



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

Susanna O. Ratsavong
Vice President

Peter D. Wilson
Jonathan C. Cobb
Brendan May
Elizabeth McNamara
Edward H. Morris, III

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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.

Tuesday, September 29, 2025, at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #25-17: This is the application of **Brooke DiMarco & Mark Brault**, owners of the property located at 517 E. Willow Grove Avenue, Wyndmoor, PA 19038, known as Parcel #5200-1835-5007. The owners have filed an appeal to the action of the Zoning Officer and in the alternative, have requested a variance from Section 114-138. G of the Springfield Township Zoning Ordinance. The applicants seek approval to alter the roof line of an existing non-conforming building. The detached accessory building now exceeds the 12-foot height limitation. The renovations to this structure have been made without obtaining the required building permit(s). The property is zoned within the A-Residential 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

Springfield Township
Montgomery County
Received

AUG 25 ENT'D

Community Development
Department

NO. 25-17

DATE: 8.25.25

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We Mark Brault & Brooke DiMarco

(Name of Applicant)

Of (Address) 517 E Willow Grove Ave, Wyndmoor, PA 19038

(Telephone No.) 603-205-7043 (Mark)

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

X 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 131,
Subsection C, of the Springfield Township Zoning Code.

X Other (please specify) Variance from 114.138.G

The property concerned is located at

517 E Willow Grove Ave, Wyndmoor, PA 19038

Petitioner's Interest in the property is homeowner

Present use of property Residential R1

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.

Structural repairs were required to maintain safety and homeowners' insurance.

No reasonable possibility to develop property and move existing non-conforming garage.

Minimum possible changes were made to both satisfy insurance requirements

and bring up to standard with modern building code and development character in area.

Closely matched aesthetic of main house: slate roof, crown molding, shed dormer, etc.

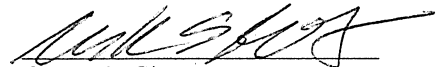
No change to building footprint, impact on traffic, off-street parking, or access points.

Adequately safeguarded (and improved) harmonious design of neighborhood.

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

CASE #25-17
CHECK # 3304
\$500.00


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.

Mark S Brault

Printed Name of Applicant

Mark S Brault Digitally signed by Mark S Brault
Date: 2025.08.11 09:53:33 -04'00'

Applicant's Signature and Date

05-Aug-2025

Springfield Township Zoning Hearing Board / Montgomery County, PA

1510 Paper Mill Rd.

Wyndmoor, PA 19038

Zoning Variance Application

Mark & Brooke Brault

517 E Willow Grove Ave, Wyndmoor, PA 19038

Dear Members of the Zoning Board of Appeals,

I am writing this letter to first apologize for not obtaining the necessary approvals before performing repairs on our detached garage. Secondly, I am requesting relief for improvements that were necessary to salvage the structural integrity, maintain our insurance coverage, and improve the value of the property and overall community.

I performed the work myself with the intention of repairing the roof surface and any underlying lumber that was compromised, including rafters, soffits, and eaves. There was far more damage than anticipated (i.e. rot, termites, mold), and we were forced to make more significant improvements.

We have worked in good faith with our neighbors to perform the repairs, and all the residents who share a property line with us have provided letters of support for the construction. These repairs were overlooked for decades, and the detached structure was neither safe nor aesthetically pleasing.

Thank you for your time and consideration of this matter. I apologize for our failure to comply with local zoning procedures. The project scope changed as the extent of damage was discovered midstream. Therefore, I humbly and respectfully ask for your approval of this variance application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Brault", with a long horizontal flourish extending to the right.

P.O. Box 5300
Binghamton, NY 13902-9953

66259002 NO RP 29 20241029 NNNNNNNN 0023654 0065

MARK BRAULT
BROOK ALLISON DEMARCO
517 E WILLOW GROVE AVE
GLENSIDE, PA 19038-8421

October 29, 2024



RE: Policy Number: 42028507
Insured Location: 517 E WILLOW GROVE AVE, GLENSIDE PA 19038
Effective Period: Oct 2 2024 12:00AM - Oct 2 2025 12:00AM

Dear Mark Brault,

As part of our service commitment to our customers, a routine inspection of your home was recently completed. Based on our evaluation, we identified the following conditions and/or hazards that need your attention:

The garage has soffits, fascia, and/or eaves damaged by dry rot and requires repair. Vegetation or vine growth on the garage requires treatment and removal.

The presence of these conditions and/or hazards associated with your property increase the risk of loss and need your attention.

We realize that as a concerned property owner, you may already have plans to correct this condition(s). However, before we can renew your policy on Oct 2 2025 12:00AM, the item(s) listed above need to be corrected. When addressing the above items be sure to use a licensed contractor if appropriate.

We need the following information by February 28, 2025.

- Paid receipts from a licensed contractor or architect that confirm the above items were addressed in compliance with local building codes.
- Color photographs taken in the daylight that show repairs and/or corrections.
- For **Roof Repairs/Replacement** - photographs of all sides of the roof and a paid receipt for completed work.

To ensure your documents are processed promptly, please send them to us by either emailing them with your policy number, full name and address in the subject line to customerservice@homesite.com or mailing this information to the address above. Please include your policy number on all documentation.

If you have any questions please contact us at 1-866-960-8609 or customerservice@homesite.com. Thank you for your prompt attention in this matter. We appreciate your business.

Sincerely,

Underwriting Department
HOMESITE INSURANCE COMPANY OF THE MIDWEST

Progressive is not affiliated with Homesite. Insurance policies purchased through Progressive Home, by Homesite are underwritten by member companies of the Homesite Group Incorporated, a leading provider of homeowners, renters and condominium insurance. Homesite provides the coverage for, and pays the claims associated with, these insurance policies. Progressive is not responsible for the insurance claims or any other obligations of Homesite. Certain Progressive companies may be compensated as licensed agencies for performing services on behalf of Homesite.

Policies are underwritten and issued by member companies of the Homesite Insurance Group. Member companies include: Homesite Insurance Company of California (CA Certificate of Authority #4620-1), Homesite Indemnity Company, Homesite Insurance Company of Illinois, Homesite Insurance Company of Florida, Homesite Insurance Company of the Midwest (CA Certificate of Authority #5045-0), Homesite Insurance Company of New York, Homesite Insurance Company of Georgia, Homesite Lloyd's of Texas and Homesite Insurance Company.

HH U12 CW 04 22

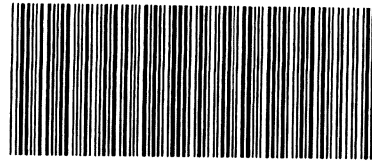
42028507



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 6365 PG 01874 to 01879
INSTRUMENT # : 2024028438
RECORDED DATE: 06/10/2024 02:14:05 PM



6319478-0019+

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed
Document Date: 05/16/2024
Reference Info:

Transaction #: 6941691 - 1 Doc(s)
Document Page Count: 5
Operator Id: dkrasley

RETURN TO: (Simplifile)
Authentic Land Transfer, LLC
201 W Skippack Pike
Ambler, PA 19002-5136
(484) 900-4200

PAID BY:
AUTHENTIC LAND TRANSFER LLC

*** PROPERTY DATA:**

Parcel ID #: 52-00-18355-00-7
Address: 517 WILLOW GROVE AVE

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

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1,652,000.00
TAXABLE AMOUNT: \$1,652,000.00

FEES / TAXES:

Recording Fee:Deed	\$86.75
Additional Pages Fee	\$2.00
Affordable Housing Pages	\$2.00
State RTT	\$16,520.00
Springfield Township RTT	\$8,260.00
Springfield School District RTT	\$8,260.00
Total:	\$33,130.75

DEED BK 6365 PG 01874 to 01879
Recorded Date: 06/10/2024 02:14:05 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:

Authentic Land Transfer
P.O. Box 454
Ambler, PA 19002

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
52-00-18355-00-7 SPRINGFIELD TOWNSHIP
517 WILLOW GROVE AVE
CONCANNON MICHAEL L & WENDY R
B 022 L U 019 1101 06/06/2024 \$15.00
JG

Parcel No. 52-00-18355-00-7

Property: 517 Willow Grove Avenue, Wyndmoor, PA 19038

State Transfer Tax: \$16,520.00; Local Transfer Tax: \$16,520.00

This Indenture, made the 16th day of May, 2024
Between

Michael L. Concannon

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

Brooke DiMarco and Mark Brault

(Hereinafter called the Grantee), of the other part

Witnesseth that the said Grantors for and in consideration of the sum of One Million Six Hundred Fifty Two Thousand Dollars (\$1,652,000.00)

Lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, their heirs and assigns,

PREMISES "A"

ALL THAT CERTAIN lot or piece of ground numbered Forty-one on the Plan of Lots of Chestnut Hill Land Association, SITUATE on the Northwest side of Willow Grove Avenue at the distance of Seven Hundred and Fifty-one feet Three and one-eighth inches Northeastward from the Northeast side of Stenton Avenue in Springfield Township, Montgomery County, Commonwealth of Pennsylvania. CONTAINING in front or breadth on the said Willow Grove Avenue Seventy-four feet and extending of that width in length or depth Northwestwardly between parallel lines with Stenton Avenue One Hundred and Forty feet.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected being part of Lot numbered Forty on the Plan of Lote of Chestnut Hill Land Association, SITUATE on the Northwest side of Willow Grove Avenue at the distance of Seven Hundred and One feet three and One-eighth inches Northeastward from the Northeast side of Stenton Avenue in Springfield Township, Montgomery County, Pennsylvania. CONTAINING in front or breadth on the said Willow Grove Avenue Fifty feet and extending of that width in length or depth Northwestwardly between lines parallel with Stenton Avenue, One Hundred and Forty feet.

Being the same premises which Lea M. Kusner and Louisa M. Saltzman Executricies of the Estate of Louisa J. Manly-Power, deceased. by Deed dated 9/24/1992 and recorded 10/15/1992 in Montgomery County in Deed Book 5021 Page 2141 conveyed unto Michael Lawrence Concannon and Wendy Romig Concannon, in fee.

And the said Wendy Romig Concannon departed this life on 7/7/2022.

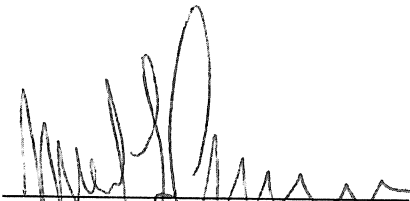
Together with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders,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

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

And the said **Grantor** for their heirs, successors, executors, administrators, covenants, grants and agree, to and with the said **Grantee**, their heirs and assigns, by these presents, that the said **Grantor** and their heirs, all and singular the hereditaments, has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever whereby the Premises hereby granted or any party thereof, is, are, shall, or may be impeached, charged, or encumbered, in title, charge, estate or otherwise howsoever and the Grantor(s) shall and will GENERALLY WARRANT and forever DEFEND the Premises hereby conveyed.

In Witness Whereof, the party of the first part hereunto set his hand and seal.
Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:


Michael L. Concannon (SEAL)

State of PA

County of Philadelphia

On this 16 day of May 2024, before me, Marissa Brooks, a Notary Public, the undersigned officer, personally appeared

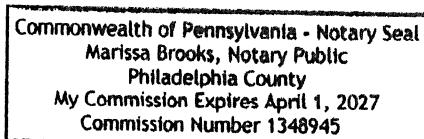
Michael L. Concannon

Known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Marissa Brooks

Notary Public



The precise residence and the complete post office

Address of the above-named Grantee is:

517 Willow Grove Avenue, Wyndmoor, PA 19038

Kristen Salvitti

On behalf of the Grantee

DEED

Parcel No. – 52-00-18355-00-7

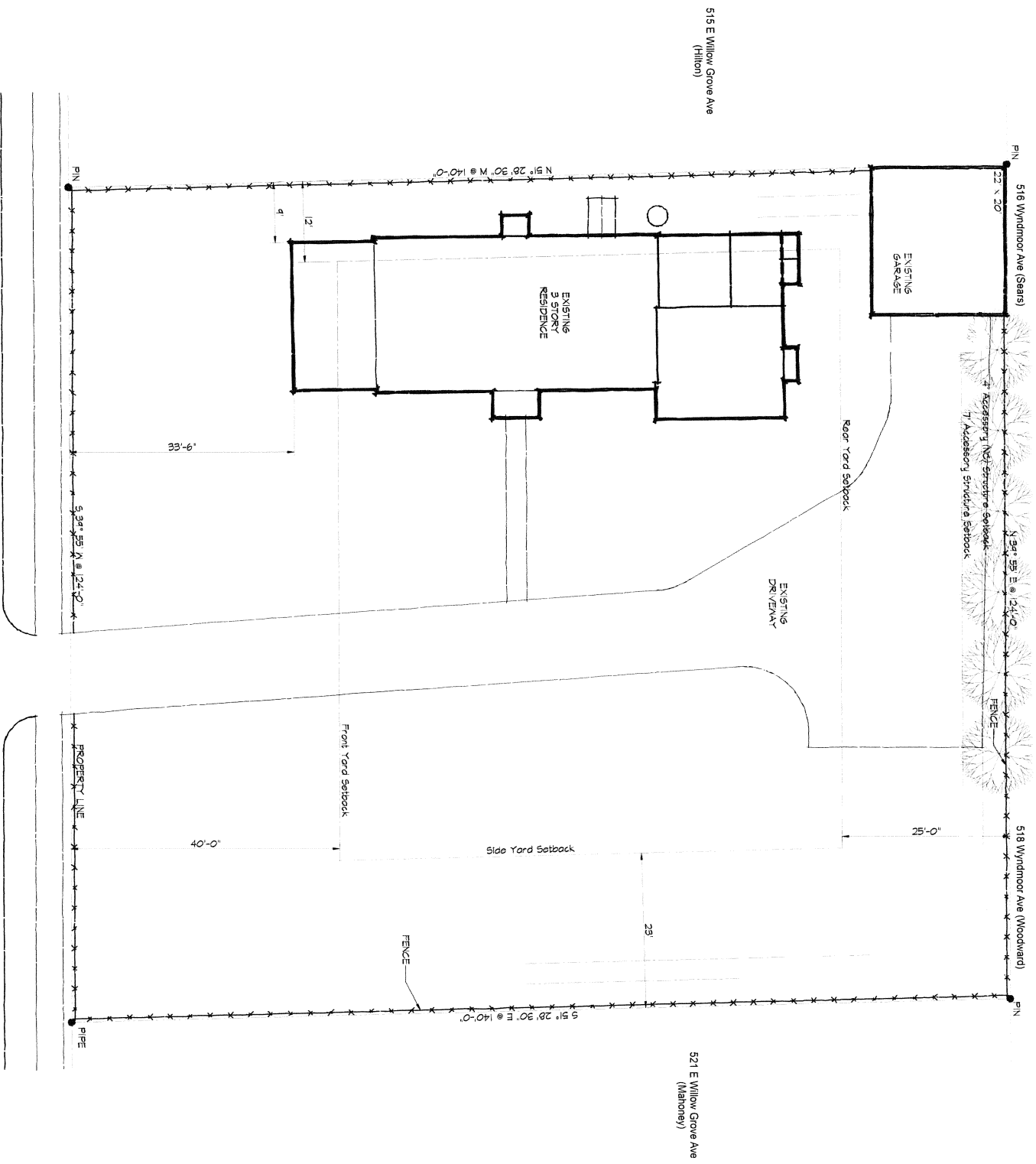
Michael L. Concannon

TO

Brooke DiMarco and
Mark Brault

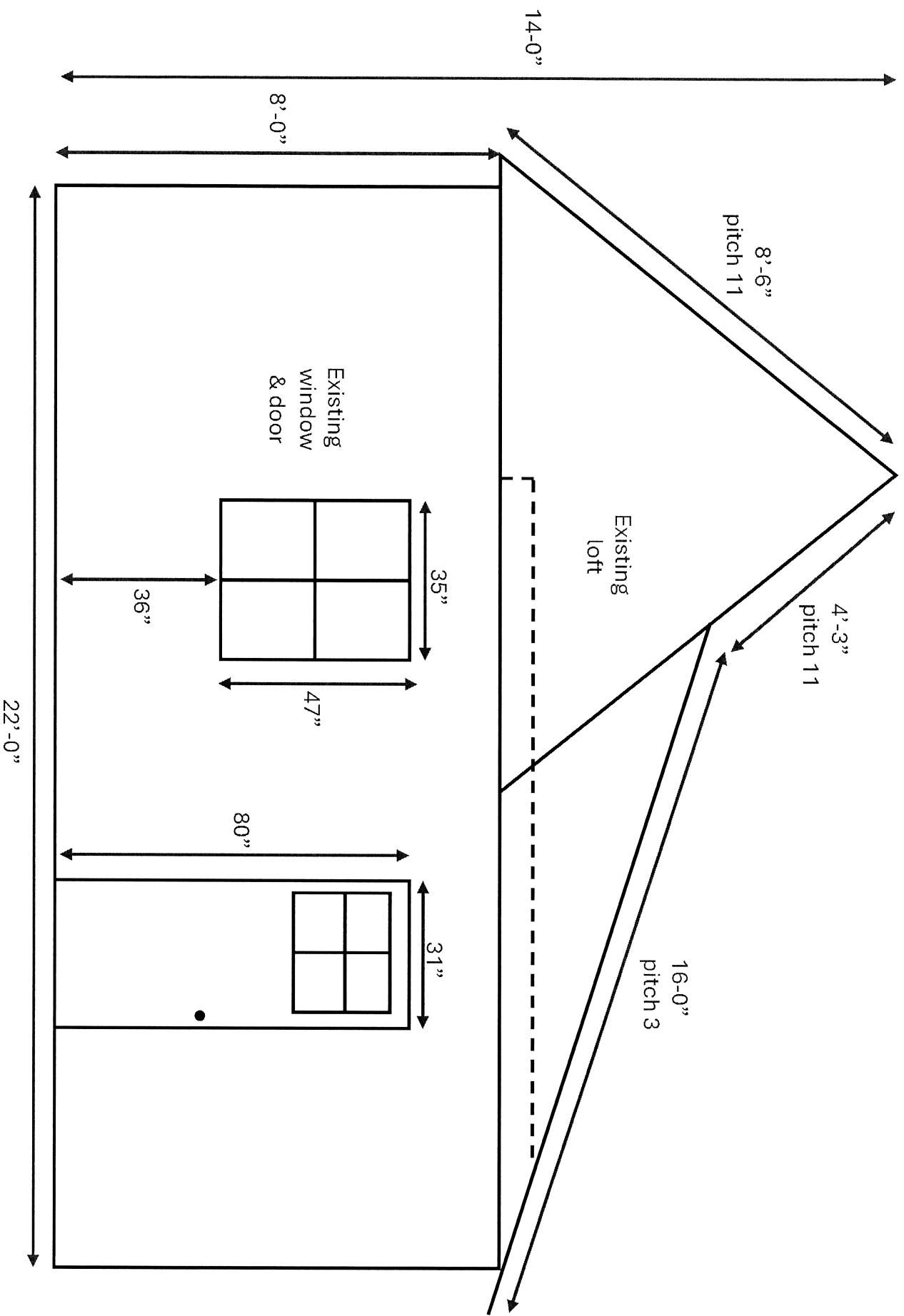
AUTHENTIC LAND
TRANSFER

P.O. Box 454
Ambler, PA 19002

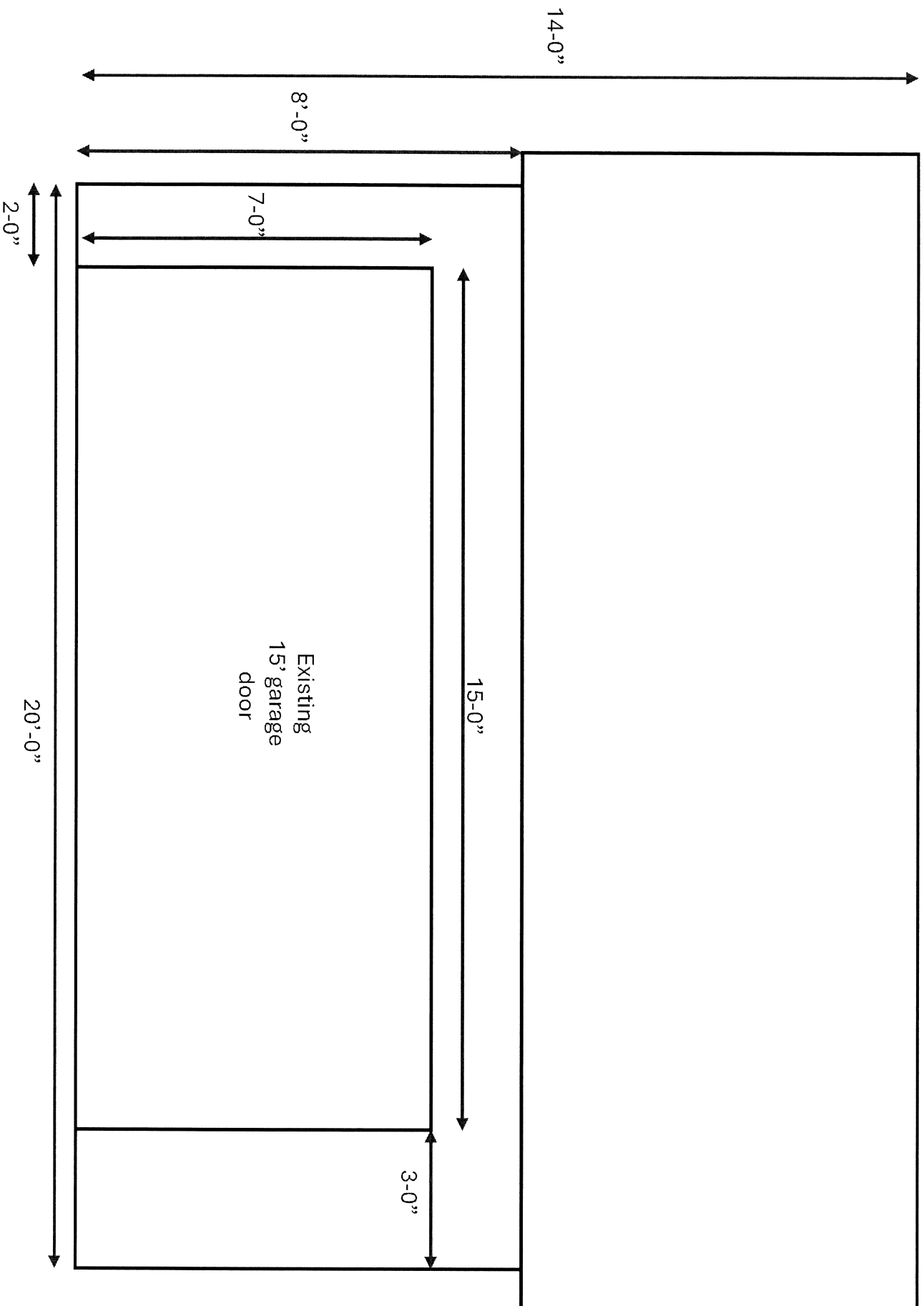


517 E. Willow Grove Avenue, Wyndmoor, Pennsylvania 19038 - Springfield Township - Montgomery County

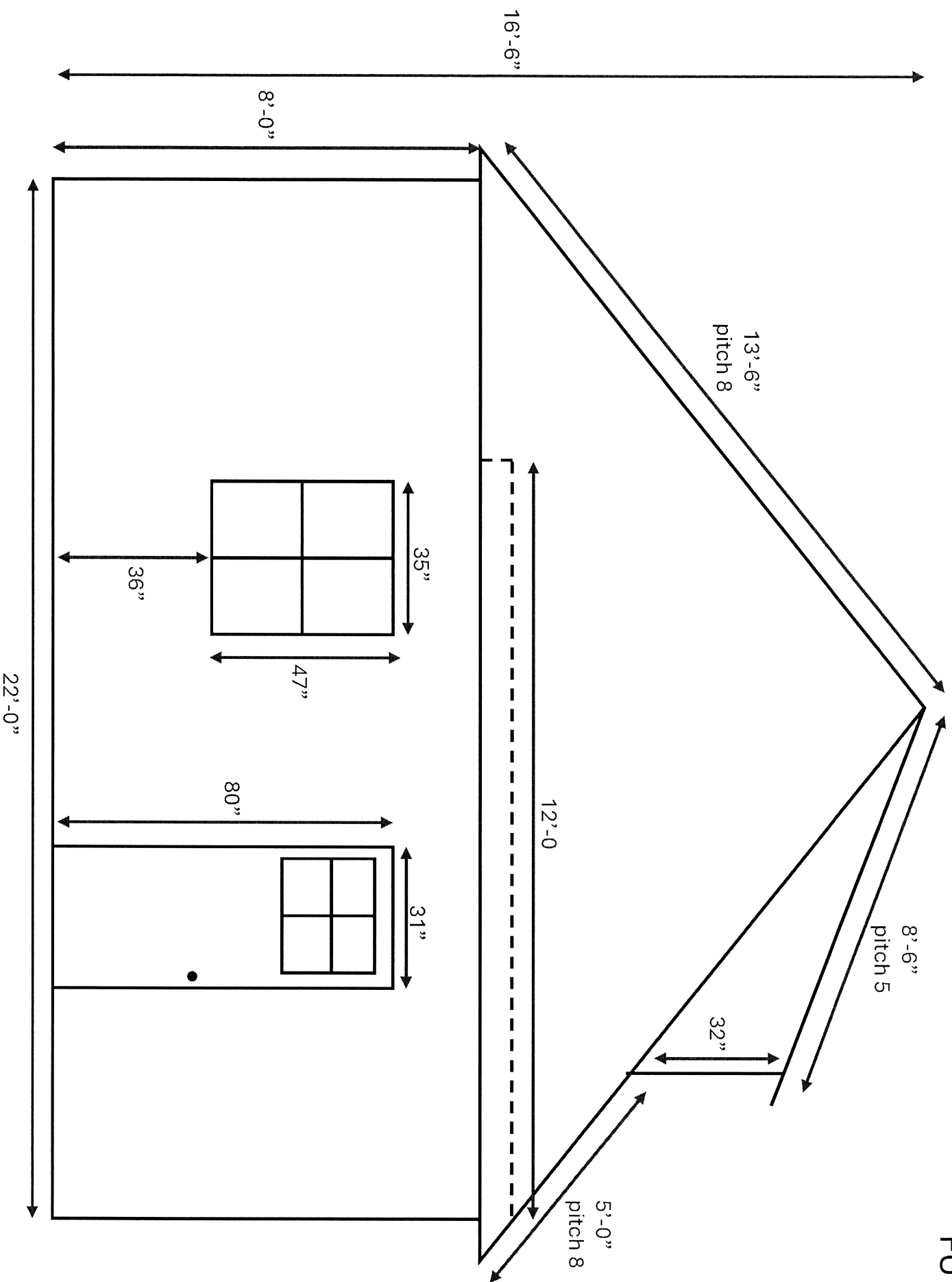
CURRENT



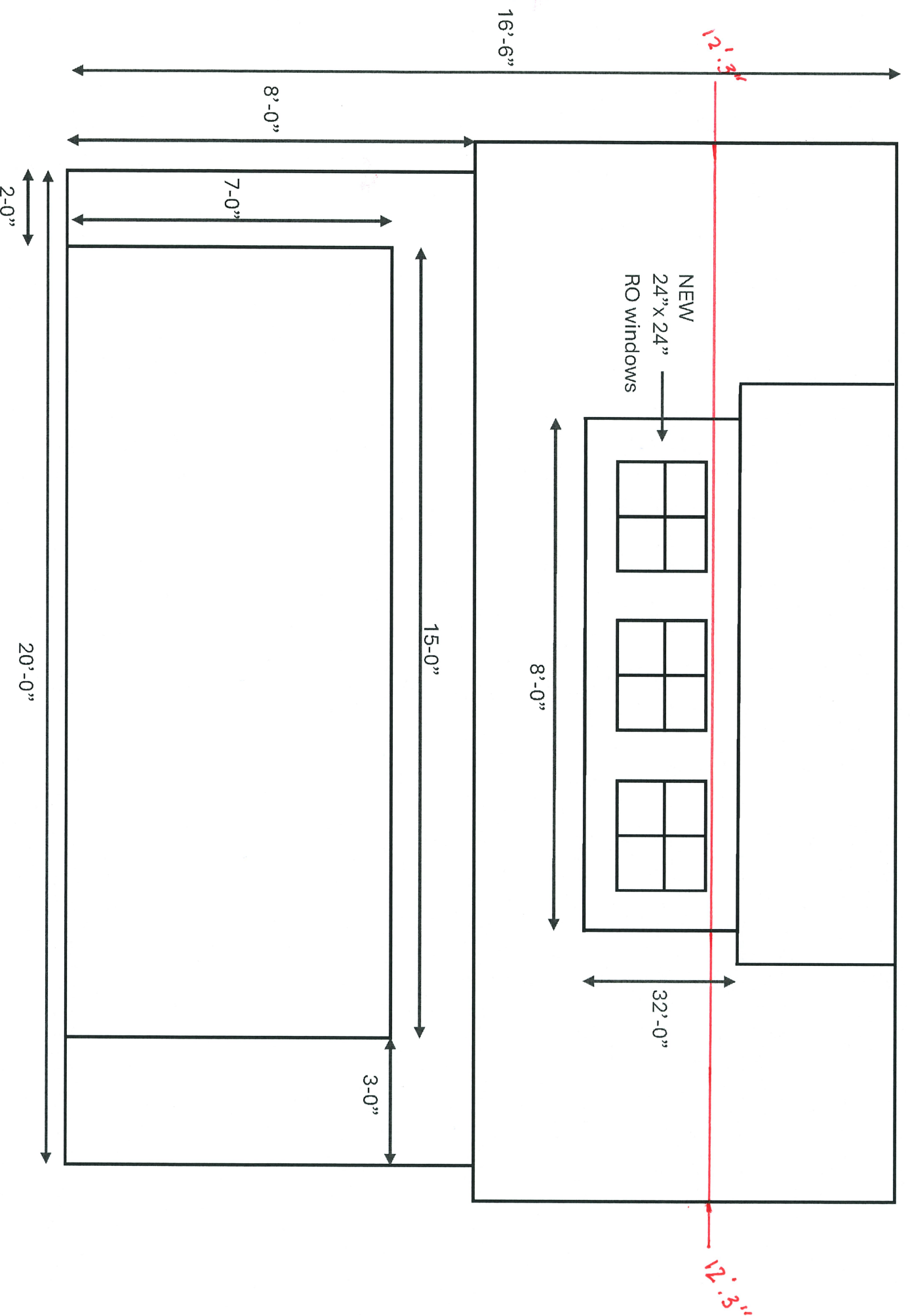
CURRENT



FUTURE



FUTURE



Chapter 114. Zoning

Article XIII. General Regulations

§ 114-138. Nonconforming uses.

[Amended 4-9-1980 by Ord. No. 694; 12-13-1995 by Ord. No. 814; 4-13-2005 by Ord. No. 871; 9-12-2018 by Ord. No. 955]

- A. The lawful use of a building or premises, which use is existing at the time the applicable ordinance became effective or is authorized by a building permit issued prior thereto, may be continued although such use does not conform to the provisions of this chapter. If such nonconforming use is discontinued for 12 consecutive months, however, a rebuttable presumption shall be established that such nonconforming use has been abandoned. Such presumption may be challenged by application and appeal to the Zoning Hearing Board, and the landowner must present sufficient evidence at a hearing to prove to the Zoning Hearing Board that the preexisting nonconforming use was not intentionally abandoned.
- B. A lawful nonconforming use of a building or land may be changed to another, less intensive nonconforming use when authorized as a special exception. In addition to demonstrating compliance with the special exception criteria contained in § 114-165 of the Code, the applicant shall also establish that:
 - (1) The proposed nonconforming use on the property is less intensive than the lawful nonconforming use existing on the property beforehand;
 - (2) No enlargements in or additions to such building or the nonconforming area are proposed; and
 - (3) The new, less intensive nonconforming use does not result in any newly created ancillary nonconformities.
- C. Whenever a nonconforming use of a building or land has been changed to a less intensive nonconforming use or a conforming use, all rights to such previous nonconforming use shall hereinafter be considered permanently discontinued and abandoned.
- D. A lawful, nonconforming use of a portion of a building or land may be expanded within that building or land area by special exception, provided that such expansion:
 - (1) Complies with the special exception criteria contained in § 114-165 of the Code;
 - (2) Does not require any structural alterations; and
 - (3) Is no greater than 25% of the gross square footage area devoted to the nonconforming use when such use initially became nonconforming.
- E. A nonconforming building which is damaged by fire, explosion or an act of God may be repaired or rebuilt and used for the same purpose, provided that:
 - (1) The reconstruction of the building is commenced within one year from the date the building was damaged and is carried through to completion without undue delay.

(2) The reconstructed building does not exceed in height or in area the building damaged.

- F. A nonconforming use of a building may not be changed otherwise than as provided in this section.
- G. Any new stories or other vertical expansion erected on a nonconforming structure shall be constructed to fulfill all building setback requirements, including, but not limited to, front yard, rear yard, side yard, area requirements, height limitations and special requirements, and all other applicable regulations of the zoning district in which the structure is located, which regulations shall be applied (except as to height restrictions) on the level upon which such new stories are being erected. Otherwise, a variance, for each regulation with which the vertical expansion does not comply, must be approved by the Zoning Hearing Board.



The Township of Springfield

Montgomery County, Pennsylvania
1510 Paper Mill Rd., Wyndmoor, PA. 19038
Telephone: (215) 836-7600 Fax: (215) 836-7180

Work Without Permit

June 25th, 2025

Mark Brault & Brooke DiMarco
517 E. Willow Grove Ave.
Wyndmoor, PA. 19038

Re: Work without permits at 517 E Willow Grove Ave, Springfield Township, Montgomery County

Sirs/Madam,

It has come to the attention of this office that construction is being performed on the property at **517 E. Willow Grove Ave** without first securing the necessary township building and/or zoning permits along with obtaining the required inspections. The acquiring of permits and the notification for inspections of the various stages of construction is the responsibility of the property owner/contractor. During a recent inspection of your property, a **Detached Garage** was observed as being installed without the required township permits.

According to The Pennsylvania Construction Code Act 45 (35 P.S.//7210.70-7210.1103), you are in violation of section §403.42 "Permit Requirements and Exemptions". In order to abate this situation, please comply with the following directives,

Please contact this office within 10 calendar days of the date of this correspondence to discuss your options and required procedures. If this notice is ignored the township may initiate legal action to have you come into compliance with the permit procedures that are required to be followed by residents of Springfield Township.

If you have any questions or require any additional information, please contact the building codes department of Springfield Township at (215) 836-7600

Thank You,

Michael Imperial
Keystone Municipal Services, Inc.
Springfield Township Building Code Official

05-Aug-2025

Springfield Township Zoning Hearing Board / Montgomery County, PA

1510 Paper Mill Rd.

Wyndmoor, PA 19038

RE: Support for Zoning Variance Application - Mark & Brooke Brault- 517 E Willow Grove Ave, Wyndmoor, PA 19038

Dear Members of the Zoning Board of Appeals,

I am writing this letter in support of the zoning variance application submitted by Mark & Brooke for a new roof on the detached garage located at 517 E Willow Grove Ave.

I am the owner of a neighboring property, and I am fully aware of the proposed changes and have no objections to the construction of a new roof, including the addition of a dormer.

The proposed project will not negatively impact my property or the surrounding neighborhood. On the contrary, it is a necessary improvement to maintain the property's condition, which in turn helps to preserve the overall aesthetic and value of our community.

Thank you for your time and consideration of this matter. I respectfully urge you to approve this variance application.

Sincerely,

Signature:



Printed Name:

David + Sara Hilton

Property Address: 515 E. Willow Grove Ave, Wyndmoor PA 19038

Phone Number: 215-868-9791

05-Aug-2025

Springfield Township Zoning Hearing Board / Montgomery County, PA

1510 Paper Mill Rd.

Wyndmoor, PA 19038

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Thank you for your time and consideration of this matter. I respectfully urge you to approve this variance application.

Sincerely,

Signature: 

Printed Name: Kim Sears

Property Address: 516 Wyndmoor Ave / Wyndmoor, PA

Phone Number: 904.302.1460

05-Aug-2025

Springfield Township Zoning Hearing Board / Montgomery County, PA

1510 Paper Mill Rd.

Wyndmoor, PA 19038

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Thank you for your time and consideration of this matter. I respectfully urge you to approve this variance application.

Sincerely,

Signature: 
Kerry Woodward (Aug 6, 2025 15:09:37 EDT)

Printed Name: Kerry Woodward

Property Address: 518 Wyndmoor Ave

Phone Number: 203.6418581

05-Aug-2025

Springfield Township Zoning Hearing Board / Montgomery County, PA

1510 Paper Mill Rd.

Wyndmoor, PA 19038

RE: Support for Zoning Variance Application - Mark & Brooke Brault - 517 E Willow Grove Ave, Wyndmoor, PA 19038

Dear Members of the Zoning Board of Appeals,

I am writing this letter in support of the zoning variance application submitted by Mark & Brooke for a new roof on the detached garage located at 517 E Willow Grove Ave.

I am the owner of a neighboring property, and I am fully aware of the proposed changes and have no objections to the construction of a new roof, including the addition of a dormer.

The proposed project will not negatively impact my property or the surrounding neighborhood. On the contrary, it is a necessary improvement to maintain the property's condition, which in turn helps to preserve the overall aesthetic and value of our community.

Thank you for your time and consideration of this matter. I respectfully urge you to approve this variance application.

Sincerely,

Signature:  _____
Jennifer Mahoney (Aug 5, 2025 20:41:47 EDT)

Printed Name: Jennifer Mahoney

Property Address: 521 E Willow Grove Ave Wyndmoor PA 19038

Phone Number: 4847443522



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

Susanna O. Ratsavong
Vice President

Peter D. Wilson
Jonathan C. Cobb
Brendan May
Elizabeth McNamara
Edward H. Morris, III

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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.

Tuesday, September 29, 2025, at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #25-18: This is the application of **G. P. Ventures HoldCo, LLC**, lease holder for the property located at 112 Lorraine Avenue, Orelan, PA 19075, known as Parcel #5200-1010-8001. The applicant has requested a variance from Section 114-91 of the Springfield Township's Zoning Ordinance. The applicant seeks approval to operate light manufacturing facility on the site. The business involves the assembly of firearm parts and the application of a protective sealant on those parts. The facility is not open to the public and there will be no retail sales from the site. The property is zoned within the B-1 Business District of Ward #3 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. 25-18

DATE: 8.25.2025

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We G.P. Ventures HoldCo, LLC
(Name of Applicant)

Of (Address) 1407 Bethlehem Pike, Suite 302, Flourtown, PA 19031

(Telephone No.) 215-965-7877

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 91,
Subsection , of the Springfield Township Zoning Code.

 Other (please specify)

The property concerned is located at 112 Lorraine Avenue, Oreland, PA 19075

Petitioner's Interest in the property is Lease Holder/Business Owner

Present use of property Vacant Commercial Space

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.

The applicant seeks a variance to use the space for light manufacturing and limited application of a protective sealant. The business involves the assembly of firearm parts.

There is no sales of firearms or sale of parts from this facility. The business is no open to the public. The prior use of the building involved vehicle wrapping and vehicle signage.

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 # 1023
\$1200

x 
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.

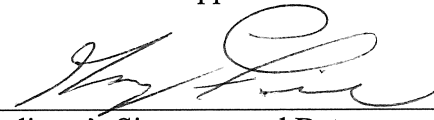
Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall 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.

G.P. Ventures HoldCo, LLC

Printed Name of Applicant

X 

Applicant's Signature and Date



File Edit View Add Tools Help

112 Lorraine Avenue, Oreland, PA

Add first point





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 6109 PG 00878 to 00882
INSTRUMENT # : 2018068112
RECORDED DATE: 10/01/2018 03:11:53 PM



3909729-0018+

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 4085521 - 1 Doc(s)
Document Date: 09/27/2018	Document Page Count: 4
Reference Info:	Operator Id: msanabia
RETURN TO: (Simplifile) Springfield Abstract 1415 Bethlehem Pike Flourtown, PA 19031 (215) 836-1000	PAID BY: SPRINGFIELD ABSTRACT

*** PROPERTY DATA:**
Parcel ID #: 52-00-10108-00-1
Address: 112 LORRAINE AVE

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

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1.00
TAXABLE AMOUNT: \$0.00
FEES / TAXES:
Recording Fee:Deed \$86.75
Additional Names Fee \$0.50
Affordable Housing Names \$0.50
Total: \$87.75

DEED BK 6109 PG 00878 to 00882
Recorded Date: 10/01/2018 03:11:53 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:

Springfield Abstract, Inc.
1415 Bethlehem Pike
Flourtown, PA 19031
215-836-1000

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
52-00-10108-00-1 SPRINGFIELD TOWNSHIP
112 LORRAINE AVE
BOSCA PIETRO & LOUIS A & FRANCO
B 056 L U 003 3320 10/01/2018

\$15.00
JG

File No. BOSCA2

UPI # 52-00-10108-00-1

Transfer is from father and sons to sons only and is
therefore transfer tax exempt.

This Indenture, made the 27th day of September, 2018

Between

PIETRO BOSCA, LOUIS A. BOSCA AND FRANCO BOSCA

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

LOUIS A. BOSCA AND FRANCO BOSCA

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

Witnesseth, that the said Grantors for and in consideration of the sum of **One And 00/100 Dollars (\$1.00)** 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 in common

ALL THOSE TWO CERTAIN lots or pieced of ground with the buildings and improvements thereon erected, situate in Springfield Township, Montgomery County, PA and designated as Lots #284 and 286 on Plan of Orlando Land and Improvement Company and bounded and described as follows, to wit:

BEGINNING at a iron pin on the Southeasterly side of Lorraine Avenue (50 feet wide) said point being at the distance of 425.00 feet measured Northeastwardly along the Southeasterly side of Lorraine Avenue from its point of intersection with the Northeastly side of Walnut Street (50 feet wide).

CONTAINING in front or breadth Northeastwardly along the Southeasterly side of Lorraine Avenue 50.00 feet and extending of the width in length or depth Southwestwardly from parallel lines 110.00 feet.

BEING known as #112 Lorraine Avenue.

BEING assessment Parcel #52-00-10105-00-1.



BEING the same premises John Sullivan and Kathryn Sullivan by Deed May 25, 2001 and recorded November 2, 2002 in the County of Montgomery, In Deed Book 5383 page 2367 granted and conveyed unto Pietro Bosca, Louis A. Bosca and Franco Bosca.

THIS IS A TRANSFER FROM FATHER AND SONS TO SONS THEREFORE TRANSFER TAX EXEMPT.

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

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said 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, and against all and every other person and persons whosoever lawfully claiming or to claim the same or any part thereof, shall and will

Warrant and Forever Defend.

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

**Sealed and Delivered
in the Presence of Us:**

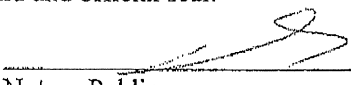
Pietro Bosca {SEAL}
Pietro Bosca
L. A. Bosca {SEAL}
Louis A. Bosca
Franco Bosca {SEAL}
Franco Bosca



Commonwealth of Pennsylvania } ss
County of Montgomery }

On this, the 27th day of September, 2018, before me, the undersigned Notary Public, personally appeared **Pietro Bosca, Louis A. Bosca and Franco Bosca**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public

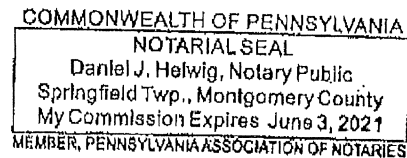
My commission expires 6-3-2021

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

107 Hawks Lane

Exton PA 19031

On behalf of the Grantees



Deed

UPI # 52-00-10108-00-1

Pietro Bosca, Louis A. Bosca and Franco
Bosca

TO

Louis A. Bosca and Franco Bosca

Springfield Abstract, Inc.
1415 Bethlehem Pike
Flourtown, PA 19031
Phone: 215-836-1000 Fax: 215-836-1141



COMMERCIAL LEASE

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): <u>G P VENTURES HOLDCO. llc</u>	LANDLORD(S): <u>Franco Bosca</u>
	<u>Louis Bosca,</u>
Authorized Signer _____	Authorized Signer _____
TENANT'S PRINCIPAL PLACE OF BUSINESS: <u>1407 Bethlehem pike #302</u>	LANDLORD'S PRINCIPAL PLACE OF BUSINESS: <u>c/o Dan Helwig Inc, 1415 bethlehem pike ,</u>
<u>Flourtown Pa. 19031</u>	<u>flourtown pa 19031</u>
TENANT'S EMAIL ADDRESS: _____	LANDLORD'S EMAIL ADDRESS: <u>c/o dhelwig@aol.com</u>

PREMISES	
A portion of the real property known as Suite Number(s) _____, _____ floor(s), consisting of approximate- ly <u>1750</u> square feet and located at <u>112 Lorraine Ave</u>	
<u>Oreland</u>	Unit(s) _____ ZIP <u>19075</u>
in the municipality of <u>Springfield</u>	County of <u>Montgomery</u>
in the Commonwealth of Pennsylvania, with improvements consisting of <u>single one story building</u>	

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

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	
Broker (Company) <u>Dan Helwig, Inc. - REALTORS®</u>	Licensee(s) (Name) <u>Dan Helwig</u>
Company Address <u>1415 Bethlehem Pike, Flourtown Pa,</u>	Direct Phone(s) <u>(215) 233-5000 x111</u>
<u>19031</u>	Cell Phone(s) <u>(215) 266-8000</u>
Company Phone _____	Fax <u>(215) 233-5837</u>
Company Fax _____	Email <u>dhelwig@aol.com</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Landlord Agent (Broker represents Landlord only)	<input type="checkbox"/> Landlord Agent (all company licensees represent Landlord)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<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)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

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: [Signature]

CL Page 1 of 13

Landlord Initials: [Signature]



Pennsylvania Association of Realtors®

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09/16

Dan Helwig, Inc., 1415 Bethlehem Pk. Flourtown PA 19031
Daniel Helwig

Phone: (215) 233-5000 Fax: (215) 233-5837
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

TAP Design Group

1 **1. LEASE DATE AND RESPONSIBILITIES**

2 For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the
3 receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and
4 Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part
5 of this Lease, dated August 21, 2025.

6 **2. DEFINITIONS**

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

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

36 (A) The Commencement Date shall be (select one):

- 37 ☐ Substantial Completion: _____
- 38 ☐ Occupancy Date: October 6, 2025
- 39 ☐ Signing Date: _____
- 40 ☒ Rent Commencement Date: January 1, 2026
- 41 ☐ Other: _____

42 Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the
43 Commencement Date.

44 (B) The Term of this Lease shall begin on the Commencement Date and expire on December 31, 2028 ("Expiration
45 Date"). This date in subsequent years shall operate as the renewal date, if any.

46 (C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use with-
47 out material interference with Tenant's business activities.

48 **4. RENEWAL TERM**

49 (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
50 any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant"
51 and the provisions of Paragraph 32 shall apply.

52 (B) ☒ **Option 1 - Automatic Termination**

53 This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or
54 renewal of the Lease prior to the last day of the Term ("Renewal Term").

55 (C) ☐ **Option 2 - Automatic Renewal**

- 56 1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for ☐ _____ additional month(s)
57 (3 if not specified) OR ☐ _____ additional year(s) (1 if not specified) ("Renewal Term").
- 58 2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less
59 than _____ days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

60 Tenant Initials: CF / _____

CL Page 2 of 13

Landlord Initials: LB

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

Landlord and Tenant agree that Tenant has the right to exercise _____ 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 _____ 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 _____ 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 \$ 2,750.00 on or before the 1st day of each ☒ month ☐ quarter ☐ other: _____ ("Due Date").

(C) Base Rent shall be calculated as \$ _____ /sq. ft. OR \$ _____ per month amounting to Base Rent of \$ _____ (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 _____ % 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: year 2 of lease @\$2850 per month, year 3 of lease \$2950 per month

(D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within _____ days (5 if not specified) of the Due Date shall be subject to a late charge of 5.000 % 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: electronic payments. 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 \$ 100.00 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 \$ 2,750.00 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: TD bank

(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 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.

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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 _____ % (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:	\$ _____	01/01/2026	\$ _____	\$ 2,750.00
(B) Security Deposit:	\$ _____	09/01/2025	\$ _____	\$ 2,750.00
(C) Additional Rent:	\$ _____	01/01/2026	\$ _____	\$ _____
(D) Other:	\$ _____	last months rent	\$ _____	\$ 2,950.00
TOTALS:	\$ _____		\$ _____	\$ 8,450.00

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 (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 peaceably 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 _____ 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.

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181 **13. TENANT'S USE AND COVENANTS**

182 (A) Tenant shall use the Premises only for light manufacturing

183
184 and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In
185 the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so,
186 subject to Landlord's prior written consent.

187 (B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxic, hazardous or obnoxious sub-
188 stance. Tenant will not maintain any hazardous substance or pollutant or contaminate as defined in 42 U.S.C. § 9601, et seq., or
189 any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous
190 under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and
191 hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This
192 indemnification is intended to survive the expiration or other termination of this Lease.

193 (C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any govern-
194 mental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting
195 Tenant's use and occupancy of the Premises or the business conducted therein.

196 (D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this Lease,
197 shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may,
198 after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.

199 ☐ **Rules and Regulations for use of the property and common areas are attached and made part of this Lease.**

200 (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
201 of other tenants on the property, or injure or annoy them; use or allow the Premises to be used for any improper, illegal or objec-
202 tionable purpose; cause, maintain, or permit any nuisances in, on or about the Premises; or commit or allow to be committed any
203 waste in, on or about the Premises.

204 **14. ASSIGNMENT AND SUBLETTING**

205 (A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any
206 part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents
207 and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.

208 (B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest
209 shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all
210 payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.

211 (C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instru-
212 ment in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee
213 or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

214 **15. TENANT'S ALTERATIONS AND REPAIRS**

215 (A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, con-
216 ditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent of
217 Landlord, make minor improvements or repairs to the interior of the Premises provided that:

- 218 1. Each repair costs no more than \$ 500.00 (\$1,000.00 if not specified),
219 2. They do not impact the structural strength, integrity, operation or value of the building, AND
220 3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property,
221 improvements, or land.

222 (B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in con-
223 nection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termi-
224 nation of the Lease.

225 (C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises
226 and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the
227 Term or any Renewal Term.

228 (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
229 any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from
230 the Premises, Tenant shall repair all damage caused by installation and removal.

231 (E) All work shall be performed in a workmanlike manner.

232 **16. MECHANICS' LIENS**

233 (A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addi-
234 tion, improvement or installation performed by or on behalf of Tenant, or is a result of Tenant's acts or omissions, Tenant shall,
235 within _____ days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled
236 and discharged of record.

237 (B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and
238 defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs)
239 arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

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- 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 _____ 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 _____ 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 _____ 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 \$ 1,000,000.00 (\$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

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or 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 _____ 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 _____ 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) 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 _____ 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 ATTORNEY; 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 _____ 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 _____ 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 _____ days (30 if not specified) written notice of the default, or if the default is of a character so that more than _____ 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 _____ 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 _____ days (30 if not specified) after receipt of written notice, or if more than such _____ 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 _____ 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 _____ business days (5 if not specified) of a right to cure, and Tenant's right to cure shall exist no more than _____ times (2 if not specified) in any _____ -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 _____ 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.

Tenant Initials: CF / _____

CL Page 9 of 13

Landlord Initials: LB JB

(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 _____ 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 _____ 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 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-

Tenant Initials: CE

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Landlord Initials: LB

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: QF / _____

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Landlord Initials: JB

and validly existing individuals (nature of entity) under the laws of PA (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 LLC (nature of entity) under the laws of PA (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 fur-
nished in writing by any of the foregoing:

TO TENANT:

address as listed plus copy to leased premises

TO LANDLORD:

(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

☐

☒ see operating expense addendum attached and made part hereof

(B) Additional Terms:

1...lessee to place and be responsible for all utilities in their name prior to occupancy.

2...lessee is responsible for registration of any business tax by local municipality.

3...lessee Indemnity Obligation attached and made part of this lease.

4...lessee to provide proof of insurance prior to occupancy.

THIS LEASE IS SUBJECT TO APPROVAL OF Tenant/lessee USE BY SPRINGFIELD TOWNSHIP BY VARIENCE, AND
ANY OTHER APPROVALS BT ATF OR OTHER ENTITIES REQUIRED FOR INTENDED USE. ALL COSTS TO BE AT TENANTS
EXPENSE.

IN THE EVENT USE AS DESCRIBED IS DENIED THE SECURITY DEPOSIT WILL BE RETURNED.

In the event Lessors decide to sell the property to a third party (other than a family member or
family entity) the lessee will be given the first right to purchase with a fifteen day
notification to prepare an acceptable agreement of sale.

Lessee to provide list of any work to be done with licensed contractors. Any structural changes
to be approved by owners.

Tenant Initials: CF

CL Page 12 of 13

Landlord Initials: BSB

656 NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.
657 Landlord and Tenant have negotiated the terms and conditions of this Lease, including any and all addenda hereto, and have ini-
658 tialled any and all changes made, and identify this Date 08/25/25 as the "Signing Date" of this Lease.

659 TENANT/AUTHORIZED SIGNER  DATE 08/25/25
G P VENTURES HOLDCO, LLC

660 Title _____

661 TENANT/AUTHORIZED SIGNER _____ DATE _____

662 Title _____

663 TENANT/AUTHORIZED SIGNER _____ DATE _____

664 Title _____

665 TENANT/AUTHORIZED SIGNER _____ DATE _____

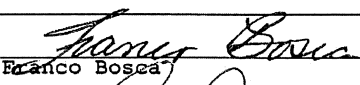
666 Title _____

667 CO-SIGNER _____ DATE _____

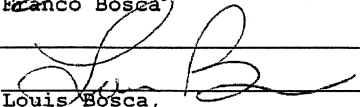
668 Title _____

669 CO-SIGNER _____ DATE _____

670 Title _____

671 LANDLORD/AUTHORIZED SIGNER  DATE 8/25/2025
Franco Bosca

672 Title _____

673 LANDLORD/AUTHORIZED SIGNER  DATE 8-25-2025
Louis Bosca

674 Title _____

675 LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

676 As part of payment received by Landlord, _____ (current Landlord) now transfers to
677 _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and
678 other benefits.

679 CURRENT LANDLORD _____ DATE _____

680 Title _____

681 CURRENT LANDLORD _____ DATE _____

682 Title _____

683 NEW LANDLORD _____ DATE _____

684 Title _____

685 NEW LANDLORD _____ DATE _____

686 Title _____

OPERATING EXPENSE ADDENDUM TO COMMERCIAL LEASE

OXA

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

1 PREMISES 112 Lorraine Ave, Oreland, Pa. 19075

2 TENANT G P VENTURES HOLDCO. 11c

3 LANDLORD Franco Bosca, Louis Bosca,

4 1. In addition to the Rent as calculated in the Lease, Tenant will pay for the Operating Expense(s) associated with the operation, maintenance
5 and repair of the Premises and common areas, if any, as set forth below. Any Operating Expense(s) not specifically assigned to Tenant will be
6 the sole responsibility of Landlord.

7 2. Tenant's pro rata share of the Operating Expenses set forth below are _____ % (100 if not specified) of the total cost. Any Operating
8 Expenses included in Common Area Maintenance (CAM) expenses as defined in the Lease will be governed by Paragraph 7(B) of the Lease
9 and will not be charged as both a CAM expense and an Operating Expense.

10 3. Operating Expenses will be paid by Tenant and Landlord as follows:

	Landlord Pays	Tenant Pays	Included in CAM
(A) Outdoor Maintenance			
1. Landscape costs to maintain, replace and care for lawns, shrubs, trees, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Maintaining and repairing the exterior sprinkler system used for landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Cleaning and sweeping sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Costs to repair, replace and maintain sidewalks and curbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Cleaning and sweeping of parking lot(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Costs to repair, replace and maintain the parking lot(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Snow and ice removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Costs to repair, replace and maintain exterior doors and awnings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Costs to repair, replace and maintain stormwater detention or retention facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(B) Utilities			
1. Trash disposal and recycling fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Indoor lighting costs, including electricity and bulb replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Outdoor lighting costs, including electricity and bulb replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Interior heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Interior cooling	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Water costs, fees and inspections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Sewer costs, fees and inspections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(C) Service Contracts			
1. Pest extermination service contracts and costs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Security services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Janitorial services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(D) Insurance (See Paragraph 19 of Lease for further details)			
1. Costs to insure building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Fire protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Flood protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Plate glass protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Other: <u>tenants liability and contents</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(E) Structure			
1. Actual and preventative maintenance and repairs to roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Actual and preventative maintenance and repairs to building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Actual and preventative maintenance and repairs to mechanical system(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Other: <u>Tenant to replace filters on HVAC</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

52 Tenant Initials: GF

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Landlord Initials: LB



Pennsylvania Association of REALTORS®

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3/15

Dan Helwig, Inc., 1415 Bethlehem Pk. Flourtown PA 19031

Phone: (215)233-5000

Fax: (215)233-5837

Daniel Helwig

TAP Design Group

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

53		Landlord	Tenant	Included
54	(F) Special Assessments	Pays	Pays	in CAM
55	1. Water/Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
56	2. Utility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
57	3. Government	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
58	4. Snow and ice removal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
59	5. Parking lot repair and maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
60	6. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
61	7. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

62 **4. BILLING**

63 (A) For those Operating Expenses that are billed directly to Tenant by a service provider, it shall be the responsibility of Tenant to contact the
 64 appropriate service provider(s) and make arrangements for said services. Tenant agrees that Landlord is not responsible for providing
 65 such services and/or utilities and will not be a guarantor for payment.


66 (B) Any Operating Expenses that are billed to Tenant by Landlord will be paid upon demand. Landlord is required, upon request, to submit to
 67 Tenant an accounting statement which documents the actual cost of the Operating Expenses charged to Tenant. Tenant is hereby notified
 68 that Operating Expenses may fluctuate and are subject to modification based upon actual charges.

69 **5. SPECIAL PROVISIONS:**

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86 All other terms and conditions of the Commercial Lease remain unchanged and in full force and effect.

87 NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.

88 TENANT/AUTHORIZED SIGNER  DATE 08/25/25
 G P VENTURES-HOLDCO- LLC

89 Title _____

90 TENANT/AUTHORIZED SIGNER _____ DATE _____

91 Title _____

92 TENANT/AUTHORIZED SIGNER _____ DATE _____

93 Title _____

94 TENANT/AUTHORIZED SIGNER _____ DATE _____

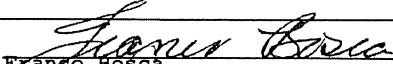
95 Title _____

96 CO-SIGNER _____ DATE _____

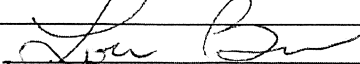
97 Title _____

98 CO-SIGNER _____ DATE _____

99 Title _____

100 LANDLORD/AUTHORIZED SIGNER  DATE 8/25/25
 Franco Bosca

101 Title _____

102 LANDLORD/AUTHORIZED SIGNER  DATE 8/25/25
 Louis Bosca,

103 Title _____

Chapter 114. Zoning

Article IX. B1 Business District

§ 114-91. Permitted uses.

A building may be erected, altered or used and a lot or premises may be used for any of the following purposes and for no other:^[1]

- A. Any use permitted in the D Residence District.
- B. Store, office, studio, club or fraternal institution, barber- or hairdressing or other personal service shop or beauty parlor, bank, financial institution, telegraph office or public utility business office.
[Amended 4-9-1980 by Ord. No. 694]
- C. Minor garage, motor vehicle parking lot.
- D. Restaurant, tearoom, rooming house, boardinghouse, animal hospital, commercial greenhouse, florist shop, undertaking and embalming establishment, cemetery.
- E. Hotel and group home, when authorized as a special exception.
[Amended 11-10-2010 by Ord. No. 905]
- F. Bakery, confectionery or custom shop for the production of articles to be sold at retail on the premises and employing not more than five persons.
- G. Hand laundry, tailoring, dressmaking or shoe repair shop, employing not more than five persons.
- H. Theater, when authorized as a special exception.
- I. New motor vehicle sales and service dealership, including used motor vehicle sales when the vehicle is acquired in trade at that dealership, provided that all vehicle repair or service work and vehicle parts storage takes place within an enclosed building or buildings and no vehicle dismantling, salvage or wrecking is performed.
[Added 9-13-1995 by Ord. No. 810^[2]
- J. Used motor vehicle sales, when authorized as a special exception, provided that all vehicle repair or service work and vehicle parts storage take place within an enclosed building or buildings and no vehicle dismantling, salvage, or wrecking shall be permitted.
[Added 9-13-1995 by Ord. No. 810]
- K. Accessory use on the same lot with and customarily incidental to any of the above permitted uses.
- L. Any use of the same general character as any of the uses hereinbefore specifically permitted, when authorized as a special exception.

[1] *Editor's Note: Ord. No. 517, adopted 12-9-1964, deleted "motor vehicle sales agency, public garage or gasoline station, when authorized as a special exception" as permitted uses.*

[2] *Editor's Note: This ordinance also provided for the relettering of former Subsections I and J as K and L.*



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

Susanna O. Ratsavong
Vice President

Peter D. Wilson
Jonathan C. Cobb
Brendan May
Elizabeth McNamara
Edward H. Morris, III

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.

Tuesday, September 29, 2025, at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #25-19: This is the application of **Caren & Adam Levin**, owners of the property located at 701 Thomas Road, Philadelphia, PA 19118, known as Parcel #5200-1250-2001. The owners have requested a variance from Section 114-42. B of the Springfield Township Zoning Ordinance. They seek approval to increase the existing building coverage on the property from 16.5% to 19.7% of the total lot area. The property is limited to no greater than 15% building coverage. The property is zoned within the AA-Residential District of Ward #1 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.



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

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

Springfield Township
Montgomery County
Received

AUG 8 2010

Community Development
Department

NO. _____

DATE: _____

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We Adam & Caren Levin

(Name of Applicant)

Of (Address) 701 Thomas Rd. Philadelphia, PA 19118

(Telephone No.) (610) 405-4855

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 114-42,
Subsection B, of the Springfield Township Zoning Code.

_____ Other (please specify) _____

The property concerned is located at 701 Thomas Rd. Philadelphia, PA 19118

Petitioner's Interest in the property is owner

Present use of property Single family residence

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.

The subject property was developed long before current zoning regulations were established.

The existing improvements already exceed the allowed building coverage. The intent of the proposed increase in building coverage is to provide protection from the elements. None of the existing patio spaces have any coverings to protect from the elements.

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

Case # 25-19
check # 32093
\$500.00

Adam Levin
Adam Levin (Aug 29, 2025 09:42:04 EDT)
Applicant's Signature
Adam Levin
Adam Levin (Aug 29, 2025 09:42:04 EDT)
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.

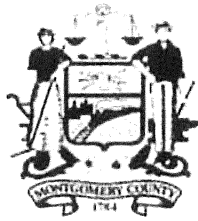
Adam Levin

Printed Name of Applicant

Adam Levin

Adam Levin (Aug 29, 2025 09:42:04 EDT)

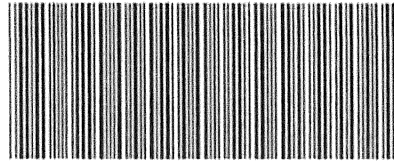
Applicant's Signature and Date



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 6082 PG 02887 to 02891
INSTRUMENT # : 2018016859
RECORDED DATE: 03/19/2018 08:53:53 AM



3752486-0018.

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 3896009 - 1 Doc(s)
Document Date: 03/15/2018	Document Page Count: 4
Reference Info:	Operator Id: sford
RETURN TO: (Simplifile) Class Abstract 8039 Germantown Ave. Philadelphia, PA 19118 (215) 487-1977	PAID BY: CLASS ABSTRACT

*** PROPERTY DATA:**
Parcel ID #: 52-00-12502-00-1
Address: 701 THOMAS RD

PHILADELPHIA PA
19118
Municipality: Springfield Township (100%)
School District: Springfield

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$1,940,000.00

FEES / TAXES:
Recording Fee: Deed \$86.75
State RTT \$19,400.00
Springfield Township RTT \$9,700.00
Springfield School District RTT \$9,700.00
Total: \$38,886.75

DEED BK 6082 PG 02887 to 02891
Recorded Date: 03/19/2018 08:53:53 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 and Return to:

Class Abstract
8039 Germantown Ave.
Philadelphia, PA 19118

File No. CA-1889

UPI # 52-00-12502-001

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
52-00-12502-00-1 SPRINGFIELD TOWNSHIP

701 THOMAS RD

NINE ROOTS LP

B 003 L U 007 1101 03/19/2018

\$15.00

JG

This Indenture, made the ^{15th} ~~9th~~ day of March, 2018,

Between

NINE ROOTS, LP, A PENNSYLVANIA LIMITED PARTNERSHIP

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

ADAM LEVIN AND CAREN LEVIN

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

Witnesseth, that the said Grantor for and in consideration of the sum of **One Million Nine Hundred Forty Thousand And 00/100 Dollars (\$1,940,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantees, at or before the sealing and delivery 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 Grantees, as tenants by the entirety

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected situate in the Township of Springfield, in the County of Montgomery and Commonwealth of Pennsylvania, described according to a plan of survey made by Jacob Orie Clarke, Civil Engineer, March 29th, 1928, as follows to wit:

BEGINNING at the point of intersection of the center line of Thomas Road (33 feet wide) with the line dividing the Counties of Philadelphia and Montgomery, the center line of Northwestern Avenue, as formerly opened 50 feet wide; thence North 42 degrees 47 minutes 20 seconds West along the center line of Thomas Road, 243.83 feet to a corner; thence along other land now or late of the said Elizabeth S. G. Harper the four following courses and distances, namely; (1) North 45 degrees 30 minutes 40 seconds East, leaving Thomas Road and passing over a blue stone monument set on the Northeast side of said road and continuing by a line 1-6/10 feet Northwest of the Northwest face of a stone wall, 141 feet to a point of curve; (2) Northeastwardly by a line curving to the East with a radius of 30 feet through an arc of 20.94 feet to a point of tangency; (3) North 85 degrees 30 minutes 40 seconds East 28.38 feet to a blue stone monument; and (4) South 45 degrees 54 minutes 20 seconds East, passing over a blue stone monument set on the Northwest side of Northwestern Avenue 199.1 feet to a point in the County Line aforesaid; thence along said County Line South 39 degrees 45 minutes 40 seconds West

140.15 feet to an angle in the same, and thence South 39 degrees 53 minutes 40 seconds West, still along the same, 55 feet to the place of beginning.

Being the same premises which Arthur Judson, II and Bright M. Judson, His Wife by Deed dated 06/22/2015 and recorded 07/10/2015 in Montgomery County in Deed Book 5961 Page 961 conveyed unto Nine Roots, LP, in fee.

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

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said 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 Grantor, for itself, its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against it, the said Grantor, and its successors and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

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

ATTEST:

NINE ROOTS, LP

By: NINE ROOTS GP, LLC, General Partner

{SEAL}

By: Jason Friedland, Manager
Jason Friedland, Manager

Commonwealth of Pennsylvania } ss
County of Montgomery

AND NOW, this ^{15th} day of March, 2018, before me, the undersigned Notary Public, appeared **Jason Friedland, Manager of NINE ROOTS GP, LLC, General Partner**, of **NINE ROOTS, LP**, a Pennsylvania limited partnership, and he, as such **Manager of the General Partner** being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of **NINE ROOTS, LP** by signing the name of the general partner by himself as **Jason Friedland, Manager** thereof.

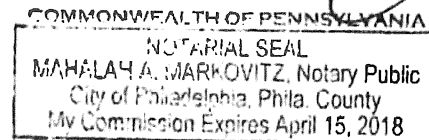
IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Mahe A. Markovitz
Notary Public
My commission expires _____

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

**701 Thomas Road
Philadelphia, PA 19118**

Jason Friedland
On behalf of the Grantees



Deed

UPI # 52-00-12502-001

NINE ROOTS, LP

TO

Adam Levin and Caren Levin

Class Abstract
8039 Germantown Ave.
Philadelphia, PA 19118

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY, PA

- REGISTERED -

DATE 3/21/18 NO. 5

Mark E. Smith

TOWNSHIP ENGINEER









Adam & Caren Levin - Tyler Autker





158 Toddy Dr
East Earl, PA 17519
717-355-0592

Adam & Caren Levin
701 Thomas Rd.
Philadelphia, PA 19118

Letter of support

Name: Reed Wilmerding Date 8/21/25

Address 711 Thomas Rd Phila PA 19118

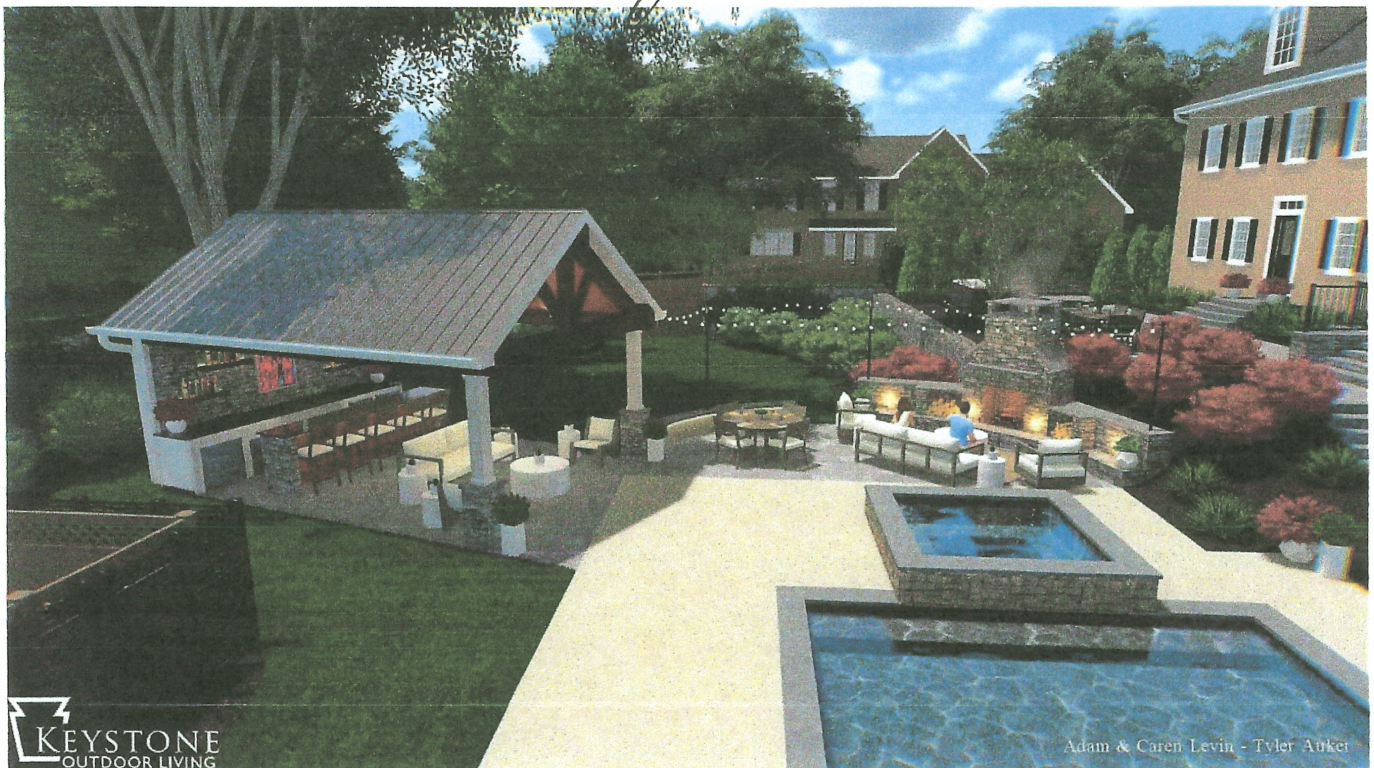
Variance Needed – Extend patio & install pool pavilion

Letter

I fully support this request for variance and ask the board to support it.

Signature

Reed Wilmerding





158 Toddy Dr
East Earl, PA 17519
717-355-0592

Adam & Caren Levin
701 Thomas Rd.
Philadelphia, PA 19118

Letter of support

Name: RICKI EISENSTEIN Date 9/21/25
Address 700 THOMAS RD. PHILADELPHIA PA 19118

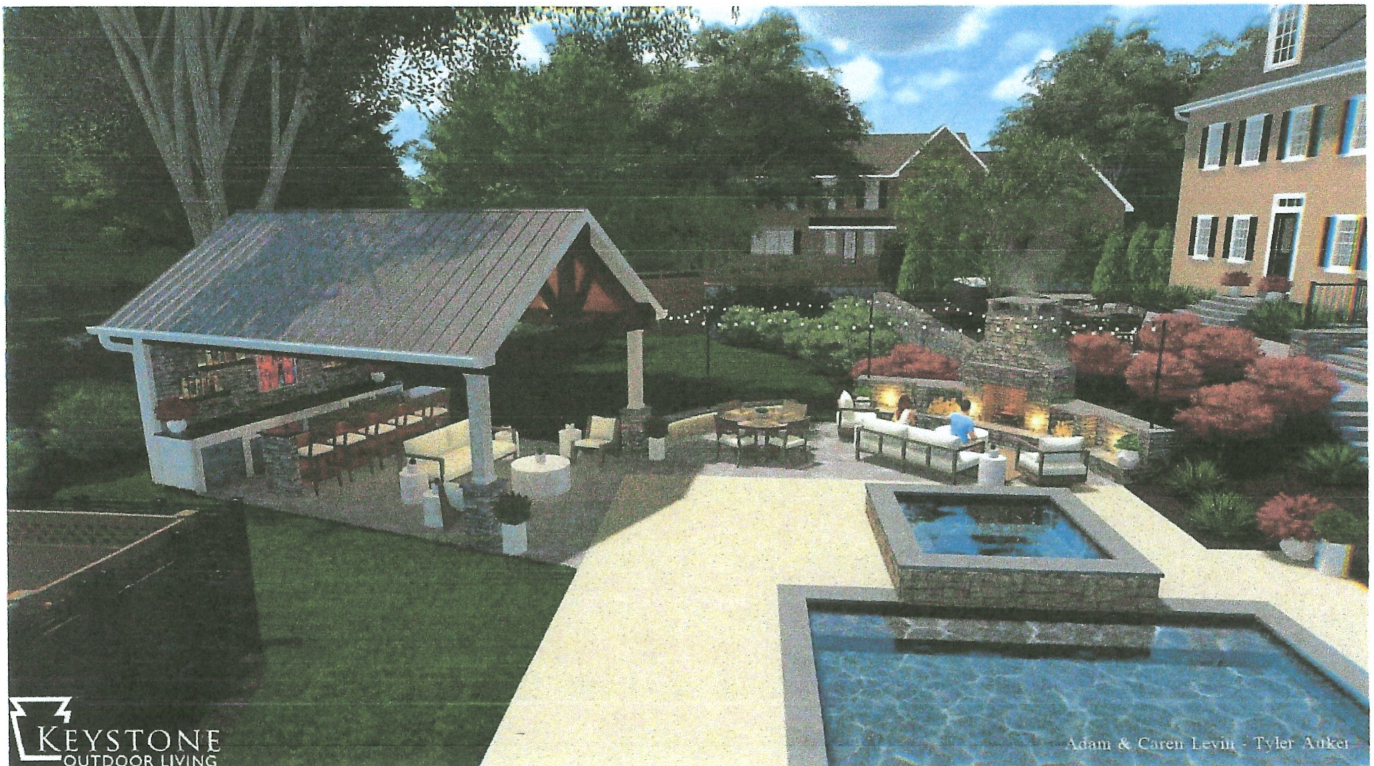
Variance Needed – Extend patio & install pool pavilion

Letter

I ask the board to vote in support of the variance.
Thank you!

Signature

Ricki Eisenstein



Adam & Caren Levin - Tyler Auker

Chapter 114. Zoning

Article IV. AA Residence District

§ 114-42. Lot and building area.

- A. Lot area. A lot area of not less than 25,000 square feet per family shall be provided for every building hereafter erected, altered or used in whole or in part as a dwelling.
[Amended 6-13-1979 by Ord. No. 684]
- B. Building area. The building area shall not exceed 15% of the lot area.

Chapter 114. Zoning

Article XIII. General Regulations

§ 114-131. Yard encroachments.

- A. Front yards. No building and no part of a building shall be erected within or shall project into the required front yard (unless a greater projection is authorized as a special exception), except:
- (1) Cornices, eaves, gutters, open balconies or chimneys projecting not more than 18 inches.
[Amended 11-10-1993 by Ord. No. 797]
 - (2) Steps.
[Amended 11-10-1993 by Ord. No. 797]
 - (3) Bay windows, not extending through more than one story and not projecting more than five feet.
 - (4) One-story open or enclosed porches, projecting not more than eight feet.
- B. Side yards.
- (1) No building and no part of a building shall be erected within or shall project into the required side yard, except:
 - (a) Cornices, eaves, gutters or chimneys projecting not more than 18 inches.
 - (b) Steps.
[Amended 11-10-1993 by Ord. No. 797]
 - (2) In residential zoning districts, accessory buildings used solely for residential purposes may be constructed within one of the side yards if:
[Amended 5-9-1984 by Ord. No. 724]
 - (a) Entirely separated from the main building.
 - (b) Located at least 10 feet farther back from the front building line than the rearmost portion of the main building.
 - (c) Located no closer to the side property line than seven feet if constructed of wood frame or combustible material and no closer than four feet if constructed of masonry or noncombustible material.
 - (d) The building shall not exceed nine feet in height if it has a flat roof, 12 feet in height if it has a slope roof or one story, whichever is less. The height of the building shall be defined as in § 114-21 of the Springfield Township Code.
- C. Rear yards.
- (1) No building and no part of a building shall be erected within or shall project into the required rear yard, except:

- (a) Cornices, eaves, gutters, open balconies or chimneys, projecting not more than 18 inches.
[Amended 11-10-1993 by Ord. No. 797]
 - (b) Steps.
[Amended 11-10-1993 by Ord. No. 797]
 - (c) Bay windows, not extending through more than one story and not projecting more than five feet.
 - (d) One-story open or enclosed porches projecting not more than 10 feet, provided that a five-foot rear yard is preserved.
[Amended 11-10-1993 by Ord. No. 797]
 - (e) Decks at grade level, where grade level shall be a height not to exceed 42 inches measured from the ground at the rear of the building wall, provided that a five-foot rear yard is preserved.
[Added 11-10-1993 by Ord. No. 797]
- (2) In residential zoning districts, accessory buildings used solely for residential purposes may be constructed within the required rear yard if:
[Amended 5-9-1984 by Ord. No. 724]
- (a) Entirely separated from the main building.
 - (b) Located at least 10 feet farther back from the front building line than the rearmost portion of the main building.
 - (c) Located no closer to the rear property line than seven feet if constructed of wood frame or combustible material and no closer than four feet if constructed of masonry or noncombustible material.
 - (d) The building shall not exceed nine feet in height if it has a flat roof, 12 feet in height if it has a slope roof or one story, whichever is less. The height of the building shall be defined as in § **114-21** of the Springfield Township Code.
- (3) Provided further that, in the case of a lot held in single and separate ownership at the time this chapter becomes effective, in which the distance from the rear line of the lot to the line fixed by the front yard requirement as herein provided is less than 75 feet, a portion of the main building not wider than 20% of the width of the lot may project not more than 10 feet into the required rear yard.
- (4) In no case shall the distance between the rearmost point of such projection and the rear lot line be less than the minimum side yard requirement provided herein for the district in which the lot is located.
- D. Building envelope. Notwithstanding the provisions of § **114-131B** and **C** of this chapter, accessory buildings shall not exceed 20 feet or one story in height, whichever is less.
[Added 5-9-1984 by Ord. No. 724]

