dated April 16, 2021, between Stack Investments, LLC and/or Assigns and Donovan Family Trust, and concerning the property located at:

## 124 W. 1<sup>st</sup> Ave, Conshohocken, PA 1948

Assignor warrants and represents that said contract is in full force and effect and is fully assignable. Assignor further warrants that it has the full right and authority to transfer said contract and that contract rights herein transferred are free of lien, encumbrance, or adverse claim. Said contract has not been modified and remains on the terms contained therein.

Assignee hereby assumes and agrees to perform all remaining obligations of Assignor under the contract and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee. Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

Settlement shall take place On or Before: within 30-60 days of obtaining approvals

Assignee has/w	ill submit a deposit (within 2 days) in the amount of \$1,000 to be held in title company escrow
account at	Knights Abstract

## IT IS HEREBY ACKNOWLEDGED BY ASSIGNEE THAT THIS ASSIGNMENT AGREEMENT AND ORIGINAL AGREEMENT OF SALE IS NOT ASSIGNABLE BY ASSIGNEE WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF ASSIGNOR, AUTHORIZATION OF WHICH MAY BE WITHHELD FOR ANY REASON BY ASSIGNOR.

## Other terms:

- Buyer understands and agrees to apply for and incur all costs associated with zoning hearing board approvals for zoning change as well as land development to establish 2 buildable lots, immediately upon execution of this agreement, to be placed on the June 2021 hearing schedule with Conshohocken Borough.
- Buyer agrees to legal representation for zoning hearing board and land development of subject property
- Seller agrees to allow buyer to perform site tests and inspections as per land development and borough
  requirements for submission. Buyer holds Seller harmless for any/all liability while entering subject property.
- Settlement to take place within 30-60 days of final recording of approvals.

This Assignment shall become effective as of the date last executed and shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

	NO	1	
Assignor - S	stackinves	tments, LLC	S
	DocuSig	and the state of t	
Angleroo	EEU B27COAD	W	

4/19/2021 | 4:23 PM EDT

Date

Assignee -

## BEFORE THE ZONING HEARING BOARD OF CONSHOHOCKEN

## IN RE: APPLICATION OF CTB HOLDINGS.

#### REGARDING

## 124 WEST 1ST AVENUE STREET

#### DECISION OF THE BOARD

#### I. <u>HISTORY</u>

On or about June 13, 2016, CTB Holdings., (hereinafter called "Applicant"), filed the within Appeal seeking variances from the terms of Sections 27-1105(E), and 27-1105(G), of the Conshohocken Borough Zoning Ordinance of 2001 (together with all amendments thereto, the "Zoning Ordinance"), seeking permission to subdivide the lot into two lots and construct two single family attached dwellings on the property located 124 West 1st Ave., Conshohocken, Pennsylvania (hereinafter called "Subject Property").

After notice was duly given and advertised, a hearing was held on said Appeal at Borough Hall on July 18, 2016 at 7:00 p.m.

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

P-1 – Public Notice of the Case.

P-2 – Zoning Application.

P-3 - Plans.

P-4 – Contract and County Record.

A-1 - Photograph.

A-2 - Google Earth Photograph.

A-3 – Survey of Lots.

A-4 – Sketch.

{00504164;v1}

A-5 - Three Letters of Support.

A-6 – Binnie Bianco Letter.

J-1 – Seven Photographs.

J-2 – Petition.

B-1 – Petitions.

B-1 – Picture Board.

### **II.** FINDINGS OF FACT

1. The Subject Property is located at 124 West 1<sup>st</sup> Avenue, Conshohocken, Pennsylvania in the Borough Residential Two Zoning District.

2. The Subject Property is owned by the Donovan Family Trust ("Owners").

3. The Applicant was represented by John Adam DiPietro, Esquire at the hearing.

4. During the hearing Ms. Batchler and Mr. Januzelli were granted party status.

5. The Applicant is requesting two dimensional variances from the terms of the Ordinance.

6. The Applicant proposes to subdivide the Subject Property into two lots and construct two single family attached dwellings.

7. The Applicant requests to have a four foot side yard where seven feet is required by the Ordinance.

8. The Applicant also requests to allow lot 2 of the proposed plan to have 47.5 percent building coverage where 40 percent is required.

9. The Subject Property is 142 years old.

{00504164;v1}

10. Mr. DiPietro called Mr. Charles Borkowski to testify. Mr. Borkowski testified to the following:

- a. He is the equitable owner of the Subject Property.
- b. He is the principal owner of CTB Holdings.
- c. The house on the Subject Property is currently vacant.
- d. The Subject Property is in need of renovations due to age, termite damage and foundation issues.
- e. He examined the possibility of rehabbing the Subject Property, but it is not economically feasible to rehab the property due to the costs involved.
- f. He proposes to demolish the existing dwelling and build two attached housing
- units. One house will be lot 1 and the other will be lot 2.
- g. The Subject Property has a 40 foot wide width fronting 1<sup>st</sup> avenue.
- h. Most of the lots on the first 100 block of 1<sup>st</sup> avenue have only 13 feet fronting the street.
- i. The applicant proposes to raze the existing dwelling down to the party wall and reconstruct two 18 foot by 45 foot townhomes.
- j. He has spoken to Mr. Januzelli, who lives in the dwelling attached to the Subject Property, and Mr. Borkowski has agreed to indemnify Mr. Januzelli for any damage the construction causes to Mr. Januzelli's property.
- k. A majority of the properties in the neighborhood have side yard setbacks of zero feet.
- 1. The proposed four foot setback would be greater than a majority of setbacks in the neighborhood.

- m. He believes this project fits the character of the neighborhood.
- n. He spoke to other developers who were unable to utilize the property due to economic feasibility issues with the costs of repairing the vacant home on the Subject Property.
- o. He believes the variances are the minimum relief needed to make the site useable, effective and viable.
- p. If the property had a 7 foot setback, that would then require relief for minimum dwelling size.
- q. He also spoke to Ms. Cynthia Batchler, who owns the property next to the Subject Property.
- 11. During the public questioning of Mr. Borkowski, Ms. Batchler asked him some questions regarding snow and water runoff on the subject property.
- 12. During public comment, Mr. Januzelli stated his concerns with the project and how the demolition of the Subject Property might affect the structural integrity of his house, since it is connected to the Subject Property.
- 13. Mr. Januzelli also provided the Board with a Petition in opposition to the application.
- 14. Ms. Batchler also stated her opposition to the project. Ms. Batchler has concerns with snow removal along with the structural integrity of her house.
- 15. Ms. Batchler also provided the Board with a Petition in opposition to the application.
- 16. Two neighbors, Mr. Barnes and Mr. McGovern, stated that they were in favor of the application as the project would be an improvement over the current state of the subject Property.

#### III. DISCUSSION

The Applicant is requesting two variances from the terms of Section 27-1105(E) and (G). Section 27-1105 is titled "Permitted Use Dimensional Standards" and states the following are permitted in the Borough Residential Two Zoning District:

"The following standards shall apply to all permitted uses in the BR-2 District.

A. The minimum lot size shall be 3,500 square feet for single-family detached dwellings; 2,500 square feet for single-family semidetached dwellings per individual dwelling unit; 1,800 square feet per unit for single-family attached dwellings; and 5,000 square feet for two family detached dwellings.

B. The minimum lot width shall be 40 feet for single-family detached dwellings; 25 feet for single-family semidetached dwellings; 18 feet per unit for single-family attached dwellings; and 50 feet for two-family detached dwelling.

C. 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.

D. The minimum rear yard setback shall be 25 feet.

E. The minimum side yard setback shall be five feet for each side for a single-family detached dwellings. Semidetached dwellings shall have a five-foot side yard setback for the side not sharing a common wall. The minimum side yard setback of a two-family detached or the end unit of a single-family attached dwelling shall be seven feet.

F. Not more than eight single-family attached dwelling units per series shall be permitted.

G. The maximum building coverage shall not exceed 40% of the lot area.

H. The maximum impervious coverage shall not exceed 60% of the lot area. A minimum of two permanent rear off-street parking spaces per single-family dwelling measuring nine feet by 18 feet may be excluded from the impervious coverage calculation. Such spaces will be subject to review by the Borough Engineer to determine that there are no adverse effect related to drainage and stormwater management. The cost of the engineering review will be born by the homeowner. I. The maximum building height shall not exceed 35 feet.

J. The minimum building width shall be 18 feet."

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

The requested variances are dimensional in nature. In such situations, the Supreme Court of Pennsylvania has stated, "the owner is asking only for a reasonable adjustment of the zoning regulations in order to utilize the property in a manner consistent with the applicable regulations." <u>See Hertzberg v. Zoning Board of Adjustment of City of Pittsburgh</u>, 721 A.2d 43, 47 (Pa. 1998). Thus, the Pennsylvania Supreme Court has stated, the level "of proof required to establish unnecessary hardship is indeed lesser." <u>See id.</u> at 48. As the testimony and evidence presented to the Board in this case have shown, the Project appears to attempt to accommodate both a positive use of the Property with minimal relief being requested.

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

The requested variances will not adversely affect the public interest.

#### IV. CONCLUSIONS OF LAW

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

1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the property, and that the unnecessary hardship is due to such condition, and not the circumstances or conditions generally created by the provisions of the Ordinance in the neighborhood or district in which the property is located;

2. That because of such physical circumstances or conditions there is no possibility that the property can be developed in strict conformity with the provisions of the Ordinance and that the authorization for the variances are therefore necessary to enable the reasonable use of the Subject Property; 3. That the variances will not alter the essential character of the neighborhood or district in which the Subject Property is located, nor substantially or permanently impair the appropriate use or development of the adjacent property, or be detrimental to the public welfare;

4. That the unnecessary hardship has not been created by the Applicant; and,

5. That the variances will represent the minimum variances that will afford relief and will represent the least modification possible under Section 27-611 of the Zoning Ordinance.

## **ORDER**

AND NOW, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2016, the Appeal of CTB Holdings, seeking Variances from Sections 27-1105(E) and (G), seeking permission to subdivide the lot into two lots and construct two single family attached dwellings on the Subject Property is GRANTED subject to the following condition:

The Applicant is directed to apply to the Borough Zoning Officer/Building Inspector to obtain any appropriate permits.

## CONSHOHOCKEN ZONING HEARING BOARD

Richard D. Barton, Chairman

Jam's B. Vacca – voted against the application

Rus ardamone.

Mark S. Danek- recused himself



Kellie A. McGowan, Esquire Direct Dial: 215-606-0181 kellie.mcgowan@obermayer.com www.obermayer.com Obermayer Rebmann Maxwell & Hippel LLP 10 S. Clinton Street, Suite 300 Doylestown, PA 18901-4640 P: 215-606-0760 F: 215.348-1804

October 13, 2021

## VIA ELECTRONIC CORRESPONDENCE

Stephanie Cecco, Manager Conshohocken Borough 400 Fayette Street, Suite 200 Conshohocken, PA 19428 <u>scecco@conshohockenpa.gov</u>

## Re: Application of EELI LLC – 124 W. First Avenue, Conshohocken Borough TMP No. 05-00-03948-00-7

Dear Stephanie:

On behalf of Applicant, EELI LLC, please accept this letter granting an extension of time for the Zoning Hearing Board to conduct a hearing on the above referenced application. This letter constitutes Applicant's waiver of all applicable time-periods under the Pennsylvania Municipalities Planning Code, through and until October 31, 2021.

Please do not hesitate to contact me with any questions or if you require additional information. Thank you for your courtesies.

Sincerely,

Leeie theguna

Kellie A. McGowan

KAM/al

cc: Bill Laphen – <u>billaphen@gmail.com</u> Michael E. Peters, Esquire – <u>mpeters@eastburngray.com</u>



## BOROUGH OF CONSHOHOCKEN

Office of the Borough Manager

Zoning Administration

BOROUIGH COUINCIL Colleen Leonard, President Tina Sokolowski, Vice-President Robert Stokley, Member Anita Barton, Member James Griffin, Member Kathleen Kingsley, Member Karen Tutino, Member

Yaniv Aronson, Mayor

Stephanie Cecco, Borough Manager

Date:	October 12, 2021
То:	Stephanie Cecco, Brittany Rogers
From:	Eric P. Johnson, PE
Re:	124 W. 1st Ave - Zoning Determination

## History of the Site:

124 W. 1<sup>st</sup> Ave is a 4,780 square-foot (SF) property located in the Borough Residential 2 (BR-2) Zoning District. The property is currently developed with a single-family attached dwelling and related improvements.

In 2016, the Zoning Hearing Board granted variances from Zoning Code Section 27-1105.E and G to permit a reduced side yard setback of 3 feet and a building coverage of 47.7%. The prior applicant, CTB Holdings, failed to obtain the required permits and the zoning relief expired.

## **Current Request:**

The applicant, EELI, LLC, proposes to subdivide the subject property into 2 lots, demolish the existing attached dwelling, and construct a new attached dwelling on each lot. In connection with the proposed development, the applicant is seeking 2 variances. The first is from Zoning Code Section 27-1105.E to permit a side yard setback of 4.1 feet whereas 7 feet is required. The second is from Zoning Code Section 27-1105.G to permit a building coverage of 47.7% whereas a maximum of 40% is permitted.

## **Zoning Determination:**

Per §27-1105.E, the minimum required side yard setback for the end unit of a single-family attached dwelling is 7 feet. The proposed dwelling on Lot 1 is considered the end unit of the attached dwellings, requiring a minimum side yard setback of 7 feet. The applicant's proposed side yard setback of 4.1 feet would require a variance.

Per §27-1105.G, the maximum building coverage shall not exceed 40% of the lot area. The applicant's proposed Lot 2 building coverage of 47.7% would require a variance.

Although not part of the application before the Zoning Hearing Board, the applicant should take note of the minimum required accessory structure setback of 3 feet as outlined in Zoning Code Section 27-811.B for the garages identified on the site plan included in the application.