



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

COMMISSIONERS

James M. Lee
President

Baird M. Standish
Vice President

Peter D. Wilson
Michael E. Maxwell
Jonathan C. Cobb
Susanna O. Ratsavong
Brendan May

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Timothy P. Woodrow, PE
Engineer

Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

Monday, July 24, 2023, at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #23-15: This is the application of **Kunal & Shraddha Babariya**, owners of the property located at 1715 Starr Lane, Glenside, PA 19038, known as Parcel #5200-1851-5072. The applicants have requested a variance from Section 114-45. D, as defined by Section 114-42. B of the Springfield Township Zoning Ordinance. The applicants have requested approval to construct a deck addition to the rear of the existing single-family dwelling that will increase the building coverage on the property to 18.19% of the total lot area. The maximum permitted building coverage for this zoning district is 15%. The property is zoned within the AA-Residential District of Ward #7 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website @springfieldmontco.org.

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

THERE IS A 30-DAY PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30-DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

Springfield Township
Montgomery County
Received

JUN 27 REC'D

Community Development
Department

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038

NO. 23-15

DATE: 06²⁷~~22~~/2023

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We Kunal Babariya and Shraddha Babariya
(Name of Applicant)

Of (Address) 1715 Starr Lane, Glenside

(Telephone No.) 717-781-5299

do hereby make application before the Springfield Township Zoning Hearing Board to request:

_____ An **appeal** from the decision of the Zoning/Building Official.

_____ A **special exception** as provided for in Article _____, Section _____,
Subsection _____, of the Springfield Township Zoning Code.

A **variance** from the requirements set forth in Article IV, Section 114,
Subsection 45.D, of the Springfield Township Zoning Code.

_____ Other (please specify) _____

The property concerned is located at 1715 Starr Lane, Glenside

Petitioner's Interest in the property is Homeowners

Present use of property Residential - Single family detached home

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

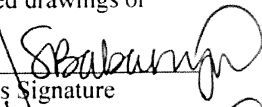
Please see **Attachment A** for Explanation of Petition

APPLICANT NOTE: Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

Check # 26199
\$500.00
Case # 23-15

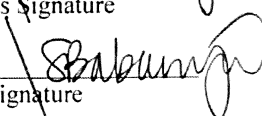
Kunal Baban 4

Applicant's Signature



Kunal Baban 4

Owner's Signature



Do not write in this space.

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

TOWNSHIP OF SPRINGFIELD
COMMUNITY DEVELOPMENT
ZONING INFORMATION AND FEE SCHEDULE

NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP

Application Procedures

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (8) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

KUNAL BABARIYA / Shraddha Babariya
Printed Name of Applicant

Kunal Babariya 6/22/23 / *[Signature]* 6/22/2023
Applicant's Signature and Date

Attachment A - Explanation of Petition

1. We are requesting relief from the Zoning Hearing Board to construct a 564 sq ft deck with an additional 70sq ft for steps and landing to grade. The addition of this deck with the proposed steps and landing, will increase our building coverage to 18.19%, where we are permitted to have 15%.
2. I am requesting the Zoning Hearing Board grant our request variance relief from Section 114.45.D of the Springfield Township Zoning Code to permit a building coverage of 18.19%, due to the hardship outlined below. This is 3.19% over the permissible building coverage currently permitted of 15%.
 - o The relief being requested is de minimis due to the proposed building coverage being only a minor deviation from the zoning ordinance and rigid compliance with the ordinance is not necessary for the preservation of the public interest sought to be protected by the ordinance.
3. Our property (1715 Starr Lane) is part of a neighborhood (Falcon Hill Estates), in which properties have been further developed by adding decks to the houses. Our house was built on a relatively smaller sized lot and there is only 42 sq ft of extra building coverage available. The Comprehensive Plan states that it is a goal to balance the rights of property owners. By only having the ability to have a 42 sq ft deck, we have no ability to have the same sized deck as our neighbors and are prevented from the reasonable use of our property. Our deck builder (Stump's Decks and Porches) has built several other decks in the neighborhood. 3 of those decks average about 540 sq ft, and other decks (built by other builders) being larger than 564 SF. Our proposed deck size is marginally above 540 sq ft excluding the 70 sq ft steps and landing that are necessary for navigating to and from the deck.
4. We did not create this hardship. We were involved in choosing the style and design of their house, but we did not know that this would impact any future ability to have a deck size the same as that within the range of their neighbors. The proposed deck would allow us to only have a balanced use and fair development of our property but the property would have a more harmonious design compared to other neighbors in the development by having a 564 sq ft deck (excluding steps and landing) in the back of house.
5. The construction of a suitably designed 564 sq ft deck excluding steps and landing, would present my wife (a first-time homebuyer), and my elderly parents (who live with us) with a less abrasive situation than having to be constrained to a deck that does not exceed, or barely exceeds, the 15% building coverage limit.
6. Other residences in our area are permitted to construct similar projects and dimensional variances were approved. In addition, our neighbors are in favor of our proposed deck (attached are approval letters)
 - o Case# 22-08
 - o Daniel and Megan Bangert, of 8401 Henry Way, Glenside, PA 19038
 - o Approved on April 26, 2022

 - o Case# 21-20 and 21-21
 - o Bebe Pisani, of 811 and 813 Pleasant Ave Wyndmoor, PA 19038
 - o Approved on 27th September 2021

 - o Case #21-02
 - o McDonnell, of 1601 Walnut Ave, Orelan, PA
 - o Approved on 27 April 2021

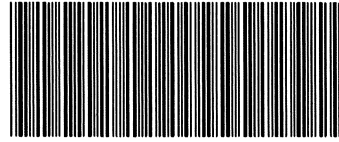
 - o Case 21-23
 - o Buck, of 7 Erdenheim Road Erdenheim, PA
 - o Approved on 25 October 2021
7. Therefore, we believe that adding an additional 3.19% will not contradict the intended zoning/use of this property and qualifies for variance relief as outlined in the Pennsylvania Municipalities Planning Code.



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 6264 PG 00545 to 00548
INSTRUMENT # : 2022011099
RECORDED DATE: 01/27/2022 02:12:30 PM



6053622-0021K

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE


Page 1 of 4

Document Type: Deed	Transaction #: 6496177 - 2 Doc(s)
Document Date: 09/30/2021	Document Page Count: 3
Reference Info:	Operator Id: JSorg
RETURN TO: (Simplifile) Edge Abstract 55 Commerce Drive Wyomissing, PA 19610 (610) 378-5520	PAID BY: EDGE ABSTRACT
* PROPERTY DATA:	
Parcel ID #: 52-00-18515-07-2	
Address: 1715 STARR LN	
	PA
Municipality: Springfield Township (100%)	
School District: Springfield	
* ASSOCIATED DOCUMENT(S):	

CONSIDERATION/SECURED AMT:	\$1,082,098.00
TAXABLE AMOUNT:	\$1,082,098.00
FEES / TAXES:	
Recording Fee:Deed	\$86.75
State RTT	\$10,820.98
Springfield Township RTT	\$5,410.49
Springfield School District RTT	\$5,410.49
Total:	\$21,728.71

DEED BK 6264 PG 00545 to 00548
Recorded Date: 01/27/2022 02:12:30 PM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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

Prepared by and Return to:

Crescent Abstract, LLC
1221 West Chester Pike, Suite 100
West Chester, PA 19382
(800) 939-6491

File No. **CRF21-134**

Parcel No. 52-00-18515-07-2 (New)

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
52-00-18515-07-2 SPRINGFIELD TOWNSHIP
1715 STARR LN
FOXLANE HOMES AT LAVEROCK LLC \$15.00
B 066F L 24 U 024 2103 01/07/2022 HW

Premises:

1715 Starr Lane
Glenside, PA 19038
Montgomery County

This Indenture, made the 30th day of September, 2021,

Between

Foxlane Homes at Laverock, LLC, a Pennsylvania Limited Liability Company (hereinafter called the Grantors), of the one part, and

Kunal Babariya and Shraddha Babariya, husband and wife, as tenants by the entirety (hereinafter called the Grantees), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of ONE MILLION EIGHTY TWO THOUSAND NINETY EIGHT AND 00/100 (\$1,082,098.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, 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 Grantees as tenants by the entirety.

ALL THAT CERTAIN tract or parcel of ground situate in Springfield Township, Montgomery County, Pa. as shown on Subdivision and Land Development Plan for Laverock Springfield prepared for Fox Lane Homes at Laverock dated 8/19/2020 and recorded 9/8/2020 in Plan Book 53 Page 461 as follows to wit:

Beginning at a point on the Northwesterly side of Starr Lane a corner of this and lot number 23 on the above plan; thence along lot 23 North 53 degrees 52 minutes 05 seconds West 185.00 feet to a point a corner of Lots 23, 21 and 15; thence extending along Lot No. 15 North 36 degrees 07 minutes 55 seconds East 100.00 feet to a point a corner of lot No. 25 on the above plan; thence along Lot 25 South 53 degrees 52 minutes 05 seconds East 185.00 feet to a point on the aforesaid side of Starr Lane; thence extending along Starr Lane South 36 degrees 07 minutes 55 seconds West 100.00 feet to a point a corner of Lot No. 23 aforesaid, the first mentioned point and place of beginning.

BEING LOT NUMBER 24.

Being part of the same premises which Hansen-Lloyd, LP by Deed dated 8/26/2020 and recorded 9/8/2020 in Montgomery County in Deed Book 6192 Page 1269 conveyed unto Foxlane Homes at Laverock, LLC., in fee.

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

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

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs 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 Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will specially warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

Section 114-42: AA-residential
Lot & Building Standards

B. Building area. The building area shall not exceed 15% of the lot area.

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

Sealed and Delivered

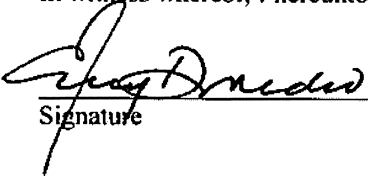
IN THE PRESENCE OF US:

_____ Foxlane Homes at Laverock, LLC,
 a Pennsylvania Limited Liability Company
 By: _____
 Joseph P. Morrissey, Manager

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF Montgomery

On this, the 30th day of September, 2021, before me, the undersigned officer, personally appeared Joseph P. Morrissey, who acknowledged himself (herself) to be the Manager of Foxlane Homes at Laverock, LLC, a Limited Liability Company, and that he (she) as such Manager, being authorized to do so, executed foregoing instrument for the purpose therein contained by signing the name of the Limited Liability Company by himself (herself) as Manager.

In witness whereof, I hereunto set my hand and official seals.

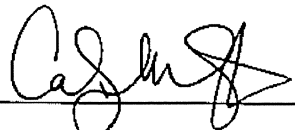


 Signature

Commonwealth of Pennsylvania - Notary Seal
AMY I. DeMEDIO, Notary Public
Bucks County
My Commission Expires April 28, 2024
Commission Number 1241606

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

1715 Starr Lane, Glenside, PA 19038



 On behalf of the Grantees

June 21, 2023

To: Springfield Township

Re: Approval for Variance at 1715 Starr Lane, Glenside

We gladly give approval for the planned deck project proposed by our neighbors at 1715 Starr Lane.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Bangert". The signature is fluid and cursive, with the first name "Dan" being more prominent than the last name "Bangert".

Name(s): Dan Bangert

Address: 8101 Hurry Way

Phone Number:

610-513-9670

June 21, 2023

To: Springfield Township

Re: Approval for Variance at 1715 Starr Lane, Glenside

We gladly give approval for the planned deck project proposed by our neighbors at 1715 Starr Lane.

Sincerely,



Name(s): BILAL A. KHAN

Address: 8415 HENRY WAY, GLENSIDE, PA 19038

Phone Number: 215 205 6777



June 21, 2023

To: Springfield Township

Re: Approval for Variance at 1715 Starr Lane, Glenside

We gladly give approval for the planned deck project proposed by our neighbors at 1715 Starr Lane.

Sincerely,

Keith Williams & Elyse Williams
 

Name(s): 1713 Starr Lane Glenside, PA 19038

Address:

Phone Number: (201) 741-5265

June 21, 2023

To: Springfield Township

Re: Approval for Variance at 1715 Starr Lane, Glenside

We gladly give approval for the planned deck project proposed by our neighbors at 1715 Starr Lane.

Sincerely,



Name(s): David + Kristen Glaghaon

Address: 1716 Starr Lane, Wyndmoor PA

Phone Number: 215-350-3089

- LEGEND:**
- FF AS-BUILT FINISHED (FIRST) FLOOR
 - TF AS-BUILT TOP OF FINISH (FOUNDATION)
 - WF AS-BUILT GARAGE FLOOR AT WEATHER LIP/EDGE OF PAVE
 - BF AS-BUILT BASEMENT FLOOR



BUILDER/APPLICANT:
 FALCON HILL ESTATES LLC
 1243 EASTON ROAD, SUITE 205
 WARRINGTON, PA 18976

GRAPHIC SCALE: 1 INCH = 30 FEET

ZONING DATA (PER APPROVED SUBDIVISION PLAN):

DATA OBTAINED FROM SPRINGFIELD ZONING ORDINANCE CHAPTER 114, AS AMENDED; REFERENCE ARTICLE IV, SECTIONS 140-145.
 DISTRICT CLASSIFICATION - "AA" DESIGN ALTERNATIVE - RESIDENCE DISTRICT
 PROPOSED USE: SINGLE FAMILY DETACHED DWELLING

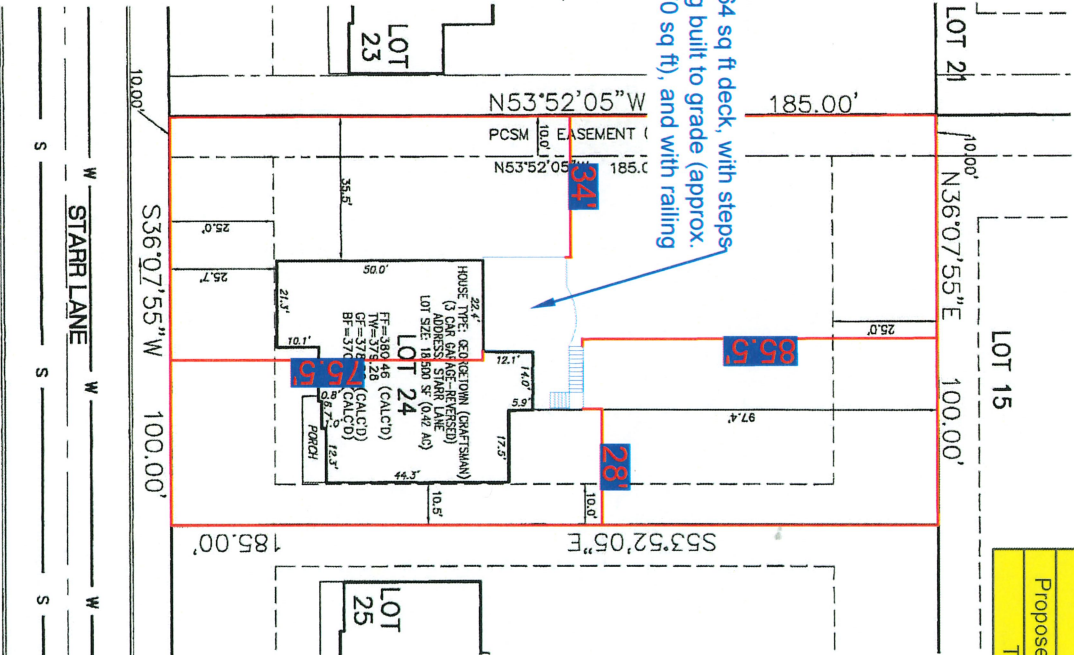
MINIMUM LOT AREA:	REQUIRED	PROVIDED
8,000 SF	8,000 SF	18,500 SF
MINIMUM LOT WIDTH:	100 FT	100 FT
MINIMUM FRONT YARD SETBACK:	25 FT	25.7 FT
MINIMUM SIDE YARD SETBACK:	10 FT	10.5 FT
MINIMUM REAR YARD SETBACK:	25 FT	97.4 FT
MAXIMUM BUILDING COVERAGE:	15%	14.8% (2,732 SF)
MAXIMUM IMPERVIOUS COVERAGE:	30% OR N/A*	N/A

*MAXIMUM IMPERVIOUS COVERAGE IS DETERMINED ON A LOT BY LOT BASIS USING THE FORMULA FOR THE AVERAGE STEEP SLOPE (ORD. SECT. 114-12B3.A)

GENERAL NOTES:

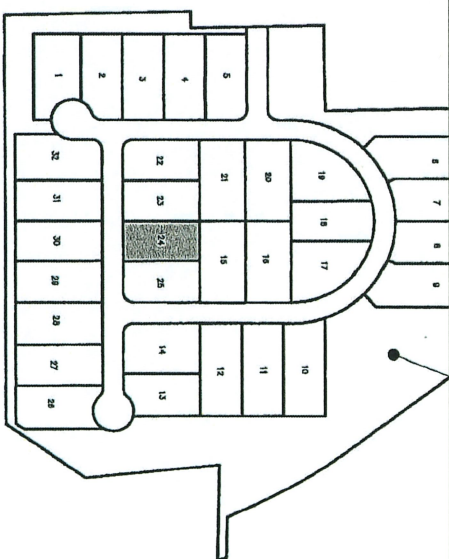
- SITE INFORMATION SHOWN HEREON IS TAKEN FROM PLANS FOR "LAYEROCK SPRINGFIELD" PREPARED BY HIBBELT ENGINEERING COMPANY, L.L.C. CONSULTING ENGINEERS, DATED OCTOBER 13, 2017, LAST REVISED JULY 17, 2020.
- PLAN PURPOSE IS TO INDICATE BUILDING FOUNDATION LOCATION AND ELEVATIONS AS DERIVED FROM A FIELD SURVEY PERFORMED BY VCEA ON MAY 10, 2021.

Proposed 564 sq ft deck, with steps and landing built to grade (approx. 70 sq ft), and with railing



Stump's Decks and Porches Coverage Calculations

Lot size	18500
Existing house	2732
Proposed deck	564
Proposed steps and landing to grade	70
Total building coverage	3366 (18.19%)



LOCATION MAP
 SCALE: 1" = 300'

REVISION	DATE	JOB NO.
1	MAY 11, 2021	1901SPM

BY: *David H. Artman* 5-11-21
 DAVID H. ARTMAN, P.A. PLS. No. SU-051039-E



WITH OFFICES IN
 N.J., PA & DE

Van Cleef
 ENGINEERING ASSOCIATES
 201 NORTH MAIN STREET, DOVER TOWNSHIP, PA 18901
 EMAIL: DAVE@VANCLEEFENGINEERING.COM
 PHONE: (610) 345-1079 FAX: (610) 345-1700

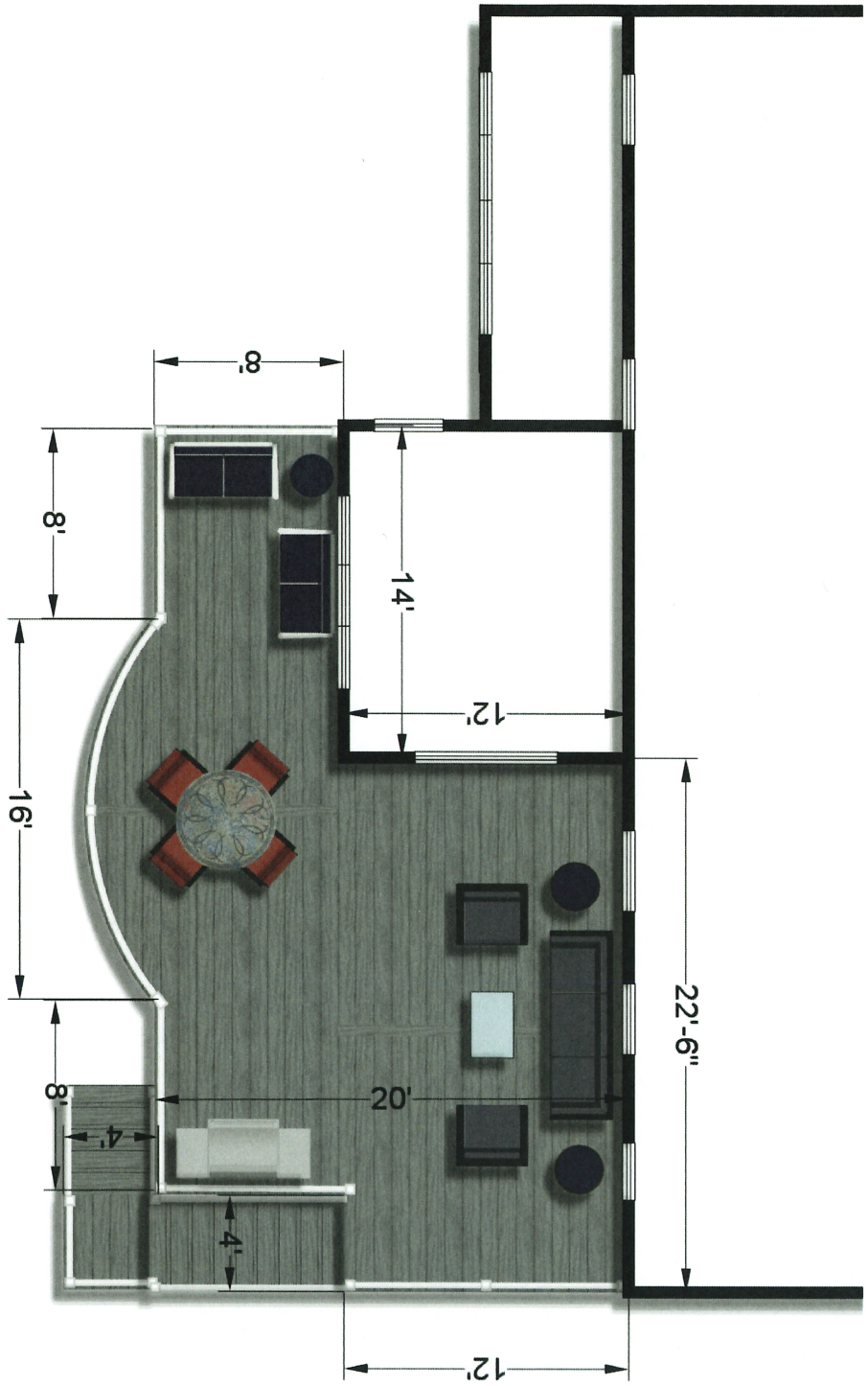
FOUNDATION AS-BUILT PLAN

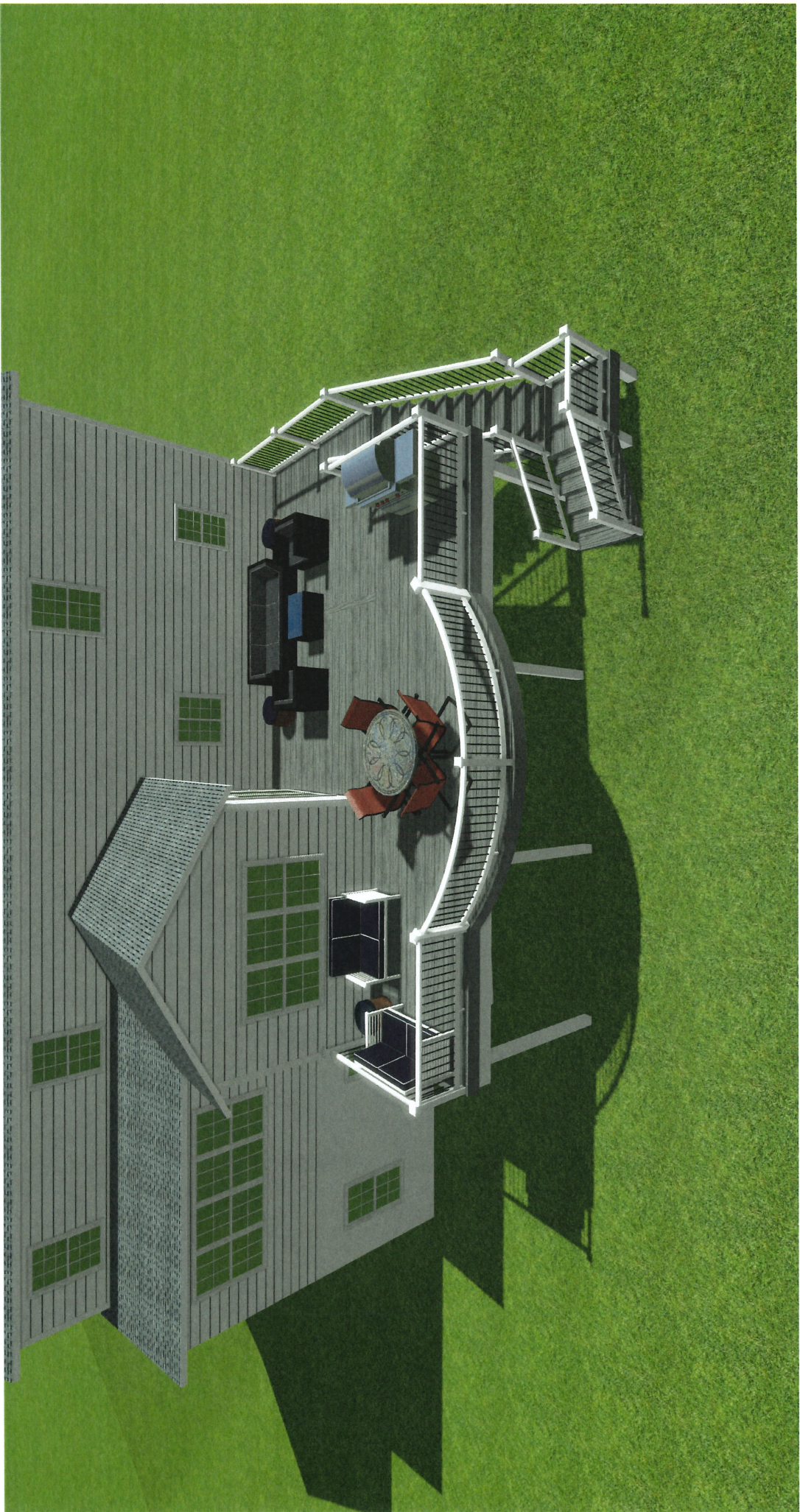
FOR LOT 24

FALCON HILL ESTATES AT WYNDMOOR
 (FORMERLY LAYEROCK SPRINGFIELD)
 SPRINGFIELD TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA



560 sq/ft Deck









The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

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Phone: 215-836-7600

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COMMISSIONERS

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Engineer

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Monday, July 24, 2023, at 7:00 p.m. at which time a public meeting will commence on the following application:

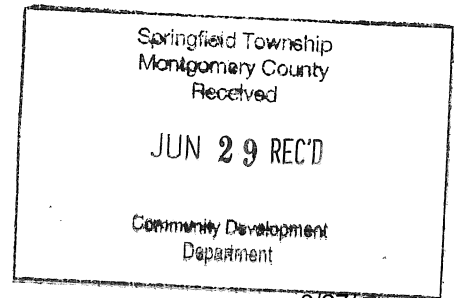
Case #23-16: This is the application of **Alloy Wheel Repair**, applicant of the property located at 1123 Ivy Hill Road, Wyndmoor, PA 19038, known as Parcel #5200-0948-1007. The applicant has requested a variance from Section 114-144. A. 2 of the Springfield Township Zoning Ordinance. The applicant seeks approval to install a second free standing sign on the property. The site is limited to one free standing sign not to exceed 25 square feet. The property currently has a 24 square foot free standing sign for the existing daycare business on the site. The applicant proposes to install a second 24 square foot sign on the opposite side of the entrance drive from the existing sign. The property is zoned within the Industrial and Limited Industrial District of Ward #5 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website [@springfieldmontco.org](http://springfieldmontco.org).

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

THERE IS A 30-DAY PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30-DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038



NO. 23-16

DATE: 6/27/23

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We Alloy Wheel Repair c/o Ms. Christina Walker
(Name of Applicant)

Of (Address) 1157 Bramblewood Court, Pottstown, PA 19464

(Telephone No.) 215-450-1160/610-970-8768

do hereby make application before the Springfield Township Zoning Hearing Board to request:

 An **appeal** from the decision of the Zoning/Building Official.

 A **special exception** as provided for in Article , Section ,
Subsection , of the Springfield Township Zoning Code.

 X A **variance** from the requirements set forth in Article 114, Section 144,
Subsection A.2, of the Springfield Township Zoning Code.

 Other (please specify)

The property concerned is located at 1123 Ivy Hill Road, Philadelphia, PA 19150

Petitioner's Interest in the property is Lease Holder

Present use of property Wheel Repair

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

We seek approval to install a second ground mounted sign on the property, not to exceed 24 square feet. The property currently has a 24 square foot free standing sign for Little Bird Nursery, that occupies the front tenant space of our building. The second sign has been requested to allow our business "Alloy Wheel Repair" to install a ground mounted sign along our street frontage. The additional sign will help reduce circulation traffic and provide our customers and deliveries direction in locating our shop, which is located in the rear tenant space of the building.

APPLICANT NOTE: Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

check # 2423
\$1200.00
Case # 23-16

Christina Walker
Applicant's Signature
John C Cowley
Owner's Signature

Do not write in this space.

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

**TOWNSHIP OF SPRINGFIELD
COMMUNITY DEVELOPMENT
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

Application Procedures

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

Christina Walker

Printed Name of Applicant

Christina Walker

Applicant's Signature and Date

Section 114-144
Ground Signs.

(1) When permitted. A ground sign is permitted only if the building which it serves to identify is set back more than 15 feet from the street curb or edge of street.

(2) Quantity.

(a) Quantity shall be limited to only one per lot, including a lot containing frontage on two or more streets. For a property which contains more than 300 linear feet of front footage, one sign will be permitted for every 300 linear feet of front footage or portion thereof.

[Amended 7-8-1992 by Ord. No. 788]

(b) Where two or more persons, agencies or establishments are located in a place or location common to all, such as a shopping center or an office complex, or where separate facilities share a common parking area, only one ground sign shall be permitted per street frontage or 300 linear feet or part thereof of street frontage.

(3) Sign area. The maximum area of a ground sign shall not exceed the maximum area listed in the Schedule of Sign Regulations.^[2]

[2]

*Editor's Note: The Schedule of Sign Regulations is **included at the end of this chapter.***

(4) Height. The maximum height of a ground sign shall be as specified in the Schedule of Sign Regulations and shall be measured vertically from the ground at the base of the sign to the top of the sign or its structural support, whichever is higher.

(5) Setback. The setback of a ground sign is the shortest horizontal measurement from the edge of the paved area of the road or side yard property line to the sign. The minimum setback distance shall be equal to the height of the sign, provided that the sign shall not encroach into the right-of-way nor obstruct sight distance for ingress or egress.

(6) Construction. All ground signs, located in a paved area, except in residential areas, must be protected from vehicular damage by a curb and planter.

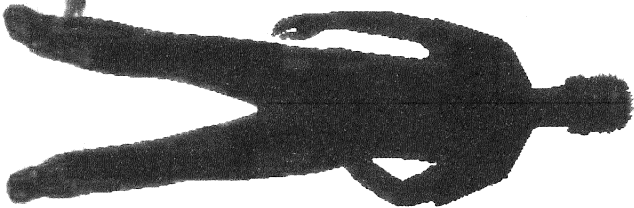
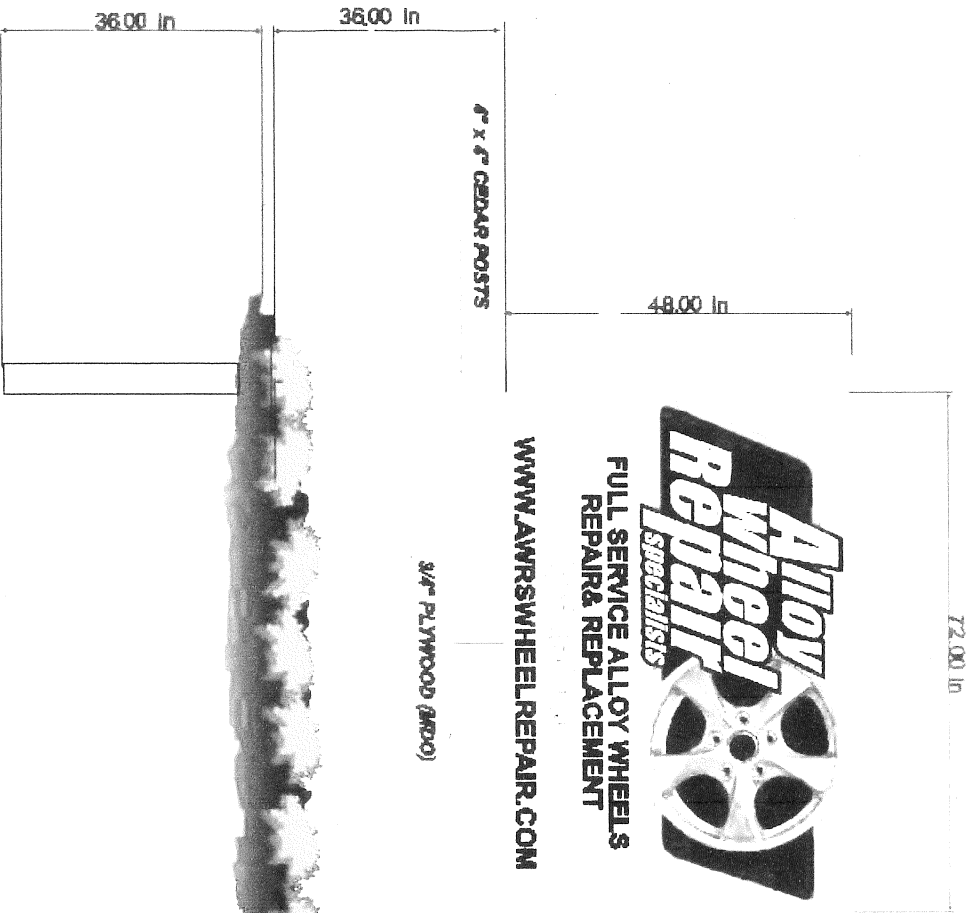
(7) Illumination. Illumination of ground signs may be direct or indirect as specified in the Schedule of Sign Regulations and in accordance with § **114-146A.**



215-450-1160

**ENTRANCE IN REAR
TO THE RIGHT**





Customer:	Alloy Wheel Repair
Contact:	James Walker
Address:	1123 Ivy Hill Rd.
City:	Wynmore, PA 19150
Phone:	215-450-1160
Customer Email:	jameswalker@awrwheelrepair.com

Description:

48" X 72" double sided 3/4" MDO with digital print applied. all mount
 4" X 4" Pressure treated posts with White PVC sleeves.
 the posts will be buried with concrete 36" in ground.



COMMERCIAL LEASE

4829.83

CL

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

PARTIES	
TENANT(S): Alloy Wheel Repair Specialist of Montgomery County, LLC <hr/> Authorized Signer James A. Walker TENANT'S PRINCIPAL PLACE OF BUSINESS: 1157 Bramblewood Court, Pottstown, PA 19464 <hr/> TENANT'S EMAIL ADDRESS: jaw21st@aol.com	LANDLORD(S) EJ5, LLC <hr/> Authorized Signer John Cawley LANDLORD'S PRINCIPAL PLACE OF BUSINESS: 1101 Ivy Hill Rd, 3, Philadelphia, PA 19150 <hr/> LANDLORD'S EMAIL ADDRESS: seavicllc@gmail.com

PREMISES
A portion of the real property known as Suite Number(s) <u>2</u> , ground _____ floor(s), consisting of approximate-ly <u>6200</u> square feet and located at <u>1123 Ivy Hill Road, 2</u> (Mailing Purposes Only: <u>1123 Ivy Hill Rd - Unit 2, Philadelphia, Pa. 19150</u>) <u>19038</u> Unit <u>2 (Two)</u> ZIP _____, in (Montgomery) _____, County of Pa _____, in the Commonwealth of Pennsylvania, with improvements consisting of <u>new 10' by 10' bay door, entry doors, all new electrical and panel, freshly painted, new glass block "vented" windows, (2) Two new heaters, new plumbing and fully renovated (2) restrooms, new led lighting, advent fire & smoke sys</u>

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Tenant Agent (Broker represents Tenant only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	Licensee(s) (Name) _____ Direct Phone(s) _____ Cell Phone(s) _____ Fax _____ Email _____ Licensee(s) is (check only one): <input type="checkbox"/> Tenant Agent (all company licensees represent Tenant) <input type="checkbox"/> Tenant Agent with Designated Agency (only Licensee(s) named above represent Tenant) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	
Broker (Company) <u>RE/MAX Centre Realtors</u> Company Address <u>2701 York Road, Jamison, PA 18929</u> Company Phone <u>215.343.8200</u> Company Fax <u>215-343-8222</u> Broker is (check only one): <input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below) <input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	Licensee(s) (Name) <u>Anthony Iovine</u> Direct Phone(s) <u>2153438200 ext. 193</u> Cell Phone(s) <u>2154218956</u> Fax _____ Email <u>sellingphillyburbs@gmail.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Landlord Agent (all company licensees represent Landlord) <input checked="" type="checkbox"/> Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)

DUAL AND/OR DESIGNATED AGENCY
A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent. By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant Initials:

Landlord Initials:

1. LEASE DATE AND RESPONSIBILITIES

For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part of this Lease, dated _____.

2. DEFINITIONS

- (A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity, security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in the payment of Base Rent.
- (B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.
- (C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas and amenities of the Premises as set forth in Paragraph 7.
- (D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with provisions of insurance for Landlord's Premises.
- (E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as Landlord.
- (F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and landscaping as set forth in Paragraph 7.
- (G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments, whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase or decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, or any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.
- (H) "Rent" shall mean the total sums due and payable to Landlord.
- (I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges and powers as he would have possessed had he originally signed this Lease as Tenant.

3. STARTING AND ENDING DATES OF LEASE (also called "Term")

- (A) The Commencement Date shall be (select one):
 - Substantial Completion: _____
 - Occupancy Date: _____
 - Signing Date: _____
 - Rent Commencement Date: 11/01/2022
 - Other: _____

Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the Commencement Date.
- (B) The Term of this Lease shall begin on the Commencement Date and expire on 10/31/2027 ("Expiration Date"). This date in subsequent years shall operate as the renewal date, if any.
- (C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use without material interference with Tenant's business activities.

4. RENEWAL TERM

- (A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant" and the provisions of Paragraph 32 shall apply.
- (B) **Option 1 - Automatic Termination**
This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or renewal of the Lease prior to the last day of the Term ("Renewal Term").
- (C) **Option 2 - Automatic Renewal**
 1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for additional month(s) (3 if not specified) OR additional year(s) (1 if not specified) ("Renewal Term").
 2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less than _____ days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

Tenant Initials: /

Landlord Initials: /

(D) **Option 3 - Tenant's Option to Renew**

Landlord and Tenant agree that Tenant has the right to exercise 1 option(s) (1 if not specified) to extend the Lease, provided Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term identical to the Term identified in Paragraph 3 ("Renewal Term"). Tenant shall provide Landlord no less than 90 days (60 if not specified) written notice of Tenant's intention to exercise its option to renew the Lease.

(E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.

(F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant.

(G) At the Expiration Date or sooner termination of this Lease, Tenant shall peaceably surrender to Landlord possession of the Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes in condition due to fire or other casualty.

1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenant may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improvements shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deemed to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on behalf of Tenant at any time.
2. Landlord may, in Landlord's sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspection, Landlord shall provide Tenant with written notice within 10 days (10 if not specified) of such inspection setting forth those conditions for which Tenant is responsible to repair or restore under the Lease.
3. Tenant may, at Tenant's election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desires Landlord to perform such repairs and restorations at Landlord's actual, reasonable costs. If Tenant elects not to perform the repairs and restorations, Tenant shall pay Landlord's actual, reasonable costs promptly after receiving notice that Landlord has completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord's actual costs of repairs and restorations.

5. BASE RENT

(A) Rent is due without demand, abatement, deduction or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated.

(B) Base Rent shall be paid in monthly quarterly annual other: _____ installments of \$5,167 on or before the 1st day of each month quarter other: _____ ("Due Date").

(C) Base Rent shall be calculated as \$ 10.00 (Ten Dollars) /sq. ft. OR \$ _____ per month amounting to Base Rent of \$ 62,000 (U.S. Dollars) per year.

If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base Rent owed to Landlord will be no more than 3.5 % or \$ _____ in each instance and, following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless otherwise stated here: 11/2023: \$64,170 // 11/2024: \$66,415.95 // 11/2025: \$68,740.50 // 11/2026: \$71,146.43 // 11/2027: \$73,636.56

(D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within 5 days (5 if not specified) of the Due Date shall be subject to a late charge of 10 % of the installment due or \$ _____ ("Late Charge").

(E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month's Base Rent that is currently due.

(F) Landlord will accept the following methods of payment: Cash Money Order Personal Check Credit Cards (additional fees may apply) Cashier's Check Other: ACH. Landlord, at Landlord's sole discretion, reserves the right to change or modify the acceptable methods of payment if any method fails (a check is returned or not honored, credit card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.

(G) Tenant will pay a fee of \$ 150.00 for any payment that is returned or declined by any financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.

6. SECURITY DEPOSIT

(A) A security deposit of \$ 10,500 will be paid in U.S. Dollars to Landlord or Landlord's representative, and held in escrow by Landlord or Landlord's representative as named here: Dan Helwig Inc., Realtors

(B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth in this Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damages for Tenant's default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord's right to possess the Premises for Tenant's default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.

(C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within 60 (60 if not specified) days after this Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.

(D) In the event of any transfer of Landlord's interests in the Premises, Landlord shall have the right to transfer its interest in the Security Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a Security Deposit, and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the Lease.

Tenant Initials: /

Landlord Initials: /

7. ADDITIONAL RENT

- (A) As Additional Rent and/or costs, Tenant agrees to timely pay all or Tenant's proportionate share of the following:
- Common Area Maintenance (CAM)
 - Improvements
 - Real Property Taxes
 - Operating Expenses
- (B) Tenant's pro rata share of CAM expenses are 45% (100 if not specified) of the total cost. Upon demand for payment, Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.
- (C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, utilities, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses included in CAM will be paid by Tenant according to Paragraph 7(B), above.
- Operating Expense Addendum to Commercial Lease (PAR Form OXA) is attached and made part of this Lease.**

8. PAYMENT SCHEDULE

	Total Due	Due Date	Paid	Balance Due
(A) First month's Base Rent:	\$5,167	11/01/2022	\$ _____	\$5,167
(B) Security Deposit:	\$10,500	10/17/2022	\$ _____	\$10,500
(C) Additional Rent: <u>Monthly CAM</u>	\$1,550	11/01/2022	\$ _____	\$1,550
(D) Other: <u>Additional Insurance Premium</u>	\$112.83	11/01/2022	\$ _____	\$112.83
TOTALS:	\$17,329.83		\$ _____	\$17,329.83

9. SIGNS

- (A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with, and if needed, be approved by, Springfield Township (municipality) and any other necessary governmental authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign, including colors, for Landlord's approval.
- (B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant's sole cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease, and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

10. LANDLORD'S REPRESENTATIONS

Landlord warrants and represents that:

- (A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power and authority to execute and deliver this Lease, and to perform its obligations under this Lease.
- (B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument or document to which Landlord is a party.
- (C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peacefully and quietly have, hold and enjoy the Premises.
- (D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

11. ACCEPTANCE; POSSESSION

- (A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meets Tenant's needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in "as is" condition.
- (B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a previous occupant or due to any cause beyond Landlord's control, Landlord shall not be liable in damages to Tenant. During the period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant's obligation to pay Rent, shall be suspended.
- (C) If Tenant cannot take possession within 60 days (60 if not specified) of the Occupancy Date, Tenant's exclusive rights are to:
1. Change the Occupancy Date of the Lease to the day when Premises is available. Tenant will not owe or be charged Base Rent until Property is available; OR
 2. Terminate the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

12. GOVERNMENTAL REGULATIONS

Tenant shall, in the use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of all governmental and municipal authorities, and with the regulations of the insurers of the property. Tenant shall keep in force at all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business at the Premises. Nothing in the foregoing shall require Tenant to perform any work or make any improvements or repairs that Landlord is required to make pursuant to other provisions of this Lease.

Tenant Initials: /

Landlord Initials: /

13. TENANT'S USE AND COVENANTS

(A) Tenant shall use the Premises only for Wheel "Rim" Repair Business

and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so, subject to Landlord's prior written consent.

- (B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxic, hazardous or obnoxious substance. Tenant will not maintain any hazardous substance or pollutant or contaminate as defined in 42 U.S.C. § 9601, et seq., or any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This indemnification is intended to survive the expiration or other termination of this Lease.
- (C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any governmental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting Tenant's use and occupancy of the Premises or the business conducted therein.
- (D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this Lease, shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may, after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.
 Rules and Regulations for use of the property and common areas are attached and made part of this Lease.
- (E) Tenant may not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants on the property, or injure or annoy them; use or allow the Premises to be used for any improper, illegal or objectionable purpose; cause, maintain, or permit any nuisances in, on or about the Premises; or commit or allow to be committed any waste in, on or about the Premises.

14. ASSIGNMENT AND SUBLETTING

- (A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.
- (B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.
- (C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instrument in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

15. TENANT'S ALTERATIONS AND REPAIRS

- (A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent of Landlord, make minor improvements or repairs to the interior of the Premises provided that:
 1. Each repair costs no more than \$ 500.00 (\$1,000.00 if not specified),
 2. They do not impact the structural strength, integrity, operation or value of the building, AND
 3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property, improvements, or land.
- (B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in connection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termination of the Lease.
- (C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the Term or any Renewal Term.
- (D) If, prior to the end of the Term or Renewal Term, Tenant provides written notice to Landlord that Tenant intends to remove all or any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from the Premises, Tenant shall repair all damage caused by installation and removal.
- (E) All work shall be performed in a workmanlike manner.

16. MECHANICS' LIENS

- (A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addition, improvement or installation performed by or on behalf of Tenant, or is a result of Tenant's acts or omissions, Tenant shall, within 30 days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled and discharged of record.
- (B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs) arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

Tenant Initials: /

Landlord Initials: /

necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord's title insurance policy at the time of the contest.

- (C) If final judgment establishing the validity or existence of any contested lien is entered, Tenant shall pay and satisfy the same at once.

17. LANDLORD'S RIGHT TO ACCESS

- In addition to any other rights reserved to Landlord under this Lease, Landlord shall have the following rights to access the Premises.
- (A) With Landlord's prior consent, Tenant shall have the right to install various locks on and within the Premises. Tenant shall furnish Landlord with copies of any such keys or combinations to provide access only in the event of an emergency or as otherwise set forth in this Lease. Tenant shall have a continuing obligation for the duration of the Lease, and any extensions thereto, to provide Landlord with any keys and/or passcodes necessary to enter the Premises.
- (B) Landlord and its agents, contractors and invitees shall have the right to enter the Premises any reasonable time and after reasonable notice (i) for inspection; (ii) to supply any service that Landlord is obligated to provide under the terms and conditions of this Lease; (iii) to show the Premises to prospective buyers, lenders or tenants; (iv) to affix and display "For Sale" or "For Rent" signs; and (v) to make repairs, alterations, additions or improvements to the Premises or other portion of Landlord's Property, which the examination or exhibition in making of any repairs to the Premises shall not unreasonably interfere with Tenant's use.
- (C) When possible, Landlord will give Tenant 24 hours (24 if not specified) notice of the date, time and reason for the visit. In emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there and for what purpose within 24 hours (24 if not specified) of the visit.
- (D) Landlord shall not be liable in any manner to Tenant by reason of such entry or performance of repairs, alterations and/or additions to the Premises, and the obligations of Tenant hereunder shall not be affected, absent grossly negligent or intentional actions or failures to act attributable to Landlord, or any person or entity engaged by or on behalf of Landlord to perform such work. Landlord agrees (except in the case of Tenant's default hereunder) that all repairs, alterations and additions (excepting only emergency work or work that must, in Landlord's judgment, be performed on an urgent basis) by Landlord shall be performed in a reasonable manner at reasonable times, subject to the limitations contained herein.
- (E) Following notice from either Party of intention to terminate or not renew this Lease, or failure of Tenant to exercise its option to renew this Lease, Landlord may commence efforts to market the Premises which may include placing a "For Rent" sign on or near the Premises. All of said signs shall be placed upon such part of the Premises as Landlord may elect, and may contain such information as Landlord shall require. Landlord or Landlord's representative may use lock boxes, and take pictures and video of the Premises. Prospective purchasers or tenants may inspect the Premises at such times as the parties may agree, so long as they are accompanied by Landlord or Landlord's representative.

18. INDEMNIFICATION

- (A) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Tenant shall indemnify Landlord, its partners, directors, officers, agents and employees from and against any and all losses, whether or not based on negligence, costs (including reasonable attorneys' fees), claims, damages, liabilities, suits, actions and causes of action, whether legal or equitable, sustained or arising by reason of Tenant's default in any of its obligations under this Lease, or of the fault or neglect of Tenant or of the failure of Tenant or any of its officers, agents, employees or invitees, to fulfill any duty toward the public or to Landlord under this Lease, or to any person or persons whomever, that Tenant, by reason of its occupancy or use of the Premises may owe.
- (B) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Landlord shall indemnify, defend and hold Tenant harmless from and against any and all third-party claims, suits and causes of action, whether legal or equitable, and costs (including reasonable attorneys' fees) sustained or arising by reason of the intentional or grossly negligent acts or omissions of Landlord, its employees, agents, licensees or contractors.
- (C) This Paragraph shall survive the expiration or earlier termination of this Lease with respect to any occurrence that occurs prior to the expiration or such earlier termination of the Term or exercised Renewal Term.

19. INSURANCE

- (A) Tenant, at Tenant's expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries to persons or property occurring on the Premises by reason of Tenant's use, occupancy or operation in and on the Premises. No later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that the Premises will be insured as of the Commencement Date set forth in Paragraph 3(A). Tenant shall maintain insurance coverage throughout the Term of this Lease, and any Renewal Term(s).
- (B) Such insurance shall include Landlord as an additional insured and shall require at least 30 days (30 if not specified) advance written notice of cancellation or nonrenewal be given to Landlord. Such insurance shall, at all times, provide coverage in an amount not less than \$ see - Insurance Addendum for additional term (\$1,000,000.00 if not specified) in the aggregate. The policy or policies of Tenant's liability insurance shall provide that a covered loss will be paid notwithstanding any act or negligence of Landlord or Tenant, and for payment of claims on an occurrence basis.
- (C) Tenant agrees to keep its property located on the Premises insured, including all floor and wall coverings, and Tenant's trade fixtures, equipment and other personal property from time-to-time situated on the Premises. The amount of coverage shall be such as determined by Tenant to adequately compensate Tenant for its loss, and if the proceeds of such insurance are not used for repair or

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replacement of the property so insured, or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

(D) Landlord will notify Tenant of any recommendations made by Landlord's insurance carrier, as well as any codes or standards recommended by the National Fire Protection Association ("NFPA") which, in Landlord's sole but reasonable opinion, are relevant to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that no NFPA codes or standards are currently recommended and Landlord is not aware of any imminent recommendations, unless set forth here: _____

(E) Tenant will comply with all reasonable recommendations made by Landlord's insurance carrier, Tenant's insurance carrier, or with NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or neglect to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premium that may be charged during the Term of this Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause any increase in the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance carried on the structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended coverage insurance premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums are increased. Landlord will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received concerning changes in rates.

20. DESTRUCTION OR DAMAGE

- (A) If, during the Term of this Lease or any extension thereto, the Premises is damaged by fire or any other casualty, including, without limitation, natural disaster, and not occurring through the intentional or negligent acts or omissions of Tenant or those claiming under Tenant, or their employees respectively, Tenant shall promptly notify Landlord and Landlord shall repair the damaged portions of the Premises, including any improvements or alterations made by Landlord (but not any of Tenant's property therein or improvements or alterations made by Tenant). If, however, in Landlord's reasonable judgment, the damage would require more than 120 days (120 if not specified) of work to repair, or if the insurance proceeds (excluding rent insurance) that Landlord anticipates receiving must be applied to repay any mortgages encumbering the improvements, or are otherwise inadequate to pay the costs of such repair, Landlord shall have the right to terminate this Lease by so notifying Tenant. Such notice shall specify a termination date not less than 30 days (30 if not specified) after its receipt by Tenant.
- (B) If the damage to the Premises is only partial and such that the Premises can be restored to its former condition within a reasonable time, Landlord may enter and repair, and this Lease shall not be affected, except that Base Rent shall be apportioned and suspended while such repairs are being made. If the Premises is so slightly damaged by fire or other casualty as mentioned above so as not to render the Premises unfit for occupancy, Landlord agrees the same shall be promptly repaired.
- (C) Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity of repairing any portion of the Premises, or improvements thereon, the interruption and the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.

21. FORCE MAJEURE

If either Party should be delayed or hindered, or prevented from performing any of the acts required in this Lease by reason of war, fire or other casualty, acts of terrorism, natural or environmental disasters, strike, walk-out, labor trouble, shortage of materials or equipment, or the inability to procure the same, failure of power, restrictive government laws or regulations, riot, insurrection, declaration of martial law, or other causes beyond the reasonable control of the party delayed, the performance of such act shall be excused for the period of such delay. **This Paragraph shall not excuse Tenant, after the Commencement Date, from a timely payment of Rent or any other amounts required under this Lease.**

22. CONDEMNATION/EMINENT DOMAIN

- (A) Alloy Wheel Repair Specialist of Montgomery County, LLC In an instance of total condemnation, where all of the property is taken through an exercise of the power of eminent domain, this Lease shall terminate on the date when possession of the property was acquired by the condemning authority. The right to terminate this Lease under this Paragraph may be exercised by either party so notifying the other party in writing not later than 30 days (30 if not specified) prior to such date.
- (B) In an instance of partial condemnation, Landlord shall have the right to terminate this Lease on the date when the condemned portion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability under this Lease or to the other where only part of the Premises is taken and:
1. The condemnation award is insufficient to restore the remaining portion of the Premises, or if such award must be applied to repay any mortgages encumbering improvements on the property, OR
 2. In addition to a portion of the Premises, a portion of the improvements or land is taken and Landlord deems it commercially unreasonable to continue leasing all or a portion of the remaining space and the improvements.
- (C) In an instance of partial condemnation, Tenant shall have the right to terminate this Lease on the date when the condemned portion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability under this Lease or to the other where a substantial portion of the Premises is so taken and it is commercially impossible for Tenant to continue its business within the Premises.

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- (D) If this Lease is not terminated after a partial condemnation, then after the date when the condemned portion of the Premises is delivered to the condemning authority, the Rent shall be reduced in the proportion that the condemned area bears to the entire area of the Premises.
- (E) Tenant shall have the right to claim against the condemning authority only for removal and moving expenses and business relocation damages that may be separately payable to Tenant in general under Pennsylvania law, provided such payment does not reduce the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect to a condemnation, and hereby assigns to Landlord all claims against the condemning authority including, without limitation, all claims for leasehold damages and diminution in value of Tenant's leasehold estate.

23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT; ESTOPPEL CERTIFICATES

- (A) This Lease shall be subject and subordinate at all times to the lien of any mortgages and other encumbrances now or hereafter placed upon the Premises or property. Tenant shall execute and deliver to Landlord upon demand an instrument acceptable to Landlord subordinating this Lease to the lien of any present or future mortgage or encumbrance as may be requested by any mortgagee of the property. At the request of any holder of any such mortgage, or the purchase of such mortgage at any foreclosure sale, or at any sale under a power of sale contained in such mortgage, Tenant shall attorn to and recognize such mortgagee or purchaser as Landlord under this Lease for the balance of the Term, including any renewal or extensions hereof subject to all the terms of this Lease. Provided that Tenant is not in default of this Lease, its tenancy shall not be disturbed by Landlord, but shall continue in full force and effect. Landlord agrees to use reasonable efforts, but shall not be obligated to obtain from any future mortgagee a non-disturbance agreement for the benefit of Tenant on a form customarily issued by such mortgagee.
- (B) Tenant shall, from time-to-time, execute and deliver within 5 days (5 if not specified) following receipt of a request from Landlord or Landlord's mortgagee, grantee or lessor, a recordable instrument evidencing such subordination and Tenant's agreement to attorn to the holder of such prior right. Notwithstanding the foregoing, any mortgagee may, at any time, subordinate its mortgage to this Lease, without Tenant's consent, but with notice in writing to Tenant, whereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates. The term "mortgage" includes mortgages, deeds of trust, or similar instruments, and all modifications, consolidations, extensions, renewals or replacements hereof, or substitutes therefor.
- (C) On or before the date Tenant first takes possession of the Premises, Tenant agrees to execute and cause all guarantors to execute, a tenant acceptance certificate and an estoppel letter in such form as Landlord may reasonably request.

24. DEFAULT

- (A) Any of the following events shall constitute a default under this Lease by Tenant:
 1. Failure by Tenant to pay, when due, any Rent or any other sum payable by Tenant under this Lease within 10 days (10 if not specified) after written notice by Landlord to Tenant that such sum is past due.
 2. Tenant vacates the Premises before the proper termination of this Lease, including any Renewal Term.
 3. Tenant fails to observe or perform any of Tenant's other obligations as set forth in this Lease.
 4. Tenant commits an act of bankruptcy or files a petition, or commences any proceedings under any bankruptcy or insolvency law.
 5. A petition is filed or a proceeding is commenced against Tenant under any bankruptcy or insolvency law, and is not dismissed within sixty (60) days.
 6. Tenant is adjudicated bankrupt.
 7. A receiver or other official is appointed for Tenant, or for a substantial part of Tenant's assets, or for Tenant's interest in this Lease.
 8. Any attachment or execution is filed or levied against a substantial part of Tenant's assets or Tenant's interest in this Lease, or any of Tenant's property on the Premises that is not insured.
- (B) If Landlord fails to observe or perform any of Landlord's obligations as set forth in this Lease and Tenant has given Landlord not less than 30 days (30 if not specified) written notice of the default, or if the default is of a character so that more than 30 days (30 if not specified) to cure are required and Landlord fails to use its best efforts to cure the default after receiving notice from Tenant, then after such 30 days (30 if not specified) notice, Tenant shall have the right, but not the obligation, to cure the default on behalf of Landlord, at the expense of Landlord, and may seek reimbursement from Landlord by means of any available legal process.

25. NOTICE OF DEFAULT

- (A) Notwithstanding anything to the contrary in this Lease, and except in connection with the provisions of Paragraph 24(A)(2), (4), (5), (6), (7), or (8) for which no notice or cure period shall be given or permitted, if Tenant has failed or refused to perform, or has violated any of the non-monetary terms, covenants, conditions or agreements contained in this Lease, Landlord shall so notify Tenant in writing.
- (B) Upon receiving such Notice of Default, Tenant shall correct the matter(s) complained of within 30 days (30 if not specified) after receipt of written notice, or if more than such 30 days (30 if not specified) are required to correct with reasonable diligence the matter(s) complained of in such notice, Tenant shall begin to correct them within such 30 days (30 if not specified) and pursue such corrective action with reasonable diligence thereafter, providing Landlord with timely written confirmation thereof. Tenant shall diligently follow through with such correction(s) to conclusion.

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(C) In the event the default is a failure to pay Rent or other monetary obligations contained in this Lease, Landlord shall provide written notice within 5 business days (5 if not specified) of a right to cure, and Tenant's right to cure shall exist no more than 1 times (2 if not specified) in any 12-month (12 if not specified) period, and such payment shall include the Late Charge(s).

26. WAIVER OF NOTICE

Tenant hereby waives all rights to legal notice, whether provided by statute or common law, and agrees that prior written notice delivered as provided herein with respect to proceedings to recover possession in the event of default, at any time shall be sufficient.

27. RIGHT TO CURE

If Tenant shall default in performing any of its obligations under this Lease, Landlord may (but shall not be obligated), in addition to Landlord's other rights and remedies, and without waiver of such default, cure such default on behalf of Tenant, thereby entering and possessing the Premises if deemed necessary by Landlord, provided that Landlord shall have first given Tenant notice of such default and Tenant shall have failed within 30 days (30 if not specified) following receipt of said notice to cure or diligently pursue the cure of said default (which notice and opportunity to cure shall not be required in case of actual emergency). Tenant, upon demand of Landlord, shall reimburse Landlord for all actual costs (including reasonable attorneys' fees) incurred by Landlord with respect to such default and, if Landlord so elects, Landlord's efforts to cure the same.

28. ALTERNATIVE DISPUTE RESOLUTION

- (A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa.C.S.A. §7301, et seq., and other related laws of the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights to do so.
- (B) When submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the local court or local Federal district court or through such other agency as the parties may mutually agree. The parties agree to share all expenses of mediation equally.
- (C) Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel" that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a neutral arbitrator, either party shall have the right to petition the local Court of Common Pleas to appoint a neutral arbitrator. In order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within a reasonable time following the unsuccessful mediation of their dispute. If the parties are unable to agree upon a location for arbitration, then the arbitration will be held at the local courthouse.

29. LANDLORD'S REMEDIES

- (A) **CONFESSION OF JUDGMENT/EJECTMENT - IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN AS AFORESAID, DURING THE LEASE TERM, AND ALSO WHEN AND AS SOON AS THE LEASE TERM HEREBY CREATED SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LANDLORD, TO CONFESS JUDGMENT AND EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT WARRANT. WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS MAY ISSUE FORTHWITH, WITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES REMAINS IN OR RESTORES TO TENANT, LANDLORD SHALL HAVE THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT IN THE MANNER AND FORM HEREIN AND BEFORE SET FORTH, TO RECOVER POSSESSION OF THE PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS LEASE NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT; NOR THE RESORTS TO ANY WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE, AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED HEREIN.**
- (B) **AFFIDAVIT REQUIRED - IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE; AND IF A TRUE COPY OF THIS LEASE IS FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.**
- (C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or elsewhere from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.

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Landlord Initials: /

(D) No act or forbearance by Landlord shall be deemed a waiver or election of any right or remedy by Landlord with respect to Tenant's obligations hereunder, unless and to the extent that Landlord shall execute and deliver to Tenant a written instrument to such effect, and any such written waiver by Landlord shall not constitute a waiver or relinquishment for the future of any obligation of Tenant. Landlord's acceptance of any payment from Tenant (regardless of any endorsement on any check or writing accompanying such payment) may be applied by Landlord to Tenant's obligations then due hereunder in any priority as Landlord may elect, and such acceptance by Landlord shall not operate as an accord and satisfaction, or constitute a waiver of any right or remedy of Landlord with respect to Tenant's obligations hereunder. All remedies provided to Landlord herein shall be cumulative.

30. PAYMENT OF TENANT'S OBLIGATIONS BY LANDLORD

All terms, covenants, agreements and conditions to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required to be paid by Tenant under this Lease, or if Tenant shall fail to perform any other act that it is obligated to perform under this Lease, and if such failure(s) shall continue beyond any grace period or cure period as set forth in this Lease, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such task or other act on Tenant's behalf. All sums paid or incurred by Landlord and all incidental costs thereto (including reasonable attorneys' fees) shall be Tenant's sole cost and responsibility, and shall be deemed Additional Rent.

31. ABANDONMENT

- (A) In the event of termination of this Lease in any manner whatsoever, Tenant shall immediately remove Tenant's goods and effects, and those of any other person claiming under Tenant or subtenancies assigned to it, and quit and deliver the Premises to Landlord peacefully and quietly.
- (B) Goods and effects not removed by Tenant after termination of this Lease, or within 72 hours (72 if not specified) after a termination by reason of Tenant's default, shall be considered abandoned.
- (C) Landlord shall give Tenant notice of right to reclaim abandoned property pursuant to applicable local law, and thereafter dispose of the same as it deems expedient, including in storage and public warehouse or elsewhere at the cost and for the account of Tenant. Tenant shall promptly upon demand reimburse Landlord for any expense incurred by Landlord in connection with storing or disposing of Tenant's goods and effects, which obligation shall survive the termination or expiration of this Lease.

32. HOLDING OVER

- (A) This Lease shall expire absolutely and without notice on the last day of the Term or any renewal thereof. If Tenant, with the prior written consent of Landlord, retains possession of the Premises or any part thereof after the termination of this Lease by expiration of the Term or otherwise, a month-to-month tenancy shall be deemed to exist. Tenant shall continue to pay all Rent, plus ordinary maintenance, taxes, insurance and all other charges due under this Lease. Such holdover tenancy may be terminated by Landlord or Tenant upon 30 days (30 if not specified) written notice by either party to the other party.
- (B) If such holding over exists without Landlord's prior written consent, Tenant shall pay Landlord, as partial compensation for such unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention equal to 150 % (150 if not specified) of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit any rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, nor shall such unlawful retention create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect shall remain in effect.

33. PRESERVATION OF LANDLORD'S ENFORCEMENT RIGHTS

Landlord's acceptance of Rent or any amount due and owing, or failure to enforce any right under this Lease shall not waive any other rights that Landlord may have hereunder. Any attempt to collect Rent and/or other amounts due and owing by one proceeding shall not waive Landlord's right to collect the same by any other proceeding.

34. RECORDING

Neither this Lease, nor any assignment of this Lease, shall be recorded by Tenant.

35. TENANT'S JOINT AND SEVERAL LIABILITY

If two or more individuals, corporations, partnerships, or other business associations, or any combination of two or more, shall sign this Lease as Tenant(s), the liability of each such individual, corporation, partnership or other business association to pay Base Rent, pay Additional Rent, and to perform all other obligations hereunder to be performed by Tenant shall be deemed to be joint and several. If Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several.

36. TRANSFER OF LANDLORD'S INTEREST; LIMITATION TO LIABILITY

- (A) Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord's interest in the property, Landlord shall immediately notify Tenant in writing at the address set forth in Paragraph 50. Upon the successful completion of the sale or other transfer of Landlord's interest in the property, Landlord shall be released and discharged from all covenants, agreements and obligations of Landlord, whether previously accrued or thereafter accruing.
- (B) Liability of Landlord under this Lease shall be limited to its interest in Landlord's property, and any judgment against Landlord shall be satisfied solely out of the proceeds of the sale of its interest in the property, and any judgment so rendered shall not give rise to any right of execution or levy against any of Landlord's other assets.
- (C) Landlord shall have no personal liability to any successor in interest with respect to any of the provisions of this Lease or any obli-

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Landlord Initials: /

gation arising from this Lease. Tenant shall look solely to the equity of the then-owner of the property for satisfaction of remedies by Tenant in the event of a breach by Landlord of any of its covenants, agreements or obligations hereunder.

(D) In no event shall Landlord be liable to Tenant for consequential or punitive damages for any reason whatsoever.

37. TIME IS OF THE ESSENCE

All times and dates identified for the performance of any obligations of this Lease are of the essence and are binding.

38. CHOICE OF LAW

This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

39. ATTORNEYS' FEES

If either party institutes legal proceedings against the other to enforce any provision of this Lease, or otherwise with respect to any dispute arising out of this Lease, in any legal proceeding that is final and unappealable, the losing party shall, within thirty (30) days after receipt of a detailed statement, reimburse the prevailing party for their reasonable attorneys' fees and legal costs incurred.

40. CONSTRUCTION

(A) In construing this Lease, the terms "Lease," "agreement" and "Agreement" shall be synonymous; the term "Lease" shall also include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and permitted assigns.

(B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term "Tenant" shall be construed, wherever reasonable, to include Tenant's agents, employees, officers and assigns.

41. HEADINGS

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

42. SUCCESSORS AND ASSIGNS

Subject to the restrictions on transfer, assignment and subletting, the terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors and/or permitted assigns. When more than one party shall be Tenant under this Lease, or "Tenant" wherever used in this Lease shall be deemed to include all Tenants, jointly and severally.

43. BROKERS

It is expressly understood and agreed between the parties hereto that the herein named Broker(s), their licensees, employees and any officer or partner are acting only as agent for the party that hired them, and no other, and will in no case whatsoever be held liable, either jointly or severally, to either party for the performance of any term, covenant or condition of this Lease, or for any damages that arise from the breach, default or non-performance thereof.

44. LEASE INTERPRETATION; PRIOR REPRESENTATION

(A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due to the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.

(B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as and to the extent that such agreements and representations have been incorporated into this Lease.

45. SEVERABILITY

If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstance is finally judged to be invalid or unenforceable, the remainder of this Lease shall not be affected (including any attempted application of the invalid or unenforceable term or provision to the other person or circumstance). Landlord and Tenant hereby acknowledge and agree that they would have agreed upon each term and provision contained in this Lease irrespective of the fact that one or more term or provision was contrary to the law, or during the Term or Renewal Term or extension thereof are found to be contrary to the law.

46. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other such right, remedy or benefit allowed at law or in equity.

47. EXECUTION AND COUNTERPARTS

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one-in-the-same Lease of the parties. To facilitate execution of this Lease, the parties may initially execute and exchange by telephone, facsimile or email counterparts of the signature pages to be promptly supplemented by exchange of hardcopies.

48. ENTIRE AGREEMENT

This Lease and any attached exhibits and addenda constitute the entire agreement between Landlord and Tenant with respect to Landlord's Premises, and there are no promises, agreements, conditions or understandings, whether oral, written or digital, between them other than as are herein set forth. Neither this Lease nor any of its provisions may be altered, amended, changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties.

49. AUTHORITY

(A) The person(s) executing this Lease on behalf of Landlord do/does hereby represent and warrant that Landlord is a duly authorized

Tenant Initials: /

Landlord Initials: /

and validly existing EJ5, LLC (nature of entity) under the laws of Pennsylvania (state), that Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.

(B) The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and validly existing Alloy Wheel Repair Specialist Mont., LLC (nature of entity) under the laws of Pennsylvania (state), that Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

50. NOTICES

(A) Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address furnished in writing by any of the foregoing:

TO TENANT:

ATTN: James A. Walker - 1157 Bramblewood Court, Pottstown, PA 19464

TO LANDLORD:

ATTN: EJ5, LLC c/o Dan Helwig Realtors, 1415 Bethlehem Pike

Flourtown, PA. 19031

(B) Any change of address furnished by either party shall comply with the notice requirements of this Paragraph, and shall include a complete outline of the current notice of addresses to be used for all parties, including electronic mail addresses.

51. SPECIAL CLAUSES

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

Change of Lease Terms Addendum (PAR Form CLT)

Floorplan of Premises

Fire and Smoke Addendum // Insurance Addendum

Parking Diagram

(B) Additional Terms:

1) Common Area Maintenance Fee (CAM): Lessee(s) agree to pay the flat rate "CAM" expense on a monthly basis. Total CAM expense for the first calendar year is a flat rate of \$18,600 equivalent to \$1,550 a month @ \$3.00 per square foot

2) Common Area Maintenance: Lessor(s) and Lessee(s) agrees and acknowledges shall CAM expenses increase, it would be the Owner's responsibility to justify subsequent annual increases by providing an accounting to the Tenant(s) reflecting the basis for an assessed increase based upon the prior year's expenses for the Property. This would be sent to the tenant(s) on or before March 1st of any given year for which an increase was assessed and would be retroactive to January 1st of that year. Tenant will continue to pay CAM at the prior year's rate for January and February. Any increase for these months will be billed separately. Tenant will then pay March and the ensuing month's at the new rate.

3) Lessee(s) agrees and acknowledges that Insurance coverage MUST be in place and to provide documentation (Certificate of Insurance) prior to plans for renovations and operating their business on the premises, during the lease terms or will be held in default.

4) In addition to Landlord as required by Section 19 (B) Tenant shall add property manager "Helwig Management" as additional insured.

5) Gas and Electric must be converted under Lessee(s) name prior to occupying the unit/building and obtaining keys

6) Lessee(s) is solely responsible for maintaining the monthly expense and any additional expenses that may arise with the fire/smoke alarm system and Advent Security Operations including but not limited to, fit out, tenants add-ons, tenants neglect, tenants usage of system pertaining to but not limited to dispatch calls, system set up, etc. - See attached Addendum

7) Lessee(s) are responsible for utilities: electric, gas and fire/smoke alarm system (Advent)

8) Lessee(s) acknowledges and agrees to be held responsible for all cost, pertaining to obtaining the U&O's with any improvements required to operate their business per Springfield Township rules and regulations.

9) Payments will be made promptly, when due, and payable to EJ5 LLC c/o Dan Helwig Realtors.

10) Parking: Employees and customers are to park in the rear parking lot only. Landlord will provide Tenants with ten (10) parking spots in the rear parking lot. See diagram for permitted spots.

11) Landlord will construct two small offices and kitchenette permitted by Springfield Twp. with a reasonable time frame upon Township acceptance of additions. Built out phase will take place after rent commencement. Tenants are aware and accept to work with and around the construction while maintaining the terms of the lease.

12) Tenant(s) are responsible for all cost(s), permits needed per Township and construction/build-out. Pertaining to the tenants request for three additional work rooms (coating room// prep room// paint/mix room)

13) Landlord and their respective heirs, legal representatives, successors and assigns are not responsible for any damaged vehicles parked on the premises.

14) The terms of the "Additional Terms" of Commercial Lease, to the extent that they conflict with the terms of the original Lease, shall supersede, and shall govern the relationship of the Parties. And shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

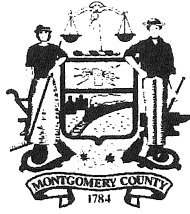
Tenant Initials:

	/	
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CL Page 12 of 13

Landlord Initials:

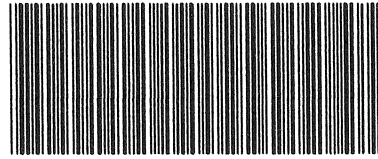
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RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

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 6206 PG 01975 to 01981
INSTRUMENT # : 2020114105
RECORDED DATE: 12/21/2020 01:26:07 PM




5865322-0023T

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 7

<p>Document Type: Deed Document Date: 11/21/2020 Reference Info:</p>	<p>Transaction #: 6204110 - 3 Doc(s) Document Page Count: 6 Operator Id: msanabia</p>
<p>RETURN TO: (Simplifile) Certified Abstract Co., Inc. 1776 @ Ambler Yards - 300 Brookside Avenue Buildin Ambler, PA 19002 (215) 643-3400</p>	<p>PAID BY: CERTIFIED ABSTRACT CO INC</p>
<p>* PROPERTY DATA: Parcel ID #: 52-00-09481-00-7 Address: 1123 IVY HILL RD Municipality: PA Springfield Township (100%) School District: Springfield</p>	
<p>* ASSOCIATED DOCUMENT(S):</p>	
<p>CONSIDERATION/SECURED AMT: \$850,000.00 TAXABLE AMOUNT: \$850,000.00 FEES / TAXES: Recording Fee:Deed \$86.75 Additional Pages Fee \$4.00 Affordable Housing Pages \$4.00 State RTT \$8,500.00 Springfield Township RTT \$4,250.00 Springfield School District RTT \$4,250.00 Total: \$17,094.75</p>	<p>DEED BK 6206 PG 01975 to 01981 Recorded Date: 12/21/2020 01:26:07 PM I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.  Jeanne Sorg Recorder of Deeds</p>

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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



Prepared by:
David Dratch, Esquire
McCausland Keen + Buckman
80 W. Lancaster Avenue, 4th Floor
Devon, PA 19333
(610) 341-1016

Return to:

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
52-00-09481-00-7 SPRINGFIELD TOWNSHIP
1123 IVY HILL RD
CF MOORES CO INC \$15.00
B 032 L U 017 3324 12/16/2020 JW

OPA Account No. 884184000

SPECIAL WARRANTY DEED

THIS INDENTURE dated this 21st day of November, 2020, but made effective as of the 3rd day of December, 2020

BETWEEN

C.F. MOORES CO., INC., a Delaware Corporation (hereinafter called the Grantor), party of the one part;

AND

EJ5, LLC, a Pennsylvania Limited Liability Company (hereinafter called the Grantee), party of the other part.

WITNESSETH That the said Grantor, for and in consideration of the sum of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee its heirs, successors and assigns forever:

See Legal Description Attached

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

UNDER AND SUBJECT TO all restrictions, to the extent still valid and enforceable, which appear on record.

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

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

IN WITNESS WHEREOF, the hereunto set its hand and seal dated the day and year first above written.

WITNESS/ATTEST:

SELLER:

C.F. MOORES CO., INC., a Delaware corporation

By: David T. Neal
Name: David T. Neal
Title: President

Commonwealth of Pennsylvania :
County of PHILA : SS:
:

On this, the 21 day of Nov., 2020, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared, David T. Neal, who acknowledged himself to be the President of C.F. Moores Co., Inc., a Delaware corporation, and he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

I hereunto set my hand and official seal.

Robert A. Nickens Seal
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Robert A. Nickens, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires June 29, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Legal Description of the Property:

PREMISES "A"

ALL THAT CERTAIN parcel of land in the Township of Springfield, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a plan based upon a plan of survey made by Barton and Martin, Engineers, Philadelphia, Pennsylvania, dated December 13, 1955, as follows, to wit:

BEGINNING at point in the Southeasterly line of land of The Connecting Railway Company distant 176.33 feet Northeastwardly on a curve to the left having a radius of 8,694.42 feet along said Southeasterly line of land of Railway Company from the center line of Queen Street, 40 feet wide, at a point therein distant 126.40 feet measured North 50 degrees 20 minutes 46 seconds West, along said center line of Queen Street from the former center line of Ivy Hill Road, 33 feet wide, which former center line of Ivy Hill Road is coincident with the line dividing the City of Philadelphia on the Southeast from said County of Montgomery on the Northwest.

EXTENDING from said beginning point the following four courses and distances, the first three thereof being by remaining land of said Railway Company; (1) North 61 degrees 50 minutes 12 seconds West 60 feet; (2) Northeastwardly, on a curve to the left having a radius of 8,634.42 feet an arc length of 397.24 feet; (3) South 64 degrees 28 minutes 21 seconds East, 60 feet to said Southeasterly line of land of said Railway Company; and (4) Southwestwardly, along the same, on curve to the right having a radius of 8,694.42 feet, by land of other owners, an arc length of 198.04 feet to the Northeasterly corner of land of C.F. Moores Co., Inc., and continuing along the course being described by said land of C.F. Moores Co., Inc., an additional arc length of 81.96 feet to the Northeasterly corner of said land of C.F. Moores Co., Inc., and still continuing along the course being described by land of other owners an additional arc length of 120.00 feet, making a total arc length of 400.00 feet to the place of beginning.

CONTAINING 0.5491 of an acre, more or less.

BEING the same premises which The Connecting Railway Company, a Corporation of the Commonwealth of Pennsylvania, by Deed dated April 11, 1956 and recorded May 11, 1956 in Montgomery County in Deed Book 2680 page 214 granted and conveyed unto C. F. Moores Co., Inc., a Delaware corp., in fee.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Springfield, County of Montgomery and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly line of land of the Connecting Railway Company at a distance of eighteen hundred and forty four and seventy seven one-hundredths feet (1844.77') southwardly from the intersection of the said easterly line of land of the said Connecting Railway

Company with the middle line of Cheltenham Avenue, at the distance of one hundred feet (100') measured easterly from and radially to the line established as the center line of the railroad of the said Connecting Railway Company, as described in a certain deed of conveyance from Manor Real Estate & Trust Company to Martin Samtmann, dated April 20, 1923, and recorded in the Office for the Recording of Deeds, etc., in and for the County of Montgomery, in Deed Book No. 886, Page 518, etc., thence in a southeasterly direction one hundred ninety one feet and eight tenths of a foot to a point on the northwesterly side of Cresheim Avenue, said point being distant seventeen hundred forty six and seventy one-hundredths feet (1746.70') southwesterly from the middle or intersecting line of Cheltenham Avenue and Cresheim Avenue; thence extending from said point so established northeasterly along said Cresheim Avenue sixty feet (60') to a point; thence northwestwardly along a line parallel with the easterly line of land conveyed on August 3rd, 1912 to the Vortex Paint Varnish Company to a line in the easterly line of land of the said Connecting Railway Company one hundred feet (100') measured eastwardly from and radially to the said line of the said Railway Company; thence along said Railway Company's line so described in a southwestwardly direction to the first mentioned point and place of beginning.

BEING the same premises which George A. Brucker and Josephine C. Brucker, his wife, by Deed dated April 24, 1942 and recorded May 7, 1942 in Montgomery County in Deed Book 1461 page 524 granted and conveyed unto C. F. Moores Co., Inc., a Delaware corp., in fee.

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground SITUATE in the Township of Springfield, County of Montgomery and State of Pennsylvania, bounded and described in accordance with a plan of survey thereof made by Barton and Martin, Registered Professional Engineers of Philadelphia, Pennsylvania, on March 27th, 1942 and since revised as follows to wit:

BEGINNING at a point on the line dividing the Counties of Philadelphia and Montgomery, being the center line of Cresheim Avenue originally thirty-three feet wide, now called Ivy Hill Road, at the distance of Three Hundred Fifty and Fifty-six one hundredths feet (350.56') measured North thirty-nine degrees, fifty-seven minutes, fourteen seconds East along the said line from the center line of Queen Street (legally open forty feet wide); thence extending North fifty degrees, twenty minutes, Forty-six seconds West, One Hundred ninety-nine and sixty one-hundredths feet (199.60') along the premises of the Grantee herein to a point on the Southeasterly Right of Way line of Fort Washington Branch of the Connecting Railway Company, of the Pennsylvania Railroad, said line being one hundred feet measured Southeastwardly from and radially to the center line of the said Right of Way; thence along the same in a Northeasterly direction along a curve to the left having a radius of Eight thousand six hundred ninety-four and forty-two one-hundredths feet (8694.42') the arc distance of Twenty and fifty one hundred feet (20.50') to a point in the line of land of Martin Samtmann, of which this is a part; thence along the said line South fifty degrees, twenty minutes forty-six seconds East, Two hundred four and twenty-three one-hundredths feet (204.23') to the aforementioned center line of Cresheim

Avenue (now called Ivy Hill Road); thence along the same South thirty-nine degrees, fifty-seven minutes fourteen seconds West Twenty feet to the first mentioned point and place of beginning.

BEING the same premises which Martin Samtmann, by Deed dated July 7, 1942 and recorded July 11, 1942 in Montgomery County in Deed Book 1473 page 513 granted and conveyed unto C. F. Moores Co., Inc., a Delaware corp., in fee.

BEING Parcel No. 52-00-09481-00-7.

DEED

GRANTOR: C.F. MOORES CO., INC.

TO

GRANTEE: EJS, LLC

PREMISES

1123 Ivy Hill Road
Wyndmoor, Pennsylvania 19038
Springfield Township, Montgomery County, Pennsylvania

Tax Parcel No: 52-00-09481-00-7

The address of the said Grantee is

1206 SUSAN CIRCLE
BRENDON, PA 19075

John Cowly M.M.
On behalf of the said Grantee



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

COMMISSIONERS

James M. Lee
President

Baird M. Standish
Vice President

Peter D. Wilson
Michael E. Maxwell
Jonathan C. Cobb
Susanna O. Ratsavong
Brendan May

OFFICERS

A. Michael Taylor
Secretary-Manager

James J. Garrity
Solicitor

Joelle Kleinman
Treasurer / Tax Collector

Timothy P. Woodrow, PE
Engineer

Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

Monday, July 24, 2023, at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #23-17: This is the application of **Michael DeLaurentis**, owner of the property located at 2 Terminal Avenue, Erdenheim, PA 19038, known as Parcel #5200-1727-5007. The applicant has requested a variance from Section 114-135. A of the Springfield Township Zoning Ordinance. The applicant seeks approval to install a six-foot-high solid fence along the property line adjoining Terminal Avenue. Six-foot-high fencing is required to be setback 15 feet from any property line abutting a public right-of-way. The property is zoned within the B-Residential District of Ward #4 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website @springfieldmontco.org.

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

THERE IS A 30-DAY PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30-DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038



NO. 23-17

DATE: 6/29/23

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We Michael DeLaurentis
(Name of Applicant)

Of (Address) 2 Terminal Avenue, Erdenheim, PA 19038

(Telephone No.) 215-410-6232

do hereby make application before the Springfield Township Zoning Hearing Board to request:

 An **appeal** from the decision of the Zoning/Building Official.

 A **special exception** as provided for in Article , Section ,
Subsection , of the Springfield Township Zoning Code.

 X A **variance** from the requirements set forth in Article 114, Section 135,
Subsection A, of the Springfield Township Zoning Code.

 Other (please specify)

The property concerned is located at 2 Terminal Avenue, Erdenheim, PA 19038

Petitioner's Interest in the property is Property Owner

Present use of property Single Family Dwelling

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

We seek approval to allow a six foot high solid fence to be installed along our property

line that adjoins Terminal Avenue. The need for a six foot high fence is due to our

intent to provide a secure and screened yard for both our children and our dog.

Our street has very heavy foot traffic and what we consider our rear yard is open to

everyones view. This is an issue for us as our dog has the ability to clear the four foot

high fencing we recently removed. Our concern for our child's safety is based on the


amount of traffic that uses Montgomery and Terminal Avenue daily.

APPLICANT NOTE: Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

check # 1272
\$500.00

Case # 23-17

Applicant's Signature


Owner's Signature

Do not write in this space.

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

**TOWNSHIP OF SPRINGFIELD
COMMUNITY DEVELOPMENT
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

Application Procedures

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

Michael DeLaurentis
Printed Name of Applicant


Applicant's Signature and Date

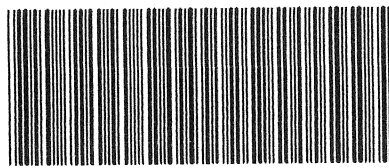
Section 114-135 Fences & Walls

A. Front yards. Fences located within the front yard shall not exceed four feet in height. However, a five-foot fence may be erected if set back 10 feet from the property line, curb or edge of paving, whichever creates the greatest setback. In addition, a six-foot fence may be erected if set back 15 feet from the property line, curb or edge of paving, whichever creates the greatest setback.

Section 114-21: Front Yard(s)

The required open space extending along and back from the street line of any street on which the lot abuts.

DEED BK 6180 PG 01873 to 01876
INSTRUMENT # : 2020035263
RECORDED DATE: 05/18/2020 10:32:29 AM



5765098-0020Z

MONTGOMERY COUNTY ROD



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

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed
Document Date: 04/20/2020
Reference Info:

Transaction #: 6044544 - 2 Doc(s)
Document Page Count: 3
Operator Id: dkrasley

RETURN TO: (Simplifile)
G M S S - Rq
980 Harvest Drive Suite 200
Blue Bell, PA 19422
(215) 641-8000

PAID BY:
G M S S - RQ

*** PROPERTY DATA:**

Parcel ID #: 52-00-17275-00-7
Address: 2 TERMINAL AVE

ERDENHEIM PA
19038
Municipality: Springfield Township (100%)
School District: Springfield

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$420,000.00

FEES / TAXES:

Recording Fee:Deed \$86.75
Additional Names Fee \$0.50
Affordable Housing Names \$0.50
State RTT \$4,200.00
Springfield Township RTT \$2,100.00
Springfield School District RTT \$2,100.00
Total: \$8,487.75

DEED BK 6180 PG 01873 to 01876
Recorded Date: 05/18/2020 10:32:29 AM

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



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

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



Prepared By: **Greater Montgomery Settlement Services, LLC**
ATTN: Madison Brandt
910 Harvest Drive, Suite 100
Blue Bell, PA19422
Phone: 215-654-5443

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
52-00-17275-00-7 SPRINGFIELD TOWNSHIP
2 TERMINAL AVE
CLARK BRENDAN P & LYNDA L KING \$15.00
B 042 L 6 U 032 1101 05/11/2020 JG

Return To: **Greater Montgomery Settlement Services, LLC**
ATTN: Madison Brandt
910 Harvest Drive, Suite 100
Blue Bell, PA19422
Phone: 215-654-5443

52-00-17275-007
2 Terminal Avenue, Springfield, PA
19038
File No. 321-020211

Fee Simple Deed

This Deed, made on April 20, 2020, between,

Brendan P. Clark and Lynda L. King, nka Lynda Clark

hereinafter called the Grantors of the one part, and

Michael M DeLaurentis and Kimberly K DeLaurentis

hereinafter called the Grantees of the other part,

Witnesseth, that in consideration of **Four Hundred Twenty Thousand and 00/100 Dollars, (\$420,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, his/her/their heirs and assigns as tenants by entirety

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of Springfield, County of Montgomery, Commonwealth of Pennsylvania being Lot No. 6 on certain plan of Erdeheim Terrace laid out for Henry B. Auchy by Albright and Mebus, C. E. dated December 1908, which said plan is recorded in Deed Bock No. 602, Page 500, bounded and described, as follows, to wit:

BEGINNING at a point the intersection of the Northeasterly side of Montgomery Avenue (50 feet wide) with the Southeasterly side of Terminal Avenue (50 feet wide); thence extending along said side of Terminal Avenue on the curve on the right with a radius of 552.01 feet, the arc distance of 151 feet 10-7/8 inches to a point; a corner of Lot No. 112; thence extending in a Southeasterly direction on a line parallel with Montgomery Avenue and along the Southwesterly line of Lot No. 112; 29 feet 2-3/4 inches to a point; a corner of Lot No. 5; thence extending Southwesterly on a line at right angles to Montgomery Avenue and along the Northwesterly line of Lot No. 5, 150 feet to a point in the aforesaid side of Montgomery Avenue; thence extending along the same Northwestwardly, 50 feet to the first mentioned point and place of beginning.

Being the same premises which James D. Flanigan and Bernadette M. Flanigan his wife by Deed dated 11/30/1986 and recorded 12/15/1986 in Montgomery County in 4822 Page 1873 conveyed unto Brendan P. Clark and Lynda L. King his wife, in fee.

11-



And the said Grantors do hereby covenant to and with the said Grantees that he/she/they, the said Grantors, his/her/their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, his/her/their heirs and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/them or any of them.

In witness whereof, the said Grantors has caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Witness [Signature] Brendan P. Clark
Brendan P. Clark

Print Witness Name: Sarah M. King

Witness [Signature] Lynda L. King, aka Lynda Clark
Lynda L. King, aka Lynda Clark

Print: Sarah M. King

State/Commonwealth of Pennsylvania
County of Montgomery

On this 20 day of April, 2020, before me, the undersigned officer, personally appeared Brendan P. Clark and Lynda L. King, nka Lynda Clark, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JUDITH A. EISENHOWER, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires July 5, 2020



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In witness whereof, the said Grantors has caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Witness [Signature] Brendan P. Clark
Brendan P. Clark

Print Witness Name: [Signature]

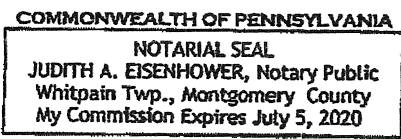
Witness [Signature] Lynda L. King, aka Lynda Clark
Lynda L. King, aka Lynda Clark

Print: [Signature]

State/Commonwealth of Pennsylvania
County of Montgomery

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In witness whereof, I hereunto set my hand and official seal
[Signature]
Notary Public



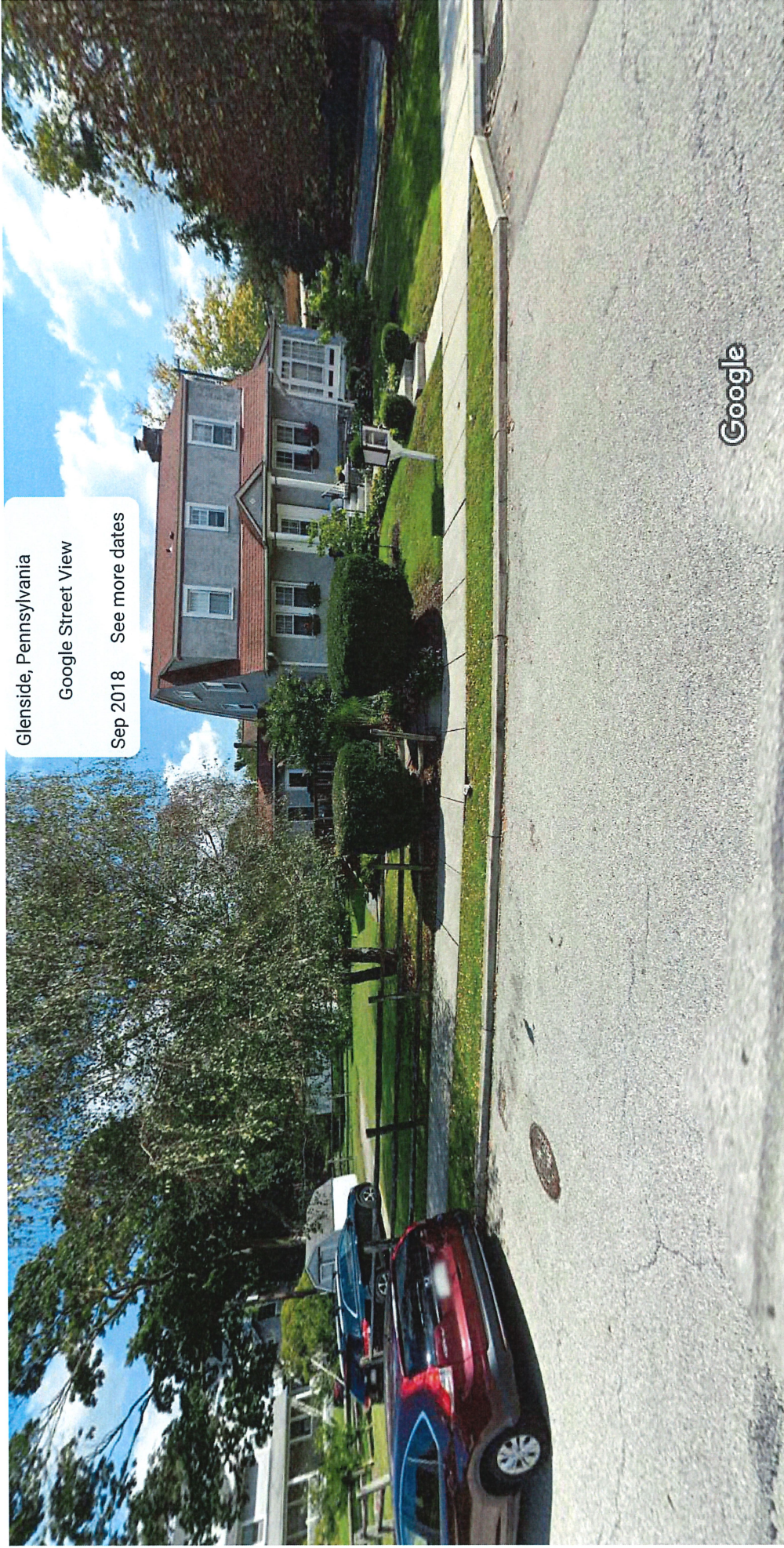


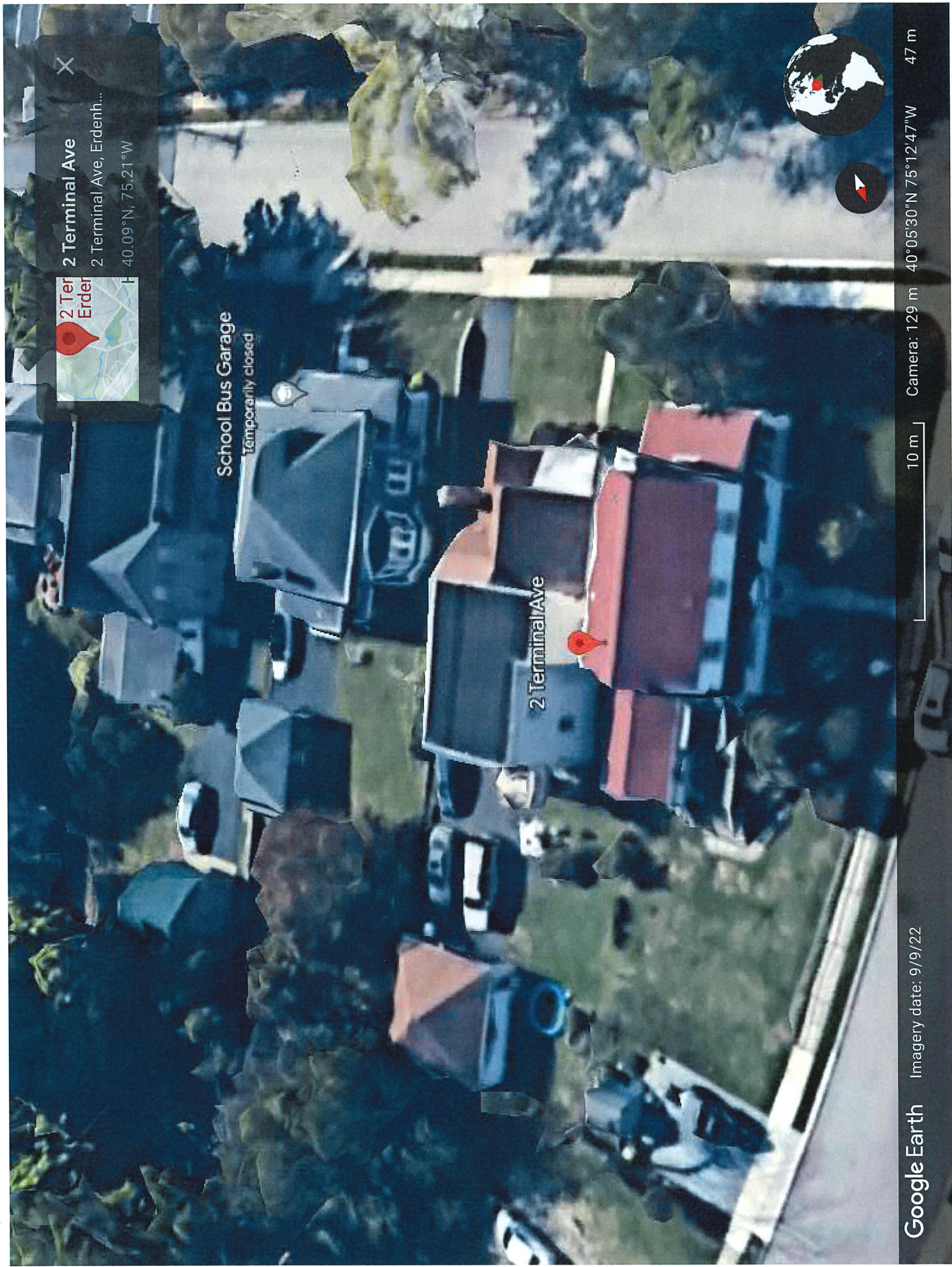
Image capture: Sep 2018 © 2023 Google

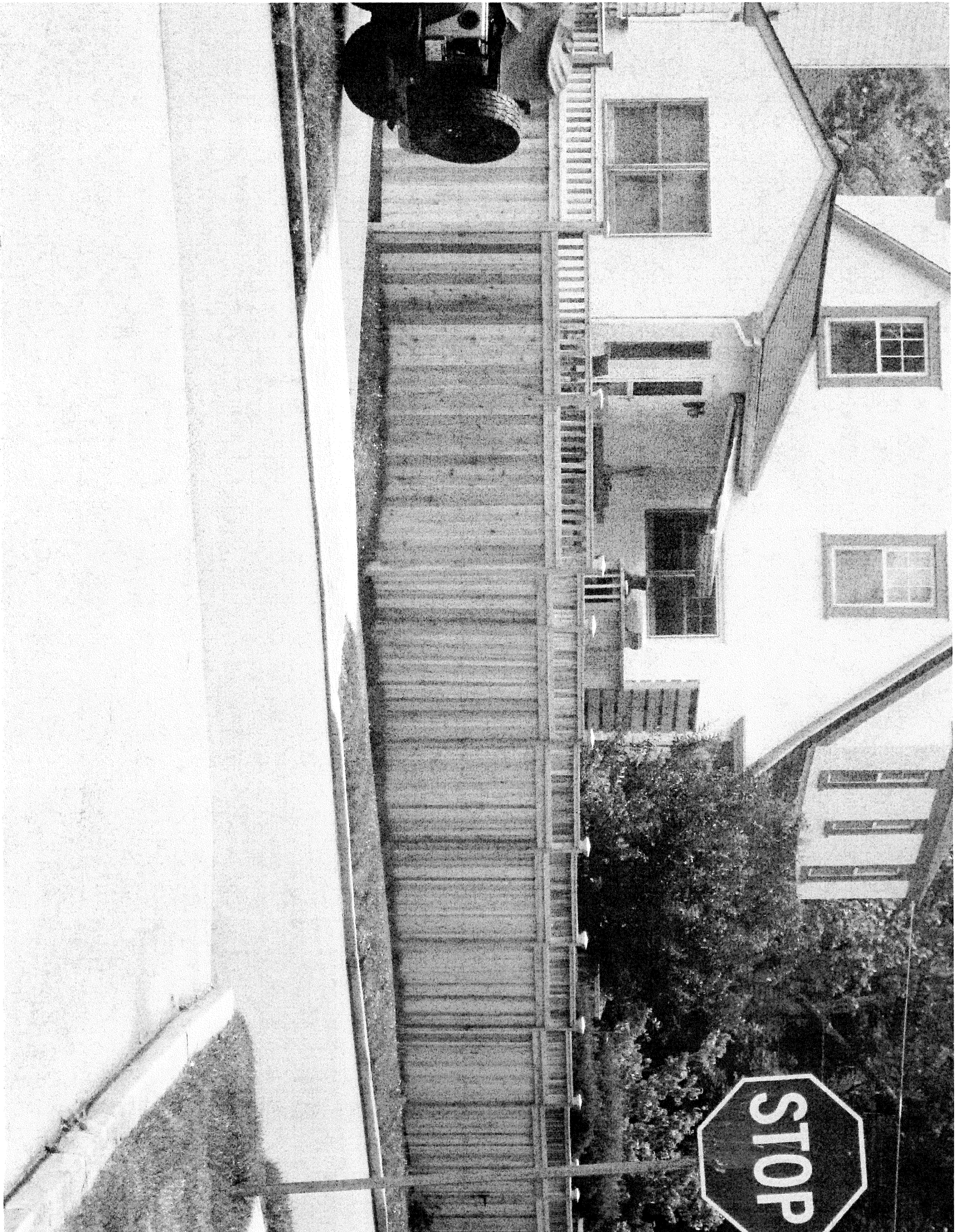


2 Terminal Ave

All

Street View & 360°





STOP

